



City of Pekin

REGULAR COUNCIL MEETING SCHEDULED TUESDAY, OCTOBER 14, 2008
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Tebben

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: *Motion to approve minutes of Regular Council Meeting of September 22, 2008 and Special Budget Work Session of October 6 or 7, 2008*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Liquor Commission Minutes dated July 24, 2008, Traffic Safety Committee Minutes Dated October 3, 2008, and September Building Report
- 2. Proclamation:** "International Alpha Delta Kappa Month" October 2008
"YWCA Week Without Violence" October 19–25, 2008
"National Fire Prevention Month" October 2008
- 3. Receive and File** Resignation of Angel Gibson from the Pekin Planning Commission
- 4. Resolution No. 57-08/09** – Mayor's Appointment Scott Plotner to the Planning Commission to fill the unexpired term of Angel Gibson until May 15, 2011
- 5. Receive and File** Illinois Department of Transportation Audit MFT Report #65 year 1999
- 6. Receive and File** Illinois Department of Transportation Audit MFT Report #66 year 2000

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. Financial Report Update

DESCRIPTION: A general explanation of revenues, expenditures, and fund balances.

PRESENTATION: Jim Wolf, Treasurer

ACTION: No Action to be taken.

2. Public Hearing

DESCRIPTION: Opportunity for interested parties to comment on the consideration of adopting an ordinance authorizing the vacation of Front Street from St. Mary to Cynthiana Street. A portion of which needed for Riverfront Development.

ACTION: Action to be taken under New Business.

IX. NEW BUSINESS

1. Ordinance No. 2567-08/09 - Ordinance To Vacate All of that Part of Front Street Lying between St. Mary Street and Cynthiana Street

(DK)

DESCRIPTION: Ordinance to vacate a portion of City right-of-way to allow for the creation of larger City owned parcel

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

2. Midwest Holdings Sewer Connection Fee Agreement

(DK)

DESCRIPTION: Agreement setting developer's sewer tap on fee.

ACTION: Motion to approve agreement.

VOTE REQUIRED

3. Transfer of Deed to Bussones – Broadway Widening

(JW)

DESCRIPTION: Exchange of legal documentation for property and right-of-way in the acquisition process for Broadway Road Widening Project. The request was accommodated through work with the County.

ACTION: Motion to approve agreement.

VOTE REQUIRED

4. Amend Engineering Agreement with STS for Parkway Drainage Project

(JW)

DESCRIPTION: Changed conditions from the time of the design and actual construction of the improvements to reduce flooding during heavy rains. When an individual easement could not be obtained, the alignment had to be shifted to avoid the play area of the adjoining church

ACTION: Motion to approve agreement.

VOTE REQUIRED

5. Farm Leases

(GR)

DESCRIPTION: Contracts for farmed acres of municipally owned property on S. 5th Street and Koch, 150 acres on South 5th Street, and the original Riverway Business Park.

ACTION: Motion to approve each agreement.

VOTE REQUIRED

6. **Ordinance No. 2568-08/09 - Ordinance Amending Title 3, Chapter 2, Section 5 of the Code of the City of Pekin 1995 Regarding Motor Fuel Tax and Chapter 2 Article 3 of the Code of the City of Pekin 1995 Regarding Hotel /Motel Tax.**

(BD)

DESCRIPTION: amendments change collection agency language to Treasurer. Also prohibits reimbursement from the city if person or business is in arrears on tax payments due to the City.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

7. **Ordinance No. 1462-A283-08/09 – Ordinance Amending Title 8, Chapter 4, Section 1 D of the Code of the City of Pekin 1995 Regarding No Parking Schedule East Side South 10th Street from Oxford Street to Charles Street**

(JW)

DESCRIPTION: Recommendation of Traffic Safety Committee to improve safety concerns on the curved residential section of South 10th Street

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

8. **Ordinance No. 1462-A284-08/09 - Ordinance Amending Title 8, Chapter 2, Section 9 of the Code of the City of Pekin 1995 Regarding Authorized Stop Signs on Ann Eliza Street at North Twelfth Street**

(JW)

DESCRIPTION: Recommendation of Traffic Safety Committee for safety at T- intersection.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, SEPTEMBER 22, 2008 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

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

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor R. David Tebben.

Roll was called and all Council Members were present.

Agenda

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that an Executive Session be added to the end of the meeting under 5 ILCS 120/2 (c) 11. to discuss Litigation. On roll call vote, Ayes, Blanchard, Dunn, Kortkamp, Tebben; Nays, Jones, Strand, Abel. Motion Carried.

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

Motion by Council Member Jones, seconded by Council Member Strand, that the **minutes of the Regular City Council Meeting of September 8th, 2008, be approved as written**. On roll call vote, all present voted Aye.

Public Input on Agenda Items

Kevin Andrews 1613 Night Hawk Court, addressed Council on New Business item 6. He spoke in non-support in restricting parking on the north side of Park Avenue 14th Street to 195 ft west of the crosswalk in front of the Pekin Hospital. He stated that the 4 parking spaces were needed for short term out patient lab testing and asked that the portion of 15-minute spaces be kept in their present capacity.

Consent Agenda

Motion by Council Member Blanchard, seconded by Council Member Abel, that the Consent Agenda be approved as presented.

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

1. **Receive and File Monthly Reports and Minutes:** Traffic Safety Committee Minutes dated September 5, 2008 and special meeting dated September 15th, Building Report August, and Mayor's Advisory Committee for Persons with Disabilities dated August 14th, 2008 and September 11, 2008.
2. **Solicitation:** Kiwanis Peanut Days Friday, October 31, 2008
Pekin AMVETS White Clover November 7 and 8, 2008
Pekin Lions Club Candy Day Week, October 3-4, 2008
3. **Proclamation:** "Pekin Memorial Stadium"
"Pekin First Church of the Nazarene Day"
*** "City of Pekin Fire Department Louisiana Appreciation Hurricane Gustav"
4. **Receive and File Bids:** Sale of Lot in 300 Block of Court Street between Capitol Street and Third Street
5. **Receive and File** Resignation of J. Scott Plotner from the Pekin Library Board

6. Resolution No. 55-08/09 – Mayor’s Appointment of Corey Shannon to the Library Board to fill the unexpired term of J. Scott Plotner until June 30, 2010
On roll call vote, all present voted Aye.

Mayor Tebben noted that a proclamation listed in Consent Agenda *** should be recorded as Received and Filed. With no objection from Council, the Mayor allowed Fire Chief Chuck Lauss to speak in presenting to the Council the framed Proclamation to the City of Pekin from Bunkie, Louisiana. The Chief told Council of the mobilization of Pekin firefighters to assist in the recovery efforts following Hurricane Gustav and the appreciation of that community for humanitarian aid.

COMMUNICATIONS, PETITIONS, REPORTS

Presentation – Firefighters

Fire Chief Chuck Lauss told Council of the off duty life saving assistance that two of the Department’s firefighters performed while returning from vacation. Lynken Toyne and Ron Hawkins, Jr. received an Honorary Award from the Missouri State Patrol and were recognized in attendance for their heroic actions at the scene of a vehicle accident.

NEW BUSINESS

ORDINANCE NO. 2566-08/09

AMENDING TITLE 6, CHAPTER 1 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING LATERAL HIRES TO THE POLICE DEPARTMENT

Motion by Council Member Dunn, seconded by Council Member Abel, that Ordinance No. 2566-08/09 be adopted. Police Chief Timothy Gillespie addressed the recommendation to reduce the minimum experience from 2 to 1 year for hiring. The change would allow Fire & Police Commission to consider applicants from a larger pool and have completed experience programs. Council Members raised questions on size of the present application list and recruits being hired away. On roll call vote, Ayes, Strand, Jones, Kortkamp, Dunn Abel, Tebben; Nay, Blanchard. Motion Carried.

RESOLUTION NO. 56-08/09

ILLINOIS DEPARTMENT OF TRANSPORTATION OPERATING ASSISTANCE GRANT

Motion by Council Member Abel, seconded by Council Member Dunn, that Resolution No. 56-08/09, be adopted. Public Property Director Greg Ranney informed Council that the application was to receive \$343,192.00 funding from the State for operation of the City Bus Service. The requested documentation for transfer of funding to CityLink contract had still not been confirmed. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that **ECONOMIC DEVELOPMENT FINANCIAL ASSISTANCE PROGRAM (EDFAP) APPLICATION PACKET** be **approved**. Community Development Director Pam Anderson informed Council of the HUD Amended Action Plan that allocated the expenditure of \$55,000 of CDBG funding for separate revolving loan fund for economic incentives. GAP financing would benefit small business. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A275-08/09

AMENDING TITLE 8, CHAPTER 4, SECTION 1 D OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING NO PARKING SCHEDULE OF RESTRICTED PARKING RECOMMENDATIONS AT VARIOUS LOCATIONS

Motion by Council Member Strand, seconded by Council Member Abel, that Ordinance No. 1462-A275-08/09 be adopted. Traffic Safety Committee Chair Joe Wuellner addressed the next 8 items as recommended by the TSC. It was stated that a special meeting of September 15, 2008 on the next list of narrow streets in the south side area that needed parking restriction received no negative responses. Council discussed snow plowing and the continuation of the committee reviewing additional areas for parking. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A276-08/09

**AMENDING TITLE 8, CHAPTER 3, SECTION 3 F OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SPEED LIMITS ON PARK AVENUE, COURT TO 12TH STREET**

Motion by Council Member Blanchard, seconded by Council Member Dunn, that Ordinance No. 1462-A276-08/09 be adopted. Council discussed the following three items in relationship to the patients and workers safety in the area of the Pekin Hospital. Suggestions for enforcement of speed and education of the public in slowing down were made. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A277-08/09

**AMENDING TITLE 8, CHAPTER 4, SECTION 1 D OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE**

NORTH SIDE PARK AVENUE 14TH STREET TO 195 FT WEST TO CROSSWALK

Motion by Council Member Jones, seconded by Council Member Blanchard, that Ordinance No. 1462-A277-08/09 no parking north side of Park Avenue –14th Street to 195 ft west to the crosswalk except 4 parking spaces limited to 15 minute parking, be adopted. Discussion followed on the previous meeting with the hospital in addressing their request for safety measures and an appeal to allow spaces for patient drop-off. On roll call vote, all present voted Nay. Motion Failed.

ORDINANCE NO. 1462-A278-08/09

**AMENDING TITLE 8, CHAPTER 4, SECTION 1 D OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE**

SOUTH SIDE PARK AVENUE 14TH STREET TO 13TH STREET

Motion by Council Member Abel, seconded by Council Member Strand, that Ordinance No. 1462-A278-08/09 be adopted. On roll call vote, Ayes, Strand, Kortkamp, Jones, Dunn, Abel Tebben; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 1462-A279-08/09

**AMENDING TITLE 8, CHAPTER 4, SECTION 1. D. OF THE CODE OF THE CITY OF PEKIN
1995 REGARDING NO PARKING SCHEDULE**

EAST SIDE SOUTH 18TH STREET FROM SARATOGA STREET TO HENRY STREET

Motion by Council Member Strand, seconded by Council Member Jones, that Ordinance No. 1462-A279-08/09 be adopted. On roll call vote, all present voted Aye.

The following three items, by recommendation of the Traffic Safety Committee would improve the safety out into the intersection of the busy downtown area.

ORDINANCE NO. 1462-A280-08/09

**AMENDING TITLE 8, CHAPTER 2, SECTION 9 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS ON SOUTH CAPITOL STREET AT
ELIZABETH STREET AND ELIZABETH STREET AT SOUTH CAPITOL STREET**

Motion by Council Member Blanchard, seconded by Council Member Jones, that Ordinance No. 1462-A280-08/09 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A281-08/09

**AMENDING TITLE 8, CHAPTER 2, SECTION 9 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS ON SOUTH FOURTH STREET AT ELIZABETH
STREET AND ELIZABETH STREET AT SOUTH FOURTH STREET**

Motion by Council Member Dunn, seconded by Council Member Kortkamp, that Ordinance No. 1462-A281-08/09 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A282-08/09

**AMENDING TITLE 8, CHAPTER 2, SECTION 9 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED THROUGH STREETS**

Motion by Council Member Dunn, seconded by Council Member Abel, that Ordinance No. 2566-08/09 be adopted. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members were advised on the flooding and the operations of the Sewer Treatment Plant. Community was advised that the pier docks were up and caution should be taken.

Spruce Up Pekin date of October 4th was announced.

Treasurer Jim Wolf briefed Council on revenues and expenditure percentages and advised a full report would be given in October.

Denny advised that the draft of the FY 2010 Budget would be presented to Council on Friday. Council would meeting in a Work Session on October 6 or 7. The Clerk was directed to schedule Town Hall Meeting dates for the following months.

Garnet Mieschner 1401 Janssen expressed concern on the timing of the light and backup of traffic at the intersection of 14th and Park Avenue. He was informed that the improvement followed IDOT design that had to remain for a period of agreement.

EXECUTIVE SESSION

Motion by Council Member Dunn, seconded by Council Member Blanchard, that **Council move to Executive Session** at 6:45 P.M. to discuss 5 ILCS 120/2 (c.) 11. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent. On roll call vote, all present voted Aye.

No further business to come before the Council, in open session, Mayor Tebben called the meeting closed.

COUNCIL ADJOURNED AT 7:02 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL WORK SESSION
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
ON TUESDAY, OCTOBER 7, 2008 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

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

ABSENT: COUNCIL MEMBER STRAND

Council set a second work session to begin discussion with staff of the FY 2010 Budget. Notice was properly posted and Council received notice of a special meeting on Friday, October 3, 2008.

The **Pledge of Allegiance** was led by Mayor R. David Tebben.

Roll was called. All Council Members were present except Council Member Strand.

Mayor Tebben opened the meeting noting the purpose of discussing preliminary figures for the FY 2010 Budget based on revenue and expenses projections. In not knowing how much discussion would come about members discussed setting a time to end for the night.

By right of personal privilege, motion was made by Council Member Dunn and seconded by Council Member Jones to close the meeting at 7:00 p.m.

City Manager Dennis Kief distributed several pages of figures and charts that would be discussed throughout the meeting.

Treasurer Jim Wolf presented Annual Budget, Actual, and Actual as a percentage of the Budget numbers for major revenue sources fiscal year 2009 through September 30, 2008. His observation was, in light of the national economic conditions, the City figures reflected strong sales tax revenues.

The Manager advised Council that expenses for 2010 are over revenues, even without the major projects in an amount of \$1.9 million. Discussion followed on the 5 major Capital Projects and their funding sources, be it increased user fees for Wastewater Treatment Plant Expansion, Levy increases, bond repayment, general fund expenses, MFT funding match, and use of Reserves, for Library upgrades, Fire Station relocation, Street Maintenance, Veterans Drive construction. Rising construction costs, outdated estimates, and rebuilt plant components could raise the \$16 million plant project to \$35 million. Combining two Phases for the Treatment Plant into one and postponed until 2011 was discussed. The Council concurred that the projects generally would need to be revisited at a future date. Council Member Kortkamp disagreed, noting you pay now or pay increasing costs later and in particularly favored proceeding with the library expansion.

Several new revenue streams were offered as a means of closing the negative gap between expenditures and revenues. Informational estimates for a 2 percent sales tax on food and beverage generating an estimated \$811,000, utility tax of 5 percent, garbage fee to make the program self-sufficient, real estate transfer fee, ambulance franchise, hotel/motel tax increase, package liquor sales tax. Council members individually noted revenue possibilities that they would consider. Suggestions were made to estimate the pay-off of bonds that were at 3.9% - 5%, reduction in snow removal, freeze hiring, staff to review department budgets again for additional cuts.

It was agreed to schedule additional work sessions and Ton Hall meetings.

Mayor Tebben called for the orders of the day and the meeting was adjourned.

COUNCIL ADJOURNED AT 7:05 P.M.

Sue E. McMillan
City Clerk

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, JULY 24, 2008

4:00 P.M.

CITY HALL COUNCIL CHAMBERS

Acting Chairman Eitenmiller called the meeting to order at 4:02p.m.

PLEDGE of ALLEIGENCE

Gillespie led the pledge

ROLL CALL

The following members were present for roll call: Dave Eitenmiller, Deputy Fire Chief Bowman, and Police Chief Gillespie. Also present: Sue Bosich, Assistant Corporation Counsel, Sue McMillan, City Clerk, Rick VonRohr, and Joe Wuellner.

Absent: Liquor Commission Tebben

APPROVAL OF AGENDA

Gillespie made a motion to approve the Agenda as presented seconded by Bowman. Motion passed

APPROVAL OF MINUTES

Gillespie made a motion to approve the June 26, 2008 minutes as presented, seconded by Bowman. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time

NEW BUSINESS

Jac's Dog House – Beer Garden site

Discussion followed: view from street. Back of Beer Garden will be solid (facing the park) and the ends will have the view with emergency door. No restrictions on using wood or metal. Mr. Rodgers to get with the Fire Department on the emergency panic gate/door if there would be something in the code on being a wooden gate. Wooden fence will be 5ft tall.

Gillespie made a motion to accept the site plan with the conditions they make the front panel gate the appropriate size as required by statute and there is visibility with the front panel so that we can see in. Bowman seconded. Motion passed.

Further Discussion: Asked when they were planning on starting construction on the Beer Garden. Mr. Rodgers stated in a few weeks with construction completed by the middle of August. Beer Garden will be 30' by 15' with roof/awning. Actually it will be 39.2 feet. Acting Chairman advised Mr. Rodgers to work with Ron in the Inspections Department and with the Fire Department on the gates.

Grumpy Pete's – Beer Garden

Discussion followed: Notation on moving parking spots. 26 feet between the two spots. Ron Sieh was out to measure an 18, 18, 18 and we had 18, 18 and 24. Denny Mullens stated he thought the City suggested to make the Beer Garden decorative, but decided to make it out of wood. East end of Beer Garden will be the panic door, which will be made out of steel. 42" steel panic door. Will also have emergency lighting on the steel door to the roof. Questioned was asked if you can enter from the west foyer and walk straight into your Beer Garden? There is a glass door there, they won't have to go into the bar area. They will also be eating out there,

not just for the bar. More of an outdoor dining facility than a Beer Garden. Concerned with a separate entrance. More convenient to have two entrances. There won't be a bar out there, waitress would be serving alcohol and food. Chief's concern is the two entrances. Until the new construction is completed there will not be another entrance (more to the west of the building). The new section will probably be finished in about 3 weeks. Was hoping to pour the pad for the Beer Garden on Monday. Wanted to use that as his main entrance until the other construction is completed. If we were assured when this was done and you use the west entrance and only one entrance to the Beer Garden. Only entrance and exit right now is on the south side of the building. Asked if a panic door can be put on the west door make it an exit door only, just another exit which would be fine. After construction is complete the only way into the Beer Garden would be through the business. You would need 45 days to complete.

Gillespie made a motion to approve the Beer Garden with the condition that he has 45 days construction being complete on the new addition and the only entrance to the Beer Garden would be through the lounge area. Bowman seconded. Motion passed.

Further discussion: Minimum by Code is 5' fence. They plan on using cedar, 1x6 and spaced 2 ½ inches apart all the way along would look like a shadow fence.

Any Other Business to Come Before the Commission:

Illegal Gambling – received a complaint of illegal gambling that goes on around Pekin in the liquor establishments. All machines are licensed through the City Clerk's office, not illegal to have the machines and play on them; it is illegal on "pay outs" of the machines. City Clerk had sent out letters to the Liquor establishments in the past. Suggested letters go out to everyone who has Amusement Licenses in their establishments.

Bosich explained that this would be an automatic suspension of up to 6 months if an establishment were caught "paying out" on these poker machines.

Acting Chairman Eitenmiller tabled this discussion until the next Liquor Commission meeting so our Liquor Commissioner could be present.

Bosich stated there would be an upcoming Hearing on Kouri's for serving alcohol to minors.

Meeting adjourned at 4:37P.M. Next Meeting: Thursday, August 28, 2008 at 4:00pm

Respectfully submitted Paula Gensel

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
OCTOBER 3, 2008
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Tim Gillespie, Dave Pagliaro, Rick Bowman, Will Taylor. Also present, Stu Umholtz, Lee Ann Wrhel.

Stu Umholtz was present at the meeting to voice his concerns regarding the traffic/speeding/pedestrian issue on Parkway at Coal Miners Park. The lights are working in that location but they are not visible enough in the daytime. Dave Pagliaro will check into lights that constantly flash yellow that would be more visible. Tim Gillespie reported that the police department has written nearly one hundred speeding tickets there and a dozen or so warnings. Most of the violators are motorists that are not Pekin residents. Joe Wuellner stated that he tried using the crosswalk yesterday and the motorists did stop for him to cross. Joe also indicated that he will meet with the City Manager about approaching the park district to contribute to the cost of signs as the safety issue is due to the bike trail and activities at Coal Miners Park. There was a suggestion of making the exit from Coal Miners Park "Right Turn Only". The park district would be responsible for that change. Stu Umholtz indicated that he will approach the District 303 Superintendent and Mr. Blackwell from the Pekin Park District regarding this safety concern.

Old Business:

1. *Restricted Parking*

Sam Everhart, 617 S. 11th Street and Ron Denning, 621 S. 11th Street addressed the committee regarding the parking restriction put in place on their street. Dave Pagliaro clarified the meaning of the arrows on the No Parking signs. The committee explained to them that the restrictions are being put in place, for safety reasons, to allow emergency and service vehicles ample access down the streets. They were also informed that the committee will be addressing this issue in all areas of town. The police department will place the radar trailer there to monitor speeding.

At next month's meeting, Joe Wuellner will present the next section of town to be reviewed by the committee for possible parking restrictions.

2. *Pekin Hospital – Park Avenue Parking/Pedestrian Concerns*

The hospital made a request asking to move the handicapped parking space that is west of the crosswalk to east of the crosswalk and use the current space for van "drop-off". Joe Wuellner will contact the hospital and let them know that the handicapped spot will not be moved to the east side of the crosswalk. If the hospital wants to use the current spot for van "drop-off", the handicapped spot will be eliminated.

3. *Parking Restriction Survey – S. 10th Street Curve*

The survey results were reviewed and discussed by the committee. Joe Wuellner presented a motion to make a recommendation to City Council to restrict parking on the east side of S. 10th Street from Oxford Street to Charles Street. Tim Gillespie seconded the motion. All in favor.

4. *Handicapped Sign – 1024 Mechanic*

Per a citizen request, Handicapped Child signs will be posted at each end of the 1000 block of Mechanic Street. All members were in favor. The citizen will be notified of the action.

New Business:

1. *Dirksen-Broadmoor Driveway*
The school district would like to make a change to the driveway at Dirksen/Broadmoor school to separate bus and parent traffic. Joe Wuellner forwarded this item to the committee for input from the members regarding any possible traffic concerns this may present. The members indicated that there appears to be no traffic impact with this change. Joe Wuellner will contact Ken Memken of the school district regarding this matter.
2. *St. Joseph School Drop-off/Pick-up*
The school would like to have one-way travel on St. Joseph Place during school drop-off and pick-up times. Joe Wuellner will contact Brian Geier from the school and propose that they set up a crosswalk area, the city will paint it, and they insist that students cross at the crosswalk.
3. *S. 8th Street Parking Concern*
This issue was resolved prior to the meeting.
4. *Vacation of portion of Front Street Right-Of-Way*
The Traffic Safety Committee has no issue with this item.
5. *Stop Sign Requests - Redwood & Hawthorne at Birch & Locust*
Joe Wuellner presented a motion to leave this area as is. Seconded by Tim Gillespie. All in favor. The citizen will be notified.
6. *Stop Sign Request on State St. at Windsor St*
The members of the committee will check this area. This item will be addressed at the next meeting. The citizen will be notified.
7. *Three-way Stop Request - N. 12th at Ann Eliza*
Tim Gillespie presented a motion to make a recommendation to City Council to make the "T" intersection of N. 12th Street at Ann Eliza a three-way stop. Will Taylor seconded the motion. All in favor.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING NOVEMBER 7, 2008 @ 8:30 A.M.

BUILDING REPORT 2008

BUILDING REPORT 2008																			
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	3.00	\$576,438			5.00	\$439,000	11.00	\$181,339	#	2.00	\$11,000	1.00	\$0	\$1,207,777	22.00				
FEBRUARY					2.00	\$35,045	16.00	\$385,550		1.00	\$2,400			\$422,995	20.00				
MARCH	3.00	\$841,938	1.00	\$21,450	1.00	\$32,000	2.00	\$176,050		4.00	\$9,815	1.00	\$0	\$1,088,753	34.00				
APRIL					5.00	\$735,905	16.00	\$119,545		48.00	\$101,667	1.00	\$0	\$1,169,042	77.00				
MAY	3.00	\$631,090			3.00	\$105,600	18.00	\$300,638		61.00	\$111,081			\$1,206,399	90.00				
JUNE	2.00	\$305,930			11.00	\$478,271	27.00	\$311,278		47.00	\$104,389	2.00	\$0	\$1,299,868	95.00				
TOTAL 6 MO.	11.00	2,355,386.00	18.00	229,425.00	1.00	21,450.00	2.00	767,905.00	28.00	1,205,915.55	109.00	1,474,400.00	163.00	340,352.17	4.00	0.00	0.00	6,394,833.72	337.00
JULY	5.00	\$803,180			7.00	\$338,300	20.00	\$230,747		44.00	\$141,000			\$1,513,227	76.00				
AUGUST	4.00	\$668,540			6.00	\$105,201	18.00	\$175,762		10.00	\$102,517			\$1,093,047	44.00				
SEPTEMBER	7.00	\$1,046,179	2.00	\$13,800	2.00	\$1,117,000	6.00	\$51,046	12.00	\$52,435	\$15,127	1.00		\$2,291,587	45.00				
OCTOBER														\$0	0.00				
NOVEMBER														\$0	0.00				
DECEMBER														\$0	0.00				
TOTAL 6 MO.											TOTAL 6 MO.				\$0				0.00
YEAR	11	\$2,355,386	18.00	\$229,425	1.00	\$21,450	2.00	\$767,905	28.00	\$1,205,916	109.00	\$1,474,400	163.00	\$340,352	4.00	0.00	0.00	\$6,394,834	337.00

WHEREAS, Alpha Delta Kappa is celebrating International ADK Month, in October;
and

WHEREAS, the International Honorary Sorority for Women Educators recognizes women who have proven themselves to be strong, efficient professional teachers; and

WHEREAS, it builds a fraternal fellowship, promotes high standards of education, sponsors educational and altruistic projects, and contributes to world understanding through an international fellowship of women educators; and

WHEREAS, scholarships and grants are available to ADK members for study and travel. An International Teacher Education Scholarship is granted to a foreign student who agrees to return to her own country and teach for a year; and

WHEREAS, the Alpha Theta Chapter of Alpha Delta Kappa at Pekin is comprised of 25 active members. Meetings are held monthly during the school year and on special occasions during the Summer; and

WHEREAS, in addition to fellowship and business, the Alpha Theta Chapter has been active in community and charity work. Throughout its 40 years, the Chapter has had many projects, including granting yearly scholarships to students in education, contributing to an area ADK Scholarship Fund, contributing to Christian Civic Outreach, Reading is Fundamental, and Toys for Tots; and

NOW, THEREFORE, BE IT RESOLVED that I, R. David Tebben, Mayor of the City of Pekin, Illinois, do hereby proclaim the month of October, 2008, to be

“INTERNATIONAL ALPHA DELTA KAPPA MONTH”

in the City of Pekin, Tazewell County, Illinois

ADOPTED, this 14th day of October, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, the YWCA Week Without Violence, a public awareness campaign led by the YWCA, and

WHEREAS, the YWCA, the oldest women's membership movement in the United States, has a long history of empowering women and families, fostering racial justice and preventing violence. Through 300 local member associations with programs in thousands of communities in all 50 states, the YWCA represents more than one million women, girls, and their families; and

WHEREAS, YWCA Associations nationwide provide a wide range of programs and services, including battered women's shelters and counseling, child care, support of victims of rape and sexual assault, job training, sports and fitness, literacy and advocacy; and

WHEREAS, the campaign will focus unprecedented attention on practical and sustainable alternatives to violence at YWCA's, schools, community organizations, neighborhoods and workplaces nationwide and in 95 countries around the world; an

WHEREAS, the campaign will provide a series of national and local forums that will inspire communities to work together to create effective alternatives to violence. The YWCA Week Without Violence is a challenge to all Americans to spend seven days without committing, condoning, or contributing to violence.

NOW, THEREFORE, BE IT RESOLVED that I, R. David Tebben, Mayor of the City of Pekin, Illinois, do hereby proclaim the week of October 19th through October 25th, 2008, to be

"YWCA WEEK WITHOUT VIOLENCE"

in the City of Pekin, Tazewell County, Illinois and ask the citizens of our community to join me in supporting this effort by the YWCA of Pekin, a member of the YWCA of the U.S.A., dedicated to their communities and representing more than one million women, girls, and their families."

ADOPTED, this 14th day of October, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, in 1922, President Warren Harding proclaimed the first Fire Prevention Week as the week that includes the date of October 9, the anniversary of the Great Chicago Fire of 1871, to be National Fire Prevention Week; and

WHEREAS, according to the United States Fire Administration, most fire deaths occur during the winter months, December through February, as a direct result of poorly installed, maintained or misused portable heating equipment; and

WHEREAS, The Pekin Fire Department acknowledge Fire Prevention Month as the beginning of their fire prevention, education, and safety campaign which will last through the year; and

NOW, THEREFORE, BE IT RESOLVED that I, R. DAVID TEBBEN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim October, 2008, as

"NATIONAL FIRE PREVENTION MONTH"

ADOPTED, this 14th day of October, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Angel Gibson
331 Fulton Street Suite 1103B
Peoria, Illinois 61602

September 22, 2008

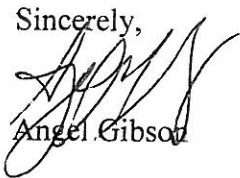
City of Pekin Inspection and Zoning
Attn: Ronald Knautz, Chairman of the Planning Commission
111 South Capitol Street
Pekin, Illinois 61554

Dear Ron:

It is with deep regret that I must resign from the City of Pekin Planning Commission. Due to an employment change, I have moved to the City of Peoria and will no longer be eligible to serve on the Pekin Planning Commission.

I have enjoyed my short time on the Commission and hope to return to Pekin in the future.

Sincerely,



Angel Gibson

RESOLUTION NO. 57-08/09

October 14 2008

PEKIN, ILLINOIS,

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Scott Plotner to the Pekin Planning Commission to fill the
unexpired term of Angel Gibson until May 15, 2011 is hereby approved.

909 Illinois Street

Pekin, IL 61554

(309) 353-3881



SIGNED BY

MAYOR.



Illinois Department of Transportation

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

October 3, 2008

City MFT
City of Pekin
Audit Number 65 (1999-1999)

RECEIVED

OCT -6 2008

CITY CLERK

Ms. Sue E. McMillan
City Clerk
111 South Capitol Street
Pekin, Illinois 61554

Dear Ms. McMillan:

Enclosed is a copy of Audit Report Number 65 covering the receipt and disbursement of Motor Fuel Tax Funds by the city of Pekin for the period beginning January 1, 1999 and ending December 31, 1999.

This report should be presented to the City Council at the first regular meeting after receipt of this letter, and then filed as a permanent record in your office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Crowe', with a large loop at the start and a long horizontal stroke at the end.

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

JLS\sds

\\d4ntfs2\users\segreed\winword\auditor\trs\pekinno65_1999_1999.doc

Enclosure

cc: District Four Auditor
File



Illinois Department of Transportation

Auditors' Certificate

City

Village

County

PeKin

Audit Report Number

65

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of MTF funds of the City of PeKin for the period beginning Jan 1 19 99 and ending Dec 31 19 99 and that the entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the City Clerk City Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the Board Board maintained by the Clerk Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.

Ally B. Kohn
Auditor

REVIEWED AND APPROVED BY

Date March 16, 2001

District Local Roads and Streets Engineer

ILLINOIS DEPARTMENT
OF TRANSPORTATION

AUDITOR'S COMMENTS

City Pekin
Village
County

Audit Report No. 65

Audit Period 1-1-99 through 12-31-99

Purpose of Audit: To determine the status of the agency's MFT Fund as of 12-31-99.
This audit was performed on a selective sampling basis.

The following overdrafts should be adjusted:

Section #	Section Type	Amount	Comments
93-00147-00-RS	Contract Construction	\$17,635.67	
93-00150-00-TL	Contract Construction	\$72,268.96	Nothing has been authorized.
96-00158-00-SP	Contract Construction	\$72,268.96	Nothing has been authorized.
87-00139-00-SP	Day Labor Construction	\$508.58	
94-00153-00-PV	Engineering	\$36,576.00	Net of 2000 authorization
75-00107-02-ES	Engineering Investigation	\$7,081.80	
75-00107-04-ES	Engineering Investigation	\$7,411.23	
75-00107-05-ES	Engineering Investigation	\$7,640.91	
88-00000-00-GM	Maintenance	\$567.50	Overdrawn since 1992
	TOTAL	\$221,965.61	

BLR 9002 (Rev.2-98)

Signed

ILLINOIS DEPARTMENT
OF TRANSPORTATION

AUDITOR'S COMMENTS

City Pekin
Village
County

Audit Report No. 65

Audit Period 1-1-99 through 12-31-99

Purpose of Audit: To determine the status of the agency's MFT Fund as of 12-31-99.
This audit was performed on a selective sampling basis.

The following overdrafts should be adjusted:

Section #	Section Type	CAT#	Amount	Comments
93-00147-00-RS	Contract Construction		\$17,635.67	
93-00150-00-TL	Contract Construction	030023-01	\$72,268.96	Nothing has been authorized.
96-00158-00-SP	Contract Construction	OPEN	\$72,268.96	Nothing has been authorized. NEED 7201
87-00139-00-SP	Day Labor Construction	030630-00	\$508.58	
94-00153-00-PV	Engineering	OPEN 031028-00	\$36,576.00	Net of 2000 authorization - NEED 7201
75-00107-02-ES	Engineering Investigation	OPEN	\$7,081.80	
75-00107-04-ES	Engineering Investigation	NO SECTION?	\$7,411.23	
75-00107-05-ES	Engineering Investigation	OPEN	\$7,646.91	
88-00000-00-GM	Maintenance	030023	\$567.50	Overdrawn since 1992
	TOTAL		\$221,965.61	

Signed

BLR 9002 (Rev.2-98)

City Pekin

Audit Report No. 65

Village
County

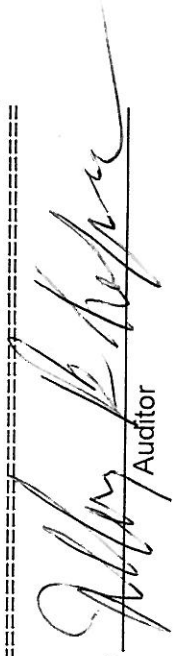
Date 16-Mar-2001

Audit Period 1-1-99 through 12-31-99

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	481,827.68	434,833.28	916,660.96	
Allotments & Cert.	797,624.74		797,624.74	
Total MFT Funds	1,279,452.42	434,833.28	1,714,285.70	
Approved Authorizations	(883,199.82)	883,199.82	XXXXXXX	
Other Receipts	43,819.24	105.00	43,924.24	
Total	440,071.84	1,318,138.10	1,758,209.94	
Disbursements	0.00	765,713.44	765,713.44	
Surplus	0.00	0.00	XXXXXXX	
Unexpended Balance	440,071.84	552,424.66	992,496.50	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 1999			10,000.00	
Deduct Outstanding Warrants				
Add Outstanding Investments			982,496.50	
Additions				
Subtractions				
Net Balance in Account Dec. 31, 1999			992,496.50	
Unobligated Other Receipts are Earned Interest.				

Unobligated Other Receipts are Earned Interest.

Certified Correct


Auditor

ILLINOIS DEPARTMENT
OF TRANSPORTATION

INVESTMENT SCHEDULE
MOTOR FUEL TAX FUNDS

Audit Report No. 65

CITY Pekin

VILLAGE
COUNTY

Audit Period 1-1-99 through 12-31-99

Date of Purchase	Date Matured or Redeemed	Purchase Cost	Value at Maturity or Redemption	Interest Earned	Outstanding Dec. 31	Type of Investment
Various	Various	FOOTNOTE (A) 258,843.70	Various	25,649.79	301,623.53	IL Funds #7139119734
Various	Various	FOOTNOTE (A) 34,637.48	Various	2,350.13	52,280.92	NOW #0-034-3382 (C)
Various	Various	FOOTNOTE (A) 613,179.78 FOOTNOTE (B)	Various	FOOTNOTE (D) 15,820.22 (0.90)	628,592.05	Treasury Bills Bank Service Charge of April 5, 1999
				43,819.24	982,496.50	

REMARKS:

- (A) Value as of 1/1/99
 - (B) Calculated T-Bill value, based on the City's computerized records
 - (C) From Herget Bank Bank Certification
 - (D) This T-Bill interest was added to the principal of the new T-Bill Feb. 4, 1999.
- Note: the checking account contributed \$407.95 on March 8, 1999.



Illinois Department of Transportation

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

September 19, 2008

City MFT
City of Pekin
Audit Number 66 (2000-2000)

RECEIVED

SEP 22 2008

CITY CLERK

Ms. Sue E. McMillan
City Clerk
111 South Capitol Street
Pekin, Illinois 61554

Dear Ms. McMillan:

Enclosed is a copy of Audit Report Number 66 covering the receipt and disbursement of Motor Fuel Tax Funds by the city of Pekin for the period beginning January 1, 2000 and ending December 31, 2000.

This report should be presented to the City Council at the first regular meeting after receipt of this letter, and then filed as a permanent record in your office.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Joe Crowe', with a large initial 'J' and a stylized 'C'.

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

JLS\sds

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Enclosure

cc: District Four Auditor
File



Illinois Department of Transportation

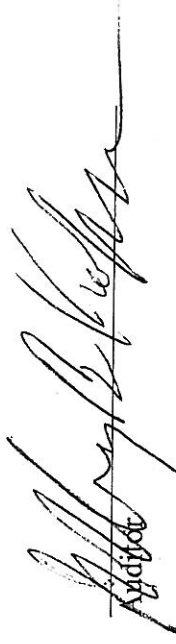
AUDITOR'S CERTIFICATE

City: Pekin

Audit Report Number: 66

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of Motor Fuel Tax funds of the City of Pekin for the period beginning January 1, 2000, and ending December 31, 2000, and that the entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the City Clerk and City Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the --- Board maintained by the --- Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.


Auditor

REVIEWED AND APPROVED BY


District Local Roads & Streets Engineer

Date: December 19, 2002

BLR 9001 (11-99)

ILLINOIS DEPARTMENT
OF TRANSPORTATION

AUDITOR'S COMMENTS

City Pekin
Village
County

Audit Report No. 66

Audit Period Jan. 1, 2000, through Dec. 31, 2000

Purpose of Audit: To determine the status of the agency's MFT Fund as of 12-31-00.

This audit was performed on a selective sampling basis.

Checks #45202 (Feb. 4) & #43678 (Apr. 30) were both to Farmdale Sand & Gravel in the amount of \$262.00.

The City hasn't supplied 2 invoices, each for \$262.00.

The Department will decide how to proceed.

The following overdrafts should be adjusted:

Section #	Section Type	Amount	Comments
93-00147-00-RS	Contract Construction	\$17,635.67	
93-00150-00-TL	Contract Construction	\$72,268.96	Nothing has been authorized.
94-00153-00-PV	Engineering	\$60,501.50	
96-00158-00-SP	Engineering	\$34,173.90	
99-00161-00-TL	Engineering	\$11,800.00	Nothing has been authorized.
99-00161-01-EG	Engineering	\$85,370.24	Nothing has been authorized.
75-00107-02-ES	Engineering Investigation	\$7,081.88	
88-00000-00-GM	Maintenance	\$567.50	
97-00000-00-GM	Maintenance	\$92,778.39	
99-00000-00-GM	Maintenance	\$111,474.82	
	TOTAL	\$493,652.86	

There was a breakdown in communications between the City & the Department.
Inappropriate payments were made to CILCO from MFT.
The matter was rectified in 2001.

City Pekin

Audit Report No. 66

Village
County

Date December 19, 2002

Audit Period Jan. 1, 2000, through Dec. 31, 2000

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	440,071.84	552,424.66	992,496.50	
Allotments & Cert.	988,602.17		988,602.17	
Total MFT Funds	1,428,674.01	552,424.66	1,981,098.67	
Approved Authorizations	(636,603.39)	636,603.39	XXXXXXXXXXXXXX	
Other Receipts	114,567.59	5,287.74	119,855.33	
Total	906,638.21	1,194,315.79	2,100,954.00	
Disbursements	0.00	1,062,657.63	1,062,657.63	
Surplus	274,082.89	(274,082.89)	XXXXXXXXXXXXXX	
Unexpended Balance	1,180,721.10	(142,424.73)	1,038,296.37	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2000			10,000.00	
Deduct Outstanding Warrants				
Add Outstanding Investments			1,006,698.87	
Addition: Deposit in Transit dated 12/31/2000			21,597.50	
Subtractions				
Net Balance in Account Dec. 31, 2000			1,038,296.37	

Earned Interest..... 97,461.66
 Deposit in error into IL Funds..... 17,105.93
 TOTAL 114,567.59

BLR 9003 (Rev. 11/99) IL 494-0654

Certified Correct

Auditor



INVESTMENT SCHEDULE
MOTOR FUEL TAX FUNDSCITY
Pekin

VILLAGE _____
COUNTY _____

Date of Purchase	Date Matured or Redeemed	Purchase Cost	Value at Maturity or Redemption	Interest Earned	Outstanding Dec. 31	Type of Investment
Various	Various	FOOTNOTE (A) 301,623.53	Various	23,051.14	344,206.15	IL Funds #7139119734
Various	Various	FOOTNOTE (A) 52,280.92	Various	807.57	3,811.51	NOW #0-034-3382 (C)
Various	Various	FOOTNOTE (A) 628,592.05	Various	73,602.95 FOOTNOTE (E)	658,681.21 FOOTNOTE (D)	Treasury Notes (B)
				97,461.66	1,006,698.87	

REMARKS:	
(A) Value as of 1/1/2000	
(B) Calculated T-Note Par value, based on the bank records:	
Starting value (as of 1/1/2000)	628,592.05
Interest added to face of T-Note	30,407.95
T-Note Premium	(1,222.50)
Purchase of accrued interest	(5,458.71)
Cash placed in Checking account (2/16/00)	(318.79)
TOTAL: Par balance in T-Note	652,000.00
(C) From Herget Bank Bank Certification	
(D) The final value of the T-Note is the par value + the premium + the accrued interest; this agrees with bank records.	
(F) From City records	

ILLINOIS DEPARTMENT
OF TRANSPORTATION

CITY Pekin
VILLAGE
COUNTY

SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS
BY SECTIONS AND CATEGORIES

Audit Period Jan. 1, 2000, through Dec. 31, 2000 Audit Report No. 66

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
Maint. Engr.	0.00				0.00			0.00	0.00	0.00
89-00000-00-GM	0.00				0.00			0.00	0.00	0.00
90-00000-00-GM	5,000.00				5,000.00		FOOTNOTE (C)	5,000.00	41,209.56	41,209.56
91-00000-00-GM	1,255.86				1,255.86		FOOTNOTE (C)	1,255.86	42,904.14	42,904.14
92-00000-00-GM	0.00				0.00			0.00	26,838.38	26,838.38
92-00000-01-GM	22,148.15				22,148.15		22,148.15	0.00	26,551.85	26,551.85
93-00000-00-GM	0.00				0.00			0.00	0.00	0.00
94-00000-00-GM	13,916.20				13,916.20		13,916.20	0.00	21,083.80	21,083.80
95-00000-00-GM	6,961.93	100.00			7,061.93		6,961.93	100.00	15,138.07	15,138.07
96-00000-00-GM	14,128.15				14,128.15		14,128.15	0.00	7,871.85	7,871.85
97-00000-00-GM	25,497.82				25,497.82			25,497.82	3,148.41	3,148.41
	0.00				0.00			0.00	6,362.87	6,362.87
	0.00				0.00			0.00	0.00	0.00
XXXXXXX	552,524.66	636,603.39	0.00	5,287.74	1,194,415.79	1,082,657.63	274,082.89	(142,324.73)	8,461,015.09	9,523,672.72

REMARKS The footnotes will appear on a separate page.

LEGAL NOTICE ON HEARING TO VACATE PROPERTY

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing on Tuesday, October 14, 2008, at 5:30 o'clock p.m. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the vacation of that part of Right-of-Way legally described as follows:

Front Street from the Northerly Right-Of-Way of St. Mary Street to the Northerly Right-Of-Way of Cynthiana Street and St. Mary Street from the Easterly Right-Of-Way of Front Street east 50 feet;

lying west of Blocks 2, 3 and 4 of the Original Town, City of Pekin, Tazewell County.

Commonly known as Front Street between St. Mary Street and Cynthiana Street and the westerly 50 feet of St. Mary Street.

All interested parties are invited to attend the Council meeting and any interested persons will be given an opportunity to be heard.

By Order of the Corporate Authorities of the City of the Pekin, Illinois.

Sue E. McMillan
City Clerk

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois, September 27 20 08

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published _____ times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 27 day of September 20 08 in the City of Pekin, Tazewell County, State of Illinois that publication of said notice was made in said newspaper as follows

the first on the 27 day of September 20 08
the second on the _____ day of _____ 20 _____
the third on the _____ day of _____ 20 _____
the fourth on the _____ day of _____ 20 _____

I further certify that the face of the type in which each publication of the said notice was made was the same as the body type used in the classified advertising in the issue of the said newspaper in which such publication was made

I further certify that said newspaper is a newspaper as defined in 'An Act' to revise the law in relation to notices' as amended by Act approved July 17, 1959, Ill. Revised Statutes, Chap. 100, Para. 1-10.

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 44.63
Posters, Slips \$ 5.00
Total \$ 49.63

By Jeri Mont

vacating Ordinance front Street

112718

LEGAL NOTICE HEARING TO VACATE PROPERTY

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing on Tuesday, October 14, 2008, at 5:30 o'clock p.m. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the vacation of that part of Right-of-Way legally described as follows: Front Street from the Northerly Right-of-Way of St. Mary Street to the Northerly Right-of-Way of Cynthia Street and St. Mary Street from the Easterly Right-of-Way of Front Street East 50 feet lying between Blocks 2, 3 and 4 of the Original Town, City of Pekin, Tazewell County, Commonly known as Front Street between St. Mary Street and Cynthia Street and westerly 50 feet of St. Mary Street.

All interested parties are invited to attend the Council meeting and any interested persons will be given an opportunity to be heard. By Order of the Corporate Authorities of the City of the Pekin, Illinois.

Sue E. McMillan
City Clerk
112718

09/27



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Clerk

From: Dennis Kief (9/29/08)

AGENDA ITEM: Vacation of a portion of Front Street Right-Of-Way

AGENDA DATE REQUESTED: October 14, 2008

ACTION REQUESTED: Approve Ordinance Vacating the Public Right-Of Way of Front Street between St. Mary and Cynthiana Streets as well as the westerly portion of St. Mary Street Right-Of-Way.

BACKGROUND: The City of Pekin owns the properties east and west of Front Street between St. Mary and Cynthiana Streets. By vacating the recommended portion of Front Street, this becomes a part of the overall City owned property. However, at this time the City has no plans to physically remove Front Street in this area.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED:

IMACT IF DENIED: N/A

ALTERNATIVES: Vacate the street at a later date

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

SIGNATURES

Department Director

Dennis Kief 9/29/08
Date

Finance Department

Angela Evans 9.29.08
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

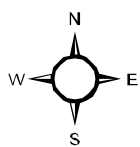
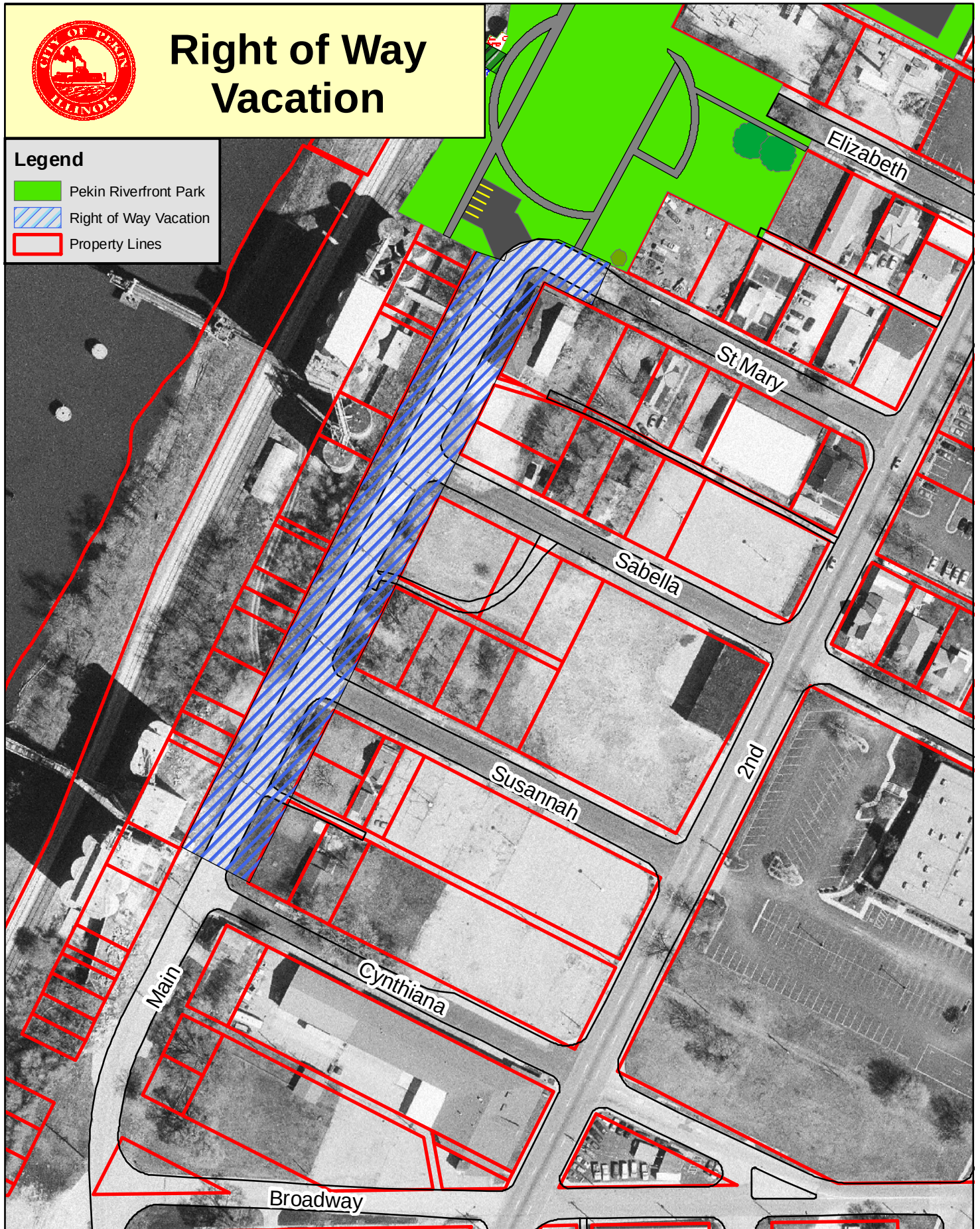
Dennis Kief 9/29/08
Date



Right of Way Vacation

Legend

-  Pekin Riverfront Park
-  Right of Way Vacation
-  Property Lines



0 50 100 200 300 400 500 Feet

ORDINANCE NO. 2567-08/09

**AN ORDINANCE TO VACATE ALL OF THAT PART OF FRONT STREET LYING
BETWEEN ST. MARY STREET AND CYNTHIANA STREET
IN THE CITY OF PEKIN, ILLINOIS**

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

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

WHEREAS, there is a certain portion of Front Street lying between St. Mary Street and Cynthiana Street in the City of Pekin; and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is needed for marketing of larger parcels of the Riverfront Development and that the public interest will be subserved by vacating said portion of Front Street lying between St. Mary Street and Cynthiana Street; and

WHEREAS, after due notice was given in the Pekin Daily Times on September 27, 2008, a public hearing was held at the City Council Chambers, 111 South Capitol Street, Pekin, Tazewell County, Illinois on October 14, 2008, for the purpose of hearing comments on the vacation of said portion of Front Street lying between St. Mary Street and Cynthiana Street; and

WHEREAS, no persons objected to the vacation of said portion of Front Street lying between St. Mary Street and Cynthiana Street;

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

SECTION I. That the public interest will be subserved by vacating all of that portion of Front Street lying between St. Mary Street and Cynthiana Street, in the City of Pekin, Tazewell County, Illinois, being legally described as follows:

Front Street from the Northerly Right-of-Way of St. Mary Street to the Northerly Right-of-Way of Cynthiana Street and St. Mary Street from the Easterly Right-of-Way of Front Street East 50 feet lying between Blocks 2, 3 and 4 of the Original Town, City of Pekin, Tazewell County.

Commonly know as Front Street between St. Mary Street and Cynthiana Street and westerly 50 feet of St. Mary Street.

SECTION II. That said vacation is hereby made subject to the right of the use of said Front Street for existing public utilities, if any.

SECTION III. That upon adoption of this ordinance, the Clerk of the City of Pekin, Illinois, is hereby directed to certify and record a true and correct copy of this ordinance and plat with the Recorder of Deeds of Tazewell County, Illinois; said plat being attached hereto, marked for identification as Exhibit A and specifically made a part hereof by reference thereto.

SECTION IV. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SECTION V. That this ordinance shall be in full force and effect upon its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION BY THREE-FOURTHS (3/4THS) MAJORITY VOTE OF THE CITY COUNCIL THIS 14TH DAY OF OCTOBER 2008.

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Clerk

From: Dennis Kief (9/29/08)

AGENDA ITEM: Sewer Connection Fee Agreement for Midwest Holdings (S. 14th Street Assisted Living Facility)

AGENDA DATE REQUESTED: October 14, 2008

ACTION REQUESTED: Approve Sewer Connection Fee Agreement with Midwest Living for the Assisted Living Facility on South 14th Street.

BACKGROUND: This agreement is with Midwest Holdings, LLC as the developer of the Assisted Living Facility whose plans and permit application were discussed right at the time as the Sewer Tap-On fee was being increased. This agreement is a compromise between the old fee and the new fee totally \$42,400. The City has an existing agreement with the same developer whereas the City was participating \$45,000 for the construction Windstar Lane. As a result of those fees being approximately the same, the City will not participate in the cost of Windstar Lane and the developer will not be paying the sewer Tap-N Fee. The developer will be responsible for all other applicable fees.

FINANCIAL IMPACT: Inasmuch as there is no sewer permit fee being received and no payment made on the street, the City's General Fund will transfer \$42,400 to the Sewer fund to offset the General Fund Savings and the Sewer Fund loss of revenue.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: N/A

IMACT IF DENIED: N/A

ALTERNATIVES: Argue with the developer on the justified charges

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

SIGNATURES

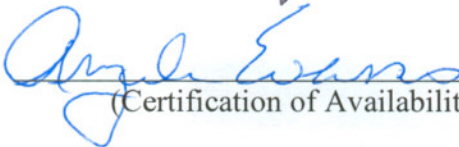
Department Director



9/29/08

Date

Finance Department



(Certification of Availability of Funds)

9-29-08

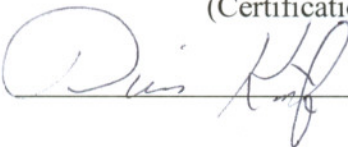
Date

Corporation Counsel

(Certification of Review)

Date

City Manager



9/29/08

Date

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is dated as of October 14, 2008, by and between the **City of Pekin, Illinois**, an Illinois home-rule municipal corporation (the "City"); and **Midwest Holdings, LLC**, an Illinois limited liability company ("Developer").

RECITALS

(A) The City is a home-rule unit as defined in Section 6 of Article VII of the Illinois constitution of 1970;

(B) Midwest Holdings, LLC is the owner of Lot 1 of Sunset Hills Extension 25 located in part of Section A, Township 25 North, Range 5 West of the Third Principal Meridian, situated in the City of Pekin, County of Tazewell and State of Illinois.

PIN: 10-10-14-206-046

(C) Developer wishes to develop on said Lot a sixty-one (61) unit, fifty-four thousand (54,000) square foot assisted living facility ("Project").

(D) The parties acknowledge and agree that the assisted living facility will be essentially residential in character and must be subject to the sanitary sewer connection fees, pursuant to Section 4-4B-4 of the City Code.

NOW, THEREFORE, in further consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the parties contained in this Agreement, and for other good and acknowledged, the parties agree as follows:

ARTICLE I REPRESENTATIONS OF DEVELOPER

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

1.1 Organization and Authorization. Developer is a limited liability company organized and existing under the laws of the State of Illinois, and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

1.2 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of Developer to proceed with the construction and development of the Project on the Lot.

ARTICLE II REPRESENTATIONS OF CITY

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

2.1 Organization and Authorization. City is a home rule municipal corporation organized and existing under the laws of the State of Illinois, and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

2.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which City is now a party or by which City is bound.

2.3 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of City to perform this Agreement.

ARTICLE III FEES, INCLUDING WATER AND SEWER CONNECTION

3.1 It is agreed that Developer will pay to City any and all costs, expenses and fees, as and when customarily charged by City pursuant to duly enacted ordinances for user charges and deposits for building permits, curb cuts and all other fees and charges customarily charged by City pursuant to duly enacted ordinances as they may exist and as they may be changed (increased or decreased) from time to time hereafter, including but not limited to sewer connection fees, provided for in Section 4-4B-4 of the City's Code of Ordinances.

3.2 City agrees that the sewer connection fee for this project shall be \$24,000 for the first fifteen (15) units and \$18,400 for the remaining forty-six (46) units for a total of \$42,400, except that the sewer connection fees for the 61 units of this project are as set forth in paragraph 3.3, following.

3.3 The City and the Developer previously entered into an agreement, dated October 23, 2006, wherein the City agreed to pay the Developer \$45,000.00 for the City's share of Windstar Lane.

That obligation of the City, under the October 23, 2006 agreement, is hereby satisfied, and sewer connection fee, above, at \$42,400.00 is also satisfied by virtue of this agreement, and the offsetting of the two financial obligations. No further amounts are due from the City, with respect to its' share of Windstar Lane, nor from the developer, with respect to its obligations under paragraph 3.2 above.

ARTICLE IV REMEDIES

4.1 Remedies. The failure of any party to perform and provision of this Development Agreement required of it to be performed shall constitute a breach hereof. In the event of a breach or an alleged breach of this Development Agreement by any party, any other party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Development Agreement. The party prevailing in such enforcement proceeding shall be entitled to recover its damages from the other party.

4.2 Notice and Cure. No party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to paragraph 4.1 of this Article IV without first providing written notice to the breaching party of the breach or alleged breach allowing a period of thirty (30) days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said thirty (30) day period, notwithstanding diligent and continuous effort by the party receiving notice with said party having promptly commenced to cure the violation or failure and having thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity. Absent such extension, the continuation of any such default for thirty (30) days following written notice by the non-defaulting party specifying such default to the defaulting party shall permit the non-defaulting party, at its sole discretion, (1) to enforce or compel the performance of this Development Agreement by such defaulting party by suitable action or other proceeding brought in law or equity, or (2) to avail itself of all other remedies afforded by law or equity.

4.3 Indemnification. Each of the parties and their successors and assigns shall, and hereby consent to, indemnify and hold harmless, the other non-defaulting party and the agents, officers, representatives, successors and assigns of each non-defaulting party at all times from and after the date of this Agreement and in respect to any damages, insofar as such damages arise out of, are based on, or result from a breach as set forth above as well as any damages directly relating to:

4.3.1 Any misrepresentations or breach of any covenants by the indemnifying party made or contained in this Agreement or in connection therewith, or in any certificate, document or instrument delivered on behalf of such indemnifying party under or in connection with this Agreement; and

4.3.2 Any and all actions, suits, proceedings or claims demands, assessments and/or judgment by or awarded to a third person not a party to this Agreement incident to or as a result of any action undertaken by such indemnifying party concerning the matters or transactions contemplated by or provided for under the terms of this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Authorized Representatives. Whenever under the provisions of this Agreement and other related documents and instruments any supplement agreement, request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request may be given for the City, unless expressly herein reserved to the City Council, by an Authorized Representative and for the Developer by an Authorized Representative, and any person shall be authorized to act on any such agreement, request demand, approval, notice or consent or other action and neither party hereto shall have any complaint against the other as a result of any such action taken. Each party shall designate and replace its Authorized Representative by notifying the other party in a written communication complying with the notice provisions hereof. Notwithstanding the foregoing, no action or approval may be made by the Authorized Representative of the City with respect to any matters that by law are reserved to the City Council of the City.

The City's initial authorized representative is Dennis Kief, City Manager, 111 S. Capitol Street, Pekin, Illinois 61554.

5.2 Entire Agreement. The terms and conditions set forth in this Agreement supersede all prior oral and written understandings and constitute the entire agreement between City and Developer.

5.3 Binding Upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective successors and assigns or other successors in interest.

5.4 Title of Paragraphs. Title of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.

5.5 Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

5.6 Amendments. This Agreement may be amended only upon the written agreement of City and Developer.

5.7 No Waiver. No party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

5.8 Governing Law and Forum. This Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Agreement must be commenced and maintained in Tazewell County, Illinois.

5.9 Legal Fees. In the event of litigation between the parties with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

5.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed and original, all of which shall constitute one document.

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

CITY:

City of Pekin

By: _____
Its Mayor

Attest:

Its City Clerk

DEVELOPER:

Midwest Holdings, LLC

By: _____
Its Member



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Transfer of Property

AGENDA DATE REQUESTED: October ¹⁴~~13~~, 2008

ACTION REQUESTED: Approve transfer of property

BACKGROUND: During the land acquisition process for the Broadway Widening Project, Mr. & Mrs. Bussone agreed to give the property needed for right of way in exchange for property that was already right of way. In working with the County, it was possible to accommodate this request. The County has deeded the property to the City and we now need to deed it to the Bussones.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Finalize ROW acquisition commitment

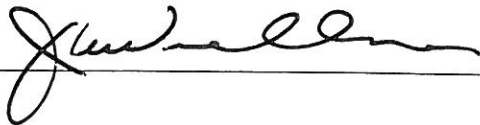
IMPACT IF DENIED: not sure, could be legal problem

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director



9/12/08

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

Ray Smith _____
Carroll Smith _____
Goyce Antonine _____
Gerry Vanderheylt _____

RESOLUTION

WHEREAS, the Tazewell County Highway Department wishes to convey a 0.031 acre parcel of road right-of-way on Broadway Road (C.H. 19) to the City of Pekin; and

WHEREAS, said 0.031 acre parcel is located adjacent to and directly south of the south line of Lot 24 of Country Club Estates Subdivision No. 2 as recorded in Plat Book "O", Page 12 in the Tazewell County Recorder's Office; and

WHEREAS, said conveyance is integral to the land acquisition process associated with the joint Tazewell County/City of Pekin improvement of Broadway Road under section 04-00057-06-WR.

THEREFORE BE IT RESOLVED, that the Tazewell County Board would approve said recommendation of the Transportation Committee;

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Transportation Committee Chairman, County Engineer, and the City of Pekin of this action.

PASSED THIS 18th DAY OF AUGUST, 2008

ATTEST:

Christee A. Webb
County Clerk

James E. Ansinger
County Board Chairman

Owner COUNTY OF TAZEWELL
Route FAU 6761 (CH 19)
Section 04-00057-06-WR
County TAZEWELL
Project No. M-5093 (109)
Job No. C-94-068-04
Parcel No.
P.I.N. No. Pt. of 05-05-31-408-004
Sta.
Sta.

RECORDER'S USE

QUITCLAIM DEED

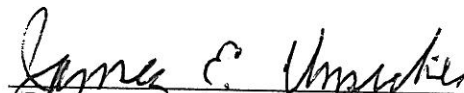
THE GRANTOR, Tazewell County, Illinois, a body politic and corporate, created and existing under and by virtue of the laws of the State of Illinois, pursuant to authority given by the Tazewell County Board, for and in consideration of ONE Dollars (\$1.00), in hand paid, CONVEYS and QUITCLAIMS all the then existing legal or equitable rights of the GRANTOR in the premises described herein, and shall extend to any after acquired title of the described premises, unto the City of Pekin, Illinois, an Illinois Municipal Corporation, Grantee, the following described real estate, to-wit:

See Attached Legal Description

situated in the County of Tazewell, State of Illinois.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Chairman, and attested by its Secretary this 27th day of August, 2008.

Tazewell County, Illinois


By: James Unsicker, Chairman

IMPRESS
CORPORATE SEAL
HERE

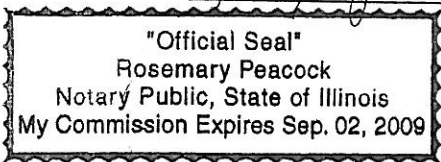
ATTEST:

Christie A Webb
County Clerk , Secretary

State of Illinois)
County of Tazewell) ss.

The foregoing instrument was acknowledged before me this 27th day of August, 2008 by James S. Waples, Chairman of the County Board of Tazewell County, Illinois, who affixed the seal of said corporation, all on behalf of said corporation.

Signed before me on August 29, 2008



Rosemary Peacock
Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

13 August 2008
Date

Daniel L. Parr
Buyer, Seller, or Representative

Send subsequent tax bills to:

City of Pekin
111 South Capitol Street
Pekin, IL 61554

This instrument was prepared by and return to:

Tazewell County Highway Department
Daniel L. Parr P.E./P.L.S.
21308 Illinois Route 9
Tremont, IL 61568
(309) 925-5532
dlparr1@verizon.net

LEGAL DESCRIPTION

Right of Way to be Granted to
City of Pekin from Tazewell County

A tract of land being part of Southeast Quarter of Section 31, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the southeast corner of Lot 24 of COUNTRY CLUB ESTATES SUBDIVISION No. 2, recorded in Plat Book O, Page 12 at the Tazewell County Recorder's Office and running thence North 64 degrees 00 minutes 48 seconds West, (assumed bearing for the purpose of description only) along the southerly line of said Lot 24 also being the northerly right of way line of Broadway Road (F.A.U. Route 6761), a distance of 111.81 feet to the southerly corner of said Lot 24 being the point of beginning for the tract herein described; thence South 00 degrees 36 minutes 22 seconds East, a distance of 37.24 feet to a point; thence South 86 degrees 41 minutes 42 seconds West, a distance of 52.28 feet; thence North 13 degrees 35 minutes 29 seconds West, a distance of 12.53 feet to the southwest corner said Lot 24; thence North 62 degrees 51 minutes 36 seconds East, on and along said southerly line of Lot 24 a distance of 61.52 feet to the Point of Beginning, containing 1347 feet, more or less, or 0.0309 acres, more or less, of which 0.0309 acres is in existing public road right of way.

Said real estate further being shown by the plat hereto attached and made a part hereof.



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Amend Engineering Agreement with STS for Parkway Drainage Project

AGENDA DATE REQUESTED: October 14, 2008

ACTION REQUESTED: Approve amendment to engineering agreement with STS

BACKGROUND: Two years ago, STS was contracted to study the drainage area that fed the Parkway-Knollwood area to see what improvements were necessary to reduce the flooding during heavy rains. This study resulted in a design that would collect water ahead of this area and redirect it to the ditch that runs along Willow. The first change was needed when obtaining an easement was not possible. This change is the result of changed conditions from the time of the design and actual construction. The alignment had to be shifted to avoid the play area of the First Assembly of God Church that required survey support and modifications to the drawings. There is also time allotted for field supervision as there are several utilities that may require further changes.

FINANCIAL IMPACT: \$9,400 from the Stormwater Budget

NEIGHBORHOOD CONCERNS: None as this will alleviate the flooding in the area

IMPACT IF APPROVED: Allows engineering support for project as needed

IMPACT IF DENIED: Could cause delays waiting on engineering support when needed

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph Whelan 9/29/08
Date

Finance Department

Angela Evans 9-29-08
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

STS

111 NE Jefferson Avenue, Peoria, Illinois 61602-1227
T (309) 676-8464; F 309-676-5445 www.sts.aecom.com

Change Order Form

Change Order No. 02
for the Parkway Drainage Improvements Project
STS Project No. 200607098

RETURN TO:

STS
111 NE Jefferson Avenue
Peoria, IL 61602
Attention: Karen S. Dvorsky

Date: September 26, 2008

SUMMARY:

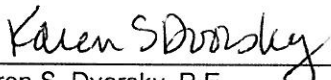
Original Contract Amount:	\$14,500
Total Previous Change Orders:	\$ 7,700
Amount this Change Order:	<u>\$ 9,400</u>
Revised Contract Amount	<u>\$31,600</u>

CHANGE ORDER #	DESCRIPTION	AMOUNT
02	Provide engineering services related to design revisions, field changes and construction observation.	\$ 9,400

STS

CITY OF PEKIN

By:


Karen S. Dvorsky, P.E.

By: _____

Title: Senior Project Engineer

Title: _____

Date: September 26, 2008

Date: _____

STS

By:


David L. Horton, P.E.

Title: Regional Vice PresidentDate: September 26, 2008

STS

111 NE Jefferson Avenue, Peoria, IL 61602-1227
T 309.676.8464 F 309.676.5445 www.sts.aecom.com

September 29, 2008

Mr. Joe Wuellner
Public Works Director
City of Pekin
111 South Capitol Street
Pekin, IL 61554

RE: **Change Order 02**
Parkway Drainage Improvements - 200607098

Dear Joe:

Enclosed is our Change Order 02 for services referenced above. Please review and execute this Change Order and return one copy to my attention.

If you should have any questions regarding this agreement, please do not hesitate to call me at 309-495-6562

Sincerely,



Karen S. Dvorsky, P.E.
Senior Project Engineer

KSD:tlc

Enclosures



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

AGENDA ITEM: Farm Contract with farmer, Mike Hoeft for the 2008-09 Farming Season

AGENDA DATE REQUESTED: October 14, 2008

ACTION REQUESTED: Request to enter into a contract for farming acres located at S. 5th Street and Koch Street

BACKGROUND: Mr. Hoeft has previously farmed the property

FINANCIAL IMPACT: The City will receive \$12,512.00 for the farming season

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: The City of Pekin will receive \$12,512.00 for the farming season

IMPACT IF DENIED: \$12,512.00 would not received

ALTERNATIVES: Non-Applicable

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Best use of the property at this time – consistent with Effective Government

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

CASH FARM LEASE

THIS LEASE is entered into this ____ day of _____, 2008, by and between CITY OF PEKIN, an Illinois municipal corporation, and PEKIN PARK DISTRICT, TAZEWELL AND PEORIA COUNTIES, an Illinois park district, hereinafter collectively referred to as "LANDLORD", and MICHAEL HOEFFT, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following real estate located in the County of Tazewell and State of Illinois, described as follows:

TRACT I: (City of Pekin)

The Northeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM any part of said land falling within the right of way of the Illinois Central Railroad Company, AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Lot 2 in RIVERWAY BUSINESS PARK 2ND ADDITION, more particularly described as follows: A part of the Northeast Quarter of Section 10 in Township 24 North, Range 5 West of the Third Principal Meridian, being a part of the Riverway Business Park 2nd Addition, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 10; thence South 89° 44' 30" East at a distance of 133 feet; thence South 00° 02' 59" West at a distance of 5 feet to the Point of Beginning of the tract to be described; thence South 89° 44' 30" East at a distance of 2004.57 feet; thence South 00° 14' 24" East at a distance of 295.01 feet; thence South 89° 44' 30" East at a distance of 443.02 feet; thence South 00° 14' 24" East at a distance of 2190.50 feet; thence North 89° 44' 30" West at a distance of 460.02 feet; thence North 00° 14' 24" West at a distance of 1265.47 feet; thence North 89° 44' 30" West at a distance of 1993.74 feet; thence North 00° 02' 59" East at a distance of 1220.01 feet to the Point of Beginning, containing 79.00 acres, more or less, as shown on a Plat recorded in Plat Book DDD, Page 16, situated in Tazewell County, Illinois.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Lot 1 in RIVERWAY BUSINESS PARK 2ND ADDITION, more particularly described as follows: A part of the Northeast Quarter of Section 10 in Township 24

North, Range 5 West of the Third Principal Meridian, being a part of the Riverway Business Park 2nd Addition, being more particularly described as follows:

Commencing at the Northeast corner of Section 10; thence North 89° 44' 30" West at a distance of 50 feet; thence South 00° 14' 24" East at a distance of 5 feet to the Point of Beginning of the tract to be described; thence South 00° 14' 24" East at a distance of 295.01 feet; thence North 89° 44' 30" West at a distance of 443.02 feet; thence North 00° 14' 24" West at a distance of 295.01 feet; thence South 89° 44' 30" East at a distance of 443.02 feet to the Point of Beginning, containing 3.00 acres, more or less, as shown on a Plat recorded in Plat Book DDD, Page 16, situated in Tazewell County, Illinois.

PIN: 10-10-10-200-003
10-10-10-200-005

TRACT II: (Pekin Park District)

Lot 2 in RIVERWAY BUSINESS PARK 2ND ADDITION, more particularly described as follows: A part of the Northeast Quarter of Section 10 in Township 24 North, Range 5 West of the Third Principal Meridian, being a part of the Riverway Business Park 2nd Addition, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 10; thence South 89° 44' 30" East at a distance of 133 feet; thence South 00° 02' 59" West at a distance of 5 feet to the Point of Beginning of the tract to be described; thence South 89° 44' 30" East at a distance of 2004.57 feet; thence South 00° 14' 24" East at a distance of 295.01 feet; thence South 89° 44' 30" East at a distance of 443.02 feet; thence South 00° 14' 24" East at a distance of 2190.50 feet; thence North 89° 44' 30" West at a distance of 460.02 feet; thence North 00° 14' 24" West at a distance of 1265.47 feet; thence North 89° 44' 30" West at a distance of 1993.74 feet; thence North 00° 02' 59" East at a distance of 1220.01 feet to the Point of Beginning, containing 79.00 acres, more or less, as shown on a Plat recorded in Plat Book DDD, Page 16, situated in Tazewell County, Illinois.

PIN: 10-10-10-200-004

and consisting of approximately 140 irrigated tillable acres and 14.4 non-irrigated tillable acres, more or less, together with any improvements thereon, if any, upon the following terms and conditions:

1. TERM: The term of this lease shall be from March 1, 2009 to February 28, 2010, and the TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

2. RENT: The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of One Hundred Seventy (\$170.00) Dollars per tillable irrigated acre and Eighty Five (\$85.00) Dollars per tillable non-irrigated acre, or a total annual cash rent of Twenty Five Thousand Twenty Four and no/100 (\$25,024.00) Dollars on November 1, 2009, and on the 1st day of November of each year thereafter during the term of this lease or any extension thereof. Said annual cash rent shall be divided equally between the LANDLORDS as per the attached ADDENDUM TO CASH FARM LEASE, for a total of Twelve Thousand Five Hundred Twelve and no/100 Dollars (\$12,512.00) payable to each.

3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
- C. The performing and furnishing of all work and labor required for repairing and improving the premises.
- C. All seed, inoculation, disease-treatment materials and fertilizers.

4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:

- A. Activities required:
 - 1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
 - 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
 - 3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
 - 4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.

5. To haul out and spread all manure as soon as practicable on appropriate fields.
6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
 - (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD, which consent may not be unreasonably withheld.

6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES:

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of Fifty (\$50.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT'S farming operations.

F. Sale or Lease of Premises: Nothing in this agreement shall be construed to prevent the LANDLORD from selling real property, or leasing real property for non-agricultural purposes at any time during the term of this agreement, subject only to the LANDLORD'S duty to reimburse the TENANT for his investment and labor. For any such real property sold or leased, LANDLORD agrees to release TENANT from LANDLORD'S obligation under this agreement to cultivate said parcel of property.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT'S activities on or any condition of the demised premises whether or not related to an occurrence caused

or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

11. GOVERNING LAW. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes.

LANDLORD:

TENANT:

CITY OF PEKIN, an Illinois
municipal corporation

By: _____
Its: City Manager

MICHAEL HOEFFT

PEKIN PARK DISTRICT, TAZEWELL
AND PEORIA COUNTIES, an
Illinois park district,

By: _____
Its: _____



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

AGENDA ITEM: Farm Contract with farmer, Mark Berg for the 2008-09 Farming Season

AGENDA DATE REQUESTED: October 14, 2008

ACTION REQUESTED: Request to enter into a contract for farming the approximate 150 acres on South 5th Street owned by the City of Pekin for future expansion of the Riverway Business Park

BACKGROUND: Mr. Berg has previously farmed the property since the City purchased the property two years ago

FINANCIAL IMPACT: The City will receive \$24,875.25 for the farming season

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: The City of Pekin will receive \$24,875.25

IMPACT IF DENIED: \$24,875.25 would not be received

ALTERNATIVES: Non-Applicable

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Best use of the property at this time – consistent with Effective Government

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

CASH FARM LEASE

THIS LEASE is entered into this _____ day of _____, 2008, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and MARK BERG, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following real estate located in the County of Tazewell and State of Illinois, described as follows:

The Southeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM the North 50 feet of even width thereof - containing 157.65 acres, more or less.

PIN: 10-10-10-400-001

together with any improvements thereon, if any, upon the following terms and conditions:

1. TERM: The term of this lease shall be from March 1, 2009 to February 28, 2010, and the TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

2. RENT: The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of One Hundred Seventy (\$170.00) Dollars per tillable irrigated acre (135 acres) and Eighty Five (\$85.00) Dollars per tillable non-irrigated acre (22.65 acres), or a total annual cash rent of Twenty Four Thousand Eight Hundred Seventy Five and 25/100 (\$24,875.25) Dollars on November 1, 2009, and on the 1st day of November of each year thereafter during the term of this lease or any extension thereof.

3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
- C. The performing and furnishing of all work and labor required for repairing and improving the premises.
- D. All seed, inoculation, disease-treatment materials and fertilizers.

4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:

A. Activities required:

- 1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
- 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
- 3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
- 4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
- 5. To haul out and spread all manure as soon as practicable on appropriate fields.
- 6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
- 7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
- 8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- 9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.

10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
 - (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD, which consent may not be unreasonably withheld.

6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY:

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of Fifty (\$50.00) Dollars per day, or if a penalty is not specified, the statutory double rent

shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work .

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT'S farming operations.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether Or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

11. GOVERNING LAW. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD' s option, exercised after expiration of the period provided below, maybe canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes.

LANDLORD:

TENANT:

CITY OF PEKIN, an Illinois
municipal corporation

By: _____
Its: City Manager
MARK BERG



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

AGENDA ITEM: Farm Contract with farmer, Mark Weyhrich for the 2008-09 Farming Season

AGENDA DATE REQUESTED: October 14, 2008

ACTION REQUESTED: Request to enter into a contract for farming the acres located at the Riverway Business Park and acres at the Pekin Municipal Airport

BACKGROUND: Mr. Weyhrich has previously farmed the property

FINANCIAL IMPACT: The City of Pekin will receive \$6,110.00 for the farming season

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: The City of Pekin will receive \$6,110.00 for the farming season

IMPACT IF DENIED: \$6,110.00 would not be received

ALTERNATIVES: Non-Applicable

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Best use of the property at this time – consistent with Effective Government

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

FARM LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2008, by and between the **CITY OF PEKIN**, a Municipal Corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as Lessor, and **MARK WEYHRICH**, of the City of Green Valley, State of Illinois, hereinafter referred to as Lessee.

The parties to this agreement for and in consideration of the mutual covenants contained in this agreement agree with each other as follows:

SECTION ONE DEMISED PREMISES

Lessor leases to Lessee, for a period of one (1) year, beginning on the effective date stated above, 122.2 Agricultural Stabilization and Conservation Service ("ASCS") crop acres of Pekin Municipal Airport situated in the County of Tazewell, State of Illinois, described as follows:

39.1 ASCS tillable acres of uneven width North of the runway in the South Half of the North Half of Section 33, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

39.6 ASCS tillable acres of uneven width South and East of the runway in the South Half of the North Half of Section 33, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

26.5 ASCS tillable acres in the West Half of the South Half of the Northeast Quarter of Section 32, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

17.0 ASCS tillable acres of uneven width surrounding the end of the runway in the East Half of the South Half of the Northeast Quarter of Section 32, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois.

SECTION TWO

LESSEE'S OPTION TO EXTEND OR RENEW

Provided that Lessee is not in default under this lease agreement during the original term or any extension of this lease agreement, Lessee shall have the option to extend this lease agreement for one additional term of two (2) years by providing Lessor with 120 days' prior written notice. The extended term shall be on the same terms and conditions of this lease agreement except for the provisions regarding basic monthly rent. Basic rent applicable to the renewed term shall be at a rate agreed to in writing by the parties hereto. The last year in which this agreement may be renewed or extended will be in the year 2016.

SECTION THREE

RENTAL

As rental for the demised premises under this agreement, Lessee agrees to pay Lessor an annual cash rental of FIFTY (\$50.00) DOLLARS per tillable acre, for a total annual rental of SIX THOUSAND, ONE HUNDRED, and TEN and 00/100 (\$6,110.00) DOLLARS on November 1, 2009, and on the 1st day of November of each year thereafter during the term of this lease or any extension thereof.

SECTION FOUR

GOVERNMENT PROGRAMS

It is agreed between the parties that in the event lessee desires to take advantage of any crop control or soil conservation policy of the United States Government, any payments received in connection with any such government programs shall not alter Lessee's obligation under this lease agreement.

SECTION FIVE

LESSOR'S RIGHT OF ENTRY

Lessor shall have the right to enter on the demised premises at any and all reasonable times to see that the demised premises are being farmed properly and to determine that the terms and conditions of this agreement are being complied with by Lessee.

**SECTION SIX
LESSEE DUTIES**

- 1) Lessee agrees to keep up and maintain in good repair all fences on said premises and to return them in as good condition as at the commencement of the lease, natural wear and tear and unavoidable accidents excepted.
- 2) To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
- 3) To keep open ditches and tile drains or tile outlets, if any, in good repair.
- 4) To preserve established ditches and to refrain from any operation that will injure them.
- 5) To comply with rules and regulations of the Illinois Pollution Control Board.

**SECTION SEVEN
METHODS OF FARMING**

During the term of this lease agreement, Lessee shall farm the demised premises in a good husband like manner, using all reasonable effort to keep down the weeds on the demised premises.

**SECTION EIGHT
LESSEE TO FURNISH**

The Lessee agrees to furnish the property and to pay the items of expense listed below:

- 1) All the machinery, equipment, work, labor, fuel and power necessary to farm the premises properly.
- 2) All hauling to the farm and spreading, except when otherwise agreed, including material.
- 3) The performing and furnishing of all work and labor required for repairing and improving.
- 4) All seed, chemicals and fertilizers, except that portion of the ground limestone and rock phosphate which the Lessor agrees to furnish and pay for.

**SECTION NINE
WASTE**

Lessee agrees not to commit or permit to be committed any waste of the demised premises.

**SECTION TEN
FORFEITURE - COMMISSION OF WASTE**

Lessor may elect to declare this lease agreement forfeited if Lessee, or Lessee's executors, administrators, or assigns, shall do or commit, or allows to be done or committed, any willful or voluntary waste in or on the demised premises, or on any part of said premises. If forfeiture is declared, Lessor, Lessor's heirs and assigns, may enter the demised premises, or any part of the demised premises, and repossess them.

**SECTION ELEVEN
TRANSFER OR LESSEE'S INTEREST**

Lessee shall not have the right to sell or to transfer Lessee's interest in this lease agreement without first obtaining the written consent of Lessor, which consent shall not be withheld unreasonably.

**SECTION TWELVE
INDEMNIFICATION**

Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the demised premises or any condition of the demised premises in the possession or under the control of Lessee.

**SECTION THIRTEEN
INSURANCE**

Lessee shall procure and maintain during the term of this lease agreement, insurance, as follows:

- A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.
- B. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by Lessor's negligence, shall protect Lessee against the claims of Lessor on account of the obligations assumed by

Lessee in this agreement, and shall protect Lessor and Lessee against claims of third persons.

- C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to Lessor at least 30 days prior to any change or cancellation, shall be furnished to Lessor.

SECTION FOURTEEN

DEFAULT

In the event Lessee fails, refuses, or neglects to keep or to perform any of the terms and conditions of this lease agreement agreed to be kept and performed by Lessee, then and in that event Lessor, at its option, may take possession of the demised premises and, for that purpose, may use force if necessary, and on the taking of such possession, Lessor may terminate and cancel any rights that Lessee may have under this lease agreement. However, nothing contained in this agreement shall be construed as an exclusive remedy, and Lessor specifically retains any other right or remedy that it might otherwise have.

SECTION FIFTEEN

FORFEITURE - REENTRY IN EVENT OF NON-PAYMENT OF RENT

If Lessee shall default in the payment of the rent or any part of the rent reserved under this lease agreement, or in the making of any other payments provided for in this lease agreement, and if the default shall continue for 30 days, this lease agreement and the term hereby granted shall be declared forfeited by Lessor, at the option of Lessor, and Lessor may discontinue any summary proceedings to dispossess Lessee then pending and give Lessee 30 days' notice of Lessor's intention to end the term of this lease agreement.

This lease agreement and the terms hereby granted shall immediately expire as fully as if the date established in the notice was the date established in this lease agreement for the expiration of the term of this lease agreement. Lessee will then quit and surrender the demised premises to Lessor, and Lessor may immediately, or at any time thereafter, reenter the demised premises and remove all persons and property from the demised premises either by summary proceedings or by any suitable action or proceeding at law. On reentry, all rights of Lessee and of all persons occupying or claiming the demised premises under Lessee shall be wholly terminated.

SECTION SIXTEEN

LESSEE TO QUIT AND SURRENDER AT END OF TERM

Nothing in this lease agreement contained shall be construed to create a tenancy longer than the term herein specified; and,

notwithstanding anything herein contained to the contrary, Lessee shall immediately quit and surrender possession of the demised premises and any improvements on the demised premises to Lessor at the termination of this lease agreement, by expiration of the term of this lease agreement or otherwise, in as good condition as reasonable use and wear will permit, damage by the elements excepted.

Lessee shall pay as liquidated damages for the whole time that possession is not surrendered as required a sum equal to twice the amount of the rent reserved in this lease agreement, prorated and averaged per day of any withholding.

The provision of this section and the acceptance of any liquidated damages by Lessor shall not constitute a waiver by Lessor of any right of reentry as set forth in this lease agreement, nor shall any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this lease agreement or operate as an extension of this lease agreement.

SECTION SEVENTEEN

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION EIGHTEEN

GOVERNING LAW AND NATIONAL EMERGENCY

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

In the event the Federal Statutes, FAA Regulations or Code of Federal Regulations referred to herein shall be altered or amended, then the terms and conditions of this agreement will be automatically amended to conform to such changes and to bring this agreement not only in compliance with, but with no greater restrictions than are required by said Federal Statutes, FAA Regulations or Code of Federal Regulations.

During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of this lease to the Government shall be suspended.

SECTION NINETEEN

NO WAIVER

The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION TWENTY

NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TWENTY-ONE

SUBLEASE

Lessee agrees not to sublet the demised premises, or any portion of the demised premises, or to assign this lease or any portion of or interest in this lease, without the prior, express, and written consent of Lessor. It is expressly agreed that any such subletting or assignment, or assignment for the benefit of creditors of Lessee, or any sale of this lease or any interest in this lease by Lessee, whether voluntarily or involuntarily, at the sole option of Lessor, shall work a termination of this lease.

SECTION TWENTY-TWO

NO PARTNERSHIP

It is expressly agreed that this agreement is one of lease and not of partnership, and Lessor shall not be or become responsible for any debts contracted by Lessee.

SECTION TWENTY-THREE

PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION TWENTY-FOUR

LESSOR'S LIEN

Lessor expressly reserves, and is given, a lien on Lessee's interest in all crops and pasturage grown on the leased property during the term of this lease agreement; such lien shall secure:

- A. The full and prompt payment by Lessee of all rents accruing under this agreement;
- B. The performance of all other covenants of the Lessee set forth in this agreement.

SECTION TWENTY-FIVE

TERMINATION FOR BANKRUPTCY OF LESSEE

If at any time during the term of this lease agreement there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of Lessee, or if Lessee makes an assignment for the benefit of creditors, this lease agreement, at Lessor's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

SECTION TWENTY-SIX

LAND USE PLAN

The premises leased herein may be used by the Lessee solely for agricultural crop production and related purposes. The agricultural crop production shall not be in conflict with Federal, State or local restrictions, regulations and laws pertaining to land use located next to or near airports. This Lease shall be subordinate to the provisions of any existing lease, agreement or regulation between Lessor and the United States, relative to the operation or maintenance of the Airport.

SECTION TWENTY-SEVEN

FURTHER ASSURANCES

The Lessee further agrees, unless he shall first have obtained the written consent of the Lessor:

- 1) Not to erect or permit to be erected any structure or building or to incur any expenses to the Lessor for such purpose.
- 2) Not to permit, encourage, or invite other persons to use any part or all of the property for any purpose or activity not directly related to its use for agricultural production.
- 3) Not to permit the erection of any commercial advertising signs on the leased premises.
- 4) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with

the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

SECTION TWENTY-EIGHT

THOSE BOUND

This agreement shall be binding to the heirs, executors, administrators and assignees of both Lessor and Lessee in like manner as upon the original parties.

SECTION TWENTY-NINE

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Pekin, Illinois, on the date indicated below.

WITNESS

LESSEE

LESSEE

WITNESS

LESSOR

LESSOR



REQUEST FOR COUNCIL ACTION

To: City Clerk

CC:

From: Dennis Kief

AGENDA ITEM: Amendments to Hotel Motel Motor Fuel Tax Collection

AGENDA DATE REQUESTED: 10/14/08

ACTION REQUESTED: Approval of amendments to hotel motel motor fuel tax collection.

BACKGROUND: Changing collection agency to Treasurer. Also prohibiting reimbursement from the city if person or business is in arrears on tax payments due to the City.

FINANCIAL IMPACT: \$ None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: \$ Enhance collection powers.

IMPACT IF DENIED: Not applicable.

ALTERNATIVES: Not applicable.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Marginal.

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2
SECTION 5 OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING MOTOR FUEL TAX AND
CHAPTER 2 ARTICLE 3 OF THE CODE OF THE CITY OF PEKIN
1995 REGARDING HOTEL/MOTEL TAX**

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

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

WHEREAS, by Ordinance No. 2024, pursuant to that power, it has previously enacted and imposed a tax upon the use of and privilege of renting a hotel or motel room;

WHEREAS, the City Council has levied and imposed upon the purchase of each gallon of motor fuel a tax at the rate of (\$.04) per gallon; and

WHEREAS, it believes amendments to those provisions of the Code enacting those two tax issues are in the best interest of the City;

WHEREAS, the City wishes to correct some nomenclature in the ordinance with respect to a person who is responsible for collection of the taxes; and

WHEREAS, the City further more believes it is in the best interest to provide for additional enforcement penalties in the event that the tax is not paid on time.

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

1. That Section G, of Chapter 2, Article 3, Section 3-2-5, being the Section with

respect to collection of the motor fuel tax, be amended, so that any reference to “City Comptroller”, shall be replaced by “Treasurer.”

2. That Title 3, Chapter 2, Section 5 (D) shall be amended so that any reference therein to “Finance Department” shall be replaced by “Treasurer, or the City Clerk, at the Manager’s discretion.”
3. That Title 3, Chapter 2, Section 6 (F)(iii) being the provisions of the City Code requiring the transmittal of Hotel & Motel taxes to the City, be amended in the following manner, by the addition of a subsection (iii) (c): “In addition to any of the previous penalties above set forth, any person who is required under this Article to file a return and to transmit the tax proceeds, but fails to do so in a timely manner, shall be ineligible for any reimbursement of funds from the City if they were in arrears at the time the event for which reimbursement is sought occurs; or if they have been in arrears for any amount of time, on two or more occasions in the previous preceding twelve months from when application for reimbursement was made.”
4. That Title 3, Chapter 2, Section 6 (G), being the section with respect to Collection of the Hotel/Motel Tax be amended so that any reference to “Finance Director” shall be replaced by “Treasurer.”

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 1462-A283 - 08/09

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1 D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
EAST SIDE SOUTH 10TH STREET FROM OXFORD STREET TO CHARLES 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; and

WHEREAS, the Traffic Safety Committee addressed visibility safety concerns on curve South 10th Street at the October 3, 2008 meeting; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider no parking on South 10th Street from Oxford Street to Charles Street on the east side; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code NO PARKING SCHEDULE

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated September 22, 2008 in its entirety, and inserting the No Parking Schedule dated October 14, 2008 attached hereto and incorporated herein by this reference.

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.

Time	Duration	Days	On Street	At or From	To	Direction	Side	Date
								*previous
Total	Always	All days	Ann Eliza Street	11th Street	12th Street	East-West	Both	
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
Total	6:00am-6:00	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East End	East-West	Both	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hours	8am-4pm	School	Court Street (Fronta	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Cynthiana Street	Broadway	South 2nd Street	West	Both	
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	
Total	Always	All days	Hanna Drive	South 2nd Street	East end	East-West	Both	

Time	Duration	Days	On Street	At or From	To	Direction	Side	Date
Total	8:15am-8:45	School	Highwood Avenue	341' south of Melanie	456' north of Powers	North	East	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
2 hours	9am-5pm	Mon-Sat	Hillyer Street	South 6th Street	South 8th Street	East-West	Both	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Koch Street	Summer Street	100' East	West	North	
Total	Always	All days	Koch Street	South 2nd Street	South 14th Street	East	Both	
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 19th Street	East dead end of street	East-West	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	8:15am-8:45	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	McLean Street	151' West of 8th Stree	225' West of 8th Street	West	North	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg Ct	East	South	
Total	Always	All days	McLean Street	2nd Street	West End	East-West	Both	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	Meyers Court	12th Street	West End	East-West	Both	
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 18th Street	James Road	50' South of James Road	South	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	

Time	Duration	Days	On Street	At or From	To	Direction	Side	Date
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North Capitol Street	Court Street	Caroline Street	North-South	Both	
2 hours	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	Both	
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
2 Hour	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
Total	Always	All days	Park Avenue	13th Street	14th Street	East	South	09-22-08
2 hours	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
Total	Always	All days	Parkway Drive	Court Street	Northern city limit	North-South	Both	
Total	Always	All days	Parkway Drive	368' south of Sheridan	427' south of Sheridan	North	East	
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both	
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South	
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both	
Total	Always	All days	Prince Street	12th Street	14th Street	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	
Total	Always	All days	RWBP Frontage Rd	Enterprise Drive	North end	North-South	Both	

Time	Duration	Days	On Street	At or From	To	Direction	Side	Date
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	Both	
2 hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
2 hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	South 2nd Street	West	Both	
Total	Always	All days	Sheridan Road	600 ' east of Redwood	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	South 10th Street	Park Avenue	105' S	North	East	
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All days	South 14th Street	Broadway Road	Alley south	South	Both	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McLean	North	East	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Street	South	West	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	

Time	Duration	Days	On Street	At or From	To	Direction	Side	Date
15 min	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
Total	Always	All days	South 6th Street	Broadway	Washington Street	South	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Street	North	East	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
2 hours	9am-5pm	Mon-Sat	South 7th Street	Washington Street	Court Street	North-South	Both	
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
2 hours	9am-5pm	Mon-Sat	South Capitol Stree	Broadway	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South Capitol Stree	Court Street	Sabella Street	South	Both	
Total	Always	All days	South Capitol Stree	Washington Street	Broadway	North	West	
Total	7:30am-5pm	School	South Capitol Stree	Prince Street	South 80'	North	Both	
Total	Always	All days	South Capitol Stree	Washington Street	from stop signs 90' South	North	Both	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 7th Street	Haines Avenue	West	Both	
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Washington Street	200 feet west of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
2 hours	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	West	South	
Total	Always	All days	Washington Street	165' East of Buena Vis	230' East of Buena Vista	West	North	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2008.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 1462-A284 - 08/09

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS
ON ANN ELIZA STREET AT NORTH TWELFTH STREET**

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

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, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that stop signs be placed on Ann Eliza Street at North Twelfth Street, stopping traffic 3-ways at the T intersection.

WHEREAS, per recommendation of the Traffic Safety Committee at the meeting of October 3, 2008, the City Council has determined that it is in the best interests of the City to amend the City Code regarding authorized stop signs.

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following Stop Control:

Control	On Street	At or From	Direction
Stop	Ann Eliza Street	North Twelfth Street	West

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2008.

Mayor

ATTEST:

City Clerk