



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF APRIL 24, 2006
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL
Clerk to Call the Roll

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

VOTE REQUIRED

V. APPROVAL OF MINUTES
*ACTION: Motion to approve minutes of Regular Meeting of March 27, 2006,
and Special Meeting April 3, 2006*

VOTE REQUIRED

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

VII. CONSENT AGENDA

1. **Receive and File Reports and Minutes:** Police, Fire, Tazewell County Animal Control,
Project Status, Traffic Safety, Building, Riverway Business Park Review
2. **Proclamations:**

"National Digestive Motility Awareness Month"	May 2006
"National Youth Week" - Elks Lodge #1271	May 8, 2006
"Municipal Clerks Week"	April 30 – May 6, 2006
"Public Safety Telecommunications Week"	April 9-15, 2006
"Good Shepard School 25 th Anniversary"	
"Dragon Pride Night"	May 2, 2006
3. **Charitable Solicitation:** National Association of Letter Carriers Food Drive May 13, 2006
4. **Resolution No. 146-05/06 - Appointments to Electrical Commission, Fire and Police Commission, and
Fire Pension Board**
5. **Receive and File Computer Maintenance and Repair Service Bids**
6. **Receive and File Insight Communications correspondence announcing Digital 2.0**
7. **Receive and File the Resignation of Sue A. Ramirez from the Pekin Planning Commission**

8. **Receive and File Planning Commission Minutes Dated April 12, 2006**

9. **Receive and File Planning Commission Hearings and Recommendations:**

- a. Hearing #1705 – to approve Special Use request for used Car Lot located at 300 S. 2nd Street zoned B-3.
- b. Hearing #1706 - to approve Site Plan for used Car Lot located at 300 S. 2nd Street zoned B-3 with stipulation that should outside storage problems, hard service is not provided for vehicle display, if all vehicles are not operational and outside mechanical work occur the Special Use be revoked.
- c. Hearing #1707 – to approve the Preliminary Plat for Gingoteague Section Six (6) and the rezoning of Lots 1 & 2 from RT (Two Family Residential District) to RM-2 (Multiple Family Residential District).
- d. Hearing #1708 - to approve Special Use request for a Mechanic for Parkside Used Car Lot located at 1800 Court Street Zoned B-3
- e. Hearing #1709 - to approve Site Plan for a Mechanic for Parkside Used Car Lot located at 1800 Court Street Zoned B-3
- f. Hearing #1710 - to deny the Preliminary Plat for Grandview Estates Subdivision zoned R-1 (One Family Residential) due to no emergency exists provided
- g. Hearing 1710 – to approve Conceptual and Preliminary Plat for WinPak located at 201 Hanna Drive with PIN #10-10-10-100-029

Action to be taken under New Business.

ACTION: *Motion to approve consent agenda*

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

Monthly Financial Report for March 2006

DESCRIPTION: *Monthly report of the financial condition of the City*

PRESENTATION: *Bob Reis Finance Director*

Riverway Business Park

DESCRIPTION: *Visual Power Point of Riverway Business Park Update*

PRESENTATION: *City Manager Dennis Kief*

IX. NEW BUSINESS

1. Special Use Request for Used Car Lot located at 300 S. 2nd Street Zoned B-3

(JW)

DESCRIPTION: *Special use for a used car lot at the corner of Fayette and South 2nd Street . Approval recommended by the Planning Commission.*

ACTION: *Motion to approve Special Use*

VOTE REQUIRED

2. Site Plan for Used Car Lot located at 300 S. 2nd Street Zoned B-3

(JW)

DESCRIPTION: *Site plan for the used car lot at this location. Approval recommended by the Planning Commission.*

ACTION: *Motion to approve Site Plan*

VOTE REQUIRED

3. Special Use Request for a Mechanic for Parkside Used Car Lot located at 1800 Court Street Zoned B-3

(JW)

DESCRIPTION: Special use for auto mechanic service to be an additional business in conjunction with the used car lot on the corner of Court Street and South 18th Street. Approval recommended by the Planning Commission.

ACTION: Motion to approve Special Use

VOTE REQUIRED

4. Site Plan for a Mechanic for Parkside Used Car Lot located at 1800 Court Street Zoned B-3

(JW)

DESCRIPTION: Site plan for the auto mechanic service at this location. Approval recommended by the Planning Commission.

ACTION: Motion to approve Site Plan

VOTE REQUIRED

5. Resolution No. 147-05/06 - Preliminary Plat Gingoteague Section Six

(JW)

DESCRIPTION: Preliminary plat for an additional 12 homes in the 6th Phase of the Gingoteague Subdivision on El Camino west of South 14th Street. Approval recommended by the Planning Commission.

ACTION: Motion to adopt Resolution

VOTE REQUIRED

6. Ordinance No. 1568-A-162 - Rezoning Certain Property Lots 1 and 2 from RT to RM-2 Gingoteague Section Six

(JW)

DESCRIPTION: Request to rezone to of the Lots 1 & 2 in the proposed Gingoteague #6 Subdivision from RT to RM-2. Approval recommended by the Planning Commission.

ACTION: Motion to adopt Ordinance

VOTE REQUIRED

7. Resolution No. 148-05/06 - Preliminary Plat Grandview Estates Subdivision

(JW)

DESCRIPTION: Preliminary plat for the east portion of Lutticken's Cove Subdivision to be called Grandview Estates. Section will have streets with curb and gutter, sidewalks, and street lighting for 37 lots. Planning Commission recommends denial.

ACTION: Motion to adopt Resolution

VOTE REQUIRED

8. Resolution No. 149-05/06 - Conceptual and Preliminary and Final Plats for WinPak Heat Seal Corporation

(JW)

DESCRIPTION: The preliminary plat and conceptual drawing for the proposed Winpak site. Planning Commission recommends approval of the plans. Project has met requirements for submittal of Final Plat.

ACTION: Motion to adopt Resolution

PRESENTATION:

VOTE REQUIRED

9. **Resolution No. 150-05/06 - Final Plat Deerfield Estates Section 4** (JW)
DESCRIPTION: The final plat for the proposed Section 4 site. Project has met requirements for submittal of the Final Plat containing 26 lots.

ACTION: Motion to adopt Resolution

PRESENTATION:

VOTE REQUIRED
10. **Ordinance No. 2470 - Amending Title 6, Chapter 8A, Section 6 of the Code of the City Of Pekin Regarding Fire Department Members** (CL)
DESCRIPTION: restructuring of existing personnel - Fire Prevention Officer and Maintenance Coordinator

ACTION: Motion to adopt Ordinance.

VOTE REQUIRED
11. **Ordinance No. 2471 - Amending Title 2, Chapter 13, Section 1 of the Code of the City of Pekin Regarding Traffic Safety Committee Members** (FM)
DESCRIPTION: To restructure the membership of the Committee

ACTION: Motion to adopt Ordinance.

VOTE REQUIRED
12. **Ordinance No. 2472 - Amending Title 3, Chapter 1, Section 3 of the Code of the City of Pekin Regarding ½ Payment of License Fees** (SB)
DESCRIPTION: to provide that all license fees are paid annually

ACTION: Motion to adopt Ordinance.

VOTE REQUIRED
13. **Ordinance No. 2473-OA - Amending Title 9, Chapter 6 of the Code of the City of Pekin Regarding Liquor as Special Use in Zoning Code** (JW)
DESCRIPTION: With the establishment of the Liquor Commission, the Planning Commission no longer has to hear or approve a special use for the sale of liquor. This revision to the code removes the language that designated this responsibility.

ACTION: Motion to adopt Ordinance.

VOTE REQUIRED
14. **Computer Maintenance Bids** (BR)
DESCRIPTION: We requested proposals from service vendors asking for one and/or both of the following items: Hardware maintenance contract for support on the city's AS/400 (and associated printers) T & M (time and materials) quote for support on the city's Windows-based network (includes servers, workstations, laptops, and printers)Not included is the city's CISCO networking hardware (switches, router, etc.). This equipment is covered under a separate maintenance agreement.

ACTION: Motion to accept the bid estimated not to exceed \$3,400 per year and award Contract to Heart Technologies.

VOTE REQUIRED

- 15. Illinois Department of Transportation Municipal Bus Agreement** (GR)
DESCRIPTION: IDOT grant in the amount of \$119,051 for 2006 operations

ACTION: Motion to approve.

VOTE REQUIRED
- 16. Purchase and Installation Vehicle Ventilation Systems** (CL)
DESCRIPTION: Authorization to purchase and install Plymo-vent system in three fire stations at a cost to the City of \$8,224.20 to satisfy the citation from Illinois Department of Labor

ACTION: Motion to approve.

VOTE REQUIRED
- 17. Belle of the Night Discussion** (DK)
DESCRIPTION: City Council direction to staff on Belle of the Night

NO VOTE REQUIRED
- X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**
Council members

Staff

Public Questions

Press Time
- XI. EXECUTIVE SESSION**
Personnel – Employment of a Specific Employee of the Public Body 5 ILCS 120/2 (c) 1.
Sale of Property 5 ILCS 120/2 (c) 6.
Acquisition of Real Estate 5 ILCS 120/2 (c.) 5.

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

VOTE REQUIRED
- XII. ADJOURNMENT**
With no further action to come before the Council the Mayor declares meeting closed.

NO VOTE REQUIRED

**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, MARCH 27, 2006 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

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

Roll was called and all commissioners were present.

Agenda

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

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **Minutes of the Regular City Council Meeting of March 13, 2006, the Special Meeting of March 7, 2006 and the Special Meeting of March 20, 2006 be approved as written.** On roll call vote all present voted Aye.

Public Input on Agenda Items

Bill Gilroy 1312 S. 11th Street, spoke in opposition to approving a special use and site plan for the sale of motor fuel at Kroger's on Broadway. He stated that the company's original request a few years ago was met with concerns. The plan provided for 50' street off 14th and assurance that 17th Street would not be open to traffic entering and exiting. Mr. Gilroy had concerns that the plans were never addressed.

Consent Agenda

Motion by Com'r. Blanchard seconded by Com'r. Maddox, that the Consent Agenda be approved as presented. Motion by Com'r. Dagit, seconded by Com'r. Maddox to amend the Consent Agenda by moving item 3. Receive and File Bids for Annual Street Maintenance to New Business. Mayor Mackaman explained that the award of the project was to be considered at a later meeting. Com'r. Dagit withdrew the motion and Com'r. Maddox concurred.

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

1. **Receive and File Reports and Minutes:** Airport Commission, Tourism 2/15/06, Building
2. **Receive and File Global Towers Amendment to Site Lease Agreement**
Amendment to existing lease agreement regarding ground space
3. **Receive and File Bids for Annual Street Maintenance**

R A Cullinan & Son	Johnson Trucking Inc.	City Estimate
\$819,847.81	\$752,206.88	\$797,712.60
4. **Receive and File Consent to Vacation of Right of Way from Central Illinois Light Company dba Ameren/CILCO**
Action under New Business
5. **Resolution No. 144-05/06 - Mayor's Appointment of Joseph Berardi as Citizen Representative to the Traffic Safety Committee effective immediately and subsequently for a one-year term ending the first Monday in May 2007**
6. **Receive and File Planning Commission Minutes Dated March 8, 2006**
7. **Receive and File Planning Commission Hearings and Recommendations:**
 - a. Hearing #1701 – to approve Special Use request for sale of motor fuel at Kroger's parking lot located at 1607 Broadway
 - b. Hearing #1702 – to approve Site Plan for sale of motor fuel

- at Kroger's parking lot located at 1607 Broadway
- c. Hearing #1703 – to approve Special Use request for drive through for Sonic Restaurant located at 3601 Court Street
- d. Hearing #1704 – to approve Site Plan for drive through for Sonic Restaurant located at 3601 Court Street

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

Monthly Financial Report

Finance Director Robert Reis gave a report of the financial condition of the City for the month of February. He reported that ten months into the FY 2006, the City continued to improve its financial position. Revenue had outperformed budget estimates and expenditures ran below budgeted amounts but the numbers may have been misleading because of extra pay period and unanticipated invoice of \$620,000 to the State for Veterans Drive work completed.

Public Hearing was open by the Mayor at 6:44 p.m. to consider and hear testimony relative to the adoption of the Budget for Fiscal Year May 1, 2006 - April 30, 2007. Notice of the Hearing was published in the Pekin Daily Times on March 15, 2006. Interested parties were given the opportunity to be heard. Mayor Mackaman invited the City Manager to address the Budget presented. Mr. Kief explained areas that rose in the \$38.2 million proposal. He planned several steps to fill the Budget deficit, ¼% sales tax increase, \$2.50 real estate sales fee and reallocation of tourism funding. The following people spoke and the Mayor, Manager and Finance Director addressed questions and concerns:

Blake Libbi 1312 Illinois Street

Jerry Jackson 1114 South 6th Street

Ralph Warner 2201 Parkway Drive

John McCabe 1407 Glendale

Denny Vaughn 2102 Marigold Drive had questioned the justification for enacting a sales tax increase to balance the budget.

Members of the Council made comments on the Budget presented.

Com'r. Jones felt the Budget had not been debated by members of the Council. He expressed concern that 14 employees had been added to payroll. He questioned how pensions and health insurance would be paid and hoped reserves were not used. Com'r. Dagit expressed concern that salaries and benefits were increased by 12.5 percent. City Manager Dennis Kief explained some increase in personnel costs was the result of employing previously contractual wastewater operations, computer technical service, and tourism. Com'r. Dagit asked for clarification to the differences in the deficit numbers from the original dollar amounts and an explanation of \$500,000.00 difference. He asked that the Budget be postponed to closer scrutinize areas and address the concerns. Mayor Mackaman stated there were legitimate questions but each member had the opportunity for several months to have questions answered. Com'r. Blanchard felt that vehicle expenditures in the fire department would be better budgeted for manpower in police, street and fire areas. Bill Gilroy requested management evaluate the need for trucks running around town.

Com'r. Dagit then told the Mayor and Commissioners that the Budget was the only means for Council control of what the citizens of the City wanted. He expected a better process next year.

The Hearing was closed at 6:33 p.m.

New Business

RESOLUTION NO. 145-05/06

FISCAL YEAR BUDGET MAY 1, 2006- APRIL 30, 2007

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that Resolution No. 145-05/06 be adopted.

On roll call vote, Ayes, Maddox, Blanchard, Mackaman; Nays, Jones, Dagit. Motion carried.

ORDINANCE NO. 2465

AMENDING TITLE 3, CHAPTER 2, SECTIONS 1, 2 AND 3 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING MUNICIPAL TAXATION - SALES TAX ¼% INCREASE

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that Ordinance No. 2465 be adopted. City Manager Dennis Kief read from a memo to Council from City Treasurer Chic Renner, an explanation for increasing the Home Rule Sales Tax from 1.0 to 1.25 per cent. Recognizing the anticipated budget would use over \$1 million of cash reserves, the generation of \$750,000 would mitigate erosion of the surplus. It was noted:

- HMST did not apply to groceries, prescription drugs, or vehicles sales
- Doesn't affect items where majority of residents income is spent, house payment car, utilities
- Restaurants, clothing, alcohol would be affected but fall in a discretionary category
- The total 8% tax puts Pekin at no competitive disadvantage

Each Com'r. was given the opportunity to comment. Com'r. Dagit spoke in opposition of an increase to citizens already burden. Other Commissioners felt the tax was more fair than real estate tax and that new revenue sources would improve needed reserve fund. On roll call vote, Ayes, Jones, Maddox, Blanchard, Mackaman; Nay, Dagit. Motion carried.

Motion by Com'r. Jones, seconded by Com'r. Maddox, that the **SPECIAL USE REQUEST FROM KROGER'S FOR SALE OF MOTOR FUEL** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Dagit, that the **SITE PLAN FOR SALE OF MOTOR FUEL IN KROGER'S PARKING LOT** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Dagit, that the **SPECIAL USE REQUEST FOR DRIVE THROUGH FOR SONIC RESTAURANT** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Dagit, that the **SITE PLAN FOR DRIVE THROUGH FOR SONIC RESTAURANT LOCATED AT 3601 COURT STREET** be approved. On roll call vote, all present voted Aye.

ORDINANCE NO. 2466

AMENDING TITLE 3 LIQUOR CODE REGARDING EVENT MEADOW

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that Ordinance No. 2466 be adopted. Com'r. Blanchard spoke in opposition of placing an additional area for alcohol at the riverfront. Com'r. Maddox recommended approval of the amendment once the Liquor Commission reviewed the change. On roll call vote, Ayes, Jones, Maddox, Dagit, Mackaman; Nay, Blanchard. Motion carried.

ORDINANCE NO. 2467

AMENDING TITLE 2 OF THE CODE REGARDING BOARD OF TRUSTEES FIREMEN'S PENSION FUND

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that Ordinance No. 2467 be adopted. The ordinance provided for the new legislation regarding composition of Fire Pension Board members. On roll call vote, all present voted Aye.

ORDINANCE NO. 2468

VACATE FRONT STREET

Motion by Com'r. Maddox, seconded by Com'r. Blanchard, that Ordinance No. 2468 be adopted. The area vacated was a portion of Front and Elizabeth Streets that surrounded the Ameren/CILCO substation. This location were vacated to allow for the construction of the Riverfront Park. Along with the Vacating ordinance was an agreement with Ameren/CILCO for the City to retain the property for the part with the understanding that they will have access to their facilities without restrictions. On roll call vote, all present voted Aye.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **ENGINEERING AGREEMENT WITH FARNSWORTH GROUP IN THE AMOUNT OF \$7,575.00** be approved. Council was advised that the agreement provided for engineering services to comply with mandated requirements of Wastewater Treatment Plant NPDES permit. On roll call vote, all present voted Aye.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **REGULAR COUNCIL MEETING OF APRIL 10, 2006 BE CANCELED AND A SPECIAL MEETING BE SET FOR MONDAY, APRIL 3, 2006 @5:30 P.M..** On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Com'r. Dagit asked that consideration be given to persons having only a small sack of garbage for pickup in

lieu of mandating that a totter be purchased.

Com'r. Jones stated he appreciated the work that was done in completing the budget.

Com'r. Blanchard commented that he would like to see next year without a deficit and to be presented a balanced budget.

Mayor Mackaman informed the public that Director of Solid Waste Greg Ranney would make a presentation regarding the provision of the Litter Container ordinance adopted in 2004 and would articulate the established pricing and totter conformance at a later meeting.

Police Chief Gillespie expressed appreciation to Joshua Peters for his honesty and value in returning the Chief's lost cell phone.

Jo Wuellner Director of Public Works, cautioned the public that pre-construction had begun on the intersection improvement project at 14th Street and Park Avenue. The 7 to 10 week widening of turn lane project was scheduled to begin April 17.

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

Motion by Com'r. Dagit, seconded by Com'r. Jones that Council move to **Executive Session** at 7:22 P.M. to discuss Employment of a specific Employee of the Public Body 5 ILCS 120/2 (c) 1. On roll call vote, all present voted Aye. The Council returned to open session.

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

COUNCIL ADJOURNED AT 8:15 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR MARCH 2006

Traffic Tickets	317
Warning Tickets	341
Offenses	490
Arrests	210
Parking tickets	801
STOPS	880

Break down of Parking Tickets

Abandoned Vehicle	0
Fire Lane	2
No Parking Light	422
Handicapped	12
Improper Parking	35
Restricted Parking	311
No Parking Zone	16
Fire Hydrant	0
Abandoned traffic haz	0
Bus Zone	0
Meter violation	3
TOTAL	801



City of Pekin

April 12, 2006

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

Dear Mr. Kief,

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

Chuck Lauss
Fire Lauss
City of Pekin Fire Department

During the month of December 2005, the Pekin Fire Department responded to 250 calls total dollar loss was \$58,610.00.

Of this total, 185 (approximately 73.44%) were emergency medical calls, 65 were automatic fire alarms, service, calls, small hazardous conditions involving no fire, false alarms and 9 fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$58,610.00 for the month.

On December 3, 2005, Fire Fighters responded to a report of a structure fire at 1110 Charlotte Street. Upon arrival made entry into the first floor of the structure and encounter fire in center of the structure. Fire was knock down on main floor. Floor was collapsing into the basement. Entry was made into the basement and fire was suppressed. Fire was noted in lower level at front of structure, no access was available, so access was gained cutting a hole in living room floor. Both vertical and horizontal ventilation were utilized and positive pressure ventilation.. Total dollar loss was \$30,000.00

On December 9, 2005, Fire Fighters responded to a report of a structure fire at 104 High Street. Upon arrival patient was dropping out of a second story window. Structure was a 1 ½ story garage. Fire was controlled with 3 1 ¾ " lines and a ground monitor with a 3" line. Cilco contacted as well as building inspections. Street Department supplied a backhoe to push structure down, as it was unsafe to enter structure. Total dollar loss was \$22,500.00.

On December 14, 2005, FireFighters responded to a report of a structure fire at 13082 Manito

Road. Upon arrival found fire in a coal hopper on the fourth level of the Crusher House. With assistance of Powerton Fire Brigade we extinguished the fire using foam. Total dollar loss was \$2,000.00.

On December 25, 2005, Fire Fighters responded to a report to investigate a smell inside a residence. Upon arrival we found a single story home with no smell of smoke/heat. We investigated the attic area through an access panel in hallway. Found slight haze in the area north of chimney area. Notified dispatch to tone other stations for assistance. The insulation then began to flame and fire was extinguished from attic. City building inspector was called. Total dollar loss was \$3,000.00.

Total calls for the month of December 2005 were 250 and are as follows:

Fires	9
Rescue and EMS	185
Hazardous Materials	6
Other types of calls	50

Total dollar loss for the month of December 2005 was approximately \$58,610.00.

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

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

April 12, 2006

Mr Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department January 2006 report.

Chuck Lauss
Fire Lauss
City of Pekin Fire Department

During the month of January 2006, the Pekin Fire Department responded to 249 calls total dollar loss was \$90,500.00.

Of this total, 194 (approximately 77.91%) were emergency medical calls, 55 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 3 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$90,500.00 for the month.

On January 2, 2006, Fire Fighters responded to a report of a fire in bedroom at 231 Cooper Street. Upon arrival homeowner had partially extinguished the fire, on a dresser. We completed extinguishment with a water extinguisher, and ventilated the house with a PPV fan. On investigation we found the probable cause to be candles left on the dresser top with nothing to protect the dresser from the heat. Total dollar loss was \$500.00.

On January 3, 2006, Fire Fighters responded to a report of a structure fire of a two story, wood frame residence. Upon arrival, the house was found to be fully involved in flames at the rear of the house, and grey smoke was venting from the front eaves. Initial attack was made through the front door with subsequent attack from the rear door. Aerial streams were later used through second-story east windows after the fire had spread.

Fire started at rear of house. Family dog died during the fire. Cause is undetermined and remains under investigation. Total dollar loss was \$75,000.00

On January 26, 2006, Fire Fighters responded to a report of a crusher house fire at 13082 Manito Road (Powerton). Upon arrival found the fire in an electrical motor about eight foot in diameter. With the assistance of the Powerton plant fire Brigade we extinguished the fire using foam. Total loss was \$15,000.00.

Total calls for the month of November were 249 and are as follows:

Fires	7
Rescue and EMS	194
Hazardous Materials	6
Other types of calls	49

Total dollar loss for the month of January 2006 was approximately \$90,500.00.

The following is the Fire Prevention Bureau Report of the Month of January 2006.

Attended training on form 45 form work related injury form.

Met with and discussed possible installation AEDs Schramm School with Sally Maston. Followed up with complaints at Goodfellas related to occupancy limits during the hours after 10 pm on two separate occasions. Met with Joe Cortrin of CNA insurance related to water flow capacity on Hanna drive. Delivered request to several stores in regards to prices on linens for stations and priced cameras for department. Picked up pallets from Excalibur seasoning to store equipment on.

Met with Captains informing them that inspections would be resuming this year and to schedule inspections of large businesses and inform the inspections department of the dates and times so the prevention officer can assist with inspections. Gave four safety talks at Aventine Energy during their safety week. Inspected Candy Kitchen new business on Court St.

Met with and scheduled an inspection class with Chief Walters of Peoria Fire Department for the month of March during the monthly shift meetings. Met with Brad Crantrell of Aventine Energy relating to truck loading facility and requirement on a possible new loading facility on Second St.

Attended flow test at Aventine Energy concerning water pressure for the new expansion at the plant.

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

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

April 12, 2006

Mr Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department February 2006 report.

Chuck Lauss
Fire Lauss
City of Pekin Fire Department

During the month of February 2006, the Pekin Fire Department responded to 271 calls total dollar loss was \$28,903.00.

Of this total, 191 (approximately 70.74%) were emergency medical calls, 80 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 7 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$28,903.00 for the month.

On February 2, 2006 Fire Fighters responded to a report of a structure fire at 628 S. 12th Street. Upon arrival found fire in basement electrical breaker box. Resident had extinguished the fire with a portable dry chemical extinguisher prior to our arrival. Fire Dept. ventilated the house and investigated. Cilco removed electrical meter and cut supply wires. City electrical inspector also investigated. Fire cause was due to faulty wiring. Estimated dollar loss was \$400.00.

On February 12, 2006 Fire Fighters responded to a report of a dryer fire at 501 Chestnut Street. Upon arrival found flexible dryer duct hose caught fire. The fire was out on arrival. Used PPV to ventilate the house and removed dryer to back porch. Estimated dollar loss was \$200.00.

On February 12, 2006 Fire Fighters responded to electrical service had shorted causing main breaker to get hot. Removed meter and notified Cilco. Estimated dollar loss was \$500.00.

On February 17, 2006 Fire Fighters responded to structure fire. Upon arrival flames and smoke where emitting from the windows in the kitchen area of the structure. Entry was made through the front door from the uninvolved side to the kitchen and dining room area, where fire was encountered and suppressed. Horizontal ventilation was utilized with positive pressure ventilation. Fire originated on top of the stove and spread up the wall behind the stove. Occupant stated that he had been using stove to cook and left the stove on with a box of food remaining on the stove. Estimated dollar loss was \$20,000.00.

On February 18th 2006 Fire Fighters responded to fully involved car fire located in apartment driveway adjacent to carport at 9 Florentine. Fire began in engine compartment and spread through fire wall on driver's side. Fire was extinguished. There were 2 exposures, a Van parked under carport and damage to carport as well. Total estimated dollar loss was \$1,500, \$5,000, \$1,300.

Total calls for the month of February were 271 and are as follows:

Fires	18
Rescue and EMS	191
Hazardous Materials	13
Other types of calls	49

Total dollar loss for the month of February 2006 was approximately \$28,903.00

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

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

April 12, 2006

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department March 2006 report.

Chuck Lauss
Fire Lauss
City of Pekin Fire Department

During the month of March, 2006 the Pekin Fire Department responded to 258 calls total dollar loss was \$63,550.00.

Of this total, 202 (approximately 78.59%) were emergency medical calls, 56 were automatic fire alarms, service, calls, small hazardous conditions involving no fire, false alarms and 13 fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$63,550.00 for the month.

On March 12, 2006 Fire Fighters responded to a report of a structure fire at 920 Park Ave. Upon arrival noted smoke from roof area. Entry was gained through the rear of structure. Basement area was free of smoke, heavier smoke was noted as access was gained to the upper levels. Heavier smoke was noted at landing to second floor. Fire was encountered on the second floor near the center of the structure. Ventilation was performed with horizontal cross ventilation at the second floor and PPV through the rear door on the first floor. Fire was extinguished. Fire originated in the area of the dryer.

On March 13, 2006 Fire Fighters responded to a report of a structure fire at 1313 Center Street. Upon arrival found flames coming from stove. A dry chemical extinguisher was used to extinguish the fire. Set up positive pressure ventilation to clear the house of smoke. Estimated dollar loss was \$500.00.

On March 17, 2006 Fire Fighters responded to a report of a vehicle fire at 1409 Loretta Street.

Upon arrival found Van on fire engulfed in flames, as fire built it had spread to car parked next to van. The radiant also caused the vinyl siding on adjacent house to melt in an approximate 12' square. Estimated dollar loss \$3,000.00.

On March 28, 2006 Fire Fighters responded to a report of a structure fire at 1402 S. 11th. Street. Upon arrival found condensation on the windows and smoke coming from eaves. Tower 3 assumed command and had E3 stretch an 1 ¾" through the front door. E2 personnel stretched a back-up 1 ¾" line around to the back of the house. Smoke could be seen pushing up through the basement ceiling so the second hose line was advanced downstairs. E2 laid a supply line into E3. The PPV fan was set up to direct air into the basement and the basement windows and back upstairs window were taken out for ventilation. Fire was extinguished. Estimated dollar loss was \$30,000.00.

Total calls for the month of March 2006 were 258 and are as follows:

Fires	13
Rescue and EMS	202
Hazardous Materials	10
Other types of calls	33

Total dollar loss for the month of March 2006 was approximately \$63,550.00.

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

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 4-1-06

Billing For Month of

March

\$3,260.75

PEKIN CITY CLERK
111 S CAPITOL
ROOM 242
PEKIN IL 61554

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

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Vogel	City	911 STATE	3/1/2006	Dog	MALAMUTE	R	0	60491
	Vogel	City	1509 CHESTNUT	3/2/2006	Cat	DSH	E	1	60496
	Vogel	City	210 AMANDA	3/2/2006	Cat	DSH	E	1	60497
	Hoyland	City	ST JOSEPHS SCHOOL	3/10/2006	Dog	MALAMUTE	E	4	60529
	Hoyland	City	703 N. 2ND ST	3/9/2006	Cat	DSH	E	1	60528
	Vogel	City	2nd AND HENRIETTA	3/2/2006	Dog	MIX	R	4	60498
	Hoyland	City	WILSON SCHOOL	3/6/2006	Dog	JACK RUSSELL	REL	8	60508
	Hoyland	City	PEKIN PD	3/9/2006	Dog	FOX TERRIER X	R	1	60525
	Hoyland	City	PEKIN PD	3/9/2006	Dog	TERR X	R	1	60524
	Hoyland	City	1100 BLK S 4TH	3/28/2006	Dog	DALMATION	R	3	60609
	Hoyland	City	1509 CHESTNUT	3/3/2006	Cat	DSH	E	0	60503
	Hoyland	City	PEKIN PARK	3/3/2006	Dog	SHEP/LAB	R	3	60505
	Vogel	City	1814 VICTORIA	3/7/2006	Dog	LAB	R	0	60515
	Vogel	City	1509 CHESTNUT	3/10/2006	Cat	DSH	E	7	60536
	Hoyland	City	109 FAYETTE	3/28/2006	Dog	SHIH-TZU	E	1	60608
	Vogel	City	#8 ROSE CT	3/20/2006	Dog	SAMOYED X	R	3	60570
	Hoyland	City	615 S. 12TH	3/10/2006	Dog	PIT	R	0	60534
	Mooney	City	7TH AND WASHINGTON	3/19/2006	Dog	LAB	R	1	60566
	Hoyland	City	1705 PARISH	3/26/2006	Dog	LAB X	R	1	60599
	Vogel	City	1028 MECHANIC	3/23/2006	Cat	DLH	REL	8	60591
	Mooney	City	PEKIN HOSPITAL	3/23/2006	Dog	LAB	R	1	60592
	Vogel	City	1600 BLK KOCH	3/17/2006	Dog	SHEP	E	10	60562
	Vogel	City	911 STATE	3/1/2006	Dog	MALAMUTE	R	0	60490
	Vogel	City	1307 VEERMAN	3/17/2006	Dog	DACH	R	4	60561
	Vogel	City	310 WOODLAND	3/21/2006	Dog	LAB	R	2	60576
	Vogel	City	1202 MECHANIC	3/21/2006	Dog	PIT	E	1	60577
	Vogel	City	5TH AND WASHINGTON	3/13/2006	Dog	LAB X	R	0	60542
	Vogel	City	601 S. 6TH ST	3/10/2006	Dog	BORDER X	R	3	60538
	Vogel	City	COAL MINERS PARK	3/22/2006	Dog	LAB			60580
	Hoyland	City	615 S. 12TH	3/10/2006	Dog	PIT	R	0	60535

Total Dogs picked up in Pekin: 24

Total Cats picked up in Pekin: 6

Total Others picked up in Pekin: 0

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

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individual	City	14TH ST	3/31/2006	Dog	ROTT	R	0	60627
	Owner R	City	1700 VISTA GRANDE	3/31/2006	Cat	DSH	REL	0	60622
	Owner R	City	1220 ROYAL	3/31/2006	Dog	DALMATION	E	0	60621
	Individual	City	2315 BROADWAY	3/30/2006	Cat	DSH	E	1	60614
	Owner R	City	1331 GEORGEANNE	3/29/2006	Dog	BORDER COLLIE	REL	2	60610
	Owner R	City	706 PARK AVE	3/20/2006	Cat	DSH	E	2	60571
	Individual	City	1201 FLORENCE APT 14	3/20/2006	Dog	COLLIE X	R	0	60569
	Owner R	City	404 MANOR ST	3/17/2006	Dog	LAB	E	0	60560
	Owner R	City	1503 WILLOW	3/17/2006	Dog	DACH X BASSETT	E	0	60559
	Owner R	City	14292 LOHNES CT	3/13/2006	Dog	LHASO X	E	2	60541
	Individual	City	1717 DEPPERT DR	3/13/2006	Dog	TERR X			60540
	Owner R	City	812 CHARLES	3/1/2006	Dog	SHEP X	E	0	60487
	Owner R	City	812 CHARDS	3/1/2006	Dog	SHEP X	E	0	60485

Total Dogs picked up in Pekin: 10

Total Cats picked up in Pekin: 3

Total Others picked up in Pekin: 0

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TAZEWELL COUNTY

CASH
RECEIPT

Date 3-28 2006 No 018715

Received From City of Pekin

Address 1115 Capitol Bldg, IL 61554

Dollars \$ 3,260.75

For Housing of Animals

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID	<u>3260</u>	<u>75</u>	CHECK	<u>3260</u>	<u>75</u>
BALANCE DUE			MONEY ORDER		

TCAC

By

SH

NOTE: New listings in italics.		City of Pekin-Proj Status Report	4/3/2006
PROJECT	STATUS	DESCRIPTION	CONTACT
Veterans Drive:			
Rt. 29 to Commercial Dr.	Prelim Design	Awaiting funding. Receive ROW from the FBOP	Joe
Broadway to I474	Prelim Design	Awaiting funding. Public hearing held, assessing comments.	Joe
I474 Interchange	Prelim Design	Continuing justification reports.	Denny
IDOT Funded Projects:			
Broadway-Parkway Intersection	Design	IDS approved, starting construction drawings and ROW plats	Joe
Schramm to Veterans Drive	Prelim Design	County leading this project. FY2008	Denny
14th - Park Ave Intersection	Construction	<i>Project scheduled to start April 17th</i>	Joe
Forest Dr. - Court St.	Awaiting Funds	Design study complete.	Denny
Riverfront:			
Restroom Facility	Design	Working on design to remodel existing Sours Bldg.	Joe
West Boat Ramp	Prelim Design	Drawings being reviewed by Corps and IDNR	Joe
Pekin Lake	Planning	US Army Corps study ongoing. North 2007 South 2008	Joe
Street Maintenance:			
Seal Coat 2006	Construction	Award to RA Cullinan expected 4/3/06 Council Meeting	Dave
Brick Streets	Ongoing	Work on streets as time allows	Dave
Commercial Projects:			Ron
Helig-Meyers Bldg	Complete	Goodwill open. Nothing further for remainder of building.	Ron
East Court Village I:	Design	Former Pekin Mall property.	Ron
Starbucks	Construction	Awaiting move of ATM Machine to start	Ron
Relocate ATM	Construction	Working on new location	Ron
Outlot E-7 Unit Plaza	Construction	2 new stores(CiCi's Pizza-US Cellular) going in. One unit remains.	Ron
Outlot F-3 Unit Plaza	Construction	Verizon store slated for one. 2 units available.	Ron
East Court Village II:	Design	Former SHOPKO Building. Review proposals as received.	Ron
Steak N Shake	Hold	This project is currently on hold.	Ron
WalMart Outlots:			
Existing Strip Center Bldg.	Complete	UPS Store & CATO's (Open). Unit full.	Ron
Outlot 2	Design	Potential client negotiating for this lot.	Ron
Outlot 3:	Design	Nothing new has been proposed for this facility at this time.	Ron
Parkway Plaza	Construction	Remodel for new Chinese restaurant	Ron
Sunset Plaza		Behind Walgreen's on Court	Ron
Quizno's	Complete	New sandwich shop is open	Ron
Cingular	Complete	New Cell phone dealer	Ron
Trouble Free Plumbing/HVAC	Construction	Building new facility at site of former Bloompot Florist.	Ron
Hardee's Bldg - Court/Parkway	Design	Potential client negotiating for this building.	Ron
Antonini's Train Depot	Construction	New offices/shops planned	Ron

		City of Pekin-Proj Status Report	4/3/2006
NAPA Auto Bldg - 5th/Ann Eliza	Construction	Remodeling for new businesses. Sharp Income Tax open	Ron
Gingoteague General Store	Re-opening	New owner	Ron
Kroger - Gas Station	Construction	Plans approved by Planning Comm.	Ron
Kouri's	Construction	Expansion of exterior dining area and adding restrooms.	Ron
<i>Sonic Restaurant</i>	<i>Construction</i>	<i>Reviewing construction plans</i>	Ron
East Side Plaza	Construction	New financial business going into former Radio Shack location	Ron
Aventine	Construction	Beginning major expansion of existing facility.	Ron
Amerhart	Construction	Work has begun on this facility	Ron
Winpak	Design	New facility in Riverway Business Park	Ron
West Campus	Prelim Design	Working on proposed Gateway Center.	Denny
Parkway Storm Sewers	Study	Reviewing existing ditch to receive water for capacity. Need heavy rain.	Joe
Pekin Boat Club Dredging	Bidding	Private dredging of channels around the club.	Ron
Pekin Hospital	Construction	Upgrading 8th floor pediatrics, LDR Facility on 2nd & 3rd floors, & diagnostics	Ron
McKenzie Building/Old Post Off.	Construction	Remodeling former cell areas for offices	Ron
Velde Ford	Construction	Addition and remodel	Ron
Velde GM SuperCentre	Construction	Remodeling existing facility on Auto Row.	Ron
Dragon's Dome	Construction	Concession stand for outdoor ball fields	Ron
Subdivisions:			
Deerfield Sections 1, 2, 3, & 4	Construction	Continuing to build homes	Ron
Marigold 9A	Construction	Continuing to build homes	Ron
Marigold 10 & 11	Construction	Starting to build homes. 22 homes	Ron
Marigold 12	Construction	Plans for next addition. 28 homes	Ron
Velde Dr.	Construction	Working with developer on completing road, part of Marigold 12.	Ron
Lutticken's Cove	Construction	Continuing to build homes. Met with developers for the next section to the east	Ron
Lake Whitehurst	Construction	Continuing to build homes	Ron
Sunset Hills 30, 31, & 32	Construction	Continuing to build homes	Ron
Lake Kennedy	Construction	Continuing to build homes	Ron
Lakeshore Condos	Construction	New 11 unit condo project	Ron
Sunset Lake Estates	Construction	Starting construction. 42 homes	Ron
Hickory Hills 1 thru 4	Construction	Continuing to build homes	Ron
Hickory Hills 5	Construction	Received construction drawings for review.	Ron
Sierra Drive	Construction	Building homes.	Ron
Gingoteague #5	Construction	Building homes. 40 homes	Ron
<i>Gingoteague #6</i>	<i>Design</i>	<i>Building homes. 12 homes. To Planning 4/12/06</i>	<i>Ron</i>
<i>Grandview Estates(Lutticken's)</i>	<i>Prelim Design</i>	<i>Building 37 homes in the eastern portion of Lutticken's. Planning agenda 4/12/06</i>	<i>Ron</i>

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
APRIL 6, 2006
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

PRESENT: Denny Kief, Jim Brecher, Joe Wuellner, Chuck Lauss, and Dave Pagliaro. Also present was Sue McMillan and Joe Berardi

The meeting was called to order.

UNFINISHED BUSINESS:

1. List of Changes for Bus pickup at Grade Schools

Matt Wilkerson and Greg Ranney presented the most recent changes that have gone into effect for morning drop-off and dismissal at the grade schools. Signage has been put in several locations to help eliminate parents from waiting in vehicles posted "no parking" and signs indicating right turns only. It was felt the next step was police presence to enforce the restrictions. Members discussed still the need to get the buses on school grounds to eliminate traffic backups. The schools had timing and recess issues in routing buses in turn-about and in lots.

DECISION: Student safety and bus discussion with school district to continue. Matt Wilkerson to report back at May meeting.

ACTION: Deputy Chief Brecher to arrange manpower to monitor locations. Possibly staggering shift change for patrol officers to be available for dismissals.

Greg asked that the committee revisit the parking on 3rd Street in front of Hoyle Transportation

The committee recently recommended no parking to help the buses enter and exit the property. It was felt the parking restriction should be switched to the opposite side of the street.

ACTION: everyone to take a look at the issue before the next meeting. Place on agenda for action at the May meeting.

NEW BUSINESS

1. Committee Structure

Members were informed that the Mayor's action to discontinue any practice of Council members being appointed or assigned as liaison to board, committees or commissions would require that the Code be amended regarding the Traffic Safety Committee. Members also discussed the appointment of a chairman by the Mayor for a one year term.

DECISION:

It was the consensus of the members that the committee would like to function without a chairman or if necessary the chairman be elected from within the committee.

ACTION: Sue to draft ordinance deleting the provision to a Council member being appointed to the committee as well as references to chairman.

2. Traffic Congestion Around St. Joseph School

Members were informed that complaints were received regarding the inability of residents to get to their houses when parents were waiting for school dismissal. Vehicles were double parked on Haines. School property is being utilized for buses and parent pick-up. It was felt police presence and/or ticket for violations would rectify the practice for a time.

ACTION: Deputy Chief Brecher to arrange for patrol of area during dismissal time.

3. Handicapped Parking on State by Second Reformed Church

City received request for spaces on the street. Dave pointed out that the church area includes a large parking lot and suggested the handicapped spaces be marked on church property.

DECISION:

It was the consensus of the members that the committee would take a look at the area before the next meeting. Action to be taking at the May meeting.

AROUND THE TABLE:

The City had been informed that heavy equipment would be transporting rock to the new development site in Sunset Hills. Discussion followed regarding the best route to travel off the truck route to reach, dump, and turn around the tractor-trailer trucks. Dave was instructed to measure the distance from Valle Vista to Highwood, Highwood to the site. From VFW to 14th, 14th to El Camino, El Camino to Quail Hollow, Quail Hollow to Sierra, Sierra to Highwood, Highwood to the site.

Project begins Monday April 10 – Committee to make decision by e-mail Friday.

It was the consensus of the committee to schedule Traffic Safety Meetings on the first Friday of each month at 8:30.

Jeannie Calvin entered the meeting. She expressed appreciation for action taken by the committee in putting back up on her street the sign for Deaf Child. She indicated her son wanted to thank the committee but was sick. He would send thank you.

With no further action the meeting was adjourned.

Meeting Adjourned at 4:50 P.M.

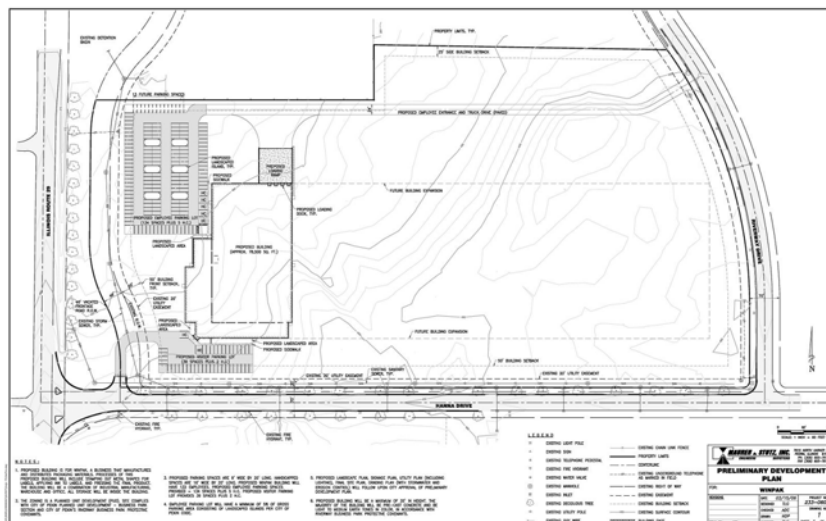
Respectfully submitted

Sue E. McMillan

NEXT MEETING FRIDAY, MAY 5, 2006 @ 8:30 A.M.

BUILDING REPORT 2006

MONTH	DWELLINGS		GARAGES		MULTI-FAMILY		COMMERCIAL		COMMERCIAL REMODELING		RESIDENTIAL REMODELING		MISC.	RESIDENTIAL DEMOLITIONS	COMMERCIAL DEMOLITIONS
JANUARY	2.00	\$251,250					4.00	\$194,100	4.00	\$262,436	4.00	\$61,500	2.00	\$2,800	\$3,000
FEBRUARY	5.00	\$845,250	3.00	\$40,600			5.00	\$5,717,400			6.00	\$35,000	9.00	\$52,344	
MARCH	6.00	\$1,070,500	3.00	\$109,705	1.00	\$127,500	5.00	\$99,191	5.00	\$1,406,300	20.00	\$289,691	19.00	\$34,391	
APRIL															
MAY															
JUNE															
TOTAL 6 MO.	13.00	\$2,167,000	6.00	\$150,305	1.00	\$127,500	12.00	\$6,010,691	11.00	\$1,668,736	30.00	\$386,191	30.00	\$89,535	3,000.00
JULY															
AUGUST															
SEPTEMBER															
OCTOBER															
NOVEMBER															
DECEMBER															
TOTAL 6 MO.	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00
YEAR	13	\$2,167,000	6.00	\$150,305	1.00	\$127,500	12.00	\$6,010,691	11.00	\$1,668,736	30.00	\$386,191	30.00	\$89,535	3,000.00



WHEREAS, digestive diseases, in general, rank first among illnesses for total economic burden making up about 15% of all direct health care costs, therefore being an important health care issue in our Nation; and

WHEREAS, the largest group of digestive diseases is made up of a family of digestive motility diseases/disorders that are caused by a poorly understood neuromuscular dysfunction of the gut that may produce in any region of the digestive tract chronic motor and sensory disturbances characterized by weakened, spastic or failed propulsion of food through the digestive system; and

WHEREAS, these gut motor and sensory disturbances – loosely referred to as “dyspepsia” when effecting the upper digestive tract and commonly found in association with delayed gastric emptying – amounts to more than 2 million physician outpatient visits annually and almost 40% of all referrals to a gastroenterologist; and

WHEREAS, 10% of Americans are affected on a daily basis by heartburn, which for half of this group is caused by a motor disturbance of the stomach that results in delayed gastric emptying whose symptoms of bloating, a feeling of fullness with abdominal discomfort, and nausea are not addressed by acid-suppressing drugs alone; and

WHEREAS, 20 to 30% of the general North American population experience bothersome upper or lower digestive tract motility disturbances on a chronic basis; and

WHEREAS, lack of formal recognition of this continuum of serious digestive motility problems has resulted in discrimination against patients for disability claims, marginalization of care, and even refusal of care with the explanation that the symptoms are psychologically based; and

WHEREAS, national and international organizations, such as the Gastroparesis and Dysmotilities Association, the Gastroparesis and Dysmotilities Association-USA, and the Association for Gastrointestinal Motility Disorders, are committed to educating the health care community and the general public regarding the serious nature of digestive motility diseases/disorders and to provide accurate information on treatment, early detection and symptom management.

NOW, THEREFORE, BE IT RESOLVED that I, FRANK H. MACKAMAN, the City Council, of the City of Pekin, Illinois, do hereby proclaim the month of May, 2006, to be

“NATIONAL DIGESTIVE MOTILITY AWARENESS MONTH”

in the City of Pekin, Tazewell County, Illinois

ADOPTED, this 24th day of April, in the Year of Our Lord, Two Thousand and Six.

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 FRANK H. MACKAMAN, Mayor of the City of Pekin, do hereby proclaim the week of May 8TH, 2006 to be

"NATIONAL 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 24th day of April, in the Year of Our Lord, Two Thousand and Six.

FRANK H. MACKAMAN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Proclamation

Municipal Clerks Week

April 30 through May 6, 2006

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, _____, Mayor of _____, do recognize the week of April 30 through May 6, 2006, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, _____ and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this day _____ of _____, 2006

Mayor

Attest: _____

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone Pekin police-fire communications center; and

WHEREAS, Public Safety Dispatchers are the first and most critical contacts our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their jobs in the past year.

NOW, THEREFORE, BE IT RESOLVED, that I FRANK H. MACKAMAN, Mayor of the City of Pekin, do hereby proclaim the week of April 9th –April 15th, 2006 to be

"NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"

in the City of Pekin, Tazewell County, Illinois, and call upon all citizens to honor and show appreciation for all telecommunicators.

ADOPTED, this 24th day of April, in the Year of Our Lord, Two Thousand and Six.

FRANK H. MACKAMAN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, Good Shepherd Lutheran School was established in our community in August of 1981; and

WHEREAS, the school has continued to grow and expand its program to reach children age 3 through the 8th grade; and

WHEREAS, the school provides quality Christian education to families in the Pekin Community; and

WHEREAS, the year 2006 marks the 25th year of Good Shepherd Lutheran School, and

NOW, THEREFORE, I FRANK H. MACKAMAN, Mayor of the City of Pekin, Illinois, recognize that Good Shepherd Lutheran School is a valuable Christian educational facility in our community.

ADOPTED, this 24th day of April, in the Year of Our Lord, Two Thousand Six.

FRANK H. MACKAMAN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, *The purpose of the Pekin Community High School Dragon Pride school-wide student recognition event is to provide Pekin High School students the opportunity to showcase to the community their accomplishments in various classroom activities; and*

WHEREAS, *In addition, selected students from the various academic departments will be honored for their outstanding accomplishments; and*

WHEREAS, *The faculty and administration of Pekin Community High School believe that the public should have the opportunity to be more aware of the quality and variety of activities performed by our high school students; and*

WHEREAS, *The Dragon Pride event is just such an opportunity; and*

NOW, THEREFORE, BE IT RESOLVED, *that I FRANK H. MACKAMAN, Mayor of the City of Pekin, do hereby proclaim the week of May 8TH, 2006 to be*

"DRAGON PRIDE WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all citizens to participate on Dragon Pride night, held on Tuesday, May 2, 2006 from 6:00 to 8:00PM in the Hawkins gymnasium.

ADOPTED, *this 24th day of April, in the Year of Our Lord, Two Thousand and Six.*

FRANK H. MACKAMAN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

NATIONAL ASSOCIATION of LETTER CARRIER'S
FOOD DRIVE

Dear Mr. Mayor,

I am contacting you about the upcoming NALC Food Drive to be held throughout the Pekin area on May 13th this year.

Pekin letter carriers, rural carriers, other postal employees, and numerous volunteers come together to provide Pekin area food banks with much needed donations of non-perishable food and basic-need items.

Last year in Pekin, 12,860 pounds of donations was collected, *in only one day!* This was only a 41 pound increase from the previous year, but every little bit helps.

I was hoping to get your help in bringing attention to the NALC Food Drive. I will also be contacting area churches and schools. Last year, three of Pekin's grade schools directly participated, and we have had a lot of cooperation from the Pekin Daily Times.

Mr. Ivan Berg at Pekin United Way helps me each year to make Pekin's NALC Food Drive a success, and every year we hope it is more successful.

Whatever you or your office can do to remind the Pekin area of the NALC Food Drive will be of help to us since this event is also held the same day as Race for the Cure. Please contact me with any questions or suggestions.

Thank you in advance, and remember, we can always use volunteers.

My name is Chris Swenson. I am a letter carrier at the Pekin Post Office, and also the Food Drive Coordinator. You can contact me at the post office before 9AM at 346-7878, or I have voice mail at 224-5408. You can also contact the Pekin United Way.

ANNUAL NATIONAL ASSOCIATION of LETTER CARRIER'S
FOOD DRIVE

Held every 2nd Saturday in May

The 2006 NALC Food Drive will be held on Saturday May 13th

Proud Supporters:

NATIONAL ASSOCIATION OF LETTER CARRIERS

UNITED STATES POSTAL SERVICE

CAMBELL'S SOUPS

AFL-CIO

THE UNITED WAY of AMERICA

AMERICA'S SECOND HARVEST

(a giant network of food banks)

THIS IS THE LARGEST ONE-DAY FOOD DRIVE IN THE NATION!!

This year is the 14th annual NALC Food Drive, and the need for non-perishable food donations and basic need products is greater than ever due to the devastating destruction caused by last year's hurricanes. Letter Carriers around the nation are ready for the challenge. They will collect the much-needed donations from a generous public, and "deliver" them to those who need it most.

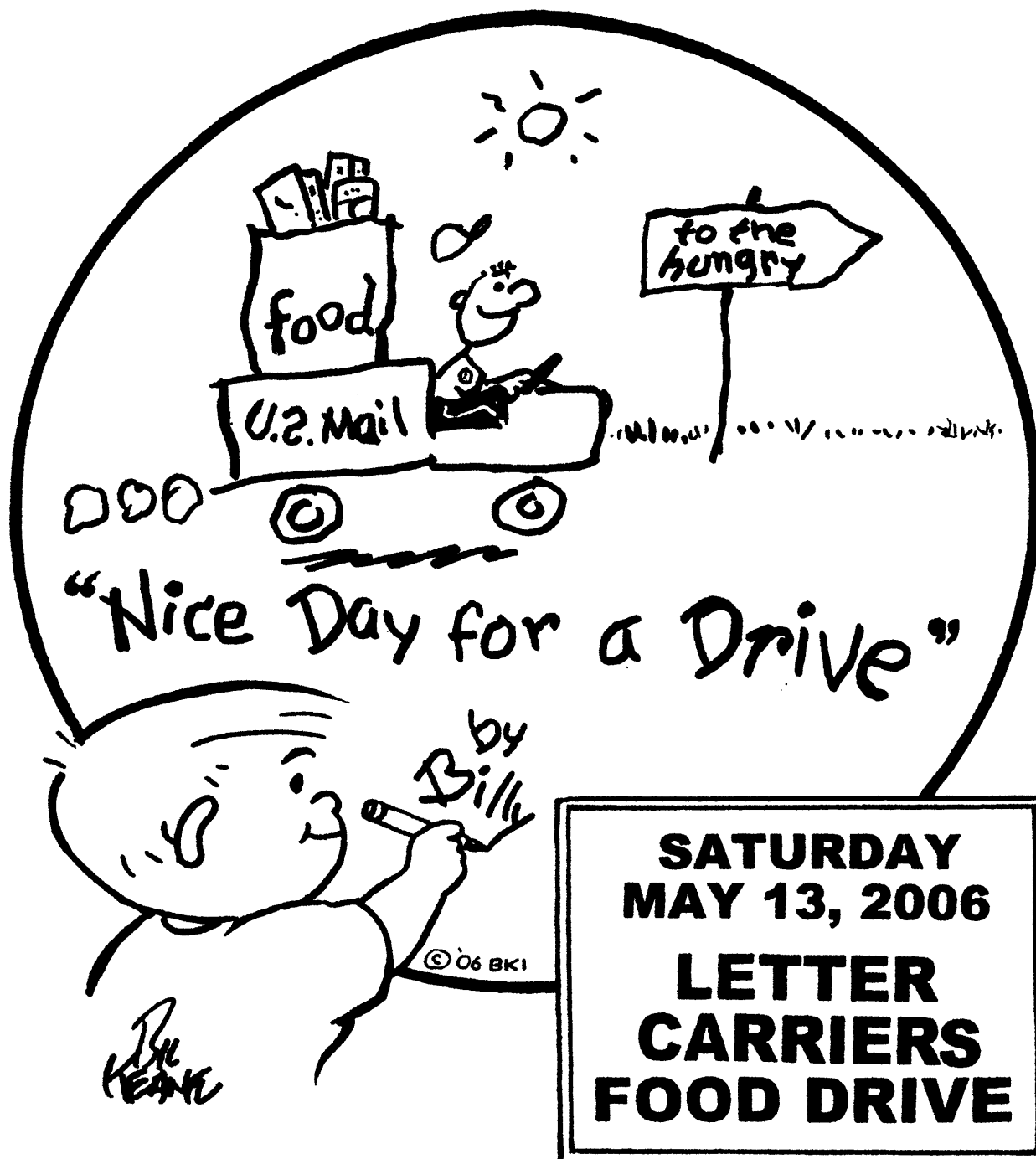
Over the past thirteen years, the effort by letter carriers, with the help of rural carriers and other postal employees and numerous volunteers has resulted in well over a **half-billion** pounds of donations to local food banks throughout the nation.

An estimated 30 million people in America, including nearly 14 million children face hunger every day. The NALC Food Drive is a way that postal employees can help their communities help those in need.

Postal customers simply need to place their donation in or near their mailbox, and the letter carrier does the rest. All donations are distributed to local food banks and area food pantries.

The NALC Food Drive is held at a time when food pantries are running low and need to be restocked. Summer months are especially difficult for children of low-income families because school breakfast and lunch programs are suspended. Many of these families are working families just trying to make it through tough times. The NALC Food Drive can really make a difference.

Last year's NALC Food Drive collection exceeded the previous year's record of 71.3 million pounds by nearly a half-million pounds!! We hope that each year the NALC Food Drive is more successful.



**SATURDAY
MAY 13, 2006
LETTER
CARRIERS
FOOD DRIVE**



**UNITED STATES
POSTAL SERVICE.**

Campbell's

United Way
America's Essential Service
Ending Hunger

United Way



**PLACE NON-PERISHABLE FOOD ITEMS IN A BAG BY YOUR
MAILBOX. WE'LL DELIVER IT TO A LOCAL FOOD BANK OR
PANTRY. THANKS SO MUCH.**

YOUR LETTER CARRIER

RESOLUTION NO. 146-05/06

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the respective offices and for a term set opposite their names to the first Monday in May, unless otherwise specified.

FIRE & POLICE COMMISSION	Dennis W. Short	3 year term
ELECTRICAL COMMISSION		1year term
Electrical Inspector	Mark Reeder	
Fire Inspector	Charles Lauss	
General Contractor	Ed Ghelardini	
Reg. Prof. Elec. Engineer	Gene Lindholm	
Electrical Contractor	Donald Erps	
Electric Utility Rep.	Mike Fisher	
Journeyman Electrician	Harold Lard	
FIRE PENSION BOARD	Charles Lauss	3 year term
	Thomas Tesar	

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 24th day of April, 2006.

Mayor

ATTEST:

City Clerk



Computer Maintenance and Repair Services *Request for Proposal*



Date:	April 6, 2006
Presented to:	City of Pekin Bob Reis
Presented by:	RK Dixon Patrick C. Asher, IT Account Executive

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The City of Pekin has asked RK Dixon to respond to an RFP for Computer Maintenance and Repair Services.
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we hope to use this response to obtain an opportunity to discuss these options as well with the City of Pekin.3

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I. EXECUTIVE SUMMARY

The City of Pekin has asked RK Dixon to respond to an RFP for Computer Maintenance and Repair Services. The support requested and proposed is in the form of hourly rates for emergency and non emergency support for a 36 month period. RK Dixon provides many various support packages we tailor to individual account needs, and we hope to use this response to obtain an opportunity to discuss these options as well with the City of Pekin.

II. RESPONSE TO REQUESTED INFORMATION

1. General

Company Background- RK Dixon (est. 1983)

RK Dixon Co. assists our clients with technology business solutions working from seven offices throughout Illinois and Iowa. Now in our second decade, we've assembled a team of the most "tech-knowledgeable" and business savvy people in the industry to assist your organization. The experience and capabilities of RK Dixon Company's personnel allows you to tap into a deep reservoir of insight, knowledge and practical application.

Since the Company's beginning, our approach has required that every detail be considered meticulously- a proven approach that leaves nothing to chance prior to launch.

RK Dixon Company is a student of history. We have reasoned that the leaders in contemporary business must have learned a lot about what not to do as they were building their successful organizations. So we have added our experience and collective insights to the model of their proven practices to create a winning approach to proving technology solutions. Each client receives individual attention, study and consultation in its purest form. Your inputs and needs and our time-tested and proven methods combine to eliminate "maybe's" and "what-if's." This results in successfully delivered projects to our clients who are interested in a cost-effective projects and mutually beneficial long-term relationships.

Company Information

Clients approach us with diverse business problems and look to our team for innovative and flexible solutions. Our teams are focused into core practices guaranteeing a thorough knowledge of the business drivers and an exceptional understanding of the technology and its impact. Multi-discipline teams work together to ensure that right solutions are implemented. RK Dixon Company's service offerings include:



Duplication: Print, Copy, Fax, Scan

Network Solutions: Network Assessment, Security Assessments, LAN/WAN Design, IP Telephony Integration, Network Implementation, and Windows2000/3 Planning & Implementation

Project Management: Project & Program Management, Project Charter, Specific Industry Consulting

Document Management: Integrated Document Management software solutions allow companies to efficiently manage complex business processes and transactions and leverage their ERP or line of business systems.



As a national leader in Microsoft technologies, RK Dixon has earned the **Microsoft Gold Certified Partner** designation, and has been named as one of the Top 100 Resellers in North America. The RK Dixon team includes 8 Microsoft Certified Professionals, whose certifications include: 6 MCSE's, 2 MCSE/Security, 2 MCSE/Messaging, 1 MCDBA, and 1 MCSD. Our team

averages over 10 years of experience in networking and systems technologies and utilizes dedicated project management and business/strategy consultants to assure well-run projects meet our client's technical needs and their strategic business goals.

RK Dixon has found that organizations too frequently concentrate on technology issues and deploy their infrastructure in a reactive fashion. The result of this is that the infrastructure is difficult and costly to manage, creating islands of technology and information that lack flexibility and responsiveness to change. Our goal is to work with you to ensure that your infrastructure positions your organization for today and tomorrow's opportunities, maximizes your return on investment (ROI) and takes infrastructure complexity out of your hands so you can focus on business strategy and core competencies.

RK Dixon- Cisco Premier Certified Partner

Partner Details	
Company	R K DIXON COMPANY INC
Certifications	- Premier Certified Partner
Specializations	- VPN Security Specialization - IP Communications Express Specialization
Other Authorizations	-SMB Select Partner -Registered Partner
HQ Address	5700 Utica Ridge Rd Davenport IA 52807-2943
Phone Number	319-344-9100
Country	USA
URL	WWW.RKDIXON.COM

Security

Security Architecture

RK Dixon's certified staff can help your organization to design and implement a security architecture that meets your organization's security and budget requirements. We use a layered security approach that allows security to be built in to some or all of your network components. Our experience with network firewall design, two factor authentication, smartcards, public key infrastructure, Secure Sockets Layer (SSL), remote access and site-to-site VPN, SSL VPN, and IDS systems is invaluable to our customers. We are also available to do independent security architecture reviews of existing networks for regulatory compliance or simply for peace of mind.

Network and Host Intrusion Detection and Prevention

Intrusion Detection Systems (IDS) can alert your IT staff to network attacks as they occur. In addition, properly configured Intrusion Prevention Systems (IPS) can block attacks while allowing legitimate traffic to flow uninterrupted. Many organizations have hesitated to deploy these technologies due to the complexity of current solutions. Let our trained security professionals design a system that meets your organization's security and manageability needs. Whether the driving factor behind your implementation is enhanced security, protection of your organization's information assets, regulatory compliance, or some other need, RK Dixon can help.

Vulnerability Assessment and Penetration Testing

Vulnerability assessment can be a valuable tool to determine the state of your organization's security posture. Let RK Dixon's trained professionals play the role of hostile attackers as we attempt to gain privileged access to your information systems. We document each step of the process from footprinting and document grinding through exploitation of vulnerabilities as we test the strengths and weaknesses of your information security defenses. Perimeter tests designed to test your Internet security measures are available, as well as comprehensive tests encompassing every device on your network. The results of such tests may be used as a third party verification of network security systems for regulatory compliance, or as a means to win funding and support for future security programs.

Anti-virus, Malware, and AntiSPAM technologies

Viruses, worms, malware, and unsolicited bulk email costs organizations worldwide millions in lost productivity and downtime. Blocking spam and viruses in email at the perimeter of the network can reduce the load on your corporate messaging servers, freeing up valuable collaboration resources. Keeping viruses out of your computing environment can save your IT department time and money. Let our highly skilled and trained security staff design the correct solution for your enterprise. RK Dixon has experience with all major vendors of anti-virus and anti-spam software.

Patch Management

The proliferation of automated Internet attacks has put patch management at the front of many IT departments' priorities. Let RK Dixon's trained professionals help your IT team to develop a comprehensive patch management solution. We are trained and experienced with Microsoft's software update services, as well as with the current version of Microsoft's Windows update services. Through our strategic vendor relationships, we also have several third party solutions to managing the patching process.

Content Management

Organizations worldwide lose millions of dollars in lost productivity and lawsuits due to inappropriate use of Internet resources. RK Dixon's network engineers are familiar with every major content filtering solution available today. Let our experience guide your IT team in designing and implementing the content filtering solution that best fits your environment.

Network Log Auditing

Through a strategic partnership with Computer Associates, RK Dixon is able to deliver a complete network log collection and auditing solution for your organization. This solution is able to gather and correlate logs from many different systems including but not limited to Windows Server logs, Firewall

logs, UNIX system logs, and network syslogs. Reports can then be generated and automated to reflect these events. How would you like to be able to generate a report of every user created on any Windows or UNIX system in the last year? How about a report of any group membership changes that have occurred in the last month, and the name of the administrator account that made the change? These types of reports can be a click away with this solution.



Managed Network Services

For most businesses, their network has become their primary means of communicating with their customers, vendors and employees. Today's computer networks are truly "business critical". As a result, it is crucial that the network infrastructure is always available and operating at peak

efficiency.

If you don't think your network is important, unplug it!

The ability to predict, identify and resolve network issues is the foundation of our model that we call CompuSuite. Typically, monitoring tools have only been available to large enterprises because of their high cost and complexity. RK Dixon has recognized the needs of small and medium-sized businesses and packed it into an extremely cost effective monthly service.

Choosing [CompuWatch \(+\)](#), [CompuCare / CompuCare +](#) or [CompuSource](#) is a proactive first step in receiving quality network support. We offer network monitoring to any sized business as a service not a product. Why choose a service? We bring network management to our clients by delivering a solution that minimizes the risks associated with deploying IT monitoring tools: time, cost, and complexity.

Feature	CompuWatch (+)	CompuCare	CompuCare +	CompuSource
CompuSupport				
24 X 7 Network watch	✓	✓	✓	✓
Availability status and notifications	✓	✓	✓	✓
Performance reporting	✓	✓	✓	✓
CompuSuite technical support	✓	✓	✓	✓
Managed Services				
Remote support	Billable	✓	✓	✓
Onsite support	Billable	Billable	Scheduled	Scheduled
After-hours support	Billable	Billable	Billable	Billable
Hardware included	--	--	--	✓
Software licenses included	--	--	--	✓
Quarterly analysis meetings	--	✓	✓	✓
Contract Terms				
- Contract period	1 year	1 year	1 year	3 years
- Set-up fee	✓	✓	✓	✓

References

Henry County- Cambridge, IL
Rock Island County- Rock Island, IL
Rock Island Probation- Rock Island, IL
Rock Island Court Services- Rock Island, IL
Rock Island Health Department- Rock Island, IL
Macon County- Decatur, IL
Marshall County Clerk- Lacon, IL

Single Point of Contact for Support

Available at the award of contract, with back up personnel available

Investment

Maintenance Cost- Although we do have some AS400 experience on staff, NO BID at this point in time

Routine Service Charge per Hour- \$100.00 per Hour

Emergency Service Charge per Hour- \$150.00 per hour

Conclusion

Thank you for the opportunity to quote on your support contract. Please feel free to contact me for additional information of alternative proactive options for your support.

Patrick C. Asher
IT Account Manager
RK Dixon IT Group
309-692-3300- Office
309-472-0532- Cel
pasher@rkdixon.com



1200 E. Glen Avenue
Peoria Heights, IL 61616
Ph 1.888.750.4731
www.pearltechnology.com
Local 309.679.0320

April 7, 2006

Request for Proposal Response

Pearl Technology

Kyle Horn

Business Development Manager



REQUEST FOR PROPOSAL

Computer Maintenance and Repair Services



1200 E. Glen Avenue
Peoria Heights, IL 61616
Ph 1.888.750.4731
www.pearltechnology.com
Local 309.679.0320

April 7, 2006

Bid Response

Maintenance cost	\$2700/year (IBM Printers)
Routine Service charge (per hr.)	\$100/hr
Emergency Service charge (per hr.)	\$125/hr



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April 7, 2006

Maintenance Proposal – Terms & Conditions

1. Term of Agreement - This Agreement shall commence on the Effective Date and shall remain in effect for a period of twelve (12) months. This Agreement shall continue from month to month after the expiration of the initial term unless terminated by either party upon thirty (30) days' prior written notice. This Agreement shall be terminable by either party during the initial term upon not less than ninety (90) days' prior written notice. Any item of Equipment may be withdrawn from this written Agreement by the customer, at any time, upon giving thirty (30) days' prior written notice.

2. Charges - The monthly maintenance charges provided for in this Agreement, commencing on the Effective Date of this Agreement, will be invoiced as of the first day of each calendar month. Payment will be made in full within thirty (30) days after the date of invoice. All other charges hereunder are payable as specified in the applicable invoice for such charges. If customer defaults in the payment of any invoice, Pearl Technology may upon notice, modify the payment terms set forth herein, in addition to its other remedies. Charges for a partial month's service will be prorated on the basis of a thirty- (30) day month.

All charges specified are those currently in effect and are subject to change by Pearl Technology upon ninety- (90) days' prior written notice. If the charges are increased, the customer may on the effective date of such increase, terminate this Agreement or withdraw from service any item of Equipment thereby affected upon thirty (30) days' prior written notice; otherwise, the new charge shall become effective upon the date specified in the notice.

There shall be added to the charges due hereunder an amount equal to all taxes, however designated, levied, or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Pearl Technology in respect of the foregoing, exclusive, however, of taxes based on net income.

3. Scope of Pearl Technology Maintenance Service - Pearl Technology will render maintenance service to keep the Equipment in, or restore the Equipment to, good working order. This maintenance service includes scheduled, preventive maintenance, based upon the specific needs of the individual item of Equipment as determined by Pearl Technology and unscheduled, on-call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by Pearl Technology. Maintenance parts may or may not be manufactured by the original equipment manufacturer, may be altered by Pearl Technology to enhance maintainability, and, may be new or reconditioned to perform as new. All maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of Pearl Technology. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. If maintenance service is requested by customer to be performed outside the period selected by customer, such service will be provided at the applicable Pearl Technology per call rates and terms then in effect.

4. Exclusions From Pearl Technology Maintenance Service - The following services (inclusive of replacement of maintenance parts) are outside the scope of Pearl Technology maintenance service provided hereunder:

- (a) electrical work external to the Equipment;
- (b) repair of damage or increase in service time due to any cause external to the Equipment adversely affecting its operability or serviceability which shall include but not be limited to, fire, flood, water, wind, lightning and transportation, or due to neglect or misuse;
- (c) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or customer's improper use, management or supervision of the Equipment including without limitation, the use of supplies, disc packs and cartridges;
- (d) repair of damage or increase in service time caused by the use of the Equipment for purposes other than for which it is designed;
- (e) furnishing platens, supplies or accessories, painting or re-finishing the machines or furnishing material therefor, making specification changes or performing services connected with relocation of Equipment, or adding or removing approved accessories, attachments or other devices except as set forth herein;
- (f) such service which is impractical for Pearl Technology field engineers to render because of alterations in the Equipment or their connection by mechanical or electrical means to another machine or device; and



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April 7, 2006

(g) systems engineering services, programming, and operational procedures of any sort.

The replacement of maintenance parts such as cathode ray tubes is limited to failure of such parts and does not include such occurrences as burnt phosphor of the CRT screen.

In the event the Equipment covered by this Agreement involves the handling of currency, the cash drawer or other compartments containing currency must be removed by customer prior to Pearl Technology commencing service.

5. Other Service Available to Customer - Upon customer's request, the rendition of services outside the scope of Pearl Technology maintenance service will be within the discretion of Pearl Technology and, if performed, will be at the applicable Pearl Technology per call rates and terms then in effect.

6. Access to Equipment - Customer will provide Pearl Technology with full and free access to the Equipment under maintenance service and a safe place in which to perform such service. If persons other than Pearl Technology field engineers repair, modify, or perform any maintenance on any item of Equipment covered by this Agreement, and as a result thereof, any maintenance service by Pearl Technology is required to restore the Equipment to good operating condition and Pearl Technology serviceable condition, such service will be made at the applicable Pearl Technology per call rates and terms then in effect.

7. Additional Equipment - Additional items of Equipment will be made subject to this Agreement upon execution by a duly authorized representative of the customer, and acceptance thereof by Pearl Technology of (a) the customer's purchase order, (b) Pearl Technology's form of addendum or (c) a letter agreement will state the location, the additional items of Equipment, the type, model, serial number, periods of maintenance service availability, the effective date of the commencement of maintenance service availability, and charges with respect of such Equipment.

8. Periods of Maintenance Service Availability - The monthly maintenance charge described herein entitles the customer to weekday maintenance service availability during the period of nine (9) consecutive hours between the hours of 8:00 A.M. and 5:00 P.M. daily, Monday through Friday, except legal holidays referred to hereafter as Pearl Technology normal working hours.

The customer may select, for an additional charge, on Equipment for which Pearl Technology offers such service, optional hours of maintenance service availability as shown on the face of this Agreement; however, such optional period(s) shall also exclude legal holidays and must include Pearl Technology's normal working hours.

Scheduled preventive maintenance will be performed within Pearl Technology's normal working hours. If the customer requests preventive maintenance at times outside of Pearl Technology's normal working hours, Pearl Technology will charge at the per call rates and terms then in effect.

The hours of maintenance service availability for Equipment on Monday through Friday, except legal holidays, shall be the same each day and the hours on Saturday or Sunday shall be the same hours on all Saturdays or Sundays.

The customer may change his selected periods of maintenance service availability at the beginning of any calendar month by giving Pearl Technology fifteen (15) days' prior written notice.
All Equipment at a single location shall have a common period of maintenance service availability.

9. Travel Expenses - Pearl Technology will charge the customer, if the location shown on the face of this Agreement is located beyond the perimeter of Pearl Technology's designated serviceable Area, for travel time at Pearl Technology per call rates and terms then in effect, as well as for all other expenses incurred by Pearl Technology field engineer for travel beyond the perimeter of such Pearl Technology Serviceable Area in connection with service during Pearl Technology's normal working hours.

10. Maintenance Service Outside Selected Periods - If the customer requests unscheduled on-call remedial maintenance to be performed at a time which is outside the selected period of maintenance service availability, the service will be furnished at the applicable Pearl Technology per call rates and terms then in effect. Travel time and expenses are billable in connection with such maintenance.

11. Installation and Control of Engineering and Safety Changes - Pearl Technology will control and install all engineering changes it deems necessary on Equipment covered by this Agreement unless otherwise requested by the customer in writing. There will be no charges for such engineering changes.

Solutions that drive your business Pearl Technology will control and install, without charge, all safety devices it deems necessary. If the customer refuses to permit installation of a safety change, or removes a safety change already installed, Pearl Technology may, at its option, discontinue



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Local 309.679.0320

April 7, 2006

providing maintenance service until the hazard has been corrected.

If the customer requests installation of engineering changes, including safety changes, at any time other than during Pearl Technology's normal working hours, Pearl Technology reserves the right to charge for such service at the applicable Pearl Technology per call rates and terms then in effect.

12. Disclaimers; Customer's Responsibilities - PEARL TECHNOLOGY'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. PEARL TECHNOLOGY WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED HEREUNDER.

It is the responsibility of the customer to ensure that all of its files are adequately duplicated and documented. Pearl Technology will not be responsible for customer's failure to do so, nor for the cost of reconstructing data stored on disc files, tapes, memories, etc. lost during the course of performance of maintenance service.

13. General - Pearl Technology reserves the right to adjust the specified monthly charges if the Equipment specifications, attachments or features of any item of Equipment are changed after the date hereof.

Pearl Technology is not responsible for any failure to render service due to strikes or causes reasonably beyond its control.

The customer represents that it is the owner of the Equipment subject to this Agreement or, if not the owner, that it has the authority to enter into this Agreement.

Pearl Technology may upon giving prior written notice to the customer, assign this Agreement and Pearl Technology's rights hereunder, to any parent, subsidiary or affiliate thereof. This Agreement is not assignable by customer without the prior written consent of Pearl Technology, Inc. and any attempted assignment without prior written consent shall be void.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Pearl Technology reserves the right to terminate maintenance service immediately in the event customer is in default under any agreement with Pearl Technology. This Agreement will terminate immediately and all charges due hereunder will become immediately due and payable in the event that customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against customer under any law having for its purpose the adjudication of customer a bankrupt or the reorganization of customer.

Any notice or other communication given hereunder shall be in writing and mailed, if to Pearl Technology to the address of Pearl Technology's District office shown on the face of this Agreement, and if to the customer, to the address of the customer shown on this Agreement or to such other address as such party shall have heretofore designated by notice in writing. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Pearl Technology and the customer with respect to the furnishing of Pearl Technology maintenance service. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer for the repair or maintenance of the Equipment.

Customer acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions. Further, customer acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which superseded all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.



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Peoria Heights, IL 61616
Ph 1.888.750.4731
www.pearltechnology.com
Local 309.679.0320

April 7, 2006

Presented by: Kyle Horn – Business Development Manger

Accepted by: _____

Pearl Technology, Inc.

By: _____

Title: _____

Date: _____

Accepted by:

By: _____

Title: _____

Date: _____

Computer Maintenance and Repair Services Proposal

City of Pekin



Dated April 4, 2006

Prepared by:



*one call, single source
hardware management*

**970 Bolger Court
Fenton, Mo. 63046
(636) 305-9200**

Gary Lingo – Sales Director
glingo@issisolutions.com

Introduction

ISSI is pleased to present to the City of Pekin, our proposal to support your LAN/WAN and to provide repair services for technology equipment and peripherals listed in the RFP. Our goal is to keep your IT hardware up and running, reduce hardware related complaints and downtime, and extend hardware life to increase its ROI.

Pricing

Item	Quantity	Monthly Maintenance Cost
IBM InfoPrint 40 laser	1	\$32.00
IBM 4234 dot-matrix	1	\$64.00
IBM 6400 dot-matrix	1	\$62.00
IBM AS/400 9406	1	<u>\$78.00</u>
Total MMC		\$236.00

Time and Material Pricing

Printers	\$85/hour
Servers	\$115/hour
PC-Workstations	\$85/hour
Laptops	\$85/hour

Acknowledged/Agreed Upon by:

PEKIN PARK DISTRICT.

INFINITE SYSTEMS SERVICES, INC.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Type or Print Name)

(Type or Print Name)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

The information contained in this proposal is proprietary and confidential information of Infinite Systems Services Incorporated (ISSI). Such information is not to be disclosed other than purpose of this document submission, nor is it to be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal, without the written consent of ISSI.



April 10th, 2006

City of Pekin
City Hall Building
111 South Capital Street
Pekin, Illinois 61554

Dear Bob Reis,

Heart Technologies, Inc. is proud to be able to respond to the City of Pekin's Request for Proposal, thank you for this opportunity.

It is our intention to meet the guidelines set forth within the official Request for Proposal; Computer Maintenance and Repair Services document received on April 4th, 2006. We sincerely hope you'll find Heart's response to match point by point the specifications so defined in that document.

The management staff, and members of our organization, stands ready to meet the needs of the City of Pekin, and will be anxiously awaiting your final decision. Again, thank you for the opportunity to do business and if there are any questions we can address please contact us at (309) 427-7000.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay S. Orcutt", written over a faint dotted line.

Jay S. Orcutt
City of Pekin, Account Executive

da/de



Computer Maintenance and Repair Services Proposal

I OVERVIEW OF THE REQUEST FOR PROPOSAL (RFP) PROCESS

The City of Pekin, a public agency, is seeking an experienced firm to support its local area network and wide area network and provide repair services for our information technology equipment and associated peripherals on a Time and Materials basis, except for one IBM server, on which we are requesting a maintenance contract. This Request for Proposal (RFP) is a part of a competitive procurement process, which helps to service the City's best interests. It also provides firms with a fair opportunity for their services to be considered.

Heart Technologies, Inc., East Peoria, Illinois is a technology design consulting, engineering firm, that provides support services through-out the central Illinois corridor, is responding to The City of Pekin's RFP as defined and instructed under 'submitting proposals' procedures and select criteria section of this RFP.

II BACKGROUND INFORMATION

Heart Technologies, Inc. is in the business of providing the highest level support services on most converging technologies, and proposes to provide these support services harmoniously with The City of Pekin Mission of ensuring the highest quality and ongoing support services to operational departments within its organization. Heart Technologies is prepared to provide maintenance and repair of networks, including, but not limited to, desktop computers, servers, printers, switches, routers and other peripheral equipment necessary to keep network operational. Services will include, but are not limited to: general maintenance, repair services, replacement or addition of hard drives, diskette drives, monitors, memory, multi-media devices, printers, upgrade of equipment and software or other items to provide additional capability, speed, or versatility to the The City of Pekin's office equipment.

Heart Technologies will furnish all labor, equipment, tools, parts, and materials necessary to maintain all makes and models of servers, personal computers, microcomputers, printers, modems and other related equipment in accordance with manufacturer's service manuals and all terms, conditions, provisions, and schedules of the Agreement.

III SCOPE OF SERVICES

Heart Technologies agrees to the following support services guidelines;

- A. Heart Technologies, Inc. agrees to service current City-owned equipment and those purchased by the City during the term of the service agreement.

Services include but not be limited to:

- 1) Network/server administration;
- 2) Printer configuration and troubleshooting;
- 3) Network troubleshooting;
- 4) Configuration and installation of new network hardware;
- 5) Configuration and installation of network software; and,
- 6) Workstation troubleshooting.

- B. Heart Technologies, Inc. agrees to troubleshoot, disassemble and inspect equipment if necessary, to determine if Service can be completed at the City offices, or if equipment must be transported to Heart Technologies support facility. Heart Technologies will notify the City in writing of the estimated price of repair. If actual repair costs exceed 20% of the written estimate, Heart Technologies will obtain approval of the price increase from the Computer Committee. Heart Technologies agrees The City reserves the right to obtain a second estimate and have service provided by another firm.

- C. Heart Technologies agrees to when; Heart Technologies removes any equipment from the City offices, they will be responsible for all risk of loss or damage while equipment is transported to, and from, the our facility and while the equipment is within Heart Technologies support facility. In the event that equipment is lost or damaged, the Heart Technologies will replace it with new equipment of equal or better features and performance, as determined by the City. The City will have sole discretion to accept or reject the proposed replacement equipment.

- D. Heart Technologies agrees to respond to service calls by having qualified personnel on site within eight business hours for routine services and two hours for critical services following placement of a service call by the City. This service will be available during regular work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except for City holidays.

- E. Heart Technologies, Inc. currently does and will offer services on an emergency basis outside of regular work hours. Heart manages an 800 number Call Center manned by dispatchers and a 7/24 engineer that will respond to City of Pekin needs. If the City requests that non-emergency services be performed outside of the City's regular hours, or on holidays. Heart Technologies agrees to The City of Pekin notifying Heart in advance to allow for arrangements so that proper coordination for accessing City facilities can be made. Further agreed, Non-emergency services could

include, but are not limited to, work to update either the network hardware or workstations and/or the installation of new software that does not create stoppage of the activities of the City. Maximum response time levels will be defined for routine and critical service by the following:

- 1) 8 business hours for routine service
- 2) 2 hours for critical service.

- F. Heart Technologies agrees that on-site service shall be completed within two working days and service at Heart's location should be completed within five working days. "Complete" will mean that the equipment is installed at its designated work area and is in correct working order, with all repair and upgrade services approved by the City. The majority of devices taken out of service for repair should be returned to production within 48 hours or less, including off-site repairs. Heart Technologies will provide an emergency turnaround service of 24 hours or less.
- G. Heart agrees should service take longer than two working days on-site or five working days off-site, the Heart Technologies will provide an initial written status and weekly thereafter, to the City, concerning the equipment status and what will be done to expedite the unit's repair. If requested by the City, loaner equipment of equal capability will be provided by the Heart Technologies at no charge to the City. The City reserves the right to obtain repair services from another firm if the repair cannot be completed in a timely fashion.
- H. Heart Technologies agrees all services are performed by service technicians trained and certified by factory, original equipment manufacturer, or a nationally recognized independent training facility for the types of equipment to be repaired.
Service personnel will be directly employed and supervised by the Heart Technologies, Inc.. The City reserves the right to reject service personnel who, in its judgment, are not qualified to perform the work or who do not conduct themselves in a professional manner.
- I. Heart Technologies agrees to service being done in a professional manner and will be in accordance with the manufacturer's specifications and recommended procedures.
- J. Heart Technologies agrees to routinely monitor customer satisfaction and regularly report all feedback.
- K. Agreed; any software or data, which belongs to the City, cannot be retained by or distributed to anyone without explicit written approval from the City.
- L. Heart Technologies, Inc. insures their representatives are qualified to perform warranty and post-warranty maintenance on all the major personal computer

brands and types used by the City.

- M. Heart Technologies agrees to Personal systems eligible for service will include, but are not limited to, personal digital assistants (PDAs), laptops, and desktops. This list is not exclusive, as devices may be added and/or dropped at the discretion of the City.
- N. Heart Technologies agrees peripheral devices; printers, plotters, scanners, etc., will be eligible for service even when these devices are not connected to a personal system (for example, network printers).
- O. Heart Technologies agrees to identify key personnel who will be performing work and the contact person to coordinate all services to be performed.
- P. Heart Technologies agrees to additions and/or deletions of devices from the maintenance agreement will be easily accomplished when desired by the City without impeding services. Device deletions will follow a simple straight forward process.

IV LABOR HOURS

- A. Heart Technologies agrees Labor hours paid under this Agreement will be only for productive hours. Heart Technologies will not charge the City for time spent for transportation of workers or the acquisition, handling and delivery of materials, training Heart's staff, or discussing potential solutions with City staff.
- B. Heart Technologies allowable time for services is measured from the time Heart's personnel reports to the end user of the equipment to be serviced, and until the completion of the paperwork on the last piece of equipment serviced during the visit. No charges will made for time spent on lunch or other extended break periods.
- C. Heart Technologies services are provided on a per-call basis or as required per maintenance of rate schedule. Charges for service will be billed at an hourly rate.

V PARTS

- A. All parts furnished under this Agreement will be new, warranted, and OEM (original equipment manufacturer) recommended or authorized replacement parts.
- B. Heart Technologies will provide a method through which the City receives all parts at a substantial discount. Heart agrees The City may require copies of the manufacturer price lists, where applicable, available for inspection by the

City or its staff upon request.

VI SUBMISSION OF THE RFP

Heart Technologies, Inc. proposal is being delivered to The City Pekin no later than 5 p.m. on Monday, April 10, 2006. This proposal is being submitted to Bob Reis.

Email address: breis@ci.pekin.il.us

VII BASIS OF SELECTION

Heart Technologies, Inc. understands The City will evaluate this proposal and make the select firm decision on the following basis of:

- A. The Heart's plan to provide services to the City as described above.
- B. Heart Technologies, Inc. relevant experience, qualifications and success in providing services outlined in this RFP.
- C. Heart's references from clients.
- D. Heart Technologies, Inc. financial proposal.
- E. The quality of the proposal; specifically, responsiveness to requirements and adequacy of proposal.
- F. The designation of a key single point of contact whom will coordinate all services to be provided to the City.
- G. Any other factors relevant to Heart Technologies, Inc. capacity and willingness to satisfy the City.

ATTACHMENT "A"

MAINTENANCE AGREEMENT

Printers

IBM InfoPrint 40 laser - 1
IBM 4234 dot-matrix - 1
IBM 6400 dot-matrix - 1

Servers

IBM AS/400 9406 - 1

TIME AND MATERIALS

Printers

Hewlett-Packard LaserJet – 7
Hewlett-Packard DeskJet – 11

Servers

IBM NetFinity 5500 M20 – 2
IBM NetFinity 3000 P3-650 – 1
IBM X Series – 2

Miscellaneous

ADIC 7-slot tape library (IBM drive) – 1
Belkin 8-port KVM switch - 1

Workstations

PC-Compatible – 31
HP/Compaq – 13
IBM – 12
Dell – 2

Laptops

Compaq – 8
IBM – 7
Toshiba – 5

BIDS

Maintenance cost

3 Years at \$ 2,196.00 per Year

Routine Service charge (per hr.)

Desktop \$ 60.00 (normally \$90)
Network \$110.00 (normally \$125)

Emergency Service charge (per hr.)

During normal work hours, add 20%
1 ½ x Outside normal work hours



Contact:	
Phone Number:	
Agreement Number:	1500
Start Date:	4/19/2006
End Date:	4/18/2009
Purchase Order Number:	

End Date:
Purchase Order Number:

Code	10	Emergency Response
Code	20	2 Hr. Response Time
Code	40	4 Hr. Response Time
Code	80	8 Hr. Response Time
Code	50	Next Day Response Time

Code 01	Monday - Friday, 8:00 am - 5:00 pm
Code 02	Monday - Saturday, 8:00 am - 5:00 pm
Code 03	Monday - Friday, 24 Hours per Day
Code 04	Monday - Sunday, 24 Hours per Day
Code 00	Season/Quarterly fee (7 X 24) Commercial



PLATINUM-PLUS FIELD SERVICE PROGRAM

THIS AGREEMENT dated April, 19, 2006 by and between HEART TECHNOLOGIES, INC having an address of 3105 N. Main St. East Peoria, IL 61611 hereinafter referred to as "HEART" and City of Pekin 111 S. Capitol Street, Pekin, IL 61554) hereinafter referred to as "CUSTOMER".

BACKGROUND

- A. CUSTOMER owns certain equipment more fully described in Schedule A attached hereto and made part hereof, hereinafter referred to as EQUIPMENT; and
- B. CUSTOMER has the authority to contract with a maintenance service provider; and
- C. CUSTOMER and HEART desire to enter into an Agreement whereby HEART will provide support service to CUSTOMER for EQUIPMENT, upon the terms, covenants, and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, for themselves, their successors and assigns, do hereby agree as follows:

- 1. Scope of Services. HEART shall provide support service including material and labor as required by CUSTOMER to restore malfunctioning EQUIPMENT to proper working order including the following:
 - a. Priority response to all CUSTOMER requests for service;
 - b. System hardware failures as listed in "Schedule A";
 - c. Replacement of defective parts;
 - d. Travel charges (within 50 miles of Heart's nearest office);
 - e. On-site diagnostic time;
 - f. The coverage is for (7) days a week between 24 hours a day with response time of (4) hours.
 - g. \$1,000.00 Emergency Response guarantee;
 - h. Annual preventative maintenance as described by OEM which includes the following
 - UPS inspection
 - System diagnostics
 - i. 15% Discount on MAC (Moves, Adds, Changes) labor;
 - j. 15% Discount on MAC material;
- 2. Response Time. HEART's response policies are as follows:
 - a. Upon receipt of CUSTOMER's report of any major malfunction of the EQUIPMENT, HEART will respond to CUSTOMER within specified contracted hours. HEART will complete all repairs as quickly as possible. This coverage is available seven (7) days a week, twenty-four (24) hours a day for emergency service. Heart Technologies, Inc. will pay \$1,000.00 penalty for failure to meet emergency response time.
 - b. Support for non-contracted EQUIPMENT problems will be responded to during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays,

within (8) business hours from the time the service call is received. Any non-contracted service or support performed after normal working hours will be billed at our prevailing overtime hourly rate with a minimum one (1) hour service charge.

3. Limitation of Responsibility. Heart's responsibility shall be limited to the repair of EQUIPMENT.
4. Other Vendors. Any work performed on the EQUIPMENT by others during the period of this Agreement without written consent of HEART shall void this Agreement.
5. Exclusions. Service does not include any support services necessitated by, or of the type described in, any of the following:
 - a. Labor or material costs for dwelling additions, remodeling, office relocations and removals; service items and supplies, other accessories or changes to specifications or engineering.
 - b. Willful or intentional acts of abuse by CUSTOMER or CUSTOMER's agents;
 - c. Accidents, misuse of equipment, or inappropriate use of equipment not covered in specifications.
 - d. Any other accidents, acts or events caused by CUSTOMER which may adversely affect the performance of the EQUIPMENT, in any manner, not intended nor specified by HEART.
 - e. It may not always be possible for us to provide identical EQUIPMENT while CUSTOMER's EQUIPMENT is being repaired.
6. Contract Rates. CUSTOMER agrees to pay HEART the stated contract price for all services as previously described:

For work not covered under the terms of this agreement:

Current Published Rate	Time and Material Work (MAC orders)
Current Published Rate x 1.5	All services performed other than during normal business hours except Sundays and Holidays
Current Published Rate x 2.0	All services performed on Sunday and Holidays (Holidays shall include: 1) New Year's Day, 2) Memorial Day, 3) 4 th of July, 4) Labor Day, 5) Thanksgiving Day, 6) Friday following Thanksgiving Day, and 7) Christmas Day)

7. Term of Agreement. This Agreement shall commence on the Effective Date and shall remain in effect for a period of thirty-six (36) months. This Agreement shall continue from month to month after the expiration of the initial term unless terminated by either party upon thirty (30) days' prior written notice. This Agreement shall be terminable by either party during the initial term upon not less than ninety (90) days' prior written notice. Any item of Equipment may be withdrawn from this written Agreement by the customer, at any time, giving thirty (30) days' prior written notice.
8. Access to Equipment: Customer will provide Heart Technologies with full and free access to Equipment under maintenance service and a safe place in which to perform such service. If persons other than Heart Technologies' field engineers repair, modify, or perform any maintenance on any item of Equipment covered by this Agreement, and as a result thereof, any maintenance service by Heart Technologies is required to restore the Equipment to good operating condition and Heart Technologies serviceable condition, such service will be made at the applicable Heart Technologies per call rates and terms then in effect.

FOR SERVICE CALL: (309) 427-7070

9. **Additional Equipment:** Additional items of Equipment will be made subject to this Agreement upon execution by a duly authorized representative of the customer, and acceptance thereof by Heart Technologies of (a) the customer's purchase order, (b) Heart Technologies' form of addendum or (c) a letter agreement will state the location, the additional items of Equipment, the type, model, serial number, periods of maintenance service availability, the effective date of the commencement of maintenance service availability, and charges with respect of such Equipment.

10. **Payments.** Payments due from CUSTOMER to HEART shall be made within fifteen (15) days from the date of invoice. Interest charges may be assessed at a rate of 1.5% on invoices over thirty days. Failure to make prompt payments within the 15-day period entitles HEART to void this Agreement at its sole discretion.

11. **Taxes.** The charges incurred by CUSTOMER under this Agreement do not include any federal or state sales tax.

12. **Limitations of Liability.** CUSTOMER agrees that neither HEART, nor its subcontractors shall be liable for any loss or damage to the EQUIPMENT or arising from the EQUIPMENT or other property or injury or death to the CUSTOMER's agents, employees or customers arising in connection with the support service or other contract services provided by HEART or its subcontractors under this Agreement. IN NO EVENT SHALL HEART OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OR BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT OR ANY SERVICES PERFORMED OR MATERIALS PROVIDED INCIDENTAL THERETO.

13. **Force Majeure.** Timeliness of performance by HEART to perform obligations of this Agreement is subject to delays caused by Acts of God, war, riot, fire, explosion, flood, sabotage, or electrical power, civil commotion, governmental laws, regulations or orders, acts or inaction of CUSTOMER, inability of subcontractors to perform, or any other cause beyond the reasonable control of HEART, or labor trouble, strike, lockout or injunction. HEART shall make every attempt to perform all service to CUSTOMER as soon as possible.

14. **Other Services.** It is understood that quoted charges described herein cover only the Support Services for the EQUIPMENT only. If the CUSTOMER installs additional equipment and HEART agrees to service this equipment, charges will be billable to the CUSTOMER for the cost of the support service based on current rates for service.

15. **Entire Agreement.** This Agreement shall constitute the entire Agreement between CUSTOMER and HEART for support service or other contract services. CUSTOMER DOES HEREBY ACKNOWLEDGE TO READING ALL OF THE PROVISIONS OF THIS AGREEMENT. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY IN WRITING EXECUTED BY AN OFFICER OF HEART TECHNOLOGIES, INC. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN AUTHORIZED OFFICER OF HEART.

HEART Technologies, INC.

Customer

Print Name: (Account Manager)
Title: Account Executive

Print Name: _____
Title: _____



Technology Solution Bid
Prepared For:

City of Pekin
111 S Capitol St
Ph: (309) 477-2379
April 10, 2006

Thank you for giving Facet Technologies the opportunity to evaluate your network. We look forward to partnering with you to meet your technology needs.



Facet Technologies, Inc.

2103 Court Street · Pekin, IL 61554

Phone: 309.353.4727 Fax: 309.353.4730

www.facettech.com

Facet Systems Bid Overview

Facet Technologies has reviewed the information given to us from The City of Pekin and is bidding on the Time and Material portion of the Computer Maintenance and Repair Services RFP.

About Facet Technologies, Inc.

Facet has been serving the technology needs of Central Illinois businesses since 1989. Over 650 businesses and organizations rely on Facet for services including network and systems support; hardware and software sales and service; training; web development and more. By partnering with Microsoft, Cisco, Intel, HP, Toshiba and others; Facet is able to supply customers with the best possible solutions. Facet's Microsoft MCSE's and Cisco CCNA's Certified Professionals pass on years of knowledge and expertise to keep their clients ahead of the competition. Facet is a local company with a strong commitment to its customers and community.

Facet Technologies, Inc. has recently implemented a web based ticketing system which has increased our efficiency and customer satisfaction. Facet will use this ticketing system to track all calls from the City of Pekin. See Appendix A for an example of a typical ticket. All engineers and technicians coming on site will fill out detailed service forms and will request customer signatures for reporting purposes. These forms will be sent to the appropriate customer contact. See Appendix B for an example of this form.

Requested response time of eight hours for routine services and two hours for critical services can be easily met from Facet's Court Street location.

All work will be performed by Facet's experienced and certified technicians. Facet is proud to employ some of the finest engineers and technicians in the area.

Facet is based in Pekin and is very active in the community. Facet employees are members of the Pekin Rotary, Pekin Chamber of Commerce, Southside Business Association, and are involved with many other community activities in the city of Pekin.

Time and Material Proposal

Routine Service Charge	\$65/hr
Emergency and After Hours Charge	\$97.50/hr



Facet Technologies, Inc.

2103 Court Street · Pekin, IL 61554

Phone: 309.353.4727 Fax: 309.353.4730

www.facettech.com

Customer Testimonials

PEORIA RESCUE MINISTRIES

Peoria, Illinois

"We have been using Facet Technologies services for over a year. We have found them to be very quick in response time with knowledgeable technicians. I would recommend them to anyone desiring competent and responsive service on all computer and network systems."

David McFee, Business Manager

DIXON, LAUKITUS AND DOWNING

Peoria, Illinois

"Facet Computers services the computers and computer network for our law firm and title company. We have been in business for over fifty years, and during that time we have had the experience of dealing with several network companies. Facet Computers is by far the best in the business. Their staff is extremely knowledgeable and responsive to our needs. We would recommend their services to any business, large or small."

Mary Downing, Partner

PEKIN SAVINGS BANK

Pekin, Illinois

"Brian's integrity, coupled with his education and experience within the field of computer technology, along with his strong desire to 'fill a niche' in the business world of computer products, services, training convinced me that he had the right formula for success. He has assembled a staff of qualified technicians who have demonstrated a high level of capability to service individual and business applications expertly, and with courtesy. Our Bank's IT staff is most particular about who is allowed access to service our Frame Relay, LAN/WAN structure. They have put FACET to the test, having experienced exceptional response time, applied knowledge, and complete satisfaction with the results. It's with confidence, based on experience, that I offer my remarks."

E. Glen Rittenhouse, President/CEO



Facet Technologies, Inc.

2103 Court Street · Pekin, IL 61554

Phone: 309.353.4727 Fax: 309.353.4730

www.facettech.com

Thank you for giving Facet the opportunity to do business with the City of Pekin. One of Facet's strengths is flexibility. If the plans laid out in this proposal do not fit your current vision or budget, it can be further tailored to meet your needs. Please contact us with any questions or concerns.

Respectfully Submitted,

Brian Ford
President
Facet Technologies, Inc.
bgford@facettech.com
www.facettech.com



Facet Technologies, Inc.

2103 Court Street · Pekin, IL 61554

Phone: 309.353.4727 Fax: 309.353.4730

www.facettech.com

Appendix A

Facet's Web based ticketing system:

The screenshot shows a web browser window titled "Crazy Browser - [Create a new ticket]". The address bar displays the URL: `http://ts.facettech.com:8080/rt3/Ticket/Create.html?Queue=10`. The browser's menu bar includes File, Edit, View, Favorites, Groups, Options, Tools, and Tabs. The toolbar contains various navigation and utility icons. Below the toolbar, a tab bar shows several open tabs, including "My Webcam", "Create a new ticket", "mcsse - Google Search", "Symantec Enterprise...", "Welcome VERITAS Cust...", "Newegg.com Order Det...", and "UPS Package Tracking".

The main content area is titled "Create a new ticket" and features a sidebar on the left with navigation links: Tickets, RTFM, Tools, Configuration, Preferences, and Approval. The main form includes the following fields and options:

- Queue:** Onsite Contract
- Subject:** Return RFP by April 10
- Requestor:** Facet Technologies (dropdown) | Ford, Brian G (dropdown) [Add Customer]
- Owner:** Jason (dropdown) | Status: new (dropdown) | Priority: Escalated (dropdown) [Add Organization]
- Due:** 2006-04-10 (text input) | yyyy-mm-dd
- Attach file:** (text input) | Browse... | Add More Files
- Describe the issue below:** (text area) containing the text: "This is an example of a ticket that would be created after you have requested a service call. Tickets are modified as work is in progress and completed so that you will have a thorough history of the service performed."
- Custom Fields:**
 - Alt Contact Name:** Tom Schaub (text input) | Enter one value
 - Alt Contact Number:** (text input) | Enter one value
 - Billable Type?** Standard (dropdown) | Select one value
 - Billed?** [no value] (dropdown) | Select one value

The bottom of the browser window shows a status bar with "100%", "Tab Counts: 7", and "Internet". The Windows taskbar at the very bottom displays the Start button and several open applications: "Inbox - Microsoft Out...", "Crazy Browser - [Cre...", "Facet Computers - Q...", "Paperwork to keep pr...", "Bid - Microsoft Word", "Account Service Reco...", "2006 business brochu...", "untitled - Paint", and "Microsoft PowerPoint ...". The system clock shows "3:21 PM Monday 4/10/2006".



received
4/16/06-DK



Insight Communications • 3517 N. Dries Lane • Peoria, IL 61604

April 13, 2006

City Manager Dennis Kief
111 S. Capitol Street
Pekin, IL 61554

Dear City Manager Kief,

Our customers – your constituents – asked and we listened. We are very pleased to announce that in June Insight will be introducing some great new enhancements to our digital cable service. We call it Insight Digital 2.0.

Digital 2.0 is the first in a series of upgrades designed to provide customers with a better viewing experience and more choice in programming. It is comprised of five parts:

Theme-based lineup

For many of our digital customers, the introduction of a theme-based lineup will prove to be the most exciting component of Digital 2.0. All channels in the DIGITAL lineup will be organized by theme, making it easier for customers to find what they are looking for. For example, all the News channels will be grouped together, as will all of the Sports channels, all of the Music Channels, all the Kids channels, etc.

Please note that this change **only applies to digital channels**. All the channels in the Basic and Classic lineup will remain unchanged.

More On Demand programming

Digital 2.0 will significantly increase the number of titles available on demand. Currently our on-demand offering has approximately 1,600 titles of programming consisting of Hit Movies, Free Programs, Premium Channels and Adult. When Digital 2.0 is launched, the on demand offering will more than double for a total of over 3,400 titles, of which approximately 2,100 (65%) are FREE.

HDTV Channels

As HD television sets become increasingly popular, the demand for HD programming is also increasing, and we are pleased to now offer TNT HD, MHD (which is MTV's HD channel), an HD Special Events channel, Cinemax HD and Starz HD.

Family Choice Package

We are also introducing a new "Family Choice" package which consists of 15 family-friendly channels for \$13.00 per month (a purchase of Basic Service and Digital Receiver is required). The programming in the package includes:

HGTV
C-SPAN2

Food Network
CNBC

DIY
CNN Headline News

History Channel
Discovery Science
Toon Disney

Weather Channel
Nick GAS
PBS Sprout

Discovery Channel
Disney Channel
TBN

New Digital Packaging

Finally, we are making a change to the way we package our digital offerings. All new customers will be able to choose between 2 digital packages:

- Digital Standard for \$8.00 which includes 49 channels
- Digital Choice for \$12.00 which includes all the channels carried on Digital Standard, plus an additional 20 channels of primarily movies.

To allow for a smooth transition, existing customers who subscribe to one or two of our programming paks will continue to receive all the channels they currently have or they can choose to upgrade to the new packages. Customers who currently subscribe to three of our existing paks will be automatically transitioned to our new Digital Choice package, which provides more programming at no additional fee.

We have notified all of our Digital customers in their May bills of an upcoming change, and we are mailing detailed information with the new lineups to digital homes the week prior to launch.

Please note that the only price adjustment will be a 5-cent increase (effective July) for those customers with our HD pak, changing the price of the package from \$7.95 to \$8.00.

We believe that our customers will truly enjoy these changes. Should you have any questions or need additional information, please do not hesitate to call John Niebur at 309-686-2612, or myself at 309-342-9203.

Sincerely,



Kim Sheetz
District Government Affairs Manager

April 11, 2006

Pekin Planning Commission
111 S. Capitol Street
Pekin, IL 61554

Attn: Don Hild

I regretfully offer my resignation as a member of the Pekin Planning Commission effective immediately.

Due to medical reasons, I do not feel that I can be an active participant that would be of benefit to this committee.

I did enjoy serving and learning on the committee.

A handwritten signature in cursive script, reading "Sue A. Ramirez".

Sue A. Ramirez

Pekin Planning Commission Minutes
April 12, 2006

Present:

Jim Bradshaw
Doug Payne
Ralph Brower
Don Hild, Chairman

Absent:

Sue Ramirez
Dick Jost
Ron Knautz
Michele Holder
Bob Schroeder

Staff Present: Joe Wuellner, Ron Sieh and Attorney Dancey

Chairman Don Hild led the Pledge of Allegiance.

The regular meeting of the Pekin Planning Commission was called to order and a quorum was not declared.

Chairman Don Hild stated that a Special Meeting would take place on Monday, April 17, 2006 at 6:30pm. All scheduled Hearings will be reviewed at that time.

Chairman Don Hild stated if any of the applicants would not be able to make the meeting on Monday they would be allowed to state their case and the information would be used at the Special Meeting.

Attorney Dancey requested that it be added to the minutes that all of the information for the Hearings would be passed forward to the Commission for review on Monday.

A Notice for the Special Meeting of the Planning Commission will be posted in City Hall.

Chairman Don Hild adjourned the meeting.

Meeting adjourned at 7:00pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Special Pekin Planning Commission Minutes
April 17, 2006

Present:

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

Absent:

Don Hild, Chairman

Staff Present: Joe Wuellner, Ron Sieh and Attorney Dancey

MOTION by Bob Schroeder, Seconded by Michele Holder to assign Ralph Brower as Temporary Chairman in the absence of Chairman Don Hild. On roll call vote, all present voted **AYE. MOTION APPROVED.**

Temporary Chairman Ralph Brower led the Pledge of Allegiance.

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

Chairman Don Hild asked for approval of the Agenda.

MOTION by Bob Schroeder, Seconded by Doug Payne to approve the agenda. On roll call vote, all present voted **AYE. MOTION APPROVED.**

Temporary Chairman Ralph Brower asked for approval of the minutes from March 8, 2006 and April 12, 2006.

MOTION by, Doug Payne seconded by Jim Bradshaw that the minutes be approved for the March 8, 2006 and April 12, 2006 meeting. On roll call vote, all present voted **AYE. MOTION APPROVED.**

City Council Action Report:

The City Council approved the following:
Hearings #1701 & 1702 / Special Use request and Site Plan for a Fuel Center at Kroger's parking lot located at 1607 Broadway.

Hearings #1703 & 1704 / Special Use request and Site Plan for a drive through for Sonic Restaurant located at 3601 Court Street.

PPC Correspondence: Received resignation from Sue Ramirez.

Applications and Hearings:

Application #1: Terry Stallings, Applicant

Hearing #1: Special Use for a Used Car Lot located at 300 S 2nd Street, currently zoned B-3 (General Business District)

Open Public Hearing: 6:35PM

Terry Stallings was present for questions.

Michele Holder asked if repairs would be performed on the premises or if it for sales only.

Terry Stallings stated they had no plans of vehicle maintenance on the premises with the exception of minor maintenance.

Ron Sieh stated that the issues of the previous business were outside storage.

Close Public Hearing: 6:38PM

MOTION by Ron Knautz, seconded by Dick Jost to approve the Special Use for a Used Car Lot located at 300 S 2nd to the Pekin City Council On Roll Call vote, All present voted **AYE. MOTION APPROVED.**

MOTION by Bob Schroeder, seconded by Doug Payne to approve the Site Plan for a Used Car Lot located at 300 S 2nd Street with the stipulation that should outside storage problems, hard surface is not provided for vehicle display, if all vehicles are not operational and outside mechanical work occur the Special Use be revoked to the Pekin City Council On roll call vote, All present voted **AYE. MOTION APPROVED.**

Temporary Chairman Ralph Brower recommended the petitioner attend the City Council meeting on April 24, 2006 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Application #2: Gary Zumwalt of Zumwalt & Associates, Inc, Representative for Paul J Cross, Owner

Hearing #2: Preliminary Plat for Gingoteague Section Six (6) and rezoning of Lots 1 and 2 from RT (Two Family Residential District) to RM-2 (Multiple Family Residential District).

Open Public Hearing: 6:41PM

Paul J Cross Jr was present for questions.

Close Public Hearing: 6:42PM

Ron Sieh stated the only item of concern is there is a manhole off the road. On the construction plans it will have to be out of the front yard and in the road.

MOTION by Dick Jost, seconded by Michele Holder to approve the Preliminary Plat for Gingoteague Section Six (6) and the rezoning of Lots 1 & 2 from RT (Two Family Residential District) to RM-2 (Multiple Family Residential District) to the Pekin City Council On Roll Call vote, All-present voted **AYE. MOTION APPROVED.**

Temporary Chairman Ralph Brower recommended the petitioner attend the City Council meeting on April 24, 2006 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Application #3: Mike Holcomb & Chris Swingle, Owners

Hearing #3: Special Use for a Mechanic for Parkside Used Car Lot located at 1800 Court Street, currently zoned B-3 (General Business District)

Open Public Hearing: 6:45PM

Chris Swingle was present for questions and stated the Special Use request for the mechanic would be by appointment only.

Jim Bradshaw asked about storage of parts, tires, etc.

Chris Swingle stated there would not be any outside storage, as they want to keep the lot looking as nice as it is. Cars would be stored inside if parts were being waited on. Any other service would be by appointment only to prevent storage of cars waiting to be worked on.

Close Public Hearing: 6:46PM

Jim Bradshaw stated concern of having a mechanic repair shop abutting a residential area.

Michele Holder stated for the past nine months Parkside has been in business she has not noticed any lack of maintenance.

Ralph Brower asked Chris Swingle what he considered major repairs and what his intentions were.

Chris Swingle stated replacing a motor or transmission is a major repair in which they have no intention of. Their intentions are to possibly replace a starter, do tune ups, only small-scale work will occur to keep the lot pristine.

MOTION by Michele Holder, seconded by Ron Knautz to approve the Special Use for a Mechanic for Parkside Used Car Lot located at 1800 Court Street to the Pekin City Council On Roll Call vote, All present voted **AYE**.
MOTION APPROVED.

Bob Schroeder questioned the Site Plan on the erosion control issue.

Ron explained the original Site Plan was resubmitted since nothing was being changed for the mechanic request. All requirements were met from the previous request.

Temporary Chairman Ralph Brower asked council if it is proper to have a Site Plan review of a Site Plan that was approved Nine (9) months ago.

Attorney Dancey responded yes it is proper, because it does not necessarily have to be the same Site Plan. Confirmation has to be made that is the same Site Plan approved Nine (9) months ago. Obligation is met once confirmation is made. The Site Plan was submitted because it is a requirement for the current Special Use Request and no changes were being made.

Bob Schroeder stated he assumed that all screening is in place and has been maintained.

Ron Sieh stated that what was installed is better than what existed. Signage requirements were met.

MOTION by Bob Schroeder, seconded by Doug Payne to approve the Site Plan for a Mechanic for Parkside Used Car Lot located at 1800 Court Street with the stipulation that should outside storage problems, all vehicles are not operational and outside mechanical work occur the Special Use be revoked to the Pekin City Council On roll call vote, Six-present voted **AYE**. One-present voted **NAYE**. **MOTION APPROVED**.

Temporary Chairman Ralph Brower recommended the petitioner attend the City Council meeting on April 24, 2006 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Application #4: Gary Greene & William J Heaver, Co-Owners

Hearing #4: Preliminary Plat for Grandview Estates Subdivision currently zoned R-1 (One Family Residential District).

Open Public Hearing: 6:55PM

Leonard Holloway, Holloway Land Surveyor was present for questions and stated plans are to continue the same theme that was previously agreed upon with past developer, in addition to sidewalks and curbs will be added and 15" sewer would be continued to accommodate further growth in the City.

Bob Schroeder questioned if the projects proposed by Cullinan Properties were a continuation of this subdivision.

Leonard Holloway responded that those proposals were amended by the City and not part of this subdivision plan.

Joe Wuellner gave an explanation to the amendment made by the City.

Ron Knautz asked the length of the Cul-de-sac.

Ron Sieh responded it is 1100 feet and meets the code. He also went to the Site with Leonard Holloway and walked it to be sure the Cul-de-sacs could not be connected.

Bob Schroeder questioned a second entrance for emergency purposes.

Ron Sieh stated that is an issue that would have been addressed by the Fire Department.

Leonard Holloway stated in the agreement between the developer and the City the emergency exists was eliminated. The radius of the cul-de-sac meets the current code of 60', which allows for easier turn around for large and emergency vehicles.

Jim Bradshaw asked when emergency exists were eliminated.

Joe Wuellner responded there really has never been anything in writing as it is an issue that has always been covered, requested and reviewed by the Fire Chief.

Close Public Hearing: 7:07PM

Michele Holder questioned why the Fire Chief did not check off on the review of the Preliminary Plat.

MOTION by Bob Schroeder, seconded by Michele Holder to deny the Preliminary Plat for Grandview Estates Subdivision currently zoned R-1 (One Family Residential District) due to no emergency exists provided to the Pekin City Council On Roll Call vote, Four-present voted **AYE**. Three-present voted **NAYE**.
MOTION APPROVED.

Temporary Chairman Ralph Brower recommended the petitioner attend the City Council meeting on April 24, 2006 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Application #5: WINPAK Heat Seal Corporation, Owner

Hearing #5: Conceptual and Preliminary Plat for WINPAK located at 201 Hanna Drive with the Property I.D. #10-10-10-100-029 and Legal Description as described in Exhibit "A":

Open Public Hearing: 7:08PM

Ron Sieh and Attorney Dancey were present for questions in the absence of the City Manager Denny Kief

Close Public Hearing: 7:16PM

Ron Sieh stated the company is located in Peoria at the moment and has plans of moving to Pekin. They make heat seal top products that are vacuumed packed. They will possibly move their plant from Montreal, Canada.

MOTION by Jim Bradshaw, seconded by Ron Knautz to approve the Conceptual and Preliminary Plat for WINPAK located at 201 Hanna Drive with the Property I.D. #10-10-10-100-029 and Legal Description as described in Exhibit "A" to the Pekin City Council On Roll Call vote, All-present voted **AYE. MOTION APPROVED.**

Temporary Chairman Ralph Brower recommended the petitioner attend the City Council meeting on April 24, 2006 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Business Discussion:

By-Laws discussion was canceled because the Committee had not met.

MOTION by Temporary Chairman Ralph Brower to adjourn the meeting.

Meeting adjourned at 7:30pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
April 17, 2006

HEARING #06-1705

The Pekin Planning Commission recommends to approve,
the Special Use for a Used Car Lot located at 300 S 2nd to
the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman

Pekin Planning Commission
April 17, 2006

HEARING #06-1706

The Pekin Planning Commission recommends to approve, the Site Plan for a Used Car Lot located at 300 S 2nd Street with the stipulation that should outside storage problems, hard service is not provided for vehicle display, if all vehicles are not operational and outside mechanical work occur the Special Use be revoked to the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman

Pekin Planning Commission
April 17, 2006

HEARING #06-1707

The Pekin Planning Commission recommends to approve,
the Preliminary Plat for Gingoteague Section Six (6) and the
rezoning of Lots 1 & 2 from RT (Two Family Residential
District) to RM-2 (Multiple Family Residential District) to
the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman

Pekin Planning Commission
April 17, 2006

HEARING #06-1708

The Pekin Planning Commission recommends to approve,
the Special Use for a Mechanic for Parkside Used Car Lot
located at 1800 Court Street to the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman

Pekin Planning Commission
April 17, 2006

HEARING #06-1709

The Pekin Planning Commission recommends to approve, the Site Plan for a Mechanic for Parkside Used Car Lot located at 1800 Court Street with the stipulation that should outside storage problems, all vehicles are not operational and outside mechanical work occur the Special Use be revoked to the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman

Pekin Planning Commission
April 17, 2006

HEARING #06-1710

The Pekin Planning Commission recommends to deny,
the Preliminary Plat for Grandview Estates Subdivision
currently zoned R-1 (One Family Residential District) due to
no emergency exists provided to the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman

Pekin Planning Commission
April 17, 2006

HEARING #06-1711

The Pekin Planning Commission recommends to approve,
the Conceptual and Preliminary Plat for WINPAK located at
201 Hanna Drive with the Property I.D. #10-10-10-100-029 and
Description as described in Exhibit "A" to the Pekin City
Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman



City of Pekin

Finance Department

TO: Mayor Mackaman, Council Members: Blanchard, Dagit, Jones and Maddox

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

SUBJECT: March, 2006 Monthly Financial report

DATE: April 18, 2006

--

Attached is a summary of the City's financial condition as of March 31, 2006, eleven months (91.7%) through FY2006. The City continued to improve its financial position. Revenues are 98.3% of budget while expenditures are at 87.9% for General Operations Plus. For General Operations, the news is even better: revenues at 101.3% exceed budget while expenditures are 87.5% with one month remaining.

Revenues

In Fiscal 2006, the City has reaped the benefits of the retail development of the Veterans Drive/Court Street corridors. This growth has resulted in our revenue exceeding our Fiscal 2006 budget estimates.

Expenditures

Expenditures continue to run approximately 4% below budget as the fiscal year nears completion. If there are no last minute major expenditures prior to the end of the fiscal year, expenditures should come in under budget for the year

Summary

The City is in relatively good financial shape particularly in comparison to budget. At March 31, the General Fund cash reserve is at 7.36 months, approximately 40 days above the six month reserve threshold. The cautions is the customary one: a substantial portion of income is from taxes which are unpredictable

The statistical section is attached. It is also available In "O" Drive, in Financial, Monthly Report, 2006 and March. A ten year comparison of Cash and Investments by month through March is also available in Financial, Cash and Investments, FY 2006 Ten Year Monthly.

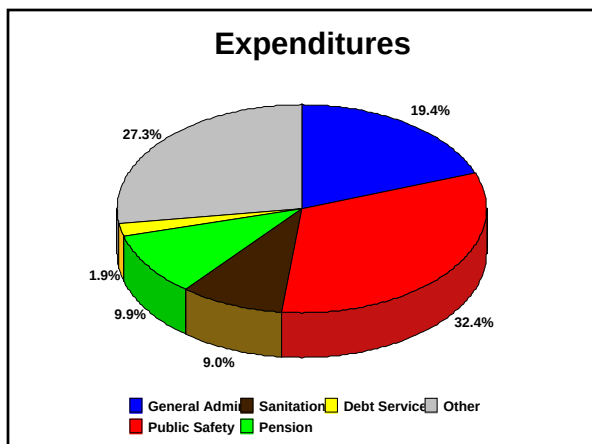
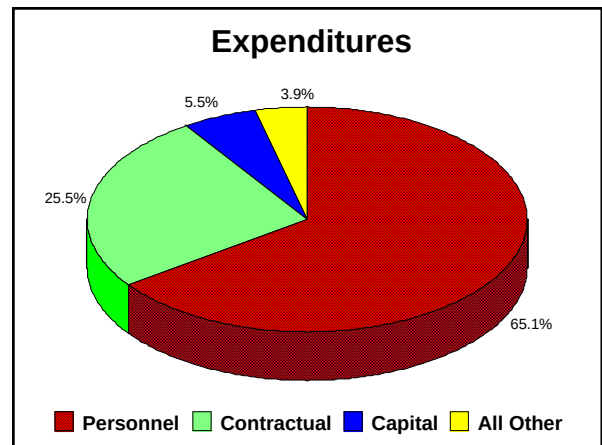
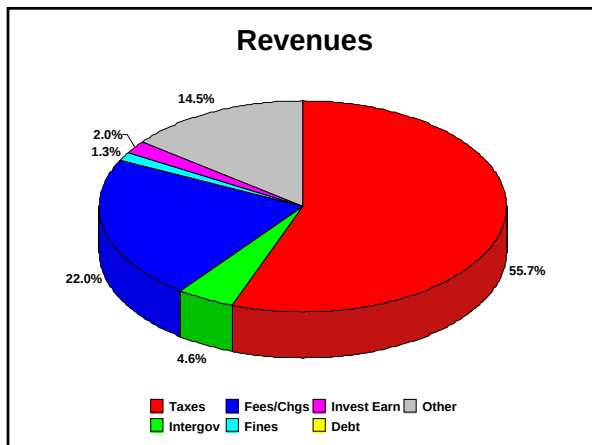
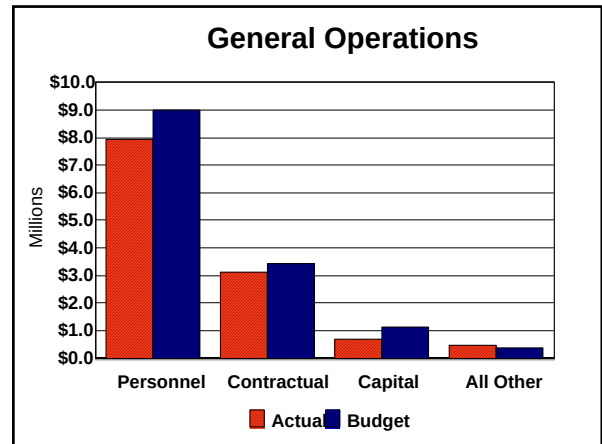
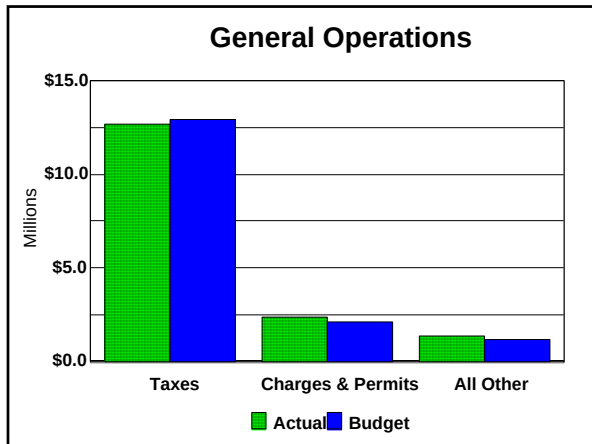
Respectfully,

Attachment Monthly data

cc: Dennis Kief, City Manager
Sue McMillan, City Clerk

NUMBER	CATEGORY DESCRIPTION	ANNUAL BUDGET	MONTH	YTD @ 3/31/06	91.70% PCT of BUDGET	ENCUM- BERED	BUDGET BALANCE
General Operations							
400	Taxes	12,926,325	1,213,144	12,703,368	98.30%		(222,957)
410	Intergovernmental	159,186	0	135,513	85.10%		(23,673)
420	Fees/Charges	1,896,695	182,898	2,147,684	113.20%		250,989
430	Fines & Forfeitures	356,550	44,798	394,606	110.70%		38,056
440	Licenses & Permits	215,650	20,949	193,510	89.70%		(22,140)
460	Investment Earnings	302,052	15,525	351,643	116.40%		49,591
470	Other Revenue	321,673	65,373	483,407	150.30%		161,734
480	Debt Proceeds	20,000	0	0	0.00%		(20,000)
	REVENUE	16,198,131	1,542,687	16,409,731	101.30%		211,600
510	Personnel	8,983,861	967,117	7,947,204	88.50%	0	1,036,657
520	Commodities	139,623	5,427	102,555	73.50%	513	36,555
530	Contractual	3,442,517	223,398	3,114,827	90.50%	85,946	241,744
550	Capital Outlay	1,124,153	86,949	670,032	59.60%	109,228	344,893
560	Other Expenditures	46,110	268	27,407	59.40%	658	18,045
570	Benefit Payments	0	0	0	0.00%	0	0
580	Debt Service	210,612	141,191	340,291	161.60%	0	(129,679)
	EXPENDITURE	13,946,876	1,424,350	12,202,316	87.50%	196,345	1,548,215
	REVENUE - EXPENDITURES	2,251,255	118,337	4,207,415		(196,345)	1,759,815
	NET TRANSFERS In / (Out)	(2,982,490)	(150,806)	(2,356,044)			626,446
	GENERAL OPERATIONS [1]	(731,235)	(32,469)	1,851,371		(196,345)	2,386,261
General Operations Plus							
400	Taxes	15,982,325	1,294,821	15,586,145	97.50%		(396,180)
410	Intergovernmental	1,493,977	25,794	1,163,157	77.90%		(330,820)
420	Fees/Charges	6,906,992	741,298	6,606,049	95.60%		(300,943)
430	Fines & Forfeitures	370,800	46,147	408,086	110.10%		37,286
440	Licenses & Permits	227,450	21,814	203,815	89.60%		(23,635)
460	Investment Earnings	369,989	79,249	627,013	169.50%		257,024
470	Other Revenue	487,928	129,096	822,195	168.50%		334,267
480	Debt Proceeds	20,000	0	0	0.00%		(20,000)
	REVENUE	25,859,461	2,338,219	25,416,460	98.30%		(443,001)
510	Personnel	10,832,369	1,233,726	9,812,967	90.60%	0	1,019,402
520	Commodities	690,094	78,321	795,041	115.20%	2,804	(107,751)
530	Contractual	11,716,149	694,151	9,059,897	77.30%	115,782	2,540,470
550	Capital Outlay	2,486,356	706,359	2,742,741	110.30%	109,228	(365,613)
560	Other Expenditures	49,610	(18,215)	69,110	139.30%	658	(20,158)
570	Benefit Payments	0	0	0	0.00%	0	0
580	Debt Service	452,257	141,191	579,992	128.20%	0	(127,735)
	EXPENDITURE	26,226,835	2,835,533	23,059,748	87.90%	228,472	2,938,615
	REVENUE - EXPENDITURES	(367,374)	(497,314)	2,356,712		(228,472)	2,495,614
	NET TRANSFERS In / (Out)	164,094	15,021	108,387		0	(55,707)
	GENERAL OPERATIONS PLUS [2]	(203,280)	(482,293)	2,465,099		(228,472)	2,439,907
Cash and Investments:		March	3/31/2006	3/31/2005			
	General Operations	37,824	8,557,972	8,067,242	7.36 Months reserve		
	General Operations Plus	-330,760	17,454,128	15,755,645	excludes Library		

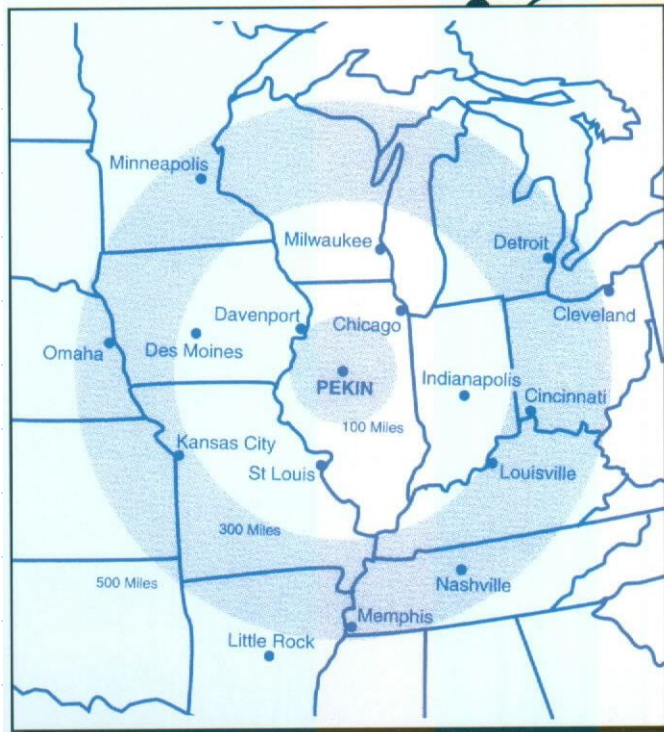
GENERAL OPERATIONS comprises the following funds: General, Solid Waste, Storm Sewer, Airport [1] and Economic Development
GENERAL OPERATIONS PLUS is GENERAL OPERATIONS plus the following funds: Sanitary Sewer, MFT, HUD, TIF #1, Capital Projects, City Bus, School Bus, Insurance, Vehicle Maintenance and [2] Library. It does not include T/P-CCC, Fire or Police Pension funds.



CITY OF PEKIN



RIVERWAY BUSINESS EXPANSION



Business Park



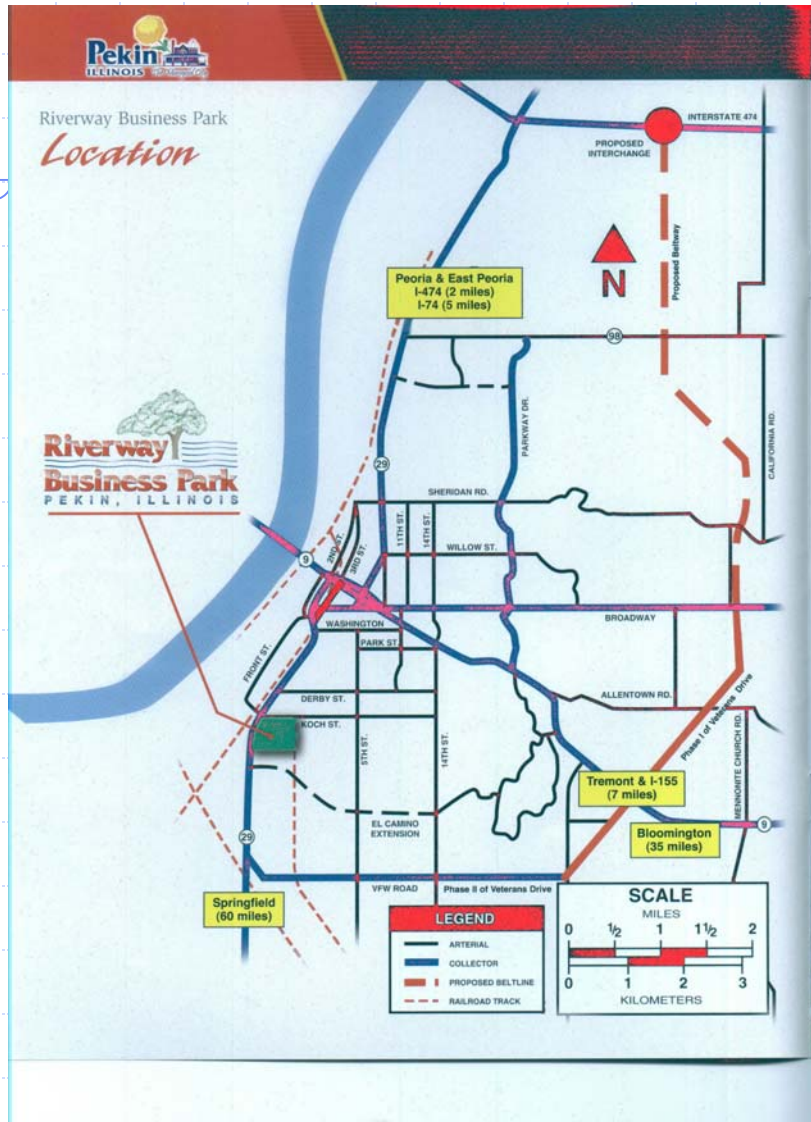
Adjacent to the navigable Illinois River, Riverway Business Park is situated within the heart of Illinois, a historically rich agricultural and industrial area. The 165-acre light industrial/business park, located nearly equidistant between the Chicago and St. Louis metropolitan areas, represents an affordable site for business establishment or expansion.

Inside Riverway Business Park, you'll find affordable land, compatible neighbors, wide streets with curbs and gutters, underground utilities, telecommunication switching capabilities, flat, readily buildable terrain, landscaped entrance and buffer area, and quality street lighting.

Outside Riverway Business Park, you'll enjoy access to nearby interstate highways as well as air, rail and barge lines, an abundant and diverse skilled labor force, a relatively low cost of living, the amenities of a small metropolitan area, and a competitive, innovative, educational system.



Riverway Business Park *Location*



Riverway Business Park *Details*



The City of Pekin's Riverway Business Park consists of a total of 165 acres. It is located in the southwestern portion of the City near the east bank of the Illinois River. Currently, the park houses Gallatin River Communications, Hanna Steel, PAL Health Technology, NTS Services Corp, Excalibur Seasoning, ElecSys and Nelson Machine.

The park is situated within the boundaries of a state-certified Illinois Enterprise Zone, about 12 miles south of the City of Peoria, Illinois. It is also within a day's driving time of nearly all mid-America markets.

Attributes of the Riverway Business Park can be outlined as follows:

Utilities

- All utilities located underground and on site in practically the entire park
- Excess municipal sanitary sewer treatment capacity; very attractive local rates
- Excess water treatment capacity of 8.8 million gallons/day, also at reasonable rates
- Fiber-optics switching station located within park; ISDN in place at basic rate
- 12" water mains adjacent to park
- 8" sanitary sewer collectors (to 24" interceptors) adjacent to park
- 8" and 4" natural gas mains adjacent to park
- 36" storm sewer and retention ponds in place
- 13.2/7.62kv 3-phase and 7.62kv 1-phase 25,000 kvfa substation two miles from park
- AMEREN/CILCO supplies power and gas at nationally competitive rates





Riverway Business Park

Zoning

What business leaders have to say...

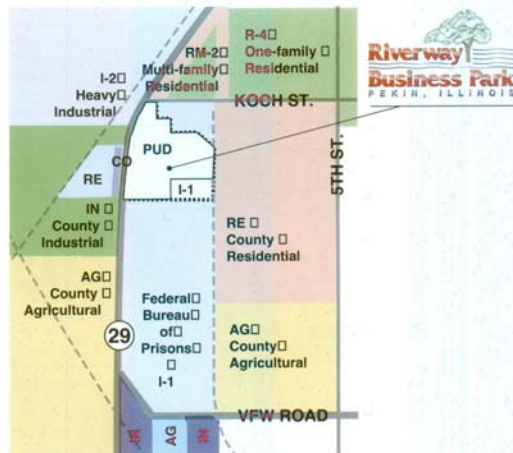
The City of Pekin invites you to contact any or all of the following business executives to hear what they have to say about doing business in Pekin:

Mr. Doug Wilson
Chief Executive Officer
Progressive Health Systems
600 South 13th Street
Pekin, Illinois 61554-4969
(309) 353-0756 (p)
(309) 353-0908 (f)

Mr. Doug Parsons
President
Excel Foundry & Machine, Inc.
P.O. Box 400
Pekin, Illinois 61554
(309) 347-6155 (p)
(309) 347-1931 (f)

Mr. Paul Tornatore
President
Pekin Insurance Company
2505 Court Street
Pekin, Illinois 61554
(309) 346-1161 (p)
(309) 347-8512 (f)

Mr. Ron Miller
Williams Bio-Energy
1300 South 2nd Street
P.O. Box 10
Pekin, Illinois 61555-0010
(309) 347-9200 (p)
(309) 347-8541 (f)



City of Pekin Zoning
I-1 Light Industrial
PUD Planned Urban Development
I-2 Heavy Industrial
R-4 One-family Residential
RM-2 Multi-family Residential
B-3 General Business District

Tazewell County Zoning
AG County Agricultural
CO County Commercial
IN County Industrial
RE County Residential

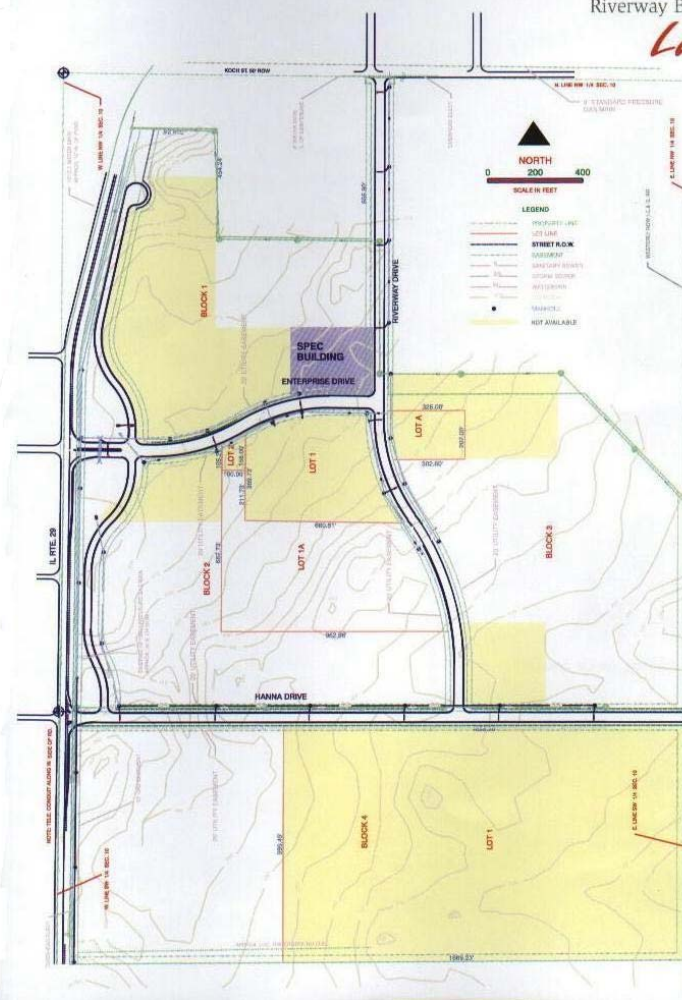
"The combination of market access, competitive utility costs, intermodal transportation opportunities, and an available labor pool all proved instrumental in selling us on a Riverway Business Park location."

Warren Bailey, President/COO, Hanna Steel Corporation



Riverway Business Park

Layout



CITY OWNED 160 ACRES
FOR RWBP EXPANSION

RAIL & HIGHWAYS



TOUR ICE/ JOHNSON MECH.



10 Jobs

NTS SERVICES



25 Jobs

EXCALIBUR



56 Jobs

ELECSYS



65 Jobs (Started As Spec Building)

GALLATIN RIVER COMMUNICATIONS



73 Jobs

PODIATRY ARTS LAB (PAL)



86 Jobs

HANNA STEEL



110 Jobs

AMERHART



30+ Jobs (Under Construction)



NELSON BUILDING



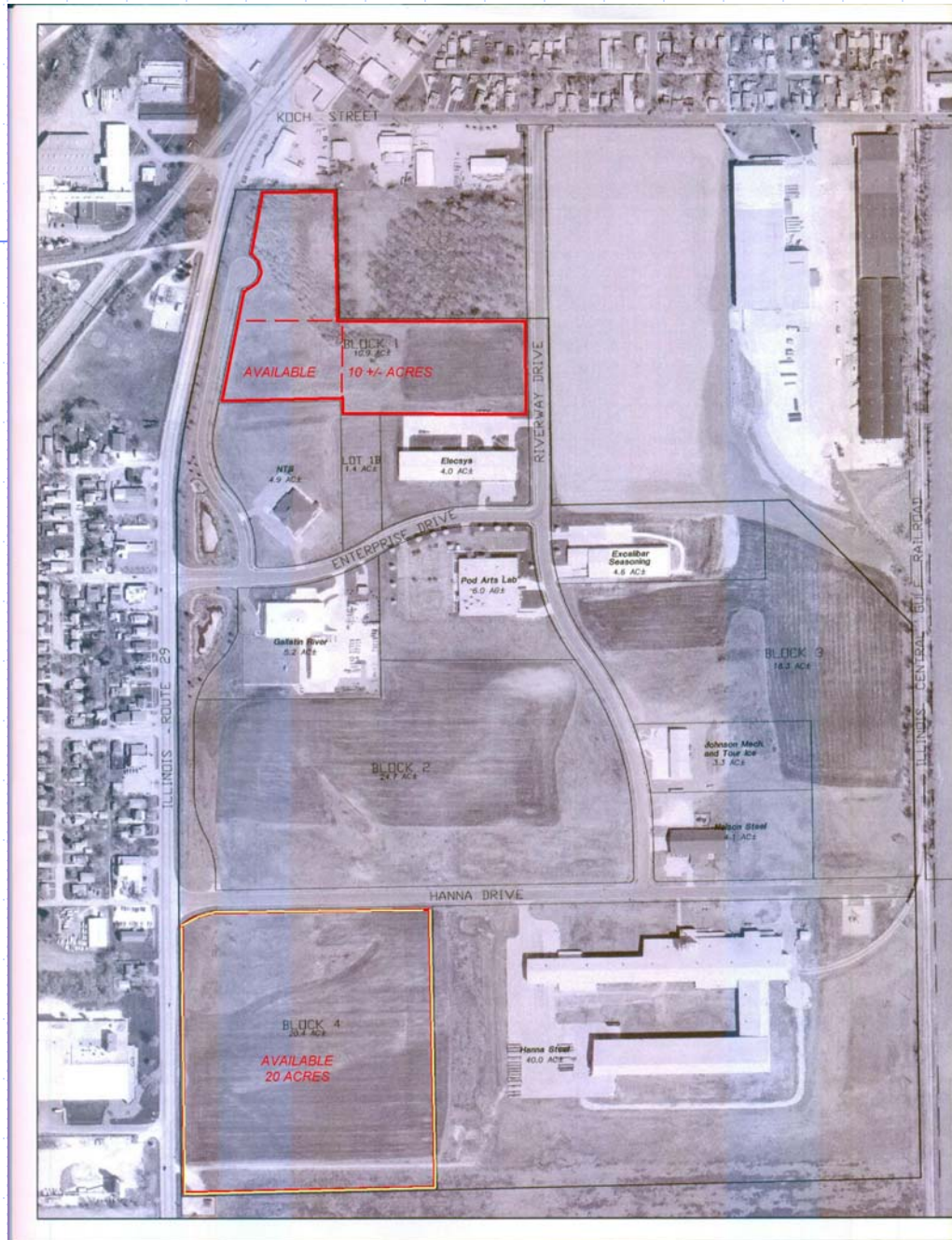
Available (City Owned – 4 Acres)

AVAILABLE 20 ACRES PARCEL



AVAILABLE 10 ACRES PARCEL



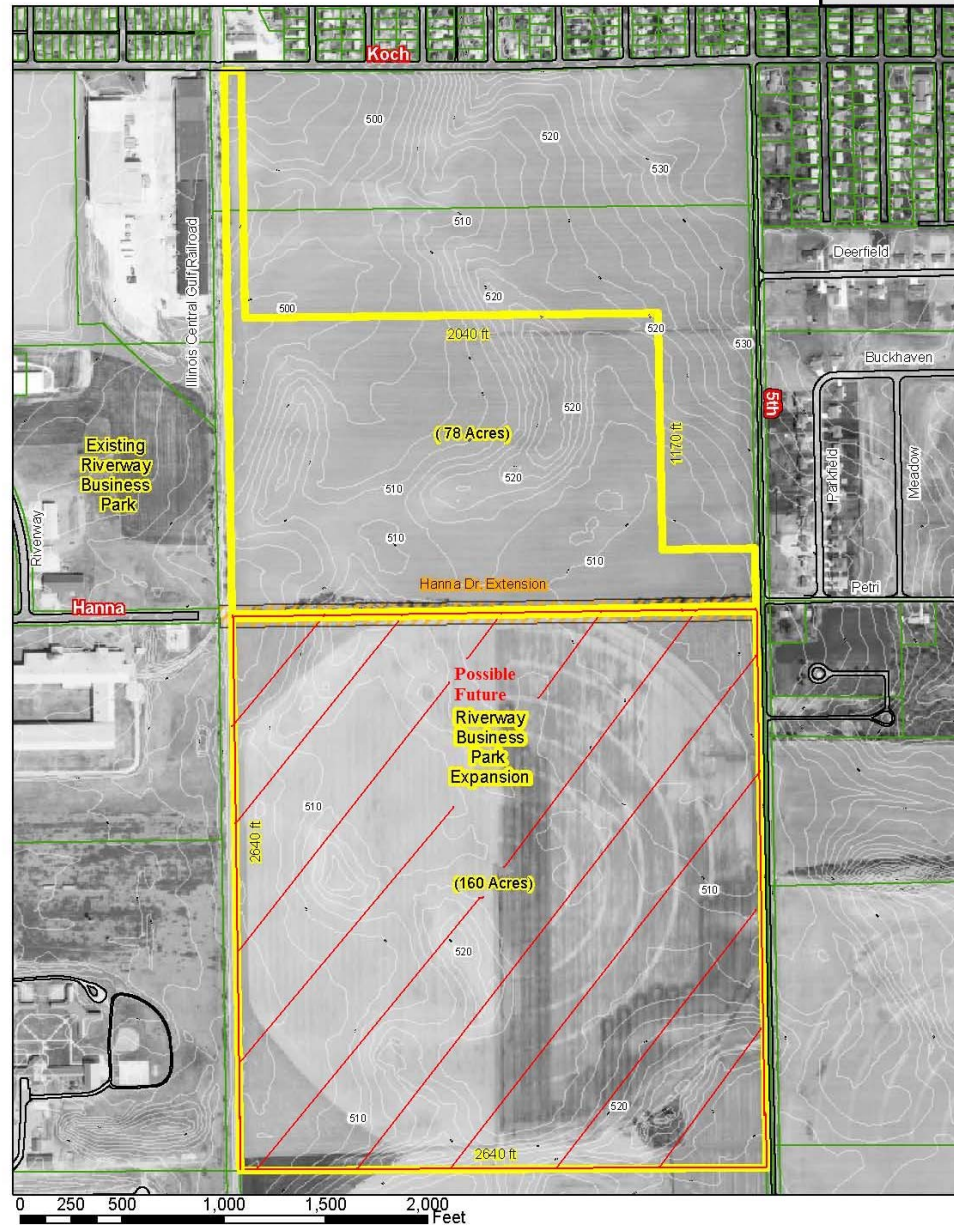






RIVERWAY BUSINESS PARK 160 ACRE EXPANSION

Legend	
	Riverway_Business_Park_Exp
	Other_Parcel
	Proposed_Road_and_Barrier



EXPANDED 160+ ACRES



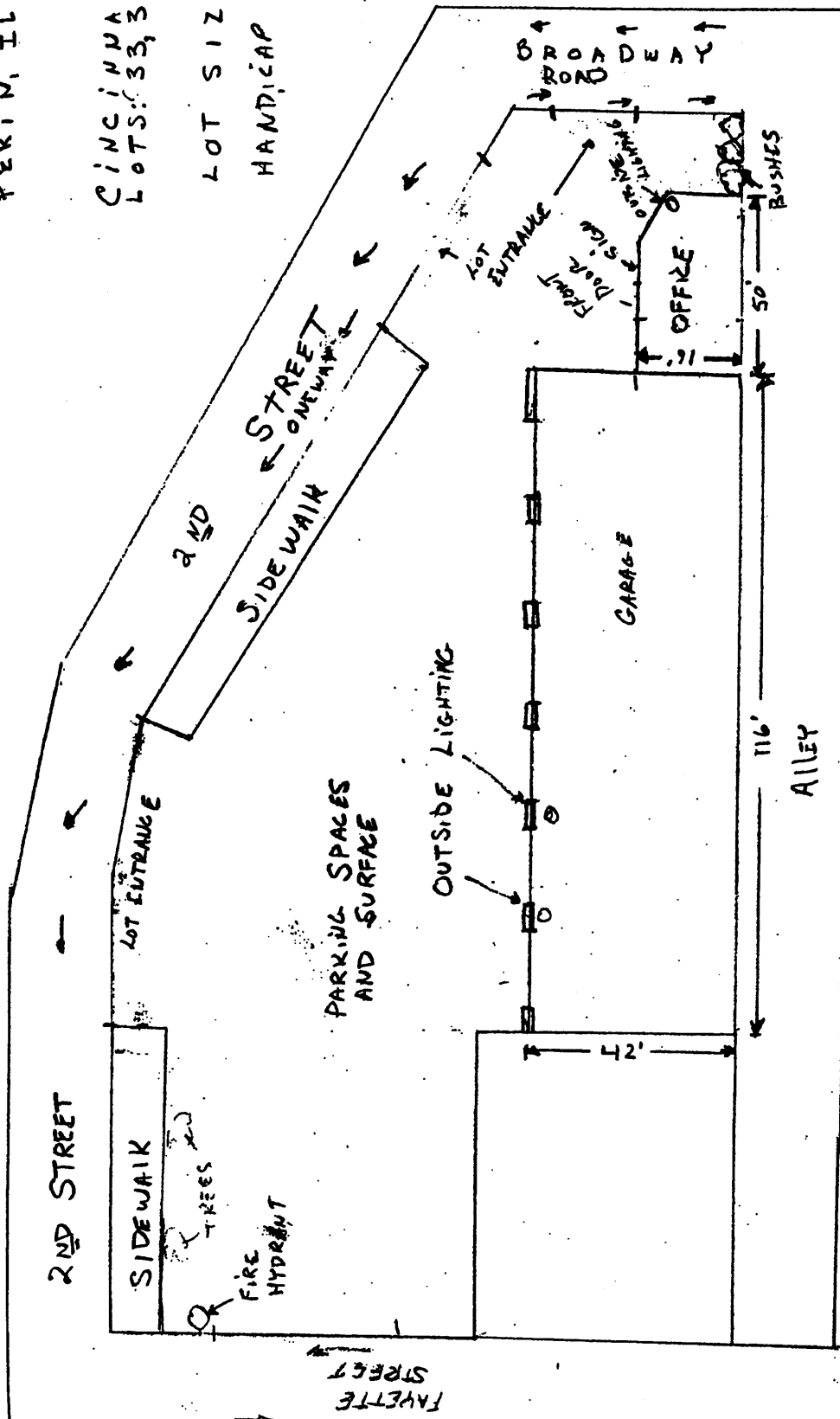
HANNA DRIVE EXTENDED



STALLINGS AUTO
CENTRE
300 SOUTH 2ND STREET
PERIN, ILLINOIS 61551

CINCINNATI ADDITION
LOTS: 33, 34, 35, 36

LOT SIZE: 264' X 124'
HANDICAP ACC.



1800 COURT JIM

Legal: Schrecks 1ST ADDY
LOTS 8 & 9 NW 1/4

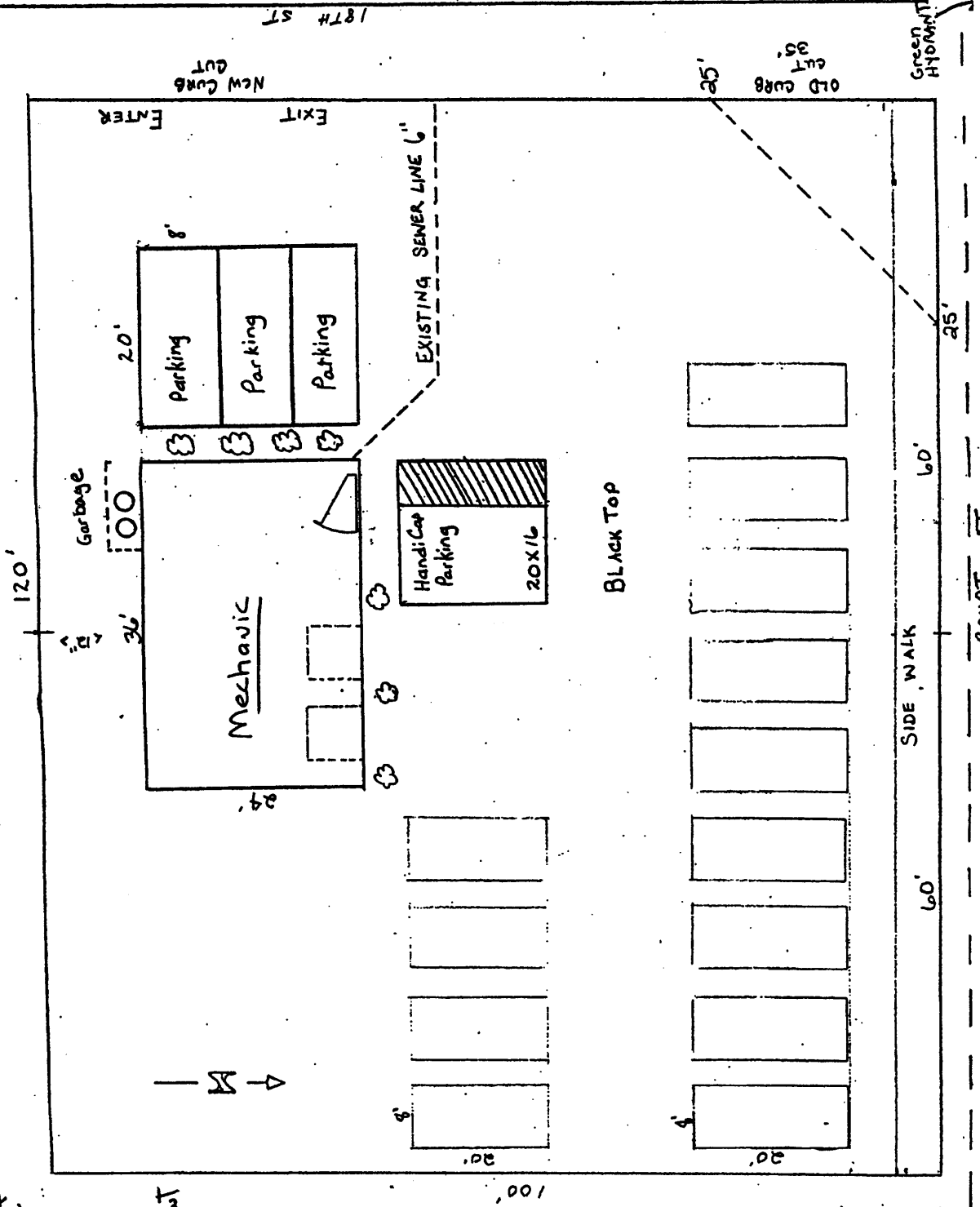
ZONED B3
SET BACKS 10'
NO EASEMENTS

STORM SEWER
CORNER OF CENTER & 18

Hydrant Across Court
Green Top

-CHAS SWINGLE
231-9555
MIKE HOLCOMB
267-5428

5/1/05



3/2/05

Work
By
Appointment

RESOLUTION No. 147 - 05/06

PEKIN, ILLINOIS, April 24, 2006

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Preliminary Plat Gingoteague Section Six is hereby approved.



SIGNED BY _____

MAYOR.

A SUBDIVISION OF PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 11, T. 24 N., R. 5 W., OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS



A PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 11, T. 24 N., R. 5 W., OF THE 3RD P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

1. OWNER/ENGINEER: PAUL J. CROSS
2. ENGINEER: GARY R. ZIMMAY/ZIMMAY & ASSOCIATES, INC.
3. SITE AREA = 7.772 ACRES
4. EXISTING RETENTION POND SHOWN IN PROPOSED OUTLOT "W" WAS DESIGNED AND BUILT TO PROVIDE STRONG WATER RETENTION FOR GOLF COURSE SECTION TWO AND FOUR AND THE REMAINING AREA BETWEEN THE TWO SUBDIVISIONS
5. EXISTING ZONING: RT
PROPOSED ZONING: LOT 1 AND 2: RM2
LOT 3: RM2
6. ALL UTILITIES ARE OR WILL BE AVAILABLE TO THIS SUBDIVISION
7. PARCEL IDENTIFICATION NUMBER = 10-11-000-034

[illegible]

I HEREBY CERTIFY THAT THE RESOLUTION NO. _____ ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI, DADE COUNTY, FLORIDA, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, A.D. 2006, FOR THE ABOVE PRELIMINARY PLAT OF SUBDIVISION SECTION SIX WAS APPROVED.

CITY CLERK

STATE OF FLORIDA
COUNTY OF FLORIDA)

WE, ZIMMANT & ASSOCIATES, INC., DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT REPRESENTATION OF A PRELIMINARY PLAT OF SUBDIVISION SECTION SIX BEING A SUBDIVISION OF PART OF THE W 1/2 OF THE E 1/2 OF SECTION 11, T 4 N, R 14 W, OF THE 9TH PA. MERRILL COUNTY, GEORGIA, AS SHOWN TO SCALE OF 1" = 80 FEET.

DATED THIS 7TH DAY OF MARCH, A.D. 2006.

ZUMWALT & ASSOCIATES, INC.

BY Elan R. Zimmels
ILLINOIS PROFESSIONAL LAND SURVEYOR #2232
LICENSE EXPIRATION DATE: 11-30-06



DRAWN BY: DOB	PERSONS:
APPROVED BY: GRZ	
DATE: MARCH 9, 2006	
DWG: 192161-001.DWG	
SHEET BY: MAF	

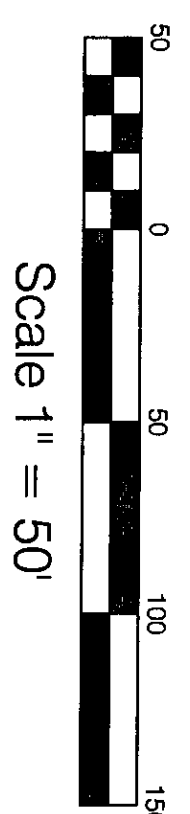
ZUMWALT & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • REGISTERED LAND SURVEYORS
1040 W. OLNEYA DRIVE
PEORIA, ILLINOIS 61615 • (309) 692-5074
DESIGN FIRM REGISTRATION NO. 184-003189

GINGOTEAGUE SECTION SIX
PEKIN, ILLINOIS

PRELIMINARY PLAT

1/1

JOB NO. 19.216



Scale 1" = 50'

ORDINANCE NO. 1568-A162

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

WHEREAS, Paul Cross, is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the zoning 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 RT (Two Family Residential District), to RM-2 (Multiple Family Residential District) ; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on March 28, 2006, 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 17, 2006, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as RM-2 (Multiple Family Residential District):

A part of a part of the West Half of the Southeast Quarter of Section 11, Township 24 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Southeast corner of Lot 1 of Gingoteague Section Two, being a subdivision of a part of the West ½ of the Southeast ¼ of said Section 11; thence N 01°07'31" E along the East line of Lot 1 of said Gingoteague Section Two, a distance of 200.00 feet to the Point of Beginning of the tract to be described; thence continuing N 01°07'31" E along the East line of Lot 1 of said Gingoteague Section Two, a distance of 539.96 feet to the South R.O.W. line of Honeysuckle Street; thence S 87°32'17" E along the South R.O.W line of Honeysuckle Street, a distance of 526.92 feet to a point on the West line of Gingoteague Section Four, a subdivision of the West ½ of the Southeast ¼ of said Section 11; thence S 01°07'31" W along the West line of said Gingoteague Section Four, a distance of 727.65 feet to a point on the North R.O.W. line of El Camino Drive; thence N 88°52'40" W along the North R.O.W. line of El Camino Drive, a distance of 286.78 feet; thence N 01°07'31" W, a distance of 200.00 feet; thence N 88°52'40" W, a distance of 240.00 feet to the Point of Beginning, containing 7.772 acres, more or less, situate, lying and being in the County of Tazewell and State of Illinois; NOW MORE PARTICULARLY DESCRIBED AS Lots 1 and 2 in Gingoteague Section 6
PIN

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 _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2006.

MAYOR

A SUBDIVISION OF PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 11, T. 24 N., R. 5 W., OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS



LEGAL DESCRIPTION

1. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
2. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
3. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
4. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
5. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
6. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
7. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
8. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
9. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.
10. Oostendorp, H.G., van't Hof-Grootenboer, A.E., and van't Hof-Grootenboer, E.A. (1995) *Journal of Internal Medicine* 238: 103-110.

[illegible]1/1

RESOLUTION No. _____ **148 - 05/06**

PEKIN, ILLINOIS, **April 24,** **2006**

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Preliminary Plat Grandview Estates Subdivision is hereby approved.



SIGNED BY _____

MAYOR.

PRELIMINARY PLAT CHECKLIST

Subdivision (Project) Name Grandview Estates
 Developer/Owner Gary Greene & William Heaver
 Developer Address 1635 Cooperfield, Morton / 3416 Sheridan, Pekin
 Developer Phone # 208-4010 696-5051
 Developer Contact Person _____
 Engineer/Architect Leonard M. Holloway

CEL
 4-17-2006

Required Information - Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Legal Description A	✓		OK	/
2.	Subdivider (Proprietor Status) & Engineer	✓		need	/
3.	1"=100' Minimum Acceptable Scale 1"=80'	✓		OK	/
4.	Date and North Arrow	✓		OK	/
1.	Location Map (not less than 1"=1,000')	✓		OK	/
2.	Boundary Survey, Dimension, Section and Corporation Lines	✓		OK	/
3.	Property Lines of Adjacent Tracts & Zoning Classification	Need zoning info		NOT shown	/
4.	Existing Platted Street (location, width and names)	Need info on widths		R.O.W. NOT shown	/
5.	Location of Existing Underground Utilities (i.e. sewers and water mains)	✓		OK	/
6.	Creeks or Surface Drains with 500' and Statement on Drainage Areas	need		need	/
7.	Contour Interval of not more than 2'	✓		OK	/
8.	Wetlands	N/A		N/A	/
9.	Floodplain	N/A		N/A	/
10.	Mines	N/A		N/A	/
1.	Zoning Classification Request existing R-1	✓		OK	/
2.	Schools, Open Space	?		NONE shown	/
3.	Relationship to Major Thoroughfares Sheridan Rd.	✓		OK	OK
4.	Master Plan or Other Plan Conformity	✓		OK	/

5.	Preservation of Natural Features	?		Should Preserve some	
1.	Street Names, ROW and Connections	see CEO note		note #1	
2.	Lot Layout, Dimension, Number and Setbacks	✓		OK	
3.	Lots for Public or Common Use	?		None shown	
4.	"Excepted" Parcels on Plat	✓		None	
5.	Sewage Disposal System Indication	see note CEO		note #2	
6.	Water Supply System Indication	✓		note #3	See note
7.	Storm Drainage and Retention Indication	✓		note #4	
8.	General Layout of Overall Plan	ok		?	
9.	Certificates	IEPA & NPDES	need	need	
Code Enforcement Comments: #1) Radius at culdesacs not shown and culdesacs as per code should be connected to make a continuous street if possible. #2) All manholes must be located in a Road R.O.W. if possible for future maintenance and an easement must be shown for all sewers #3) Waterlines must be looped with no dead ends. #4) Same as note #2,					
Public Works Comments: Concur w/ Code Enforcement Officer's notes on public space, manholes, water line loop and connecting streets to eliminate cul de sacs. This could easily be accommodated w/o loss of a lot and would provide for sewer & water line routings.					
City Engineer Comments:					
Fire Chief Comments: Loop the hydrant mains. Hydrants are spaced appropriately					
Other Comments:					

✓ Rip-rap and erosion control must be in place at all storm sewer outlets and must be maintained

* All excavation on all lots must follow erosion control methods to keep land from ~~eroding~~ eroding into ditches and lake, which includes silt fences being installed and maintained until ground cover is established.

November 3, 2003

McMillan, Sue

From: Kief, Denny
Sent: Wednesday, April 19, 2006 4:12 PM
To: McMillan, Sue
Subject: FW: Grandview Estates

On this coming Monday night's City Council Meeting you have an agenda item regarding the Preliminary Plan for Grandview Estates Subdivision. This is the proposed easterly extension of the Lutticken's Cove Subdivision. The Planning Commission voted 4 to 3 to NOT approve the Preliminary Plat. The basis of their denial was apparently (see Planning Commission minutes for details) was the lack of input from the Fire Chief regarding an emergency access into the subdivision. As you can see below the Fire Chief, Code Enforcement and Public Works Director are in fact supportive of the Preliminary Plat as submitted.

Ron and Joe do an excellent job of reviewing this material. Ideally the proposed 2 cul-de-sac streets could have been connected, but apparently the terrain does not allow for this to occur. There may also be an issue brought up concerning the additional runoff going into the lake from the streets and houses. I assume the developer's engineers will address this issue during the preparation of the construction drawings. I concur with their recommendation for approval of the Preliminary Plat. There is nothing in our codes that requires an emergency access.

From: Wuellner, Joe
Sent: Wednesday, April 19, 2006 6:46 AM
To: Kief, Denny
Cc: Sieh, Ron
Subject: RE: Grandview Estates

I concur with Ron's summary of the status of the development and agree that we should recommend approval of the plat. The Commission feels that a secondary access should be part of the layout but in this case there really is no other location where one can be put in that would provide a safe means of access. This subdivision fits well with the others in the area and the lengths and design of the cul de sacs meet the code requirements. They have worked with us in getting all the utilities laid out in a manner that will allow for ease of maintenance which with this layout was not an easy task.

Thanks,
Joe

From: Sieh, Ron
Sent: Tuesday, April 18, 2006 4:35 PM
To: Wuellner, Joe
Cc: Kief, Denny
Subject: Grandview Estates

Joe,

The Planning meeting that was held on April 17, 2006 at 6:30 had a turn of events that was unexpected. Unfortunately the Fire Chief did not sign off on the check list for this subdivision, which was an oversight on my part before it was sent to the committee for review. As a result of this oversight the committee voted 4 to 3 against this development, I had worked with the developers, attorney for the developers and the land surveyor for several weeks to get all the problems ironed out. The land surveyor and myself have gone as far as walking this undeveloped site to see the actual problems that have been a stumbling block for this development.

Today the Fire Chief and myself went through the preliminary plan and I explained to him the problems that the planning committee had with the checklist not being signed off on and the lack of a secondary access to/ from the development. After the discussion with the Chief, the problems seem to be an overreaction of the planning committee about a secondary access that is nowhere to be found in the zoning code.

A final thought from me would be to recommend to the council that this sub-division be approved as presented.

Memo

To: Commissioners

From: Joseph W. Wuellner, P.E. - Public Works Director

CC: Denny Kief, Sue McMillan, & Ron Sieh

Date: April 19, 2006

Re: Final Plats – Deerfield #4 and Winpak

Gentlemen:

At the meeting for April 24th you will have the final plats for the last section of Deerfield Estates #4 and for Winpak in the Riverway Business Park. Both projects have met the requirements for submittal of a final plat.

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

Thanks,

Joe

RESOLUTION No._____

149 - 05/06

PEKIN, ILLINOIS, April 24, 2006

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Conceptual, Preliminary, and Final Plats WinPak Heat Seal Corporation

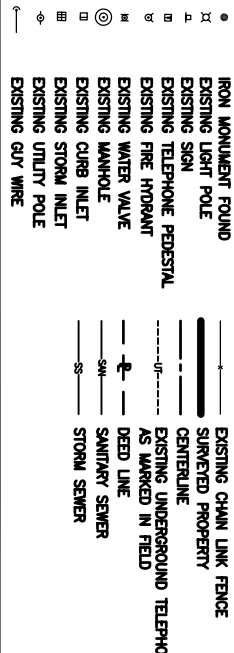
are hereby approved.



SIGNED BY _____

MAYOR.

A PART OF BLOCK 2, PART OF LOT 1A AND A PART OF A FRONTAGE ROAD VACATION ALL IN THE RESUBDIVISION OF RHEINWAY BUSINESS PARK, A SUBDIVISION OF PART OF THE W 1/2 OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN



Client:	
Drawn By:	K81
Reviewed By:	ADC
Date:	12 April 2006
Project No.:	233-06005
Filed By:	486
Drawing:	

WINPAK Heat Seal Corp.
Pekin Illinois

Sheet Title: **FINAL PLAT**

Project: **WINPAK Plant
Riverway Business Park**



MAUDEN & STUTZ, INC.
ENGINEERS SURVEYORS

**7615 NORTH HARKER DRIVE
PEORIA, ILLINOIS 61615
PH. (309) 693-7615
FAX (309) 693-7616**

[illegible]

RESOLUTION No. 150 - 05/06

PEKIN, ILLINOIS, April 24, 2006

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Final Plat Deerfield Estates Section Four is hereby approved.



SIGNED BY

MAYOR.

A PART OF THE NORTHWEST QUARTER OF SECTION 11 AND ALL OF OUTLOT "A" IN DEERFIELD ESTATES SECTION 3, BEING A SUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 24-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF PEKIN, ILLINOIS, JAZEWELL COUNTY, ILLINOIS.

[illegible][illegible]

05-299
SHEET 1 OF 1
DRAWING NO. 1

[illegible]

A PART OF THE NORTHWEST QUARTER OF SECTION 11 AND ALL OF OUTLOT "A" IN DEERFIELD ESTATES SECTION 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 3-NORTH, RANGE 5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAKENELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

STATE OF ILLINOIS)
COUNTY OF TAZEWELL SS

[illegible]

Gary L. Allen

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____ is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and delivered said instrument as the free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 2006.

Motary Public

I hereby certify that by Resolution No. adopted by the City Council of the City of Pekin,
Tazewell County, Illinois, at its regular meeting held on the day of , 2006,
the plat herein of Deerfield Eastside Section 4 was approved and the streets and alleys
shown thereon were accepted.

City Clerk

[illegible]

De

Mr. Christensen is, by his Engineering title, being professional engineers and land surveyors, do hereby certify that the above is a true and correct representation of said survey as shown to and by the said parties, and that the same has been established into law and records to be known as "BERNARD ESTATES SECTION 4", a part of the Northeast Quarter of Section 11, Township 24-North, Range 5-East of the Third Principal Meridian, Tazewell County, Illinois, and that all of this land represented hereon lies within the limits of the City of Peoria, which plan is approved and adopted a comprehensive plan and that to our best knowledge and belief, the attached final plat is a true and correct representation of said survey as shown to and by the said parties and is in full and complete compliance with the provisions of the Illinois Survey Law of 1901.

Witness my hand and the seal of the State of Illinois, this 14th day of April, 2006.

 NEIL J. ELIA
Professional Engineer
State of Illinois
No. 12122

By: D. J. Evans
Christopher B. Burke Engineering, Ltd.
Daniel J. Evans
Illinois Professional Land Surveyor #3346

P:\05299\gop\05299-01.fol



City of Pekin

04-17-2006

Denny,

The reason that we decided to re-address this Ordinance is to make sure that we did not violate Ordinance 2450 with our latest appointment of Jamie Evans to the position of Fire Prevention Officer. At our last two Labor/Management Meetings we discussed the concerns of the Fire prevention Officers position becoming a revolving door, since it has been lately that a Fire Fighter will take the position for the Captains' promotion and go back on line when a line Captains position comes open. I can sympathize with the guys that want to be on the line, because that is what the majority of the guys took the job to do. On the other hand the position of the Fire Prevention Officer is an extremely important position to create some stability in for the Pekin Fire Department. Jamie is planning on spending a long time in this position, which will give him the opportunity to go to classes, seminars and conferences to be an effective element in the community for the Fire Prevention Program.

In short, I would very much like for this to have stayed a Captains' position, but more importantly, for the Pekin Fire Department, creating stability in the position is paramount. Jamie Evans currently holds the rank of a Fire Fighter with the department. By changing this ordinance it gives the department the ability to fill these positions with anyone from the department.

I hope that this helps to answer any questions that you may have.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
City of Pekin

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 8, SECTION 6-8A-6-2
AND 6-8A-6-3C. OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NUMBER OF MEMBERS OF THE FIRE DEPARTMENT**

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

WHEREAS, it is necessary for the health, safety and welfare of the City to change the number of authorized personnel within each rank of the Fire Department of the City; and

WHEREAS, it is in the best interests of the City of Pekin to amend the City Code regarding Number of Members of the Fire Department.

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

1. Title 6, Chapter 8, Section 6-8A-6-2, of the Pekin City Code shall be deleted in its entirety and the following inserted in its place:

6-8A-6-2: **NUMBER OF MEMBERS:** The Fire Department of the City shall consist of the following personnel:

One (1) Fire Chief
One (1) Deputy Fire Chief
Three (3) Assistant Fire Chiefs
One (1) Fire Prevention Officer
One (1) Maintenance Coordinator
Twelve (12) Captains
Fifteen (15) Engineers/Drivers
Eighteen (18) Firefighters

In case of a vacancy in any office or position herein designated, neither the Fire Chief nor the Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefor.
(Ord. No. 2308 11/12/02)
(Ord. No. 2450 11/14/05) (Ord. No. 247 _ 04/24/06)

In case of a vacancy in any office or position herein designated, neither the Fire Chief nor the Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefore."

2. Title 6, Chapter 8, Section 6-8A-6-3C. of the Pekin City Code shall be deleted in its entirety and the following inserted in its place:

6-8A-6-3: MANNER OF ESTABLISHING RANK:

- C. Classification of Rank: Classification of ranks within the Fire Department of the City, in the order of their superiority, shall be known as the ranks of Fire Chief, Deputy Fire Chief, Assistant Fire Chief, Fire Prevention Officer, Maintenance Coordinator, Captain, Engineer/Driver, and Firefighter. (Ord. No. 247_ 04/24/06)

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ____ day of _____, 2006

MAYOR

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 13
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING TRAFFIC SAFETY COMMITTEE**

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form contains within Title 2, Chapter 13, Section 1 a provision for the composition of a committee known as the TRAFFIC SAFETY COMMITTEE; and

WHEREAS, the City Council supports the responsible review of traffic matters; and

WHEREAS, the City Council is committed to the safety of the community; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding the Traffic Safety Committee.

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

1. That Title 2, Chapter 13, Section 1 be amended by deleting the existing section in its entirety, and inserting the following language in its place

2-13-1: COMPOSITION; TERMS: There shall be a committee known as the TRAFFIC SAFETY COMMITTEE which shall consist of 6 voting members, being the Chief of Police, Chief of Fire Department, Director of Public Works, Street Superintendent, the City Manager, a citizen appointed by the Mayor. All members shall serve without salary. The citizen representative shall be appointed for a 1-year term, commencing the first Monday in May. Committee members may designate from that department's members, an alternate to attend meetings.

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.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 1
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING LICENSE PAYMENTS**

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

WHEREAS, under Article VII, Section 6(a), of the Illinois Constitution of 1970, the City of Pekin is a home rule municipality, and desires to exercise its rights and powers as a home rule municipality in this matter; and

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form contains within Chapter 3, Section 1, certain standards and licensing fees; and

WHEREAS, the City Council has determined that it is in the best interests of the City to require annual license holders to pay fees once per year; and

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

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

1. That Title 3, Chapter 1, Section 3, be amended as follows:

3-1-3: **TERM OF LICENSES:** All annual licenses shall be due on May 1 of each year. All licenses shall terminate on April 30 of each year. Three (3) weeks prior to the date of expiration, the City Clerk shall mail to all City licensees a statement of the time of license expiration and the costs of licenses.

2. That Title 3, Chapter 1, Section 5, FEES, be amended as follows:

3-1-5: **FEES:** All fees and charges for licenses or permits shall be paid in advance at the time application therefor is made to the City Clerk. When an applicant has not engaged in the business until after the expiration of part of the current license year, the license fee shall be prorated by quarters and the fee paid for each quarter or fraction thereof during which the business has been or will be conducted. Except as otherwise provided, all license fees shall become a part of the General Fund.

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

BE IT FURTHER ORDAINED that this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of March, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of March, 2006.

ORDINANCE NO. __

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 6,
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING THE ZONING 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 Zoning Code.

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

1. That Title 9, Chapter 6A, Section 3F be deleted in its entirety.
2. That Title 9, Chapter 6B, Section 3 last paragraph be deleted in its entirety.
3. That Title 9, Chapter 6C, Section 2 second paragraph be amended by deleting "and uses permitted as special uses except retail liquor sales provided by special uses in B-1 and B-2" from the end of the sentence.
4. That Title 9, Chapter 6C, Section 2 tenth paragraph be amended by deleting "where liquor is not sold, served or otherwise provided," from the middle of the sentence.
5. That Title 9, Chapter 6C, Section 3J be deleted in its entirety.

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 _____, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

CHAPTER 6

BUSINESS DISTRICTS

ARTICLE A. B-1 LOCAL BUSINESS DISTRICTS

SECTION:

- 9-6A-1: Intent
- 9-6A-2: Principal Uses Permitted
- 9-6A-3: Special Uses
- 9-6A-4: Required Conditions
- 9-6A-5: Area and Bulk Requirements

9-6A-1: **INTENT:** The B-1 Local Business Districts, as herein established, are designed to meet the day-to-day convenience shopping and service needs of persons residing in the adjacent residential areas.

9-6A-2: **PRINCIPAL USES PERMITTED:** In a local Business District, no building or land shall be used and no building shall be erected, except for one or more of the following specified uses, unless otherwise provided in this Title:

Alcohol/Drug Rehabilitation Home

All principal uses as regulated and all special uses as regulated in the OS-1 Office Service Districts except new one- and two-family dwellings.

Business establishments which perform services on the premises such as, but not limited to, banks, loan companies, insurance offices and real estate offices.

Dry cleaning establishments or pickup stations dealing directly with the consumer. Central dry cleaning plants serving more than one retail outlet shall be prohibited.

Generally recognized retail businesses which supply commodities on the premises such as, but not limited to, groceries, meats, dairy products, baked goods or other foods, drugs, dry goods, clothing, notions, hardware and restaurants.

The uses allowed and as controlled in RM-2 Districts may be permitted on those floors above the first story to the owner of the property or business in accordance with the dwelling unit density requirements of the RM-2 District. All height, setback, floor area ratio and percent of lot coverage requirements shall comply with the requirements of the B-1 District. In determining dwelling unit density, the parcel area, including the area to be occupied by the principal uses, may be computed.

- B. Publicly-owned buildings, public utility buildings, telephone exchange buildings, electric transformer stations and substations, gas regulator stations with service yards but without storage yards, water and sewage pumping stations; provided, however, that buildings used for overnight incarceration of prisoners shall not be permitted.
- C. The uses allowed and as controlled in RM-3 Districts may be permitted on those floors above the first story in accord with the dwelling unit density requirements of the RM-3 Districts. All height, setback, floor area ratio and percentage of lot coverage requirements shall comply with the requirements of the B-1 District. In determining dwelling unit density, the parcel area, including the area to be occupied by the principal use, may be computed.
- D. Self-serve auto wash, subject to the following:
1. All washing operations shall be conducted within a building.
 2. A completely obscuring wall,, four feet six inches (4'6") high, shall be provided on those sides abutting a residential zone. In those instances where a wall would be inappropriate, as determined by the Planning Commission, a landscape greenbelt may be utilized to screen such development from abutting residential areas.
 3. Lighting shall be directed away from all abutting residential areas.
- E. Accessory structures and uses customarily incident to the above uses.
- F. Any generally recognized retail business establishment, excluding restaurants, where alcoholic liquor is sold, including taverns, package liquor stores, or portions of other retail business where liquor is lawfully sold, subject to the following conditions:
1. All lighting shall be shielded from adjacent residential districts.
 2. A five foot high, completely obscuring wall shall be provided when abutting or adjacent districts are zoned R, RT, RM, or OS-1 districts. The height of the wall shall be measured from the surface of the ground. Said wall shall further meet the requirements of Chapter 10 of this title, General Zoning Provisions.
 3. All loading and parking shall be provided off street.
 4. The storage and/or display of any materials and/or products shall meet all set back requirements of the structure.

- G. Restaurants with drive-thru or drive-ins shall be subject to the following conditions: 1) All lighting shall be shielded from adjacent residential districts; 2) A five foot high completely obscuring wall shall be provided when abutting or adjacent districts are zoned R, RT, RM, or OS-1 Districts. The height of the wall shall be measured from the surface of the ground. Said wall shall further meet the requirements of Chapter 10 of this Title 9, General Zoning Provisions; 3) All loading and parking shall be provided off-street; 4) The storage and/or display of any materials and/or products shall meet all setback requirements of the structure.
- H. The uses allowed and as controlled in RM-2 Districts may be permitted on those floors above the first story for those other than the owner of the property or the business therein in accord with the dwelling unit density requirements of the RM-2 district. All height, setback, floor area ratio and percent of lot coverage requirements shall comply with the requirements of the B-2 district. In determining dwelling unit density, the parcel area, including that area to be occupied by the principal uses, may be computed.

9-6A-4: REQUIRED CONDITIONS:

- A. All business establishments shall be retail or service establishments dealing directly with customers. All goods produced on the premises shall be sold at retail on premises where produced.
- B. All business, servicing or processing, except for off-street parking or loading, shall be conducted within a completely enclosed building.

9-6A-5: AREA AND BULK REQUIREMENTS: See Section 9-9-1 of this Title, "Schedule of Regulations", limiting the height and bulk of buildings, the minimum size of lot permitted by land use and providing minimum yard setback requirements.

CHAPTER 6

BUSINESS DISTRICTS

ARTICLE B. B-2 CENTRAL BUSINESS DISTRICT

SECTION:

9-6B-1: Intent

9-6B-2: Principal Uses Permitted

9-6B-3: Special Uses

9-6B-4: Area and Bulk Requirements

9-6B-1: **INTENT:** The B-2 Central Business District is designed to provide for office buildings and the great variety of large retail stores and related activities which occupy the prime retail frontage by serving the comparison, convenience and service needs of the entire City Area as well as substantial area of the adjacent and surrounding residential developments beyond the City limits. The District regulations are designed to promote convenient pedestrian shopping and the stability of retail development by encouraging a continuous retail frontage and by limiting automotive-related services and nonretail uses which tend to break up such continuity.

9-6B-2: **PRINCIPAL USES PERMITTED:** In a Central Business District, no building or land shall be used and no building shall be erected, except for one or more of the following specified uses, unless otherwise provided in this Title:

Any generally recognized retail business which supplies commodities on the premises within a completely enclosed building such as, but not limited to, food, drugs, furniture, clothing, dry goods, notions or hardware.

Any personal service establishment which performs services on the premises within a completely enclosed building such as, but not limited to, repair shops (watches, radio, television, shoe, etc.), tailor shops, beauty parlor, barber shops, interior decorators, photographers and dry cleaners.

Banks and banks with drive-in facilities, when said drive-in facilities are incidental to the principal function.

Business schools or private schools operated for profit. Examples of private schools permitted herein include, but are not limited to, the following: dance studios, music and voice schools and art studios.

Municipal buildings and post office.

Newspaper offices and printing plants.

Offices and office buildings of an executive, administrative or professional nature. Offices and showrooms of plumbers,, electricians, decorators or similar trades. The ground floor premises facing upon and visible from any abutting street shall be used only for entrances, offices or display. All storage of, materials, on any land shall be within the confines of the building or part thereof occupied by said establishment and shall be adequately screened from abutting streets.

Public utility buildings telephone exchange buildings, electric transformer stations, substations and similar uses only when enclosed within a building or completely enclosed by an obscuring wall.

Restaurants and taverns where the patrons area served while seated within the building occupied by such establishment and wherein said establishment does not extend as an integral part of, or accessory thereof and service of a drive-in or open-front store.

The uses allowed and as controlled in RM-2 districts may be permitted on those floors above the first story solely for the owner of the property or the business therein, in accord with the dwelling unit density requirements of the RM-2 district. All height, setback, floor area ratio, and percent of lot coverage requirements shall comply with the requirements of the B-2 district. In determining dwelling unit density, the parcel area, including that area to be occupied by the principal use, may be computed.

Theaters, when completely enclosed.

Warehouse and storage facilities, when incident to and physical connected with any principal use permitted; provided, that such facility be within the confines of the building or part thereof occupied by said establishment.

Other uses which are similar to the above and subject to the following restrictions:

- A. All business establishments shall be retail, wholesale or service establishments dealing directly with consumers.
- B. All business, servicing or processing, except for off-street parking or loading, shall be conducted within completely enclosed buildings.
- C. Storage of commodities shall be within buildings or shall be so enclosed as not be visible to the public from a street or thoroughfare.

Accessory structures customarily incident to the above permitted uses.

9-6B-3: SPECIAL USES: The following uses may be permitted, subject to the review and approval of the site plan and the use by the City Council after a hearing and recommendation is received from the Planning Commission for each use, and subject, further, to such conditions imposed by the City Council and the conditions herein after imposed for each use:

The uses allowed and as controlled in RM-3 Districts may be permitted on those floors above the first story in accord with the dwelling unit density requirements of the RM-3 District. All height, setback, floor area ratio and percent of lot coverage requirements shall comply with the requirements of the B-2 District. In determining dwelling unit density, the parcel area, including that area to be occupied by the principal uses, may be computed.

Churches.

Jails, prisons and other buildings used for over night incarceration of prisoners; provided, such use is enclosed within a building or within an obscuring wall or other screening.

Any generally recognized retail business establishment, excluding restaurants, where alcoholic liquor is sold, including taverns, package liquor stores, or portions of other retail business where liquor is lawfully sold, subject to the following conditions:

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

9-6B-4: AREA AND BULK REQUIREMENTS: See Section 9-9-1 of this Title, "Schedule of Regulations", limiting the height and bulk of buildings and minimum size of lot permitted.

CHAPTER 6

BUSINESS DISTRICTS

ARTICLE C. B-3 GENERAL BUSINESS DISTRICTS

SECTION:

9-6C-1: Intent

9-6C-2: Principal Uses Permitted

9-6C-3: Special Uses

9-6C-4: Area and Bulk Requirements

9-6C-1: **INTENT:** The B-3 General Business Districts are designed to provide sites for more diversified business types which would often be incompatible with the pedestrian movement in the Local Business District or the Central Business District.

9-6C-2: **PRINCIPAL USES PERMITTED:** In a General Business District, no building or land shall be used and no building shall be erected, except for one or more of the following specified uses, unless otherwise provided in this Title:

Any retail business or service establishment permitted in B-1 and B-2 Districts as principal uses permitted and uses permitted as special uses except retail liquor sales provided for by special use in B-1 and B-2.

Automatic automobile car wash, self-serve auto or truck wash or outdoor car wash.

Bowling alleys.

Bus passenger stations.

Clinics.

Governmental offices (excepting those used for overnight incarceration of prisoners), public utility offices, exchange, transformer stations, pump stations and service yards, but not including outdoor storage.

Hotels and motels.

New and used automobile sales or showroom.

Outdoor retail and food sales where liquor is not sold, served or otherwise provided, with staff approved site plan.

Pool or billiard parlor or club.

Private clubs or lodge halls.

Retail cold storage establishments.

Self-service laundry and dry cleaning establishments.

Warehousing and storage of materials or goods to be sold at retail, provided such storage is within a building or is enclosed as not to be visible to the public from a street or thoroughfare.

Other uses which are similar to the above uses.

Accessory buildings and uses customarily incident to the above permitted uses.

9-6C-3: SPECIAL USES: The following uses may be permitted, subject to the review and approval of the site plan and the use by the City Council after a hearing and recommendation is received from the Planning Commission for each use, and subject, further, to such conditions imposed by the City Council and the conditions herein after imposed for each use:

- A. Outdoor sales space for exclusive sale of new or used automobiles, house trailers or rental of trailers and/or automobiles, all subject to the following:
 - 1. The lot or area shall be provided with a permanent, durable and dustless surface and shall be graded and drained as to dispose of all surface water accumulated within the area.
 - 2. Access to the outdoor sales area shall be at least twenty-five feet (25') from the intersection of any two (2) streets.
 - 3. No major repair or major refinishing shall be done on the lot.
 - 4. All lighting shall be shielded from adjacent residential districts.
- B. Business in the character of a drive-through, drive-in or open-front store, subject to the following conditions:
 - 1. A setback of at least twenty-five feet (25') from the right-of-way line of any existing or proposed street must be maintained.
 - 2. Access points shall be located at least sixty feet (60') from the intersection of any two (2) streets.
 - 3. All lighting shall be shielded from adjacent residential districts.

4. A five foot (5') high, completely obscuring wall shall be provided when abutting or adjacent districts are zoned for R, RT, RM or OS-1 Districts. The height of the wall shall be measured from the surface of the ground. Said wall shall further meet the requirements of Chapter 10 of this Title, "General Zoning Provisions".
- C. Veterinary hospitals or clinics, provided all activities are conducted within a totally enclosed main building, and provided further, that all buildings are set back at least two hundred feet (200') from abutting residential districts on the same side of the street.
 - D. Plant materials nursery for the retail sale of plant materials not grown on the site and sales of lawn furniture, playground equipment and garden supplies, subject to the following conditions:
 1. The storage and/or display of any materials and/or products shall meet all setback requirements of a structure.
 2. All loading and parking shall be provided off-street.
 3. The storage of any soil, fertilizer or other loose, unpackaged materials shall be contained so as to prevent any effects on adjacent uses.
 - E. The uses allowed and as controlled in RM-3 Districts may be permitted on those floors above the first story in accord with the dwelling unit density requirements of the RM-3 District. All height, setback, floor area ratio and percent of lot coverage requirements shall comply the requirements of the B-3 District. In determining dwelling unit density, the parcel area, including that area to be occupied by the principal use, may be computed.
 - F. Accessory structures and uses customarily incident to the above uses.
 - G. Automotive repair business, such as muffler shops, shock absorber replacement shops, tire stores, undercoating shops and minor engine repair shops, subject to the following conditions:
 1. Access to such use shall be directly to a major or collector street or shall be to a minor street which has direct access to an abutting major or collector street.
 2. Access to and from such use shall not be cause for traffic to utilize residential streets.
 3. Outdoor storage of parts or materials shall be prohibited.

4. Vehicles awaiting repair shall not be allowed to be stored outside the building for more than forty eight (48) hours for each such vehicle awaiting repair.
5. Areas for off-street parking required for customer use shall not be utilized for the storage of vehicles awaiting repairs.
6. All vehicle servicing or repair shall be conducted within a building.
7. Suitable containers shall be provided and utilized for the disposal of used parts, and such containers shall be screened from public view.
8. A four foot six inch (4'6") obscuring wall shall be provided and maintained on those property lines adjacent to or abutting a residential district.
9. A site plan shall be submitted to the Planning Commission for its review and approval; prior to issuance of a building permit.

H. (Left Blank) Ord. No. 2340-OA 9/22/03

I. Churches.

J. Any generally recognized retail business establishment, excluding restaurants, where alcoholic liquor is sold, including taverns, package liquor stores, or portions of other retail business where liquor is lawfully sold, subject to the following conditions:

1. All lighting shall be shielded from adjacent residential districts.
2. A five foot high, completely obscuring wall shall be provided when abutting or adjacent districts are zoned R, RT, RM. Or OS-1 districts. The height of the wall shall be measured from the surface of the ground. Said wall shall further meet the requirements of Chapter 10 of this title, General Zoning Provisions.
3. All loading and parking shall be provided off street.
4. The storage and/or display of any materials and/or products shall meet all set back requirements of the structure.

9-6C-4: **AREA AND BULK REQUIREMENTS:** See Section 9-9-1 of this Title, "Schedule of Regulations", limiting the height and bulk of buildings, the minimum size of lot permitted by land use and providing minimum yard setback requirements.



City of Pekin

Finance Department

TO: Mayor Mackaman
Council Members: Blanchard, Dagit, Jones and Maddox

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

SUBJECT: Computer Maintenance

DATE: April 19, 2006

On March 30, 2006, the City of Pekin issued an RFP seeking bids for the maintenance of our computer network and AS/400. The RFP was published in the Peoria Journal Star. And invitations to bid were sent to six local providers. The RFP offered the option of bidding the network service (Time and Material) and the AS/400 separately. Proposals were due back by 5pm, April 10th.

Of the six requested, five responded: RK Dixon (RKD), Infinite Systems Services, Inc (ISSI), Pearl Technology (Pearl), Facet Computers (Facet) and Heart Technologies, Inc. (Heart). Only Advanced System Designs, Inc. did not respond to our RFP.

The submitted proposals were reviewed by Tom Schaub and Dave Hess for level of certification, OEM qualified service providers and costs. Bid's ranged from \$2,196 to \$2,832 per year. Some did not bid on both the network and AS/400 maintenance services.

Tom and Dave provided the committee a summary (attached) of their conclusions. The Computer Committee then met and approved their recommendation, based upon the following reason. Heart's expertise was felt to best compliment the level of expertise currently in house.

Therefore, it is our recommendation to request the council approve the bid of Heart Technologies, Inc. to provide the requested services for a period of three years with two one year options. Estimated cost, budgeted, is from \$1,700 to \$3,400 per year.

Tom Schaub, Network Administrator will be available if you have any questions.

For the Computer Committee,

Dennis Kief
Tom Schaub

DC Rick Bowman
Steve Thompson

Dave Hess
Joe Wuellner

Lt Gary Lowe
Bob Reis

Attachment: Bid Summary

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

BID SUMMARY

CRITERIA	RKD	ISSI	Heart	Pearl	Facet
Level of Certification	Cisco: CCNA, CCNP, CCIE Written Microsoft: MCSE, MCDBA, MCSD	Cisco: CCNA Microsoft: MCSE	Cisco: CISSP, CWNA, CFS, CCDA, CWE, CWLDS, CWLSS, CIPTES, CIPTS, CQOS Microsoft: MCSE	Cisco: CCNA, CCNP, CCDA, CCDP Microsoft: MCSA, MCT	Cisco: CCNA Microsoft: MCSE, MCT, MCSA
OEM – Qualified Service Provider	HP, IBM, Cisco	HP, IBM	HP, IBM, Cisco	HP, IBM, Cisco, Toshiba	HP, IBM, Cisco
IBM Maintenance	NO BID	\$2,832/yr	\$2,196/yr	Printers Only \$2,700/yr	NO BID
T&M – Routine	\$100/hr	Servers - \$115/hr All others - \$85/hr	Desktops -\$60/hr Servers - \$110/hr	\$100/hr	\$65/hr
T&M – Emergency	\$150/hr		M-F; 8-5 \$72 / \$132/hr Other \$90 / 165/hr	\$125/hr	\$97.50/hr
Estimated Annual Cost	\$2,000 - \$4,000	\$2,000 - \$4,000	\$1,700 - \$3,400	\$2,000 - \$4,000	\$1,300 - \$2,600



City of Pekin

April 10, 2006

Mr. Kief:

Enclosed is the Illinois Department of Transportation (IDOT) grant for 2006 operation. The states portion of the grant for this year is \$119,051 to assist on the operation of the Pekin Municipal Transit operation.

Sincerely,

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

Greg Ranney



Illinois Department of Transportation

Division of Public and Intermodal Transportation
300 West Adams Street / 2nd Floor / Chicago, Illinois / 60606

April 3, 2006

Mr. Greg Ranney
Director of Public Property
City of Pekin – Pekin Municipal Bus Service
1130 Koch Street
Pekin, Illinois, 61554

RE: FY2006 State Operating Assistance Grant OP-06-09-IL
Contract #3569

Dear Mr. Ranney:

Enclosed, are two copies of the above referenced grant agreement in the maximum amount of \$119,051 to fund the state eligible portion of the City's FY06 direct transit operating expense as submitted in its FY06 Downstate Operating Assistance application. This amount represents 55% of the eligible expense reflected in your application.

Please have your authorized representative:

- Sign, but not date, both copies of page 10 of the agreement;
- Sign and date, both copies of Exhibits B & C, and
- Return the above, with original signatures, to the Department along with a completed legal opinion and board resolution authorizing this grant agreement.

Sample language for the legal opinion and board resolution are enclosed for your reference. Upon receipt of the partially executed agreements, we will secure Department execution and return one of the fully-executed agreements to you for your files.

Because of the significant increase budgeted for insurance costs this year, the Department is requesting additional information to assist us in understanding how the transit system's insurance costs are determined. Therefore, please provide the following additional documents in support of all insurance costs reported on the OP10-C reports:

- a copy of the actual insurance invoice or premium, and
- based on that invoice or premium, a calculation sheet that reflects how the transit system's cost was determined for the OP10-C report.

Mr. Greg Ranney
City of Pekin
Page Two
April 3, 2006

If you have any questions regarding this matter, please contact Karen Strell or me at (312) 793-2111.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy L. Stwora", followed by a horizontal line.

Nancy L. Stwora
Acting Section Chief
Downstate Urbanized Area Programs

Enclosures

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT
between

THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION

AND

THE CITY OF PEKIN

Contract Number 3569

Grant Number OP-06-09-IL

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This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and the City of Pekin (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department may enter into a grant agreement to implement Grantee's approved program of expenditures, within the following limitations: 1) not to exceed fifty-five percent (55%) of Grantee's eligible operating expenses incurred by the Grantee during fiscal year 2006 in the provision of such public transportation services as have been approved by the Department; and 2) in no event shall state funding under this Agreement together with any operating assistance received from any federal, state or local agency in fiscal year 2006 exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the amount of \$119,051, subject to the limitations contained in this item, the Act and the Rules. The Approved Project Budget is shown in Exhibit A, attached to and incorporated into this Agreement.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

- (a) employee wages and benefits;
- (b) materials, fuels and supplies;
- (c) rental of facilities;
- (d) taxes other than income taxes;
- (e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;
- (f) equipment purchases which do not exceed \$5,000;
- (g) administrative costs associated with capital projects which are not reimbursed elsewhere;
- (h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;
- (i) reasonable expenses and compensation for Grantee's board members or trustees; and
- (j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

- (a) depreciation;
- (b) amortization or depreciation of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) any expense eligible for federal funding under a capital assistance program;
- (g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit B.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

EXHIBIT A

The City of Pekin

Fiscal Year 2006 Operating Budget

System Expenses	
Eligible Expense	216,457
Ineligible Expense	0
Total Expense	<u>\$216,457</u>

System Revenue	
Farebox	11,561
Other Revenue	0
Local	25,845
Federal	60,000
State Operating Assistance	119,051
Total Revenue	<u>\$216,457</u>

EXHIBIT B

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

The City of Pekin

X

Signature of Authorized
Representative

X

Title

X

Date

EXHIBIT C

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

Grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantee's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.

**AUTHORIZATION TO EXECUTE
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT**

C E R T I F I C A T E

I, Sue E. McMillan, do hereby certify that I am the fully qualified and acting City Clerk of the City of Pekin, and as such City Clerk, I am the keeper of the seal, records and files of the City of Pekin.

I do further certify that at a duly constituted and legally convened meeting of the City Council of the City of Pekin held on the _____ day of _____, 2006, a resolution was adopted in full accordance and conformity with the ordinances of the City of Pekin and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

BE IT RESOLVED by the City Council of the City of Pekin:

1. That the City of Pekin enter into a certain Downstate Public Transportation Operating Assistance Agreement, contract (#3569) OP-(06-09)-IL) (Agreement) with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1, et seq.)
2. That Gregory J. Ranney, Director of Public Properties for the Pekin Municipal Bus Company of the City of Pekin, is hereby authorized and directed to execute the Agreement on behalf of the City of Pekin.
3. That Gregory J. Ranney, Director of Public Property for the City of Pekin is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the Grant.

I further certify that the original of the complete said Resolution is on file in the records of the City of Pekin in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the City of Pekin this _____ day of _____, 2006.

Sue E. McMillan
City Clerk
City Of Pekin

**AUTHORIZATION TO EXECUTE
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT**

OPINION OF COUNSEL

I, Patrick E. Oberle, am an attorney licensed by and duly admitted to practice law in the State of Illinois, and am counsel and attorney for the City of Pekin ("Grantee"). In this capacity, my opinion has been requested relative to the eligibility of the Grantee for grant assistance under the provisions of the Illinois Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, contract #(3569), ("Agreement") tendered by the State of Illinois ("State") to Grantee. You are hereby advised as follows:

1. The Grantee is an eligible "participant" as defined in the Act.
2. There are no provisions in the City of Pekin, (Grantee) charter or by-laws or in the statutes of the State, the United States of America, or any municipal ordinances, that preclude or prohibit the City of Pekin from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the aforementioned grant Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts, which would adversely affect this grant contract, or which would prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based upon the foregoing, I am of the opinion that the City of Pekin is an eligible recipient under the provisions of the Acts, and that it is fully empowered and authorized to accept the grant from the State.

Signature: _____

Patrick E. Oberle
Corporation Counsel for the City of Pekin

Date: _____

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT
between

THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION

AND

THE CITY OF PEKIN

Contract Number 3569

Grant Number OP-06-09-IL

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6	INELIGIBLE OPERATING PROCEDURES
7	RECORD RETENTION
8	INSPECTION AND AUDIT
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21	TERMINATION, PAYMENT DELAY, RECALL
22	DISPUTE RESOLUTION

This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and the City of Pekin (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department may enter into a grant agreement to implement Grantee's approved program of expenditures, within the following limitations: 1) not to exceed fifty-five percent (55%) of Grantee's eligible operating expenses incurred by the Grantee during fiscal year 2006 in the provision of such public transportation services as have been approved by the Department; and 2) in no event shall state funding under this Agreement together with any operating assistance received from any federal, state or local agency in fiscal year 2006 exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the amount of \$119,051, subject to the limitations contained in this item, the Act and the Rules. The Approved Project Budget is shown in Exhibit A, attached to and incorporated into this Agreement.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

- (a) employee wages and benefits;
- (b) materials, fuels and supplies;
- (c) rental of facilities;
- (d) taxes other than income taxes;
- (e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;
- (f) equipment purchases which do not exceed \$5,000;
- (g) administrative costs associated with capital projects which are not reimbursed elsewhere;
- (h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;
- (i) reasonable expenses and compensation for Grantee's board members or trustees; and
- (j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

- (a) depreciation;
- (b) amortization or depreciation of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) any expense eligible for federal funding under a capital assistance program;
- (g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit B.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

EXHIBIT A

The City of Pekin

Fiscal Year 2006 Operating Budget

System Expenses	
Eligible Expense	216,457
Ineligible Expense	0
Total Expense	<u>\$216,457</u>

System Revenue	
Farebox	11,561
Other Revenue	0
Local	25,845
Federal	60,000
State Operating Assistance	119,051
Total Revenue	<u>\$216,457</u>

EXHIBIT B

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

The City of Pekin

X _____
Signature of Authorized
Representative

X _____
Title

X _____
Date

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

The City of Pekin

X

Signature of Authorized
Representative

X

Title

X

Date

**AUTHORIZATION TO EXECUTE
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT**

C E R T I F I C A T E

I, Sue E. McMillan, do hereby certify that I am the fully qualified and acting City Clerk of the City of Pekin, and as such City Clerk, I am the keeper of the seal, records and files of the City of Pekin.

I do further certify that at a duly constituted and legally convened meeting of the City Council of the City of Pekin held on the _____ day of _____, 2006, a resolution was adopted in full accordance and conformity with the ordinances of the City of Pekin and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

BE IT RESOLVED by the City Council of the City of Pekin:

1. That the City of Pekin enter into a certain Downstate Public Transportation Operating Assistance Agreement, contract (#3569) OP-(06-09)-IL) (Agreement) with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1, et seq.)
2. That Gregory J. Ranney, Director of Public Properties for the Pekin Municipal Bus Company of the City of Pekin, is hereby authorized and directed to execute the Agreement on behalf of the City of Pekin.
3. That Gregory J. Ranney, Director of Public Property for the City of Pekin is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the Grant.

I further certify that the original of the complete said Resolution is on file in the records of the City of Pekin in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the City of Pekin this _____ day of _____, 2006.

Sue E. McMillan
City Clerk
City Of Pekin

**AUTHORIZATION TO EXECUTE
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT**

OPINION OF COUNSEL

I, Patrick E. Oberle, am an attorney licensed by and duly admitted to practice law in the State of Illinois, and am counsel and attorney for the City of Pekin ("Grantee"). In this capacity, my opinion has been requested relative to the eligibility of the Grantee for grant assistance under the provisions of the Illinois Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, contract #(3569), ("Agreement") tendered by the State of Illinois ("State") to Grantee. You are hereby advised as follows:

1. The Grantee is an eligible "participant" as defined in the Act.
2. There are no provisions in the City of Pekin, (Grantee) charter or by-laws or in the statutes of the State, the United States of America, or any municipal ordinances, that preclude or prohibit the City of Pekin from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the aforementioned grant Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts, which would adversely affect this grant contract, or which would prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based upon the foregoing, I am of the opinion that the City of Pekin is an eligible recipient under the provisions of the Acts, and that it is fully empowered and authorized to accept the grant from the State.

Signature: _____

Patrick E. Oberle
Corporation Counsel for the City of Pekin

Date: _____



City of Pekin

04-19-2006

Denny,

After a lengthy review of several Vehicle Ventilation systems with Greg Ranney, I have decided to recommend to you the purchase and installation of the Plymo-vent system in all three (3) Pekin Fire Stations. The cost for all three (3) stations comes to \$82,242.00 for equipment and installation. The cost to the City of Pekin is 10% of this total, which comes to \$8,224.20. This will satisfy the citation received from the Illinois Department of Labor (report # S-S-2005-0274-LGI) IN 2005. After installation, this should close all open citations to date from the Illinois Department of Labor.

Please contact me if you have any questions.

Respectfully,

Chuck



City of Pekin

04-19-2006

Denny,

After a lengthy review of several Vehicle Ventilation systems with Greg Ranney, I have decided to recommend to you the purchase and installation of the Plymo-vent system in all three (3) Pekin Fire Stations. The cost for all three (3) stations comes to \$82,242.00 for equipment and installation. The cost to the City of Pekin is 10% of this total, which comes to \$8,224.20. This will satisfy the citation received from the Illinois Department of Labor (report # S-S-2005-0274-LGI) IN 2005. After installation, this should close all open citations to date from the Illinois Department of Labor.

Please contact me if you have any questions.

Respectfully,

Chuck

RECREATIONAL RIVER CONCEPTS, INC.

401-417 Fayette Avenue

Springfield, IL 62704

Telephone: (217) 753-2500 / Facsimile: (217) 753-2619

April 19, 2006

Mr. Dennis Kief, City Manager
City of Pekin
111 South Capitol Street
Pekin, IL 61554-4108

RE: Belle of the Night

Dear Mr. Kief:

Thank you for the time and courtesy extended Bert Schertz, my daughter, Kim, and myself on Monday, April 17, 2006.

As you and the Pekin City Council members are aware, the Belle of the Night (the Belle) was originally brought to Pekin at the Council's request under the professionalism and enthusiasm of my now-deceased wife, Gloria Kelso. At that time, the Belle was moored at its present, temporary location until a more accessible and better-suited riverfront location could be determined. The beautiful Pekin park area has flourished but not to the extent it could flourish. Unfortunately, the Belle did not flourish as my wife, Gloria, became gravely ill in September of 2003 and unsuccessfully battled lung cancer through the next year until on November 4, 2004. I am 86 years old and Gloria was 20 years younger than me. It never occurred to us nor did we have an advance plan in place for me to be the one left to contend with the unfinished business of the Belle of the Night.

We are all aware that several potential buyers have approached us and I have heavily discounted the price of the Belle to sell it to dispose of it and satisfy our mutual desire that I move the Belle from Pekin or commence to get it opened. Both you and I have dealt with repeated interested parties that have consisted of "get rich quick" schemers and undercapitalized investors with half-thought-through business plans. I now present a final proposal to Pekin to see if together we can structure a viable business plan with mutual commitments to resurrect the original plans for the Belle through my financial backing and a future commitment by Mr. Bert Schertz of Manito, Illinois.

Mr. Dennis Kief, City Manager
City of Pekin
April 19, 2006
Page Two

Recreational River Concepts, Inc. would sell the Belle of the Night to Mr. Schertz and financially assist him through a mutual business plan to open the Belle of the Night in Pekin. Mr. Schertz has done extensive research and believes the following list of requirements are necessary to be fulfilled by the City of Pekin to make this venture successful and take it to its next level for completion. These requirements are as follows:

1. The City of Pekin grant permission to relocate the Belle to the northern pier. If it would be best, allow the Belle to utilize the northern pier side as an access point to board the Belle of the Night. Limited pilings to be provided by the City of Pekin, if necessary.
2. The City of Pekin grant permission for use of the parking lot located between the pier and the Pekin Boat Club.
3. The City of Pekin provide an access to the utilities and sewer required to open the Belle at a location on the riverside of the railroad tracks as close to the pier as possible.
4. The City of Pekin provide a satisfactory lease with renewable options.

It is important for the City of Pekin to remember and understand that this is not a new plan, but rather a final attempt to resurrect and facilitate the first plan offered to the City back in spring of 2003 by Mr. Schertz. During the course of those meetings the proposed Belle location was moved south of the boat ramps by the City without its fiscal support to facilitate reasonable access or the necessary infrastructure support to the Belle. Thereafter, Mr. Schertz's investors withdrew their interest and support in purchasing the Belle and pursuing its future development in Pekin.

The Belle of the Night has the potential to generate annual gross sales of around \$400,000 with the tax revenues from the Belle and other area businesses benefiting the City of Pekin for years to come. New employment opportunities will be created in Pekin from the operation of the Belle of the Night naturally stimulating growth into other existing Pekin area businesses.

Please advise me your decision at the earliest availability. If the answers are yes to a partnership between the City of Pekin and Mr. Schertz with my support at this time, we will commence obtaining all necessary approvals immediately. If the answers are no, we will relocate as soon as possible or commence having the contents of the Belle of the Night removed and placed in warehouse storage for public auction. The Belle of the Night will then be auctioned and if no buyer at that time, then dismantled.

Mr. Dennis Kief, City Manager
City of Pekin
April 19, 2006
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We will be working with the United States Coast Guard to facilitate a safe move of the Belle of the Night if it becomes necessary to do so.

Sincerely,

RECREATIONAL RIVER CONCEPTS, INC.

William H. Kelso
President

WHK:kl
Copy to: Mr. Bert Schertz