



City of Pekin

REGULAR COUNCIL MEETING OF OCTOBER 22, 2007
5:30 P.M.

I. CALL TO ORDER

Mayor Tebben

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: Motion to approve minutes of Regular Council Meeting rescheduled to October 9, 2007.

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.

VII. CONSENT AGENDA

- 1. Monthly Reports and Minutes: Traffic Safety Minutes Dated October 5, 2007, Mayor's Advisory Committee for Persons with Disabilities Minutes August 9, 2007 and September 13, 2007, and Building Report.**
- 2. Charitable Solicitation: Pekin Kiwanis Club Peanut Day Friday, November 2, 2007
Donation Cans for Ryan Richardson United States Army**
- 3. Receive and File Financial Statements April 30, 2007 prepared by Willock Warning & Co., P.C.
Tazewell/Pekin Consolidated Communications Center T/PCCC
Tax Increment Financing – Central Business District Fund**
- 4. Receive and File Resignation of Ralph Brower from the Pekin Planning Commission**
- 5. Receive and File Planning Commission Minutes Dated October 10, 2007**

6. Receive and File Pekin Planning Commission Hearings and Recommendations:

- a. Hearing #07-1751 recommends to approve the Site Plan for Custom Car Shop
Glory to Glory Custom Cars 228 Margaret Street from Linda and Lester P. Chasteen
PIN # 04-04-34-432-019 Original Town Blk 37 Lots 6, 7 and part of 9
- b. Hearing #07-1752 – recommends to approve the Special Use Request for Custom Car Shop
Glory to Glory Custom Cars 228 Margaret Street from Linda and Lester P. Chasteen
PIN # 04-04-34-432-019 Original Town Blk 37 Lots 6, 7 and part of 9

Action to be taken 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

1. Illinois River Road National Scenic Byway

DESCRIPTION: Presentation of the partnership to provide a roadway experience of nature and history to visitors and to enhance the resources through appropriate infrastructure development.

PRESENTATION: Anaise Berry Director

NO ACTION REQUIRED:

2. Storm Water Utility Fee

DESCRIPTION: Presentation of the amendments needed to change the Code to create a stormwater utility fee in order to meet EPA regulatory requirements to manage stormwater in the City

PRESENTATION: Public Works Director Joseph Wuellner

NO ACTION REQUIRED: Ordinance to be presented for action at the Council Meeting of December 10, 2007

3. Parking

DESCRIPTION: Presentation of the recommendation of the Traffic Safety Committee regarding preliminary list of initial restricted parking locations.

PRESENTATION: Chairman TSC Chief Timothy Gillespie and City Manager Dennis Kief

NO ACTION REQUIRED: Ordinance to be presented for action at the Council Meeting of November 13, 2007.

4. Public Hearing

DESCRIPTION: Opportunity for comments concerning the adoption of an ordinance authorizing execution of an Agreement for Exchange of Property with Amelia Sangalli.

NO ACTION REQUIRED: Ordinance to be presented for action under New Business.

IX. OLD BUSINESS

Ordinance No. 2532-07/08 – has been tabled

X. NEW BUSINESS

1. Ordinance No. 2534-07/08 – Authorizing the Exchange of Real Estate and Authorizing Execution of Agreement for Exchange

(DK)

DESCRIPTION: At the September 24th City Council meeting the City acquired 6.6 acres from Veterans Drive Investments. The Agreement on this agenda is to exchange that property for approximately 8.70 acres with the Sangalli's to be used as Veteran's Drive and Sheridan Road Right-Of-Way.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

2. Ordinance No. 2535-07/08 – Authorizing the Execution of IMLRMA Minimum/Maximum Contribution Agreement

(DK)

DESCRIPTION: Agreement with the Illinois Municipal League's Risk Management Association for Minimum – Maximum program in the amount of \$567,754.18 for CY 2008

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

3. Site Plan

(JW)

DESCRIPTION: Pekin Planning Commission recommendation to Council regarding the site plan for a Custom Car Shop Glory to Glory Custom Cars at 228 Margaret Street owned by Linda and Lester P. Chasteen PIN # 04-04-34-432-019 Original Town Blk 37 Lots 6, 7 and part of 9

ACTION: Motion to approve the Special Use.

VOTE REQUIRED

4. Special Use Request

(JW)

DESCRIPTION: Pekin Planning Commission recommendation to Council regarding a request for a Custom Car Shop Glory to Glory Custom Cars at 228 Margaret Street from Linda and Lester P. Chasteen PIN # 04-04-34-432-019 Original Town Blk 37 Lots 6, 7 and part of 9

ACTION: Motion to approve the Special Use.

VOTE REQUIRED

5. Letter of Intent - Illinois Department of Transportation Signal Upgrade

(JW)

DESCRIPTION: Commitment to participate with IDOT for upgrading controllers, cabinets, and grounding facilities on IL 9/IL29. The cost estimate for the work is \$21,274.48 from FY09 MFT funding.

ACTION: Motion to concur with Letter of Intent.

VOTE REQUIRED

6. Ordinance No. 1462-A265-07/08 – Amending Title 8, Chapter 3, Section 4 C of the Code of the City of Pekin 1995 Regarding No "U" Turn

(TG)

DESCRIPTION: Recommendation of the Traffic Safety Committee to prohibit the turning in the opposite direction of vehicles on Court Street from Second Street to South Sixth Street by posting sign indicating No "U" Turn .

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

7. **Ordinance No. 1462-A266-07/08 – Amending Title 8, Chapter 3, Section 3 of the Code Of the City of Pekin 1995 Regarding Speed Limits** (TG)
DESCRIPTION: Recommendation of the Traffic Safety Committee to restrict the speed of vehicles on Parkway Drive in the area of Coal Miners Park.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

8. **Contract with the Illinois Department of Transportation** (GR)
DESCRIPTION: Agreement with IDOT for State Operating Grant of \$262,803.00 for the City of Pekin Municipal Bus operation. Funds are part of the contracted services paid to City/Link for Transportation services

ACTION: Motion to approve the agreement and authorize Greg Ranney to execute the agreement and receive the grant

VOTE REQUIRED

9. **Recycling Processing Contract with Midland Davis Recycling** (GR)
DESCRIPTION: Agreement for a 5-year recycling material contract at a rate of \$4.00 per cubic yard And optional 5-year contract at \$4.25

ACTION: Motion to approve the agreement and authorize Greg Ranney to execute the agreement and receive the grant

VOTE REQUIRED

XI. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Council Members

Staff

Public Questions

Press Time

XII. ADJOURNMENT

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

NO VOTE REQUIRED

NEXT COUNCIL MEETING WEDNESDAY NOVEMBER 13, 2007

**PROCEEDINGS OF THE REGULAR MEETING RESCHEDULED
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON TUESDAY, OCTOBER 9, 2007 AT 5:30 O'CLOCK P.M.
BARBARA A. STRAND * MAYOR PRO TEM * PRESIDING**

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

ABSENT: MAYOR R. DAVID TEBBEN AND COUNCIL MEMBER ABEL

As provided by Resolution No. 237, establishing the procedure for appointing a mayor pro tem, Council Member Strand was selected by alphabetical rotation to preside at the meeting in Mayor Tebben's absence from the City.

The **Pledge of Allegiance** was led by Mayor Pro Tem Strand.

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

Agenda

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

Motion by Council Member Jones, seconded by Council Member Dunn, that the **minutes of the Regular City Council Meeting of September 24, 2007, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Kortkamp, seconded by Council Member Jones, that the Consent Agenda be approved as presented.

Mayor Pro Tem Strand read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

- 1. Monthly Reports and Minutes:** Tazewell/Pekin Consolidated Communication Center
September Report,
Fire Department September Report, Police Department September Report
- 2. Pekin Public Library Fund Financial Statements April 30, 2007**
Prepared by Willock Warning & Co., P.C.

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

Impact of Statewide No Smoking Ban

Fire Chief Chuck Lauss briefed Council on State legislation passed in July to prohibit smoking in all public places effective January 1, 2008 and the impact on the City. He provided printed information to the Council on complaints, enforcement, and violations. It was indicated that the Illinois Department of Public Health, local health department, and local law enforcement agencies would be charged with compliance. The City would be affected by the unfunded mandate as a result of more work by the departments from implementation, phone calls, and enforcement. Council Members felt there was need for public education for which a Tazewell County Smoke Free Coalition had been setup. Council Member Blanchard questioned the allocation of the fines and if parks were included in prohibited areas.

New Business

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that the **CITY CONCUR WITH THE RECOMMENDATION OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION TO AWARD THE CONTRACT FOR THE IMPROVEMENT AT BROADWAY ROAD AND PARKWAY DRIVE INTERSECTION TO THE LOW BIDDER R A CULLINAN AND SON, INC.**

City Manager Dennis Kief briefed Council on the history of the sources of funding including Hazard Elimination Safety grant and additional PPUATS funding. He told Council the project had grown over the 7 years of planning to \$1, 216,000 estimate. Council Member Blanchard spoke in support of the project turn lanes and traffic signal upgrades, which could improve safety in the high accident location but also expressed concern as to the pattern of increased costs to already budgeted projects. He requested that staff review the planning process and funding of all projects closer to avoid additional expenses. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A264 - 07/08

AMENDING TITLE 8 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING THE TRAFFIC CODE NO PARKING SCHEDULE 3RD AND MCLEAN STREETS

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that Ordinance No. 1462-A264 – 07/08 be adopted. Police Chief Gillespie advised Council that the Traffic Safety Committee reviewed concerns that parked vehicles obstructed the view of traffic traveling on South 3rd Street and recommended that parking be prohibited 145’ to McLean. It was indicated that no residents would be impacted by the restriction. On roll call vote, all present voted Aye.

RESOLUTION NO. 16 - 07/08

AMENDING THE PERSONNEL POLICY OF THE EMPLOYEE HANDBOOK REGARDING CELL PHONE POLICY REVISION

Motion by Council Member Blanchard, seconded by Council Member Dunn, that Resolution No. 16 – 07/08 be adopted. City Manager Dennis Kief told Council that there were approximately 30 City cell phones used by City employees. He indicated City cell phones were for business purposes only and that language added to the policy would put in place a means of reimbursing the City for personal calls for unforeseen circumstances on City phones. On roll call vote, all present voted Aye.

Motion by Council Member Dunn, seconded by Council Member Blanchard, that the **AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PEKIN AND PEKIN LA MARSH DRAINAGE AND LEVEE DISTRICT** be approved. Council was informed that the City had entered into an agreement with the Drainage District to gain access to the river for a west side boat ramp. The amendment expands stipulations for City access, security of the site and general maintenance. Council Member Blanchard expressed concern for spending on the west side of the river. Discussion followed on the additional costs of guardrails, lights, and security camera. Mayor Pro Tem Strand spoke in support of the value in the added security in deterring vandalism of City property. On roll call vote, Ayes, Jones, Kortkamp, Dunn, and Strand; Nay, Blanchard. Motion Carried.

Motion by Council Member Dunn, seconded by Council Member Blanchard, that the **REGULAR COUNCIL MEETING OF NOVEMBER 12, 2007 BE CANCELLED AND THE MEETING BE RESCHEDULED FOR TUESDAY, NOVEMBER 13, 2007.** Council Members were advised that Veterans Day was on a Sunday but observed on Monday. Action to cancel was necessary until the language in the Code regarding meeting dates were revised in reference to City holidays. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard encouraged everyone’s attendance at the dedication of Rail Slitter’s Park on October 12, 2007. He also requested that Council Members contact the City Manager regarding Derby Street TIF project. He indicated that he had received complaints about the timing of traffic signals at the 14th Street and Park Avenue intersection and asked that Traffic Safety Committee review the matter.

Mayor Pro Tem Strand announced activities planned by the YWCA in bringing awareness to eliminating abuse through Week Without Violence October 14-20, 2007. She informed members that they had been invited to participate in the testing and activities scheduled for the City Health Fair on Wednesday, October 24, 2007 at the Dragon Dome

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

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

COUNCIL ADJOURNED AT 6:04 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
OCTOBER 5, 2007
CITY HALL CONFERENCE ROOM

PRESENT: Tim Gillespie, Dave Pagliaro, Joe Wuellner, Chuck Lauss, Will Taylor. Also present, Lee Ann Wrhel.

Old Business:

1. *"No Parking Fire Lane" Signs for Private Businesses*
The parking hearing enforcement officer has been advised to fine for this violation in accordance with the amount posted on the sign at the location where the violation occurred.
2. *Traffic Speed Lake Whitehurst Area*
The Police Department has monitored this area over the last month. Several warnings were issued. The area does not warrant rumble strips. The area will remain as is at the present time.
3. *Pedestrian Safety Concern – Parkway at Coal Miner's Park*
The Traffic Safety Committee will make a recommendation to City Council to lower the speed limit to 30 mph on Parkway Drive from Court Street to Broadway Road. The Police Department, in cooperation with Park Police, will step up enforcement in that area especially at times of high usage of Coal Miner's Park. Dave Pagliaro will look into signs that flash all the time as an advance warning regarding pedestrians crossing the road there. Also, the public needs to be educated regarding the safety concerns in that area.
4. *Derby Street RR crossing*
A letter and pictures have been sent to the Railroad. The Railroad says that it has not come off their list and they will address it after life safety issues have been taken care of. Pat Jones said that they won't get to it this year. Peggy Meisinger has talked to the I.C.C. and State Senator Koehler about the matter.
5. *Distillery Road return to "One Way"*
The road has been returned to one-way. The Police Department will monitor the traffic flow at factory shift change.

New Business:

1. *Stop Sign Request 6th St. at Prince St.*
Barbara Harper was present at the meeting to request a stop sign at this intersection. She was informed that this intersection does not meet the guidelines for installation of a stop sign. Yield signs are in place at this intersection. The Police Department will monitor the intersection for enforcement. The Street Department will check the intersection to make sure that the yield signs there are clearly visible. She was further advised that future concerns of this nature should be directed to the Traffic Safety Committee for review.
2. *4-Way Stop Sign Request 9th St. at Washington St.*
The request was denied, as the intersection does not meet the criteria for a stop sign. The citizen who made the request will be sent a letter to inform them of the decision.
3. *Trailers Parked on Streets*
Joe Wuellner will look at the Public Safety Traffic Code to see if this matter is addressed there.

4. *Cul-de-sac end of James Rd. at 18th St.*

The restricted parking recommendation that has been forwarded to City Council included a recommendation for parallel parking only in this cul-de-sac.

Around the Table:

There has been a citizen concern regarding speeding on North 11th Street. To address this concern, the radar trailer will be put on North 11th Street and counters will be put out on North 11th Street from Broadway Road to Willow Street and from Willow Street to Sheridan Road. The citizen who presented this concern will be informed of the action being taken.

Jim Jones made a request regarding the stop sign in the middle of the intersection of North Shore and Arlann Drive. The Street Department will install a new stop sign and clean up the area surrounding the stop sign.

The Traffic Safety Committee will make a recommendation to City Council to request an ordinance for no u-turns from the 200 block through the 600 block of Court Street.

Joe Wuellner reported that the road work replacing the concrete at Court Street and Barney Avenue and Court Street and Vogel will be done next week. At that time the traffic signals will be back to traffic activated. They are currently on timers.

Will Taylor reported to the Street Department that there are bushes and trees blocking the view of the intersection of West Shore Drive and S. 18th Street. He also reported that there are trees blocking the view of the intersection of Knapp Street and Koch Street to see westbound vehicles on Koch Street. The Street Department will take care of these issues.

Respectfully Submitted,
Lee Ann Wrhel

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

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
August 9, 2007; 4:00 pm

Present: Chuck Lauss, Greg Nelson, Steve Thompson, Tammy Helm, Jeanne Choate, Jim Deford, Leia Stewart, Frank Metcalf, Dick Berger, Norma Bosley, Pamela Anderson

- I. Welcome (Chair Jeanne Choate)
- II. Approval of the July minutes: Frank Metcalf (1st) & Norma Bosely (2nd); all ayes
- III. Old business
 - A. Recap of the Traffic Safety Committee meeting held on August 3, 2007; 8:30 am (Jeanne Choate); there is an audio component to the traffic signal at 14th and Broadway
 - B. Para-transit discussion; minutes from committee were forwarded to Tri-county Regional Planning Commission; they are conducting a study on transportation in the three county area; information was very helpful to this organization; Pamela Anderson will keep Committee posted on new information as it is available
- IV. New Businesses -
 - A. Police & Fire Departments and TPCCC Representation
 - i. Pekin Fire Chief, Chuck Lauss: required fire prevention in new buildings consists of horn and strobes; some of the fire dept. staff participated in an eight hour basic sign language course – Chief is looking to do training with staff again;
 - ii. TAZCOM, Steve Thompson – 911 is a door/portal to Police, Fire and Ambulance services; TAZCOM recently rec'd a \$160,000 grant to upgrade their service center to answer any TDD/hearing impaired call at any of their 6 answer points/stations; Emergency and Medical dispatching – there is a medical protocol (visual aid of book passed around) and his employees are Nationally Certified Medical Dispatchers; review of the File of Life, Triad – this tool is a communication center form that flags addresses for medical issues
 - iii. Police; Greg Nelson – police are usually the first responders (for a short time) to an incident; all officers have training of first aid and CPR; the police

Next meeting: September 13, 2007 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
August 9, 2007; 4:00 pm

department has a formal program if a child is missing (originated from a non-profit in Florida) – a phone call is placed within a specified ¼ mile radius of residence notifying of child missing; there is also a reverse program – if a child is found hurt or unable to communicate, a phone call will be made to all residences within a ¼ mile to notify

B. Discussion

1. Jim Deford – discussion about the stickers within the windows notifying fire/police/medical personnel of disability/child/etc; response – time has shown that if there are stickers in windows that indicate a disability or child they may be targeted for crime; also if family/individual moves from that location the stickers are not removed causing misidentification of disability or child location
2. Add to move list to notify Tazcom/Fire/ Police department if household had issues
3. FYI – October 13th is an Open House for Fire Prevention
4. Police Dept. has some officers' that can sign; interested in future trainings opportunities
5. Jeanne Choate – inquired about Carbon Monoxide detectors for the hearing impaired; discussion proceeded – Chief Lauss – it is a law that they be designated for smoke and gas within 15 feet of sleeping areas, they are to be hard wired and battery back up; since January 2007 there has been a problem with the hearing impaired able to secure a dual carbon monoxide detectors; there is a need within Pekin of around 30 detectors for 6 families at \$500 per detector to be installed; is this a possibility of CDBG dollars?
6. Norma Bosley asked question to Police concerning power chairs/scooters being ridden in the street; Greg responded that the police officers use discretion when this situation occurs; Greg recommended that if on a scooter that there is good reflective tape/lights/etc at dusk, dawn and/or at night time; orange flags
7. Question raised concerning the house numbers – 4" displayed for the police and fire departments to use spot lights to see house addresses; they do not endorse flashing lights or curb paintings of house numbers

Next meeting: September 13, 2007 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
August 9, 2007; 4:00 pm

8. Tammy Helm shared information concerning the Police Department having 1 officer trained in advanced sign language that can be called out as needed; police department must provide a sign language interpreter if requested
9. Leia Stewert had a question concerning strokes; Steve Thompson from Tazcom responded that they are legally bound to follow a protocol (they are not allowed to deviate from the protocol); Chuck responded that there is a 3 minute or less response time anywhere within the City of Pekin
10. A request was made to Steve Thompson to distribute the Triad information to the Community – Social Security office, Tammy's office, and other offices?
11. Jim Deford asked how the Community could assist the respective Departments at the table; they responded that the Community needs to get them information on how to assist the Community
12. Chief Lauss commented on the future plans of the Fire Department in locating a bigger, training center, hopefully break ground in around 18 months;
13. Emergency situation preparedness – MRE, good water, designated safe haven, blankets within dry garbage bag, medications; MAVIS will assist in getting through initial period; December 1st snow storm was a good training situation – transportation was provided to dialysis patients; Tammy Helm informed the Committee of Tri-SNEPP – Tri-County Special Needs Emergency Preparedness Panel

V. Around the table

Next meeting: September 13, 2007 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
September 13, 2007; 4:00 pm

Present: Jeanne Choate, Jim Deford, Leia Stewart, Frank Metcalf, Norma Bosley, Rob Calvin, Vicki Bass, & Pamela Anderson

Not present: Dick Berger, Tammy Helm & Katie Meskiman

- I. Welcome
- II. Approval of the August minutes: Jim Deford 1st, Frank Metcalf 2nd; all approved
- III. Old business
 - A. There were issues concerning Citylink/lift para-transit expressed – it is not easy getting where you need to go ... disabled or not disabled
- IV. New Businesses -
 - A. Sidewalk designations were made to main routes within the City of Pekin low to moderate income Census Tracts. Committee members will report back at the next meeting.
- V. Around the table

Next meeting: September 13, 2007 at 4:00 pm

BUILDING REPORT 2007

BUILDING REPORT 2007																				
MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG PERMITS									
JANUARY	6.00	\$1,096,940	2.00	\$1,600	1.00	\$1,090	15.00	\$204,945	3.00	\$9,000	\$1,313,485	27.00								
FEBRUARY	2.00	\$524,200			3.00	\$425,692	6.00	\$39,235	3.00	\$57,000	\$1,046,157	14.00								
MARCH	12.00	\$2,089,742	3.00	\$44,160	14.00	\$1,126,188	16.00	\$123,472	19.00	\$26,867	\$3,431,479	66.00								
APRIL	7.00	\$1,262,942		1.00	\$18,500	\$1,126,188	16.00	\$123,472	19.00	\$26,867	\$3,431,479	66.00								
MAY	5.00	\$905,317	5.00	\$61,700	2.00	\$155,000	27.00	\$221,945	57.00	\$108,519	\$1,753,881	99.00								
JUNE	5.00	\$791,380	4.00	\$26,830	6.00	\$303,555	9.00	\$64,600	50.00	\$112,241	\$1,640,181	79.00								
TOTAL 6 MO.	37.00	6,691,051.00	17.00	157,740.44	4.00	602,800.00	3.00	346,055.00	30.00	1,822,755.00	87.00	761,503.30	152.00	393,816.69	5.00	2,500.00	0.00	0.00	\$10,778,221	335.00
JULY	4.00	\$742,377	6.00	\$77,595	1.00	\$1,050,000	15.00	\$74,016	50.00	\$131,194	\$2,075,182	76.00								
AUGUST	8.00	\$1,247,251	3.00	\$7,589	1.00	\$13,000	9.00	\$163,181	24.00	\$171,753	\$1,692,513	72.00								
SEPTEMBER	10.00	\$2,081,760			3.00	\$72,350	24.00	\$119,067	24.00	\$108,141	\$2,725,318	66.00								
OCTOBER											\$0	0.00								
NOVEMBER											\$0	0.00								
DECEMBER											\$0	0.00								
TOTAL 6 MO.	22.00	\$4,071,368	9.00	\$85,184	0.00	\$0	3.00	\$1,407,400	12.00	\$235,531	63.00	\$364,836	99.00	\$299,074	1.00	0.00	5.00	30,000.00	\$5,493,013	214.00
YEAR	59	\$10,762,439	26.00	\$242,924	4.00	\$602,800	6.00	\$1,753,055	42.00	\$2,058,286	150.00	\$1,126,339	251.00	\$692,891	6.00	2,500.00	5.00	30,000.00	\$17,271,235	549.00



October 8, 2007

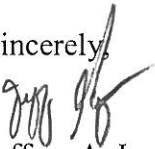
Dave Tebben, Mayor
City of Pekin
111 S. Capitol
Pekin, IL 61554

Dear Mayor Tebben,

I am writing on behalf of the Pekin Kiwanis Club to request permission to conduct our annual Peanut Day solicitation on Friday, November 2, 2007.

The city clerk's office has reserved a spot on the city calendar pending your approval. We will be soliciting donations outside of six local businesses for that one day only. Thanks for your consideration, Mayor Tebben.

Sincerely,


Jeffrey A. Lange
Pekin Kiwanis Club

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 10-17-07

Address of Organization _____

Telephone Number (309) 202-2835

Name, Address and Telephone Number of person filling out form:

Penny Calloway 313 Park Ridge Ln. (309) 202-2835

2. Name, Title and Address of Principal Executive Officer of Organization: N/A

3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: N/A

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: N/A

5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:

Donation canisters for injured soldier (information attached)

6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
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<u>NA</u>				

7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

N | A

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later":

Proceeds from donation cans will be given to injured soldiers family for needed expenses, travel, lodging, food personal needs, etc.

9. Do you employ a full-time salaried Executive Director: No
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: _____ If YES, give name and address of such Organization or person: No

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization:

0

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64:

0

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

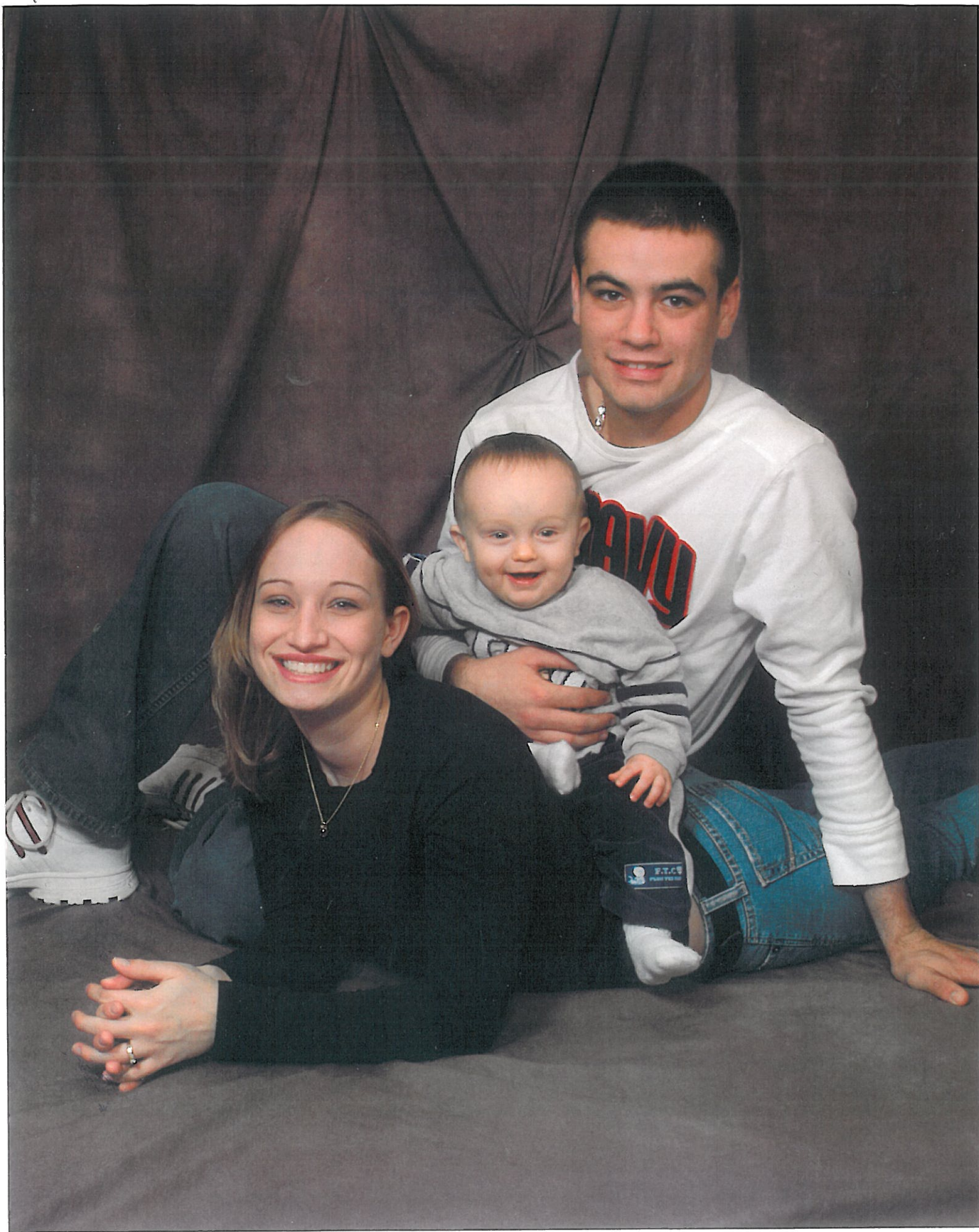
DATE:

10/17/07

SIGNED:

Penny L. Calloway

We need your help for one of our local soldiers and his family. Ryan Richardson grew up in Pekin, IL. And is currently serving in the United States army, on October 13th 2007 Ryan was seriously injured in Baghdad when a bomb exploded. He is currently hospitalized in Germany for surgery to repair his many injuries and stabilizing but will soon be going to the Texas burn unit. Ryan is married and has a two year old son. His family needs your help with expenses so that they may join him. All donations are sincerely appreciated.



TAZEWELL/PEKIN CONSOLIDATED
COMMUNICATIONS CENTER

FINANCIAL STATEMENTS

APRIL 30, 2007

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Tazewell/Pekin Consolidated
Communications Center

We have audited the accompanying financial statements of the Tazewell/Pekin Consolidated Communications Center, a component unit of the City of Pekin, Illinois, as of and for the year ended April 30, 2007, as listed in the table of contents. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these general purpose financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall general purpose financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Tazewell/Pekin Consolidated Communications Center as of April 30, 2007, and the changes in financial position and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States.

Our audit was made for the purpose of forming an opinion on the financial statements taken as a whole. The schedules of revenues and expenditures listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements of the Tazewell/Pekin Consolidated Communications Center. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly presented in all material respects in relation to the financial statements taken as a whole.

Willock Warning & Co, PC

WILLOCK WARNING & CO., P.C.
September 27, 2007

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

STATEMENT OF NET ASSETS

APRIL 30, 2007**ASSETS**

Current assets:

Cash	\$ 119,828
------	------------

Non-current assets:

Capital assets:

Leasehold improvements	44,357
Office equipment	63,057
Communications center	119,279
Communications equipment	1,281,108
Less accumulated depreciation	<u>(1,089,168)</u>
Total capital assets (net of accumulated depreciation)	418,633
Total assets	<u>\$ 538,461</u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 18,198
Accrued wages	21,953
Payments received in advance	157,625
Current portion of long-term liabilities	<u>78,780</u>
Total current liabilities	<u>276,556</u>

Long-term liabilities:

Loan payable-City of Pekin	10,135
Loan payable-Tazewell County	<u>6,696</u>
Total long-term liabilities	<u>16,831</u>
Total liabilities	293,387

NET ASSETS

Unrestricted	<u>245,074</u>
Total liabilities and net assets	<u>\$ 538,461</u>

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN NET ASSETS
YEAR ENDED APRIL 30, 2007

REVENUES:

City of Pekin	\$ 606,523
Tazewell County	336,857
Other governmental entities	233,473
Private businesses	35,864
Other revenues	<u>4,652</u>
Total operating revenues	<u>1,217,369</u>

OPERATING EXPENSES:

Salaries and employees benefits	1,000,332
Administrative and equipment costs	194,944
Depreciation	<u>96,618</u>
Total operating expenses	<u>1,291,894</u>

Operating loss	<u>(74,525)</u>
----------------	-----------------

NON-OPERATING REVENUE (EXPENSE):

Interest earnings	4,137
Interest expense	<u>(6,012)</u>
Net non-operating expense	<u>(1,875)</u>
Change in net assets	(76,400)

Total net assets, beginning of year	<u>321,474</u>
-------------------------------------	----------------

Total net assets, end of year	<u>\$ 245,074</u>
-------------------------------	-------------------

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

STATEMENT OF CASH FLOWS

YEAR ENDED APRIL 30, 2007

Cash flows from operating activities:	
Receipts from services	\$ 1,226,471
Payments for personal services	(740,214)
Payments to vendors and suppliers	<u>(458,175)</u>
Net cash provided by operating activities	<u>28,082</u>
Cash flows from investing activities:	
Proceeds from additional loans	60,000
Principal payments on loans payable	(83,715)
Interest paid on loans payable	<u>(6,012)</u>
Net cash used by financing activities	<u>(29,727)</u>
Cash flows from investing activities:	
Interest received	<u>4,137</u>
Net increase in cash	2,492
Cash, beginning of year	<u>117,336</u>
Cash, end of year	<u>\$ 119,828</u>
Reconciliation of operating loss to net cash provided by operating activities:	
Operating loss	\$ (74,525)
Adjustments to reconcile operating loss to net cash provided by operating activities:	
Depreciation	96,618
Decrease in accounts receivable	3,039
Decrease in accounts payable	(5,960)
Increase in accrued wages	2,847
Increase in advanced payments	<u>6,063</u>
Net cash provided by operating activities	<u>\$ 28,082</u>

The notes to the financial statements are an integral part of this statement.

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2007

NOTE 1 - NATURE AND PURPOSE OF ORGANIZATION

Tazewell/Pekin Consolidated Communications Center (the "Center") is a non-profit corporation formed under the General Not-for-Profit Corporation Act of the State of Illinois and primarily organized for the purpose of providing a centralized public safety communications system for the mutual benefit of the County of Tazewell and the City of Pekin, Illinois. For financial statement reporting purposes, the City of Pekin considers the Center a discrete component unit and is reported on the City's combined financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Basis of Accounting

The accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when received or when measurable and available to finance the Center's operations is followed.

b) Fixed Assets

All fixed assets are valued at historical cost. Communications equipment is being depreciated over an estimated useful life of ten years. Office equipment is being depreciated over an estimated useful life of twenty years. Leasehold improvements are being depreciated over an estimated life of thirty years.

c) Budget

The Center's budget is prepared on the modified accrual basis as required by generally accepted accounting principles. Therefore, the schedules of revenues and expenditures budget and actual (Schedule A and B) have been prepared on a basis consistent with and comparable to the legally adopted budget.

NOTE 3 - CHANGES IN FIXED ASSETS

The following is a summary of the changes in general fixed assets during the current year:

	Balance <u>4/30/06</u>	<u>Additions</u>	Balance <u>4/30/07</u>
Communications equipment	\$ 1,281,108	\$ -	\$ 1,281,108
Office equipment	63,057	-	63,057
Communications center	119,279	-	119,279
Leasehold improvements	44,357	-	44,357
Total	<u>\$ 1,507,801</u>	<u>\$ -</u>	<u>\$ 1,507,801</u>

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2007

NOTE 4 - LONG-TERM LIABILITIES

In 2002 the Center moved its operations from the old City Hall to another building owned by the City of Pekin. The cost of building remodeling and upgrading equipment was financed through two loans from the City of Pekin and Tazewell County. The loans are payable over a five year period with monthly payments of \$3,467.50 on each loan. Interest accrued at 4.75%. During the year, an additional \$30,000 was borrowed from both units of government.

Details of each loan is as follows:

	<u>City of Pekin</u>	<u>Tazewell County</u>
Original loan amount (2002)	\$ 185,000	\$ 185,023
Additional loan amount (2006)	\$ 30,000	\$ 30,000
Loan balance at 4/30/07	\$ 48,715	\$ 46,896

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

SCHEDULE OF REVENUES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2007

	<u>Budget</u>	<u>Actual</u>
City of Pekin	\$ 608,180	\$ 606,523
Tazewell County	330,724	336,857
Other governmental entities	237,483	233,473
Private businesses	36,255	35,864
Interest earnings	1,000	4,137
Other revenues	<u>1,000</u>	<u>4,652</u>
Total revenues	<u>\$ 1,214,642</u>	<u>\$ 1,221,506</u>

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

SCHEDULE OF EXPENDITURES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2007

	<u>Budget</u>	<u>Actual</u>
Salaries and employees benefits:		
Salaries	\$ 698,210	\$ 743,061
Payroll taxes and unemployment benefits	103,300	110,365
Group and workers compensation insurance	190,306	146,662
Medical costs	600	244
Total salaries and employee benefits	<u>992,416</u>	<u>1,000,332</u>
Administrative costs:		
Liability insurance	18,203	2,678
Training and education	4,200	9,484
Small tools, supplies and postage	3,420	3,738
Maintenance and repairs	7,600	5,623
Telephone	41,500	62,786
Utilities	10,800	8,918
Equipment and facilities rental	14,400	11,905
Dues and subscriptions	2,100	2,571
Travel	1,617	1,081
Professional fees/contractual services	30,200	79,635
Public relations	700	2,507
Computer expenses	750	619
Miscellaneous	200	31
Total administrative costs	<u>135,690</u>	<u>191,576</u>
Fixed assets expenditures:		
Communications equipment	<u>5,000</u>	<u>5,544</u>
Financing costs:		
Loan payments-principal and interest	<u>87,000</u>	<u>83,754</u>
Total expenditures	<u>\$ 1,220,106</u>	<u>\$ 1,281,206</u>

The notes to the financial statements are an integral part of this statement.

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

23 OLT AVENUE
PEKIN, ILLINOIS 61554

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

October 15, 2007

Steve Thompson, Operations Supervisor/Manager
Tazewell/Pekin Consolidated Communications Center
1130 Koch Street
Pekin, Illinois 61554

Dear Steve:

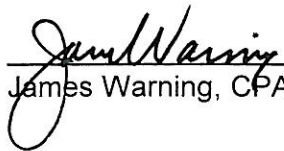
Enclosed are four (4) copies of the Tazewell/Pekin Consolidated Communications Center's financial statements for the year ended April 30, 2007.

A copy of this report has been distributed to the City of Pekin's Mayor, City Clerk, Assistant Finance Director, and the City Treasurer.

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

Yours very truly,

WILLOCK WARNING & CO., P.C.


James Warning, CPA

COPY

Enclosures, as above

JW/dl

cc: City of Pekin Mayor ✓
City of Pekin Clerk
City of Pekin Assistant Finance Director
City of Pekin Treasurer

CITY OF PEKIN, ILLINOIS
TAX INCREMENT FINANCING -
CENTRAL BUSINESS DISTRICT FUND

FINANCIAL STATEMENTS

APRIL 30, 2007

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

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INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Pekin, Illinois

We have audited the accompanying financial statements of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2007, as listed in the table of contents. These financial statements are the responsibility of the City of Pekin, Illinois management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Tax Increment Financing-Central Business District Fund and do not purport to, and do not present fairly the financial position of the City of Pekin, Illinois as of April 30, 2007 and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of April 30, 2007, and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Willock Warning & Co, PC

WILLOCK WARNING & CO., P.C.
September 27, 2007

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

BALANCE SHEET

APRIL 30, 2007

ASSETS

Cash	\$ 250,974
Investments	1,020,546
Receivables	44,144
Due from other funds	<u>220,331</u>
Total assets	<u>\$ 1,535,995</u>

LIABILITIES AND FUND BALANCE

Liabilities:	
Due to other funds	\$ 184,369
Fund balance	<u>1,351,626</u>
Total liabilities and fund balance	<u>\$ 1,535,995</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

YEAR ENDED APRIL 30, 2007

Revenues:

Sales tax increments-state	\$ 186,678
Sales tax increments-city	220,331
Real estate tax increments	522,242
State grant	400,000
Investment earnings	22,424
Rental of property	2,729
Redevelopment reimbursements-prior year	<u>52,289</u>
Total revenues	<u>1,406,693</u>

Expenditures:

Administration	51,046
Redevelopment	7,113
Debt service:	
Interest	92,138
Principal	<u>349,375</u>
Total expenditures	<u>499,672</u>
Excess of revenues over expenditures	907,021

Fund balance, beginning of year	<u>444,605</u>
---------------------------------	----------------

Fund balance, end of year	<u>\$ 1,351,626</u>
---------------------------	---------------------

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2007

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

a) Reporting Entity

The Tax Increment Financing-Central Business District Fund (the TIF-CBD Fund) is a separate fund of the City of Pekin, Illinois. It is included in the governmental activities in the Statement of Net Assets and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the TIF-CBD Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

The City of Pekin established the TIF-CBD Fund by Ordinances dated November 11, 1986 pursuant to the Illinois Tax Allocation Redevelopment Act. The purpose of the fund is to account for resources and expenditures arising in connection with redevelopment of a certain designated project area pursuant to a plan for redevelopment. The Fund was due to expire in 2009. In 2005 the State of Illinois, through the legislative process, extended the real estate tax exemption to the year 2021. On June 28, 2004 the City of Pekin passed an ordinance extending the sales tax provisions through the year 2013. The additional time is needed to complete the redevelopment project and retire the debt obligations used to finance the project costs.

b) Basis of Accounting

The modified accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when received in cash unless susceptible to accrual or of a material amount and not received at the normal time of receipts, is followed.

NOTE 2 - RECEIVABLES/DUE FROM OTHER FUNDS

At April 30, 2007 the TIF-CBD Fund was owed \$44,144 by the State of Illinois for state incremental sales taxes earned in the quarter ending March 31, 2007.

The TIF-CBD Fund was owed \$220,331 from the City's General Fund at April 30, 2007. The State calculates the annual municipal growth of sales tax which requires a transfer of sales tax receipts from the General Fund to the TIF/CBD Fund.

The TIF/CBD Fund owed the City's General Fund \$184,369 as a result of principal and interest payments on the Refunding Series 2004 General Obligation Bonds being paid from the General Fund rather than the TIF/CBD Fund.

NOTE 3 - LONG-TERM DEBT

The following is a summary of changes in long-term debt for the year ended April 30, 2007:

	Balance <u>4/30/06</u>	Bond <u>Additions</u>	Bond <u>Retirements</u>	Balance <u>4/30/07</u>
General Obligation Bonds:				
Refunding Series 2004	\$ 1,260,000	\$ -	\$ (165,000)	\$ 1,095,000
Series 2004	<u>1,405,327</u>	<u>-</u>	<u>(184,375)</u>	<u>1,220,952</u>
	<u>\$ 2,665,327</u>	<u>\$ -</u>	<u>\$ (349,375)</u>	<u>\$ 2,315,952</u>

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2007

NOTE 3 - continued

A brief description of the above long-term debt obligations is as follows:

General Obligation Refunding Bonds, Series 2004

These bonds were issued to refund the outstanding bonds of the Series 1993-A issue. The bonds are dated October 15, 2004 and are due in annual installments ranging from \$170,000 to \$195,000. Interest rates range from 2.3 percent to 3.65 percent.

\$ 1,095,000

General Obligation Bond, Series 2004

On October 19, 2004, the City issued a general obligation bond in the amount of \$2,950,000 for the purpose of financing equipment and vehicle purchases, infrastructure work, and riverfront park improvements within the TIF-CBD area. At April 30, 2007, the City had drawn down \$2,891,347 of the total bond issue. The amount of funds used for the TIF-CBD project at April 30, 2007 totaled \$1,405,327. The repayment of debt obligations by the TIF-CBD Fund is proportional to the amount of funds used for the TIF-CBD project. Annual principal payments for the entire outstanding bond balance is \$368,750. The interest rate is 3.894 percent.

1,220,952

Total

\$ 2,315,952

Debt Service

The anticipated annual debt service requirements applicable to the TIF-CBD Fund for the principal and interest on the bonds outstanding at April 30, 2007 are as follows:

<u>Year</u> <u>Ended</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2008	\$ 349,213	\$ 79,193	\$ 428,406
2009	354,212	67,794	422,006
2010	359,213	55,741	414,954
2011	364,212	43,092	407,304
2012	369,213	30,009	399,222
2013-2014	519,889	19,410	539,299
	<u>\$ 2,315,952</u>	<u>\$ 295,239</u>	<u>\$ 2,611,191</u>

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2007

NOTE 3 - continued

Bond Defeasance

In August, 1992, the City provided for the defeasance of a portion of its General Obligation Corporate Purpose Bonds, Series 1990, by placing funds in an irrevocable trust with an escrow agent to provide for future debt service payments. The funds have been invested in U.S. Treasury obligations that, together with interest earned thereon, will provide amounts sufficient for future debt service payments of interest and principal on the issue which totaled in principal \$640,000 at the date of defeasance. As a result, these bonds are considered to be defeased and the liability for the bonds has been removed from the noncurrent liabilities on the City's Statement of Net Assets at April 30, 2007.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

CASH ANALYSIS

YEAR ENDED APRIL 30, 2007

Cash balance, beginning of year		\$ 141,146
Deposits:		
Sales tax increments-state and city	\$ 186,367	
Real estate tax increments	522,242	
State grant	400,000	
Investment earnings	22,424	
Rental of property	2,729	
Redevelopment reimbursements	52,289	
Receipt of funds owed from General Fund	<u>10,614</u>	1,196,665
Expenditures:		
Administrative and redevelopment expenses	58,159	
Debt service payments	257,144	
Payments on previous year's accounts payable	595	
Investments in money market fund	<u>770,939</u>	<u>1,086,837</u>
Cash balance, end of year		<u>\$ 250,974</u>
Ending balance by source:		
Sales tax increments	\$ 96,512	
Real estate tax increments	134,375	
Investment earnings	18,858	
Rental of property	<u>1,229</u>	
Total		<u>\$ 250,974</u>

The notes to the financial statements are an integral part of this statement.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE

We have audited the financial statements of the City of Pekin, Illinois for the year ended April 30, 2007, and have issued our report thereon dated September 27, 2007.

We have also audited the City of Pekin's compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project. The management of the City of Pekin, Illinois is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the City of Pekin, Illinois' compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the City of Pekin, Illinois complied, in all material respects, with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project.

Willock Warning & Co, PC

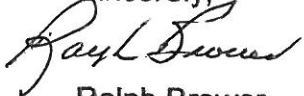
WILLOCK WARNING & CO., P.C.
September 27, 2007

15 October 2007

Mayor Tebben:

Let this correspondence serve as my resignation from the Pekin Planning Commission. I have served on the commission for over thirty years and under six mayors, starting with the initial appointment by Mayor Waldmeir. The real reason for my resignation is that I am realizing that I miss out on some of the conversation, especially group and side conversations. This leads to my effectiveness on the commission I am appreciative for the opportunity to have served on the Commission.

Sincerely,

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

Ralph Brower

Pekin Planning Commission Minutes
October 10, 2007

Present:

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

Absent:

Chad Schmidgall
Don Hild

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 and Attorney Bosich

Chairman Ron Knautz asked for approval of the amended agenda.

Ron Sieh asked that Gary Allen be added as an informal for a New Subdivision presentation.

MOTION by Steve Huey, Seconded by Scott Nichols 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 September 12, 2007.

MOTION by Scott Nichols seconded by Michele Long to approve the minutes as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

The City Council approved the following:

On September 24, 2007 the Council Filed and Received minutes from the September 12 meeting and Hearing #07-1744 (revised) the recommendation of property pending Annexation in the proposed Wedge Development Tract 1, from RM-1 with an RT designation to RV-1 (original received by Council 08/27/09).

Approved Hearing #07-1748 the zoning of South 5th Street Properties, Lots 1-3 to R-2 (Single Family Residential).

Council tabled the recommendation of Hearing #07-1750 the amendment of Ordinance 9-10B/Parking as presented with corrections in wording to 9-20B-14E "vehicular parking" to complete the paragraph (Hearing #07-1747 additional code changes received by Council 08/13/07).

PPC Correspondence: No Correspondence

Application #1: Linda D & Lester P Chasteen, Owner

Hearing #1: Special Use for a Custom Car Shop (Glory to Glory Custom Cars) with the property ID # 04-04-34-432-019 and Legal Description of Pekin Original Town Blk 37 Lots 6,7 & Pt of 9 at 228 Margaret, located in Tazewell County

Open Public Hearing: 6:34pm

Juan Rios, Entrepreneur was present. He presented his case and stayed available for questions.

Close Public Hearing: 6:36pm

Michele Long asked what type of painting is done in the shop.

Juan Rios responded that it is mainly Graphics and Accents.

MOTION by Bill Craig, seconded by Michele Long to approve the Site Plan for the Special Use for a Custom Car Shop (Glory to Glory Custom Cars) to the City of Pekin. On roll Call vote, All present voted **AYE**. MOTION APPROVED.

MOTION by Steve Huey, seconded by Bill Craig to approve the Special Use for a Custom Car Shop (Glory to Glory Custom Cars) to the City of Pekin. On roll Call vote, All present voted **AYE**. MOTION APPROVED.

Chairman Ron Knautz recommended the petitioner attend the City Council meeting on October 22, 2007 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Informal Business:

1) Gary Allen / Plat for Lick Creek Subdivision
Gary Allen presented the plat for the future Subdivision.
He will be coming back in November for a Formal Hearing.

2) Definition (R-4) / Discussion

Ron Sieh presented recommendations by Attorney Oberle. It was decided to leave the code as is. The only change will take place in the Schedule of Regs. Adding the following changes under 5000sq ft minimum, the word existing and adding 7800sq ft minimum for new. Ron will prepare the changes for approval at the November meeting.

MOTION by Bill Craig, seconded by Michele Long to adjourn the meeting. On roll Call vote, All present voted **AYE**.
MOTION APPROVED.

Meeting adjourned at 7:03pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
October 10, 2007

HEARING #07-1751

The Pekin Planning Commission recommends to Approve the Site Plan for the Special Use for a Custom Car Shop (Glory to Glory Custom Cars) at 228 Margaret to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Pekin Planning Commission
October 10, 2007

HEARING #07-1752

The Pekin Planning Commission recommends to Approve the Special Use for a Custom Car Shop (Glory to Glory Custom Cars) at 228 Margaret to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES

WORK SESSION – AUGUST 17, 2007 @ 9:00 A.M.

PRESENT: Tim Gillespie, Dennis Kief, Dave Pagliaro, Joe Wuellner, Chuck Lauss, Joe Berardi.

This work session was called to physically go out on the streets to assess the traffic safety issues of the areas on the preliminary list to make a recommendation to City Council regarding restricted parking.

The following is the Traffic Safety Committee recommendation regarding the listed locations:

LOCATION	RECOMMENDATION
1000 Block of Mechanic St.	No Parking – East side of street
Woodlawn Ct.	No Parking – Both sides of street
Hecker Ct.	E/W Portion – No Parking both sides of street N/S Portion – No Parking East Side
Dead end of 8 th St. (1000 Block) off of Prince St.	No Parking – East side of street in cul-de-sac
Winter St. between 10 th St. and Hecker Ct.	North side currently has no parking
600 Block of S. 11 th St.	No Parking – West side of street
600 Block of S. 12 th St.	No Parking – West side of street
Ann Eliza St. between 11 th St. and 12 th St.	No Parking – Both sides of street
Christopher St.	No Parking – 300 Block West side No Parking – 400 Block both sides of street
Orchard St.	No Parking – East side of street
Elm St. between Mechanic St. and 3 rd St.	No Parking – Both sides of street
Charles St. between Summer St. and 3 rd St.	No Parking – Both sides of street
Charles St. between Mechanic St. and Maple St.	No Parking – Both sides of street
1100 Block of S. 6 th St. (Curve)	No Action – Curve has lanes marked
Maple St. (1000 Block) from Elm St. to dead end	No Parking – West side of street
Cul de sac at the end of James Rd. at 18 th St.	Parallel parking only
Prince St. between Summer St. and 3 rd St.	No Parking – Both sides of street
McLean St. from 2 nd St. to West end	No Parking – Both sides of street
Meyers Ct. from 12 th St. to West end	No Parking – Both sides of street
Prince St. from 12 th St. to 14 th St.	No Parking – Both sides of street

Special note that Fall Avenue is a good example of a restriction already in place. There is currently no parking on both sides of Fall Avenue.

This work session is a preliminary step. There will be more recommendations in the future, as this session did not cover the entire city.

Respectfully Submitted,
Lee Ann Wrhel

TO: PEKIN DAILY TIMES

FAX: 346-9815

Please publish one time only, on September 21, 2007, and forward statement and certificate of publication to Sue E. McMillan, City Clerk, 111 S. Capitol, Pekin, IL 61554.

NOTICE OF PUBLIC HEARING

On October 8, 2007 at 5:30 P.M., the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, will contemplate the adoption of an ordinance authorizing execution of an Agreement for Exchange with Amelia Sangalli in which the City of Pekin will exchange Tract I for Tract II, and which tracts are legally described as follows:

Tract I - City of Pekin:

A part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third P.M., being more particularly described as follows:

Commencing at the center of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 1022.25 feet to the Point of Beginning of the tract to be described; thence South 20° 02' 52" East, a distance of 411.70 feet; thence South 0° 34' 25" East, a distance of 11.13 feet; thence South 89° 07' 59" West, a distance of 668.2 feet, more or less, to a point on the proposed Easterly R.O.W. line of Veterans Drive; thence North 14° 25' 51" East along the proposed Easterly R.O.W. line of Veterans Drive, a distance of 414.7 feet, more or less, to a point on the North line of the West Half of the Southeast Quarter of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 425.7 feet, more or less, to the Point of Beginning, containing 5.03 acres, more or less, situate, lying and being in the County of Tazewell and State of Illinois.

ALSO, a part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the 3rd P.M., being more particularly described as follows:

Commencing at the center of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 1022.25 feet; thence South 20° 02' 52" East, a distance of

411.70 feet; thence South 0° 34' 25" East, a distance of 11.13 feet to the Point of Beginning of the tract to be described; thence continuing South 0° 34' 25" East, a distance of 100.24 feet; thence South 89° 07' 59" West, a distance of 696.8 feet, more or less, to a point on the proposed Easterly R.O.W. line of Veterans Drive; thence North 14° 25' 51" East along the proposed Easterly R.O.W. line of Veterans Drive, a distance of 103.92 feet; thence North 89° 07' 59" East, a distance of 668.2 feet, more or less, to the Point of Beginning, containing 1.57 acres, more or less, situate, lying and being in the County of Tazewell and State of Illinois.

Tract II - Sangalli:

A tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 32; thence North 89 degrees 07 minutes 30 seconds East, (bearings are assumed for descriptive purposes only) along the South line of the Northeast Quarter of said Section 32, a distance of 377.80 feet to the Point of Beginning; thence North 15 degrees 07 minutes 05 seconds East, a distance of 1303.43 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 4.73 feet; thence South 88 degrees 43 minutes 48 seconds West, a distance of 663.89 feet; thence North 20 degrees 52 minutes 52 seconds East, a distance of 89.34 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section 32; thence North 89 degrees 17 minutes 08 seconds East, along said North line, a distance of 1251.10 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 32; thence South 00 degrees 04 minutes 56 seconds East, along the East line of the Southwest Quarter of the Northeast Quarter of said Section 32, a distance of 283.99 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 406.68 feet; thence South 15 degrees 07 minutes 05 seconds West, a distance of 1223.41 feet to the South line of the Northeast Quarter of said Section 32; thence South 89 degrees 07 minutes 30 seconds West, along said South line, a distance of 248.84 feet to the Point of Beginning. The said real estate containing 465,560 square feet, more or less, of 10.688 acres, more or less.

EXCEPTING HOWEVER the following described tract of land. A tract of land being part of the property conveyed to Central Illinois Light Company as recorded in Book 1090, Page 39 as Document Number 557169 at the Tazewell County Recorder's Office on the 23rd day of April, 1975, and being more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 32; thence South 89 degrees 17 minutes 08 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 32, a distance of 576.19 feet to the Point of Beginning; thence South 18 degrees 23 minutes 29 seconds East, a distance of 403.17 feet; thence South 15 degrees 07 minutes 05 seconds West, a distance of 316.99 feet;

thence North 18 degrees 23 minutes 29 seconds West, a distance of 433.30 feet; thence North 15 degrees 07 minutes 05 seconds East, a distance of 205.93 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 4.73 feet; thence South 88 degrees 43 minutes 48 seconds West, a distance of 114.97 feet; thence North 18 degrees 23 minutes 29 seconds West, a distance of 81.60 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section 32; thence North 89 degrees 17 minutes 08 seconds East, along said North line, a distance of 183.67 feet to the Point of Beginning, and containing 86,629 square feet, more or less, or 1.989 acres, more or less.

A copy of the proposed Agreement will be submitted and will be on file in the Office of the City Clerk. The City reserves the right to accept or to modify said proposal.

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

SUE E. McMILLAN
CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief

AGENDA ITEM: Agreement To Exchange Property for Veteran's Drive Right-Of-Way

AGENDA DATE REQUESTED: October 22, 2007

ACTION REQUESTED: Approval of Agreement To Exchange Real Property for Veteran's Drive Right-Of-Way

BACKGROUND: At the September 10, 2007 City Council meeting, 3 Ordinances were approved that outlined the conditions of annexations of 3 properties totalling nearly 200 acres. Both the Veteran's Drive Investments and Sangalli agreements spelled out the terms of dedicating Public Right-Of-Way. The Veteran's Drive Investment's agreement stipulates that they will sell to the City approximately 6.6 acres of property. That property was to then be deeded to the Sangalli's in exchange for a similar amount of what will become Right-Of-Way for the Northerly extension of Veteran's Drive.

At the September 24th City Council meeting the City acquired 6.6 acres from Veteran's Drive Investments. The Agreement on this agenda is to exchange that property for approximately 8.70 acres with the Sangalli's to be used as Veteran's Drive and Sheridan Road Right-Of-Way.

FINANCIAL IMPACT: The City previously incurred the \$66,000 cost of acquiring the 6.6 acres. Obtaining the Right-Of-Way for Veteran's Drive potentially accelerates the schedule of constructing the section of Veteran's Drive from Broadway to Sheridan.

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

IMPACT IF APPROVED: Step towards extending Veteran's Drive North

IMPACT IF DENIED: Complicates Right-Of-Way acquisition process

ALTERNATIVES: Veteran's Drive Right-Of-Way would still have to be acquired at a later date at undoubtedly a higher cost

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

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE EXCHANGE OF REAL ESTATE AND
AUTHORIZING EXECUTION OF AGREEMENT FOR EXCHANGE**

WHEREAS, the CITY OF PEKIN owns approximately 6.6 acres, more or less, located on Veterans Drive (the “Property”) and being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference thereto; and

WHEREAS, the City Council of the CITY OF PEKIN has determined that the real estate described in Exhibit “A” is unoccupied and not needed for or used for governmental purposes or proprietary activity and therefore, the said real estate is not required for the use of, or profitable to the municipality; and

WHEREAS, 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; and

WHEREAS, AMELIA SANGALLI owns certain real estate located along Sheridan Road that has been determined by the CITY OF PEKIN to be necessary for the expansion of the proposed Veterans Road extension, and being more particularly described in Exhibit “B” attached hereto and incorporated herein by reference thereto; and

WHEREAS, AMELIA SANGALLI is willing to exchange her real estate described in Exhibit “B” for the real estate owned by the CITY OF PEKIN described in Exhibit “A”; and

WHEREAS, CITY OF PEKIN and AMELIA SANGALLI are desirous of entering into an Agreement for Exchange of said tracts of real estate, a copy of which Agreement for Exchange is attached hereto as Exhibit “C” and incorporated herein by reference thereto; and

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the questions of the sale and exchange of said tracts of real estate in the Pekin Daily Times, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on September 21, 2007.

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

SECTION I. That the CITY OF PEKIN finds as facts the recitals herein above set forth.

SECTION II. That the Mayor and City Clerk be and they are hereby authorized and directed to execute the Agreement for Exchange between the CITY OF PEKIN and AMELIA SANGALLI, a copy of which proposed Agreement for Exchange is attached hereto as Exhibit "C".

SECTION III. The Mayor and City Clerk be, and they are further authorized and directed to execute such other documents as may be necessary to fulfill the terms of the Agreement for Exchange, including but not limited to execution and delivery of such deed or deeds of conveyance necessary to consummate the transaction contemplated in said Agreement for Exchange.

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2007.

MAYOR

APPROVED this _____ day of _____, 2007.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"

Legal Description of City of Pekin Real Estate

A part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third P.M., being more particularly described as follows:

Commencing at the center of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 1022.25 feet to the Point of Beginning of the tract to be described; thence South 20° 02' 52" East, a distance of 411.70 feet; thence South 0° 34' 25" East, a distance of 11.13 feet; thence South 89° 07' 59" West, a distance of 668.2 feet, more or less, to a point on the proposed Easterly R.O.W. line of Veterans Drive; thence North 14° 25' 51" East along the proposed Easterly R.O.W. line of Veterans Drive, a distance of 414.7 feet, more or less, to a point on the North line of the West Half of the Southeast Quarter of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 425.7 feet, more or less, to the Point of Beginning, containing 5.03 acres, more or less, situate, lying and being in the County of Tazewell and State of Illinois.

ALSO, a part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the 3rd P.M., being more particularly described as follows:

Commencing at the center of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 1022.25 feet; thence South 20° 02' 52" East, a distance of 411.70 feet; thence South 0° 34' 25" East, a distance of 11.13 feet to the Point of Beginning of the tract to be described; thence continuing South 0° 34' 25" East, a distance of 100.24 feet; thence South 89° 07' 59" West, a distance of 696.8 feet, more or less, to a point on the proposed Easterly R.O.W. line of Veterans Drive; thence North 14° 25' 51" East along the proposed Easterly R.O.W. line of Veterans Drive, a distance of 103.92 feet; thence North 89° 07' 59" East, a distance of 668.2 feet, more or less, to the Point of Beginning, containing 1.57 acres, more or less, situate, lying and being in the County of Tazewell and State of Illinois.

PIN:

EXHIBIT "B"

Legal Description for Amelia Sangalli Real Estate

A tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 32; thence North 89 degrees 07 minutes 30 seconds East, (bearings are assumed for descriptive purposes only) along the South line of the Northeast Quarter of said Section 32, a distance of 377.80 feet to the Point of Beginning; thence North 15 degrees 07 minutes 05 seconds East, a distance of 1303.43 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 4.73 feet; thence South 88 degrees 43 minutes 48 seconds West, a distance of 663.89 feet; thence North 20 degrees 52 minutes 52 seconds East, a distance of 89.34 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section 32; thence North 89 degrees 17 minutes 08 seconds East, along said North line, a distance of 1251.10 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 32; thence South 00 degrees 04 minutes 56 seconds East, along the East line of the Southwest Quarter of the Northeast Quarter of said Section 32, a distance of 283.99 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 406.68 feet; thence South 15 degrees 07 minutes 05 seconds West, a distance of 1223.41 feet to the South line of the Northeast Quarter of said Section 32; thence South 89 degrees 07 minutes 30 seconds West, along said South line, a distance of 248.84 feet to the Point of Beginning. The said real estate containing 465,560 square feet, more or less, of 10.688 acres, more or less.

EXCEPTING HOWEVER the following described tract of land. A tract of land being part of the property conveyed to Central Illinois Light Company as recorded in Book 1090, Page 39 as Document Number 557169 at the Tazewell County Recorder's Office on the 23rd day of April, 1975, and being more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 32; thence South 89 degrees 17 minutes 08 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 32, a distance of 576.19 feet to the Point of Beginning; thence South 18 degrees 23 minutes 29 seconds East, a distance of 403.17 feet; thence South 15 degrees 07 minutes 05 seconds West, a distance of 316.99 feet; thence North 18 degrees 23 minutes 29 seconds West, a distance of 433.30 feet; thence North 15 degrees 07 minutes 05 seconds East, a distance of 205.93 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 4.73 feet; thence South 88 degrees 43 minutes 48 seconds West, a distance of 114.97 feet; thence North 18 degrees 23 minutes 29 seconds West, a distance of 81.60 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section 32; thence North 89 degrees 17 minutes 08 seconds East, along said North line, a distance of 183.67 feet to the Point of Beginning, and containing 86,629 square feet, more or less, or 1.989 acres, more or less.

PIN: 05-05-32-200-002 (part)

EXHIBIT “C”

Agreement for Exchange

AGREEMENT FOR EXCHANGE

THIS AGREEMENT made and entered into this _____ day of _____, 2007, between CITY OF PEKIN, an Illinois Municipal Corporation, hereinafter referred to as “First Party”, and AMELIA SANGALLI, hereinafter referred to as “Second Party”.

WHEREAS, First Party is about to acquire the real estate legally described in Exhibit “A” attached hereto and by this reference incorporated herein, which said real estate, is hereinafter referred to as “Tract I”; and

WHEREAS, Second Party owns certain real estate legally described in Exhibit “B” attached hereto and by this reference incorporated herein, which said real estate is hereinafter referred to as “Tract II”; and

WHEREAS, First Party wishes to exchange Tract I for Tract II, and Second Party wishes to exchange Tract II for Tract I, subject to the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Party and Second Party agree as follows:

1. Conveyance of First Party’s Property: First Party hereby covenants and agrees to convey Tract I to Second Party in fee simple, subject to (a) accrued but unpaid taxes and assessments; (b) any and all building and use restrictions, easements or reservations now of record

affecting said premises; (c) zoning restrictions; (d) subject to rights of any farm tenants in possession; (e) subject to Second Party assuming and agreeing to pay a \$2,500.00 per acre fee ($\$2,500.00 \times 6.6 = \$16,500.00$) for connection to the sanitary sewer facilities to be constructed pursuant to the Wedge Annexation Agreement dated _____, 2007, at such time as Second Party develops said property; and (f) subject to the limitations to use of that property for storage facilities under an I-1 zoning classification as set forth in the Wedge Annexation Agreement dated _____, 2007.

2. Conveyance of Second Party's Property: Second Party hereby covenants and agrees to convey Tract II to First Party in fee simple, subject to (a) accrued but unpaid taxes and assessments; (b) any and all building and use restrictions, easements or reservations now of record affecting said premises; (c) zoning restrictions; and (d) subject to rights of any farm tenants in possession.

3. Date of Possession: Second Party shall give possession of Tract II to First Party no later than _____, 2007. Simultaneously therewith, First Party shall give possession of Tract I to Second Party.

4. Evidence of Title to First Party's Property: First Party shall, at its expense, furnish Second Party with a Letter of Commitment issued by a reputable title insurance company assuring that a policy in any amount reasonably requested by Second Party shall be issued, subject only to the matters which this sale is subject by the terms hereof and to the usual provisions contained in owner's policies issued by title companies.

5. Evidence of Title to Second Party's Property: Second Party shall, at its expense, furnish First Party with a Letter of Commitment issued by a reputable title insurance company assuring that a policy in any amount reasonably requested by First Party shall be issued, subject only to the matters which this sale is subject by the terms hereof and to the usual provisions contained in owner's policies issued by title companies.

6. Proration of Taxes: Accrued but unpaid general real estate taxes on the First Party's property and the Second Party's property shall be prorated through the date of conveyance of the First Party's Property to Second Party. If the amount of such taxes is not ascertainable at closing, proration shall be made on the basis of the most recently ascertainable assessed valuation of the respective properties times the most recently ascertainable tax rate.

7. Condition of Premises: Each party agrees that they accept the transfer of said property in "as is" condition.

8. First Party's Representations and Warranties. Without performing any investigation or inquiry and without any duty or obligation to perform or conduct any investigation or inquiry, First Party represents to Second Party that all of the following are now and shall be true as of the closing:

(a) First Party has full right, power and authority to execute and deliver this contract and take such actions as may be necessary to effectuate the transaction contemplated herein and close pursuant hereof.

(b) There is no pending, and to the best knowledge of First Party, no threatened litigation with respect to the premises, and in the event First Party receives notice of any litigation or has reason to believe that any litigation is threatened with respect to the premises, First Party shall notify Second Party promptly of such pending or threatened litigation.

(c) Prior to closing, First Party shall maintain the premises and shall commit no waste, damage or destruction of the premises. First Party agrees to deliver possession of the premises in the same condition as it is as of the date of this contract, ordinary wear and tear accepted.

(d) To the best of First Party's knowledge and belief, there are no violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the premises, which have not been heretofore entirely corrected.

(e) To the best of First Party's knowledge and belief, there is no existing, pending or contemplated threatened or anticipated (i) condemnation of any part of the premises, (ii) widening, change of grade or limitation on any use of streets, roads or highways abutting the real estate, (iii) special tax or assessment to be levied against the premises, (iv) change in the zoning classification of the premises, or (v) change in the tax assessment of the premises, except as may be undertaken by Second Party pursuant to this contract.

(f) To the best of First Party's knowledge and belief, the premises does not contain any hazardous substance or waste, nor has the First Party received any notice of any threatened or actual presence, release, threat of release, placement on or in the premises, or the generation, transportation, storage, treatment or disposal at the premises of any hazardous substance. For purposes of this representation, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et. seq., the Illinois Environmental Protection Act ("IEPA"), Illinois Compiled Statutes, Chapter 514, Section 5/9 et. seq., or other applicable local, state or federal laws or regulations or any common law theory based on nuisance or strict liability.

(g) At closing, the premises shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Second Party as of the closing and subject to the rights of any farm tenants in possession.

(h) There is no access to Tract I and First Party is not obligated to provide Second Party with any access to said Tract I.

9. Second Party's Representations and Warranties. Without performing any investigation or inquiry and without any duty or obligation to perform or conduct any investigation or inquiry, Second Party represents to First Party that all of the following are now and shall be true as of the closing:

(a) Second Party has full right, power and authority to execute and deliver this contract and take such actions as may be necessary to effectuate the transaction contemplated herein and close pursuant hereof.

(b) There is no pending, and to the best knowledge of Second Party, no threatened litigation with respect to the premises, and in the event Second Party receives notice of any litigation or has reason to believe that any litigation is threatened with respect to the premises, Second Party shall notify First Party promptly of such pending or threatened litigation.

(c) Prior to closing, Second Party shall maintain the premises and shall commit no waste, damage or destruction of the premises. Second Party agrees to deliver possession of the premises in the same condition as it is as of the date of this contract, ordinary wear and tear accepted.

(d) To the best of Second Party's knowledge and belief, there are no violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the premises, which have not been heretofore entirely corrected.

(e) To the best of Second Party's knowledge and belief, there is no existing, pending or contemplated threatened or anticipated (i) condemnation of any part of the premises, (ii) widening, change of grade or limitation on any use of streets, roads or highways abutting the real estate, (iii) special tax or assessment to be levied against the premises, (iv) change in the zoning classification of the premises, or (v) change in the tax assessment of the premises, except as may be undertaken by Second Party pursuant to this contract.

(f) To the best of Second Party's knowledge and belief, the premises does not contain any hazardous substance or waste, nor has the Second Party received any notice of any threatened or actual presence, release, threat of release, placement on or in the premises, or the generation, transportation, storage, treatment or disposal at the premises of any hazardous substance. For purposes of this representation, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et. seq., the Illinois Environmental Protection Act ("IEPA"), Illinois Compiled Statutes, Chapter 514, Section 5/9 et. seq., or other applicable local, state or federal laws or regulations or any common law theory based on nuisance or strict liability.

(g) At closing, the premises shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than First Party as of the closing, subject to the rights of any farm tenants in possession.

(h) There is no access to Tract II and Second Party is not obligated to provide First Party with any access to said Tract II.

10. Entire Agreement: The terms and conditions set forth in this instrument supersede all prior oral or written understandings and constitute the entire agreement between First Party and Second Party.

11. Modifications: No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall or will be claimed by First Party or Second Party, and no notice of an extension, change, modification or amendment made or claimed by First Party or Second Party shall have any force or effect whatsoever except the same shall be endorsed in writing on this agreement and signed by the parties hereto.

12. Warranties to Survive Closing: Warranties, covenants and agreements contained herein are not canceled by performance of the contract, but shall survive the closing of the transaction and delivery of deeds.

13. Time of Payment; Successors in Interest: Time of payment and performance is of the essence of this agreement. This agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.

14. Headings, Gender, etc.: Paragraph headings are for reference only and are not intended to limit or construe the provisions of any paragraph. Unless otherwise required by this agreement, words imparting one gender include all genders and words imparting the singular number include the plural and words imparting the plural number include the singular.

15. Contingencies: The closing of this transaction is subject to the following:

A. First Party entering into an annexation agreement with Veterans Drive Investments, LLC, an Illinois Limited Liability Company, LeTrout Land Trust dated February 27, 1998 and Wedge Development, LLC, an Illinois Limited Liability Company, as well as First Party entering into an annexation agreement with Second Party.

B. First Party entering into and closing of an Agreement to Purchase with Veterans Drive Investments, LLC, an Illinois Limited Liability Company, and LeTrout Land Trust dated February 17, 1998, for the purchase of the property described as Tract I.

C. Pursuant to the terms of the annexation agreement with Veterans Drive Investments, LLC, an Illinois Limited Liability Company, LeTrout Land Trust dated February 27, 1998 and Wedge Development, LLC, an Illinois Limited Liability Company, said parties agreed to pay the City of Pekin the sum of \$2,500.00 per acre for the sewer on said 6.6 acre tract. Second Party agrees to assume this obligation and will pay the sum of \$2,500.00 per acre, or \$16,500.00, to First Party upon the development of said 6.6 acre tract. In addition, Second Party agrees to pay for any tap-on fees for each facility or requested building permit on said 6.6 acre tract.

16. Attorney's Fees and Expenses: The parties hereby agree that First Party shall pay for all legal expenses incurred in the preparation of this agreement and for the preparation of the deeds and other documents required to carry out the terms hereof.

IN WITNESS WHEREOF, First Party and Second Party hereunto set their hands and seals
the day and year first above written.

FIRST PARTY:

CITY OF PEKIN,

By _____
Its Mayor

ATTEST:

Its City Clerk

SECOND PARTY:

AMELIA SANGALLI

EXHIBIT "A"

Legal Description of Tract I (First Party's Property)

A part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the Third P.M., being more particularly described as follows:

Commencing at the center of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 1022.25 feet to the Point of Beginning of the tract to be described; thence South 20° 02' 52" East, a distance of 411.70 feet; thence South 0° 34' 25" East, a distance of 11.13 feet; thence South 89° 07' 59" West, a distance of 668.2 feet, more or less, to a point on the proposed Easterly R.O.W. line of Veterans Drive; thence North 14° 25' 51" East along the proposed Easterly R.O.W. line of Veterans Drive, a distance of 414.7 feet, more or less, to a point on the North line of the West Half of the Southeast Quarter of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 425.7 feet, more or less, to the Point of Beginning, containing 5.03 acres, more or less, situate, lying and being in the County of Tazewell and State of Illinois.

ALSO, a part of the West Half of the Southeast Quarter of Section 32, Township 25 North, Range 4 West of the 3rd P.M., being more particularly described as follows:

Commencing at the center of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 1022.25 feet; thence South 20° 02' 52" East, a distance of 411.70 feet; thence South 0° 34' 25" East, a distance of 11.13 feet to the Point of Beginning of the tract to be described; thence continuing South 0° 34' 25" East, a distance of 100.24 feet; thence South 89° 07' 59" West, a distance of 696.8 feet, more or less, to a point on the proposed Easterly R.O.W. line of Veterans Drive; thence North 14° 25' 51" East along the proposed Easterly R.O.W. line of Veterans Drive, a distance of 103.92 feet; thence North 89° 07' 59" East, a distance of 668.2 feet, more or less, to the Point of Beginning, containing 1.57 acres, more or less, situate, lying and being in the County of Tazewell and State of Illinois.

PIN:

EXHIBIT "B"

Legal Description of Tract II (Second Party's Property)

A tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 32; thence North 89 degrees 07 minutes 30 seconds East, (bearings are assumed for descriptive purposes only) along the South line of the Northeast Quarter of said Section 32, a distance of 377.80 feet to the Point of Beginning; thence North 15 degrees 07 minutes 05 seconds East, a distance of 1303.43 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 4.73 feet; thence South 88 degrees 43 minutes 48 seconds West, a distance of 663.89 feet; thence North 20 degrees 52 minutes 52 seconds East, a distance of 89.34 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section 32; thence North 89 degrees 17 minutes 08 seconds East, along said North line, a distance of 1251.10 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 32; thence South 00 degrees 04 minutes 56 seconds East, along the East line of the Southwest Quarter of the Northeast Quarter of said Section 32, a distance of 283.99 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 406.68 feet; thence South 15 degrees 07 minutes 05 seconds West, a distance of 1223.41 feet to the South line of the Northeast Quarter of said Section 32; thence South 89 degrees 07 minutes 30 seconds West, along said South line, a distance of 248.84 feet to the Point of Beginning. The said real estate containing 465,560 square feet, more or less, of 10.688 acres, more or less.

EXCEPTING HOWEVER the following described tract of land. A tract of land being part of the property conveyed to Central Illinois Light Company as recorded in Book 1090, Page 39 as Document Number 557169 at the Tazewell County Recorder's Office on the 23rd day of April, 1975, and being more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 32; thence South 89 degrees 17 minutes 08 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 32, a distance of 576.19 feet to the Point of Beginning; thence South 18 degrees 23 minutes 29 seconds East, a distance of 403.17 feet; thence South 15 degrees 07 minutes 05 seconds West, a distance of 316.99 feet; thence North 18 degrees 23 minutes 29 seconds West, a distance of 433.30 feet; thence North 15 degrees 07 minutes 05 seconds East, a distance of 205.93 feet; thence North 72 degrees 08 minutes 23 seconds West, a distance of 4.73 feet; thence South 88 degrees 43 minutes 48 seconds West, a distance of 114.97 feet; thence North 18 degrees 23 minutes 29 seconds West, a distance of 81.60 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section 32; thence North 89 degrees 17 minutes 08 seconds East, along said North line, a distance of 183.67 feet to the Point of Beginning, and containing 86,629 square feet, more or less, or 1.989 acres, more or less.

PIN: 05-05-32-200-002 (part)



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: IML Risk Management CY 2008 Proposal

AGENDA DATE REQUESTED: October 22, 2007

ACTION REQUESTED: Approval of Ordinance Authorizing the IMLRMA Min/Max Contribution Agreement

BACKGROUND: The City of Pekin has been a member of a “pool” of communities in the Illinois Municipal League’s Risk Management Association since May of 2001. Based on the evaluation done at that time and monitored since, there is an “economy of scale” savings by our being involved in having our risk management services shared with other communities.

In addition, we have taken advantage of the Minimum – Maximum program that they offer. Our experience has been that we have fewer claims than the other communities involved in the pool and we thereby have successfully been on the low end of the payment amounts. That difference for FY would result in a reduction from \$662,490.78 to \$567,754.18. I have attached a chart showing the historical success of being in the IML Min-Max Program. With insurance rates escalating every year, this program keeps looking better.

I would be remiss if I did not compliment the City’s Safety Committee for spearheading our great safety record. That committee has existed since 1996 and currently led by Greg Nelson (Police) and Angie Evans (Finance)

FINANCIAL IMPACT: \$567,754.18 FY 2008 expenditure that is budgeted.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Agreement would be in-place for CY 2008

IMPACT IF DENIED: City would have to seek qualified proposals for these services.

ALTERNATIVES: Compile a Request for Proposals from insurance companies that provide these services.

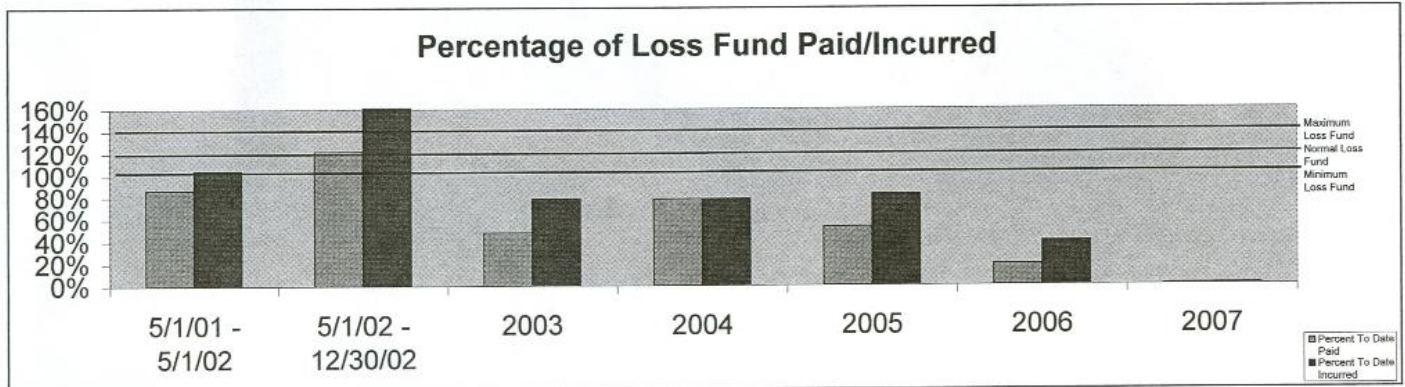
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme

**Minimum - Maximum Status Report
City of Pekin**

Based on Claims Data as of:

3/31/2007

Year	Minimum Contribution	Maximum Contribution	YTD Total Claims	YTD Total Paid Claims	YTD Outstanding Reserves	YTD Total Incurred	Minimum Loss Fund	Maximum Loss Fund	Percent To Date Paid	Percent To Date Incurred	STATUS
5/1/01 - 5/1/02	\$342,864	\$462,926	52	\$207,726.06	\$42,405.05	\$250,131.11	\$240,125	\$360,188	86.5%	104.2%	OPEN
5/1/02 - 12/30/02	\$239,330	\$323,138	47	\$204,572.73	\$198,837.08	\$403,409.81	\$167,615	\$251,423	122.0%	240.7%	PARTIAL PAY: OPEN
2003	\$385,234	\$520,134	51	\$129,891.94	\$82,752.32	\$212,644.26	\$269,800	\$404,699	48.1%	78.8%	OPEN
2004	\$421,339	\$563,099	47	\$222,162.58	\$0.00	\$222,162.58	\$283,518	\$425,277	78.4%	78.4%	CLOSED
2005	\$455,395	\$608,611	63	\$162,863.33	\$89,506.85	\$252,370.18	\$306,434	\$459,651	53.1%	82.4%	OPEN
2006	\$464,161	\$620,327	53	\$59,252.23	\$64,643.28	\$123,895.51	\$312,333	\$468,499	19.0%	39.7%	OPEN
2007	\$506,646	\$677,105	4	\$2,800.36	\$1,273.31	\$3,873.67	\$340,921	\$511,381	0.8%	1.1%	OPEN



REQUIRED SIGNATURES

Department Director

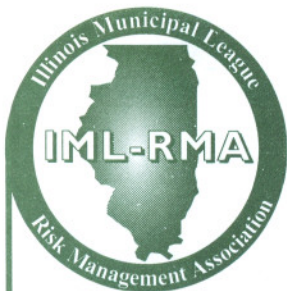
Finance Department

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager



Kenneth A. Alderson - Managing Director

October 5, 2007

R. David Tebben, Mayor
City of Pekin
111 South Capitol Street, Room 242
Pekin, IL 61554-3260

Dear Mayor Tebben,

Thank you for your continued membership in the ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION. The IMLRMA has been meeting the risk management needs of Illinois municipalities for 27 years and remains a leader in the industry by providing our professional services to 783 Illinois municipalities. We are pleased to offer you the opportunity to renew your coverage with the IMLRMA, effective 12/31/07-12/31/08. Enclosed, please find the invoice for your 2008 renewal contribution.

Although we continue to face many challenges, such as expanding workers' compensation benefits, lack of an aggressive workers' compensation medical fee schedule, the erosion of the tort immunity act, a volatile insurance marketplace, and rising reinsurance premiums, we try our best to keep your cost to a minimum. In addition, although we had a few issues in the transition, we believe CCMSI has improved our overall level of claim handling and you will continue to experience a higher level of service and ultimately a reduction in the total cost of claims.

By belonging to the IMLRMA your municipality can have the confidence that your risk management needs will continue to be met by experienced and service-oriented claims, loss control and customer service professionals. You will also continue to receive the coverages your municipality needs from workers' compensation to public officials liability to the recently added public officials bond coverage. It remains our goal to provide our members with a comprehensive, cost-effective program that meets the needs of Illinois municipalities. We are pleased that we are able to continue to meet that goal at reasonable and affordable rates for our members.

The Illinois Municipal League Risk Management Association would like to offer your municipality the opportunity to save 2% off of your annual contribution by simply mailing your payment by November 16, 2007. If you choose not to take advantage of this early renewal option, your "normal" contribution payment should be made by December 14, 2007. As an alternative, you may pay 51% by the due date and another 51% by June 13, 2008.

Thank you again for making the Illinois Municipal League Risk Management Association your choice for professional risk management services. If you have any questions concerning your contribution, the services available in the IMLRMA, or if you would like a personal visit to discuss your coverages in detail, please contact Fran Rice (ext. 1337) or Julia Reynolds (ext. 1199) at 1-800-252-5051.

Cordially yours,

Kenneth A. Alderson
Managing Director

cc: Angie Evans, Risk Management Coordinator
Enclosures

Insuring Illinois Municipalities Since 1981

2 East Main ♦ 3rd Floor Towne Centre ♦ Danville, IL 61832
Ph: 217-446-1089 ♦ Fx: 217-443-0927
www.imlrma.org

Pekin



MIN/MAX INVOICE

Date: October 5, 2007

Municipality: PEKIN

12/31/2007 TO 12/31/2008 IMLRMA CONTRIBUTION

Min/Max Early Payment
By November 16, 2007



Min/Max Annual Payment
By December 14, 2007



Annual with 2% Discount
\$567,754.18

OR

51% of Annual Payment
\$289,554.63

Balance Due by June 13, 2008

Annual Payment \$579,341.00

OR

51% of Annual Payment
\$295,463.91

Balance Due by June 13, 2008

The signed agreement must be returned with your payment.

Make checks payable to: IMLRMA
PO Box 5180
Springfield, IL 62705-5180

0500695

INVOICE2008_MM.DOC

CODE: 0461



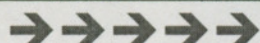
INVOICE

Date: October 5, 2007

Municipality: PEKIN

12/31/2007 to 12/31/2008 IMLRMA CONTRIBUTION

Early Payment
By November 16, 2007



Annual Payment
By December 14, 2007



Annual with 2% Discount
\$662,490.78

OR

51% of Annual Payment
\$337,870.30

Balance Due by June 13, 2008

Annual Payment \$676,011.00

OR

51% of Annual Payment
\$344,765.61

Balance Due by June 13, 2008

Make checks payable to: IMLRMA
PO Box 5180
Springfield, IL 62705-5180

2008 CONTRIBUTION BREAKDOWN

TOTAL	WC	AL/CGL	IM	APD	PROP
\$676,011	\$444,906	\$180,483	\$2,236	\$23,543	\$24,843

0500695

INVOICE2008.DOC

CODE: 0461

MINIMUM – MAXIMUM OPTION

December 31, 2007 – December 31, 2008

Many of our members have found the Minimum - Maximum program to be very successful and we are pleased to continue it in the year 2008. Please call us if you would like additional information about the program or to confirm if the Minimum – Maximum option meets your municipality's needs.

If your municipality wishes to participate in this optional program for this renewal period, the enclosed Minimum-Maximum Agreement **must** be signed and returned with your payment. A final copy will be returned to your municipality. If the agreement has not been received by February 1, 2008 your municipality will be billed for the full 100% contribution and such contribution will be due upon receipt.

Our Early Renewal discount also applies to Minimum – Maximum Members. The Early Renewal payment should be made by November 16, 2007 if you will be taking advantage of the 2% discount. If you choose not to take advantage of this early option, your contribution payment should be made by December 14, 2007.

If you have any questions, please contact Julia Reynolds at 1-800-252-5051, ext. 1199.

BOND COVERAGE

December 31, 2007 – December 31, 2008

Thank you for participating in the Illinois Municipal League Risk Management Association's Bond Coverage.

As a reminder, we are able to offer the following positions at the following limits for no additional contribution:

<u>Position</u>	<u>Bond Limit</u>
Mayor/Village President	\$50,000
City/Village Clerk	\$50,000
City/Village Administrator/Manager	\$50,000
City/Village Comptroller/Finance Officer	\$50,000
City/Village Treasurer	Greater of \$50,000 or three times population on file at the Assoc.
Treasurer of the Department Foreign Fire Insurance Board	\$50,000

Attached, please find the position schedule information on file for your municipality for this renewal period.

If you have any questions concerning the Bond Coverage, please contact Julia Reynolds(ext. 1199) or Fran Rice (ext. 1337) at 1-800-252-5051.

Pekin



Kenneth A. Alderson - Managing Director

IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

This Agreement is entered into this _____ (Date Signed), between the Illinois Municipal League Risk Management Association (IMLRMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the City/Village of Pekin, a member of the IMLRMA. This Agreement amends and supplements the Declarations Pages dated December 31, 2007 to December 31, 2008 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Loss Fund" -- Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Minimum Loss Fund" -- 80 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Maximum Loss Fund" -- 120 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Paid Claim Dollars" -- Those payments made by IMLRMA on claims including defense costs against the City/Village of Pekin minus recovery from subrogation, deductible or salvage credited against those claim payments.

"Minimum Contribution" -- Minimum Loss Fund including reinsurance and excess premiums and administrative costs.

"Maximum Contribution" -- Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The City/Village of Pekin hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$192,663	\$192,663
Loss Fund @ 80%	\$386,678	@ 120% \$580,018
Contribution	\$579,341	\$772,681

3. Based upon a comparison of paid claim dollars against the Loss Fund, IMLRMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, IMLRMA will complete a quarterly review of paid claim dollars.

-1-

Protecting Illinois Municipalities Since 1981

500 East Capitol Avenue • PO Box 5180 • Springfield, IL 62705-5180
Ph: 217-525-1220 • Fx: 217-525-7438
www.imlrma.org

5. NOTICE

IMLRMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60 percent of the Minimum Loss Fund.

IMLRMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85 percent of the Minimum Loss Fund.

IMLRMA hereby agrees to send, through its agents, a written letter of impending billing when paid claim dollars equal or exceed 100 percent of the Minimum Loss Fund.

6. BILLING/PAYMENT -- The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in April of each year for paid claim dollars through March 31.

The City/Village of Pekin hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of the IMLRMA remain the same under this Agreement, including the handling of all claims.

8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President

Date

Treasurer/Comptroller/RMC

Date

IMLRMA, Managing Director

Date

ORDINANCE NO. 2535-07/08

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

WHEREAS, the City Council of the City of Pekin, Illinois, a member in good standing of the Illinois Municipal League Risk Management Association and party to the IMLRMA Intergovernmental Cooperation Contract, has been fully appraised of the IMLRMA Minimum/Maximum Contribution Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2006 to 12/31/2007 and all endorsements thereto; and,

WHEREAS, the City Council of the City of Pekin finds it to be in the best interest of the municipality to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement.

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

SECTION ONE: That the execution of the IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 12/31/2007 and ending 12/31/08 is hereby authorized.

SECTION TWO: That the Mayor and the City Clerk are hereby granted authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2006 to 12/31/2007 and all endorsements thereto.

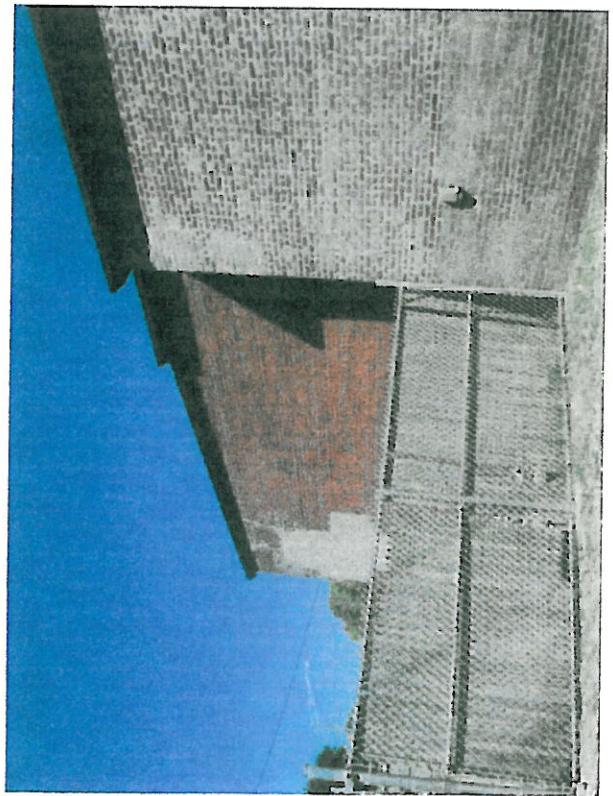
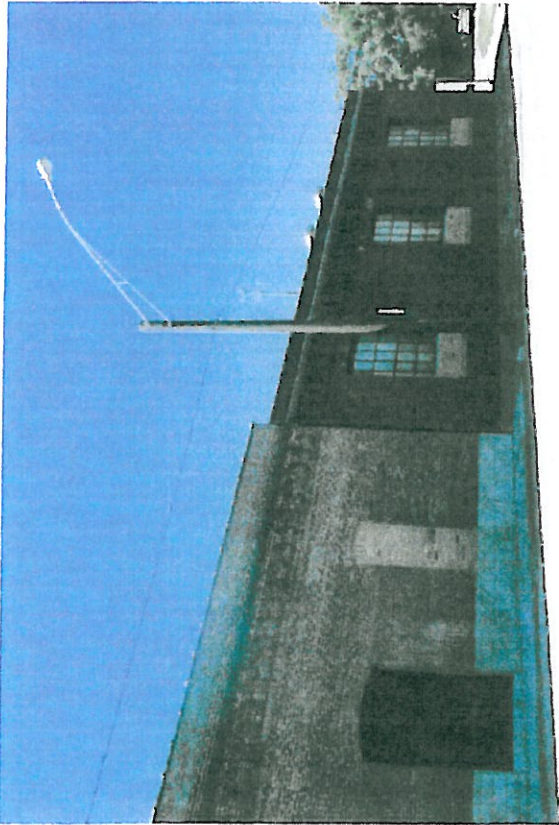
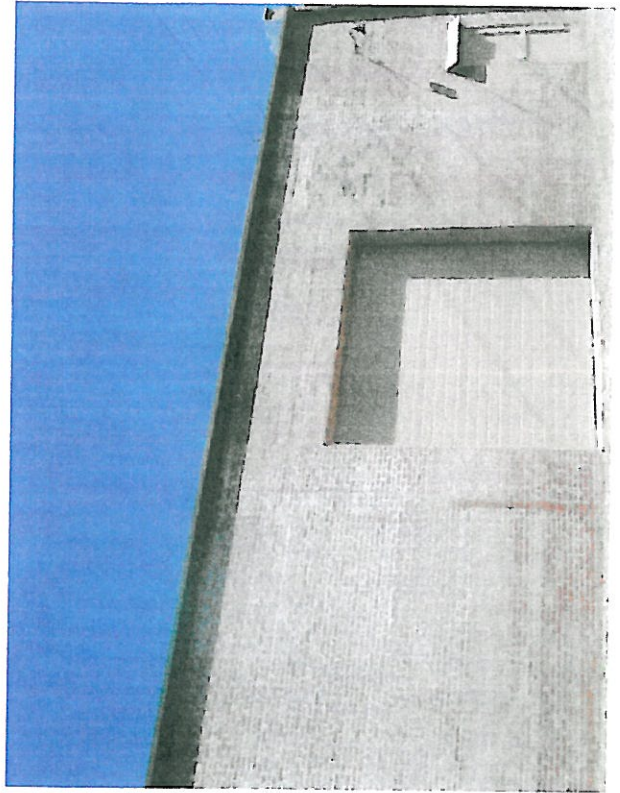
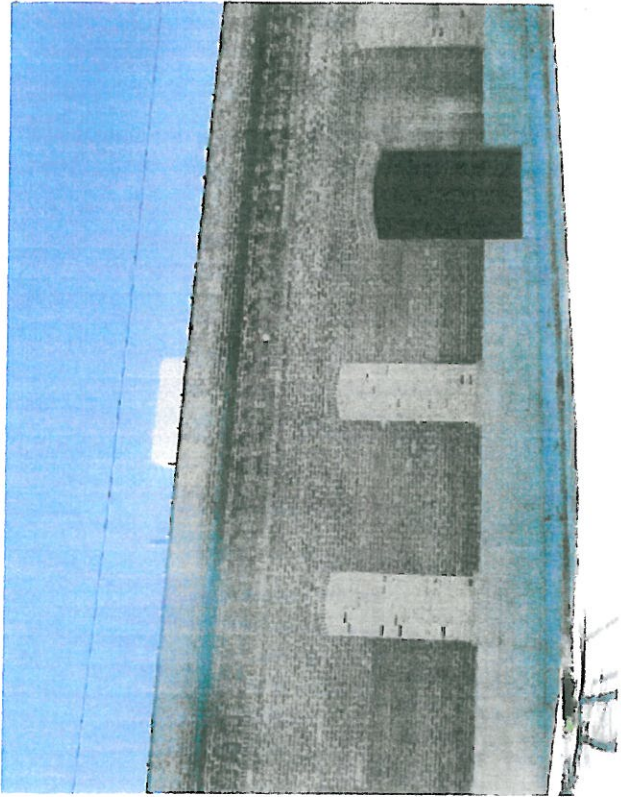
SECTION THREE: That this Ordinance shall be effective immediately upon its passage and approval as required by law.

Glory to Glory Customs brief description of vision.

Glory to Glory Customs is in the business of automotive customization. It was originally formed in the year 2000 and operated in Bloomington, IL for 4 years. During this time, we did outreach with the DARE program through the state of IL, as well as working with the Big Brothers/Big Sisters organization. We chose to close in the year 2004 to work full-time in the ministry.

Our vision for Glory to Glory Customs in Pekin, IL is as an automotive customizing shop, but also as a community outreach. Our goal is to take at-risk youth and place them at our business to teach them a trade that they can use in the world as well as showing them the love of God. We will offer automotive detailing, window tint, custom leather interiors, graphics, ground effects, custom body modifications, and paint.

There will be no mechanical work or collision work at the facility. We also do not work with salvage vehicles.



21.91 FT

1564
SQ FT

97.1 FT

11505
SQ FT

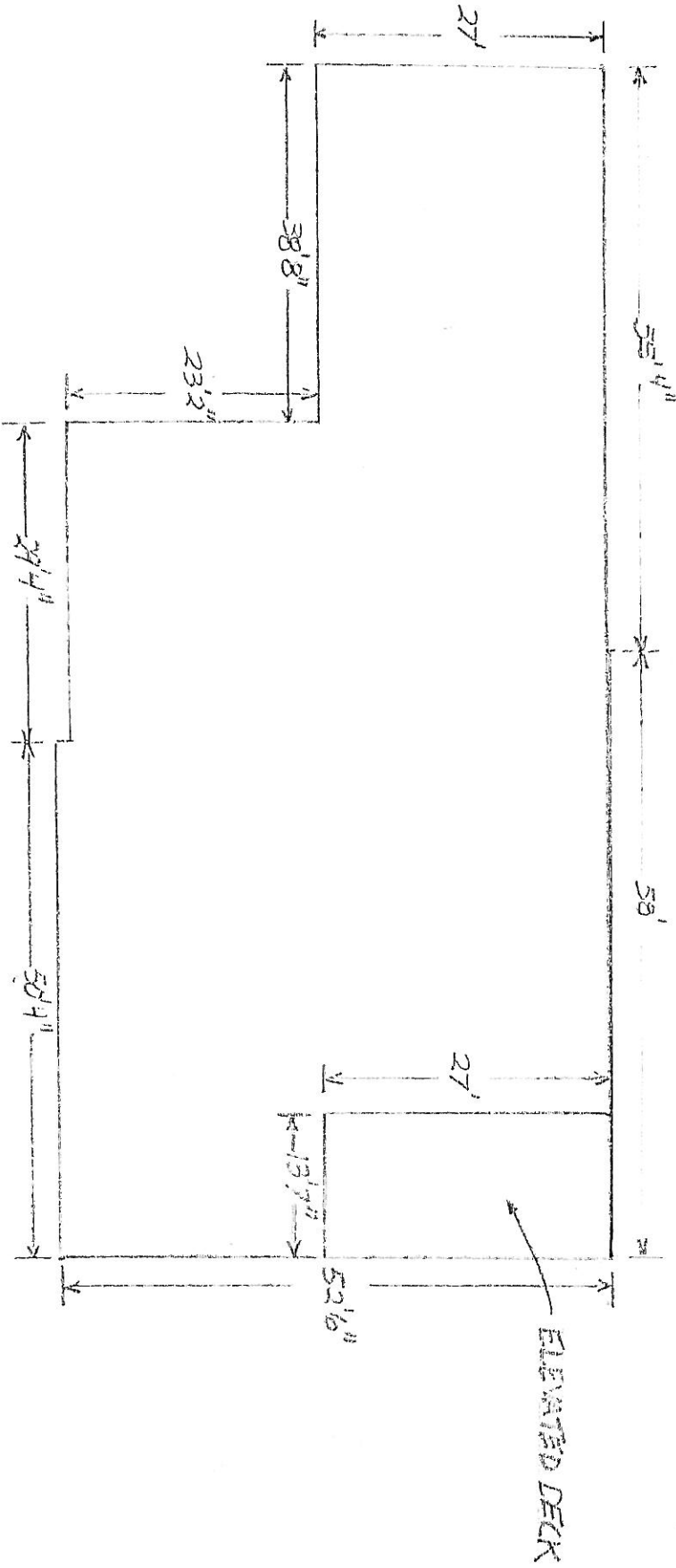
97.1 FT

118.49 FT

LOT 12,569 SQ FT = .29 ACRES

7/100R PLAN

5'0" x 5'0" DECK
+ 5'0" x 7'0" DECK
5'6" x 5'0" TOTAL SQ. FT.



MLS #: 1069677	St: Active	Cat: Commercial	LP: \$67,000
Area: Pekin, Marquette Heights			
Addr: 228 MARGARET		Street	Unit #:
City: Pekin		IL	Zip Code: 61554
Subd:			Cnty: Tazewell
Tot Cntr SqFt: 5665	Sale: Yes	Lease: No	
Office SqFt:	Lease \$/Mo:	Lease Terms:	
Avail SqFt: 5299	Lease \$/SqFt:	Lease Type:	
Warehse SqFt: 5299	Stories:		
CAM \$/SqFt:	Parking Spcs:		
Handicap Mod: No		Year Built: 1904	
Apx Lot: 140x97		Apx Acres: 0.29	
Agent Owned: No		Agent Related to Seller: No	

Ann Taxes: 1780.76 / 2004		
Legal: Lot 6,7 & Pt. 9, Blk. 37		Park Center Bldg:
Parcel ID: 04-04-34-432-019	Addtl Parcels:	Zoning: B-3
5,665 sq. ft. of warehouse space..CHEAP! Plenty of secure inside and outside storage available. The 12 ft. wide overhead door will accommodate large trucks and equipment. The main ceiling height is 17 ft. 5 in.! Basement ceiling height is 10 ft. 7 in. The metal roof was installed in 1995. This building is located on high traffic IL Rt. 9 in downtown Pekin, so businesses can move their bill board advertising to the property and save thousands.		
Includes:	Land, Building	
Location:	Downtown	
Road/Access:	State Road	
Other Access:		
Heating:	Space Heater	
Cooling:	None	
Wall Constr:	Brick	
Floor Constr:	Concrete	
Roof Constr:	Metal	
Ext Finish:	Brick	
Term/Lease:	Other Term/Lease	
Sewer:	City Sewer	
Owner Pays:	All	
Tenant Pays:	None	
Ownership:	Trust	
Avail at LO:	Legal Description	
Insulation:	None	
Bldg Descr:	Free Standing, 1 Story, Basement	

[illegible]

E. THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE
CORRECT REPRESENTATION OF A SURVEY MADE BY US FOR THE
TRAIL ILLINOIS LIGHT CO., CONSISTING OF LOTS 6 AND 7 AND PART OF LOT 8
IN BLOCK 31 OF THE ORIGINAL TOWN, NOW CITY OF PEKIN, SITUATE, LYING
BEING IN THE S.E. 1/4 OF SEC. 34, T-25-N, R-5-W OF THE 3RD P.M.
IN ESS OUR HANDS AND SEAL NOVEMBER 5, 1959.

$\therefore \text{L.S.} = 1342$

SCHEDULE A

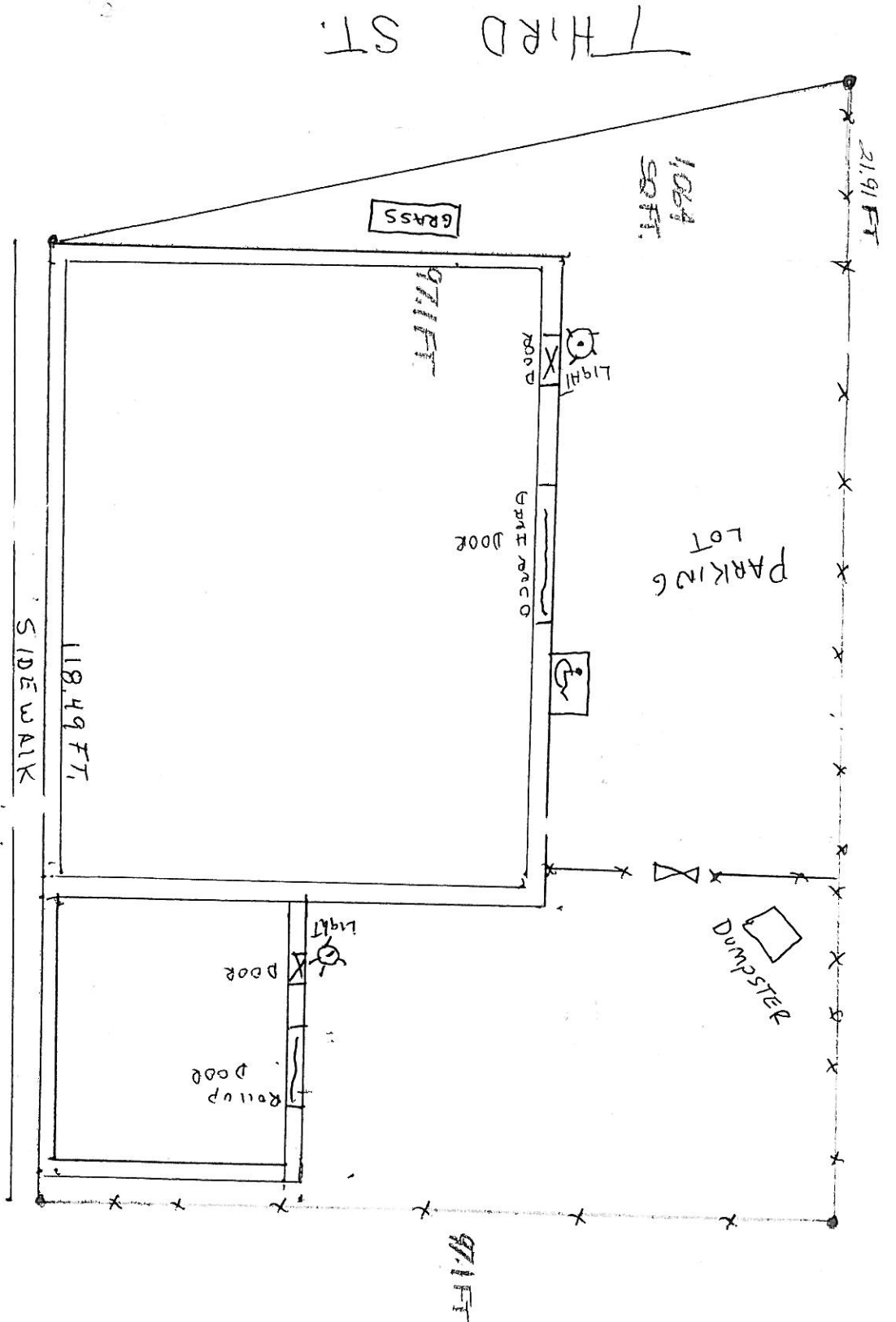
A parcel of land, all being located in a part of Lots 6, 7 and 8 of Block 37 of the ORIGINAL TOWN, now City of Pekin, Illinois, situated, lying and being in a part of the Southeast Quarter of Section 34, Pekin Township, Township 25 North, Range 5 West of the Third P.M., Tazewell County, Illinois, the perimeter and boundary lines of said parcel being more particularly described as follows:

Commencing at the Southwesterly corner of said Lot 6 as the place of beginning of said parcel; thence North 27°30'33" East along the Northwesterly line of said Lot 6, 97.10 feet to the Northwesterly corner of said Lot 6; thence South 62°08'32" East along the Northeasterly lines of said Lot 6, 7 and part of said Lot 8, being coincident with the South line of Margaret Street, 118.49 feet to a point on the Westerly right-of-way line of the Peoria and Pekin Union Railway as laid out through said Block 37; thence South 14°51'28" West along the Westerly right-of-way line of said railway 100.17 feet to a point on the Southwesterly line of said Lot 8; thence South 61°56'32" West along the Southwesterly lines of said Lots 8, 7 and 6, 140.40 feet to the place of beginning.

EXCEPTING THEREFROM a triangular tract of land described as follows:

Commencing at the point in the South line of Margaret Street that is 33.8 feet West of the point of intersection of said South line with the West line of Third Street; thence West, along said South line of Margaret Street, 2.74 feet; thence Southeasterly, parallel to the centerline of the main track of the Peoria and Pekin Union Railway Company, as now laid across said lot 12.51 feet; thence North 11.37 feet to the place of beginning; situated in the City of Pekin, in Tazewell County, Illinois.

MARGARET ST.





REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Project Support, Letter of Intent – IDOT Signal Upgrade IL9 and IL29.

AGENDA DATE REQUESTED: October 22, 2007

ACTION REQUESTED: Concurrence with Letter of Intent

BACKGROUND: Over the past few years, IDOT has been upgrading the traffic signals on their highway systems and Pekin has been able to take advantage of this program. There are very few signals left in town and this program will address these intersections. We have asked that they up date the signals that are the City's downtown as a part of this program. Attached is the preliminary cost estimate and breakdown for the work.

FINANCIAL IMPACT: \$21,274.48 from MFT funds. (Will be put into the FY09 budget)

NEIGHBORHOOD CONCERNS: Will address the aging condition of the signals and provide for better service life and protection.

IMPACT IF APPROVED: City will get updated signal controllers.

IMPACT IF DENIED: Signals downtown will remain as they are and be subject to breakdowns due to aging and possible problems with interconnecting with new signal controllers along the State Highway system.

ALTERNATIVES: This is a project which is either accepted or rejected. Eventually the signals will have to be upgraded to current standards at a higher cost than being included with this larger project.

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

REQUIRED SIGNATURES

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

CERTIFIED MAIL



Illinois Department of Transportation

Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

October 11, 2007

received
10/12/07-12
10/22 Agre

PROJECT SUPPORT
LETTER OF INTENT
FAP Route 693/669 (IL 9/IL 29)
Section: D4 Traffic Signals 2008
Location: Upgrading controllers, cabinets
and grounding facilities on IL 9/IL 29 in
Pekin.
Tazewell County
Contract No. 68716
Catalog No. 033508-00D

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

Dear Mr. Kief:

Enclosed are three (3) copies of a Letter of Intent, which describes the above-mentioned project for upgrading controllers, cabinets and grounding facilities on IL 9/IL 29 in Pekin, and the degree to which the State and the city of Pekin are committing to participate.

If you concur with the conditions set forth in the Letter of Intent, please have the mayor sign and return two (2) copies. Upon receipt of these copies, we will assume the city of Pekin concurs to all conditions stated herein.

If you have any questions regarding this Letter of Intent, please feel free to contact our Agreements Unit at (309) 671-3496.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Joe Crowe', written over the closing 'Very truly yours,'.

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

RH:tdp
Enclosure(s)

cc: District Bureau of Operations (E. Howald)
Agreements

FAP Route 693 (IL 9)
FAP 669 (IL 29)
Section: D4 Traffic Signals 2008
Tazewell County
Job No.: C-94-065-07
Contract No.: 68716
Catalog No.: 033508-00D

LETTER OF INTENT

This LETTER OF INTENT, entered into this _____ day of _____ A.D., 2007, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF PEKIN, of the State of Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of upgrading controllers, cabinets and grounding facilities on IL 9/IL 29 in Pekin; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the traveling public and permanent in nature;

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

1. The STATE agrees to prepare the studies, plans, and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.

2. The STATE agrees to initiate construction of this improvement during the 2008 construction season, subject to appropriation of funds from the Illinois General Assembly or federal funding source.
3. Upon completion of the proposed improvement, the STATE and CITY will continue their respective maintenance and electrical energy responsibilities for the traffic signals on IL Routes 9 and 29 in accordance with the existing Master Agreement executed on July 13, 2001 or in accordance with any such Master Agreement that may be executed in the future.
4. Final details concerning total financing obligations, maintenance and jurisdictional responsibilities, and any required ordinances/resolutions shall be addressed in a Joint Agreement as the proposed improvement's plans and contracts are developed.

This LETTER OF INTENT shall be binding upon and to the mutual benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CITY OF PEKIN

By: _____
Deputy Director of Highways
Region Three Engineer

By: _____
Mayor

Date: _____

Date: _____

ORDINANCE NO. 1462-A-265-07/08

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, SECTION 4 C
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO U TURN
200-600 BLOCK OF COURT STREET**

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

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding u-turns:

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

1. That Title 8, Chapter 3, Section 4. C. be amended by deleting the existing sub-section C. in its entirety, and inserting the following:

C. "U" Turns: The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street or part of any street where such turns are prohibited by a traffic signal or sign so posted or at any point closer than one hundred feet (100') to any street intersection or upon any curve or upon the approach to a grade or near the crest of a grade or where such vehicle cannot be seen by the driver of any other vehicle approaching from either direction within five hundred feet (500') or when such turn cannot be made in safety and without interfering with other traffic. Said areas shall be:

Control	On Street	At or From	To	Direction
No U-Turn	Court Street	Second Street	S. Sixth Street	Both

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2007.

Mayor

ATTEST:

City Clerk

4. The Traffic Safety Committee of this City may cause markers, buttons, signs or signals to be placed within or adjacent to intersections and thereby require and direct that a different course from that specified in this Chapter be traveled by vehicles at an intersection, and when markers, buttons, signs or signals are so placed, no driver of a vehicle shall turn a vehicle at an intersection other than as directed and required by such markers, buttons, signs or signals.

B. Restrictions on Turning:

1. No person may turn a vehicle at an intersection unless the vehicle is in proper position upon the roadway as required in subsection A of this Section or turn a vehicle to enter a private road or driveway or otherwise turn a vehicle from a direct course or move right or left upon a roadway unless and until such movement can be made with reasonable safety. No person may so turn any vehicle without giving an appropriate signal in the manner hereinafter provided.

2. In accordance with the provisions of subsections A5 and C of this Section, and whenever authorized markers, buttons or signs or signals are erected indicating that no right or left turn or turn in the opposite direction is permitted or only indications that only a left turn or only a right turn is permitted, no driver of a vehicle shall disobey any direction of any such marker, button, sign or signal.

C. "U" Turns: The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street or part of any street where such turns are prohibited by a traffic signal or sign so posted or at any point closer than one hundred feet (100') to any street intersection or upon any curve or upon the approach to a grade or near the crest of a grade or where such vehicle cannot be seen by the driver of any other vehicle approaching from either direction within five hundred feet (500') or when such turn cannot be made in safety and without interfering with other traffic. Said areas shall be:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>To</u>	<u>Direction</u>
No U-Turn	Court Street	Second Street	S. Sixth Street	Both

8-3-5: OVERTAKING AND PASSING VEHICLES:

A. Overtaking and Passing Vehicle on the Left: The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions and special rules hereinafter stated:

1. The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle. In no event shall such movement be made by driving off of the pavement or the main traveled portion of the street or highway.

2. Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle on audible signal and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.

ORDINANCE NO. 1462-A266 – 07/08

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SPEED LIMITS**

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

WHEREAS, the Traffic Safety Committee had recommended that speed restriction is needed for safety in the area of Coal Miners Park.

WHEREAS, the Lick Creek Drive was renamed to Velde Drive by Ordinance No. 2493-06/07 adopted October 9, 2006, and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding speed limits and the correct street designation of speed controls

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

1. That Title 8, Chapter 3, Section 3. F. be amended by deleting the following:

F. The absolute statutory urban speed limit shall be thirty (30) miles per hour in streets, fifteen (15) miles per hour in the Pekin Boat Access area and fifteen (15) miles per hour in alleys. The absolute statutory non-urban speed limit shall be fifty-five (55) miles per hour.

Control	Speed	On Street	At or From	To	Direction
Speed	35 mph	Parkway Drive	Court Street	Lick Creek Drive	N/S
Speed	40 mph	Parkway Drive	Lick Creek Drive	northern City Limits	N/S

Ord No 1462-A200 10/14/02

2. That Title 8, Chapter 3, Section 3. F. be amended by adding the following:

F. The absolute statutory urban speed limit shall be thirty (30) miles per hour in streets, fifteen (15) miles per hour in the Pekin Boat Access area and fifteen (15) miles per hour in alleys. The absolute statutory non-urban speed limit shall be fifty-five (55) miles per hour.

Control	Speed	On Street	At or From	To	Direction
Speed	35 mph	Parkway Drive	Broadway Road	Velde Drive	N/S
Speed	40 mph	Parkway Drive	Velde Drive	northern City Limits	N/S

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

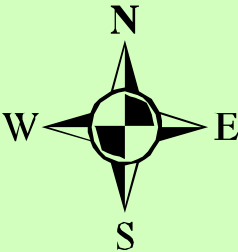
APPROVED this _____ day of _____, 2007.

Mayor

ATTEST:

City Clerk

Parkway Speed Limit: Court St to City Limits



Legend

- S Parkway Dr 30 mph
- N Parway Dr 35 mph
- N Parkway Dr 40 mph
- Pekin Thoroughfares
- Pekin Streets
- CityLimits

0 1,250 2,500 5,000 Feet

October 17, 2007
City of Pekin
Greg Gurbal -
GIS Coordinator



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor & Members of the City Council

CC: Dennis Kief, City Manager & Sue McMillan, City Clerk

From: Greg Ranney, Superintendent of Transportation & Sanitation

AGENDA ITEM: IDOT Contract for Funding

AGENDA DATE REQUESTED: Monday, October 22, 2007

ACTION REQUESTED: Approval of the contract to receive State of Illinois funding for City Bus Operation, Contracted Service with CityLink.

BACKGROUND: The City of Pekin is requesting an Operating Grant of \$262,803.00 for the 2008 Operating from the Illinois Department of Transportation. These funds along with the local portion from the City of Pekin will be sent to CityLink for operation of our contract for services.

FINANCIAL IMPACT: \$262,803.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: These funds for \$262,803.00 would help to offset the contract for service with CityLink.

IMPACT IF DENIED: The funding will not be available to continue to provide transportation to the citizens of Pekin who use this service.

ALTERNATIVES: N/A

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

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date 10/17/07

City Manager

Date



City of Pekin

October 11, 2007

Mr. Kief:

Enclosed is the 2008 contract with Illinois Department of Transportation for the state operating grant for the City of Pekin Municipal Bus operation. These are funds that would be part of the contracted services that we pay to City/Link for the City of Pekin Transportation Services.

We have worked with City/Link to be sure the numbers are correct for the amount needed for them to operate the service.

Sincerely,

A handwritten signature in black ink that reads "Greg Ranney". The signature is written in a cursive, flowing style.

Greg Ranney

C E R T I F I C A T E

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

I do further certify that at a duly constituted and legally convened meeting of the City Council of the City of Pekin held on the _____ day of _____, 2008, a resolution was adopted in full accordance and conformity with the ordinances of the City of Pekin and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

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

1. That the City of Pekin file an application with the State of Illinois in order to obtain grant assistance under the provisions of the Civil Administrative Code of Illinois (Part 8.5), 20 ILCS 2705/49 et seq.; the Civil Administration Code of Illinois (Part 9), 20 ILCS 5/51; and the General Obligation Bond Act, 30 ILCS 330/4.
2. That Gregory J. Ranney, Director of Public Property for the Pekin Municipal Bus Company of the City of Pekin, is hereby authorized and directed to execute and file the Agreement on behalf of the City of Pekin.
3. That Sue E. McMillan, City Clerk of the City of Pekin is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the Grant.

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

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the City of Pekin this _____ day of _____, 2008.

Sue E. McMillan
City Clerk
City Of Pekin

PEKIN BUS ANALYSIS

REGULAR ROUTE SERVICE OPERATED BY GPMTD				PEKIN BUS ANALYSIS			
Route Name	Daily Platform Hours	Daily Round Trips	Daily Total Miles	Start First Trip	Finish Last Trip	Route Headways	
South Side	10-15	9	189.6	8:15AM	5:15PM	60	
North Side	10-15	9	189.6	8:15AM	5:15PM	60	
Deadhead Miles			50.1				
TOTALS	20.5	18	318.8				

VEHICLE ALLOCATION	
Fixed Route	Peak Vehicle Required
Regular Route	2
TOTAL	2

COST SCENARIO

NEW CONTRACT COST			
Fully Allocated Cost (March - June 2008)			
Daily Platform Hrs.	Operating Days	Annual Platform Hrs.	Cost Per Hour
20.5	86	1,763.1	\$98.36
Daily Miles	Operating Days	Annual Miles	Cost Per Mile
318.8	86	27,417	\$3.48

CURRENT CONTRACT COST

Fully Allocated Cost (June 2007 - February 2008)			
Daily Platform Hrs.	Operating Days	Annual Platform Hrs.	Cost Per Hour
18.75	189	3,338.1	\$66.47
Daily Miles	Operating Days	Annual Miles	Cost Per Mile
182.2	189	30,792	\$2.90

July-February Hours Cost	\$188,482.74
July-February Miles Cost	\$89,896.22
FY 08 Total Cost	\$477,823.48
GPMTD's ANNUAL OPERATING COST	\$477,823.48
STATE GRANT 59%	(\$282,807.81)
ESTIMATED FAIRBOX	(\$5,500.00)
GPMTD PREVENTIVE MAINTENANCE 4 Buses	(\$123,000.00)
GPMTD PLANNING	(\$26,000.00)
COST TO PEKIN	\$59,520.56

Total 477,823.48
 State 262,1502.91
 Fairbox 6500.00
 Preventive Maint 23,000.00
 Planning 26,000.00
 PEKIN 59,520.56

DOWNSTATE
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPLICATION FORM OP-1
COVER LETTER

FOR IDOT USE ONLY

Grant Application Number _____ Expenses _____
Date Received _____ Revenues _____
Appropriation _____ Deficit _____
55% of Expenses _____

Application for operating assistance grants under Article 11 of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.) for cost incurred during the period July 1, 2007 through June 30, 2008.

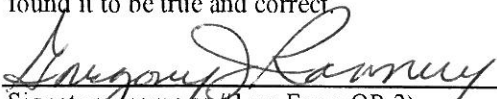
APPLICANT'S NAME: Pekin City of, c/o Pekin Municipal Bus Service

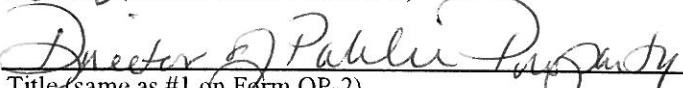
STREET ADDRESS: 1130 Koch Street

CITY: Pekin STATE: Illinois ZIP CODE: 61554 TELEPHONE NUMBER: (309)-478-5448

The applicant hereby applies to the State of Illinois through the Division of Public Transportation for Grants under Article II of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.)

I hereby certify that I have reviewed this Application including all attached exhibits and information and have found it to be true and correct.


Signature (same as #1 on Form OP-2)


Title (same as #1 on Form OP-2)

10/10/07
Date

10/10/2007

FORM OP-2 DESCRIPTION OF APPLICANT'S ORGANIZATION

1. The name and title of the person authorized by the participant to file and execute this application:

Gregory J. Ranney

Name

Director of Public Property

Title

2. The name and title of the person who will be directly responsible for the implementation of the Program of Proposed Expenditures:

Gregory J. Ranney

Name

Director of Public Property

Title

3. The name and title of the person who will be directly authorized to sign and certify the Quarterly Financial Reports (OP-10 FORMS):

Gregory J. Ranney

Name

Director of Public Property

Title

4. Year Created 1938

5. Means Created Ordinance Readaffirmed by Referendum

6. Does your Agency have special tax authority for transit: ☐ yes ☒ no. If yes, what is:

a. the current level your Agency will tax at in FISCAL YEAR 2008

n/a

b. the total Fiscal Year 2007 estimated revenue:

n/a

c. the total Fiscal Year 2006 actual revenue realized:

n/a

7. a. Please describe and attach a map of your Agency's *territorial boundaries* as defined on page 3(a) of this application.

- b. Please provide the following information regarding your Territorial Boundaries:

City/County

Pekin / Tazwell

2000 Population

33,050

Square Miles

14.5

Pop/sq. miles

2,709.0

8. Please describe, and attach a map of, your Agency's service area as defined on Page 3(a) of this application.

9. Please describe, and attach a map of, any services provided by your Agency identified as *ineligible service* on Page 3(a) of this application. (Note: Any revenue or expense associated with these services should be excluded from FORM OP-4 and FORM OP-5.)

10. Transit System Management

☒ Self

☐ Contract

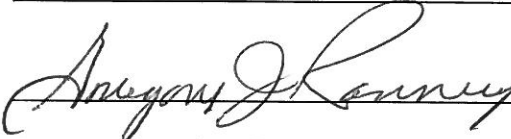
FORM OP-3

DOWNSTATE SUMMARY OF TOTALS FOR REVENUE AND EXPENSES

Total Eligible Operating Expenses Column A of Form OP-5)	<u>\$ 477,823</u>
Total Eligible Revenue & Income Column A of Form OP-5)	<u>\$ 155,500</u>
Total Operating Deficit	<u>\$ 322,323</u>
55% of Eligible Operating Expenses	<u>262,803</u>
Downstate Operating Assistance Requested	<u>\$ 262,803</u>

I hereby that the total operating revenues and expenses reported in this Form have been incurred or are estimated to be incurred in the provision of public transportation services within the State of Illinois during **FISCAL YEAR 2008. Expenses determined to be ineligible under such regulations for State Operating Assistance have been deducted as ineligible expenses.**

Prepared by: Joe Alexander

Certified by: 
(same as #3 on Form OP-2)

Date: October 10, 2007

FORM OP-4: ITEMIZATION OF OPERATING REVENUES (page 1 OF 13)

(To be submitted in accrual method of Accounting)

The amount shown for each line item in FORM OP-4 must agree with the corresponding line items in FORM OP-5.

401 Passenger Fares for Transit Services

At Current Fare Levels		Base Fare	Estimated Revenue
.01	Transfers		
.02	Adult	\$ 1.00	2,927
.03	Senior	\$ 0.50	1,141
.04	Student	\$ -	-
.05	Child		
.06	Disabled	0.5	387
.07	Parking Lot Revenue	n/a	0
.99	Other Primary Ride Fares*	1	<u>2045</u>
TOTAL.			<u>\$ 6,500</u>
CATEGORY TOTAL 401			<u>\$ 6,500</u>

*Please Explain: Revenue decrease due to GPMTD operating fixed route service between Pekin and Peoria,

no longer receiving the fare income

402 Special Transit Fares

Please describe any special transit fares you have _____

.01	Contract fares for postmen	\$ -
.02	Contract fares for policemen	\$ -
.03	Special route guarantee	\$ -
.04	Other special contract transit fares - state and local governments	\$ -
.05	Other special contract transit fares - other sources	
.06	Non-contract special fares	

CATEGORY TOTAL 402	\$0
--------------------	-----

403 School Bus Service Revenues

.01	Passenger Fares from School Bus Service	0
-----	---	---

CATEGORY TOTAL 403	\$0.00
--------------------	--------

404 Freight Tariffs

.01	Hauling Freight	0
-----	-----------------	---

CATEGORY TOTAL 404	\$0.00
--------------------	--------

405 Total Charter Service Revenue

.01	Passenger Fares from Charter Service	\$ -
-----	--------------------------------------	------

CATEGORY TOTAL 405	\$0.00
--------------------	--------

406 Auxiliary Transportation Revenue

.01	Station Concessions	_____	0
.02	Vehicle Concessions	_____	0
.03	Advertising Services	_____	0
.04	Automotive Vehicle Ferriage	_____	0
0.99	Other Auxiliary Transportation Revenues*	_____	0

CATEGORY TOTAL 406

\$ -

*Please explain _____

407 Non-Transportation Revenues

.01	Sales of Maintenance Services	_____	0
.02	Rental of Revenue Vehicles	_____	0
.03	Rental of Bldgs and Other Property	_____	0
.04	Investment Income	_____	0
.05	Parking Lot Revenue	_____	0
0.99	Other Non-Transportation Revenues*	_____	0
	Federal Sec. 5307 Force Account & Administration Cost Reimb. For Capital Grants & Technical Studies	_____	0
	State Force Account & Admin. Cost Reimb. For Capital Grants & Technical Studies	_____	0

CATEGORY TOTAL 407

\$ -

*Please Explain: _____

408 Taxes Levied Directly by Transit System

.01	Property Tax Revenue	<u>0</u>
.02	Sales Tax Revenue	<u>0</u>
.03	Income Tax Revenue	<u>0</u>
.04	Payroll Tax Revenue	<u>0</u>
.05	Utility Tax Revenue	<u>0</u>
.99	Other Tax Revenue	<u>0</u>

CATEGORY TOTAL 408

\$ -

409 Local Cash Grants & Reimbursements

.01	General Operating Assistance	<u>0</u>
.02	Special Demo Project Assistance	<u>0</u>
.03	Special Demo Project Assistance - Local Share of State Project	<u>0</u>
.04	Special Demo Project Assistance - Local Share of FTA Project	<u>0</u>
.05	Reimbursement of Taxes Paid	<u>0</u>
.06	Reimbursement of Interest Paid	<u>0</u>
.07	Reimbursement of Transit System Maintenance Costs	<u>0</u>
.08	Reimbursement of Snow Removal Costs	<u>0</u>
.09	Reimbursement of Security Costs	<u>0</u>
.99	Other Financial Assistance	<u>0</u>

CATEGORY TOTAL 409

\$0.00

410 Local Special Fare Assistance

.01	Handicapped-Citizen Fare Assistance	<u>0</u>
.02	Senior Citizen Fare Assistance	<u>0</u>
.03	Student Fare Assistance	<u>0</u>
.99	Other Special Fare Assistance	<u>0</u>

CATEGORY TOTAL 410

\$0.00411 State Cash Grants and Reimbursements

.01	General Operating Assistance	<u>\$ -</u>
.03	Special Demo Project Assistance State Project	<u>0</u>
.04	Special Demo Project Assistance - State Share for FTA Project	<u>0</u>
.05	Reimbursement of Taxes Paid	<u></u>
.06	Reimbursement of Interest Paid	<u>0</u>
.07	Reimbursement of Transit System Maintenance Costs	<u>0</u>
.09	Reimbursement of Security Costs	<u>0</u>
.99	Other Financial Assistance	<u>0</u>

CATEGORY TOTAL 411

\$ -412 State Special Fare Assistance

.01	Handicapped-Citizen Fare Assistance	<u>0</u>
.02	Senior Citizen Fare Assistance	<u>0</u>
.03	Student Fare Assistance	<u>0</u>
.99	Other Special Fare Assistance	<u>0</u>

CATEGORY TOTAL 412

\$0.00

413 Federal Cash Grants and Reimbursements

.01	General Operating Assistance	_____
-----	------------------------------	-------

.04	Special Demo Project Assistance	_____
-----	---------------------------------	-------

.99	Other Financial Assistance	_____ 0
-----	----------------------------	---------

	Sec. 5307 Capital Funding which will partially fund state eligible operating expenses reported in this application	_____ 149,000
--	--	---------------

	CATEGORY TOTAL	413		\$ _____ 149,000
--	----------------	-----	--	------------------

*Please Explain: Federal Preventative Maintenance and Planning Funds

430 Contributed Services

.01	State and Local Government	_____ 0
-----	----------------------------	---------

	CATEGORY TOTAL	430		_____ \$0.00
--	----------------	-----	--	--------------

440 Subsidy from Other Sectors of Operations

.01	Subsidy from Utility Rates	_____ 0
-----	----------------------------	---------

.02	Subsidy from Bridge and Tunnel Tolls	_____ 0
-----	--------------------------------------	---------

.99	Other Subsidies*	_____ 0
-----	------------------	---------

	CATEGORY TOTAL	440		_____ \$0.00
--	----------------	-----	--	--------------

*Please Explain: _____

[To be submitted on Accrual Method of Accounting]

The amounts shown for each line item total on Form OP-4 must agree with the corresponding line item in Form OP-5.

501 Labor

.01 Operators' Salaries and Wages

Are your operators unionized?

X

yes

no

If yes, give expiration date of contract November 30, 2009

NOTE: PLEASE ATTACH COPY OF MOST RECENT LABOR CONTRACT.

IF THE MOST RECENT CONTRACT IS ON FILE, PLEASE CHECK BOX [X]

FULL TIME

	Number of Operators	Average Hourly Wage	Annual Total Wages
Est FY08	<u>3</u>	<u>21.91</u>	(1) <u>136,718</u>

PART TIME

	Number of Operators	Average Hourly Wage	Annual Total Wages
Est FY08	<u>0</u>	<u>0.00</u>	(2) <u>-</u>
Est FY08	Operators' Overtime		(3) <u>2,000</u>

CATEGORY TOTAL 501.01

\$ 138,718
(Add 1,2,&3)

501 Labor

.02 Other Salaries and Wages

Job Title	Employees in this Position	Estimated FY08 Salary
Dispatch Operator	1.0	45,573
Support Staff	1.0	25,522
Road Supervisor	1.0	45,573

Total	501.02	\$ 116,667
CATEGORY TOTAL	501	\$ 255,386
		(Add .01 & .02)

502 Fringe Benefits

.01	FICA or Railroad Retirement	19,537	
.02	Pension Plans (Including long term disability insurance)	30,646	
.03	Hospital, Medical & Surgical Plans	88,217	
.04	Dental and Vision Plans	269	
.05	Life Insurance Plans	-	
.06	Short-term Disability Insurance	-	
.07	Unemployment Insurance	1,277	
.08	Workmen's Compensation Insurance	-	
.13	Uniform and Work Clothing Allowance	734	
.14	Other Fringe Benefits*		
CATEGORY TOTAL 502		\$	140,680

*Please Explain:

503 Services

.01	Management Service Fees*	-	
.02	Advertising Fees	-	
.03	Professional & Technical Services	-	
.04	Temporary Help	-	
.05	Contract Maintenance Services	22,696	
.06	Custodial Services		
.07	Security Services	-	
.99	Other Services**	-	
CATEGORY TOTAL 503		\$	22,696

*Please explain and submit copy of most recent management service contract where applicable:

**Please Explain:

504 Material and Supplies Consumed

.01 Fuel and Lubricants

Estimated Fuel Usage:

	Number of Gallons	Estimated Cost per Gallons		
Gasoline		x _____	_____	-
Diesel	9712	x 2.50	_____	24,280
Lubricants & Other			_____	-
Increase due to Vendor estimate		TOTAL	504.01	\$ 24,280
.02 Tires and Tubes			_____	3,642
Increase due to increase wear on tires		TOTAL	504.02	\$ 3,642
.99 Other Materials & Supplies				
- Items directly related to transit and maintenance vehicles			_____	27,009
- Items directly related to general office			_____	-
- Miscellaneous materials and supplies			_____	-
		TOTAL	504.99	\$ 27,009
		CATEGORY TOTAL	504	\$ 54,931

(add .01, .02, and .99)

505 Utilities

CATEGORY TOTAL 505 \$ -

506 Casualty and Liability Costs

.01	Premiums for Physical Damage Insurance	_____	0
.02	Recoveries of Physical Damage Losses	_____	0
.03	Premiums for PL & PD Insurance	_____	0
.04	Payouts for Uninsured PL & PD Settlements	_____	0
.05	Provisions for Uninsured PL & PD Settlements	_____	0

.06	Payouts for Insured PL & PD Settlements	\$ -
.07	Recoveries of PL & PD Settlements	\$ -
.08	Premiums for Other Corporate Insurance	\$ -
.09	Other Corporate Losses	
.10	Recoveries of Other Corporate Losses	\$ -

CATEGORY TOTAL 506

\$ -

Please list the names of the insurance underwriters for each category of insurance:

General liability and Auto--St. Paul Travelers Ins Comp up to 4 million

Excess liability layer 1--Lexington Insurance up to 5 million

Excess liability layer 2 II. National Insurance losses above 5 million

Public Officials and Employment Practices liability ACE Ins. Grp up to 5 million

Worker's Compensation Excess Liability Midwest Employers Casualty Ins. Up to 2 million

If self insured, describe your program.

507 Taxes

.03	Property Taxes	0
.04	Vehicle Licensing and Registration Fees	500
.05	Fuel and Lubricant Taxes	1,000
.06	Electric Power Taxes	0
.99	Other Taxes*	0

CATEGORY TOTAL 507

\$ 1,500

* Please Explain:

508 Purchased Transportation

Only incidental Purchased Transportation expense (for all contracts) totaling 20% or less of participant's total eligible expense may be reported as a lump sum expense under this line item.

NOTE: Participant must submit a FORM OP-7 for EACH provider of purchased transportation reported under this line item

Please briefly describe how you maximize private sector involvement in your transit operations.

CATEGORY TOTAL 508

\$ -

509 Miscellaneous Expenses

	Dues & Subscriptions*	
.01	Include total IPTA and APTA dues	130
.02	Travel and meetings	500
.03	Bridge, Tunnel & Highway Tolls	0
.07	Bad Debt Expense	-
.08	Advertising/Promotion Expense	2,000
.99	Other Miscellaneous Expense**	0

**Please Explain:

Other Miscellaneous Expenses include incidental departmental expenses such as employee incentives ect.

CATEGORY TOTAL 509

\$ 2,630

511 Interest Expense

.01 Long Term Debt Obligation

Debt service to be paid on equipment or facilities acquired without federal or state capital grants

0

Debt service to be paid on equipment or facilities acquired without the assistance of state grants, but with federal assistance

0

TOTAL 511.01

\$0.00

.02 Short Term Debt Obligation

Amount of interest payments due during the period on indebtedness incurred for expenditures for eligible operating expenses. Payment of principal may not be included in this category. Payment of interest on tax anticipation may be included; principal may not.

Interest on other than tax warrants

-

Interest on tax warrants

\$

-

TOTAL 511.02

\$

-

CATEGORY TOTAL 511

\$

-

512 Lease and Rentals

<u>Item Leased</u>	<u>Cost</u>	<u>Effective Date of Lease</u>	<u>Lease Expiration Date</u>
	\$ -		
	\$ -		
	\$ -		

Lease Purchase Payments

CATEGORY TOTAL 512

-

FORM OP-5: FINANCIAL DATA AND OPERATING REVENUE PROJECTION REPORT

		(A) Projected Eligible Revenues FY 08	(B) Projected Revenues Not Eligible FY08
401	Passenger Fares for Transit Services	\$ 6,500	
402	Special Transit Fares	\$ -	
403	School Bus Service Revenues	\$ -	
404	Freight Tariffs		\$ -
405	Total Charter Service Revenues	\$ -	
406	Auxiliary Transportation Revenues	\$ -	
407	Non-Transportation Revenues	\$ -	
407.99	Sec. 5307 Force Account & Administration Cost Reimbursement	\$ -	
408	Taxes Levied Directly by Transit System		\$ -
409	Local Cash Grants & Reimbursements		\$ -
410	Local Special Fare Assistance		\$ -
411	State Cash Grants & Reimbursements		\$ 262,803
412	State Special Fare Assistance		\$ -
413	Federal Cash Grants & Reimbursements	\$ -	
413.99	Sec. 5307 Capital Funds for State Eligible Operating Expenses	\$ 149,000	
430	Contributed Services		\$ -
440	Subsidy for Other Sectors of Operations		\$ -
	TOTAL	\$ 155,500	\$ 262,803

FORM OP-5: FINANCIAL DATA AND OPERATING REVENUE PROJECTION REPORT

		(A) Projected Eligible Expenses FY08	(B) Projected Expenses Not Eligible FY08
501	Labor (.01+.02)	\$ 255,386	
502	Fringe Benefits	\$ 140,680	
503	Services	\$ 22,696	
504	Materials and Supplies Consumed (.01+.02+.99)	\$ 54,931	
505	Utilities	\$ -	
506	Casualty and Liability Cost	\$ -	
507	Taxes		
.01	Federal Income Taxes		\$ -
.02	State Income Taxes		\$ -
.03	Property Taxes		\$ -
.04	Vehicle Licensing & Registration Fees	\$ 500	
.05	Fuel & Lubricant Taxes	\$ 1,000	
.06	Electric Power Taxes	\$ -	
.99	Other Taxes	\$ -	
508	Purchased Transportation Services	\$ -	
509	Miscellaneous Expenses		
.01	Dues & Subscriptions	\$ 130	\$ -
.02	Travel & Meetings	\$ 500	
.03	Bridge, Tunnel & Highway Tolls	\$ -	
.04	Entertainment Expenses		\$ -

FORM OP-5: FINANCIAL DATA AND OPERATING REVENUE PROJECTION REPORT

		(A) Projected Eligible Expenses FY08	(B) Projected Expenses Not Eligible FY08
.05	Charitable Expenses		\$ -
.06	Fines & Penalties		\$ -
.07	Bad Debt Expense	\$ -	
.08	Advertising / Promotion Expenses	\$ 2,000	
.99	Other Miscellaneous Expenses	\$ -	
511	Interest Expense		
.01	Long Term Debt Obligation		\$ -
.02	Short Term Debt Obligation	\$ -	
512	Leases, Rentals, & Purchase Lease	\$ -	
TOTAL		\$ 477,823	\$ -

Please provide breakdown of ineligible expenses, if not detailed above.

ROUTE DATA WORKSHEET
REGULAR ROUTE SERVICE

X Weekday
 _____ Evening
 _____ Saturday
 _____ Sunday

Attached current copy of time schedule in effect, including schedules of any specialized service

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		(9)	(10)	(11)	
Route Number and/or Name	Round-Trip Route Length	Daily Round Trips	Daily Route Miles	Daily Deadhead Miles	Start First Trip	Finish Last Trip	Route Headways		Daily Schedule	Daily Platform Hours	Buses Required	
							Peak	Non-Peak			Peak	Non-Peak
North Side	15.4	9	138.6	25.0	8:15	5:15	60	60	9:0	10:15	1	1
South Side	14.4	9	129.6	25.0	8:15	5:15	60	60	9:0	10:15	1	1
TOTALS	29.8	18	268.2	50.00	N/A	N/A	N/A	N/A	18	20:30	2	2

ROUTE DATA WORKSHEET
REGULAR ROUTE SERVICE

For School Tripper Routes
Express Routes, Special Elderly
and Handicapped Services, Etc.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)		
Route Number and/or Name	Round-Trip Route Length	Daily Round Trips	Daily Route Miles	Daily Deadhead Miles	Start First Trip		Finish Last Trip		Daily Schedule	Daily Platform Hours	Buses Required	
					A.M.	P.M.	A.M.	P.M.			A.M.	P.M.
					N/A	N/A	N/A	N/A	N/A		-	-
Other elderly, handicapped & paratransit service, provided directly by the transit system TOTALS												

ROUTE DATA WORKSHEET
REGULAR ROUTE SERVICE

Attached current copy of time schedule in effect, including schedules of any specialized service

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)			(9)	(10)	(11)	
								Route Headways				Buses Required	
	Round-Trip Route Length	Daily Round Trips	Daily Route Miles	Daily Deadhead Miles	Start First Trip	Finish Last Trip		Peak	Non-Peak	Daily Schedule	Daily Platform Hours	Peak	Non-Peak
												N/A	
												N/A	
												N/A	
												N/A	
												N/A	
												N/A	
												N/A	
												N/A	
												N/A	
												N/A	
TOTALS	-	-	-	-	N/A	N/A		N/A	N/A	-	N/A	N/A	-

ROUTE DATA WORKSHEET
REGULAR ROUTE SERVICE

Weekday _____
Evening _____
Saturday _____
Sunday _____

Attached current copy of time schedule in effect, including schedules of any specialized service

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		(9)	(10)	(11)	
							Route Headways				Buses Required	
									Daily Schedule	Daily Platform Hours	Peak	Non-Peak
Route Number and/or Name	Round-Trip Route Length	Daily Round Trips	Daily Route Miles	Daily Deadhead Miles	Start First Trip	Finish Last Trip	Peak	Non-Peak				
TOTALS	-	-	-	-	N/A	N/A	N/A	N/A	-	N/A	-	-

FORM OP-6B: VEHICLE USE, FORM OP-6C: PASSENGERS

6B. VEHICLE USE:	Estimated FY08 Revenue Vehicle Miles (1)	Estimated FY08 Peak Vehicles Required	Estimated FY08 Revenue Vehicle Hours (1)
Regular Route	68,391	2	4,590
Special Routes			
Paratransit Service Provided by Participants			
Paratransit Service from Purchase of Service Contracts			
TOTAL	68,391	2	4,590

(1) This should include deadhead miles or hours

6C. PASSENGERS	Estimated FY08
Adult	13,754
Child	
Senior Citizens and Disabled (Reduced Fare)	4,227
Student (Reduced Fare)	
Token, Ticket or Pass	
Paratransit Service Provided by Participants	
Paratransit Service from Purchase of Service Contracts	
TOTAL PASSENGERS	17,981

FORM OP-6D: ESTIMATED REVENUE/EXPENSE PER OPERATING CHARACTERISTIC

D1. REVENUE/EXPENSE PER OPERATING CHARACTERISTICS:

FIXED ROUTE ONLY

Estimated FY08

Passengers Per Vehicle Mile	0.26
Average Vehicle Miles Per Hour	14.90
Farebox Revenue Per Vehicle Mile	0.12
Operating Expense Per Vehicle Mile	6.99
Deficit Per Vehicle Mile*	4.71
Farebox Revenue Per Operating Expense	0.02

* Deficit is defined as expensed less farebox revenue only

D2. REVENUE/EXPENSE PER OPERATING CHARACTERISTICS

FOR SPECIAL
SERVICES PROVIDED
DIRECTLY BY THE
TRANSIT OPERATOR

Estimated FY08

Passengers Per Hour	0.00
Revenue Per Hour	0.00
Expenses Per Hour	0.00

D3. REVENUE/EXPENSE PER OPERATING CHARACTERISTICS

FOR
CONTRACT SERVICES

[] Subsidized Taxi Service [] Contract E/H Service [] Other

Estimated FY08

Passengers Per Hour	0.00
Revenue Per Hour	0.00
Expenses Per Hour	0.00

Fiscal Year 2007

Form OP-6E: Revenue Equipment Inventory

Name of Participant: Pekin City of, c/o Pekin Municipal Bus Service

Bus Fleet #	State Grant #	Fed Funding Program	Vehicle ID Number	Year	Make	Model/ Type	Length	Status	Mileage	Mileage Date	Date In Service	Replace. Elig. Date
----------------	---------------	------------------------	-------------------	------	------	----------------	--------	--------	---------	-----------------	--------------------	------------------------

Fixed Route:

Fiscal Year 2007

Form OP-6F: Facilities and Support Vehicles/Equipment

(Includes building, tow trucks, supervisory autos, bus washer, lifts, etc.)

Name of Participant: Pekin City of, c/o Pekin Municipal Bus Service

Item	State Grant #	Fed Funding Program	VIN or Serial #	Year	Make	Model/ Type	Mileage Date	Mileage Date	Date In Service	Replace Elig Date	Use
------	---------------	------------------------	-----------------	------	------	----------------	-----------------	-----------------	--------------------	----------------------	-----

Each Participant who purchases transit serviced from another provider must complete the information requested in this form. If any of the requested information cannot be submitted, please explain why. This form must be completed FOR EACH SERVICE PROVIDER.

1. Name of Provider: Greater Peoria Mass Transit (GPMTD)

Address: 2105 NE Jefferson Avenue, Peoria, IL 61603

Phone: 309-679-8149

2. Total Contract Amount: \$477,823

3. Describe the cost basis of the contract amount shown above (per ride, per hour, etc.): _____

The contract between the City of Pekin and GPMTD is a fixed fee contract.

This basis of the contract amount is per hour cost.

4. Describe the service to be provided including an identification of the population served, limits on service, etc. (Use additional sheets if necessary.)

GPMTD will operate service in Pekin on two (2) routes from 8:15am to 5:15pm Monday thru Friday.

The revenue hours for the twelve month period from July 1, 2007 to June 30, 2008 are 4,590,

whereas platform hours for the same period are 5,227. There is no Saturday or Sunday service.

GPMTD will also operate a route deviated ADA service.

5. Indicate number and type of vehicles used.

6. Operators Salaries and Wages

	No. of Pilots	Estimated FY08 Annual Total Average Wage	Estimated FY08 Annual Total Wages
(a)			

Category Total (1)\$.....-

(b) Other Salaries and Wages

<u>Job Title</u>	<u>No. of Employees in this Position</u>	<u>Estimated FY08 Salary</u>
Category Total (2)		----- \$ -----

(c) Identify all other Expenses (I.e. maintenance, fuel cost, etc.)

<u>Expense Item</u>	<u>Estimated FY08 Cost</u>

(d) Explain any special arrangement you have with the provider (I.e. maintenance training, vehicle housing, etc.) (use additional sheets if necessary.)



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Manager & City Clerk

From: Greg Ranney

AGENDA ITEM: Recycling Processing Contract with Midland Davis Recycling

AGENDA DATE REQUESTED: Tuesday, October 9, 2007

ACTION REQUESTED: Approval of a 5-year recycling material contract at a rate of \$4.00 per cubic yard and an optional 5-year contract at a rate of \$4.25 per cubic yard rate.

BACKGROUND: The City of Pekin is now in a contract, which Midland Davis has bought from Pekin Recycling. The rates for the next three years are \$4.45, \$4.75 & \$4.90. Midland Davis is offering a new contract starting December 1, 2007 at a rate of \$4.00 per cubic year for the 5-year contract. Also being offered is a 5-year option contract at a rate of \$4.25 per cubic yard for the option years.

FINANCIAL IMPACT: Based on last year's cubic yards processed, there would be a savings of \$45,297.00 for the three years left on the contract

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Cost savings to the City of Pekin Recycling program based on last year's would be \$45,297.00.

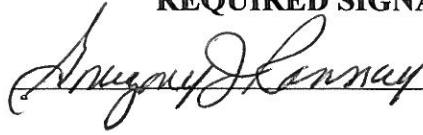
IMPACT IF DENIED: It would cost the recycling program an additional \$45,297.00.

ALTERNATIVES: Consistent with effective government

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

REQUIRED SIGNATURES

Department Director



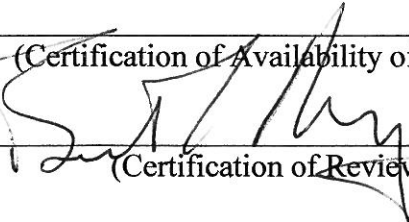
9/28/07
Date

Finance Department


(Certification of Availability of Funds)

Date

Corporation Counsel


(Certification of Review)

10/12/07
Date

City Manager

Date



Transportation and Solid Waste Department

MEMO

Date: September 28, 2007

To: Dennis Kief

cc: Mayor & Council

From: Greg Ranney

Re: Midland Davis Contract

I am writing in regards to our recycling contract with Midland Davis to process our recycling material. This is the start of the third year of a 5-year contract. The rate for this year is \$4.45 per cubic yard. Next year's rate would be \$4.90 per cubic yard. These rates are from the remainder of the contract between the City of Pekin and Pekin Recycling. Midland Davis is offering a 5-year contract starting December 1, 2007 at a rate of \$4.00 per cubic yard. This \$4.00 rate would be for the entire five years of the contract. Midland Davis is also offering an additional 5-year option contract at a rate of \$4.25 per cubic yard. I have enclosed the request letter from Midland Davis for a 5-year contract with an additional 5-year option contract. I would recommend this contract be approved for the savings to the City of Pekin and the residents the program serves. This would lock our rates in for budget operational purposes for the next five years with opportunity for an additional five years with this contract. To put this contract in place December 1, 2007 would be a savings of \$45,297.00 for the three years left in the contract based on the new rate and based on the 21,570 cubic yards from last year.

*Greg Ranney, Superintendent of Transportation and Solid Waste
1130 Koch Street, Pekin, IL 61554
Phone (309) 478-5444 & FAX (309) 347-8434*



Mr. Greg Ranney
City of Pekin, Illinois
Pekin, Illinois

09/27/07

Dear Greg:

Midland Davis Corporation has enjoyed working together with the City of Pekin on the curbside recycling program. We have made some significant improvements to our building and equipment to improve our efficiencies in handling this material.

We have closed our facility in Peoria and we are processing all our material in Pekin. The building addition, additional sorting systems and increased volume have allowed us lower our cost per ton processed. We would like to share our decreased cost per cubic yard with the City of Pekin. We are half way through a five year contract that just increased on September 1, 2007 to \$4.45 per cubic yard. This will increase to \$4.90 per cubic yard on September 1, 2009 through August 31, 2010.

We propose a new five year contract between Midland Davis Corporation and the City of Pekin that will be firm for the duration of the contract. We propose a new lower price of \$4.00 per cubic yard delivered to Midland Davis Corporation. This will be effective on December 1, 2007 through November 30, 2012. We also offer an additional five year option price of \$4.25 per cubic yard delivered. This price will be firm from December 1, 2012 through November 30, 2017.

Recyclables delivered to Midland Davis Corporation shall include #1 and #2 plastics, aluminum and tin cans, newsprint with inserts, magazines, cardboard, boxboard, junk mail and office paper.

We thank you for the business in the past and look forward to continuing this mutually beneficial relationship.

Sincerely,

A handwritten signature in blue ink that reads 'Martin Davis'.

Martin Davis

3301 4th Avenue
Moline, Illinois
61265
Ph# 309-764-6723
Fax 309-764-6729
www.midland-davis.com

3213 S. Washington St.
Peoria, Illinois
61602
Ph# 309-637-4491
Fax 309-637-4495

14379
IL Route 29 S
Pekin, Illinois
61554
Ph# 309-347-7166
Fax 309-347-1884

MD Trading
689 Craig Road
St. Louis, Missouri
63141
Ph# 314-985-3025
Fax 314-985-3031

Printed on Recycled Paper



AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF PEKIN, a municipal Corporation, (hereinafter "CITY") and MIDLAND DAVIS CORPORATION, an Illinois corporation (hereinafter "MIDLAND ") regarding the following:

A. Disposal of Recyclables in the CITY.

B. MIDLAND acquired from D.J. MAHONEY, INC. the Recycling Center utilized by the latter to perform its obligations under an existing Agreement with the CITY dated on or about November 22, 2004 for the disposal of Recyclables and the composting of landscape waste.

C. Subsequent to the sale of the Recycling Center the aforementioned Agreement as it pertained to Recyclables was assigned to MIDLAND with the CITY's consent. Said written consent is attached hereto as Exhibit A and is incorporated herein by this reference.

D. Nothing contained herein shall act to revoke, terminate, modify or otherwise alter the terms and/or obligations of the parties contained in the November 22, 2004 Agreement by and between the CITY and D.J. MAHONEY, INC., for the term beginning September 1, 2005 and terminating August 31, 2010 providing for the composting of CITY landscape waste on the following described real estate:

That property permitted for operation of a landscape waste composting facility in Illinois Environmental Protection Agency Permit No. 1990-098-DE/OP issued to D. MIDLAND and the CITY OF PEKIN (hereinafter "the compost site").

WITNESSETH

1. This Agreement shall commence on December 1, 2007 and shall terminate on November 31, 2012 unless the CITY exercises its option.

2. The CITY shall have a 5 year option to extend this Agreement for the period

beginning December 1, 2012 through November 31, 2017.

RECYCLABLES

3. The term "Recyclables" as used in this Agreement shall mean #1 and #2 plastics, aluminum and tin cans, newsprint and office paper, and clear glass. "Recyclables" shall also include the items for which the CITY or MIDLAND has a market for the materials to be made into new products.

4. MIDLAND agrees to accept, and the CITY agrees to dispose of at MIDLAND'S facility at 14379 Illinois Route 29, Pekin, Illinois, all Recyclables from all residential buildings located within the CITY'S corporate limits, including additional residential units which may hereafter be erected or become operative within the corporate limits of the CITY during the term of this Agreement.

5. MIDLAND shall maintain its facility as an "Approved Recycling Center." The term "approved recycling center" as used in this Agreement shall mean a facility which accepts recyclable material and processes and prepares the recyclable material to be sent to markets for the same or other end uses of the material.

6. The CITY shall pay MIDLAND according to the following schedule:

December 1, 2007 through November 30, 2012 \$4.00 per cubic yard of recyclables

December 1, 2012 through November 30, 2017 \$4.25 per cubic yard of recyclables

7. MIDLAND shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of this Agreement.

MISCELLANEOUS

8. MIDLAND agrees to indemnify, save harmless and defend the CITY, its agents and employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, including costs of defense, settlement, and reasonable

attorney's fees, which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders caused by negligent or willful acts or omissions of MIDLAND'S employees or its subcontractors in the performance of this Agreement. MIDLAND acknowledges, however, that the CITY may provide indemnification to its customers in reliance on the indemnification provided to the CITY in this paragraph.

9. The indemnification provision set forth above includes but is not limited to claims against MIDLAND which arise out of, are related to, or are based upon the disbursement, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant or hazardous materials as defined by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency now or in the future or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

10. MIDLAND shall at all times during the term hereof, maintain public liability and property damage insurance covering all of its operations hereunder in amounts of no less than ONE MILLION (\$1,000,000.00) DOLLARS combined bodily injury and property damage limit per accident, and the CITY shall be named as an additional insured only to the extent of MIDLAND'S negligence. MIDLAND shall also maintain workers compensation insurance in amounts of no less than the statutory limit. If MIDLAND wishes to self-insure, MIDLAND shall offer evidence of such self-insurance subject to approval by the CITY.

11. Neither party may assign, sublet, transfer, or otherwise vest in any other company or entity or person, any of its rights or obligations under this Agreement, without the prior

written consent of the other party.

12. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. It is expressly agreed and understood that MIDLAND is in all respects an independent contractor as to the work, notwithstanding in certain respects that MIDLAND is required to follow directions of designated CITY officials (this shall include but not be limited to reporting procedures), and that MIDLAND is in no respect an agent, servant or employee of the CITY. This Agreement specifies the work to be done by MIDLAND, but the method to be employed to accomplish this work is the responsibility of MIDLAND, unless otherwise provided for in this Agreement.

14. Should MIDLAND fail to accept and dispose of Recyclables as required, and the CITY determines said failure constitutes a breach or default by MIDLAND, the CITY may, after one hour's notice, redirect delivery of said recyclables to another facility or site and MIDLAND shall be liable for all expenses incurred, including travel and transportation expenses, salaries and wages. In addition to any other lawful means of effecting reimbursement from MIDLAND, the CITY may deduct such expense for money due or which may become due to MIDLAND. This is a non-exclusive remedy and shall not limit in any way the CITY'S right to other legal remedies.

15. MIDLAND shall furnish the Director of Public Property of the CITY or the Director's authorized representatives with every reasonable opportunity for ascertaining whether or not its obligations are being performed in accordance with the requirements of this Agreement. On a monthly basis MIDLAND shall supply the Director of Public Property with daily volumes (e.g. cubic yards and tons) of the Recyclables hauled and deposited at the Recycling

Center described herein. The Director of Public Property may appoint authorized representatives to inspect MIDLAND'S operations, records, and equipment related to the Recycling Center at any reasonable time and MIDLAND shall admit authorized representatives of the CITY to make such inspections at any reasonable time and place.

16. MIDLAND specifically agrees that any strike or labor dispute of any kind or character involving MIDLAND, the CITY, or any account or unit serviced hereunder, shall not, for any reason, cause a stoppage or delay of any of the obligations of MIDLAND as per the terms and conditions hereof.

17. If MIDLAND becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against MIDLAND, the Mayor of the CITY may then declare the Agreement canceled or at the option of the CITY, may treat this Agreement as operative.

18. MIDLAND assures the CITY that it is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, title 42 of the United States Code Annotated and Federal Executive Orders No. 11246 and 11375, which are incorporated herein-by reference, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex, or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions of employment of any persons.

19. The Illinois Fair Employment Practice Commission Equal Opportunity Clause, as required by Article II of the Illinois FEPX Rules and Regulations, is considered to be a part of this agreement.

20. In the employment and use of labor, MIDLAND shall conform to all Illinois statutory requirements and prohibitions regarding the sexual harassment of employees, including but not limited to those pertinent provisions of the Illinois Human Rights Act, 775 ILCS 5/1-101

et seq.

DATED at Pekin, Illinois, this _____ day of _____, 2007.

CITY OF PEKIN,
an Illinois municipal corporation

MIDLAND DAVIS COMPANY,
an Illinois corporation

By: _____
Its: Mayor

By: _____
Its: _____

Attest: _____
Its: City Clerk

By: _____
Its: _____

CERTIFICATION

Martin Davis on oath states that he is the _____ of Midland Davis Company, an Illinois corporation and that said entity is not delinquent in the payment of any tax administered by the Department of Revenue or is contesting, in accordance with the procedures established by the appropriate Revenue Acts, its liability for the tax or the amount of tax.

MARTIN DAVIS

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the County of Tazewell, State of Illinois, this ____ day of _____, 2007.

Notary Public

Exhibit A



City of Pekin

December 28, 2005

D.J. Mahoney
14379 IL Rt. 29
Pekin, Illinois 61554

Re: Midland Recycling

Dear Mr. Mahoney:

Thank you for informing us of your decision to assign the responsibility for recycling certain waste products collected from the City of Pekin to Midland Recycling. In light of this information, we have reviewed the Agreement that exists between MAHONEY and the City of Pekin, in particular, Section 19, "Neither party may assign, sublet, transfer, or otherwise vest in any other company or entity or person, any of its rights or obligations under this Agreement, without the prior written consent of the other party."

The purpose of this letter is to inform you, as required by that Agreement, that the City of Pekin has no objection to the altered arrangement subject to the following provisions:

1. That all services, performance standards and costs specified in the original Agreement remain unchanged and enforced as if this alteration had not taken place.
2. That should any dispute or disagreement regarding full compliance with the Agreement arise, it will be resolved as per the Agreement between MAHONEY and the City of Pekin.
3. That it is clearly understood that the altered arrangements to which we are now agreeing do not in any way alter MAHONEY's responsibility to fully meet its contractual obligations as set out in the agreement dated on November 22, 2004.

Very truly yours,

CITY OF PEKIN


FRANK MACKAMAN,
MAYOR