



City of Pekin

REGULAR COUNCIL MEETING MONDAY, FEBRUARY 25, 2008
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Tebben

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: Motion to approve minutes of Regular Council Meeting of February 11, 2008 and Special Meeting of February 13, 2008 and the Council Training Session of February 18, 2008.

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 Monthly Reports and Minutes:** Airport Minutes Dated February 13, 2008
- 2. Approve Proclamation: "Read with Your Child Week" February 29 – March 7, 2008**
- 3. Receive and File 2007 Police Department Annual Report**
- 4. Receive and File Bids CDBG 2007 ADA Sidewalk Project Various Locations**
Opened February 8, 2008
- 5. Receive and File Planning Commission Minutes Dated February 13, 2008**
- 6. Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #08-1757 - recommends to approve the Preliminary Plat for Deerfield #5 and zoning of R-2 pending annexation
 - b. Hearing #08-1758 – recommends to approve the Preliminary Plat for Lick Creek Manor Subd Ext #2 provided the City would accept dedication from Birch Street to Ashland Lane

- c. Hearing #08-1759 – recommends to approve the re-zoning for Tazwood Mental Health Center property located at 3246 Vandever from B-3 to B-1
- d. Hearing #08-1760 – recommends to approve the Site Plan and Special Use request for a Daycare at 423 Charles Street
- e. Hearing #08-1761 – recommends to approve the zoning assignment of 1519 California Rd from County zoning A-1 to City zoning R-1

Action under New Business

ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

City Link Update

DESCRIPTION: Tom Licek and John Stokowski to present status and changes of the Municipal Bus Service contracted with City Link

IX. NEW BUSINESS

1. Resolution No. 32 - 07/08 - Preliminary Plat Lick Creek Manor Subdivision Extension 2 (JW)

DESCRIPTION: recommendation of the Pekin Planning Commission to approve the general layout and plan for the 31 lot subdivision. Original recommendation of PPC Hearing 07-1753 to approve was denied November 26, 2007 as Resolution No. 20. The development east of Redwood Drive resubmitted by Gary Allen & Associates with 2 access points.

ACTION: Motion to adopt resolution and acceptance of dedication from Birch Street to Ashland Lane

VOTE REQUIRED

2. Amendment to Annexation Agreement Briar Ridge Subdivision (DK)

DESCRIPTION: language addresses consistency in the timing of installing sanitary sewers with respect to the construction of Veterans Drive and the installation of a second access point.

ACTION: Motion to approve amendment.

VOTE REQUIRED

3. Resolution No. 33 - 07/08 - Preliminary Plat Briar Ridge Subdivision (JW)

DESCRIPTION: recommendation of the Pekin Planning Commission to approve the general layout and plan for the first development of the Veterans Drive Investments annexation. The 38 lots are presently zoned Lot 1/B-1; Lot 2/RM-3; Lots 5-13, 16-26/R-1; Lots 3,4,14,15,27-38/RV-1. Hearing 08-1756 was received and filed by Council at the meeting of January 28, 2008.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

4. Ordinance No. 1568-A170 - 07/08 – Providing for the Rezoning of Certain Property Harlan D. Bessler PIN # 05-05-32-102-013 1519 California Rd Lot 99 Country Club Estates (JW)

DESCRIPTION: Recommendation of the Planning Commission for zoning assignment of 1519 California Road from the County zoning A-1 to City zoning R-1. Property was annexed January 8, 2007.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

5. **Resolution No. 34 - 07/08 - Preliminary Plat Deerfield Estates Section 5** (JW)
DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the general layout and plan for a 28 lot subdivision at 5th Street and Petri Lane submitted by Marvin Spiczka and Rick Evans. The recommendation from PPC for zoning is R-2 pending Annexation.

ACTION: Motion to adopt resolution to approve plat subject to annexation and zoning R-2.

VOTE REQUIRED
6. **Ordinance No. 1568-A171 - 07/08 – Rezoning of Certain Property Tazwood Mental Health Center** (JW)
DESCRIPTION: Rezoning of property from B-3 to B-1 located at 3246 Vandever Avenue. Tazwood will use HUD funds to construct a 15 unit, permanent housing, complex for the seriously mentally ill residents of Tazewell County next to their present offices.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED
7. **Site Plan for Home Day Care** (JW)
DESCRIPTION: Approval of recommendation of the Planning Commission for site plan 423 Charles Street zoned R-4 submitted by Annie Block.

ACTION: Motion to approve Site Plan.

VOTE REQUIRED
8. **Special Use Home Day Care** (JW)
DESCRIPTION: Approval of recommendation of the Planning Commission for special use For a home day care at 423 Charles Street zoned R-4 requested by Annie Block.

ACTION: Motion to approve Special Use.

VOTE REQUIRED
9. **CDBG 2007 ADA Sidewalk Project** (JW)
DESCRIPTION: Approval of low bid for improvement in various locations opened February 8, 2008 Project entirely federally HUD funded.

ACTION: Motion to accept the bid in the amount of \$248,194.00 and award the contract to C & G Concrete.

VOTE REQUIRED
10. **Resolution No. 35 - 07/08 – Resolution for Maintenance of Streets and Highways** (DP)
DESCRIPTION: Appropriation of \$500,000 Motor Fuel Tax for seal coating operations based on 5-Yr Street Plan from May 1, 2008-April 30, 2009. MFT funding utilized in addition to Street Department budget and CDBG funds for an \$875,000 program.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

11. Total Petroleum Service Co. Agreement

(JW)

DESCRIPTION: Relocate kerosene pump at the Marathon Station in accordance with acquisition Agreement.

ACTION: Motion to approve agreement in the amount of \$29,150.00.

VOTE REQUIRED

12. Tourism Grant NSA Girls Qualifier Softball Tournament

(SB)

DESCRIPTION: Request from Pekin Dragon's Dome for Visitor's Bureau Grant for Event held January 11-13, 2008. Approximately 1,000 people in attendance. Recommendation of the committee was to approve 1/3 of \$6,089.00 expenses submitted.

ACTION: Motion to approve grant in the amount of \$2,029.67.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members

Staff

Public Questions

Press Time

XI. EXECUTIVE SESSION

XII. ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, FEBRUARY 11, 2008 AT 5:30 O'CLOCK P.M.
JAMES E. JONES * MAYOR PRO TEM * PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, JONES, KORTKAMP, AND DUNN

ABSENT: COUNCIL MEMBER STRAND AND MAYOR TEBBEN

As provided by Resolution No. 22-07/08, establishing the new procedure for permanency with respect to the selection process appointing a mayor pro tem, Council Member Jones presided at the meeting in Mayor Tebben's absence.

Mayor Pro Tem Jones called the meeting to order and announced that Mayor Tebben, Council Member Strand, and staff members were attending the Heart of Illinois Legislators Reception.

The **Pledge of Allegiance** was led by Council Member Abel.

Roll was called and all Council Members were present except Council Member Strand and Mayor Tebben.

Agenda

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

Motion by Council Member Abel, seconded by Council Member Dunn, that the **minutes of the Regular City Council Meeting of January 28, 2008, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Dunn, seconded by Council Member Blanchard, that the Consent Agenda be approved as presented with the following items:

Council Member Dunn read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Police Report January, Building Report January, and LADD Minutes January 29, 2008.
2. **Approve Charitable Solicitation:** Tammy Brown Benefit
3. **Receive and File ISO Building Code Enforcement Report**

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

FIRE STATION 3 RELOCATION STUDY

In a Power Point presentation Fire Chief Chuck Lauss informed the Council of the preliminary plans to replace the current station located at 272 Derby Street with new construction of a multi use facility at the intersection of Hanna Drive and South 5th Street. Pictures indicated that station 3 was 50 years old and in need of repair. The structure no longer met the need to provide growing fire services. Chief Lauss would be asking for the authority to move ahead with a Space Needs Assessment in order to provide costs in the Capital Budget for construction.

New Business

ORDINANCE NO. 2549-07/08
AMENDING TITLE 1, CHAPTER 12, SECTION 3 OF THE CODE OF THE CITY
OF PEKIN 1995 REGARDING ADMINISTRATIVE ADJUDICATION

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that Ordinance No. 2549-07/08 be adopted. Corporation Counsel Burt Dancey advised members that the amendment to the language in the code was to simplify the procedures in coordination with the State Administrative Review for ordinance violations other than those pertaining to vehicular parking or vehicle compliance regulations. The phrase "final determination" throughout the Chapter was deleted and substituted with "findings, decision and final order" to avoid confusion. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard spoke of the devastating event that happened in Missouri where a gunman opened fire in Kirkwood City Hall killing 7 persons. He asked that a proclamation be issued expressing condolences to the families of the Council Members and the community.

It was also announced that Lieutenant Governor Pat Quinn would unveil a traveling memorial exhibition of fallen Illinois soldiers at City Hall Lobby on February 18, 2008. The hand-drawn portraits of 170 Illinois men and women who had died in service of our country would be on display.

Public Works Director Joe Wuellner reported to Council on the condition of several streets in particular Broadway and Parkway that had extensive potholes from continuous freeze and thaw winter temperatures. Street Department employees were filling the holes in-between snow events.

City Clerk Sue McMillan announced the Special City Council Meeting scheduled with the Planning Commission on February 13, 2008 and the posting of the notice that Council would attend a training session in the Incident Command System on February 18, 2008.

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

Council did not meet in Executive Session.

No further business to come before the Council, Mayor Pro Tem Jones adjourned the meeting.

COUNCIL ADJOURNED AT 5:55 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS
IN CONJUNCTION WITH A REGULAR PEKIN PLANNING COMMISSION MEETING
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON WEDNESDAY, FEBRUARY 13, 2008 AT 6:30 O'CLOCK P.M.
MAYOR TEBBEN PRESIDING**

**PRESENT: COUNCIL MEMBERS JONES, STRAND, BLANCHARD, KORTKAMP, ABEL,
AND DUNN**

ABSENT: NONE

Council received and proper notice was posted on February 6, 2008 and an agenda posted on February 11, 2008, of a special meeting because more than one member of the City Council had indicated an interest in attending the regular Pekin Planning Commission meeting of February 13, 2008. The City was required to post the meeting, in addition, as a Special Council meeting under the provisions of the Open Meetings Act.

Pekin Planning Commission Chairman Ron Knautz extended the opportunity to Mayor Tebben to call the Council meeting to order at 6:30 p.m. City Clerk Sue McMillan **called the roll**. All Council Members were present except Council Member Sue Ann Kortkamp who entered the meeting at 6:32 p.m.

Mayor Tebben addressed the members of the Planning Commission informally regarding support of their work in reviewing and recommending requests in respect to the provisions of the Zoning and Subdivision Codes. Mayor Tebben expressed on behalf of full Council their appreciation. The Commission was told that there were many challenges before them and in the future where the planning process, the members judgment and wisdom were needed.

In regards to several plats that have been and would be presented, Mayor Tebben told the Commission that the Council Members had concerns in the lack of language in the code for the need of two entrances. The Code addressed length in street required for cul-de-sac and 50' radius at the end. Decisions had been made about subdivisions in the past and there would always be exceptions. There would be times when the Members of the Commission and Council would disagree.

Individual Council Members spoke to the Commission. Question was asked of how to find consistency in requirements. It was suggested that Council Members, Commission Members, and staff work collectively at reworking the subdivision code. It was noted that environmental requirements were ever changing. Crafting new language together would be in the best interest of the community. It was suggested to schedule a joint meeting to discuss further.

The Council took no action.

Motion by Council Member Jones, seconded by Council Member Strand, that Council move to Executive Session at 7:00 P.M. in West Conference Room to discuss the setting of price for the sale and/or lease of municipally owned property 5 ILCS 120/2 (c.) 6. On roll call vote, all present voted Aye.

No further business to come before the Council, in open session, **motion was made by Council Member Abel, seconded by Council Member Strand to adjourn**. Motion carried by Voice Vote.

THE MEETING WAS CLOSED AT 7:30 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS
CITY HALL COUNCIL CHAMBERS
PEKIN, IL 61554
ON MONDAY, FEBRUARY 18, 2008 AT 5:00 O'CLOCK P.M.**

**PRESENT: MAYOR R. DAVID TEBBEN, COUNCIL MEMBERS, JONES, KORTKAMP,
DUNN, AND ABEL**

ABSENT: COUNCIL MEMBERS BLANCHARD AND STRAND

Council received proper notice of a meeting on February 5, 2008 for the purpose of training. Because more than one member of the City Council had indicated an interest in attending, The City was required to post the meeting, in addition, as a Special Council meeting under the provisions of the Open Meetings Act.

Mayor Tebben called the meeting to order at 5:10 p.m.

Roll was called. Council Members, Tebben, Jones, Kortkamp, Abel, and Dunn were present for Roll Call. Council Members Blanchard and Strand was not in attendance. Also present were Corporation Counsel Sue Bosich and members of the press.

Fire Chief Chuck Lauss introduced instructor Kieth Gehran. In a power point and with an instructional manual, Mr. Gehran presented course G402 Incident Command System (ICS) an Overview for Executives/Senior Officials. The Training Course sponsored by Federal Emergency Management Agency (FEMA) was meant to orient Council Members in basic knowledge for emergency response. He summarized that officials play a roll in disaster response coordination but Council would learn that their roll was not to run the organizational command system.

Council Member Jones left the meeting at 7:00 p.m.

The Council took no action.

THE MEETING WAS CLOSED AT 7:20 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Airport Commission Meeting Minutes
February 13, 2008

Commissioners: Present –Peter Kalman & Charles Thomas

Attendees: Joe Wuellner, Geoff Shilton, Murray Brian, Don Barth, & Al Lurie

Open Meeting: Chairman Kalman called the meeting to order at 3pm.

Roll Call: Roll was called and it was determined that there was not a quorum and no official business could be conducted.

Agenda:

Old Business:

1. Update on Trip to Div of Aeronautics – Mr. Kalman and Mr. Thomas stated that from the meeting held with the Land Acquisition group at the Division of Aeronautics that the group could start acquiring land once the ALP was approved by the FAA. At if everything went well the crosswind runway could be done within five years. It was mentioned that there is discretionary funds available and that the commission might want to contact someone in the legislature to see what might be received.
2. Hangar Doors – Mr. Wuellner stated that he met with CMT and a representative from Erect-A-Tube on the hangar doors this morning. They can provide doors that operate on 120 volts so the electrical system would not need to be upgraded at this time. He also stated that there is a large cost savings if the large hangar door were reduced to 50 feet in width. Prices will be sent and discussed at the next meeting.
- 3.

New Business:

1. Budget Process update – Mr. Wuellner stated that the capital budget process is underway for the next 5 year period and was hoping to get some idea from the commission as to what they saw the airport's needs were going to be for land acquisition and construction. This will be discussed at next meeting.
2. Byerly Contract – Mr. Wuellner passed out current copies of the contract which will expire at the end of this year. Work needs to be started on the new one. Mr. Shilton is working on a proposal that will be discussed next meeting in an executive session.
- 3.

Other Business to Come Before the Commission:

1. J.R. Ginz presented a proposal to the commission for Flashlight Drags. This is where the airport allows drag racing on the runway for a few hours on scheduled dates. He said that this is a safe way to bring in some extra revenue to the airport and is something that is taking hold across the nation. The information he provided is attached to the minutes and will be discussed at the next meeting.

Adjourn: No other business was discussed and the meeting adjourned at 4:400pm.

Next regular meeting will be next year, March 12, 2008 at 3pm.

Bi-Fold Door Systems



End Wall Door System

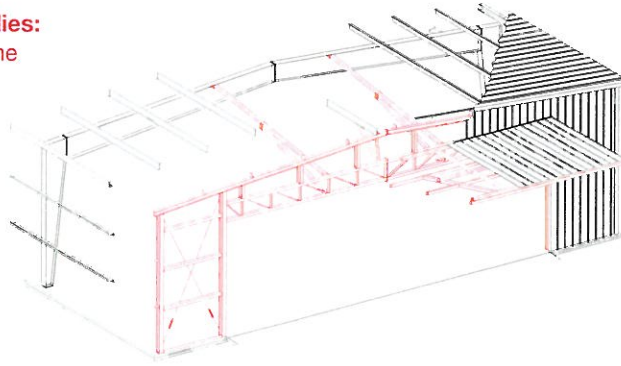
This door system is designed to replace Building Manufacturer's end wall frame. Accommodates door sizes up to 80' x 20' clear.

Erect-A-Tube, Inc. supplies:

- Complete end wall frame
- Columns
- Electric bi-fold door
- All necessary end wall girts
- Wind struts

Bldg. Mfr. supplies:

- End wall sheeting
- Door sheeting & fasteners
- Door trim



→ Self Framed Door System

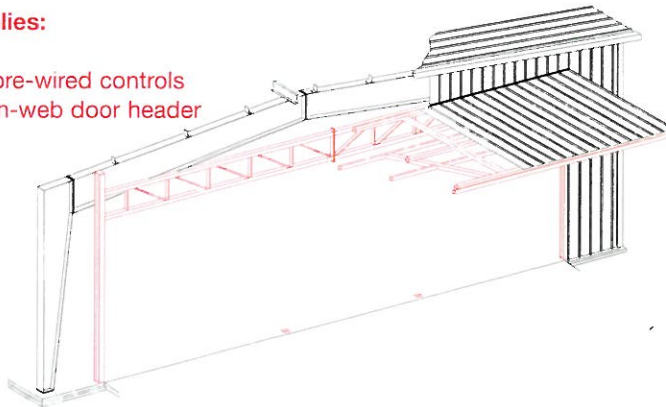
This door system is designed to be installed inside Building Manufacturer's framed opening. Accommodates door sizes up to 80' x 20' clear.

Erect-A-Tube, Inc. supplies:

- Door framing
- Electric operator with pre-wired controls
- Non-load bearing, open-web door header
- Two wide flange door jamb columns

Bldg. Mfr. supplies:

- Framed opening
- Wind bracing
- Door sheeting & fasteners
- Door trim



T → Self Contained Door System

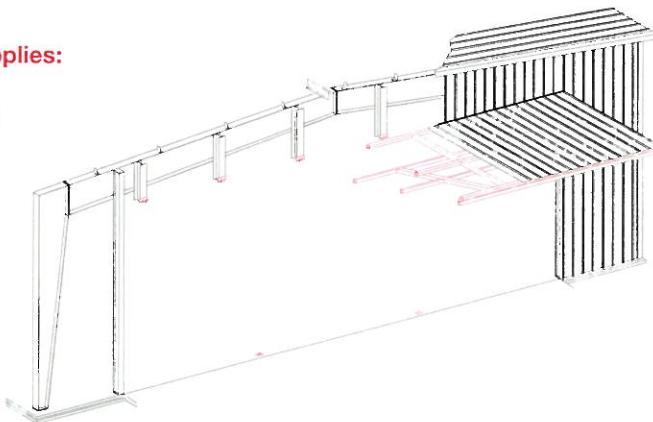
This door system is designed to be installed on Building Manufacturer's ridged frame buildings. Accommodates door sizes up to 60' x 18' clear.

Erect-A-Tube, Inc. supplies:

- Door framing
- Electric operator with pre-wired controls
- Hardware

Bldg. Mfr. supplies:

- Door header
- Door columns
- Door sheeting & fasteners
- Door trim



Board of Directors
Pekin Municipal Airport
City Hall
111 S. Capitol
Pekin, IL 61554

Altered Gas Performance Events, LLC
PO Box 119, 824 Lake Road
Bradford Woods PA 15015

My name is JR Ginz. I reside locally and I am an employee of Byerly Aviation. Additionally, I am a local promoter of Altered Gas Performance Events, LLC throughout Central Illinois and working toward the ownership of my own franchise.

Altered Gas Performance Events, LLC has been producing motorsports racing events at municipal airports in Western PA since 2002. The three principals; Tom Napierkowski, Dan Chisholm and Michael Schindel have independently produced motorsport events prior to joining together to produce the Flashlight Drags®. Combined we have over thirty years experience in the motorsports market. Our safety record is impeccable. We have never had an insurance claimed file against us.

Our events are family oriented and are designed to be above all else, safe and fun. The vehicles that we promote to, and will ultimately attract must be "Street Legal" cars and trucks. We do not encourage and will not permit "Racecars" to participate in these events. All vehicles racing at the Flashlight Drags must be driven into the event under their own power (no trailers). We do not permit the consumption of any alcoholic beverages during the event.

Altered Gas Performance Events, also publishes and will execute our zero tolerance policy toward dangerous behaviors, in particular "burn-outs" in any area other than the designated water box at the starting line. Anyone violating that safety policy will be escorted from the airport property and no refund will be given. Safety is the number one priority.

The terms and conditions can vary, depending upon how much, or little effort the airport places into the event. Some airports are heavily involved and receive a larger percentage of the revenue, while other airports choose not to be involved beyond the accounting portion at the end of the event. I can give you general averages for our event.

This type of contract has been in use since we started Flashlight Drags® in 2002 at the Zelienople airport in PA. To date, Zelienople has been the only airport that we have ever approached. The remaining three airports in PA have invited us to produce the Flashlight Drags® at their facilities based upon the successful safety record and reputation of Altered Gas Performance Events, LLC.

The Flashlight Drags TM

“ Street Racing without the Jail Time”

The Flashlight Drags are designed specifically for “Street Racers”, all types of street legal vehicles; Cars, Trucks. We still offer Old-Fashioned Drag Racing, the way it used to be... Heads up!

The format is simple! It costs \$30 to race \$6 to come out and watch. Kids under 12 are free. Bring some friends. You can race your buddies in 1/8 mile grudge matches, or you can take your chances and run against the field. Newcomers can relax. We'll help you find a race partner and get you into the flow of the event. You'll have a blast!

All vehicles must be street legal, and that means real mufflers! In the event that your vehicle makes too much noise, even though you have mufflers, we will ask you to find a way to quiet your pipes or sit on the sidelines. Sorry, no exceptions.

Simple Rules

These events are intended for street-cars and trucks only

Mufflers - Required

DOT Tires – Required (No slicks)

Current State Registration - Required

Proof of Insurance - Required

Valid Drivers License - Required

No Passengers

Safety Belts must be worn

Convertibles - tops up or bring a helmet

Vehicles must be driven in - No Trailers

Burn outs in designated areas only

Driver must wear wristband on left wrist

Altered Gas Performance Events waiver must be signed

Drivers must attend the drivers' meeting prior to the start of each event

J.R. Ginz

309-698-5750 home

309-696-1094 cell

Firebird1967@sbcglobal.net

THE FLASHLIGHT

No Christmas Tree. No Clocks.
No Scales. No Classes. No Rule
Book, Grandstands, or Gift Shop.
No Cheesy Trophies. **Just a
Ready-Made Dragstrip and
a Racin' Good Time.**

By Bill McGuire

Photography: Rich Chenet and Bill McGuire

We learned of this outrageousness from Rob Freyvogel, the guy with the disingenuous '63 LeMans ("Oh, This Old Thing!" Nov. '07). Rob had mentioned to us in passing that his main venue for racing the twin-turbo-fied Tempest was the Flashlight Drags, which operates in a fairly close radius around his western Pennsylvania home. We had sort of heard of the series in a vague, general way, but to tell the truth we didn't really know a thing about

it. "Well, then, you might want to get over here and have a look," Rob said into the horn. "It's a whole lot of fun." Very well, then. We were on our way to check it out.

The Flashlight Drags are the work of three racers: Dan Chisholm, Tom "Turk" Napierkowski, and Michael Schindel. The concept has evolved somewhat over the past seven years as they've polished their act, but essentially here is what they do: They rent local airports and organize drag races on them. That's right—drag

➤ Todd King's Model A coupe lines up against Scott Anthony's Camaro for flashlight girl Kathy McCracken.



FLASHLIGHT DRAGS

racing just as it was done nearly 60 years ago when the sport was born. You wouldn't think such a pure, grassroots form of racing would be possible in this day and age, what with liability and security issues up the wazoo, and permanent racing facilities across the country struggling to stay in business. But these dudes have pulled it off. And in fine fashion too: The '07 Flashlight Drags schedule featured 15 events at four different airports, plus a special event at National Trail Raceway in Columbus, Ohio.

Their first airport drags took place in 2000 at the little airport in Zelienople, Pennsylvania, 30 miles north of Pittsburgh. Michael Schindel says, "When we first pitched the idea of drag racing to the airport management they said, 'What?' Then we told them we would give them a percentage of the gate, and they said, 'Hmmm, tell us more.'" It turns out that many small airports are struggling for operating revenue, and one-day afternoon drag races could be a welcome source of cash. The other thing our guerrilla race

promoters had going for them: their personal reputations in the western Pennsylvania countryside, where everyone tends to know everyone. "As we started approaching other airports, when they found out we were the same guys who were running the event in Zelienople, they said, 'Sure, we heard you guys are OK.'"

"You know, it's not like this was some big original idea we had," says Dan Chisholm. "We grew up out here, and we always wanted to do this anyway—take our cars out to the airport and

race them down the runway. Actually getting permission to do it, that's the hilarious part. When we started telling people we were running drag races out at the airport they were like, 'Do the police know?'"

The rules for competing in a Flashlight Drags event are simple: There really aren't any to speak of. Your car must be driven into the facility, not trailered, and it must wear DOT-approved street tires, not slicks. And it must be registered, inspected, and insured for road use. Seatbelts are required, but



THE FLASHLIGHT DRAGS



At the Flashlight Drags you will see every combination under the sun. This Firebird runs a small-block Chevy with a GMC blower.

helmets and rollbars are not. And that's it. There are no classes. Everyone runs heads-up with no dial-in or breakout, because there is no timing system and no Christmas Tree, just a win/lose beam at the finish line. The starter is a young lady with a flashlight, hence the name Flashlight Drags. When she turns on her flashlight, it's time to go. Jumping the start is not tolerated, nor is whining about your opponent jumping the start. "The most important rule we have here is to have fun," says Dan. "If you are not here to have fun, this is probably not for you."

At the Flashlight event we attended in Zelenople, along with a broad range of street machines we saw some wicked-quick cars—8- and 9-second runners, by our eye. That's serious equipment. How can you run them safely without making rollbars, helmets, and full safety apparatus mandatory? As they say, it's all in good fun until someone gets hurt, and we'd definitely feel better about it with helmets and rollcages. But the guys say that so far their safety record is spotless, which they attribute to two things. First, they run strictly eighth-mile, which keeps the top speeds down to a manageable level. Second, the coarse, all-weather airport pavement offers very little grip, preventing even the trickiest chassis from ever truly hooking up, which further limits the speeds.

The no-traction, never-prepped surface and the street-tires-only rule not only keep the action slow and safe, according to the promoters, they also keep driveline breakage to a minimum, holding down costs for the racers, and level the playing field as well. "The surface here is the great equalizer," says Turk Napierkowski. "All the power in the

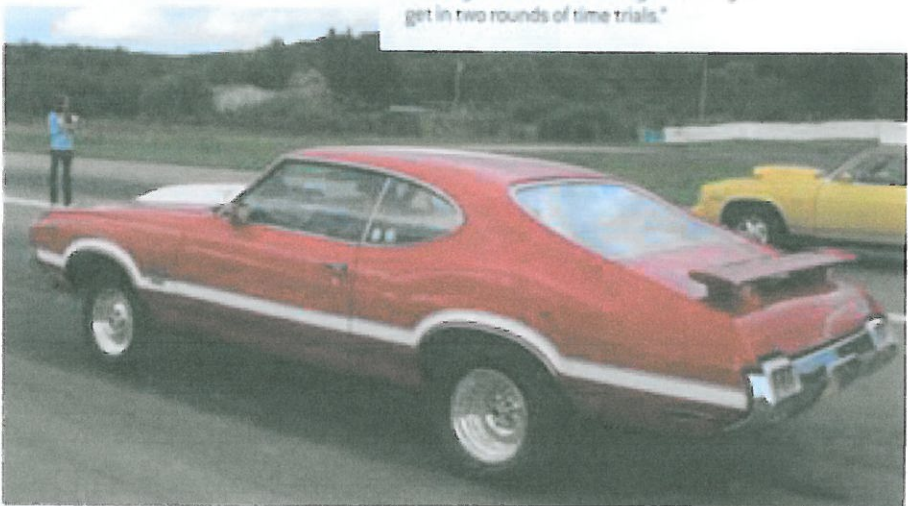


> Above: From left to right, the Flashlight Drags organizers: Michael Schindel, Dan Chisholm, and Tom "Turk" Napierkowski. Their outfit does business as Altered Gas Performance Events (www.alteredgas.com)

> Below: It couldn't be simpler. When the starter turns on her flashlight the race is on. A standard light beam at the finish line determines the winner, but there are no clocks.



> Dave Norris is usually a Big Dog contender with his '70 Dart powered by an 8-71-blown late-model Hemi, but he was sidelined by transmission failure this time out. He likes the Flashlight Drags over conventional dragstrips because, "Here you can make 20 runs if you want. Over there you're lucky to get in two rounds of time trials."



world won't help you if you can't put it on the ground. We didn't really plan it that way, but it's amazing how well that has worked out."

With no classes or brackets, racers are free to line up against each other as they choose. Half the staging lanes are reserved for match races, the other half for trial runs. At the end of the afternoon, solely by eyeball and audience participation, the fastest eight cars in each of three categories are selected for a runoff: Big Dog, Street Contender, and a Tuner class for the import guys. The categories are totally arbitrary; selection takes place on the spot, and "You win nothing," says Dan Chisholm. Well, not exactly nothing. The top eliminators in each category may win a T-shirt or a \$25 gasoline card. The real competition is personal, strictly racer to racer, and sometimes a few bucks are known to change hands. OK, more than a few bucks.

It's not too difficult to see what the Flashlight Drags are really about, especially once you take in the scene in person and have a good look at the cars. You have seen this before. This is hard-core street racing, folks. "We wanted to make it realistic, like real street racing," says Dan. "But we wanted to get the racers off the streets." So it takes place where no civilians are endangered and law enforcement is not involved. In fact, that is the Flashlight Drags' slogan and official marketing position: "Street racing without the jail time."

It costs 20 bucks to race and 5 bucks for spectators; on a typical Saturday afternoon around 250 racers and 1,800 to 2,000 spectators will come through the gates. Kids under 12 get in free, and a couple of concession trailers offer hot dogs and funnel cakes. It's a family crowd—but at a street race. The atmosphere is just like any high school football game in the Heartland, but hilariously



> Turk Napierkowski keeps the drivers' meeting short and sweet. The main message is to have a good time.



> Above: Kids still love cars—don't let anyone tell you otherwise. The atmosphere at Flashlight events is down-home and family-friendly. > Below: Again, you can't beat the Flashlight Drags for diversity. Here a Pro Street Nova faces down a flamed Model A coupe.



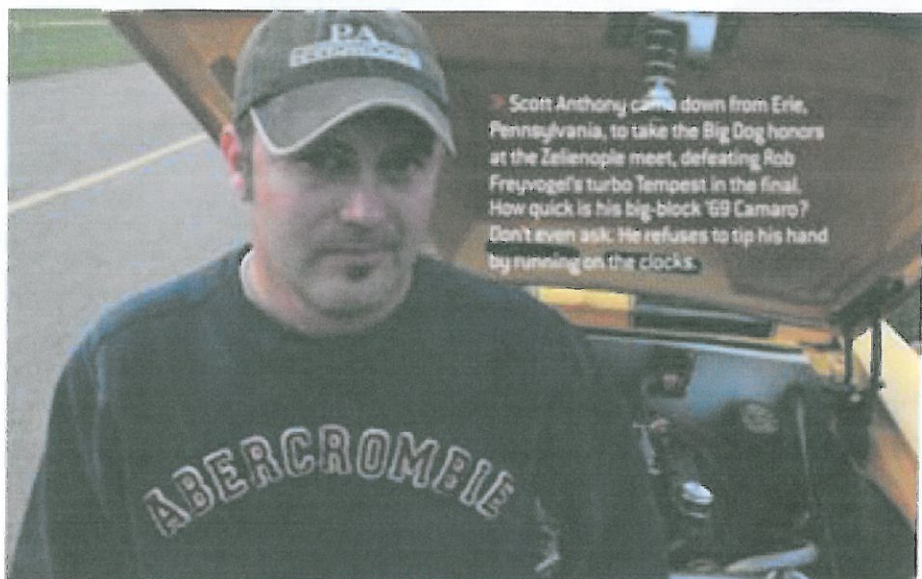
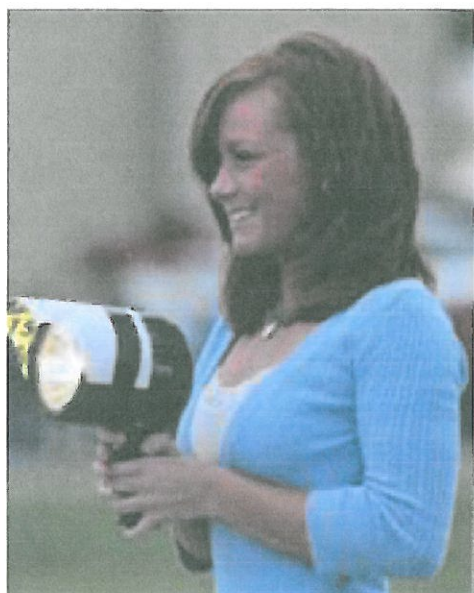
THE FLASHLIGHT DRAGS

nefarious. Model citizens behaving like total outlaws—what fun. What a wonderful country we live in.

Not to get too corny, but the moment of clarity at the Flashlight Drags came with the national anthem, when everyone removed their hats and faced an American flag off somewhere in the middle distance. As a young girl from the audience sang the anthem, a wave of sincere collective gratitude swept through the crowd. You could feel it and share it: Everyone there was feeling truly grateful to be living in America, where people are still allowed to do stuff like this.



> Above: Jason Thatcher won Street Contender at Zelenople with his 408ci, LS-powered '98 Camaro. He says it makes 1,012 hp at the rear wheels with 19-psi boost, but he ran 4 psi at the airport chasing the bite. "I think the Flashlight Drags are great," he says. "It's fun, keeps the kids out of trouble. They ought to have more." > Below: At every event there are several Flashlight girls, volunteers recruited from the pits and spectator areas, taking turns at the starting line (Melissa Hopper shown here). The promoters used to hire the ladies to come in to handle the flashlight duties, but "we kept losing them," says Dan Chisholm. "One time, and they were hooked. They'd quit and then come back the next week to race."



> Scott Anthony came down from Erie, Pennsylvania, to take the Big Dog honors at the Zelenople meet, defeating Rob Freyvogel's turbo Tempest in the final. How quick is his big-block '69 Camaro? Don't even ask: He refuses to tip his hand by running on the clocks.



> Above: Scott Anthony's Camaro runs a Merlin big-block with a Dominator and squeeze. How big is the motor? "Pretty big," says Scott, but that's all he's saying about that. "This is more fun than street racing. There's more competition and it's not as dangerous." > Below: There are no grandstands and zero amenities, but Flashlight events still manage to draw a nice crowd, from 1,600 to 2,000 friends, family members, and fellow motorheads. **HMM**



Clarion County Airport Authority

395 Airport Road, Shippensburg, Pennsylvania 16254

Airport Phone
(814) 226-9993
(814) 226-4490 Fax

Manager
Robert "Scott" Sheffer
airport@penn.com

April 11, 2007

To Whom It May Concern:

Clarion County Airport is entering its second year of hosting the Flashlight Drags in conjunction with Altered Gas Performance. To date, this has been an excellent partnership. I am writing to inform you of the exceptional and outstanding experiences we have had and are currently having with Altered Gas Performance.

Last year, as President of the Clarion County Airport Authority, I set out to bring drag racing to the Clarion County Airport. My idea was to promote the airport and raise money to subsidize our budget. At first I was under the impression that we, my associate and I, could handle this event on our own. The more research we did into the project, the clearer it became that we were going to get in over our heads.

Knowing that drag racing had been going on at another airport near Pittsburgh, I decided to contact the promoter there. This is when we met with the people from Altered Gas Performance Events. After talking to Michael, Turk and Dan, it was very evident that we wanted Altered Gas Performance to bring the Flashlight Drags to our airport.

The professionalism of this organization and the smoothness of their operations still amaze me. It is wonderful to do business with people you can trust.

In an effort to ensure the success of the Flashlight Drags at Clarion, I was actively involved in every aspect of the program at the beginning of the season. I found, however, that by the conclusion of the season, with the exception of a few minor details, my role was to relax and enjoy the day. I cannot say enough about how well everything was handled from start to finish. I personally inspect the grounds after each event and again the next morning. I have always found the Clarion County Airport just as it was before race day: orderly, clean, and ready to resume its usual operations.

We had a great first year of racing and are all geared up for the second racing season to begin on May 5th.

Sincerely yours,

Donald B. Cumpston

Donald B. Cumpston
President
Clarion County Airport Authority

Current M/P Lease 4-9-03 kept in file (A/P)

AGREEMENT

COPY

This AGREEMENT, Entered into this January 1, 2001, by and between the CITY OF PEKIN, a municipal corporation, and CITY OF PEKIN AIRPORT COMMISSION, hereinafter referred to as Owner, and BYERLY AVIATION, INC., an Illinois corporation, hereinafter referred to as Operator;

WITNESSETH:

WHEREAS, Owner is a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois and has heretofore acquired a public airport in Tazewell County, Illinois, located south of the City of Pekin, Illinois, known as the Pekin Municipal Airport and upon which the Owner has constructed certain facilities consisting of runways, taxiways, hangars, terminal aprons, and terminal buildings, together with other facilities shown by plans and specifications in its offices, together with water, drainage, heating, and electrical facilities; and

WHEREAS, Operator is now desirous of carrying out certain operations upon the aforesaid airport hereinafter more particularly described and Owner desires Operator to act in its behalf for the daily operation of said Airport;

NOW THEREFORE, for and in consideration of the promises of each of said parties to the other made and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of said parties, IT IS COVENANTED AND AGREED by the parties hereto, as follows:

1. Term. The term of this agreement shall be for eight (8) years commencing on the 1st day of January, 2001, and ending the 31st day of December, 2008.

It is further agreed between the parties that in the event the lease is not renewed or extended as herein provided, possession of the leased premises shall be surrendered by the operator to the owner immediately upon on the expiration of this agreement.

2. Premises. Owner does hereby give and grant the Operator the right of possession, use, and occupancy of the facilities, equipment, improvements and areas in and upon said Airport as hereinafter more fully set forth. Said right of possession, use, and occupancy insofar as said rights are hereby conceded, granted, made available, or otherwise covered by this agreement, shall apply to and include the following:

Two "T" hangar storage buildings identified as hangars one and six containing said Interior shop facilities and three garage spaces, terminal building with one attached main hangar, paint shop, and fuel storage and equipment, all as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

During the term of this agreement and subject to the provisions hereof, Operator shall be entitled to the management, possession, use and occupancy of said service, hangar buildings, and Operator shall be entitled to use and occupy, under the provisions of this agreement and subject to the rights of other persons using or occupying said and adjoining paved, turfed or improved areas adjoining said building which are sometimes referred to as the "Fixed—Base Operations" area, aprons, taxiways, roadways, and navigational facilities located on said Airport. The Owner reserves all farmlands that are presently under annual cultivation. Operator's rights and privileges with respect to said fixed—base operations area, while not exclusive, shall not be reduced or impaired. Owner reserves the right to remove, replace, alter, enlarge, or otherwise change any of said buildings or facilities in said fixed—base operations area provided, however, that the Operator shall consent to said changes or the rent will be renegotiated.

Owner reserves the right to construct or erect on the fixed—base operations area or elsewhere on The Pekin Municipal Airport, any additional buildings, pavement, or facilities

which will not obstruct or unreasonably interfere with the carrying on of Operator's authorized activities in said area and upon said Airport.

3. Use of Premises and Covenants of Operator.

A. Operator may use and occupy Terminal building and said hangar buildings, areas, and space on said Airport defined in paragraph 2 of this agreement for the following purposes and no other:

- (a) The installation and conducting of a repair and service shop, FAA—approved and rated, or the equivalent;
- (b) The storage and servicing of aircraft;
- (c) The testing, repair, renovation, alteration, completion, conversion, painting, maintenance and rebuilding of aircraft and the furnishing of all services incidental thereto;
- (d) The purchase, sale at either retail or wholesale, leasing and dealing in aircraft, aeronautical parts and accessories, aviation fuel, and oil and products used or useful in connection with the maintenance, servicing, sale or handling of aircraft, or for the testing, repair, renovation, alteration, completion, conversion, painting, or rebuilding of aircraft;
- (f) The handling, fabrication, making, testing, and installing of aircraft electronic equipment;

- (g) The carrying on of charter service and the flying of passengers and property upon non—scheduled and scheduled irregular flights;
- (h) The flying of aircraft for, and the furnishing of all facilities, materials, and supplies involved in, advertising, sign towing, aerial photography, aerial inspection and surveys and other related operations;
- (i) Other operations for profit or not—for—profit if engaged in by Operator with the express written approval of Owner;
- (j) Identify services by appropriate signs on structures or on supports erected by the Operator with the consent of the Owner. All of said operations of Operator within said area upon said Airport shall be subject to the conditions hereinafter contained in this agreement, and any other reasonable regulations promulgated by the Owner, and the right to conduct said operations shall not be construed as granting Operator the exclusive right or privilege to carry on the above listed activities or to use or occupy the landing field, runways, taxiways, roadways, navigational facilities or aprons, or the exclusive control or possession of any facility upon The Pekin Municipal Airport, upon which federal or state funds have been expended.

B. Operator represents that it is familiar with the rules, regulations and requirements of the State of Illinois Department of Transportation, Division of Aeronautics and covenants and agrees that it will faithfully comply to its rules, regulations and provisions as it may apply to its activities as airport Operators under the terms of this lease.

C. As to those portions of the premises over which the Operator acts on behalf of the

Owner, it shall be the duty and responsibility of the Operator to control and maintain order on said airport. Operator will supervise rentals of airport "T" Hangars, ~~and submit rental amounts in full to Owner on a monthly basis~~. When repairs are required of the public portions of the premises the Operator shall act on behalf of the Owner and will supervise any repairs needed to airport property. Operator will oversee all mowing and snow plowing of the airport, will issue all required NOTAMS to the appropriate authorities, will test the lighting systems as necessary, and will provide the labor necessary to change light bulbs on the runway and taxiway lights. Any required repairs to the above areas will be billed to the Owner. Any repairs over \$2,000 must be approved by the airport commission.

RK
JWH

Operator will represent the Owner at meetings with the FAA and the State of Illinois concerning airport operations.

- D. Operator shall keep the airport open at all times during the daylight hours of 8:00AM until 5:00PM under the control of a responsible adult individual.
- E. Operator shall see that the public areas shall be lighted by the lights now furnished, and the runway lighted for night operations from dusk to dawn.
- F. Operator shall keep the shop and the administration building and the fixtures in said areas under his jurisdiction in a clean and orderly condition and in good repair, normal wear and tear, acts of God, and accidental damage excepted, and when approved by the Airport Commission, the Operator shall make available the conference room for such public use as shall not present an unreasonable burden upon Operator, or Operator may be entitled to reasonable compensation for the use of the conference room and shop for special activities and uses by public groups which cause Operator any extra expense or loss of income. Operator and Owner shall endeavor to cooperate with public groups insofar as possible to promote the use and business of Pekin Municipal Airport subject to the terms herein set forth in this paragraph and

other terms of this lease.

4. Rental. Operator shall pay Owner for the rights and privileges granted it and covered by this agreement, and for the carrying on of the operations hereinabove provided during the term of this agreement as follows:

Year 1-3: The sum of Eighteen Thousand Dollars per annum.

Year 4-6: The sum of Twenty Thousand, One Hundred, and Sixty Dollars per annum. 1680

Year 7-8: The sum of Twenty-One Thousand, Three Hundred and Sixty-Nine dollars per annum. 1787.75

In return for the services provided by the Operator in maintaining and operating said airport Owner will pay Operator for its airport management services as follows:

Year 1-3: Twenty-One Thousand Dollars per annum.

Year 4-6: Twenty-Three Thousand, Five Hundred and Twenty Dollars per annum. 1960

Year 7-8: Twenty-Four Thousand, Nine Hundred and Thirty-One Dollars per annum. 2077.58

5. Manner of Payment. The fixed annual rent hereinabove mentioned shall be paid to the Owner in equal monthly installments on the 1st day of each month commencing January 1, 2001, pursuant to the payment schedule in paragraph 4 of this agreement at the office of the City Treasurer or such other place as the Owner may from time to time designate in writing to the Operator.

All management payments due Operator by Owner shall be paid in advance in equal monthly installments, pursuant to the payment schedule in paragraph 4 of this agreement.

6. Maintenance of Leased Premises. The Operator covenants and agrees that it has examined and knows the condition of the premises described in Exhibit "A" and has received the same in good order and repair; that it will keep the interior of said premises and the fixtures and

appurtenances therein in good repair at its own expense, expressly including all electric, plumbing and heating pipes, air conditioning systems, fixtures and equipment, entrance ways, hangar doors, other doors and exits; and will at its own expense replace all broken glass including plate glass in windows, doors, and transits.

Owner shall maintain the roof, the exterior walls and structural portions of the building. Provided, however, that the Owner shall not be liable for damage caused by leaks in the roof unless it has failed to repair said roof within a reasonable length of time after receiving notice from the Operator that the same is in need of repair; and Owner shall not be responsible for damages to any property of the Operator or others or to the interior of the premises, occasioned by the breaking or leaking of pipes, plumbing, or heating equipment. All electric utility bills for runway, taxi lighting, and all public areas shall be paid by the Owner, all other utilities to be paid by the Operator.

7. Fire Insurance. Whereas the operator shall occupy approximately two— thirds of the service hangar building, the other one—third being occupied by the owner. Owner shall obtain the necessary fire and extended coverage insurance together with liability insurance, that the Owner will be reimbursed by the Operator for two—thirds of the reasonable cost of that insurance as his proportionate share of the use of said building.

8. Alterations. Operator may, after obtaining written approval of Owner, at any time after the execution of this lease enter upon the demised premises and make changes and alterations in the interior of the building beneficial or necessary to its business, including partition walls, but shall make no changes or alterations which affect the structural strength of the building. All improvements or changes made by Operator shall be completed and maintained in good workman—like condition, and Operator shall not suffer or permit any lien or liens to attach to

the premises on account of the making thereof.

9. Waiver of Liens. Operator agrees that it will pay for its alterations in said building and will obtain waivers of mechanic's lien claims from the contractor and any subcontractors and statements from the contractor of the names of all parties furnishing materials and labor, and of the amount due to become due to each, before payments are made for materials and labor furnished to the demised premises. Operator further agrees to exhibit such lien waivers and statements to Owner or its attorney on demand.

10. Sublet Cause. Owner and Operator specifically agree that Operator shall not and will not at any time during the term of this agreement or any extension hereof in any manner, either directly or indirectly, assign, hypothecate, or transfer this agreement or any interest therein, without the written consent of Owner, provided, however, that the Owner will not withhold consent unreasonably.

11. Bankruptcy. It is expressly agreed between the Owner and Operator that if Operator shall be adjudged bankrupt or insolvent, this agreement shall immediately terminate upon the option of Owner and the same shall not be assignable by any process of law or be treated as an asset of the Operator after such adjudication.

This agreement, and the interest of Operator herein, shall not, without the written consent of the Owner first had and obtained, be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Operator.

12. Indemnity Insurance. Operator specifically agrees to hold Owner free and harmless from loss and from each and every claim and demand of whatsoever nature made on behalf of or by any person, persons, firm, partnership, corporation, or otherwise for any wrongful act or

omission on the part of Operator, its agents, servants and/or employees, and (except as hereinabove provided) from loss and damage by reason of such wrongful acts or omissions, this to include from any operations by Operator upon Pekin Municipal Airport, and including but not being limited to conduct of charter flight service, conduct of flight schools, custom crop seeding, insect control programs, aerial farm survey programs, and aerial commercial advertising programs of all types. Operator shall maintain public liability insurance to protect Owner and Operator against liability for loss, property damage or injury to persons due to any operations carried on by Operator in the conduct of its business on Pekin Municipal Airport. The liability limits of such insurance shall be not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for each person and not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence.

Operator shall further maintain hangar keeper's legal liability insurance protecting Owner and Operator against liability for damage to aircraft of third persons in the custody of Operator for storage, repair or safekeeping on Pekin Municipal Airport. The liability limits of such insurance shall be not less than \$1,000,000 for any one aircraft and not less than One Million Dollars (\$1,000,000) for any one loss.

Certificates of all insurance carried by Operator shall be furnished immediately to Owner, and a copy thereof shall be deposited with Owner.

Operator agrees to bear, pay, and discharge when and as the same become due and payable, all judgments and lawful claims for damage or otherwise against Owner arising from Operator's occupancy of the leased premises and other areas which Operator uses and will assume the burden and expense of defending all such suits, whether brought before or after the expiration of this agreement, and will protect, indemnify, and save harmless the Owner and

leased premises from all such claims for damages or otherwise, either to persons or property by reason of, or on account of, Operator's use or occupancy of said demised premises or for any failure on Operator's part to comply with the statutes and ordinance of any governmental body or agency, either Federal, State, or Municipal, wherein the demised premises are situated. Owner will be named as an additional assured on all policies obtained by Operator.

13. Surrender of Premises. At the termination of the term demised herein, Operator covenants to surrender and deliver up the premises hereby leased, with all fixtures and appurtenances in place, except that the Operator shall have the right to remove any and all fixtures and equipment which have been installed at the expense of the Operator, but shall repair any damage caused by such removal. Operator covenants to surrender the premises, including fixtures and equipment belonging to Owner, in as good condition as they are now, or may hereafter be put, except for damage by reasonable use, ordinary wear and tear the effects of time, acts of God, and accidental damage, and except as otherwise provided in paragraph 6. This paragraph shall not be construed to require Operator to do any act or thing which is the responsibility of Owner under any provision of this agreement. Operator agrees not to hold over beyond the end of the term hereby leased on the failure of the Owner to give notice to vacate.

14. Use of Facilities. Owner and Operator agree that Owner does hereby establish minimum standards applicable to any fixed—base operations upon said Airport and that Operator shall and will at all times adhere to said minimum standards as presently adopted at the time of execution of this agreement and any future amendments made thereto, and in addition Operator also agrees as follows:

- A. Any repair shop located upon or service to be given upon said Airport shall be rated as approved by the Federal Aviation Agency. Any repair shop or service

operator upon said Airport shall have sufficient equipment available for installation, which shall be immediately installed upon said Airport, sufficient to establish and maintain said rating. Owner shall have the right to provide by reasonable rules and regulations minimum repair shop and service operation standards higher than those of the FAA as presently or hereafter established.

C. Any person, firm, or corporation operating a charter flight service from the Pekin Municipal Airport shall furnish Owner evidence of insurance protecting Owner from any liability on account of any injury or damage caused in operation of said charter service and shall be required to maintain the same minimum standards with reference to the operation of said charter service as are required of Operator herein.

D. Any person, firm or corporation which is permitted to conduct at or from Pekin Municipal Airport any operation of a kind or type which Operator is permitted to conduct, shall be required to meet reasonable minimum standards of financial responsibility, experience and performance, all of which standards shall be fixed by Owner and shall be reasonably sufficient to require a safe, dependable and economically sound operation.

E. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Owner and the Operator.

15. Cause for Termination. Owner and Operator further agree that in case of failure on the part of Operator to comply fully with the terms of this agreement, including full and

complete settlement of all accounts at regular accounting periods, or Operator's failure to diligently and faithfully perform the terms of this agreement to the end that its operations hereunder shall be operated efficiently and properly, such failure shall constitute grounds for the cancellation and termination of this agreement by Owner at its option and without legal proceedings and shall give Owner the right to re—enter and take possession of the demised premises; provided, however, that before canceling and terminating this agreement, Owner shall give written notice to the Operator specifying particulars in which Operator has failed to comply with the terms of this agreement and shall extend to Operator a reasonable time, but not less than thirty (30) days, in which to correct the default specified as grounds for cancellation and termination of this agreement upon timely correction agreement remains in full force and effect. In case of failure on the part of Owner to comply fully with the terms of this agreement, the Operator shall have the same rights as to cancellation and termination of this agreement as are given to Owner by this paragraph, subject to the same requirements as to written notice and a period of time for compliance as are stated in this paragraph.

16. Approved Standards. Owner and Operator further agree that all terms and provisions of this agreement are subject to and subordinate to the following agreements:

- A. The Operator agrees to furnish services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types or price reductions to volume purchasers.
- B. The Operator, its personal representatives, successors in interest, and assigns—

—as a part of the consideration hereof—does hereby covenant and agree as a covenant running with the land that, (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 149, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the City of Pekin shall have the right to terminate the Operator and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

C. It is clearly understood that the Operator knows that no right or privilege has been granted which would operate or prevent any person, firm, or corporation operating aircraft on the airport from performing any services (including, but not limited to, maintenance, fueling and repair) of its own aircraft that it may choose to perform, subject to reasonable safety regulations of the Airport Commission and subject to payment of the airport's fuel and/or lubricant tax per unit that is assessed on F~O sales at the airport at the time.

- D. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Owner reserves the right to grant to others the privilege and right of conducting any one of all activities of an aeronautical nature.
- E. Owner reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Operator, and without interference or hindrance.
- F. Owner reserves the right, but shall not be obligated to Operator, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Operator in this regard. Owner is obligated to remove snow and ice from the taxiways, runways, and driveways and to provide for mowing grass.
- G. During the time of war or national emergency, Owner shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.
- H. Owner reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Owner, would limit the usefulness of the Airport or constitute a hazard to aircraft.

- I. This lease shall be subordinate to the provisions of any existing or future agreement between Owner and the United States, relative to the operation or maintenance of the Airport, the execution of which shall be or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- J. During any period of time during which any of operators authorized revenue producing activities is permanently discontinued or substantially impaired by reason of the removal or destruction of the damage to said hangar buildings or any other building or facility on Pekin Municipal Airport, or by reason of the construction, replacement, repair, alteration or enlargement of any building or facility by owner, or by reason of any taking by public authority, the fixed rent due under this agreement shall be reduced in proportion to that percentage of Operator's loss of use of said facilities resulting from such discontinuance or impairment.
- K. In the event the Federal Statutes, FAA Regulations, or Code of Federal Regulations referred to herein shall be altered or amended then the terms and conditions of this agreement will be automatically amended to conform to such changes and to bring this agreement not only in compliance with but with no greater restrictions than are required by said Federal Statutes, FAA Regulations, or Code of Federal Regulations.

rights as to cancellation and termination of this agreement as are given to the Owner by this paragraph, subject to the same requirements as to written notice and a period of time for compliance as are stated in this paragraph.

17. Fire or Other Damage; Abatement of Rent. In the event of a fire, collision or other casualty to the buildings mentioned herein resulting in the complete destruction thereof, or rendering the same tenantable by the Operator, the Owner's responsibility in respect to the

repair, reconstruction or restoration of such building shall be limited to the repair, reconstruction, or restoration of such building at the Owner's option. In the event Owner does not repair or reconstruct said building so that it is tenantable by Operator, this agreement shall thereupon terminate and both parties hereto shall be relieved of all duties and obligations hereunder.

18. General Provisions.

- A. Nothing herein contained or the failure on the part of either party or its agents to strictly enforce any of the terms or provisions hereof, or the acceptance of rent, shall operate or be deemed as a waiver by either party of any such term or provisions of any part of this agreement or of any rights which may accrue to either party by reason of the failure or neglect of the other party strictly to comply with each and every one of the terms and provisions hereof to be kept, observed, and performed by such other party. Time shall be of the essence of this agreement.
- B. It is specifically agreed between Owner and Operator that if any provision of this agreement, or the application of any provision of this agreement, or the application of any provision hereof to any to any situation, person or circumstances is held to be invalid, such provision, as to such situation, person or circumstances, shall be deemed to be excised from this agreement, and the invalidity thereof as to such situation, person, or circumstances other than those as to which it is invalid. This agreement shall be applied and shall be effective in every situation and circumstance and to every person insofar as its validity

extends, including the Operator, it being the intent of this agreement to fully restrict rights and obligations of the Operator so as to conform with the appropriate statutes and so forth.

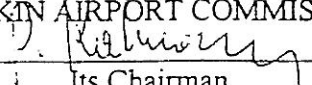
C. Unless otherwise expressly provided in the agreement, any written notice given pursuant to this agreement shall be given by personal delivery to an officer or manager of the party entitled thereto, or by registered or certified mail addressed to the party entitled thereto or certified mail addressed to the Party entitled thereto at Pekin Municipal Airport, Pekin, Illinois, or such other address as such party shall have designated by written notice to the other Party as provided herein.

D. This agreement shall be binding upon the said parties, their successors and assigns.

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

OWNER:

CITY OF PEKIN AIRPORT COMMISSION

BY 
Its Chairman

ATTEST:


Its Secretary

CORPORATION

APPROVED:

CITY OF PEKIN, A MUNICIPAL

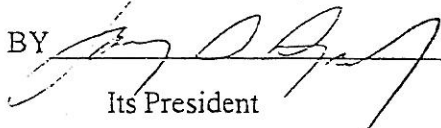
Mayor

ATTEST:

Its Clerk

OPERATOR:

BYERLY AVITATION, INC.

BY 
Its President

ATTEST:


Its Secretary

WHEREAS, the United Way Success by 6 Leadership Committee knows children learn from birth and that critical development occurs during the first six years of life; and

WHEREAS, the United Way Success by 6 Reading Program will provide parents with books to read with their children and simple ways to help their child learn important school readiness skills through every day activities; and

WHEREAS, the United Way Success by 6 Reading Program will make early learning information and reading tips available to parents through posters and newsletter articles prepared by Success By 6 and the 78 partner sites; and

WHEREAS, parents will be invited to participate in parent child activities at partner sites throughout the year co-sponsored by Success By 6; and

WHEREAS, the mission of United Way Success By 6 is to ensure all children safe, healthy, nurtured and ready for success in school and life.

NOW, THEREFORE, BE IT RESOLVED that I, David Tebben, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim February 29th through March 7th as

“READ WITH YOUR CHILD WEEK”

in the City of Pekin, Tazewell County, Illinois, and ask the citizens of our community to recognize the importance of early childhood learning and take the time to read to a child or children.

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

PEKIN POLICE DEPARTMENT



SERVING OUR COMMUNITY WITH PROFESSIONALISM



2007 YEAR END REPORT



MISSION STATEMENT

The mission of the Pekin Police Department, a committed, service-oriented agency, is to protect life, human rights and property through an effective, proactive Partnership with the community.

BELIEF STATEMENTS

We believe the department should strive to be progressive, receptive and innovative in the performance of our duties.

We believe an open exchange of information and ideas benefits both the department and the community.

We believe that the life, human rights and property of all citizens must be protected.

We believe that a proactive partnership with the community is essential in providing a safe environment for all citizens.

We believe that all people must be treated fairly, impartially, and with respect and dignity.

We believe that the department must effectively and efficiently use its manpower and resources.

We believe that each officer must be committed to the community and the City of Pekin must be committed to its officers.

We believe the City of Pekin and each member of the department must support the mission to be accomplished.

We believe that officers must strive to earn the public's trust by the manner in which they conduct themselves.

We believe officers must be fully trained and equipped on an on going basis to best serve the community.

**PEKIN POLICE DEPARTMENT ANNUAL REPORT
2007**

Table of Contents

Chief's Letter	
Offenses and Service Data	
Offenses Reported to Police	2003 - 2007
Criminal Arrests	2003 - 2007
Traffic Arrests	2003 - 2007
Warning Tickets	2003 - 2007
Special Services (Criminal Investigations)	2003 - 2007
Juvenile Unit	2003 - 2007
Parking Enforcement	2003 - 2007
Income (Fines & Other)	2003 - 2007
Accidents Reported to Police	2003 - 2007
K-9 Unit	2007
Crime Prevention	2007
D.A.R.E.	2007
Police Training	2007
Explorer Post	2007
Citizens on Patrol (C.O.P.)	2007
Organizational Chart	2007



Pekin Police Department

Chief's Summary

The highlight of 2007 was a community survey sent out to Pekin residents soliciting input in an effort to better focus policing efforts to meet citizens' needs. In the area of safety, 8 out of 10 residents feel safe living in Pekin, and 8 out of 10 residents said they have confidence in the police department. Additionally, citizens were asked to prioritize police activities in terms of effort and resources police should devote to each activity. The most important activities were: drug enforcement, DUI enforcement, criminal investigations, underage drinking, gang deterrence, DARE, and crash prevention. The study will be used for future strategic planning of the police department.

The Pekin Police Department once again applied and received Illinois Department of Transportation grants concentrating on crash reductions and speed, seat belt and DUI enforcement. Seat belt use by motorists has increased resulting in a 25-30% decrease in injuries sustained in vehicle crashes.

Pekin Police, along with other law enforcement agencies, participated in a "shoulder to shoulder" campaign at area high schools to show unity and support for safe teen driving.

The Pekin Police Auxiliary force was disbanded due to low interest and participation and financial concerns. The auxiliary police served the community with dedicated service for over 30 years.

Three Pekin Police Sergeants have attended the Northwestern University Staff and Command School. The goal is to send the entire police command staff to this prestigious police training.

Two Pekin Police officers retired from the police department after serving the community for 27 and 30 years.

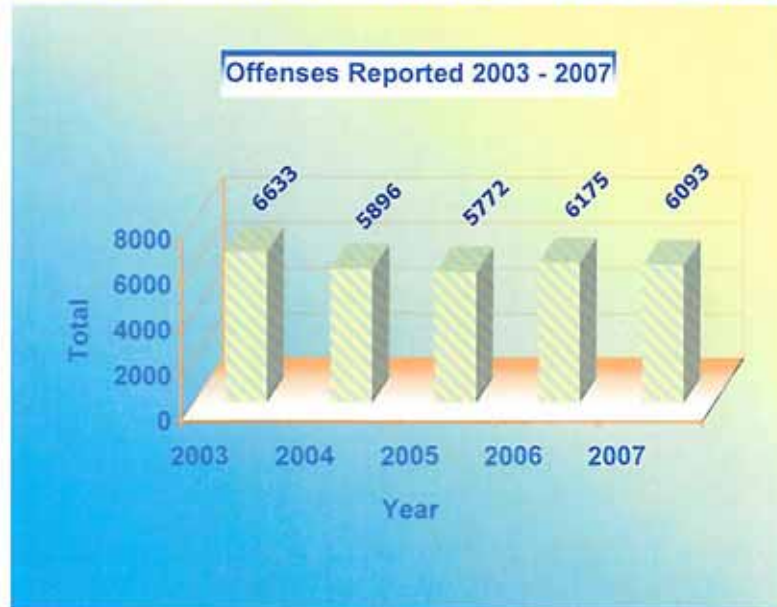
I hereby submit the 2007 annual report for the Pekin Police Department.

Timothy M. Gillespie
Chief of Police

Offenses / Service Data
2007

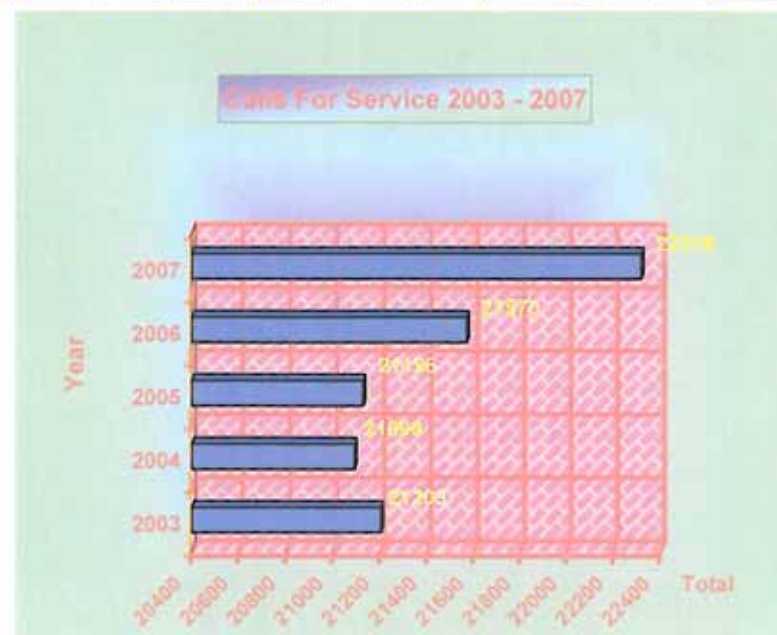
Offenses Reported 2003 - 2007				
2003	2004	2005	2006	2007

6,633	5,896	5,772	6,175	6,093
-------	-------	-------	-------	-------



Calls for Service 2003-2007				
2003	2004	2005	2006	2007

21,203	21,090	21,126	21,570	22,318
--------	--------	--------	--------	--------



Offenses/Calls for Service
2007

Offenses for 2003 - 2007						
	2003	2004	2005	2006	2007	TOTAL
Abandoned Vehicle Private Property	18	10	12	1	1	42
Abandoned Vehicle Public Property	40	31	15	2	1	89
Abuse/neglect of long term care patient	0	0	0	0	1	1
Accident Personal/Property	4	5	3	2	3	17
Aggravated Arson	2	5	1	0	2	10
Aggravated Assault	42	33	45	38	29	187
Aggravated Assault Firefighter	0	0	0	0	1	1
Aggravated Assault on Police	7	6	5	3	7	28
Aggravated Assault School Personnel	2	0	1	1	0	4
Aggravated Battery	70	54	52	45	44	265
Aggravated Battery of a Child	1	2	1	1	1	6
Aggravated Battery On Fire Fighter	1	1	0	0	1	3
Aggravated Battery On Police	17	11	17	17	11	73
Aggravated Battery School Personnel	1	6	5	2	6	20
Aggravated Battery Senior Citizen	3	1	2	0	1	7
Aggravated Criminal Sexual Abuse	29	16	13	17	14	89
Aggravated Criminal Sexual Assault	8	10	7	14	11	50
Aggravated Discharge of Firearm	0	1	0	0	0	1
Aggravated Domestic Battery	0	0	1	0	0	1
Aggravated Kidnapping	1	0	0	0	0	1
Aggravated Robbery	1	0	0	0	0	1
Aggravated Stalking	0	0	0	0	1	1
Aggravated Vehicular Hijacking	1	0	0	0	0	1
Air Rifles	3	0	1	0	1	5
All Other Sex Offenses	3	2	3	2	1	11
Animal Abandonment / Cruel Treatment	0	1	1	1	2	5
Animal Bite	2	3	0	1	4	10
Armed Robbery	4	8	3	6	4	25
Armed Violence	5	1	0	1	0	7
Arson	7	4	16	5	7	39
Assault	22	34	35	30	29	150
Attempted Suicide	50	51	54	63	75	293
AWOL	0	1	0	0	0	1
BAC Alcohol	17	36	41	58	47	199
Barking Dog	1	2	2	4	3	12
Battery	226	267	268	226	281	1268
Bicycle Accident	0	1	0	0	1	2
Bigamy	0	1	0	0	0	1
Bomb Threat	0	0	2	1	1	4
Borrowed Not Returned	4	3	3	11	10	31
Bribery	1	0	0	0	0	1
Building Health/Safety Hazard	0	0	0	1	0	1
Burglary	42	52	50	37	39	220
Burglary From Motor Vehicle	136	136	195	179	176	822
Burglary MV Parts/Accessories	1	3	1	28	1	34
Business Burglary	39	36	34	56	37	202
Cannabis Plant	3	1	1	3	0	8
Casual Delivery	1	2	0	2	1	6
Check on the Well Being	0	0	0	0	2	2
Child Abandonment	5	0	0	0	0	5
Child Abduction	3	2	5	3	2	15
Child Abuse	19	15	15	20	15	84
Child Pornography	2	3	1	2	2	10

Computer Fraud	1	3	4	4	4	16
Computer Tampering	1	1	0	2	0	4
Concealing or Aiding a Fugitive	0	1	1	2	0	4
Consumer Fraud	1	0	0	0	0	1
Consumption of Alcohol in Public	2	0	0	0	0	2
Contempt of Court	15	12	2	5	9	43
Contributing to the Criminal Delinq of Minor	0	0	0	0	3	3
Contributing to Delinquency of a Minor	9	15	7	14	15	60
Counterfeit Bills	1	28	5	0	0	34
Credit / ATM Card Fraud	26	28	25	45	51	175
Criminal Damage to Fire Equipment	0	1	1	0	0	2
Criminal Damage to Property	604	507	515	619	458	2703
Criminal Damage to State Supported Property	13	9	6	14	11	53
Criminal Defacement	3	3	0	2	3	11
Criminal Drug Conspiracy	1	0	1	0	0	2
Criminal Sexual Abuse	19	16	15	12	17	79
Criminal Sexual Assault	22	19	14	14	17	86
Criminal Trespass to Airport	0	0	0	0	0	0
Criminal Trespass to Land	45	46	44	29	43	207
Criminal Trespass to Railroad	0	0	0	2	0	2
Criminal Trespass to Residence	52	41	37	50	49	229
Criminal Trespass to State Land	9	7	3	7	0	26
Criminal Trespass to Vehicle	23	16	13	23	22	97
Curfew	35	15	22	48	44	164
Dangerous / Noxious Dog	0	1	4	2	0	7
Deceptive Collection Practice	0	1	2	0	0	3
Deceptive Practice	55	44	58	67	45	269
Defacing ID Marks on Firearms	0	0	2	0	0	2
Delivery of Cannabis (30 Grams and Under)	3	5	2	2	6	18
Delivery of Cannabis (Over 30 Grams)	1	3	4	3	0	11
Delivery To Persons Under 18	3	1	0	0	2	6
Delivery/Possession w/ Intent to Delivery	5	6	9	0	0	20
Disobedience to Police	8	3	6	6	2	25
Disorderly Conduct	277	198	215	234	261	1185
Dog/Cat at Large	4	9	11	8	4	36
Dog No Rabies or Vaccination	0	1	0	0	0	1
Domestic Battery	359	290	385	346	457	1837
Drag Racing	1	10	0	2	1	14
DUI - Alcohol	128	94	100	134	97	553
DUI - Drugs	8	18	1	10	8	45
Driving While License Revoke / Suspended	107	123	121	63	104	518
Drug/Inflict Bodily Harm	0	0	0	1	0	1
Duty to Report	1	0	3	0	0	4
Eavesdropping	2	0	0	0	0	2
Embezzlement	0	0	0	2	0	2
Endanger Life/Health of a Child	12	11	5	20	9	57
Escape	1	0	1	2	0	4
Extortion	0	0	0	0	0	0
Fail to Give Aid	0	0	1	0	0	1
Fail to Report Accident	0	0	1	0	0	1
Fail to Report Domestic Violence	0	0	0	0	1	1
Failure to Keep Records	0	0	0	0	0	0
False Affidavit	0	0	0	1	0	1
False Auto Insurance	0	0	1	1	4	6
False Fire Alarm	0	1	0	0	1	2
False Personation	0	0	0	0	1	1
False Police Report	3	8	9	2	10	32
False Prescription	0	2	1	1	0	4
Falsify Name	0	0	0	1	0	4
Financial Exploitation Elderly/Disabled	8	10	2	9	3	32

Financial Identity theft	7	0	0	0	0	7
Fire	1	8	4	7	4	24
Firearms Accident	1	0	0	1	0	2
Fireworks	0	3	1	1	1	6
First Degree Murder	1	0	0	1	1	3
First Degree Murder (Attempt)	0	4	0	3	0	7
Flee/Attempt Elude Police Officer	10	9	8	20	13	60
Forgery	76	64	39	50	44	273
Found Person	0	0	0	1	1	2
Found Property	31	15	23	24	12	105
Fraudulent Schemes/Artifices	1	0	0	0	0	1
Fraudulent use of ID	0	1	0	4	2	7
Gambling Device	0	0	1	1	0	2
Harassment by Electronic Means	0	2	0	0	0	2
Harassment by Telephone	73	56	46	51	68	294
Harboring a Runaway	2	1	0	0	0	3
Harmful Material	2	0	1	0	0	3
Hate Crime	9	0	10	3	6	28
Hit & Run (PD)	40	28	20	31	20	139
Home Accident	0	1	1	0	2	4
Home Repair Fraud	1	0	0	0	0	1
Home Invasion	22	9	10	6	9	56
Homicide (Drug Induced)	0	0	1	1	0	2
Hunting without License	0	1	0	0	0	1
Identity Theft	0	10	5	1	18	34
Illegal Consumption By a Minor	84	63	45	84	118	394
Illegal Dumping	1	0	0	0	0	1
Illegal Entry, Alien	0	3	0	0	0	3
Illegal Liquor Access	0	1	0	0	0	1
Illegal Possession By a Minor	16	6	3	11	9	45
Illegal Transportation of Alcoholic Liquor	39	21	32	23	31	146
Impersonation of Police Officer	1	3	2	1	1	8
Improper Use of Drivers License	0	1	1	0	0	2
Improper Use of Registration	9	9	7	6	6	37
Indecent Solicitation of Child	1	0	3	0	0	4
In-State Warrant	492	547	486	468	604	2597
Insurance Fraud	1	0	0	0	0	1
Interfere w/ Emergency Communications	10	7	19	6	13	55
Interfere w/ Judicial Procedure	3	0	1	1	1	6
Interfere w/ Reporting Domestic Battery	3	6	6	13	8	36
Intimidation	9	22	6	5	2	44
Intoxicating Compounds (Huffing)	0	1	0	0	1	2
Juvenile Pimping	0	1	0	0	0	1
Keeping a Gambling Place	0	0	1	0	0	1
Kidnapping	0	1	0	0	0	1
Kidnapping (attempt)	0	0	3	0	0	3
Liquor Act Violation	2	3	1	6	0	12
Littering	2	3	3	4	2	14
Look-A-Like Controlled Substance	1	1	0	1	0	3
Lost Property	54	36	32	28	31	181
Loud Noises	6	11	9	4	1	31
Malicious Mischief	0	0	0	0	1	1
Mail Fraud	0	0	0	1	0	1
Manufacture & Delivery of Controlled Substan	31	23	20	11	5	90
Mental Case	18	9	5	9	8	49
Meth Production (Conspire/participate	0	0	0	7	1	8
Minor Requiring Authoritative Intervention	8	4	8	1	0	21
Misrepresentation Age By a Minor	0	1	0	1	0	2
Missing Person	9	24	13	23	20	89
Mob Action	9	10	7	11	8	45

Money Laundering	0	1	2	0	0	3
Motor Vehicle (PD)	6	0	1	5	0	12
Motor Vehicle Anti-Theft Law	0	1	0	0	0	1
Motor Vehicle Theft	41	36	57	56	79	269
Motorist Assist	0	1	0	0	0	1
Natural Causes (Death)	29	20	25	27	32	133
Neglect of A Child	17	15	45	41	26	144
Neglect of Elderly	0	0	0	1	3	4
No Drivers License	34	38	27	29	35	163
No F.O.I.D.	2	4	3	2	6	17
No Registration	22	10	4	6	6	48
Non-Collision/Off Roadway (PI)	1	0	0	0	0	1
Obscene Telephone Calls	1	3	4	0	3	11
Obscenity	1	0	1	0	0	2
Obstructing Justice	31	33	19	33	22	138
OP MV w/ Suspended Registration	23	14	9	15	10	71
OP Uninsured MV	151	134	91	98	91	565
Other Accidents	2	0	0	0	0	2
Other Investigations	104	79	91	76	94	444
Other Trouble	67	35	51	46	42	241
Out-of-State Warrant	7	9	3	3	4	26
Parking Violations	56	32	11	10	0	109
Parole Violation	3	0	2	2	1	8
PD Non-Collision Acc./Ran off Roadway	0	0	1	0	0	1
Patronization Juvenile Prostitution	0	1	0	0	0	1
Pedestrian Under the Influence	0	0	0	3	0	3
Peeping Tom	1	2	2	0	1	6
Permit Underage Gathering	2	3	1	2	1	9
Permit Unlawful Use of Building	2	0	0	0	0	2
Personal Injury (PP)	2	2	1	2	0	7
Possession Key for Coin Operated Machine	0	0	1	0	0	1
Possession of Alcohol in Public	1	0	0	15	0	16
Possession of Burglary Tools	3	1	2	0	1	7
Possession of Cannabis (30 Grams and Under)	118	99	87	115	108	527
Possession of Cannabis (Over 30 Grams)	5	4	3	6	3	21
Possession of Controlled Sub w/intent to deliver	0	0	0	0	8	8
Possession of Controlled Substance	53	48	37	49	41	228
Possession of Drug Equipment	91	103	108	110	132	544
Possession of Explosives/Incendiary Device	1	0	0	0	0	1
Possession of Fireworks	3	0	0	1	0	4
Possession of Hypodermic Needle	24	4	5	2	2	37
Possession of Precursors to Manufacture Meth	8	0	0	5	2	15
Possession of Stolen Property	26	20	11	25	16	98
Possession of Tobacco	16	7	7	14	11	55
Predatory Criminal Sexual Assault	8	10	4	4	5	31
Probation Violation	3	3	3	7	4	20
Property Damage (PP)	2	3	2	0	0	7
Prostitution	0	0	2	0	0	2
Public Accidents	5	4	2	2	2	15
Public Indecency	5	4	0	5	5	19
Public Service / Safety Hazard	0	1	0	0	0	1
Reckless Conduct	15	8	2	8	9	42
Reckless Discharge of Firearm	3	0	0	0	0	3
Reckless Driving	28	27	15	26	13	109
Refusing to Aid an Officer	0	2	2	0	0	4
Registration Suspended/Revoked	27	10	10	5	14	66
Residential Burglary	120	81	82	103	74	460
Resist, Obstruct, Disarm Officer	89	59	78	89	80	395
Retail Theft (\$150 and Under)	69	60	45	56	69	299
Retail Theft (Over \$150)	8	18	23	22	13	84

Robbery	2	5	4	8	3	22
Runaway	163	99	119	92	122	595
Sale of Liquor to a Minor	3	0	8	6	6	23
Sale Tobacco Products to Minors	4	5	0	7	4	20
Sale/Delivery Drug Paraphernalia	3	4	3	17	1	28
Seatbelts	16	24	18	22	17	97
Services to Other Agencies	48	45	39	31	27	190
Sex Offender Registration	97	104	136	140	194	671
Sexual Exploitation of a Child	3	0	3	2	0	8
Skateboarding	0	1	0	0	0	1
Sick Cared For	15	14	7	5	11	52
Solicitation of a Sexual Act	0	0	3	0	0	3
Solicit Juvenile for Prostitution	0	0	0	11	0	11
Stalking	7	6	2	4	3	22
State Benefit Fraud	2	0	0	0	0	2
Suicide	7	3	1	3	4	18
Suspicious Circumstances (Death)	3	6	8	3	2	22
Suspicious Person/Auto	3	1	0	0	0	4
Tamper With Food / Drugs / Cosmetics	0	0	1	1	1	3
Tamper With Mail	1	0	2	0	1	4
Tattooing a Minor	0	0	1	2	0	3
Telephone Threat	47	30	32	36	34	179
Theft (\$300 and Under)	397	284	241	307	221	1450
Theft (Over \$300)	181	191	125	167	129	793
Theft From Coin Operated Machine/Device	3	12	28	3	2	48
Theft From Motor Vehicle (\$300 and Under)	12	3	25	7	52	99
Theft From Motor Vehicle (Over \$300)	10	6	5	8	24	53
Theft of Labor Services	25	13	21	20	21	100
Theft Lost Property	2	0	1	3	1	7
Theft of Motor Vehicle Parts or Accessories	3	5	6	11	5	30
Theft of Wireless Services	0	1	0	0	0	1
Throwing Missiles	1	0	1	2	0	4
Traffic (Illinois Vehicle Code)	211	191	152	190	193	937
Transporting Anhydrous Ammonia	4	1	0	0	0	5
Truancy	15	3	42	14	9	83
Unauthorized Videotaping	1	0	0	0	2	3
Unlawful Possession Weapon by A Felon	2	2	1	2	1	8
Unlawful Restraint	7	13	12	7	9	48
Unlawful Sale Weapons	0	0	0	1	0	1
Unlawful Storage of Weapons	1	0	0	1	1	3
Unlawful Use Drivers License	1	0	0	1	3	5
Unlawful Use of Residence	0	0	0	1	0	1
Unlawful Use of Weapons	9	16	10	8	7	50
Unlawful Visitation Interference	50	38	31	30	19	168
Unlicensed Peddler	0	0	0	1	0	1
Vehicular Invasion	1	3	0	0	2	6
Violate Sex Offender Act	8	10	5	23	22	68
Violation Bail Bond	3	0	1	0	1	5
Violation Order of Protection	132	98	133	102	100	565
TOTAL	6637	5779	5772	6048	6032	30268
	-8%	-13%	0%	5%	0%	

Criminal Arrest
2007

Criminal Arrest 2003 - 2007						
	2003	2004	2005	2006	2007	TOTAL
Abuse/Neg Long Term Care Resident	0	0	0	0	1	1
Aggravated Arson	0	2	2	0	1	5
Aggravated Assault	23	31	24	20	16	114
Aggravated Assault on Fire Fighter	0	0	0	0	1	1
Aggravated Assault on Police Officer	6	4	5	3	6	24
Aggravated Assault on School Personnel	1	1	4	0	0	6
Aggravated Battery	50	39	37	23	33	182
Aggravated Battery on Fireman	1	1	0	0	1	3
Aggravated Battery on Police Officer	14	11	14	16	11	66
Aggravated Battery on School Personnel	2	4	5	2	3	16
Aggravated Battery on Senior Citizen	0	0	2	0	0	2
Aggravated Battery to Child	0	1	1	1	1	4
Aggravated Criminal Sexual Abuse	12	8	4	2	4	30
Aggravated Criminal Sexual Assault	3	5	0	0	2	10
Aggravated Discharge of Weapon	0	1	2	0	0	3
Aggravated Domestic Battery	1	0	2	3	0	6
Aggravated Fleeing	0	1	1	0	0	2
Aggravated Unlawful Use of Weapons	1	0	1	0	0	2
Aid Fugitive	0	0	0	1	0	1
Air Rifle	3	2	0	0	0	5
Anhydrous Ammonia	13	1	1	0	0	15
Armed Robbery	2	2	2	0	0	6
Armed Violence	1	0	0	1	0	2
Arson	6	2	8	0	3	19
Assault	10	16	14	16	14	70
ATM Fraud	6	5	8	2	0	21
Attempted Burglary	0	0	1	0	2	3
Attempted Murder	1	3	1	2	0	7
AWOL	0	1	0	0	0	1
Barking Dog	0	0	0	3	3	6
Battery	92	128	124	113	135	592
Bomb Threat	0	0	2	0	0	2
Burglary	20	31	24	23	10	108
Burglary From Motor Vehicle	34	27	27	24	27	139
Business Burglary	15	16	16	25	15	87
Cannabis Plant	2	1	0	1	0	4
Child Abandonment	1	1	0	0	0	2
Child Abduction	1	0	1	0	0	2
Child Abuse	0	0	0	1	1	2
Child Pornography	1	1	0	1	0	3
Communicating with a Witness	1	0	0	0	0	1
Concealing or Aiding a Fugitive	1	0	0	0	0	1
Conspiracy	3	0	0	0	0	3
Consumption of Alcohol By A Minor	205	128	109	237	306	985
Consumption of Alcohol In Public	0	0	0	2	0	2
Contempt of Court	1	1	0	0	0	2
Contributing To The Delinquency of A Minor	4	12	1	12	16	45
Credit Card Fraud	3	2	0	8	8	21
Criminal Damage to Motor Vehicle	0	5	0	0	0	5
Criminal Damage to Property	133	119	132	108	99	591

Criminal Damage to State Supported Property	17	8	3	11	8	47
Criminal Sexual Abuse	4	2	5	6	2	19
Criminal Sexual Assault	5	4	4	3	2	18
Criminal Trespass to Motor Vehicle	12	7	11	5	10	45
Criminal Trespass to Real Property	47	58	56	28	43	232
Criminal Trespass to Residence	32	26	16	23	26	123
Criminal Trespass to State Land	1	13	5	3	2	24
Cruel Treatment to Animals	0	0	1	0	1	2
Curfew	91	73	40	183	121	508
Deceptive Practice	12	9	10	15	4	50
Defacing ID Marks on Firearm	0	0	2	0	0	2
Deliver Alcohol to Minor	1	0	4	0	7	12
Delivery of Cannabis	6	8	3	8	9	34
Delivery of Cannabis to Under 18	0	0	0	2	0	2
Delivery of Controlled Substance	1	2	1	0	1	5
Discharge Firearm In City	0	1	0	5	0	6
Disobedience To A Police Officer	10	7	7	5	1	30
Disorderly Conduct	171	158	138	204	218	889
Dog Bite	0	1	0	0	0	1
Dog Complaint	7	11	15	11	13	57
Domestic Battery	139	133	141	148	211	772
Driving While License Suspended	0	2	0	0	0	2
Duty to Report	0	0	3	8	0	11
Endangering The Life/Health of A Child	4	3	2	2	3	14
Escape	1	0	0	0	0	1
Explosives	1	0	0	0	0	1
False Fire Alarm	0	1	0	0	1	2
False Impersonation	0	0	1	0	0	1
False Police Report	1	10	8	5	9	33
Felon in Possession of Firearm	1	0	0	1	1	3
Fictitious / Alter DL	1	0	0	0	0	1
Financial Exploitation of Elderly/Disabled	1	2	0	3	1	7
Financial Identity Theft	1	1	0	1	1	4
Fireworks	5	4	1	1	4	15
Fleeing / Eluding	0	1	1	0	0	2
Forgery	37	34	28	15	12	126
Fraud	0	1	0	0	0	1
Gambling	0	0	0	2	0	2
Harassment By Telephone	3	9	4	9	12	37
Harboring Runaway	1	1	0	0	0	2
Harmful Material	1	0	0	0	0	1
Hate Crime	3	1	13	4	3	24
Home Invasion	9	5	8	4	4	30
Hunting Without a License	0	1	0	0	0	1
Illegal Transportation of Alcohol	0	0	0	0	2	2
Impersonate Peace Officer	0	0	0	0	1	1
Interfere With Emergency Communications	4	3	11	3	7	28
Interference w/ Judicial Procedure	1	1	0	0	0	2
Interfere w/ Report Domestic Battery	1	6	13	9	9	38
Intimidation	1	11	1	2	0	15
Intoxicating Compound (Huffing)	0	0	0	0	2	2
Keeping A Tavern Open After Hours	0	1	0	0	0	1
Limited Custody	0	0	0	2	1	3
Littering	3	2	4	9	5	23
Look Alike Controlled Substance-Possession	0	0	1	3	0	4

Loud Disturbing and Unnecessary Noise	10	21	15	21	12	79
Malicious Mischief	0	0	0	0	1	1
Manufacture/Delivery Controlled Substance	32	18	1	1	7	59
Meth Conspiracy	0	0	0	3	0	3
Meth Production	0	0	0	5	1	6
Minor Requiring Authoritative Intervention	8	4	6	6	0	24
Misrepresentation of Age By Minor	1	1	0	1	1	4
Mob Action	13	4	18	13	3	51
Motor Vehicle Theft	10	15	9	13	13	60
Murder	1	0	0	1	1	3
Neglect Child	2	2	5	9	2	20
Neglect Elderly	0	0	0	1	0	1
No F.O.I.D. Card	1	3	4	1	2	11
No Solicitation Permit	0	0	3	0	0	3
Obscenity	1	0	0	0	0	1
Obstructing Justice	30	19	25	33	17	124
Permit Under Age Drinking	2	0	0	0	7	9
Permit Under Age Gathering	2	0	1	5	0	8
Possession of Alcohol By A Minor	10	0	4	32	6	52
Possession of Alcohol In Public	1	3	0	6	5	15
Possession of Ammo	1	0	0	0	0	1
Possession of Burglary Tools	3	4	2	0	0	9
Possession of Cannabis	145	102	90	121	130	588
Possession of Controlled Substance	56	51	27	42	44	220
Possession of Controlled Substance w/ Intent to Deliver	1	2	3	4	5	15
Possession of Counterfeit Prescription Form	0	1	0	0	0	1
Possession of Drug Equipment/Paraphernalia	73	112	110	154	146	595
Possession of Explosive or Incendiary Device	0	4	0	0	0	4
Possession of Hypodermic Needle	26	4	9	2	2	43
Possession of Key to Coin Operated Machine	0	0	1	0	0	1
Possession of Look Alike Substance	0	0	1	0	0	1
Possession of Meth	0	0	0	0	2	2
Possession of Precursors of Meth	15	5	4	5	3	32
Possession of Stolen Property	24	15	14	27	16	96
Possession of Stolen Vehicle	0	3	0	1	1	5
Possession of Tobacco Products	25	16	21	48	22	132
Predatory Criminal Sexual Assault To A Child	1	3	0	0	1	5
Prescription Fraud	0	0	0	3	0	3
Prostitution	0	0	1	0	0	1
Protective Custody	1	0	1	0	1	3
Public Indecency	1	0	0	1	6	8
Public Intoxication	0	1	0	0	0	1
Reckless Conduct	6	10	1	5	5	27
Reckless Discharge of Firearm	3	0	0	0	0	3
Reckless Driving	0	1	1	4	3	9
Registered Sex Offender at School	1	0	0	0	0	1
Released No Charge	0	6	4	3	0	13
Residential Burglary	21	26	17	28	8	100
Resisting Arrest	97	79	87	102	85	450
Retail Theft	76	56	72	70	68	342
Robbery	0	3	7	3	3	16
Runaway	73	36	41	36	29	215
Sale / Gift Tobacco to a Minor	2	4	0	6	4	16
Sale/Give Alcohol To Minor	2	1	5	5	3	16
Sexual Exploitation of a Child	1	0	0	1	0	2

Skateboarding	0	14	21	21	1	57
Solicit Child	0	0	1	0	0	1
Solicitation	0	0	1	0	0	1
Stalking	4	0	0	2	2	8
Tamper w/Vehicle	0	0	0	0	1	1
Tattooing a Minor	0	0	0	2	0	2
Telephone Threat	2	2	2	5	5	16
Theft	107	72	69	65	88	401
Theft from Coin Operated Device	0	11	11	0	0	22
Theft From Motor Vehicle	0	0	0	0	1	1
Theft of Lost Property	1	0	0	0	1	2
Theft of Services	10	5	7	6	5	33
Theft of Wireless Service	0	1	0	0	0	1
Throwing Missiles or Bottles	2	0	2	0	0	4
Titles	0	1	0	0	1	2
Traffic Violations	3	1	1	0	1	6
Truancy	40	44	87	67	129	367
Unlawful Acquisition Controlled Substance	1	0	0	0	1	2
Unauthorized Video Taping	0	0	0	0	3	3
Unlawful Possession of Firearm	0	0	1	0	0	1
Unlawful Restraint	6	0	8	6	7	27
Unlawful Use of License	0	1	0	0	1	2
Unlawful Use of Residence	2	0	0	0	0	2
Unlawful Use of Weapons	7	12	5	3	4	31
Unlicensed Peddler	0	0	0	1	0	1
Use of False I.D.	0	0	0	1	0	1
Vagrant	0	0	0	1	0	1
Vehicular Invasion	1	3	0	0	1	5
Vehicular Hi-jacking	1	0	0	0	0	1
Violate SOR Act	5	0	1	22	13	41
Violation of Bail Bond	2	0	0	0	0	2
Violation of Liquor Ordinance	0	0	2	9	4	15
Violation Order of Protection	39	27	34	32	38	170
Violation of Parole	0	0	0	1	0	1
Violation of Probation	1	3	1	5	1	11
Visitation Interference	1	1	0	1	0	3
Warrant	550	554	492	474	609	2679
TOTAL	2,872	2,621	2,492	2,939	3,058	13,982
Total of Adult Arrest	2,138	2,027	1,909	2,262	2,442	8,336
Total of Juvenile Arrest	734	594	583	678	616	3,205
Percent Increase/Decrease	-16%	-9%	-5%	18%	4%	

2007 MALE / FEMALE CRIMINAL ARREST

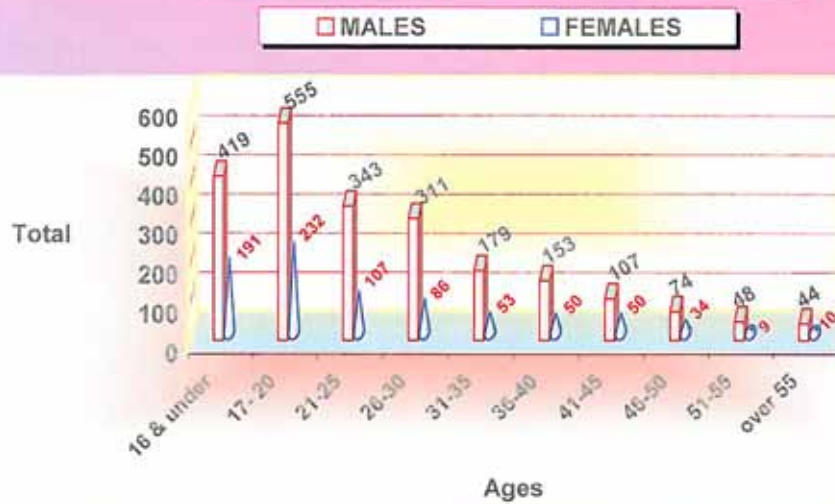
MALES

16 & under	17- 20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	over 55	TOTAL
419	555	343	311	179	153	107	74	48	44	2233

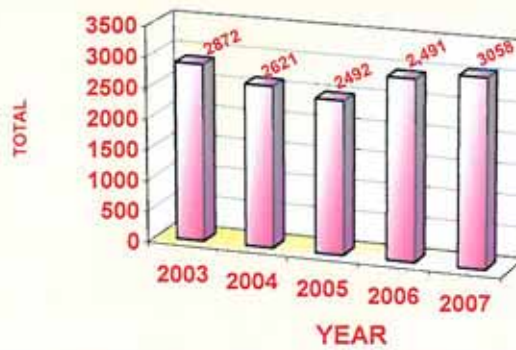
FEMALES

16 & under	17-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	over 55	TOTAL
191	232	107	86	53	50	50	34	9	10	822

2007 Male / Female Adult / Juvenile Criminal Arrest



Criminal Arrests 2003 - 2007



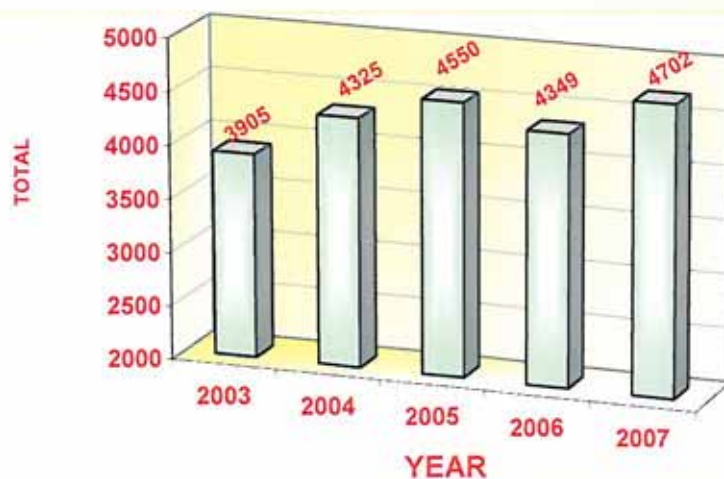
Traffic Arrest
2007

Traffic Arrest 2003 - 2007

		2003	2004	2005	2006	2007	Total
Alcohol and Drug Related Violations	BAC	78	58	59	55	53	303
	D.U. I. Alcohol	128	109	106	135	118	596
	D.U.I. Drugs	13	8	0	14	12	47
	D.U.I. Drugs and Alcohol	0	0	0	0	0	0
	Illegal Transportation of Alcohol	47	32	48	45	41	213
	Intoxicated Pedestrian	1	0	0	7	2	10
Miscellaneous Violations		0	7	0	0	0	7
Other Driving Offenses	Aggravated Fleeing	0	0	0	0	0	0
	ATV on Road	2	0	0	0	0	2
	Bicycle	0	0	0	1	0	1
	Cling to Vehicle	1	0	0	0	0	1
	Cross Fire Hose	0	0	0	0	0	0
	Cross Private Property to Avoid Traffic Device	0	0	0	0	0	0
	Disobey Crossing Guard	1	0	0	0	0	1
	Disobey Police	0	0	2	6	1	9
	Disobey Railroad Signal	1	0	0	0	0	1
	Drag Racing	12	4	6	12	4	38
	Driving Off Road	0	0	0	0	0	0
	Driving on Sidewalk	1	0	0	1	1	3
	Fail to Stop at Sign at Crosswalk	0	0	0	0	2	2
	Fleeing and Eluding	7	12	5	14	12	50
	Following Too Close	16	15	6	6	7	50
	Funeral Procession	0	0	0	1	0	1
	Improper Backing	15	9	13	7	5	49
	Littering	2	0	0	2	0	4
	Reckless Driving	38	34	26	35	14	147
	Passing School Bus	55	0	0	4	5	64
	Possession of Stolen Vehicle	0	0	3	0	1	4
	Squealing Tires	20	22	22	20	20	104
	Unattended Motor Vehicle	0	0	0	0	1	1
	Unlawful Use of Handicapped Tag	0	0	0	0	1	1
	Wrong Way on a One Way	8	8	4	10	4	34
Violations Relating to Driver's	Driving While License Suspended/Revoked	224	304	320	268	259	1375
	Expired Drivers License	53	0	0	0	0	53
	Failure to Notify SOS of Change	4	5	5	2	3	19
	Graduated License	0	3	3	8	11	25
	No Drivers License on Person	52	40	14	12	18	136
	No Valid Drivers License	116	129	114	123	111	593
	Permit/Decal Violation	0	0	5	0	0	5
	Permit Unauthorized Person to Drive	5	10	11	10	9	45
	Restricted Drivers Permit/License	1	3	0	0	1	5
	Unlawful Use of DL	2	1	1	0	1	5
Violations Relating to Failure to Yield		156	118	121	124	110	629
Violations Relating to Lane Usage		92	78	53	84	67	374
Violations Relating to License		3	3	2	7	2	17
Violations Relating to Loud Exhaust		12	5	10	18	5	50
Violations Relating to Motorcycle		5	3	2	5	11	26
Violations Relating to Operation of		15	4	9	5	1	34
Violations Relating to Parking		11	1	1	1	0	14
Violations Relating to Passing		3	16	12	5	10	46
Violations Relating to Pedestrians		0	4	2	0	0	6
Violations Relating to Safety Belts	Child Restraint	30	41	40	22	28	161
	Failure to Wear Seatbelt	369	702	993	633	1305	4002
Violations Relating to Speeding		842	1046	970	1041	895	4794

Violations Relating to Stopping		194	167	187	208	236	992
Violations Relating to Traffic Crashes	Fail to Give Information	16	9	15	13	7	60
	Failure to Exercise Due Care	3	0	0	2	1	6
	Failure to Report Accident	4	2	8	6	3	23
	Failure to Stop and Render Aid	0	0	0	1	0	1
	False Accident Report	0	0	0	0	1	1
	Hit and Run	3	0	0	7	5	15
	Leaving Scene of Accident	33	32	24	25	23	137
Violations Relating to Turning		11	12	19	15	10	67
Violations Relating to Vehicle		36	21	8	31	33	129
Violations Relating to Vehicle	False Insurance Card	0		2	0	4	6
	Suspended Mandatory Insurance Violation	34	32	40	40	34	180
	Uninsured Motor Vehicle	895	988	1036	988	973	4880
Violations Relating to Vehicle		34	18	22	22	22	118
Violations Relating to Vehicle	Expired Registration	64	128	114	147	101	554
	Fail to Transfer Registration	0	2	0	0	0	2
	Fictitious Plates	0	5	3	0	0	8
	Improper Display of Plates	3	0	2	1	3	9
	Improper Use/Display of Registration	21	20	13	16	24	94
	No Plate	3	0	2	3	7	15
	No Valid Registration	58	27	41	31	28	185
	Possession Counterfeit Registration Sticker	0	1	0	0	0	1
	Suspended / Revoked Registration	32	10	14	27	19	102
Violations Relating to Vehicle		15	14	10	21	15	75
Violations Relating to Vehicle Titles		5	2	0	0	1	8
Violations Relating to Loud		0	1	2	2	1	6
TOTALS		3,905	4,325	4,550	4,349	4,702	21,831
Percentage of Increase/Decrease		17%	11%	5%	-4%	8%	

Traffic Arrests 2003 - 2007

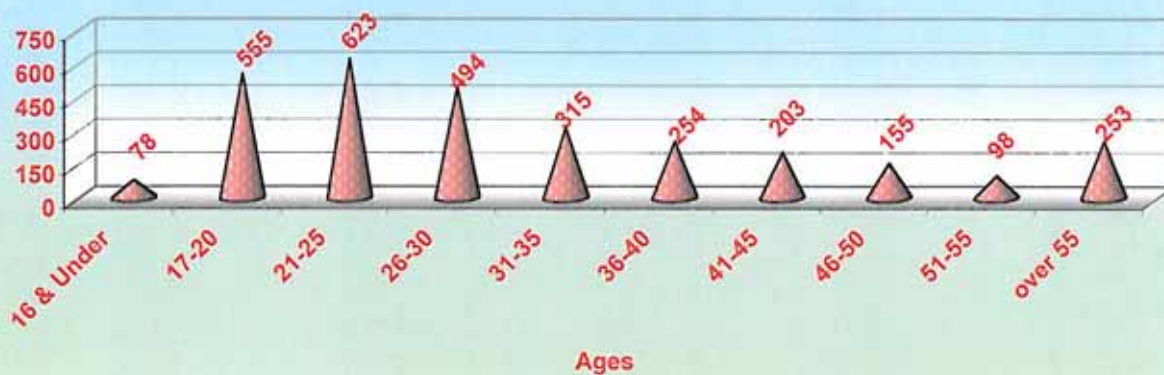


2007 MALE / FEMALE ADULT TRAFFIC ARREST

MALES

16 & Under	17-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	over 55	Total
78	555	623	494	315	254	203	155	98	253	3028

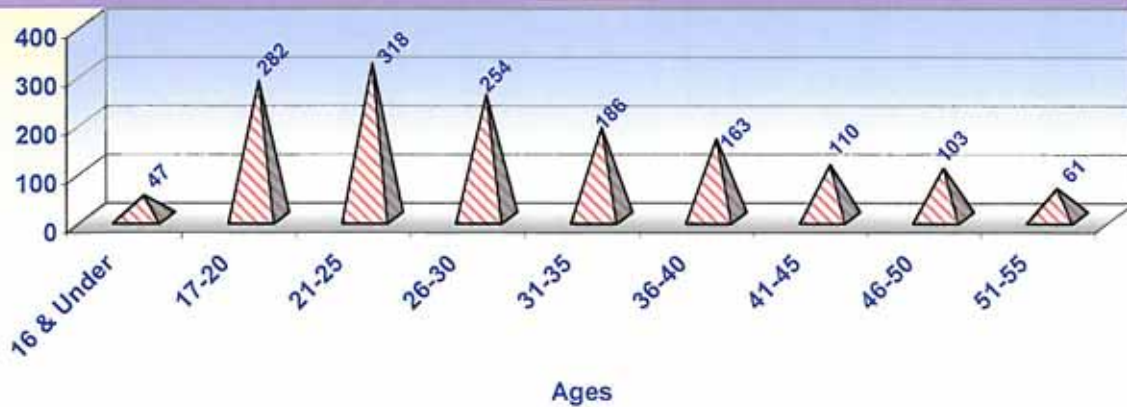
Males



FEMALES

16 & Under	17-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	over 55	Total
47	282	318	254	186	163	110	103	61	150	1674

Females



Reported Accidents 2003 - 2007

	2003	2004	2005	2006	2007	TOTAL
Hit and Run	144	136	209	277	265	1031
Bicycle	15	20	13	17	15	80
Pedestrian	9	6	24	19	28	86
Total Accidents	1196	927	1104	1082	1094	5403
Percent Increase/Decrease	-4%	-22%	19%	-2%	1%	
Injuries	255	235	195	234	117	1036
Arrests	707	517	447	556	451	2678
Fatal	0	0	0	0	0	0

Top Locations of Accidents 2007

Court/Valle Vista	21
Broadway/Parkway	16
Court/Veterans	15
Ann Eliza/5th	12
Court/Parkway	12
Commercial/Court	11
Court/14th	10
Broadway/8th	9
Broadway/14th	9
Margaret/5th	7

Total Number of Accidents for 2007

1094

Written Warnings 2003 - 2007		2003	2004	2005	2006	2007	Total
Alcohol and Drug Related Violations	BAC	0	0	0	0	0	0
	D.U. I. Alcohol	0	0	0	0	0	0
	D.U.I. Drugs	0	0	0	0	0	0
	D.U.I. Drugs and Alcohol	0	0	0	0	0	0
	Illegal Transportation of Alcohol	0	0	0	0	0	0
Miscellaneous Violations		2	9	0	0	5	16
Other Driving Offenses	Disobey Police	0	0	2	2	0	4
	Driving on Sidewalk	1	0	0	0	0	1
	Fleeing and Eluding Police	0	0	0	1	0	1
	Following Too Close	3	6	7	15	7	38
	Improper Backing	3	7	5	6	9	30
	Obstructing Traffic	0	0	3	2	2	7
	Reckless Driving	1	0	0	1	2	4
	Squealing Tires	9	13	10	11	4	47
	Wrong Way on a One Way	11	27	26	13	19	96
Violations Relating to Driver's License	Driving While License Suspended/Revoked	0	0	1	2	3	6
	Expired Drivers License	0	0	0	2	1	3
	Failure to Notify SOS of Change	29	103	151	122	26	431
	Graduated License	0	0	0	1	1	2
	No Drivers License on Person	82	170	240	165	117	774
	No Valid Drivers License	11	21	29	22	23	106
	Permit / Decal Violation	0	3	8	5	6	22
	Permit Unauth. Person to Drive	1	0	0	0	7	8
	Restricted Drivers Permit	0	1	1	1	0	3
	Unlawful Use of DL	0	0	1	0	0	1
Violations Relating to Failure to Yield		20	25	35	25	26	131
Violations Relating to Lane Usage		51	108	143	148	135	585
Violations Relating to License Classifications/Restrictions		0	1	2	2	0	5
Violations Relating to Loud Exhaust		95	132	145	63	78	513
Violations Relating to Motorcycle Operation		0	1	1	1	1	4
Violations Relating to Operation of Trucks		31	41	58	28	10	168
Violations Relating to Parking		3	1	4	3	0	11
Violations Relating to Passing		5	5	9	8	4	31
Violations Relating to Pedestrians		0	0	0	0	1	1
Violations Relating to Safety Belts and Child Restraint	Child Restraint	0	3	4	0	0	7
	Failure to Wear Seatbelt	19	97	150	97	27	390
Violations Relating to Speeding		780	1461	2283	1944	1895	8363
Violations Relating to Stopping		142	229	333	261	371	1336

Violations Relating to Traffic Crashes	Leaving Scene of Accident	0	0	1	0	1	2
Violations Relating to Turning		13	34	58	23	23	151
Violations Relating to Vehicle Equipment		90	190	168	177	216	841
	Suspended Mandatory Ins. Viol	0	1	2	0	1	4
	Uninsured Motor Vehicle	16	72	102	100	61	351
Violations Relating to Vehicle Lighting		350	664	868	521	580	2983
Violations Relating to Vehicle Registration	Display Registration Plate/Decal	0	0	2	1	0	3
	Expired Registration	59	183	260	155	128	785
	Failure to Transfer Registration	0	0	1	1	1	3
	Fictitious Plates	0	0	0	1	0	1
	Improper Display of Plates	14	47	64	92	134	351
	Improper Use/Display of Reg	16	23	51	4	42	136
	No Plate	9	19	29	21	56	134
	No Valid Registration	53	89	155	120	108	525
	Suspended / Revoked Reg	0	0	1	0	1	2
Violations Relating to Vehicle Signaling		69	128	124	116	200	637
Violations Relating to Vehicle Titles		1	0	0	1	0	2
Violations Relating to Loud Music/Noise		7	2	3	2	3	17
	TOTALS	1,996	3,916	5,540	4,286	4,335	20,073
	Percentage of Increase/Decrease	-14%	96%	41%	-23%	1%	

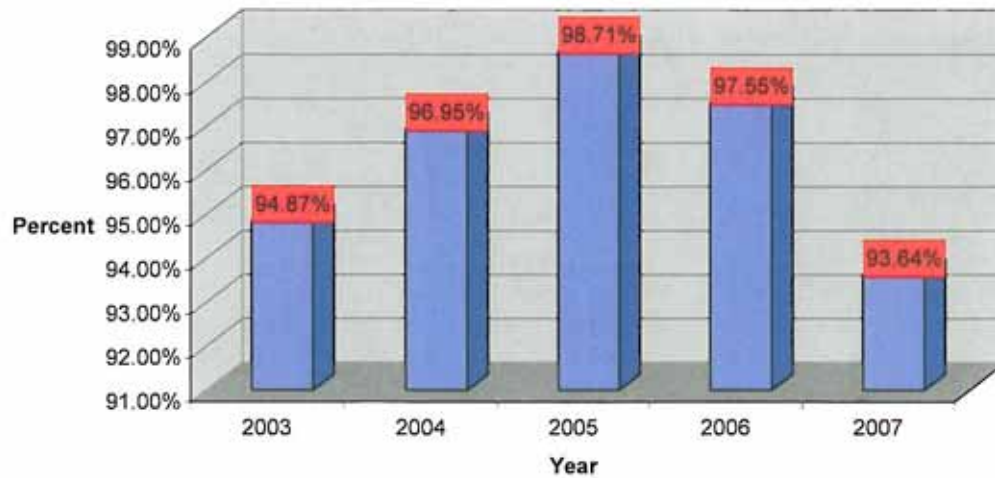
Investigations
2007

	2003	2004	2005	2006	2007
*Criminal Cases Assigned	857	821	696	734	833
Criminal Cases Closed by Arrest	277	290	257	252	194
*Cases Closed Exceptionally	536	506	430	464	586
Percent of Criminal Cases Closed	94.87%	96.95%	98.71%	97.55%	93.64%
Criminal Cases Assigned Informational	1037	1106	855	817	613
Non-Criminal Cases Assigned	48	49	35	30	36
Non-Criminal Cases Cleared	47	39	33	29	36
Percent of Non-Criminal Cases Closed	97.92%	79.59%	94.29%	96.67%	100.00%
TOTAL CASES ASSIGNED	1,941	1,966	1,584	1,580	1,482

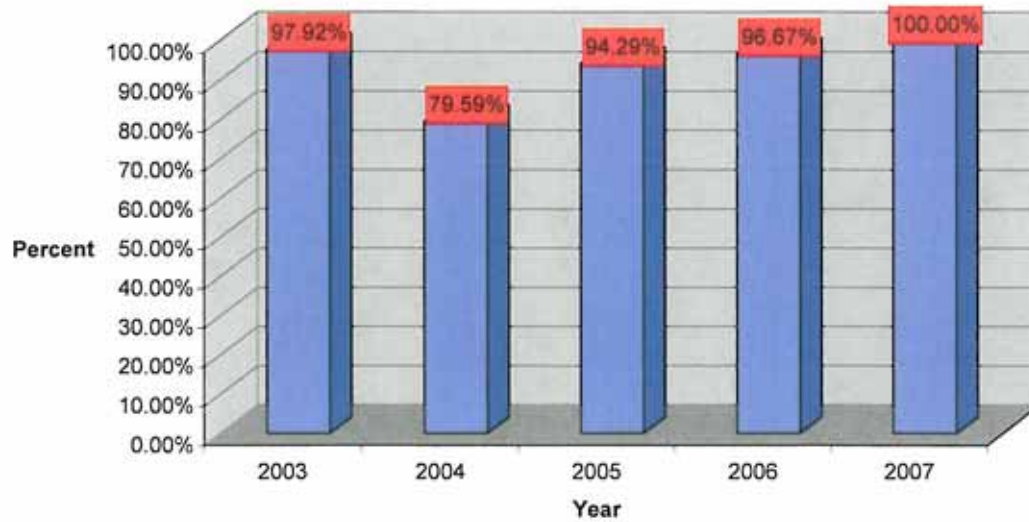
*Criminal Cases Assigned: Not all Cases are assigned.

*Criminal Cases Closed Exceptionally: For reasons beyond the police control, after having identified the perpetrator (s), charges are not brought in a Court of Law for a variety of reasons such as, victim will not cooperate, etc.

Percent of Criminal Cases Closed



Percent of Non-Criminal Cases Closed



Juvenile
2007

Five Year Juvenile Arrest 2003 - 2007

	2003	2004	2005	2006	2007	TOTAL
Aggravated Arson	0	2	2	0	0	4
Aggravated Assault	4	8	11	7	2	32
Aggravated Assault on Police Officer	2	2	0	0	1	5
Aggravated Assault on School Personnel	3	1	3	0	0	7
Aggravated Battery	4	8	14	8	4	38
Aggravated Battery on Police Officer	2	0	1	1	3	7
Aggravated Battery on School Personnel	0	2	3	2	2	9
Aggravated Battery on Senior Citizen	0	0	2	0	0	2
Aggravated Criminal Sexual Abuse	0	3	0	1	0	4
Aggravated Criminal Sexual Assault	2	4	0	0	1	7
Aggravated Domestic Battery	0	0	1	0	0	1
Aggravated Kidnapping	0	0	0	0	0	0
Aggravated Robbery	0	0	0	0	0	0
Aggravated Unlawful Restraint	0	0	2	0	0	2
Armed Robbery	0	0	1	0	0	1
Armed Violence	0	0	0	0	0	0
Arson	4	1	1	0	0	6
Assault	2	4	0	4	3	13
ATM Fraud	0	1	4	0	0	5
Attempted Escape	0	0	0	0	0	0
Attempted Suicide	1	0	0	0	0	1
Battery	19	31	20	27	46	143
Battery of An Unborn Child	0	0	0	0	0	0
Bomb Threat	0	0	2	0	0	2
Burglary	15	8	6	5	4	38
Burglary from Motor Vehicle	32	16	14	1	6	69
Child Abandonment	0	1	0	0	0	1
Child Pornography	0	1	0	0	0	1
Communication with Witnesses	1	0	0	0	0	1
Concealing/Aiding Fugitive	0	0	0	0	0	0
Conspiracy	0	0	0	0	0	0
Conspiracy to Unlawful Sale Firearms	0	0	0	0	0	0
Consumption Alcohol By A Minor	53	27	13	59	72	224
Contributing To Delinquency Of Minor	0	0	0	0	0	0
Creating Loud and Disturbing Noises	0	1	0	1	0	2
Credit Card Fraud	0	1	0	0	0	1
Criminal Damage To Property	67	38	30	38	24	197
Criminal Damage to Property (State Supported)	11	5	1	5	2	24
Criminal Damage to Vehicle	0	4	0	0	0	4
Criminal Defacement Of Property	0	0	0	0	0	0
Criminal Sexual Abuse	1	0	4	1	0	6
Criminal Sexual Assault	1	0	3	0	0	4
Criminal Trespass to Land	14	24	25	6	9	78
Criminal Trespass To Property	3	2	1	1	0	7
Criminal Trespass to Motor Vehicle	5	5	9	0	2	21
Criminal Trespass to Residence	7	5	1	1	4	18
Curfew	75	63	32	144	84	398
Deceptive Practice	2	0	0	0	0	2
Defacing ID Marks on Firearms	0	0	1	0	0	1
Delivery Of Cannabis	0	2	0	1	2	5
Delivery Of Controlled Substance	1	1	0	0	3	5
Delivery of Controlled Substance School Grounds	0	1	1	1	0	3
Delivery Of Look Alike Substance	0	0	0	0	0	0
Delivery Of Tobacco To A Minor	0	0	0	0	0	0
Dependent Minor		0	0	0	0	0
Discharging Air Rifle	2	0	0	0	0	2
Disobedience/Interference With Police	1	2	2	1	0	6
Disorderly Conduct	39	37	20	34	33	163
Dog at Large	0	1	1	0	0	2
Domestic Battery	20	18	19	17	15	89
Escape	0	0	0	0	0	0

Five Year Juvenile Arrest 2003 - 2007

	2003	2004	2005	2006	2007	TOTAL
Failure to Appear	0	0	0	0	0	0
False Fire Report	0	1	0	0	0	1
False Police Report	0	0	2	0	0	2
Firearms/Use/I.D.	0	0	0	0	0	0
Fires	0	0	5	0	0	5
Fireworks	2	0	0	1	0	3
Forgery	3	0	0	0	0	3
Harassment by Telephone	0	1	0	0	2	3
Harboring a Runaway	1	0	0	0	0	1
Hate Crime	1	0	10	0	3	14
Hold For Other Agency	0	0	0	0	0	0
Home Invasion	0	0	0	0	0	0
Interference with Emergency Communications	1	1	2	0	0	4
Interfering w/ Reporting Domestic Violence	0	1	1	1	0	3
Intimidation	1	3	0	0	0	4
Intoxicating Compound (Huffing)	0	0	0	0	0	0
Investigation Only	0	4	0	0	1	5
Littering	0	1	1	3	0	5
Manufacturing and Delivery of Control Substance	1	1	0	0	0	2
Minor Frequenting Liquor Establishment	0	0	0	0	0	0
Minor Requiring Authoritative Intervention	8	4	8	6	5	31
Mob Action	0	5	8	11	1	25
Motor Vehicle Theft	2	4	3	0	1	10
No F.O.I.D. Card	0	0	1	2	0	3
Obstructing A Police Officer	1	0	1	1	7	10
Obstruction Of Justice	0	0	1	5	1	7
Permit Underage Drinking	1	1	0	0	0	2
Possession Of A Converted Vehicle	0	0	0	0	0	0
Possession Of Alcohol By A Minor	1	0	1	3	1	6
Possession Of Burglary Tools	0	0	1	0	0	1
Possession Of Cannabis (over 30 grams)	0	0	1	0	0	1
Possession Of Cannabis (under 30 grams)	26	15	10	17	21	89
Possession of Cannabis W/Intent to Deliver	0	0	0	0	0	0
Possession Of Controlled Substance	4	3	3	3	4	17
Possession Of Controlled Substance Sch Grounds	0	0	1	0	0	1
Possession Of Control Subst. W/ Intent to Deliver	1	0	0	0	1	2
Possession Of Credit/Debit Card	0	0	0	0	0	0
Possession Of Drug Paraphernalia	11	13	16	20	24	84
Possession of Hypodermic Needle	0	0	1	0	0	1
Possession Of Incendiary Device	2	0	0	0	0	2
Possession Of Killed Species (Out of Season)	0	0	0	0	0	0
Possession Of Look Alike Substance	0	0	1	0	0	1
Possession of Precursors	1	0	0	0	0	1
Possession of Stolen Property	10	7	6	8	5	36
Possession of Stolen Vehicle	0	1	0	0	0	1
Possession Of Tobacco By A Minor	20	10	18	35	17	100
Protective Custody	1	0	1	2	0	4
Public Indecency	1	0	0	0	2	3
Reckless Conduct	2	1	0	4	1	8
Reckless Discharge of a Firearm	1	0	0	0	0	1
Residential Burglary	6	10	8	11	3	38
Resisting Arrest	16	9	7	7	3	42
Retail Theft	40	17	33	24	29	143
Robbery	0	0	5	0	0	5
Runaway	68	36	35	37	28	204
Sale/Gift Alcohol To Minor	0	0	0	1	0	1
Sale of Drug Paraphernalia	0	0	0	0	0	0
Sale Of Tobacco To Minor	0	0	0	1	0	1
Skateboarding	0	10	24	20	1	55
Solicitation of a Sexual Act	0	0	0	0	0	0
Tattooing Body of Minor	0	0	0	1	0	1

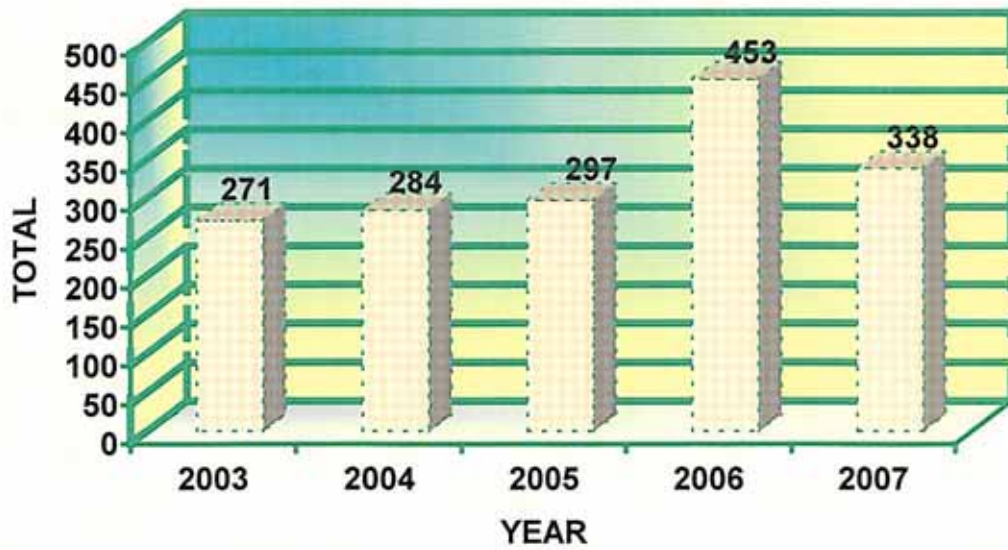
Five Year Juvenile Arrest 2003 - 2007						
	2003	2004	2005	2006	2007	TOTAL
Theft	38	25	16	13	20	112
Throwing Missiles	1	0	2	0	0	3
Traffic	12	22	8	7	12	61
Truancy	40	42	83	67	122	354
Underage Gathering/Resident	1	0	0	0	0	1
Unlawful Possession of a Firearm	0	0	1	0	0	1
Unlawful Restraint	2	0	0	0	0	2
Unlawful Transportation of Anhydrous Amonia	1	0	0	0	0	1
Unlawful Use Of Weapons	1	3	1	1	0	6
Violation Of Court Order	0	0	0	0	0	0
Violation of Order of Protection	0	3	2	0	1	6
Violation Probation/Parole	0	0	0	1	0	1
Warrant	12	10	5	2	3	32
Total	734	594	583	681	641	3,233
PERCENT OF INCREASE / DECREASE	25.26%	-19.07%	-1.85%	16.81%	-5.87%	

Male Offenses by Age						
	2003	2004	2005	2006	2007	
AGE						TOTAL
Under 1	0	0	0	0	0	0
4	0	0	0	0	0	0
5	0	0	3	0	0	3
6	0	0	0	0	2	2
7	2	1	0	0	1	4
8	0	0	1	0	0	1
9	2	2	7	3	0	14
10	15	5	4	9	3	36
11	23	17	13	7	18	78
12	21	32	27	37	11	128
13	26	41	67	70	42	246
14	23	50	52	123	60	308
15	63	72	56	102	88	381
16	93	64	64	98	105	424
17	3	0	3	4	8	18
TOTAL	271	284	297	453	338	1,643
Female Offenses by Age						
	2003	2004	2005	2006	2007	
AGE						TOTAL
1	0	0	0	0	0	0
2	0	0	0	0	0	0
3	0	0	0	0	0	0
4	0	0	0	0	0	0
5	0	0	1	0	0	1
6	0	0	0	0	2	2
7	0	0	1	0	1	2
8	0	0	0	1	1	2
9	1	0	0	1	0	2
10	2	0	1	0	2	5
11	1	3	2	3	6	15
12	17	7	2	6	5	37
13	31	22	8	29	16	106
14	36	28	25	38	36	163
15	75	36	43	67	47	268
16	41	51	44	79	55	270
17	1	2	4	4	5	16
TOTAL	205	149	131	228	176	889

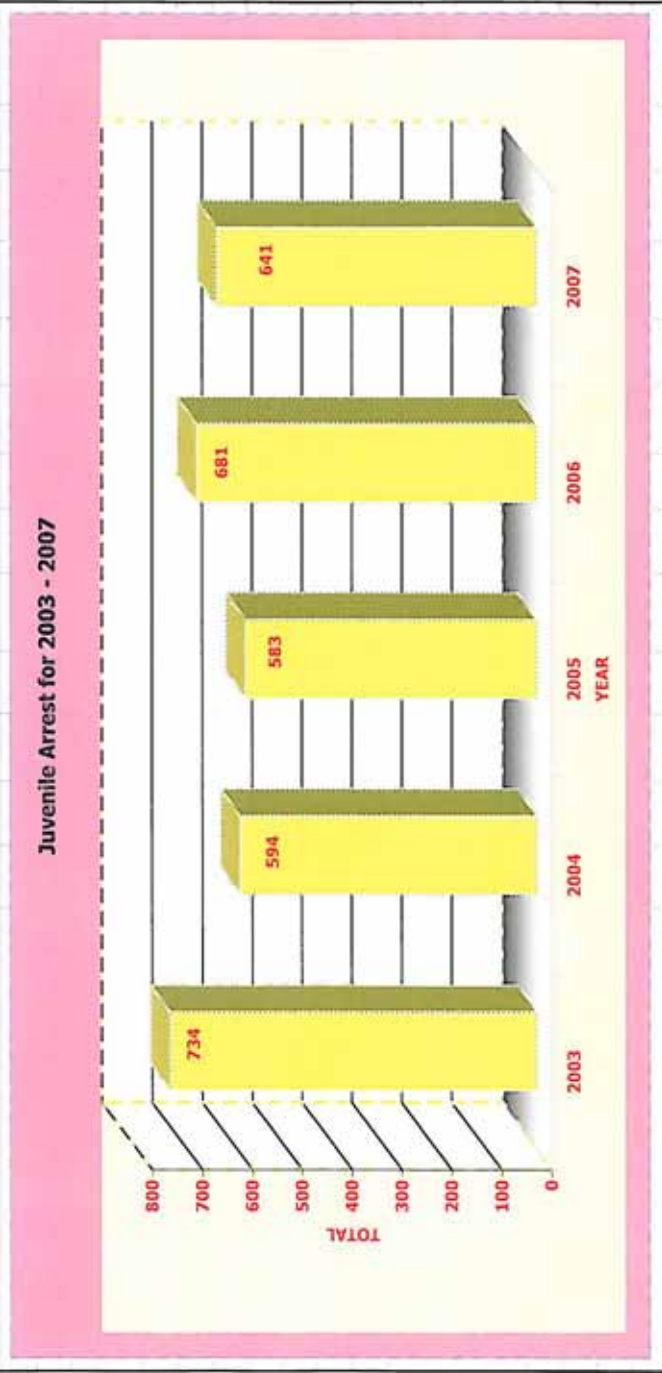
Female Juvenile Five Year Arrest Total



Male Juvenile Five Year Arrest Total



Monthly Juvenile Custody -- 2007														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	OCT	Nov	Dec	TOTAL	
Taken into Custody	53	22	43	30	48	29	42	33	61	75	39	34	509	
Males	34	15	29	16	38	25	32	19	38	43	23	21	333	
Females	19	7	14	14	10	4	10	14	23	32	16	13	176	
Repeat Offenders	25	12	21	17	27	22	24	12	41	59	24	22	306	
Detention	3	1	1	1	0	0	0	0	1	0	0	0	7	
Handled Within Dept.	92	0	0	2	2	1	1	2	3	1	0	0	13	
Summon/Cited/Notified	93	39	7	24	17	16	14	24	15	36	50	25	31	298
Referred to Welfare Agency -- 94	0	0	0	0	0	1	1	0	1	0	1	1	1	6
Referred to Juvenile Court 95	14	14	15	9	27	13	17	16	20	20	15	12	192	
Referred to Adult Court (City Ordinance) -- 96	0	0	1	1	2	0	0	0	5	2	0	0	11	
Referred to Another Agency -- 97	0	0	3	1	2	0	0	0	2	2	1	0	11	
Referred to Other Jurisdiction -- 98	0	0	0	0	0	0	0	0	0	0	0	0	0	



Parking Enforcement
2007

PARKING STATISTIC FOR 2003 - 2007

PARKING VIOLATIONS	2003	2004	2005	2006	2007	TOTAL
No Parking Light - 142	2635	4056	3542	5019	690	15,942
Improper Parking - 111	94	879	626	342	136	2,077
No Parking Zone - 130	119	445	297	167	175	1,203
Time Limit Violations - 147 (9-5)	3132	3301	3414	2977	3219	16,043
Restricted Parking - 148 (8:30 - 6)	245	281	225	105	79	935
Safety Zone - 115	32	*0	*0	*0	*0	32
Bus Zone - 140	33	6	3	0	1	43
Meter Violation - 104	0	285	97	105	104	591
Abandoned Vehicle - 101	76	58	69	31	9	243
Fire Lane - 139	16	66	39	37	11	169
Handicapped Parking - 107	148	217	125	124	85	699
Jury (Void)	100	470	0	527	670	1,767
No Registration - 150	1	*0	0	0	0	1
Fire Hydrant - 105	16	49	11	4	9	89
Obstruction - 116	211	*0	*0	*0	*0	211
153	0	0	0	0	15	0
Blocking Driveway - 118	1	*0	*0	*0	*0	1
No Trailers on Street	12	*0	*0	*0	*0	12
Motor Home More than 72 Hours	2	*0	*0	*0	*0	2
TOTAL	6,873	10,113	8,448	9,438	5,203	40,075

*** These figures were included in Improper Parking and Abandoned Vehicle Starting 2004**

2003 - 2007 INCOME

	2003	2004	2005	2006	2007	Total
Parking Meter Collection	0	\$1,426.08	\$727.31	\$636.11	\$1,126.52	\$3,916.02
Parking Tickets Paid	\$59,803.63	\$98,890.00	\$83,662.00	\$105,080.01	\$55,710.10	\$403,145.74
Parking Stalls Collected	\$14,056.00	\$10,099.00	\$7,605.00	\$10,322.28	\$11,060.00	\$53,142.28
Jury Payment	\$1,722.00	\$7,753.00	\$5,024.00	\$4,216.00	\$5,360.00	\$24,075.00
MCSI	\$1,803.01	\$2,973.98	\$9,686.00	\$8,662.51	\$6,269.58	\$29,395.08
TOTAL	\$77,384.64	\$121,142.06	\$106,704.31	\$128,916.91	\$79,526.20	\$513,674.12

Income
2007

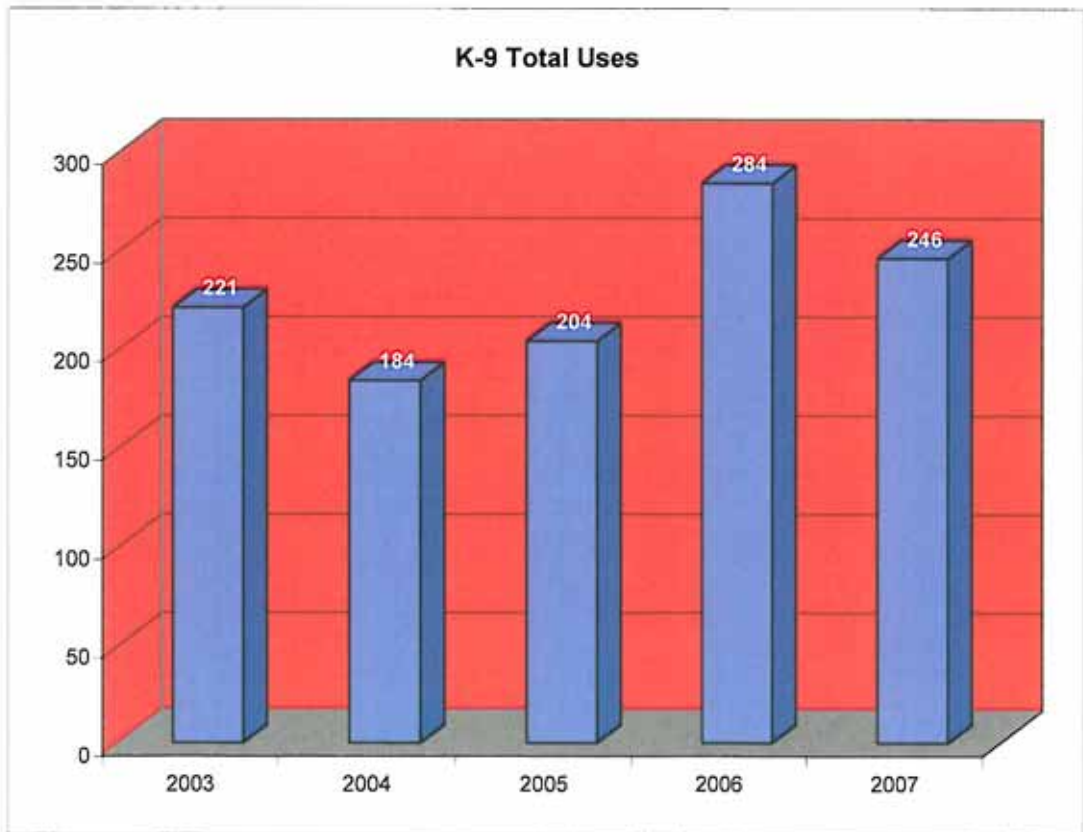
TOTAL INCOME						
2003 - 2007						
	2003	2004	2005	2006	2007	TOTAL
Circuit Court	\$240,991.42	\$225,758.00	\$264,158.86	\$241,548.47	\$290,262.54	\$1,262,719.29
Copy Money	\$6,210.00	\$4,247.00	\$5,581.00	\$5,613.00	\$6,441.00	\$28,092.00
DUI Surcharge	\$8,504.20	\$7,549.00	\$9,746.00	\$9,705.20	\$17,988.60	\$53,493.00
False Alarm Fee	\$0.00	\$0.00	\$0.00	\$400.00	\$6,130.00	\$6,530.00
Fingerprint Fees	\$0.00	\$0.00	\$0.00	\$244.00	\$1,476.00	\$1,720.00
Iron Eagle Revenue	\$0.00	\$0.00	\$0.00	\$13,219.53	\$3,821.62	\$17,041.15
Liquour Fines	\$0.00	\$0.00	\$0.00	\$2,192.50	\$5,071.25	\$7,263.75
Parking Meter Collection	\$0.00	\$1,426.08	\$727.31	\$636.11	\$1,126.52	\$3,916.02
Parking Stalls	\$14,056.00	\$10,099.00	\$7,605.00	\$9,454.00	\$11,060.00	\$52,274.00
Parking Tickets	\$59,803.63	\$98,890.00	\$83,662.00	\$105,080.01	\$55,710.10	\$403,145.74
Police Contracted OT	\$0.00	\$0.00	\$0.00	\$42,832.61	\$98,350.21	\$141,182.82
Sex Offender Registration	\$0.00	\$0.00	\$0.00	\$865.00	\$515.00	\$1,380.00
Towing/Storage Fees	\$0.00	\$0.00	\$0.00	\$900.00	\$100.00	\$1,000.00
TOTAL	\$329,565.25	\$347,969.08	\$371,480.17	\$432,690.43	\$498,052.84	\$1,979,757.77

Traffic Accidents
2007

K9 Unit
2007

K-9 Year End Totals For 2007

Narcotics Searches	209
Finds	55
Arrests	52
Officer Safety	10
Building Searches	8
Tracks	9
Demos	7
Area Searches	3
Total Uses for 2007	246



K-9 Officers
Ptm. Jeff Stolz
Ptm. Chad Hazelwood

Crime Prevention
2007

2007 Crime Prevention Office

Crime Prevention

The Pekin Police Department appreciates the expediency of reconciling unlawful conduct by way of an informed and knowledgeable public. Hence, the Pekin Police Department appoints a sworn police officer to execute the undertakings of Public Information Officer and Investigator to support and maintain an alert community. Understanding that citizens are more than customers, and share a responsibility in halting misdeeds, the Pekin Police Department employs numerous forms of media to report to the population. Some of these forms are daily newspapers, public service announcements, and government access television. Additionally, the officer in this position will coordinate programs such as Crime Stoppers, Night Out Against Crime, Cops for Kids, and Shop with a Hero. For these reasons, the Pekin Police Department considers the Public Information Officer/Investigator responsibilities significant to the faithfulness of its mission statement.

National Night Out Against Crime

The 2007 National Night Out Against Crime was attended by approximately 800 people. There were approximately 30 local service agencies participating at the Dragons Dome. The activities for the evening included:

- * Multiple Inflatable Rides
- * Emergency Vehicle Displays
- * TCSD Motorcycle Unit Performance
- * 50/50 Raffle
- * Bike Giveaway
- * Free Food & Drinks
- * Live Music

Speakers Bureau

- * Pekin Federal Corrections Institute
- * Willow School
- * Miller Center
- * Good Shepherd
- * Rotary Club
- * Information provided to the public through Channel 35

Shop With A Hero: The Shop With a Hero had \$2000.00 for children this year. There were thirty-five children that got to participate.

Crime Stoppers: Pekin Police Department is part of the Greater Peoria Area Crime Stoppers Program. Callers remain anonymous and can give information to either the Peoria or Pekin number. Felony crime re-enactments are put on radio and television and people are given cash rewards if information they provide leads to an arrest or indictment. Crime of the Week is a major or felony crime.

* Tips received - numbers issued	112
* Total Cases Solved	15
* Robberies, Thefts, Burglaries	3
* Battery	1
* Fugitives Arrested (warrants)	7
* Crim. Damg. To Property Solved	2
* Number of Arrests	18
* Number of Re-enactments	13

Coalition for Equality: The Pekin Police Department is active in the YWCA's local Coalition for Equality Program. This program is designed to encourage and promote diversity and inclusiveness for Pekin residents. Citizen participation in this program helps direct the committees activities. The most prevalent program is the Coalition's Annual Martin Luther King Jr.'s Prayer Breakfast.



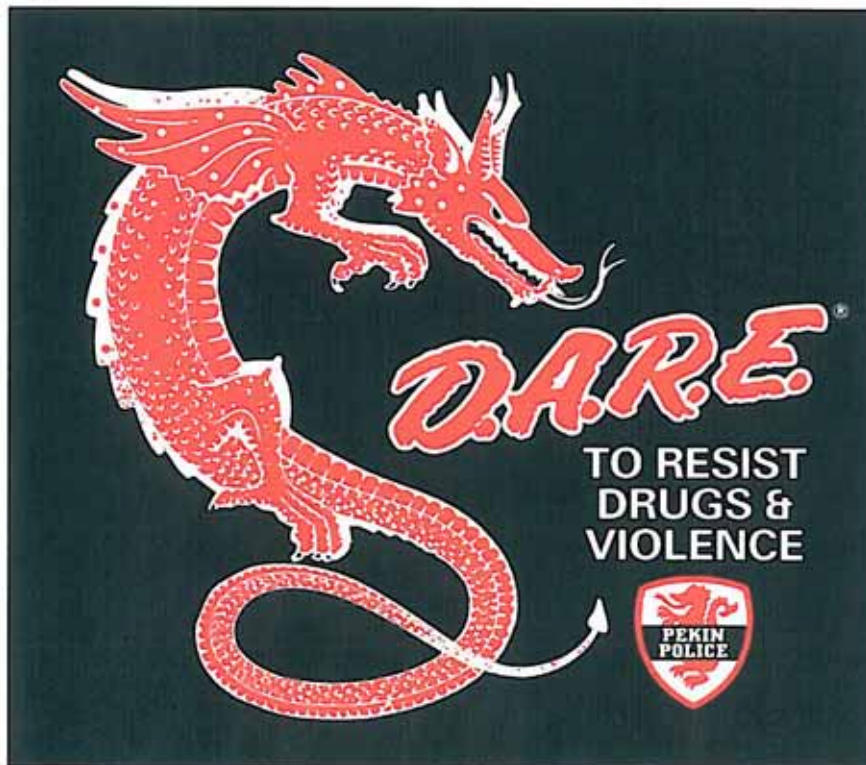
D.A.R.E. 2007

D.A.R.E (Drug Abuse Resistance Education) is a 10 week program designed to teach kids about the harmful effects of drugs and violence. Students are taught to consider the physical, legal, social, and emotional consequences for using drugs. They are also taught how to make good decisions by learning to deal with peer pressure, self pressure, stress, and self esteem issues in a positive, drug-free way.

In Pekin, D.A.R.E. is taught at four schools:

- * Wilson
- * Washington
- * St. Joseph
- * Good Shepherd

In 2007, over 438 students graduated from the D.A.R.E. program. In addition, 75 preschoolers were given instruction on Stranger Danger.



Training
2007

ANNUAL TRAINING SUMMARY

Pekin Police officers logged approximately 2000 hours of training in more than ten substantive areas during 2007. Some of the highlights include:

- Six officers completed a variety of homicide investigation courses.
- Three officers attended Northwestern University's School of Police Staff and Command with one finishing in 2007 and the others finishing in 2008
- Three officers completed and were certified as Juvenile Officers.
- Three command officers attended the Midwest Executive Development Seminar
- Four officers completed Northwestern University's Accident Investigation 1.
- One officer completed Northwestern University's Crime Scene Technology 1, 2, and 3 certifying him as a crime scene investigator.
- Four officers attended Managing and Retaining Generation X police officers.
- Five officers attended a Train-the Trainer course on Rapid Response to Critical Incidents. This training allows our officers to bring this curriculum to other officers and certify on the training.
- Civilian police department employees and officers attended a wide range of training revolving around records management
- Two officers attended Advance Hostage Rescue.
- One officer attended courses in asset forfeiture and evidence management

The Pekin Police Department worked diligently at meeting its training goals for 2007. The Department was able to send three through the School of Police Staff and Command; certified three more officers as juvenile officers; and began training four additional officers in accident reconstruction. The Department was able to meet its 2006 training goals and looks forward to continuing equipping officers with knowledge and training. Our training goals for 2008 include the following:

- Additional officers attending and completing Northwestern School of Police Staff and Command.
- Training and certification of additional juvenile officers.
- Completion of officers Accident Investigation training.
- Training and certifying additional Field Training Officers

Explorers
2007

PEKIN POLICE EXPLORER POST #400

As an Explorer, young adults have the opportunity to assist the Pekin Police Department. Explorers can broaden their understanding and firsthand knowledge of the challenges and job skills that make up their community's police service. In addition to gaining a working knowledge of police work, the participants have the opportunity to give of themselves to their community. Although Post 400 is law enforcement oriented, Explorers are volunteers and do not serve as police employees, sworn or civilian. Explorer Post 400 had 48 hours of training through US Marshall Services Seminar.

Explorer Post 400 had 6 Meeting Hours.

Details Worked/Attended During 2007:

Halloween Detail

PCHS Basketball

PCHS Football



Citizens on Patrol
2007

Citizens on Patrol

The Citizens on Patrol program (C.O.P.) was a great success again in 2007. The dedicated volunteers donated a total of 2768.5 hours.

Currently the C.O.P. group of volunteers is made up of 12 men and women from Pekin and the surrounding areas. The group participated in the following areas in the Police Department:

Business Alarm Complaints: 345.5 hours donated

Clerical Assistance in Records: 1065 hours donated

Patrol: 534 hours donated

- * Patrol Activities
- * Vacation Patrols
- * Handicap Parking Patrols
- * School and Building Checks
- * Tobacco Delivery Notification

Vehicle Maintenance and Equipment Repairs: 824 hours donated

The C.O.P group also has assisted in the Night Out Against Crime Program in the fall of 2007 at the Dragons Dome and also helped in traffic direction and escorts for several of the parades.



Timothy Gillespie
Police Chief



BID TABULATIONS

JOB DESCRIPTION AND LOCATION:

CDBG 2007 ADA SIDEWALK PROJECT / VARIOUS LOCATIONS

OPENING DATE:

PRE-BID CONTRACTORS: February 1, 2008 2:00 p.m. City Hall

BID OPENING: February 8, 2008 10:00 a.m. City Hall

CONTRACTOR NAME	BID BOND OR BANK CASHIER'S CHECK	BID	CALENDAR DAYS TO COMPLETE
Jay Austin Il. Civil Contractors 420 Pinecrest Dr East Peoria 61611 jaustin@ilcivil.com	Bid Bond	\$271,498.00	
Gene Grebner R.A Cullinan P.O. Box 166 Tremont, IL 61568	Bid Bond	\$326,570.58 \$306,213.63 (corrected)	
Bruce Cox C & G Concrete 1906 Meadows Ave E. Peoria 61611 Cngconcrete@sbcglobal.net	Bid Bond	\$248,194.00	
Drew Bowald Otto Baum Company 866 N Main Morton, IL 51550		No bid	

ESTIMATE: \$400,843.00

ESTIMATED BY Paul Becvar Field Engineer

Pekin Planning Commission Minutes

February 13, 2008

Present:

Jim Bradshaw
Ron Knautz, Chairman
Steve Huey
Chad Schmidgall
Don Hild
Richard Cohenour

Absent:

Bill Craig, Vice Chairman
Michele Long
Angel Gibson

Chairman Ron Knautz led the Pledge of Allegiance.

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

Staff Present: Ron Sieh, Joe Wuellner, Attorney Dancey, Greg Gurbal, Fire Chief Chuck Lauss, Police Chief Tim Gillespie, City Manager Dennis Kief and the City Council.

Chairman Ron Knautz recognized the City Council.

City Clerk Sue McMillan called Roll and a quorum was declared for the City Council.

Informal with the City Council: Subdivision code discussion. Refer to the attached minutes from the City Clerk.

Chairman Ron Knautz suggested joint retreat to discuss future changes to the code and a possible consideration of an Annexation Fee.

Chairman Ron Knautz asked for approval of the Agenda with the following amendments:

1. Announcement of new member Angel Gibson.
2. Removal of the zoning change for Hearing #2.
3. Change the address of Hearing #3 to 3246 Vandever.
4. Two informal additions:
 - a) Special Use for a Motorcycle Service/Sales Shop at 1105 N 8th.
 - b) Rezoning of the property on the SE corner of 10th and Washington Street.

MOTION by Steve Huey, Seconded by Dick Cohenour to approve the agenda as amended. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Chairman Ron Knautz asked for approval of the minutes from the January 9, 2008.

MOTION by Jim Bradshaw, seconded by Chad E Schmidgall to approve the minutes as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

January 28, 2008 Council Meeting:

Received and Filed the January 9, 2008 minutes. Received and Filed the Resignation of Scott Nichols from the Planning Commission. Appointed Angel Gibson to fill the unexpired term of Scott Nichols until May 15, 2008. Removed from the table and approved Hearing #07-1750 the amendment of ordinance 9-10B-1 referring to Parking from the PPC, September 12, 2007 meeting. Received and filed the recommendation for Hearing #08-1756 to approve the Preliminary Plat for Briar Ridge Subdivision.

PPC Correspondence: (6) Six letters were sent out for Hearing #4/There has been no response. No other correspondence has been received.

Application #1: Marvin Spiczka & Rick Evans

Hearing #1: Preliminary Plat and Re-Zoning of Deerfield Estates #5 pending annexation with a current zoning of AG (Agricultural District) with the Legal Description as described in Exhibit "C" in Tazewell County, Illinois.

Open Public Hearing: 7:05pm

Marvin Spiczka and Rick Evans were present of questions.

Close Public Hearing: 7:06pm

Subdivision Plat Review: Steve Huey, Chairman

Zoning Classification Review: Bill Craig, Chairman

Subdivision Plat Review Chairman Steve Huey had no recommendations.

Dick Cohenour asked for clarification of the 25' temporary road.

Marvin Spiczka responded that it is 400' in length. It will be used for construction vehicle use only until the next phase is complete in about 9 months. The fill will consist of 1½ -3" rock being approximately 6" deep. A sign will be provided at Petri and 5th street that indicates it is the only construction entrance.

Chad Schmidgall inquired as to who owned the land and if they were ok with the temporary road located there.

Rick Evans confirmed he was the owner of the land and was in agreement with the temporary road.

MOTION by Dick Cohenour, Seconded by Don Hild to approve the Preliminary Plat for Deerfield Estates #5 pending annexation. On roll call vote, all present voted **AYE**.
MOTION APPROVED.

MOTION by Don Hild, Seconded by Chad Schmidgall to approve the zoning of R-2 (Single Family Residential) for the Preliminary Plat for Deerfield Estates #5 pending annexation. On roll call vote, all present voted **AYE**.
MOTION APPROVED.

Application #2: Gary Allen/Darla Armburst

Hearing #2: Preliminary Plat for Lick Creek Manor Subd Ext #2 currently Zoned AG (Agricultural District) ~~changing assignment to R-2 (Single Family Residential)~~ with the Property ID #04-04-36-206-039 and Legal Description of Pt of the E ½ of the NE ¼ of Sec 36 T25N R5W of the 3rd Principal Meridian in Tazewell County.

Open Public Hearing: 7:11pm

Darla Armburst & Gary Allen were present for questions. Darla had inquired as to if the pulling of the zoning assignment would effect the presentation before council.

Ron Sieh responded that it would not.

Close Public Hearing: 7:13pm

Subdivision Plat Review: Steve Huey, Chairman Rezoning

Review: Michele Long, Chairman

Chad Schmidgall inquired in a procedural aspect about the AG (Agricultural District) zoning and if the removal of the zoning assignment indicated a return before the commission.

Chairman Ron Knautz confirmed the return for next month because it required advertisement.

Don Hild inquired as to why the zoning assignment was not advertised.

Ron Sieh clarified that after looking into past assignments it was discovered only part of the land was zoned R-2. Once the information was located it was too late for advertising.

Don Hild inquired as to whether there was a recorded ingress/egress for the Church of God property so they would not be land locked.

Darla Armburst confirmed there is a recorded deed.

Don Hild inquired as to why the second entrance was only 25' feet wide.

Gary Allen responded with the following reasons:

- a) Three sides of Mr. Coffey's property will be streets.
- b) Advice was given for that size.
- c) Hoping to be able to fall under current codes.
- d) EPA requirements for smaller roads.
- e) Financial Costs.

Attorney Dancey interjected that consideration of the legitimate interest of all parties involved resulted in the road width.

Steve Huey noted that the configuration was viewed several months back and the majority of the commission felt there would be a hardship for the lot owners in the Birch Street area. The commission was comfortable with the single access because of the layout. A good compromise has been given to prevent as much hardship as possible and maintains the goal of the commission several months back.

MOTION by Jim Bradshaw, Seconded by Don Hild to approve the Preliminary Plat for Lick Creek Manor Ext#2 provided the City will except dedication from Birch Street to Ashland Lane. On roll call vote, all present voted **AYE**.
MOTION APPROVED.

Application #3: Tazwood Mental Health Center/Mike Polson

Hearing #3: Rezoning of ~~3248~~ 3246 Vandever from B-3 (General Business District) to B-1 (Local Business District) with a Legal Description as described in Exhibit "A" in Tazewell County, Illinois.

Open Public Hearing: 7:27pm

Mike Polson stated his case. Ron Billy and Elizabeth McCombs were also present for questions.

Close Public Hearing: 7:29pm

**Site Plan Review: Don Hild, Chairman
Rezoning Review: Michele Long, Chairman**

Chad Schmidgall inquired as to whether the residential codes are being met in the facility since it is in a B-1 zone and IDPH is not involved.

Ron Billy, architect responded that there would be separate units for the individual residents in the facility with a large common area for activities and visitors along with a computer lab area for training.

Jim Bradshaw asked that serious mentally ill be defined.

Mike Polson responded that the definition by the State of Illinois is schizophrenia, by polar and depression.

Jim Bradshaw inquired about security of the facility and if it would be housing people with a history of violence.

Mike Polson stated there would be a supervisor and (2) shift staff. The main purpose is to take the homeless serious mentally ill off of the streets. Out from under the bridges and currently living in poor housing conditions. There will be no one in the facility with a violent record. Applications are very stringent, rules and regulations will be required to follow.

Elizabeth McCombs, representative and liaison for Tazwood Mental Health to oversee the facility interjected that the governing body is the Illinois Department of Housing and Urban Development. They do not allow violent or unlawful individuals to be housed. That

rule has to be strictly adhered to in order for the facility to exist. The main goal of the project is supportive living. Medications are strictly monitored. Someone is available 24hrs a day whether it is on or off site staff or the emergency response team.

Dick Cohenour inquired about the parking and water run off.

Ron Sieh stated it is an extension to their existing facility. Parking is not a problem.

Mike Polson stated most residents would not have transportation. He does not foresee any parking problems.

Ron Sieh stated the purpose of locating the facility is so it would be in proximity of their current facility and for future expansion.

MOTION by Don Hild, Seconded by Steve Huey to approve the Site Plan for Tazwood Mental Health Center located at 3246 Vandever. On roll call vote, all present voted **AYE**.
MOTION APPROVED.

MOTION by Steve Huey, Seconded by Chad Schmidgall to Approve the rezoning for the Site Plan for Tazwood Mental Health Center located at 3246 Vandever from B-3 (General Business District) to B-1 (Local Business District). On roll call vote, all present voted **AYE**.

Application #4: Annie Block

Hearing #4: Special Use for Daycare at 423 Charles zoned R-4 (Single Family Residential) with a Legal Description of Aydelotts Subd Pt 1 Chestnut Addn W 44' of Lot 3 in Tazewell County, Illinois.

Open Public Hearing: 7:40pm

Annie Block stated her case and was available for questions. She is still waiting for receipt of her State License, which is being delayed by a background check.

Close Public Hearing: 7:42pm

Site Plan Review: Don Hild, Chairman
Special Use Review: Dick Cohenour, Chairman

Chairman Ron Knautz inquired as to the security of the swimming pool

located in the back yard.

Annie Block stated it is secured with a fence and padlock to separate the play area.

Don Hild stated that most daycare homes have chained link fences. This is the first privacy fence enclosing the backyard.

MOTION by Don Hild, seconded by Steve Huey to approve the Site Plan for the Special Use of a Daycare located at 423 Charles. On Roll Call Vote, all present voted **AYE**.

MOTION by Dick Cohenour, seconded by Chad Schmidgall to approve the Special Use of a Daycare located at 423 Charles. On Roll Call Vote, all present voted **AYE**.

Application #5: Harland D. Bessler

Hearing #5: Rezoning of 1519 California Rd from County zoning A-1 to City zoning R-1 (Single Family Residential District) with a Legal Description as described in Exhibit "B" in Tazewell County, Illinois.

Open Public Hearing: 7:48pm

Ron Sieh stated this property was annexed in for Briar Ridge to be presented but zoning was never assigned.

Close Public Hearing: 7:51pm

Zoning Classification Review: Bill Craig, Chairman

MOTION by Steve Huey, seconded by Dick Cohenour to assign R-1 (Single Family Residential) to 1519 California Rd. On Roll Call Vote, all present voted **AYE**.

INFORMAL:

Informal:

- 1) Monthly Minute Discussion - General consensus was to follow Robert's Rules of Order with a summary format. The only time when highlights of minutes need to take place is when a critical issue occurs for clarification.
- 2) Special Use for Motorcycle Service work in the back and sales of merchandise in the front of the building located at 1105 N 8th - Consensus was there is no problem with the contingency that neighboring residence are polled.

- 3) Rezoning of the lot located in the SE corner of 10th & Washington for the purpose of a parking lot – Consensus was mixed as to whether the residents of Washington Street would appreciate the change.

Chairman Ron Knautz called the meeting to adjournment.

Meeting adjourned at 8:23PM.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
February 13, 2008

HEARING #08-1760

The Pekin Planning Commission recommends to Approve the Site Plan and Special Use request for a Daycare at 423 Charles Street to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Pekin Planning Commission
February 13, 2008

HEARING #08-1759

The Pekin Planning Commission recommends to Approve the re-zoning for Tazwood Mental Health Center property located at 3246 Vandever from B-3 (General Business District) to B-1 (Local Business District) for to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Pekin Planning Commission
February 13, 2008

HEARING #08-1758

The Pekin Planning Commission recommends to Approve the Preliminary Plat for Lick Creek Manor Subd Ext #2 provided the City would except dedication from Birch Street to Ashland Lane to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Pekin Planning Commission
February 13, 2008

HEARING #08-1757

The Pekin Planning Commission recommends to Approve the Preliminary Plat for Deerfield #5 and zoning of R-2 pending annexation to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Pekin Planning Commission
February 13, 2008

HEARING #08-1761

The Pekin Planning Commission recommends to Approve the zoning assignment of 1519 California Rd from County zoning A-1 to City zoning R-1 (Single Family Residential District) to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

RESOLUTION No. _____

32 - 07/08

PEKIN, ILLINOIS, February 25, 2008

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Preliminary Plat Lick Creek Manor Subdivision is hereby approved and the

Dedication from Birch Street to Ashland Lane accepted.

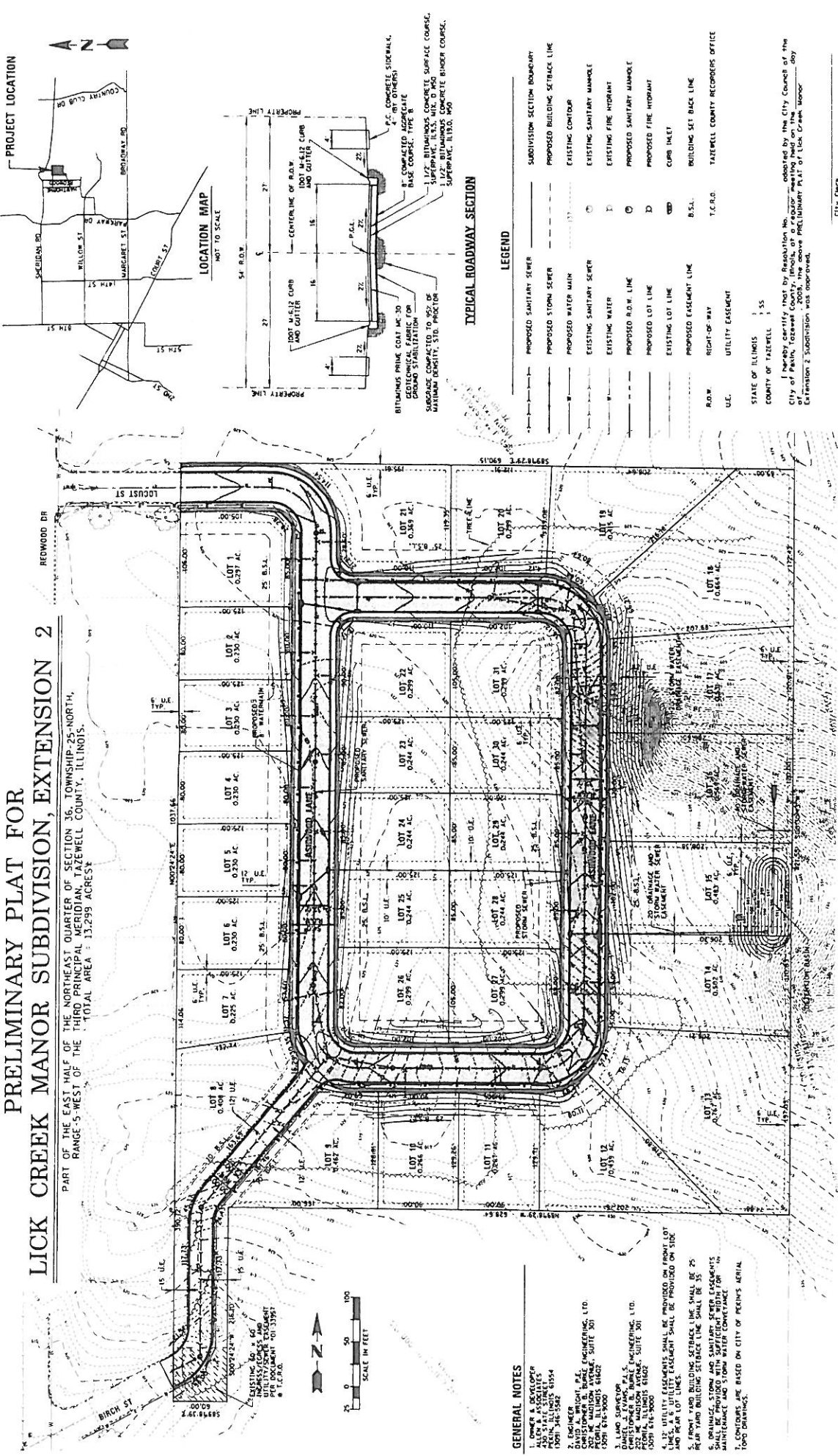


SIGNED BY _____

MAYOR.

PRELIMINARY PLAT FOR

CREEK MANOR SUBDIVISION



- [illegible]

[illegible]



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief

AGENDA ITEM: Annexation Agreements

AGENDA DATE REQUESTED: February 25, 2008

ACTION REQUESTED: Approval of Amendment to Annexation Agreement

BACKGROUND: On September 10, 2007, the City Council entered into an Annexation with Veteran's Drive Investments. The proposed Briar Ridge Subdivision is the first development coming out of that agreement. The City is looking to construct the section of Veteran's Drive from Broadway north to Sheridan Road. The timetable for that construction is Construction Year 2009 (Fiscal Years 2009 and 2010). The installation of the sanitary sewers in the same area needs to be coordinated with that construction timetable. Therefore, I am recommending that the deadline for the installation of the sanitary sewers occur before the end of 2009, not the 2008 that was stated in the original agreement.

The alteration of this date does not impact the other construction deadlines committed to in said agreement. This also has no impact on the payback schedule for the sewers by the developer.

This amendment to the agreement also states that the developer will provide a secondary access to the first phase of the Briar Ridge Subdivision. This secondary access will connect to the existing California Road and will also provide access to the Sanitary Lift Station that will serve this development.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: This proposed development is consistent with the City Comprehensive Plan.

IMPACT IF APPROVED: Planned growth and additional revenue

IMPACT IF DENIED: Deadline for installation of sewer would remain the end of 2008.

ALTERNATIVES: Adhering to the original deadline is not consistent with the other construction timetables and could result in additional costs due to possibly having to relocate some sanitary sewers.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with the Prosperous Community and Strong Foundation themes.

AMENDMENT TO ANNEXATION AGREEMENT

This Amendment is made and entered into this ____ day of _____, 2008, by and between the CITY OF PEKIN, an Illinois Municipal Corporation (hereinafter referred to as the “CITY”), VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company (hereinafter referred to as “VETERANS”), WILLIAM J. LEMAN, TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998 (hereinafter referred to as “LETROUT”), and WEDGE DEVELOPMENT, LLC, an Illinois Limited Liability Company (hereinafter referred to as “WEDGE”).

WHEREAS, the parties previously entered into an Annexation Agreement on September 10, 2007; and

WHEREAS, CITY has requested that VETERANS, LETROUT, and WEDGE make certain changes to the preliminary plat for Briar Ridge Subdivision; and

WHEREAS, in consideration of the modification of the preliminary plat, CITY agrees to extend the completion date of the sewer extension to December 31, 2009.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

1. The Annexation Agreement dated September 10, 2007 is amended as follows:

A. The Site Layout Plan attached as Exhibit “G” to the Annexation Agreement will be modified to provide a secondary access for Phase One between the eastern cul-de-sac road and California Road. When the Future Phase is constructed, that access road will be redirected to connect with one of the roads in the Future Phase.

B. Paragraph 9A is amended by deleting 2008 and substituting 2009 in the first and third paragraphs.

C. Paragraph 9C(1) is amended to read as follows:

At the earlier to occur of either CITY approving the final plats or
December 31, 2009, the following shall be due and payable:

D. The final plat for Phase One shall be in substantial conformity with the modified Site Layout Plan.

2. All of the terms and conditions of the Annexation Agreement shall remain in full force and effect.

CITY OF PEKIN, ILLINOIS

By: _____
LLC, an
R. David Tebben, Mayor

Attest:

By: _____
Sue McMillan, City Clerk
INVESTMENTS, LLC,
Company

OWNERS:

WEDGE DEVELOPMENT,

Illinois Limited Liability Company

By: _____
Its General Manager

VETERANS DRIVE

An Illinois Limited Liability

By: _____
Its General Manager

LETROUT LAND TRUST

By: _____
Trustee

33 - 07/08
RESOLUTION No. _____

February 25, 2008
PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

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



SIGNED BY _____

MAYOR.

PRELIMINARY PLAT CHECKLIST

Subdivision (Project) Name Briar Ridge Subdivision

Developer/Owner Wedge Development, LLC

Developer Address 2956 Court Street

Developer Phone # (309)347-5984

Developer Contact Person Bill Leman

Engineer/Architect Zumwalt & Associates, Inc.

CEJ
1-3-08

Required Information - Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
A. IDENTIFICATION AND DESCRIPTION 10-4-4					
1.	Legal Description A	✓		OK	OK
2.	Subdivider (Proprietor Status) & Engineer	✓		OK	OK
3.	1"=100' Minimum Acceptable Scale	✓ 1"=100'		OK	OK
4.	Date and North Arrow	✓		OK	OK
B. Existing Conditions 402.4 10-4-4-D					
1.	Location Map (not less than 1"=1,000')	✓		OK	OK
2.	Boundary Survey, Dimension, Section and Corporation Lines	not shown		OK	OK
3.	Property Lines of Adjacent Tracts & Zoning Classification	partial		OK	OK
4.	Existing Platted Street (location, width and names)	✓		OK	OK
5.	Location of Existing Underground Utilities (i.e. sewers and water mains)	only on B.Wing		NONE	NA
6.	Creeks or Surface Drains with 500' and Statement on Drainage Areas	show areas		"Need Statement"	N/A
7.	Contour Interval of not more than 2'	✓		OK	N/A
8.	Wetlands	N/A?		N/A	N/A
9.	Floodplain	N/A		N/A	N/A
10.	Mines	N/A		N/A	N/A
C. General Planning Considerations 10-4-2 A thru E					
1.	Zoning Classification Request	✓		Existing by Annexation	N/A
2.	Schools, Open Space	✓		NOTE #1	N/A
3.	Relationship to Major Thoroughfares	✓ #A		NOTE #2	N/A
4.	Master Plan or Other Plan Conformity	✓		OK	N/A

5.	Preservation of Natural Features	<i>0.1. H of A</i>		OK	OK
D. Proposed Conditions 10-4-4-E					
1.	Street Names, ROW and Connections	<i>✓</i>		OK	OK
2.	Lot Layout, Dimension, Number and Setbacks	<i>Front shown</i>		OK	OK
3.	Lots for Public or Common Use	<i>✓</i>		SEE NOTE #1	NA
4.	"Excepted" Parcels on Plat	<i>✓</i>		NONE	NA
5.	Sewage Disposal System Indication	<i>✓</i>		NOTE #3	NA
6.	Water Supply System Indication	<i>✓</i>		NOTE #4	NOTE
7.	Storm Drainage and Retention Indication	<i>and cables of final design</i>		NOTE #5	NA
8.	General Layout of Overall Plan	<i>good</i>		Phase #1 OK	NA
9.	Certificates	<i>✓</i>		OK	NA
Code Enforcement Comments: "Need statement on existing drainage for entire area"					
#1) Who holds title and who maintains all outlets and open space?					
#2) Proposed Veterans drive will have limited access points as per drawing.					
#3) Forced main location puts some lines very deep					
#4) All water mains must be looped #5 Will need calculations for detention areas					
Public Works Comments:					
Reiterate the need to loop water lines					
#A - show how entrance is tied to CALIFORNIA RD/Veterans Dr.					
City Engineer Comments:					
Fire Chief Comments: Hydrant mains must be looped. Hydrants must be spaced as per 400'-500' between hydrants					
Other Comments:					

PRELIMINARY PLAT

FOR

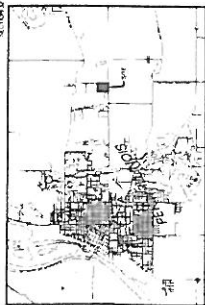
BRIAR RIDGE SUBDIVISION

A PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 32 T26N R4W OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS

LEGAL DESCRIPTION

THE PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 32, T26N R4W OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS, AS SHOWN ON THE ATTACHED MAP, IS HEREBY SUBDIVIDED INTO 32 LOTS, AS SHOWN ON THE ATTACHED MAP, AND THE FOLLOWING ARE THE DIMENSIONS OF THE LOTS:

LOT 1: 1/4 ACRES
LOT 2: 1/4 ACRES
LOT 3: 1/4 ACRES
LOT 4: 1/4 ACRES
LOT 5: 1/4 ACRES
LOT 6: 1/4 ACRES
LOT 7: 1/4 ACRES
LOT 8: 1/4 ACRES
LOT 9: 1/4 ACRES
LOT 10: 1/4 ACRES
LOT 11: 1/4 ACRES
LOT 12: 1/4 ACRES
LOT 13: 1/4 ACRES
LOT 14: 1/4 ACRES
LOT 15: 1/4 ACRES
LOT 16: 1/4 ACRES
LOT 17: 1/4 ACRES
LOT 18: 1/4 ACRES
LOT 19: 1/4 ACRES
LOT 20: 1/4 ACRES
LOT 21: 1/4 ACRES
LOT 22: 1/4 ACRES
LOT 23: 1/4 ACRES
LOT 24: 1/4 ACRES
LOT 25: 1/4 ACRES
LOT 26: 1/4 ACRES
LOT 27: 1/4 ACRES
LOT 28: 1/4 ACRES
LOT 29: 1/4 ACRES
LOT 30: 1/4 ACRES
LOT 31: 1/4 ACRES
LOT 32: 1/4 ACRES



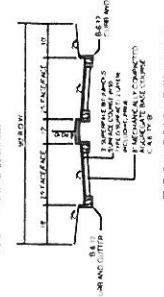
SITE LOCATION MAP

GENERAL NOTES

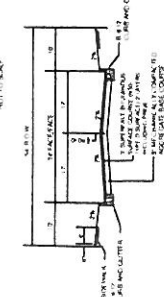
1. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
2. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
3. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
4. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
5. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
6. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
7. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
8. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
9. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
10. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
11. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
12. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
13. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
14. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
15. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
16. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
17. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
18. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
19. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
20. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
21. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
22. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
23. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
24. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
25. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
26. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
27. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
28. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
29. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
30. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
31. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.
32. THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.

LEGEND

- 1. PROPOSED SINGLE FAMILY LOT
- 2. PROPOSED SINGLE FAMILY LOT
- 3. PROPOSED SINGLE FAMILY LOT
- 4. PROPOSED SINGLE FAMILY LOT
- 5. PROPOSED SINGLE FAMILY LOT
- 6. PROPOSED SINGLE FAMILY LOT
- 7. PROPOSED SINGLE FAMILY LOT
- 8. PROPOSED SINGLE FAMILY LOT
- 9. PROPOSED SINGLE FAMILY LOT
- 10. PROPOSED SINGLE FAMILY LOT
- 11. PROPOSED SINGLE FAMILY LOT
- 12. PROPOSED SINGLE FAMILY LOT
- 13. PROPOSED SINGLE FAMILY LOT
- 14. PROPOSED SINGLE FAMILY LOT
- 15. PROPOSED SINGLE FAMILY LOT
- 16. PROPOSED SINGLE FAMILY LOT
- 17. PROPOSED SINGLE FAMILY LOT
- 18. PROPOSED SINGLE FAMILY LOT
- 19. PROPOSED SINGLE FAMILY LOT
- 20. PROPOSED SINGLE FAMILY LOT
- 21. PROPOSED SINGLE FAMILY LOT
- 22. PROPOSED SINGLE FAMILY LOT
- 23. PROPOSED SINGLE FAMILY LOT
- 24. PROPOSED SINGLE FAMILY LOT
- 25. PROPOSED SINGLE FAMILY LOT
- 26. PROPOSED SINGLE FAMILY LOT
- 27. PROPOSED SINGLE FAMILY LOT
- 28. PROPOSED SINGLE FAMILY LOT
- 29. PROPOSED SINGLE FAMILY LOT
- 30. PROPOSED SINGLE FAMILY LOT
- 31. PROPOSED SINGLE FAMILY LOT
- 32. PROPOSED SINGLE FAMILY LOT



TYPICAL ROAD SECTION A-A



TYPICAL ROAD SECTION B-B

THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.

THE DIMENSIONS OF THE LOTS ARE AS SHOWN ON THE ATTACHED MAP.

SCALE 1"=100'

PROPOSED VETERANS DRIVE ROW

CALIFORNIA AVENUE

FUTURE DEVELOPMENT

ZUMWALT & ASSOCIATES, INC.
PROFESSIONAL ENGINEER - REGISTERED LAND SURVEYORS
1000 N. W. 10TH AVE., SUITE 100
MIAMI, FL 33136
TEL: 305.575.1234
FAX: 305.575.1235
E-MAIL: ZUMWALT@ZUMWALT.COM

PRELIMINARY PLAT

BRIAR RIDGE SUBDIVISION

1/1

1/1

Pekin Planning Commission
January 9, 2008

HEARING #08-1756

The Pekin Planning Commission recommends to Approve the Preliminary Plat for Briar Ridge Subdivision currently zoned as follows Lot 1/B-1 (Local Business District); Lot 2/RM-3 (Multiple Family residential); Lots 5-13, 16-26/R-1 (Single Family Residential); Lots 3, 4, 14, 15, 27-38/RV-1 (Multiple Family Residential) to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

LEGAL DESCRIPTION

A PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 32, T25N, R4W, 3RD PM, TAZAWELL COUNTY, ILLINOIS
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SAID SECTION 32; THENCE N89°47'01"W
ALONG THE SOUTH LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32, A DISTANCE OF 1322.46 FEET TO
THE SOUTHWEST CORNER OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32; THENCE N00°35'43"W ALONG
THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32, A DISTANCE OF 87.30 FEET TO THE NORTH
R.O.W. LINE OF BROADWAY ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;
THENCE CONTINUING N00°35'43"W ALONG THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION
32, A DISTANCE OF 1110.25 FEET; THENCE S89°52'17"E, A DISTANCE OF 214.25 FEET; THENCE N55°07'29"E, A
DISTANCE OF 79.53 FEET; THENCE S74°19'22"E, A DISTANCE OF 273.58 FEET; THENCE N88°33'54"E, A
DISTANCE OF 129.19 FEET; THENCE N61°40'19"E, A DISTANCE OF 263.35 FEET; THENCE S83°32'42"E, A
DISTANCE OF 87.05 FEET; THENCE N55°31'10"E, A DISTANCE OF 179.34 FEET; THENCE N68°45'39"E, A
DISTANCE OF 187.03 FEET TO THE EAST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32; THENCE
S00°52'40"E ALONG THE EAST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32, A DISTANCE OF 878.32
FEET; THENCE N89°56'09"W, A DISTANCE OF 300.40 FEET; THENCE S00°52'40"E, A DISTANCE OF 506.37 FEET
TO THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD; THENCE N89°55'03"W ALONG THE NORTH R.O.W.
LINE OF SAID BROADWAY ROAD, A DISTANCE OF 253.12 FEET; THENCE N88°13'51"W ALONG THE NORTH
R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 203.74 FEET; THENCE N57°00'13"W ALONG THE
NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 55.16 FEET; THENCE N89°55'10"W ALONG
THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 99.61 FEET; THENCE S73°27'21"W
ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 99.39 FEET; THENCE
N88°48'47"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 323.94 FEET TO
THE POINT OF BEGINNING CONTAINING 32.10 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE
COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

ORDINANCE NO.
AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY

WHEREAS, HARLAN D. BESSLER, is the owner of the parcel herein described, hereinafter referred to as “Petitioner”, and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of A-1 (Agricultural Preserve District) to R-1 (Single Family Residential District) ; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on January 30, 2008, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on February 13, 2008, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

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

Lot 99 in COUNTRY CLUB ESTATES SUBDIVISION NO. 6, a subdivision in Groveland Township, Tazewell County, Illinois, as shown by Plat recorded in Plat Book “V”, Page 249 in the Office of the Recorder of Deeds of Tazewell County, Illinois.

Tax I.D. No: 05-05-32-102-013

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 _____, 2008; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2512-06/07

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

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

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

PIN: 05-05-32-102-013

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

and

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

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

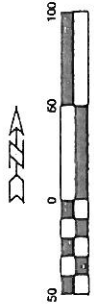
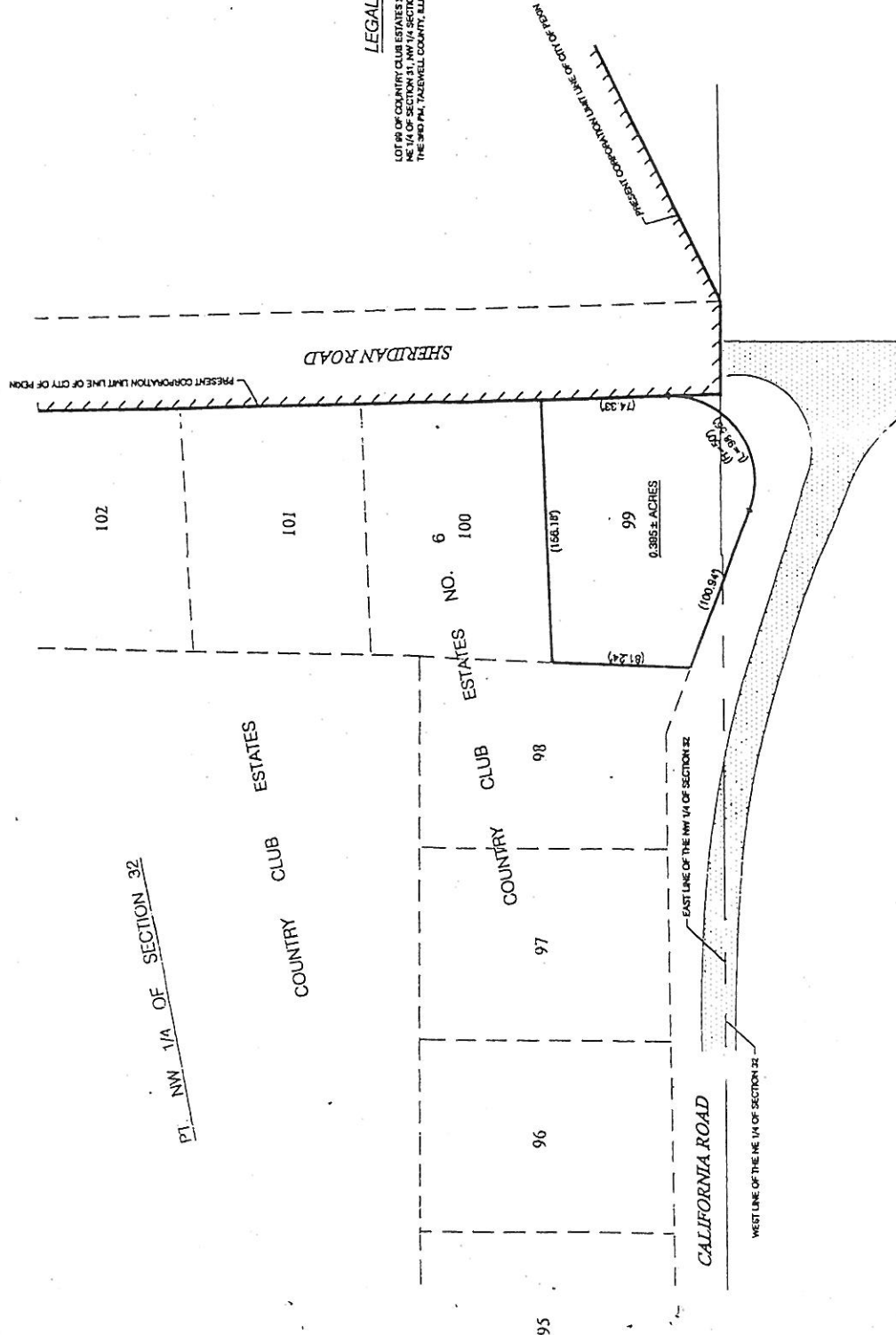
WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

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

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

LEGAL DESCRIPTION

LOT 99 OF COUNTRY CLUB ESTATES SUBDIVISION NO. 6, BEING A SUBDIVISION OF PARTS OF THE NE 1/4 OF SECTION 31, NW 1/4 SECTION 32 AND THE NE 1/4 OF SECTION 32, ALL IN T25N, R4W OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS.



STATE OF ILLINOIS }
COUNTY OF PEORIA }
WE, ZUMWALT & ASSOCIATES, INC., DO HEREBY CERTIFY THAT WE HAVE PREPARED AN ANNEXATION PLAT OF LOT 99 OF COUNTRY CLUB ESTATES SUBDIVISION NO. 6, BEING A SUBDIVISION OF PARTS OF THE NE 1/4 OF SECTION 31, NW 1/4 SECTION 32 AND THE NE 1/4 OF SECTION 32, ALL IN T25N, R4W OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS, AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS DRAWN TO A SCALE OF 1" = 50'.
DATED THIS 27TH DAY OF NOVEMBER 2006, A.D.



ZUMWALT & ASSOCIATES, INC.

BY: *[Signature]*
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2248

ZUMWALT & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
140 W. OLYMPIA DRIVE
PEORIA, ILLINOIS 61613-1057
PHONE: 309.693.1574

APPROVED BY: *[Signature]*
PLAT EVIDENCE

ANNEXATION PLAT
FOR
CITY OF PEORIA, IL

RESOLUTION No. _____

34 - 07/08

PEKIN, ILLINOIS, _____
February 25, 2008

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Preliminary Plat Deerfield Estates Section 5 is hereby approved subject to

Annexation and zoning R-2.



SIGNED BY _____

MAYOR.

PRELIMINARY PLAT CHECKLIST

Subdivision (Project) Name Deerfield Extension #5 28 Lot

Developer/Owner Marvin Spiczka/ Rick Evans

Developer Address 3760 Cole Hollow Road, Pekin

Developer Phone # _____

Developer Contact Person Marvin Spiczka

Engineer/Architect Christopher Burke Engineering, LTD

Handwritten notes:
JCS
2/1/2008
CEY
2-1-2008

Required Information – Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
A. IDENTIFICATION AND DESCRIPTION 10-4-4					
1.	Legal Description A	✓		OK	✓
2.	Subdivider (Proprietor Status) & Engineer	✓		OK	✓
3.	1"=100' Minimum Acceptable Scale	✓		OK	✓
4.	Date and North Arrow	✓		OK	✓
B. Existing Conditions 402.4 10-4-4-D					
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	✓		OK	✓
4.	Existing Platted Street (location, width and names)	✓		OK	✓
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	✓		NOTE #1	✓
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	✓
C. General Planning Considerations 10-4-2 A thru E					
1.	Zoning Classification Request	✓		R-2	✓
2.	Schools, Open Space	ABUTS EXISTING SCHOOLS & PARK		NONE	✓
3.	Relationship to Major Thoroughfares	CLOSE TO S ST		NOTE #2	✓
4.	Master Plan or Other Plan Conformity	CONTINUATION OF EXISTING SUBDIV.		NOTE #3	✓

5.	Preservation of Natural Features	✓		Yes	✓
D. Proposed Conditions 10-4-4-E					
1.	Street Names, ROW and Connections	✓		OK	SEE NOTES
2.	Lot Layout, Dimension, Number and Setbacks	✓		OK	✓
3.	Lots for Public or Common Use	N/A		NONE	✓
4.	"Excepted" Parcels on Plat	N/A		NONE	✓
5.	Sewage Disposal System Indication	✓		OK	✓
6.	Water Supply System Indication	✓		OK	SEE NOTES
7.	Storm Drainage and Retention Indication	TO BE SHOWN ON CONST DWS		NOTE #4	✓
8.	General Layout of Overall Plan	✓		GOOD	✓
9.	Certificates	✓		OK	✓

Code Enforcement Comments:

- #1. May need a statement on new retention drainage if dumping into existing ditch or retention area in existing development.
- #2. Deerfield is tied into S. 5th Street and Whitetail will eventually tie into Petri Lane, which has been built wider to accept traffic flow and will eventually tie into 14th Street. Also a temporary gravel road must/will be installed and maintained from Whitetail to Petri for access of heavy construction equipment and deliveries of materials into the new subdivision.
- #3. Fits the updated Comprehensive Plan, which shows more residential development in this area along with some multi-family development.
- #4. Indication on retention area on this preliminary plan will be relocated on construction drawings to better fit any new developments to the south and east.

Public Works Comments:

City Engineer Comments:

Fire Chief Comments:

The temporary road to Petri Lane must be maintained to standards at all for emergency entrance and egress.
Fire hydrants spacing must be spaced 500' or less apart.

ORDINANCE NO.
AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY

WHEREAS, TAZWOOD MENTAL HEALTH CENTER INC., is the owner of the parcel herein described, hereinafter referred to as “Petitioner”, and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

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

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on January 30, 2008, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on February 13, 2008, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

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

A part of Lot 8 of Pekin Plaza Extension Number One, a subdivision of part of the East Half of the Northwest Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, as shown on plat recorded in Plat Book “BBB”, Page 6, more particularly described as follows: The Westerly 260 feet of

the Northerly 125 feet of said Lot 8, situated in Tazewell County, Illinois. (See attached Plat).

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 _____, 2008; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2008.

MAYOR

ATTEST:

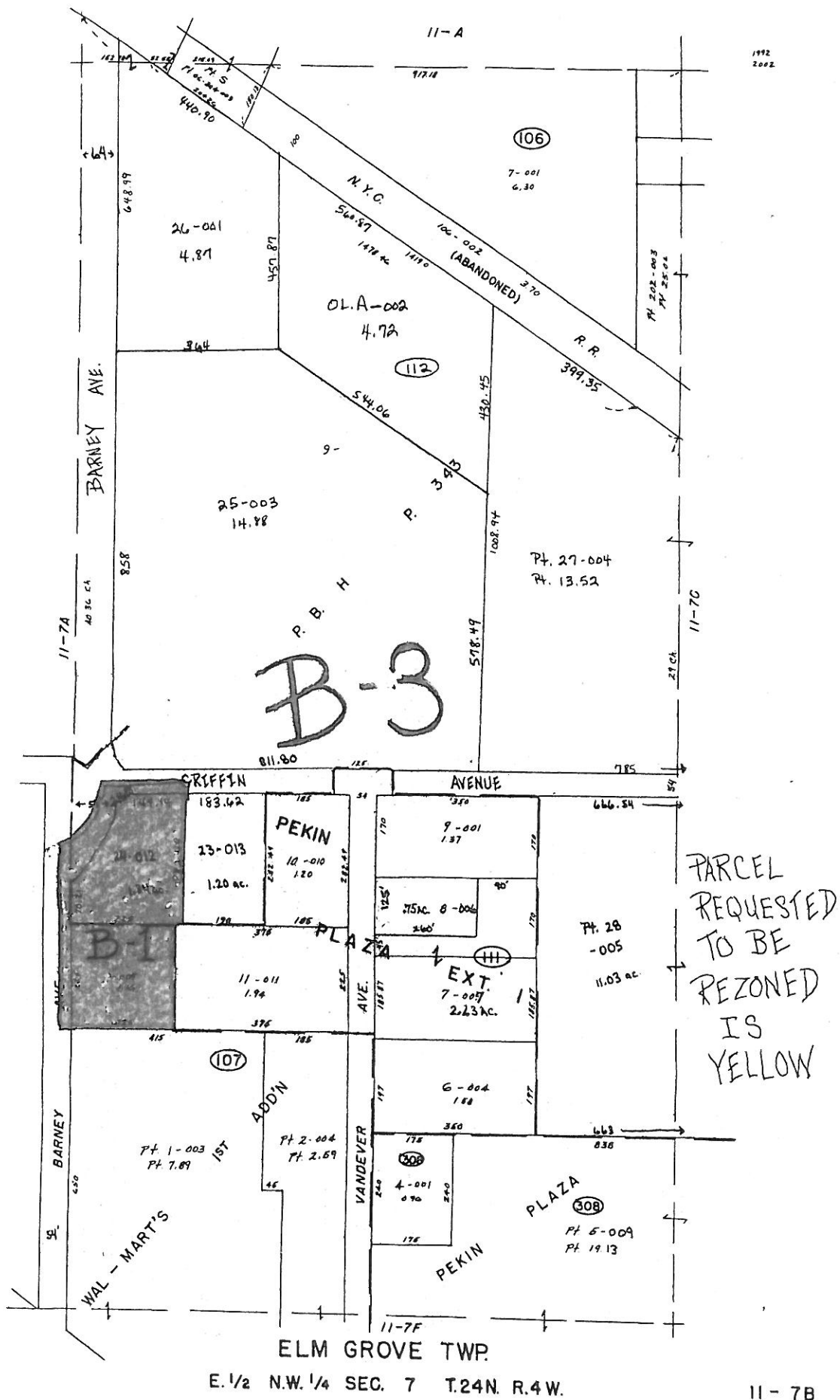
CITY CLERK

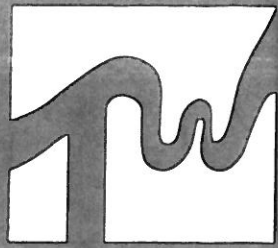
**SITE PLAN CHECKLIST
For Rezoning**

Developer Name **TAZWOOD MENTAL HEALTH CENTER**
Developer Address **3248 VANDEVER AVENUE**
Developer Phone # **347-5522**
Contact Person **MIKAEL POLSON, CEO**
Subdivision Name **PEKIN PLAZA EXT. #1**

Handwritten: 2/1/08
Signature: [Signature]

Required Information – Approval Dates		Public Works Director	City Engineer	Code Enforcement	Other as Needed
1.	Subdivision Name and Lot Number	✓		OK	
2.	Legal Description	✓		OK	
3.	1"=100' Minimum Acceptable Scale	✓		OK	
4.	Date and North Arrow	✓		OK	
5.	Public Access	✓		YES	
6.	Lot Layouts, Dimensions, and Setbacks	✓		OK	
7.	Easements	✓		SHOWN	
8.	Setback Compliance for Requested Zoning	✓		NOTE #1	
9.	Previous Zoning	B-3		B-3	
10.	Enterprise Zone Area	N/A		N/A	
11.	TIF Area	N/A		N/A	
12.	HUD Entitlement Area	N/A		N/A	
13.	Street Address (for single lot changes)	TBD		NOTE #2	
14.	Property abuts residential district or is across the street from residential district.	No		NO	
Public Works Comments:					
City Engineer Comments:					
Code Enforcement Comments:					
#1 Setback on new Facility if re-zoning is granted would be 10' on all sides.					
#2 Address of new facility would be assigned 3246 Vandever Avenue.					
Other Comments:					





Tazwood

MENTAL HEALTH CENTER INC.

January 10, 2008

Administration
3248 Vandever Ave.
Pekin, Illinois 61554
309-347-5579
Fax 309-347-4264

Ronald Sieh
Code Enforcement Officer
City of Pekin

Satellite Offices
Pekin Clinic
3248 Vandever Ave.
Pekin, Illinois 61554
309-347-5522
Fax 309-347-7302

Dear Ron,

PS R.
3248 Vandever Ave.
Pekin, Illinois 61554
309-347-1634
Fax 309-347-1674

East Peoria Clinic
East Peoria Professional Bldg.
100 N. Main St. Suite L100
East Peoria, Illinois 61611
309-694-6462
Fax 309-694-7812

Eureka Clinic
109 E. Eureka
Eureka, Illinois 61530
309-467-3770
Fax 309-467-5356

Tazwood Mental Health Center Inc. has been awarded \$1.87 million dollars from the Department of Housing and Urban Development for a fifteen (15) unit, permanent housing complex for the seriously mentally ill residents of Tazewell County. Bill Griffin is the owner of the property and has agreed to sell and rezone the property. The property is located next to our existing office building on Vandever Ave., Pekin. The new address for the complex will be 3246 Vandever Ave. Pekin, Illinois. It is my understanding that the parcel of land is presently zoned B-3 and we would need to be rezoned to a B-1.

At this time I am requesting that Tazwood be placed on the February agenda to discuss the rezoning and for approval. I have attached fifteen (15) copies of the Zoning Site Plan and have attached the required \$85.00. If we are missing anything for the meeting please give me a call at 309-347-5579 (w) or my cell 309-241-1607. Thank you for your help in this matter.

Sincerely,

Michael Polson CEO
Tazwood Mental Health Center Inc.



To Whom It May Concern,

1-16-07

I am submitting a letter stating I
will be operating a child care center
in my home. I will be licensed with
D.C.F.S. The days of operation will be
Monday - Friday 7:30^{a.m.} - 5:30 p.m.
my address is 423 Charles Park, Ill.

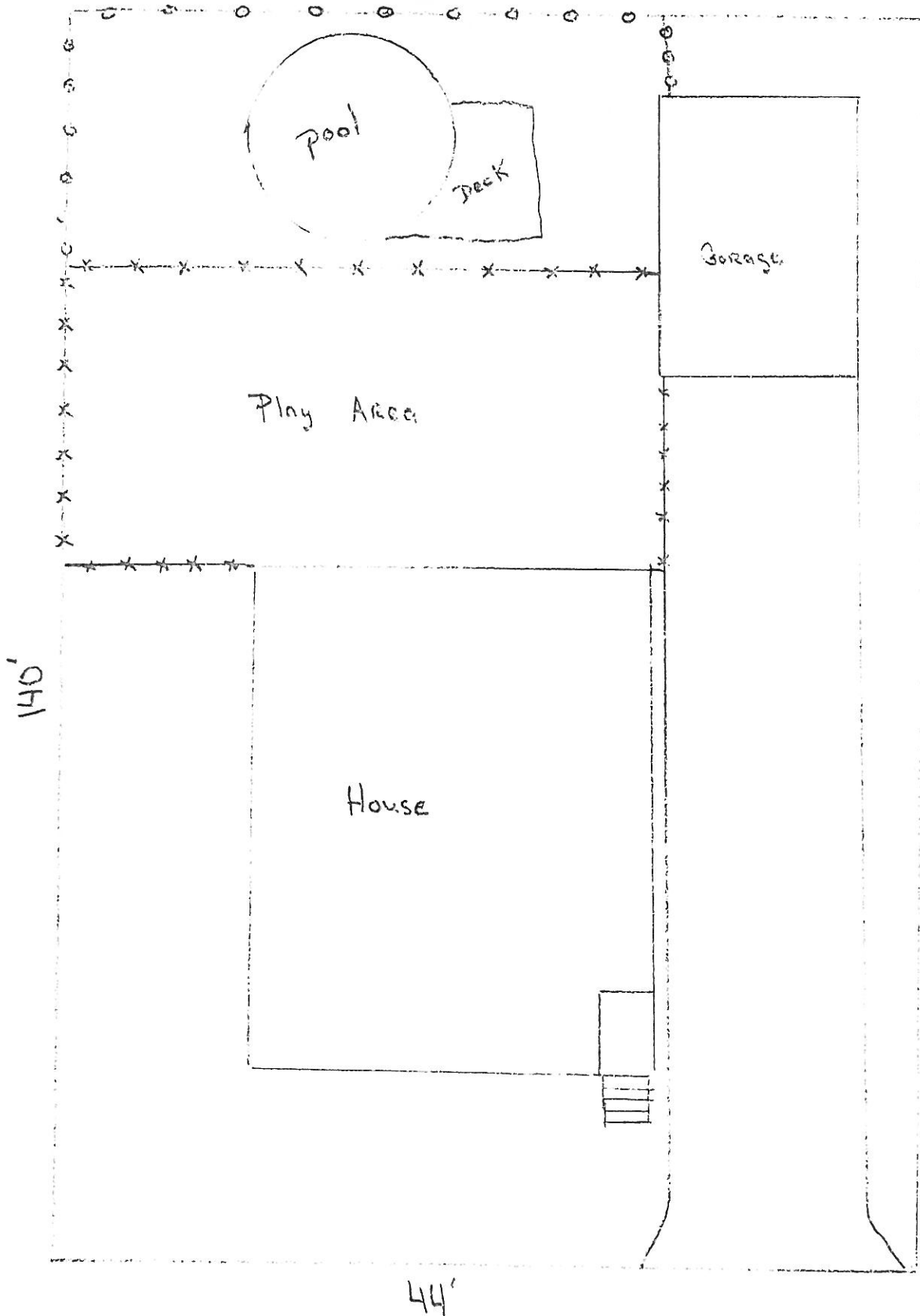
Thank you.

Annie Black

353-5033

CC11- 840- 0330

x x x chain link fence
o o o privacy fence



423 Charles

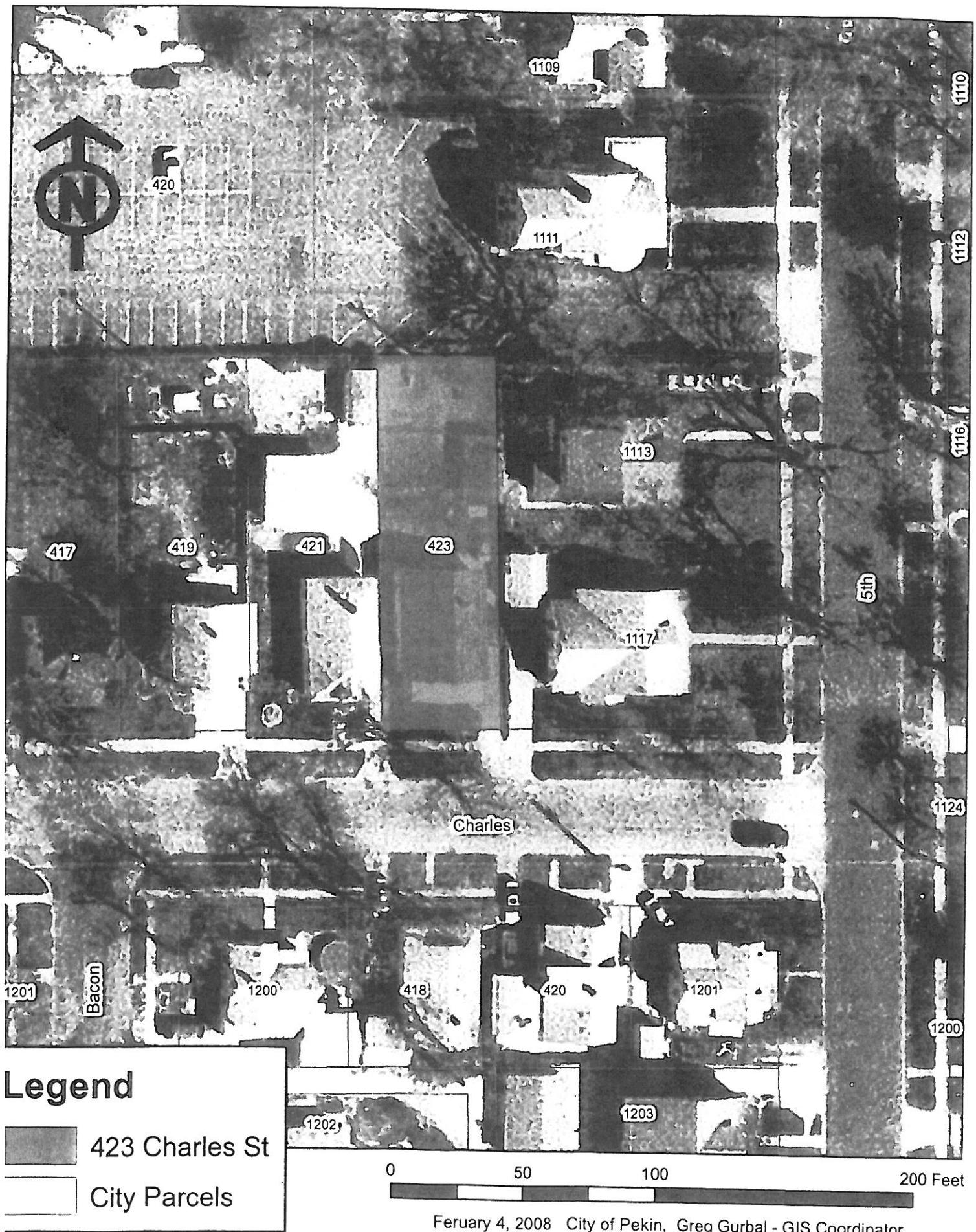
5. The residence does not house persons for the purpose of drug or alcohol shelter or rehabilitation.

9-4A-3: **SPECIAL USES:** The following uses may be permitted, subject to the conditions hereinafter imposed for each use and subject, further, 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:

- A. Churches and other facilities normally incidental thereto subject to the following conditions:
 1. Buildings of greater than the maximum height allowed in Section 9-9-1 of this Title, "Schedule of Regulations", may be allowed, provided front, side and rear yards are increased above the minimum required yards by one foot (1') of building height that exceeds the maximum height allowed.
 2. All access to the site shall be in accordance with subsection 9-10-12B of this Title.
- B. Public, parochial and private intermediate and/or secondary schools offering courses in general education, not operated for profit. Access to the site shall be in accordance with subsection 9-10-12B of this Title.
- C. Utility and public service buildings and uses (without storage yards) when operating requirements necessitate the locating of said building within the district in order to serve the immediate vicinity.
- D. Care Facilities:
 1. Home Day Care.
 - a. Purpose: To encourage the convenient location of Child Care Service uses throughout the City where compatible with surrounding land uses and development.
 - b. Home day care shall be subject to the following conditions:
 1. A State of Illinois day care license is required prior to applying for a special use permit under this section.

- 2 Any Special Use Permit authorized under this paragraph shall be issued by the Inspections Department, and must be renewed annually by the applicant. At any time the applicant ceases to use said Special Use Permit for the premises authorized; said Special use Permit shall lapse and become void. The Inspections Department may provide further rules and regulations and/or fees to be charged to an applicant to obtain a permit.
 - 3 Any subsequent ordinance changes must be complied with to receive renewal of the permit.
 - 4 Outdoor play is permitted only between 8:00 A.M. and dusk.
 - 5 Play equipment is not permitted in front yards.
 - 6 Play equipment in a side yard is permitted if the adjoining neighbor(s) do not object. Upon renewal of special use where side yard play equipment was previously permitted, the objection of the neighbors shall not automatically bar the use of play equipment in a side yard.
 - 7 Secure fencing is required around outdoor play areas.
 - 8 Loading and unloading areas for children shall provide safety and not cause traffic congestion.
 - 9 The City Council may impose additional conditions to provide for the peaceful enjoyment and safety of the surrounding neighborhood.
 - 10 The requirement of Section 9-4A-2-B-1-a,b,c,d,e,f shall also apply.
2. Nursery schools and day care centers (not including dormitories), providing the following conditions are met:
- a. For each child so cared for, there shall be provided and maintained a minimum of one hundred fifty (150) square feet of outdoor play area. Such play space shall have a total minimum area of not less than five thousand (5,000) square feet and shall be fenced and screened from any adjoining lot in any residential district.

423 Charles St





REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Recommend Acceptance of Bids – ADA

AGENDA DATE REQUESTED: February 25th, 2008

ACTION REQUESTED: Approval of recommendation to accept bid from C&G Concrete Construction Company Inc. to perform sidewalk construction at multiple locations throughout the City of Pekin.

BACKGROUND: To provide ADA compliant sidewalks complete with ramps and detectable warning pads for the citizens of the City of Pekin.

FINANCIAL IMPACT: \$0 Project to be federally funded through the HUD organization.

NEIGHBORHOOD CONCERNS: Construction and destruction including ground excavation, pavement removal, retaining wall erection, and sidewalk installation. In addition the temporary closure of street lanes, driveways, and business entrances at various locations throughout the city of Pekin.

IMPACT IF APPROVED: Heavily trafficked pedestrian routes in the City of Pekin will be compliant with ADA sidewalk standards and provide safe and secure mode of transportation.

IMPACT IF DENIED: Federal funds will be lost and large areas of heavily trafficked pedestrian routes will not be in compliance with ADA standards leaving pedestrians vulnerable.

ALTERNATIVES: Have the City of Pekin and Citizens split the cost of sidewalk construction.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe Community & Strong Foundation

Item No	Items			Estimate		C&G Concrete		IL Civil Contractors		R.A. Cullinan Inc	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	DEMOLITION										
1	Pavement Removal	SF	21264	\$2.00	\$42,528.00	\$1.50	\$31,896.00	\$1.95	\$41,464.80	\$1.87	\$39,763.68
2	Curb Removal (saw cutting)	LF	565	\$8.00	\$4,520.00	\$12.00	\$6,780.00	\$8.90	\$5,028.50	\$15.21	\$8,593.65
3	Excavation	CY	378	\$14.00	\$5,292.00	\$30.00	\$11,340.00	\$24.70	\$9,336.60	\$25.87	\$9,778.86
	CONSTRUCTION										
1	PCC Sidewalk/Ramp 4"	SF	18267	\$8.00	\$146,136.00	\$4.25	\$77,634.75	\$4.45	\$81,288.15	\$6.32	\$115,447.44
2	PCC Sidewalk/Ramp 6"	SF	14033	\$8.00	\$112,264.00	\$5.25	\$73,673.25	\$5.55	\$77,883.15	\$7.07	\$99,213.31
3	PCC Curb Replacement (For curbs that could not be saw cut)	LF	565	\$30.00	\$16,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Aggregate Base Course	TONS	211	\$22.00	\$4,642.00	\$10.00	\$2,110.00	\$33.90	\$7,152.90	\$24.59	\$5,188.49
5	Pavement Patching	SY	67	\$65.00	\$4,355.00	\$10.00	\$670.00	\$89.90	\$6,023.30	\$34.06	\$2,282.02
6	Detectable Warning Surface	SF	526	\$40.00	\$21,040.00	\$50.00	\$26,300.00	\$34.50	\$18,147.00	\$32.03	\$16,847.78
7	Retaining Wall	LF	483	\$52.00	\$25,116.00	\$30.00	\$14,490.00	\$39.20	\$18,933.60	\$14.80	\$7,148.40
8	Asphalt 4" thick & CA-6 Material Compacted	SF	600	\$30.00	\$18,000.00	\$5.50	\$3,300.00	\$10.40	\$6,240.00	\$3.25	\$1,950.00
	Additional Items										
1	Removal of curb that can't be saw cut	LF	as needed	\$8.00		\$5.00		\$11.00		\$18.63	
2	Replacement of curb that can't be saw cut	LF	as needed	\$30.00		\$25.00		\$38.00		\$33.58	
	Totals				\$400,843.00		\$248,194.00		\$271,498.00		\$306,213.63
										Contractor	
										Bid Total	\$326,570.58

Notice to Bidders

RETURN WITH BID

Route _____

County _____

Local Agency _____

Section _____

Tazewell

Pekin

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of City Clerk

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

(address)

until 10 o'clock A M., 2/08/2008 Proposals will be opened and read publicly

at 10 o'clock A M., 2/08/2008 at the office of City Clerk

(date)

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

(address)

Description of Work

Name CDBG 2007 ADA SIDEWALK PROJECT Length _____ feet (_____ miles)

Location Multiple Locations at Derby St, James Field, 2nd & 3rd St, Broadway, 14th St, Downtown,

Proposed Improvement Install and Repair Sidewalks so that the meet ADA compliance

Bidders Instructions

1. Plans and proposal forms will be available in the office of 1.) City Clerk, 111 S. Capitol St., Pekin, IL
2.) There will be a mandatory pre-bid meeting on February 1st 2008 at 2:00 PM at Pekin City Hall Western Conference Room, 111 S. Capitol St, Pekin IL 61554. If a contractor requires site visits, they will be arranged at that time. All contractors interested in bidding this work must be in attendance and sign the attendance sheet. **Note: Prevailing Wage Rates will apply to all work and the Contractor shall conform to all Illinois and Federal Statutory requirements regarding labor.**
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
 - a. BLR 12210 - Contract Cover
 - b. BLR 12220 - Notice to Bidders
 - c. BLR 12221 - Contract Proposal
 - d. BLR 12222 - Contract Schedule of Prices
 - e. BLR 12223 - Signatures
 - f. BLR 12230 - Proposal Bid Bond (if applicable)
 - g. BLR 12325 - Certified Apprenticeship and Training Program

6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
8. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
9. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
10. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

By Order of

(Awarding Authority)

County Engineer/County Superintendent of Highways/Municipal Clerk

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Proposal

RETURN WITH BID

Route
County
Local Agency
Section

Tazewell
Pekin

1. Proposal of _____

for the improvement of the above section by the construction of CDBG 2007 ADA SIDEWALK PROJECT

Work involves the removal of existing sidewalk, pavement, curbs and the excavation of ground in order to install ADA compliant sidewalks, ramps and detectable warning pads. Sidewalks will be 4 feet wide and comprised of PCC pavement 4 inches thick for walkways and 6 inches thick when sidewalk installation occurs on a driveway. Construction will be preformed in multiple locations throughout Pekin, as indicated by the enclosed map.

_____ a total distance of _____ feet, of which a
distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by July 31st, 2008 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for contract Proposals, will be required. Bid Bonds [will] ~~will not~~ be allowed as proposal guaranties. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Pekin Treasurer of _____

the amount of the check is 5% of bid (_____)

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.

8. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

12. The undersigned submits herewith the schedule of prices on BLR 12222 covering the work to be performed under this contract.

City of Pekin
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 the "Supplemental Specifications and Recurring Special Provision," adopted January 1, 2007 (as indicated on the check sheet included herein), and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

The selected contractor shall supply the following to the municipality within one week of being selected.

- Certificate of insurance
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Complete list of all employees on payroll (Section 3 requirements)
- Written statement that if adding new employees to this contracted job, the new employee will be hired from government assisted housing or their household income falls below HUD's income limits (attached HUD income limits) (Section 3 requirement)
- Contact name and phone number for payroll related issues (Davis-Bacon requirements)
- Staging locations
- Start and completion dates

The following HUD requirements apply to this project: Davis-Bacon payroll certification and Section 3 Economic Opportunities. (Please see Community Development Director for questions on above listed HUD requirements – 478-5356 / Pamela Anderson)

PREVAILING WAGE:

Prevailing Wage Rates are subject to change dependent upon U.S. Department of Labor determination.

COMPLETION DATE:

All work shall be completed by July 31st 2008.

PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. City will consider allowing closure of the lanes to expedite job. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. The contractor is responsible for all traffic guidance or detours within his project area.

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work.

TRAFFIC CONTROL PLAN:

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

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the contract and no additional payment shall be allowed.

RIGHTS OF THE MUNICIPALITY:

The Municipality reserves the right to increase or decrease quantities at the unit price bid and/or delete any item completely.

MAILBOXES AND SIGNS:

Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

SEEDING:

Any seeding required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract.

Schedule of Prices

Route _____
 County Tazewell
 Local Agency Pekin
 Section _____

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
	Demolition				
1.	Pavement Removal*	SF	21264		
2.	Curb Removal**	LF	565		
3.	Excavation	CY	378		
	Construction				
1.	PCC Sidewalk/Ramp 4" Thick	SF	18267		
2.	PCC Sidewalk/Ramp 6" Thick	SF	14033		
3.	PCC Curb Replacement	LF	565		
4.	Aggregate Base Course	TONS	211		
5.	Pavement Patching	SY	67		
6.	Detectable Warning Surface	SF	526		
7.	Retaining Wall	LF	483		
8.	Asphalt 4" Thick & CA-6 Material Compact	SF	600		
	Additional Items				
1.	Removal of curb that can't be saw cut	LF	As Needed		
2.	Replacement of curb that can't be saw cut	LF	As Needed		
*	Pavement removal could be existing sidewalk, asphalt or pavement, parking lot or driveway. Thickness will vary but should not exceed 3"-5"				
**	Curb removal will mostly consist of saw cutting existing curb to match new ramp grade				
Carried forward from Page					
Page Total (To be carried forward to Page)					

Schedule of Prices

Route _____
County _____
Local Agency _____
Section _____

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

[illegible]

13. The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he will perform the work in accordance with the requirements of each individual proposal for the multiple bid specified in the schedule below.

Schedule of Multiple Bids

Combina- tion Letter	Sections Included in Combination	Total

Signatures

RETURN WITH BID

Route _____
County Tazewell
Local Agency Pekin
Section _____

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Insert
Names and
Addresses of
All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Insert
Names of
Officers



President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary

Proposal Bid Bond

RETURN WITH BID

Route _____
County Tazewell
Local Agency Pekin
Section _____

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name)

(Company Name)

By: _____
(Signature and Title)

By: _____
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

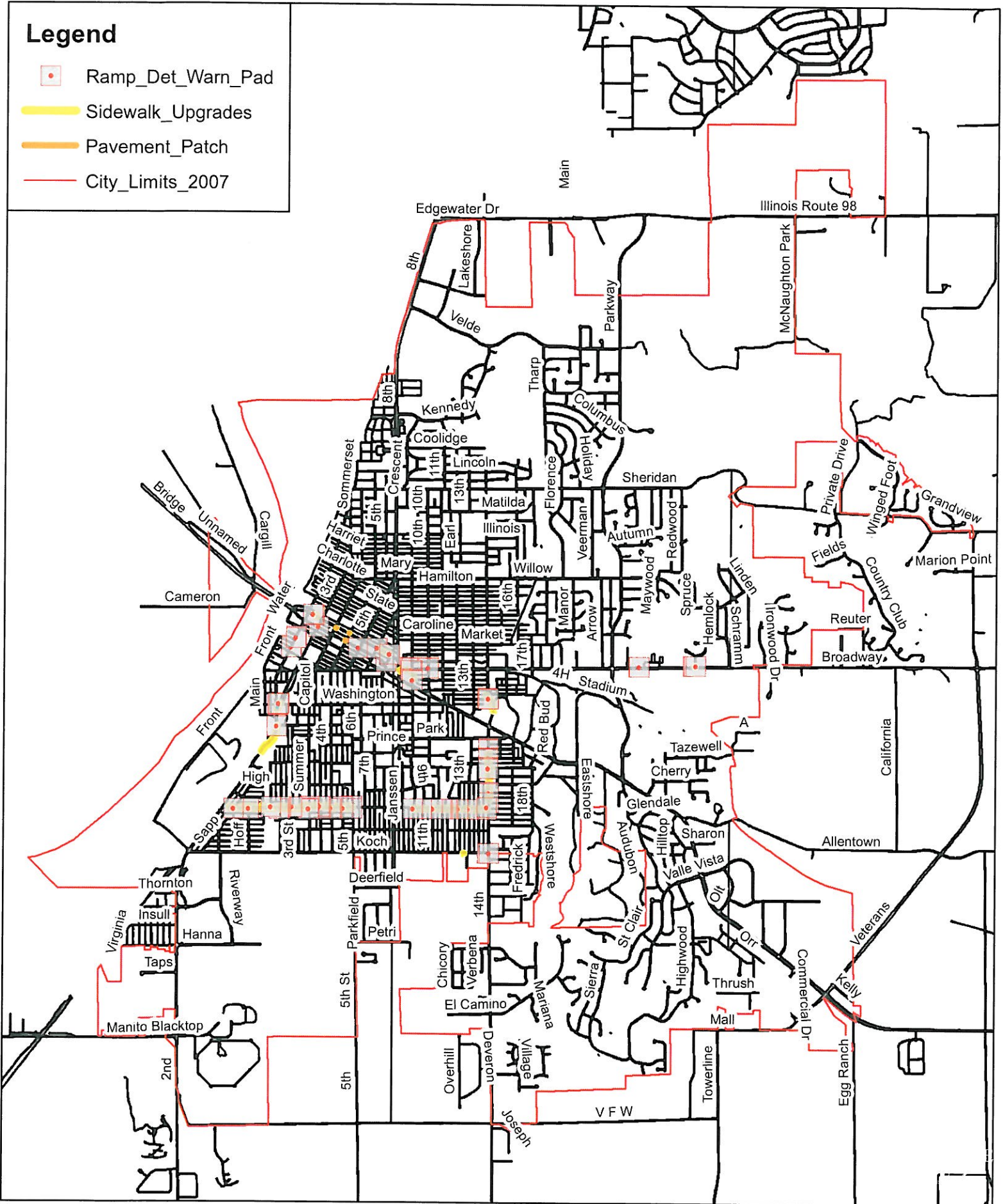
(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

City of Pekin

Legend

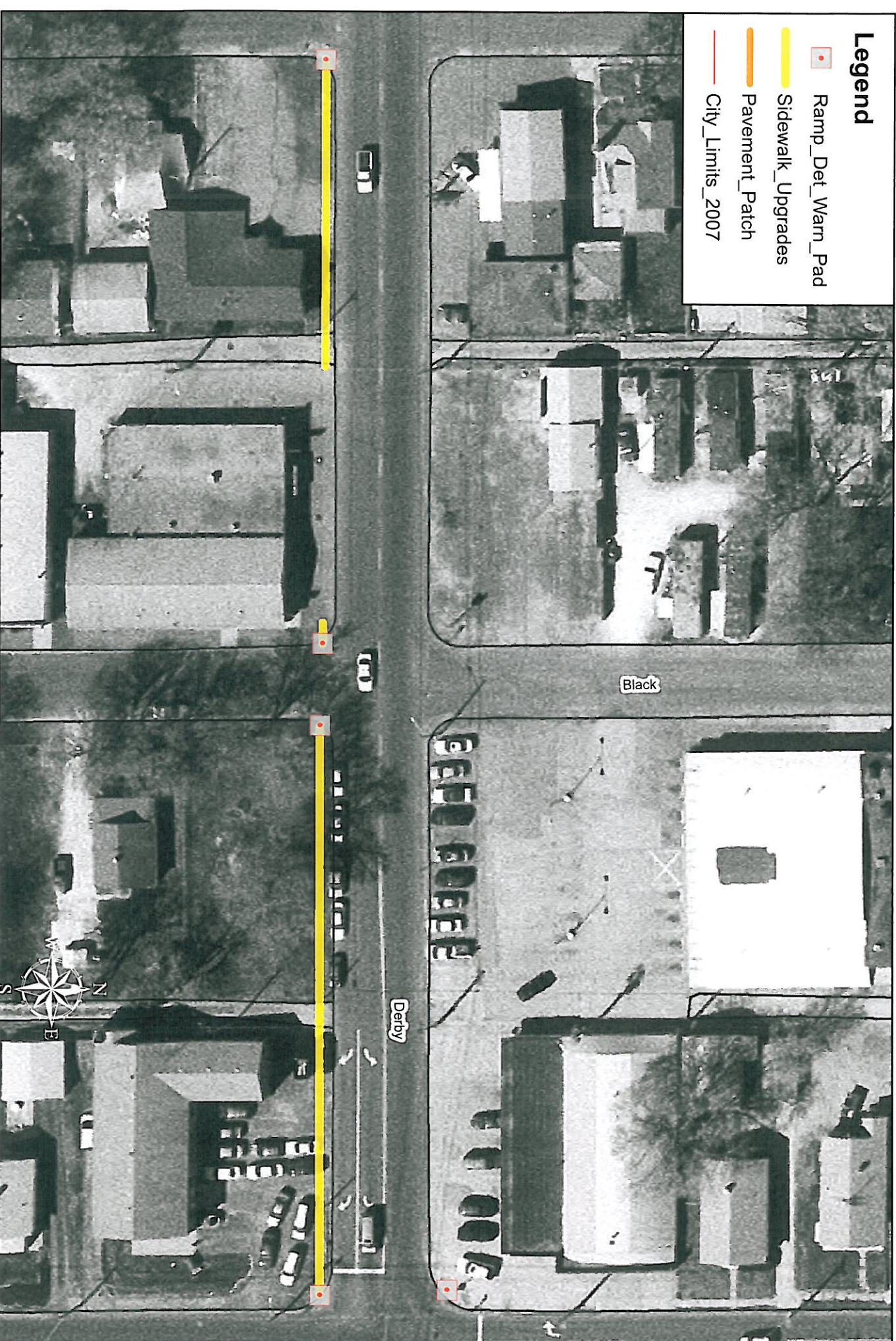
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



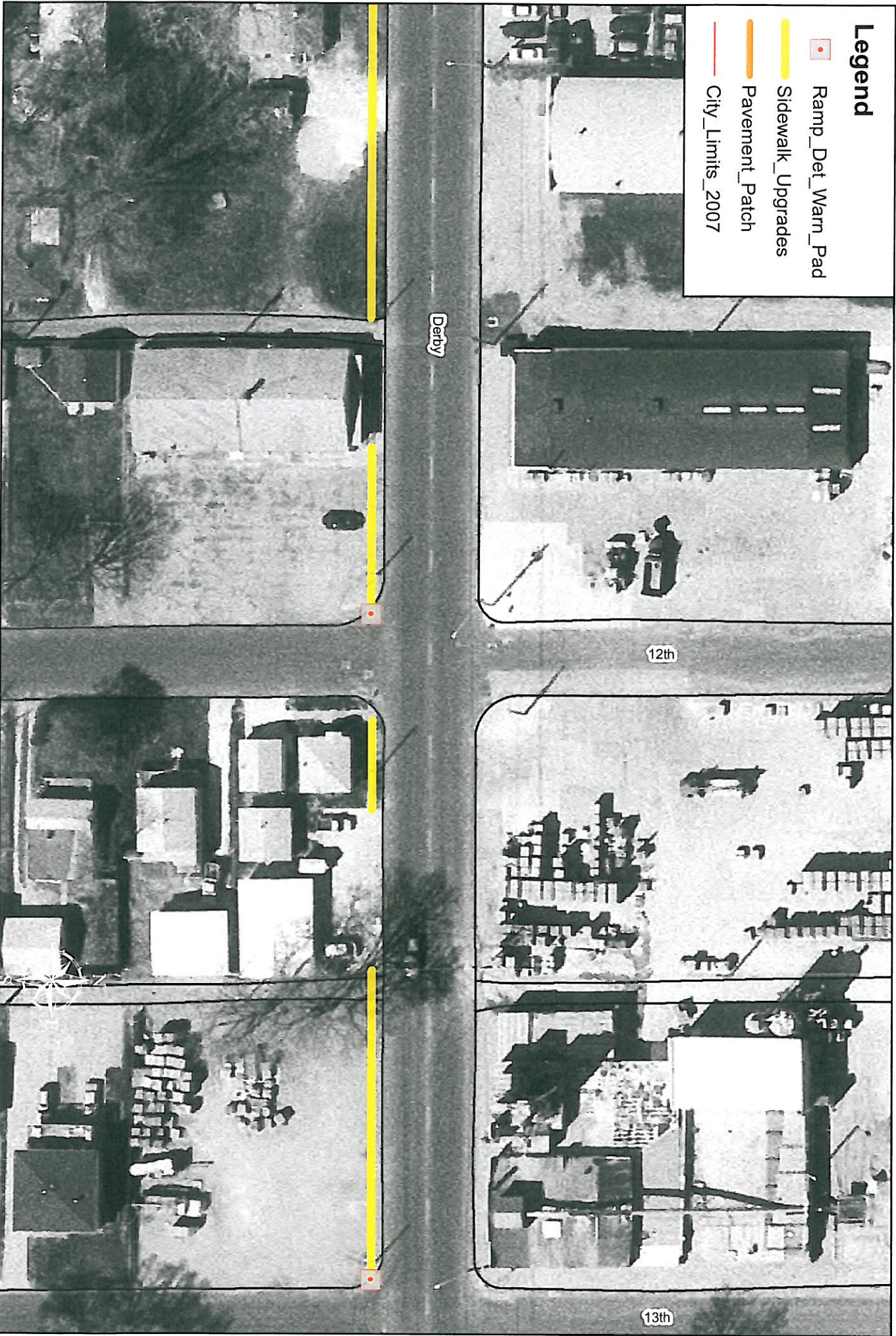
South Side Derby 14th to 9th (1)

Legend

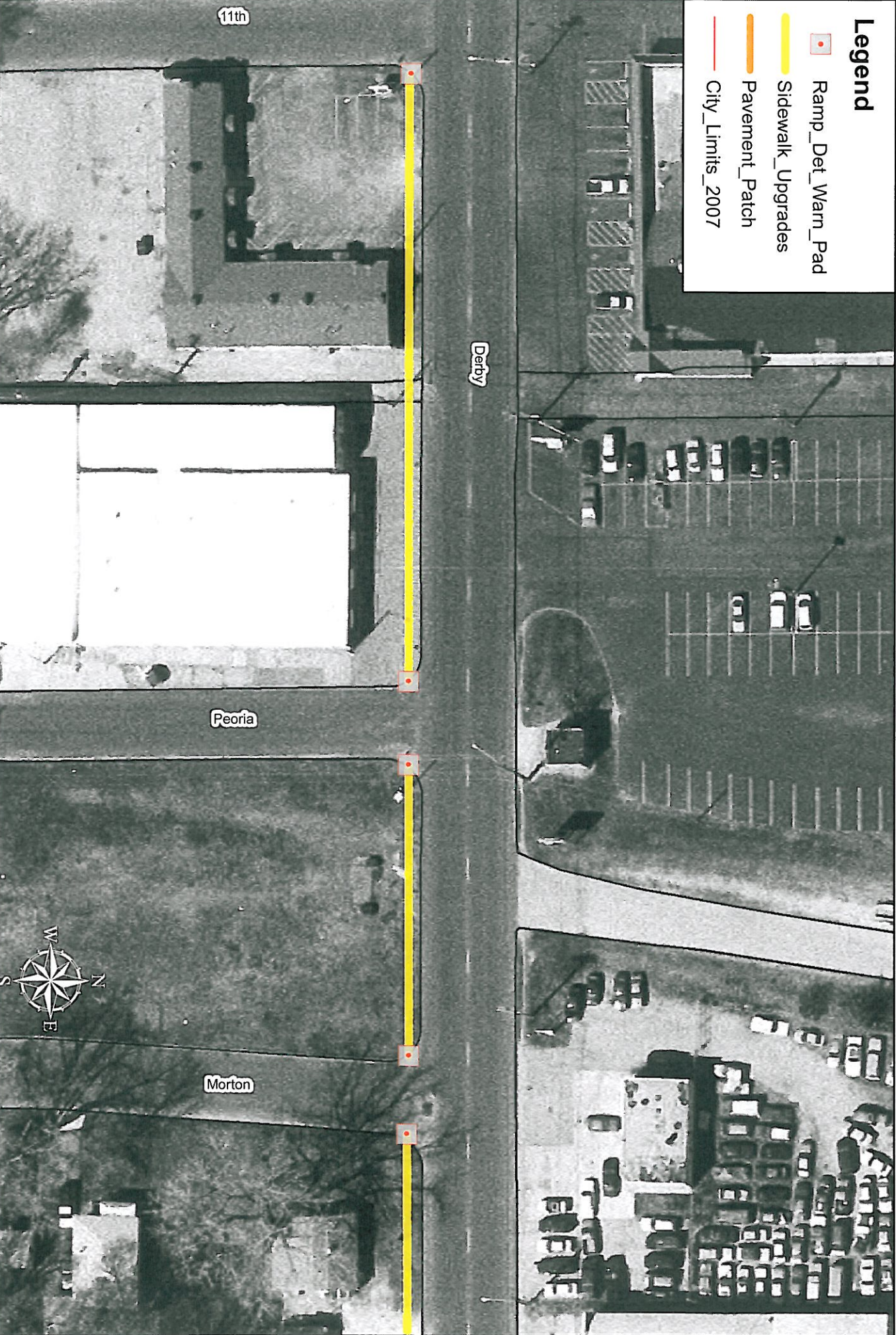
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrade
-  Pavement_Patch
-  City_Limits_2007



South Side Derby 14th to 9th (2)



South Side Derby 14th to 9th (3)



South Side Derby 14th to 9th (4)



Derby 5th to 2nd (1)



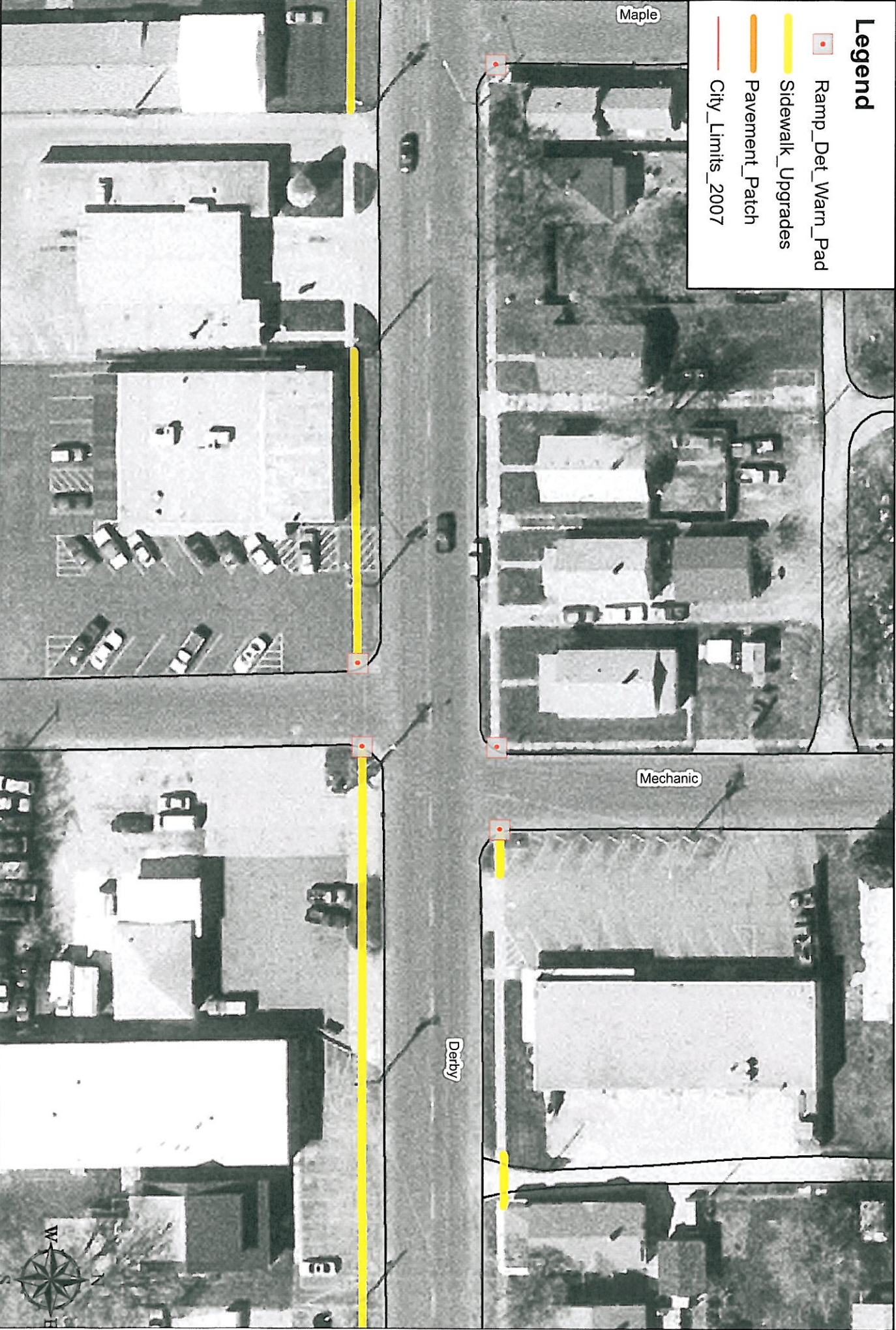
Derby 5th to 2nd (2)



Derby 5th to 2nd (3)



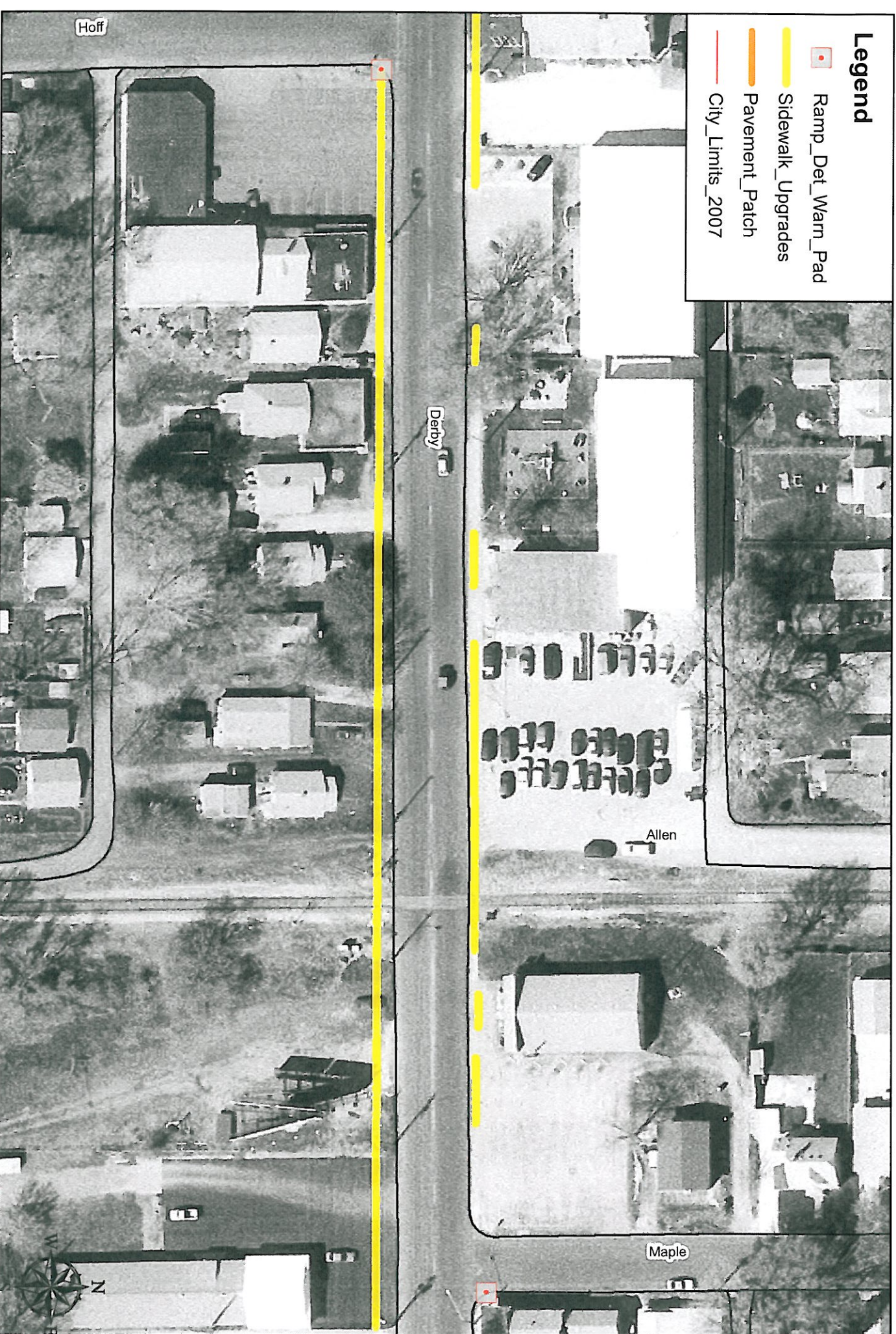
Derby 5th to 2nd (4)



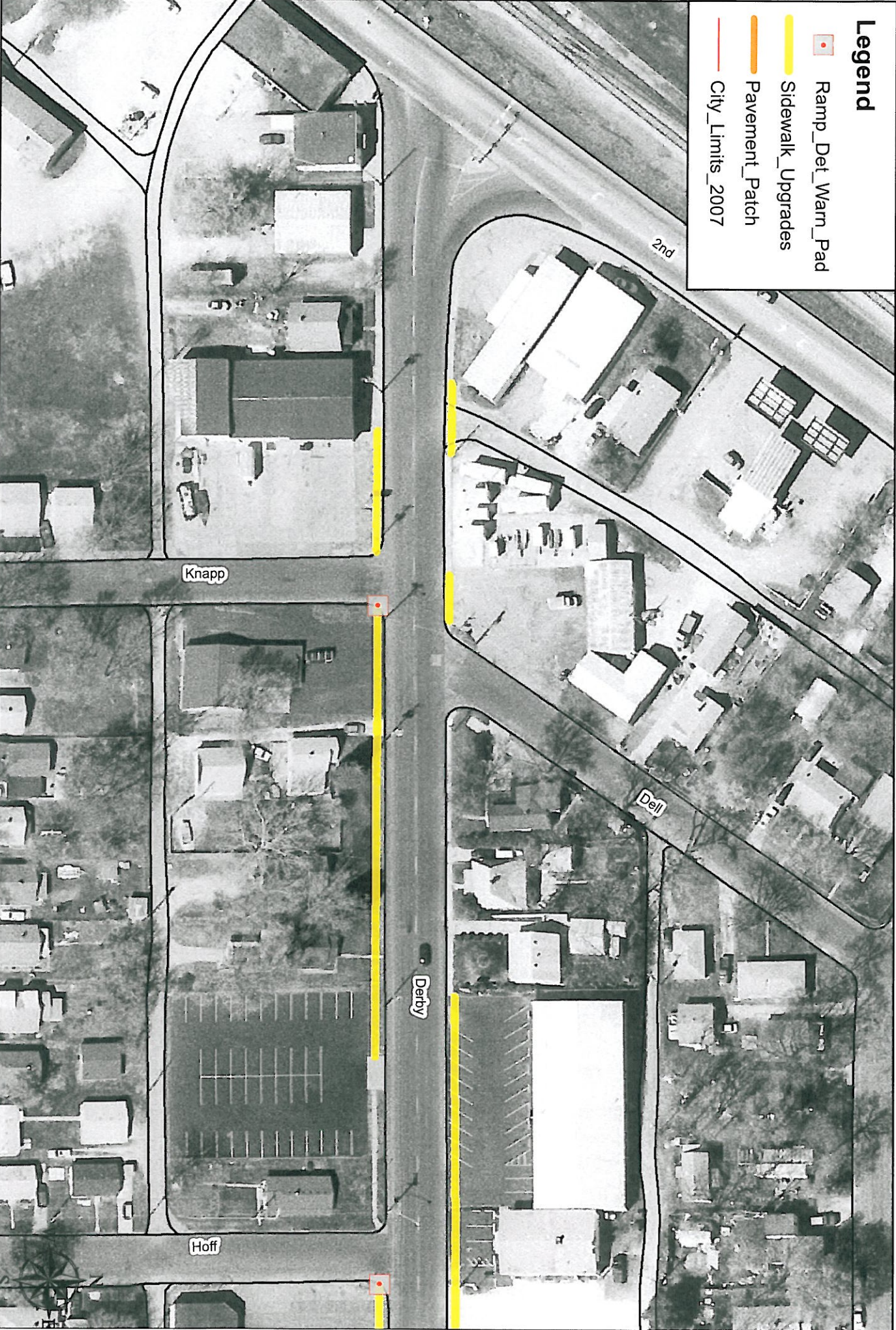
Derby 5th to 2nd (5)

Legend

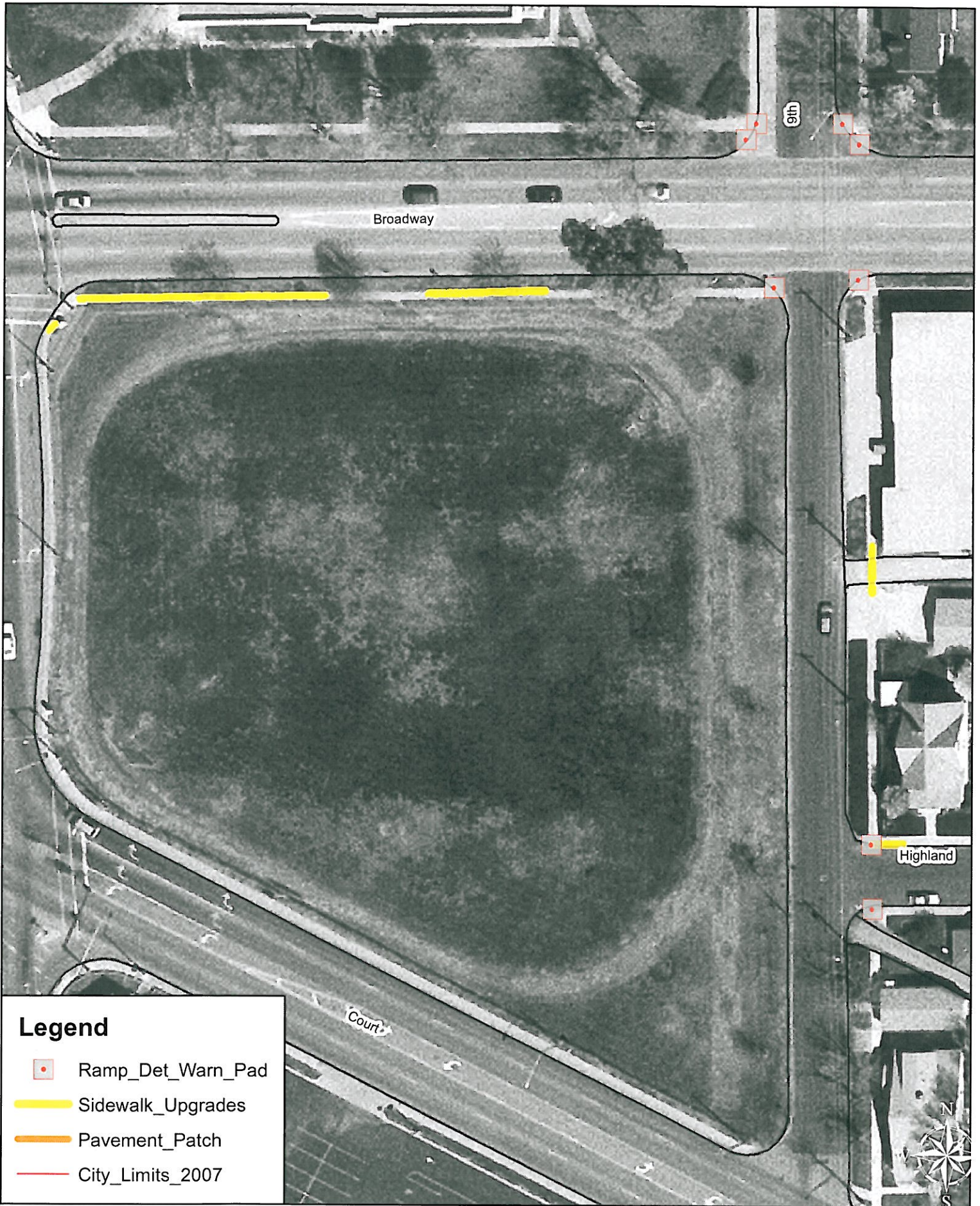
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



Derby 5th to 2nd (6)



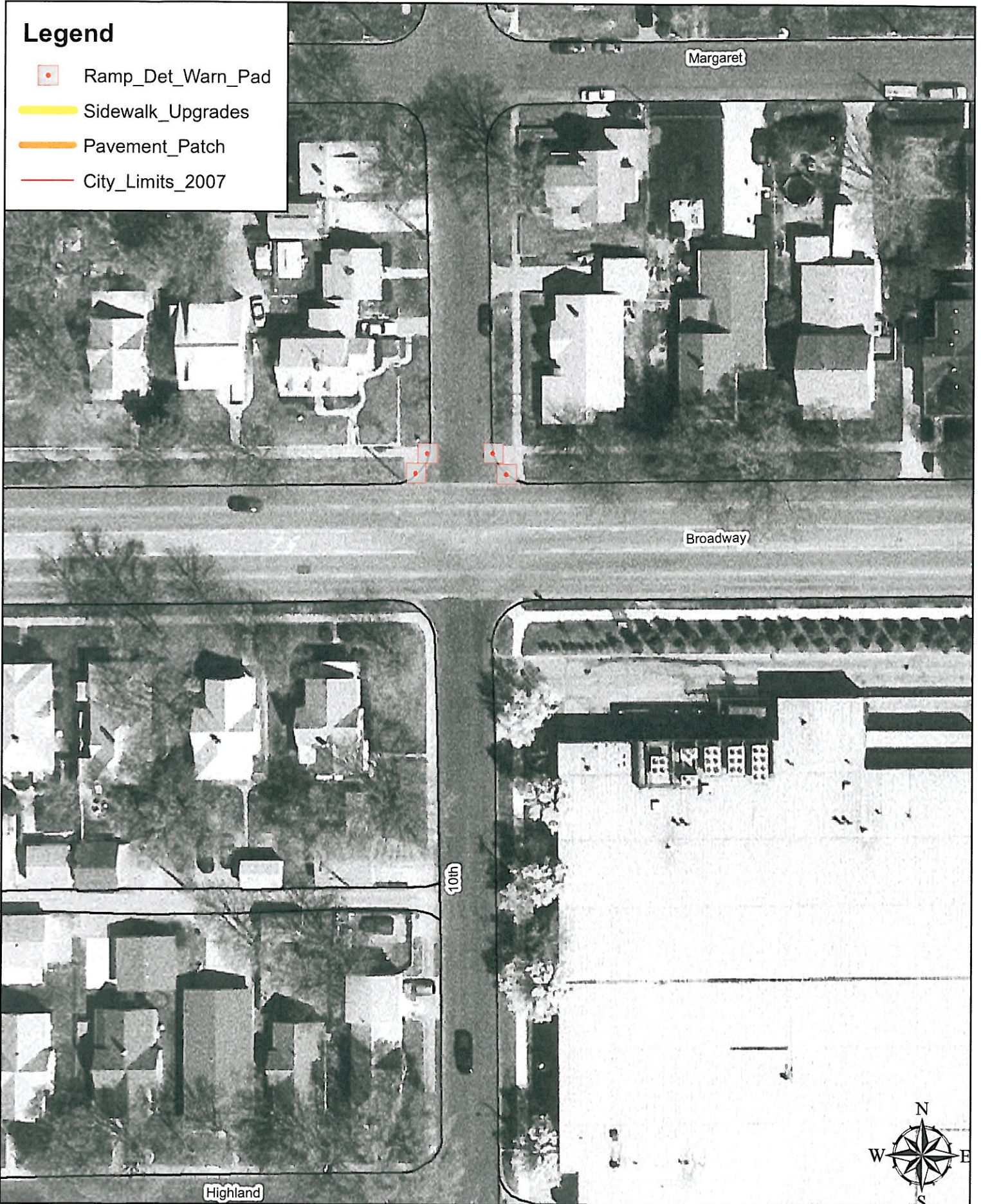
James Field and Broadway



Broadway (1)

Legend

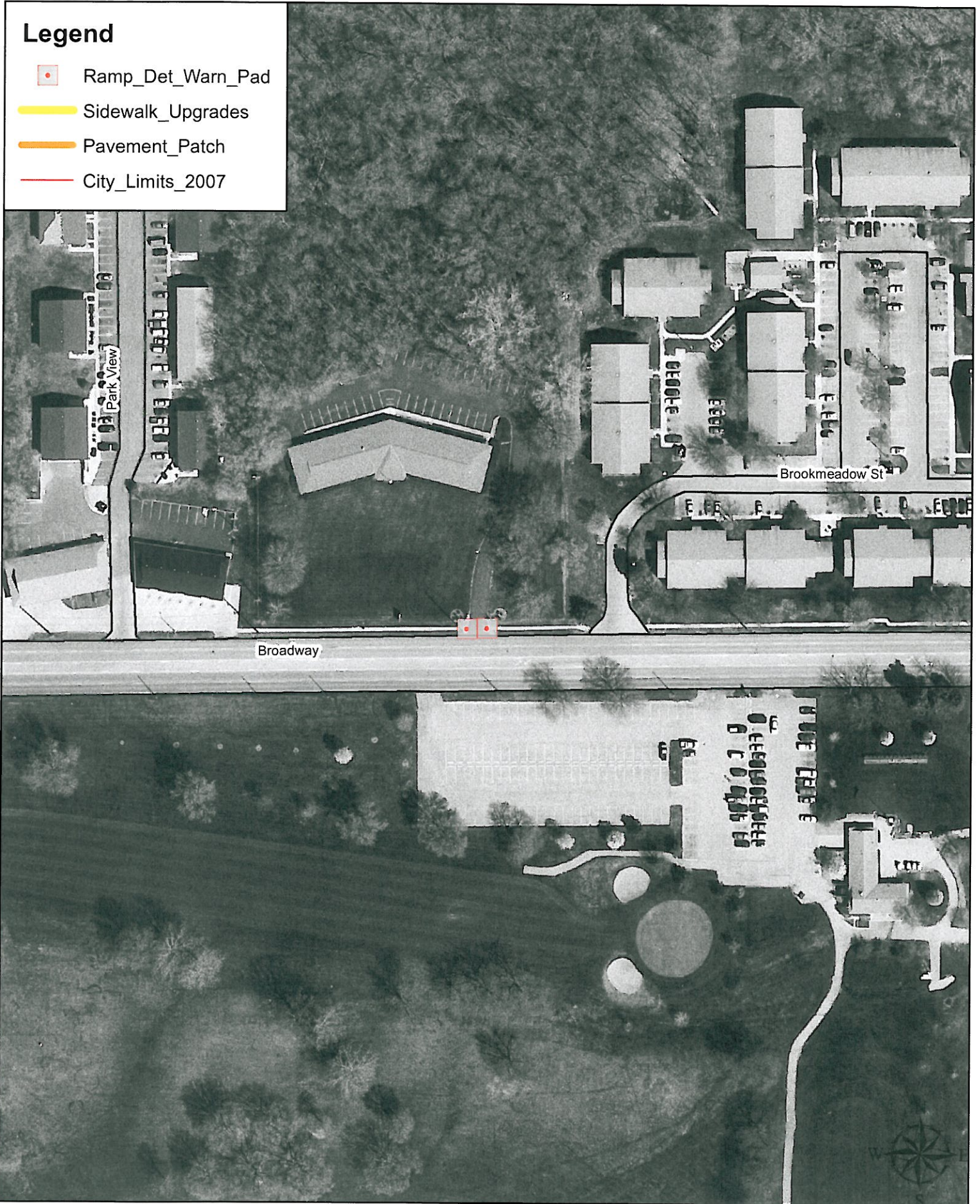
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



Broadway (2)

Legend

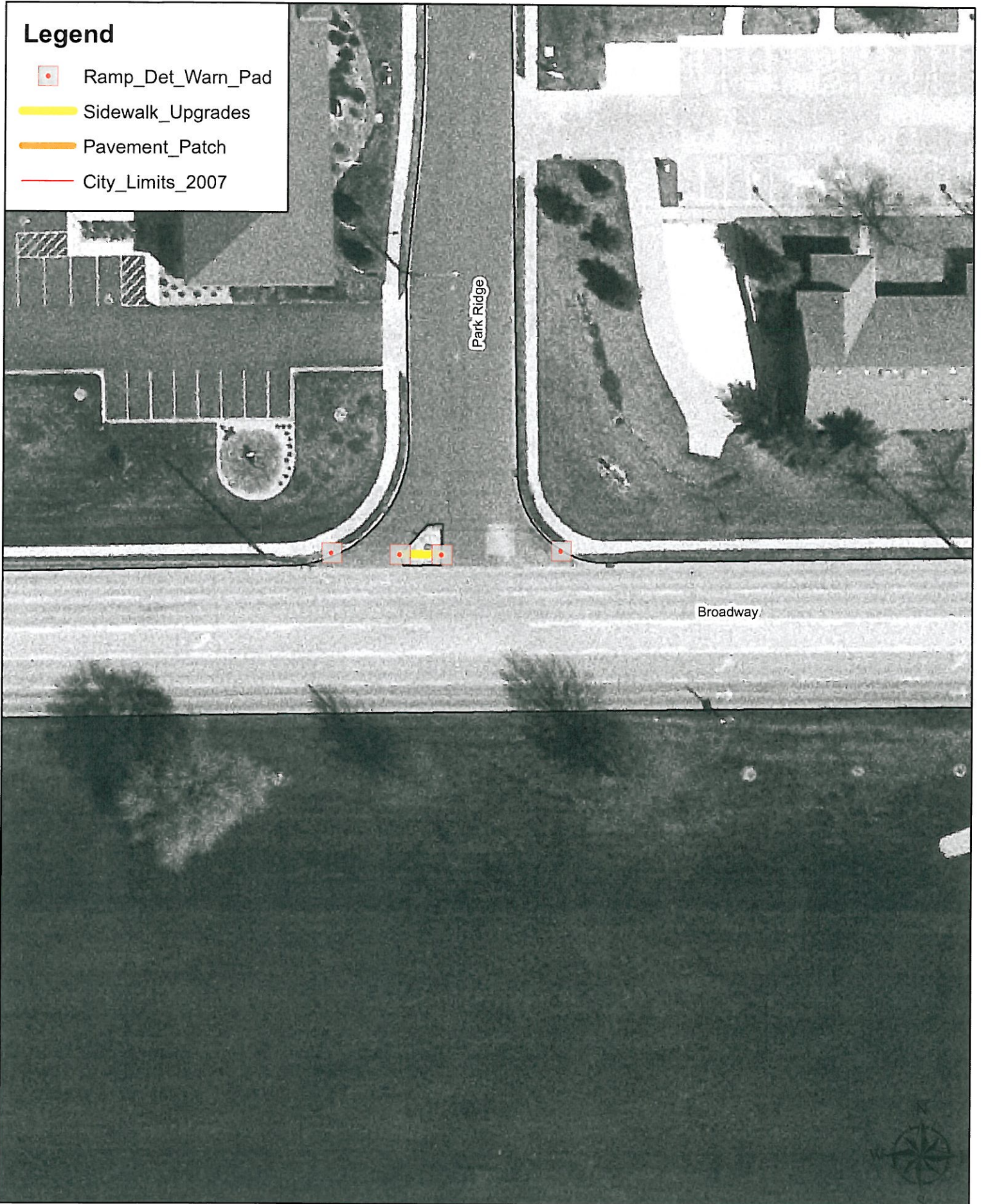
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



Broadway (3)

Legend

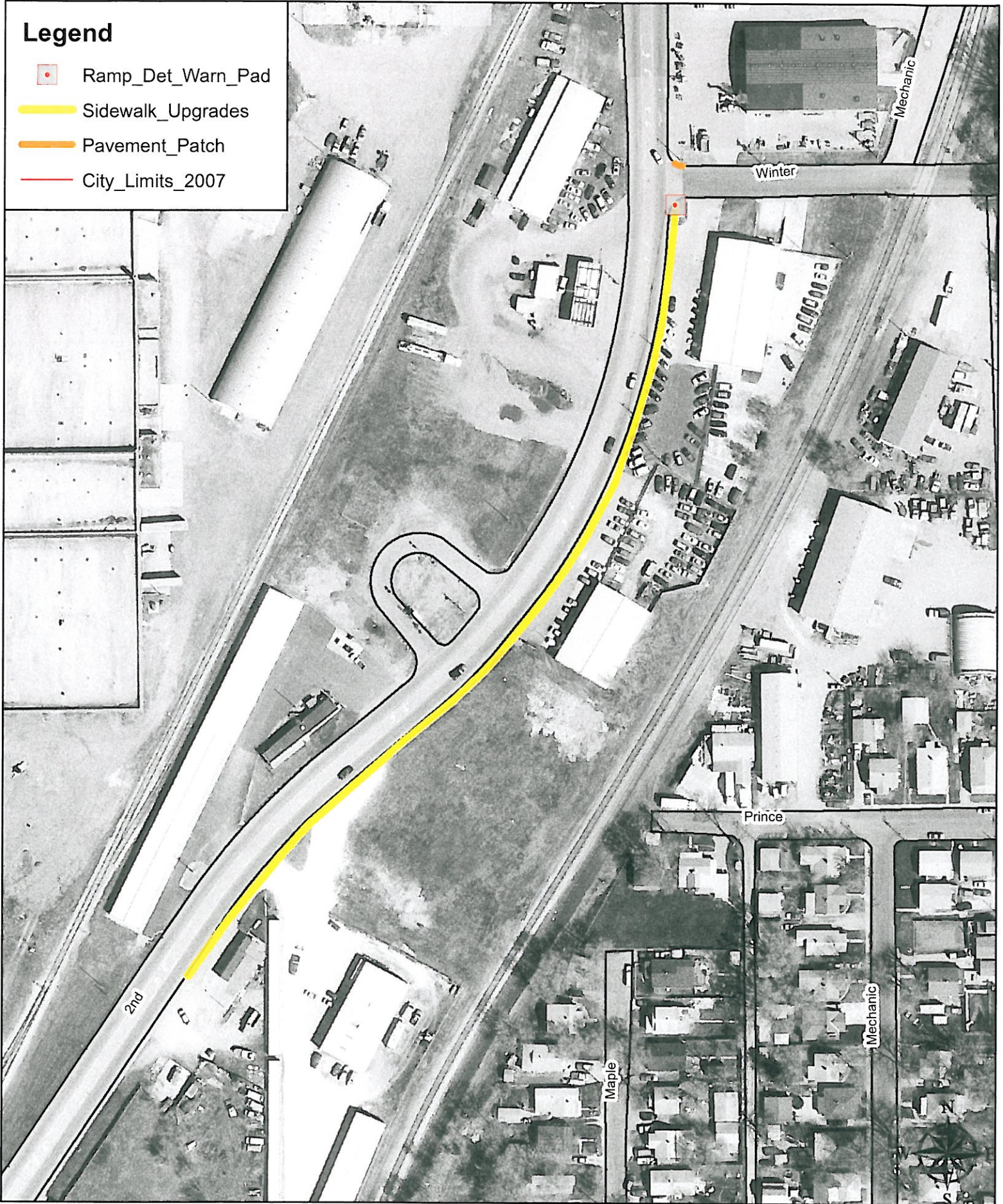
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



2nd St (1)

Legend

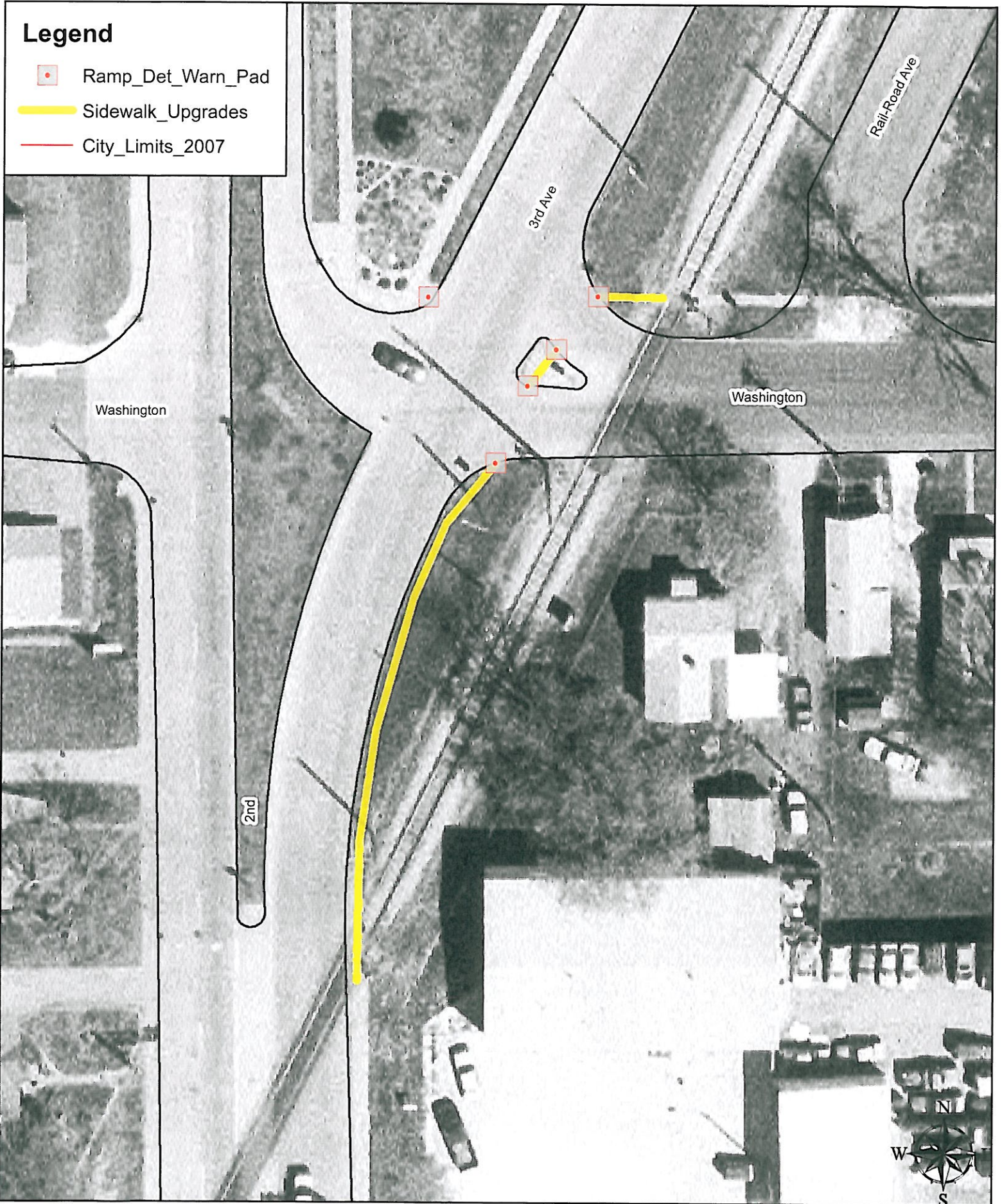
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



2nd, 3rd and Washington

Legend

-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  City_Limits_2007



2nd St (2)

Legend

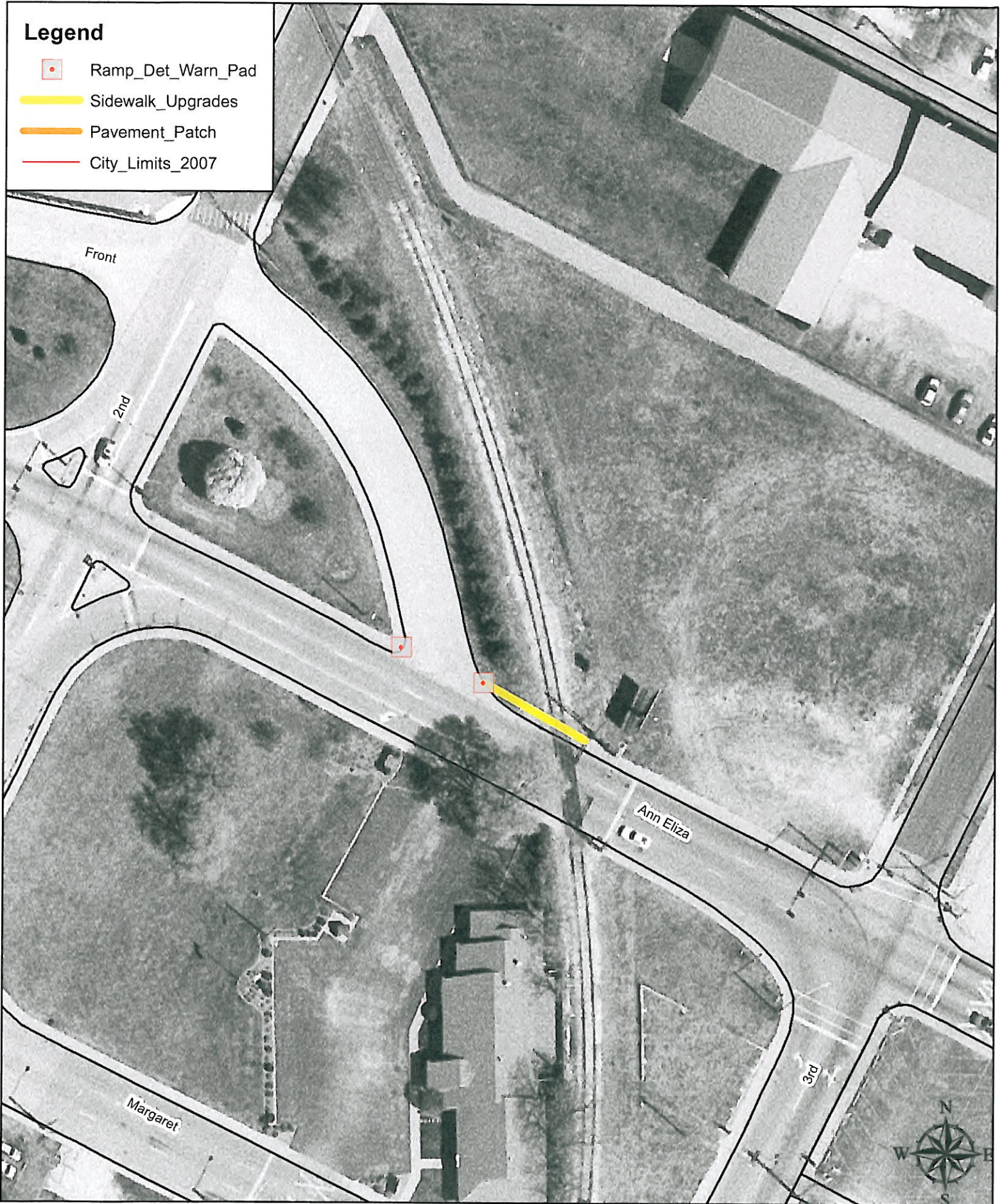
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



Ann Eliza and Front

Legend

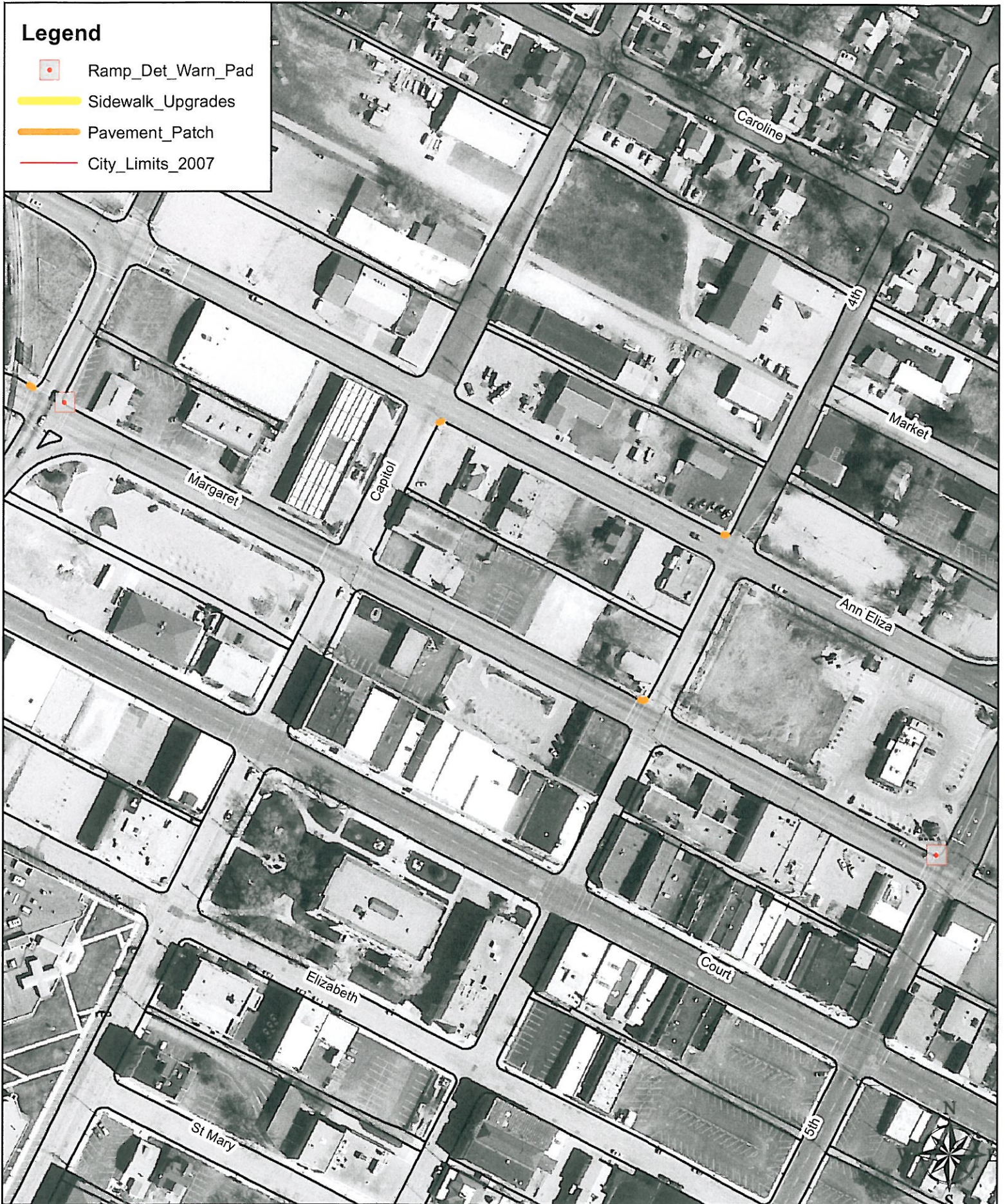
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



Downtown (1)

Legend

-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



Downtown (2)

Legend

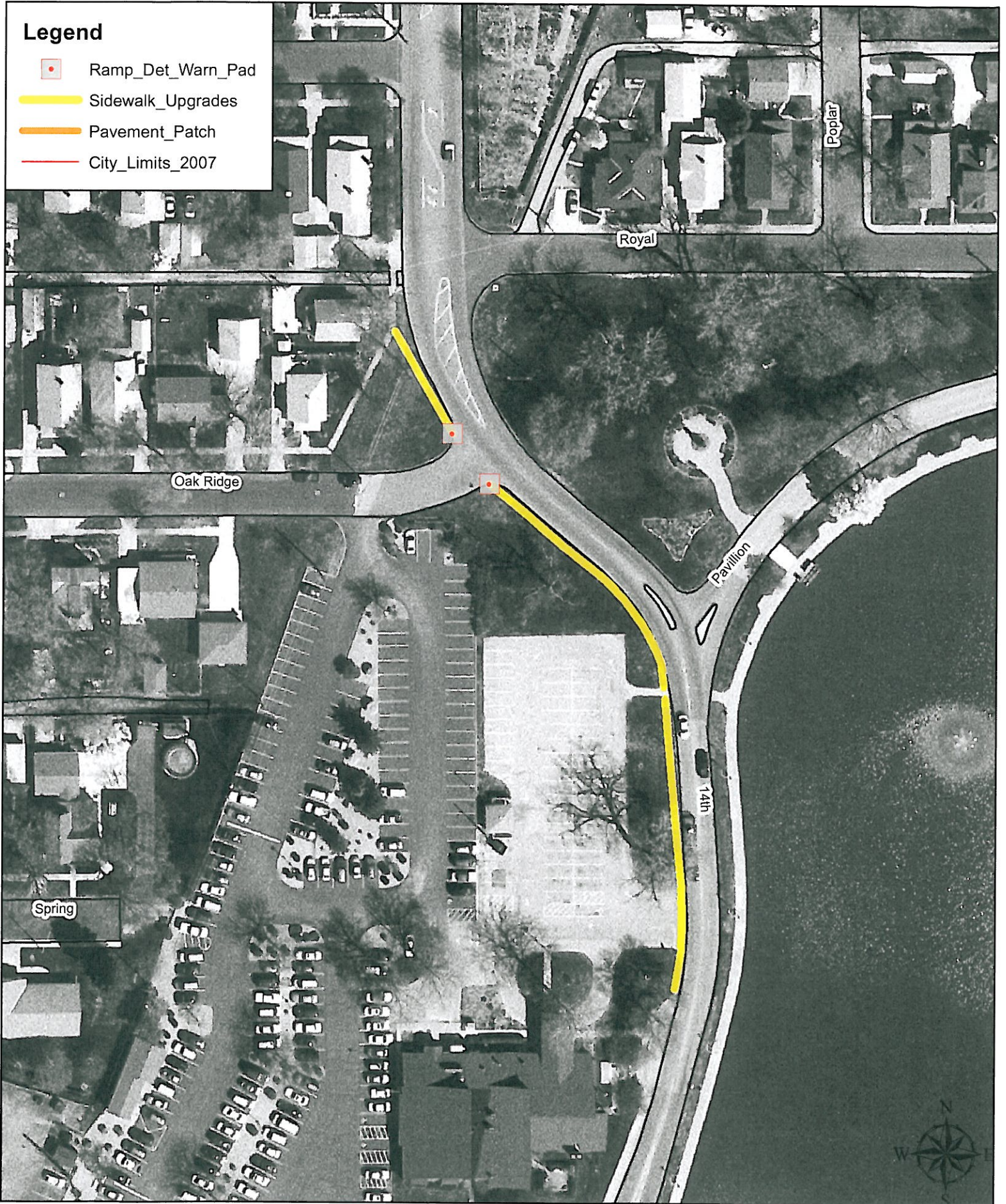
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



14th (1)

Legend

-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



14th (2)

Legend

-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



14th (3)

Legend

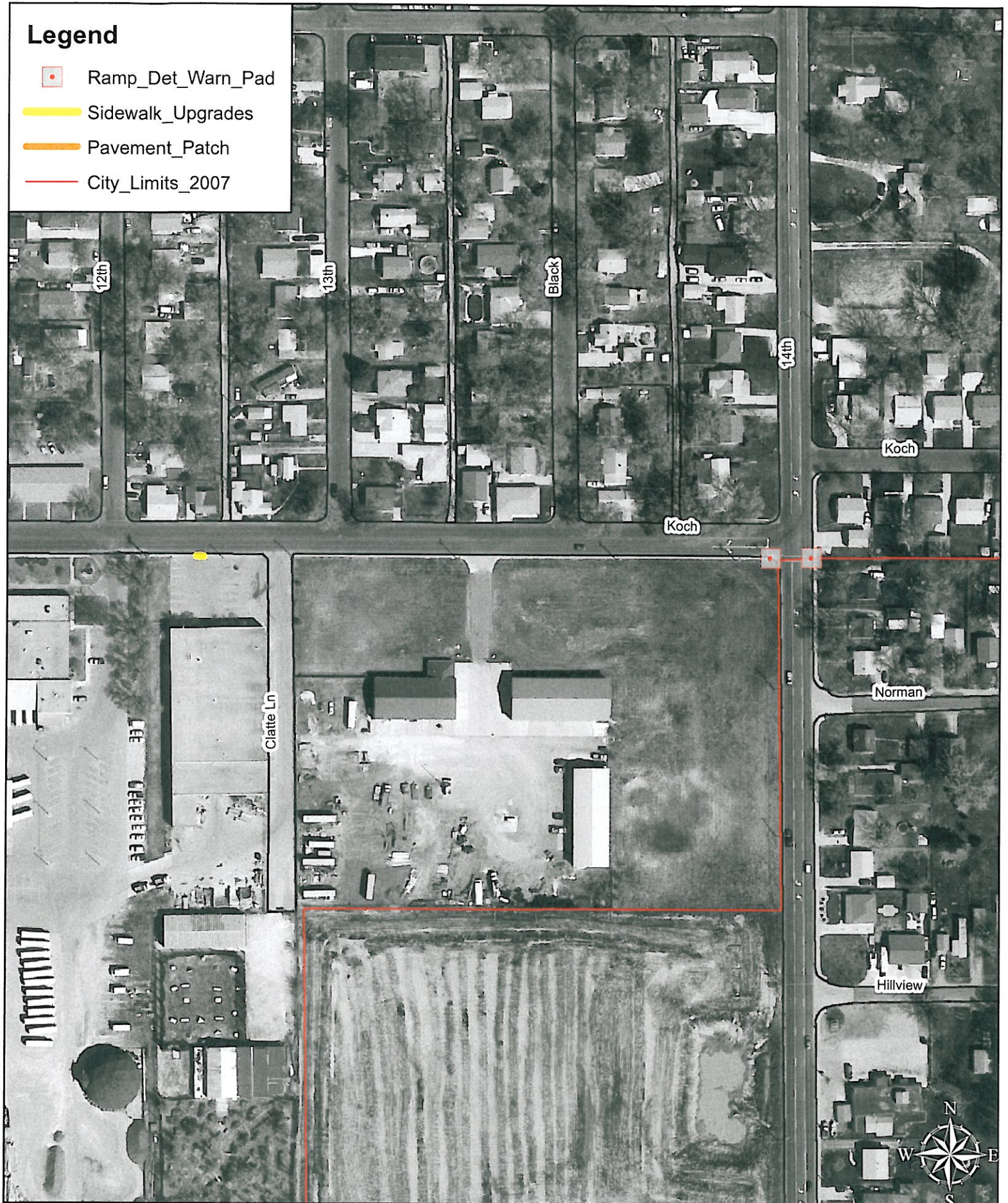
-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007



14th and Koch

Legend

-  Ramp_Det_Warn_Pad
-  Sidewalk_Upgrades
-  Pavement_Patch
-  City_Limits_2007





REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: David Pagliaro

AGENDA ITEM: Resolution for Annual Street Maintenance MFT Funding

AGENDA DATE REQUESTED: February 25, 2008

ACTION REQUESTED: Approve the request to appropriate \$500,000 for the 2008 Street Maintenance Program from MFT.

BACKGROUND: The Street Department does seal coating operations on designated sections of town based on a Five Year Plan and utilizes a portion of the available MFT funds to cover the cost. The entire program will utilize funding from the CDBG program and Street Department to complete the planned areas as soon in the budget. Total work is estimated at \$875,000 with \$500,000 from MFT, \$300,000 from the Street Dept. Budget, and \$75,000 from CDBG Funds.

FINANCIAL IMPACT: \$500,000 from MFT.

NEIGHBORHOOD CONCERNS: Seal coating provides the pavement with a fresh oil and rock coating. This coating prolongs the life of the pavement.

IMPACT IF APPROVED: Continuation of the Street Maintenance Program and protection of existing pavement.

IMPACT IF DENIED: Streets scheduled for this year will not be coated and program will lose a year off the cycle. Only base repair will be done without a seal coat.

ALTERNATIVES: Use General Funds to complete the planned year program.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation and Safe Community by keeping streets sound and smooth for daily traffic.



**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the Mayor of the
(Council or President and Board of Trustees)
City Pekin of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$500,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2008
(Date)
to April 30, 2009.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Peoria, Illinois.

I, Sue E. McMillan Clerk in and for the City
(City, Town or Village)
of Pekin, County of Tazewell

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Council at a meeting on February 25, 2008
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25th day of February, 2008.

(SEAL) _____ City _____ Clerk
(City, Town or Village)

Approved _____ Date Department of Transportation _____ Regional Engineer
--



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Relocate Kerosene Pump for Broadway-Parkway Project

AGENDA DATE REQUESTED: February 25, 2008

ACTION REQUESTED: Accept bid from Total Petroleum Service to relocate pump

BACKGROUND: As part of the negotiations for the property needed from the gas station located on the southwest corner of Broadway & Parkway, it was agreed to relocate the kerosene pump which will be directly adjacent to the relocated sidewalk. Bids were received from two contractors, Total Petroleum Service (TPS) and IL Oil Marketing Equipment, which specialize in service to gas stations for this work. The bids have been reviewed and evaluated with the bid from TPS being the lowest acceptable one.

Bids were TPS - \$29,150.00 and IL Oil - \$32,500

FINANCIAL IMPACT: Funding for this is from the Capital Projects Fund

NEIGHBORHOOD CONCERNS: There will be some disruption of station operations during the construction period.

IMPACT IF APPROVED: Agreement item will be fulfilled and project can move forward.

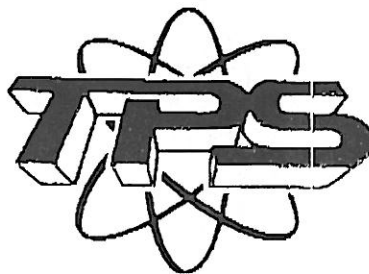
IMPACT IF DENIED: Project will have to be placed on hold and the agreement re-negotiated.

ALTERNATIVES: Re-negotiate the agreement and include this work in the acquisition price. Cancel the project and leave the intersection as it is.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation and Safe Community by improving traffic flow through this intersection.

**TOTAL
PETROLEUM SERVICE CO.**

(309) 694-8224

2421 Washington Road
Washington, IL 61571February 7, 2008
Quote #07051T/RevisedCity of Pekin
111 South Capitol St
Pekin, IL 61554
Attention: Paul Becvar
Fax #309-346-2095RE: Kerosene Pump Relocation
Marathon Station, Pekin, IL**Scope of work:**

We propose to obtain the necessary OSFM permits pertaining only to underground storage tank work. Saw cut, break out and dispose of approximately 300 sq ft of concrete over the existing kerosene product piping and proposed new product piping trench and conduit trench. Excavate to the top of the kerosene storage tank. Excavate to the top of the existing kerosene piping. Evacuate the product piping, remove the piping from the trench and dispose of properly. Backfill the existing piping trench with the original materials and prep for concrete. Remove the existing kerosene suction pump from the island and store on site for reinstallation. Remove and dispose of the existing island and bumper posts. Excavate the necessary piping and electrical trenches. Supply and install (1) new 4'x5'x13" island form. Install the necessary containment sump in the island and at the tank. Install the necessary piping and electrical penetrations in the sumps. Install a double wall flexible product pipe by Environ between the sumps and make the necessary connections. Install a new electrical conduit and wiring from the building to the kerosene pump sump. Obtain the necessary OSFM inspections. Backfill the excavations with approximately 10 tons of 3/8" pea gravel. Pour back the concrete. Reinstall the existing kerosene pump on the island and make the necessary product piping and electrical connections. Start up the system and check for leaks. Paint the island form to match site. Clean work area.

For the Sum of \$29,150.00

In addition to our standard terms and conditions page quote does not include any of the following:

- Any union labor
- Any City of Pekin permits
- Any contaminated soil or water issues
- Any repairs to utilities in the excavation area
- Any repairs to the existing UST system in the excavation area.

City of Pekin
Quote #07051T/Revised
Page #2

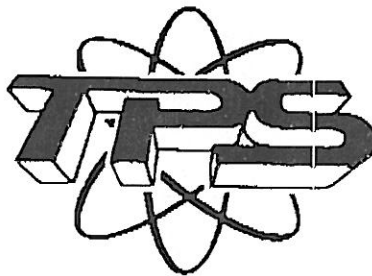
MATERIALS

- 1) TFA-4090 Tank Sump Adaptor
- 1) SBS-3642H Tank Sump
- 1) ADS-2014 Dispenser Sump
- 100') GFP-2150R Piping
- 2) BMA-1515 Barbed Male Adaptor
- 2) FEB-3150 Flexible Entry Boot
- 2) FEB-3157 Conduit Entry Boot
- 1) SBO-0100 Stabilizer Bar
- 1) 2" Apollo Ball Valve
- 1) 1.5"x30" Flex Connector
- 1) EW 42" Composite Manhole
- 1) AMFAB 4'x5'x13" Island
- 1) Check Valve
- 10') 1.5" Galvanized Pipe
- 4) 1.5" Galvanized Nipple
- 6) 2" Galvanized Fitting
- 1) 1 1/2"x4" Bushing/Double Tap

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!!

**TOTAL
PETROLEUM SERVICE CO.**

(309) 694-8224



2421 Washington Road
Washington, IL 61571

DATE: February 7, 2008

QUOTE: #07051T/Revised

AMOUNT OF BID: \$29,150.00 _____ (Initial)

TERMS AND CONDITIONS

This estimate is based on normal excavating conditions. Any excessive water, rock, frozen or caving ground encountered will be invoiced as an extra charge. Performance of work in extremely cold or wet conditions may increase contract amount.

This bid is based on tank(s) being empty. Additional charges will occur for the removal and disposal of any liquids or sludge inside tank(s). If during removal it is determined that the tank(s) are larger than the size(s) quoted, or if the tank(s) are internally lined, there will be additional charges.

If contaminated materials are present, you will be notified immediately, and there will be additional charges for testing, handling, and disposal of these materials, if required. If any unexpected developments occur which must be met due to Federal, State, or Local EPA or Fire Department Regulations, there may be additional charges. These charges are to be billed on a time and materials basis.

I agree to all terms and conditions of the attached contract. I further agree to abide by the payment schedule below.

INVOICING/PAYMENT SCHEDULE FOR CONTRACT WORK

Billing for Equipment Upon Receipt by TPS.

Billing upon completion of work.

Invoices Due Net 10/Days.

A service charge of 1.5% (18% APR) on all accounts over 30 days. Accounts past due may be turned over for collection. All legal and collection fees will be the responsibility of the debtor.

ACCEPTANCE OF TERMS AND CONDITIONS

The above terms and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payments will be made as outlined above.

NAME _____ DATE _____

COMPANY _____

WE LOOK FORWARD TO WORKING WITH YOU ON THIS PROJECT!



FAX: (309) 694-2807



**OIL MARKETING EQUIPMENT, Inc.**

850 Brenkman Drive • Pekin, IL 61554

Phone: 309-347-1819 • Fax: 309-347-1881

sales@iome.com • Home Page: www.iome.com

Page 1 of 3

February 5, 2008

Attn: Joe Wuellner
City of Pekin
City Hall
Pekin, IL 61554

Re: Kerosene Pump Relocation
Marathan Station
Parkway to Broadway Street
Pekin, IL
Quote #L80205Pekin

Dear Chuck Cline,

We are pleased to quote on the following installation

Total Installation	\$32,500.00
--------------------	-------------

The Installation Includes:

Illinois Oil Marketing Equipment, Inc. is registered and certified in the state of Illinois for removal, installation, testing, and repair of underground tanks containing volatile fuels.

We shall:

Secure state of Illinois and city tank upgrade and removal permits.

Make arrangements for state and local piping installation and removal inspections.

Load truck, drive to location. Orientate, lay out areas to be excavated.

Break out concrete over the existing and the proposed kerosene dispenser area.

Excavate for the listed island and piping removal and replacement.

Haul away all dirt from the excavation.

Stockpile on site, any contaminated soil encountered during excavating to complete the listed work and cover same with 4 mil visqueen at a location agreed upon by the owner.

Saw concrete for all product lines, trenches, and tank excavation.

Install a containment sump onto the tank and a dispenser sump at the island.

Install all underground vent piping using U.L. Listed FRP fiberglass pipe and fittings. Steel vent riser pipes will be used, per code. Any steel fittings and/or stainless steel flexible connectors that must be used to compensate for minor movement of the soil will be coated and double wrapped with Tapecoat C.T. Any required cathodic protection will be included. This includes new vent lines for the three existing tanks, ran to the location shown on the drawing.

L80205Pekin

2/5/2008



850 Brenkman Drive • Pekin, IL 61554

Phone: 309-347-1819 • Fax: 309-347-1881

Email: sales@iome.com • Home Page: www.iome.com

Page 2 of 3

Install all underground fuel piping using U.L. Listed double wall fiberglass pipe and fittings. Required cathodic protection will be installed.

Backfill around all piping with pea gravel or other material approved by the pipe manufacturer.

Set and pour the listed 3' x 5' x 13" stainless steel island forms.

Assemble the retail fuellers onto the island and anchor same.

Repour the concrete slab over the tank and trenches. Slab to be approximately 450 sq ft x 6" thick. Finish shall be lightly broomed with curing compound applied. Any concrete pour in addition to the above number of sq ft will be invoiced in addition to the bid amount @ \$5.95 sq ft.

Install an electrical splice box outdoors, on the wall of a nearby building, up to 30 feet from the fueling island. Install all conduit and wiring from this splice box to the outdoor fueling equipment. All wiring from this box, indoors, including all conduit, wire, breakers, and all connections, labor and material to be furnished are included within this proposal.

Install an electrical splice box, outdoors on the wall of a nearby building, up to 50 feet from the tank, to receive wiring for the line monitoring equipment. (This wiring must be in a conduit by itself.) Completely wire these controls. Circuit breakers, power, etc. To these controls are included within this proposal. This sensor will be tied to the existing tank monitor. If it cannot be used for any reason, there will be additional charges.

Start up all fueling systems, calibrate the meters to weights and measures standards.

All Labor figured at prevailing wage for Tazewell County.

Not included within our proposal:

Painting

All concrete work, other than that which is specifically listed within this proposal.

Blacktop patch around new concrete to match existing, if any.

Replacement of blacktop.

Conditions of contract:

We will be glad to extend credit upon receipt of our fully executed credit application.

Any unseen underground conditions, i.e. high-water table, underground utilities, underground foundations, etc. will be invoiced as an extra at our usual time and material rates. We will notify the owner immediately upon encountering any of these conditions.

Payment terms are: balance net 10 days in full from date of invoice unless otherwise specified. Finance charges will be applicable at 1.5% per month on past due accounts. Reasonable attorney fees in event of default will be charged.



850 Brenkman Drive • Pekin, IL 61554

Phone: 309-347-1819 • Fax: 309-347-1881

E-mail: sales@iome.com • Home Page: www.iome.com

Page 3 of 3

Illinois Oil Marketing Equipment, Inc. shall retain ownership of equipment / product until receipt of payment in full for the same. If payment is not received according to the terms, Illinois Oil Marketing Equipment, Inc. shall have the right to come onto the purchaser's premises at any reasonable time, remove said equipment and proceed to pursue other existing remedies at law or equity and purchaser shall be liable for all expenses for removal, storage and resale including reasonable attorneys fees.

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.

All quotes are good for sixty (60) days.

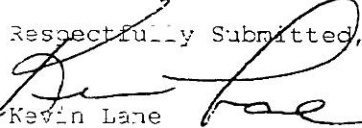
It is purchaser's sole responsibility to comply with all federal, state, and local laws and regulations regarding the use or placement of the products purchased and to obtain the proper permits. Questions regarding any specific regulation should be addressed to the appropriate governmental agency.

Any alteration or change from original proposed specifications involving extra costs will be executed only upon written orders, and will become an extra charge on items over and above the proposal.

All delivery dates contingent upon strikes, accidents, or delays beyond our control.

Thank you for the opportunity to be of service.

Respectfully Submitted,


Kevin Lane
President

Accepted by: _____
Signature Printed Name
Title: _____ Date: _____



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Tourism Grant – Pekin Dragon’s Dome - NSA Girls Qualifier Softball Tournament

AGENDA DATE REQUESTED: February 25th, 2008

ACTION REQUESTED: Approval of Visitors Bureau Grant

BACKGROUND: Visitor’s Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)

Final papers were satisfactorily submitted for the NSA Girls Qualifier Softball Tournament, age divisions of 12, 14, and 16 years, held January 11th through the 13th. Approximately 1,000 people in attendance for the tournament with 208 hotel rooms booked for the event I would recommend that their grant in the amount of \$2,029.67 (1/3 of 6,089.00 in expenses) be approved.

FINANCIAL IMPACT: \$103,352.00 for the event (Budgeted line item from Hotel/Motel Tax Revenue)

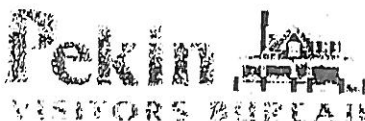
NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Payment made for successful event

IMPACT IF DENIED: The potential of financial hardship for continuance of this tournament

ALTERNATIVES: No options available

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistant with High Quality of Life theme. Boost in added income for local restaurants, shopping, and gas.



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragon Dome

Contact Person: Cindy Galgean

Address: 3401 Griffin Ave

City, State, Zip: Pekin, Ill 61554

Phone: 346-4123

Date(s) of Event: Jan 11-13, 2008

Amount of Grant Requested: \$ 2400.00

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

Total Expense of Event (attach list of expenses): \$ 7369.00

Total Income from Event (attach list of revenues): \$ 7200.00

Publicity (attach copies)

Actual Attendance: 1000 +

Number of hotel rooms used (specify hotel): Concorde 148 H. Inn 60

Hotel Representative: Cindy Galgean

Brief narrative report on completed project: Successful, 4 Many Tournaments scheduled including World Series in July

Form completed by Visitors Bureau

Economic Impact:

Number of People: 1,000 multiply by \$89 per day - \$ 89,000

Number of Nights: 208 multiply by (room rate) - \$ 14,352

copies: Denny, Pam, Steve 2/7/08



Grant Application

Please select the grant for which you are applying:

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

Organization Name: Dragons Dome

Contact Person: Cindy Galyean

Address: 3401 Griffin Ave

Phone: 346-4123 Fax: 346-4124 Email: cgalysan@dragonsdome.com

Is the organization certified not-for-profit: NO

Event Description:

Event Name: NSA Qualifier

Description: Softball Tournament

Location: Dragons Dome

Date: Jan 11-13, 2008 Start Time: 8:00am End Time: 11:00pm

Food and beverages available: yes

Do you have an authorized liquor license? yes

Describe the alternate plan if inclement weather occurs: Tournament played inside dome.

Event Attendance:

Number of attendees: 1000+ Number of guests staying in Pekin Hotels: 500

Number of Hotel Rooms booked: 208 Distance guests will travel (in miles): 400+

Describe how this event will bring visitors to Pekin: Tourn play Fri + Sun
Concorde Inn + Holiday Inn 208 Room Nights

Describe any 'spin off' local events from overnight guests: They also stayed
at Econolodge, Super 8 and Morton.

rec'd 1/24/08

History:

of years this event has been held: First

Number of attendees last year: _____

Number of guests staying in Pekin Hotels last year: _____

List the profit or loss for last year's event: _____

Publicity:

What methods will this event be publicized (attach a marketing plan if available):

Website - National
NSA Site

Please check what kind of media coverage you expect to attract:

☒ Local

☒ Regional

☒ State

☐ National

☐ International

Budget:

Total amount requested from the Pekin Visitor's Bureau: \$ 2400.00

(For Visitor's Bureau grant (for groups bringing overnight visitors to Pekin) amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less. For Pekin nonprofit groups planning a community event, amount is not to exceed \$500.00)

Please specify the use of funds being requested: Pay expenses

Please attach a copy of your detailed budget, listing all expenses and other revenue sources, and a copy of your proof of matching funds.

Submitted by: Cindy J. Hagan

Date: 1/19/08

☒ _____

For Office Staff:

☐ Grant approved in the amount of: _____

(list amount and date approved)

☐ Grant Denied: _____

(list date denied)

Signed by: _____

Date: _____

Pekin Visitor's Bureau Commission Comments: _____

Distribute to:

☐ City Clerk

☐ Police Chief

☐ Fire Chief

☐ Accounting

		NSA Qualifier	
		Jan 11-13, 2008	
INCOME			
	REGISTR	\$7,200.00	24 Teams
	TOTAL	\$7,200.00	
EXPENSES			
	Umpires	\$2,760.00	
	Awards	\$125.00	
	NSA Fees	\$480.00	
	Softballs	\$624.00	12 dozen @ \$52.00
	Dir Fee	\$350.00	
	UIC Fee	\$250.00	
	Payroll	\$300.00	
	Utilities	\$1,000.00	
	Bid	\$1,500.00	
	TOTAL	\$7,389.00	

Payroll of \$300⁰⁰
 & utilities of \$1,000⁰⁰
 are not approved.