



City of Pekin

REGULAR COUNCIL MEETING TUESDAY, OCTOBER 12, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty L. Dunn

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 27, 2010.

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:** Traffic Safety Committee Minutes October 1, 2010, Tazewell Council Animal Control Report for September, Inspections & Zoning Department Monthly Reports July and August, and Building Reports July and August.
- 2. Proclamation:** "YWCA Week Without Violence" October 23-29, 2010
"International Alpha Delta Kappa Month" October 2010

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS
Presentation
Bob Marx President CEO Peoria Area Convention & Visitors Bureau

IX. NEW BUSINESS

- 1. Repair brick & exterior of Eastside Fire Station 3232 Court Street (GR)**
DESCRIPTION: approval of work to be performed by Summit Masonry Repair on a time and materials basis.

ACTION: Motion to approve the proposed work.

VOTE REQUIRED
- 2. Purchase Pickup Truck for Fire Department (KN)**
DESCRIPTION: Vehicle to replace 1997 truck. Reliable truck needed to deliver specialty hazmat and confined space rescue trailers to incident scenes. 1997 truck to be utilized within another department for plowing alleys in the winter.

ACTION: Motion to approve the purchase in the amount of \$23,532.10.

VOTE REQUIRED
- 3. Pekin Lake Conservation Area License No. 6299 (DK)**
DESCRIPTION: Agreement with Illinois Department of Natural Resources to enter the premises to operate, maintain a 42-inch storm sewer and outfall structure.

ACTION: Motion to approve the 5 year agreement in the amount of full-term payment of \$1,000.00.

VOTE REQUIRED
- 4. Ordinance No. 2628-10/11 – Amending Title 6, Chapter 2 of the Code of the City of Pekin 1995 Regarding Graffiti (TM)**
DESCRIPTION: addition to the public safety gives the City the ability to deal more concisely with the accumulation of more graffiti, utilize range of enforcement actions, and allows removal from private property.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
- 5. Ordinance No. 2629-10/11 – Amending Title 6, Chapter 2, Section 12 of the Code of the City of Pekin 1995 Regarding Offenses / Misdemeanors, Citations Charging Violation of Certain Ordinances and Settlement by Payment of Fines (TM)**
DESCRIPTION: addition adds Graffiti, Animal, Violations, False Alarms and “Presence on Riverfront Area” to be paid “over the counter” fines.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
- 6. City of Pekin PEDIF Guarantee Agreement to Century Railroad Builders, Inc. (LM)**
DESCRIPTION: Request for Pekin Economic Development Investment Funds to bridge for financial gap in the amount of \$17,700 to open rail track maintenance business located at 703 S. 2nd Street..

ACTION: Motion to approve

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c) (11.) Pending Litigation and (5) Acquisition of Property.

XII. ADJOURNMENT

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, SEPTEMBER 27, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BARRA, KORTKAMP, SCHMIDGALL, STRAND,
AND DUNN**

ABSENT: COUNCIL MEMBER BLANCHARD

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

Roll was called and all Council Members were present except Council Member Blanchard.

AGENDA

Motion by Council Member Kortkamp, seconded by Council Member Strand, that item #5 under New Business, Resolution No. 71-10/11 – Setting a Time and Place for a TIF Public Hearing, be removed and the **agenda be approved as amended.** On roll call vote, all present voted Aye.

Mayor Dunn announced that there would be discussion of the options available repairing the exterior of the Eastside Fire Station under New Business item #3. but more due diligence was needed before action should be taken.

MINUTES

Motion by Council Member Kortkamp, seconded by Council Member Barra, that the **minutes of the Regular City Council Meeting of September 13, 2010 be approved as written.** On roll call vote, all presented voted Aye.

PUBLIC INPUT

Gary Heriford, 1843 Fawnridge, addressed Council in regards to his disfavor in extending Petri Lane. He expressed traffic safety concerns constructing an east/west connector street through a growing residential subdivision. He requested Council consider the Park Sport Complex construction and slow down the traffic in the area.

CONSENT AGENDA

Motion by Council Member Kortkamp, seconded by Council Member Abel, that the Consent Agenda be approved as presented. The following were presented by Mayor Dunn for consideration of the Consent Agenda items by Omnibus Vote. Council Member Kortkamp read the Proclamation and the Mayor presented the document to members of Team Bolander, local stem cell awareness supporters.

1. **Receive and File Monthly Reports and Minutes:** Traffic Safety Committee Minutes September 3, 2010
2. **Proclamation:** “Stem Cell Awareness Day” Wednesday, October 6, 2010.
3. **Charitable Solicitation:** Pekin Kiwanis Club Peanut Day Friday, November 5, 2010.
4. **Resolution No. 70-10/11 –** Appointment of Murray J. Brian to the Pekin Airport Commission to fill the unexpired term of Lillard Hedden until first Monday in May 2012.
5. **Receive and File** bids for the Parkway Drive Pedestrian Signals Project.
6. **Receive and File** Petri Lane Extension project Surface Transportation Urban (STU) Funding 56.6% construction costs.

7. **Receive and File** Petition for Annexation from Rick Evans, LLC.
8. **Receive and File** the Pekin Zoning Board of Appeals Minutes dated September 8, 2010.
9. **Receive and File** the Pekin Planning Commission Minutes dated September 8, 2010.
10. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #10-1814– recommends the approval of the Site Plan as presented for a Used Car Lot located at 1201 N. 8th Street. PIN 04-04-35-131-007.
 - b. Hearing #10-1815– recommends the approval of the Special Use for a Used Car Lot located at 1201 N. 8th Street. PIN 04-04-35-131-007.
 - c. Hearing #10-1816– recommends the approval of the Site Plan for a Drive thru as presented for 8th Street Sweet Spot located at 211 N. 8th Street. PIN 04-04-35-330-001.
 - d. Hearing #10-1817– recommends the approval of the Special Use for a Drive thru for 8th Street Sweet Spot located at 211 N. 8th Street. PIN 04-04-35-330-001.
 - e. Hearing #10-1806– voted to Table and Continue the Public Hearing on October 13, 2010, the Special Use Request for a Cell Tower located at 3000 Court.

On roll call vote, all present voted Ayes,

COMMUNICATIONS, PETITIONS, REPORTS

Chamber of Commerce Executive Director Bill Fleming unveiled a proposed new **Community Logo**. He advised that the Chamber marketing committee had run a campaign “Pekin – What a Please Surprise”, an ad that had run its course. The City also no longer wanting to be “a surprise” had indicated a year earlier at the annual Community Day Event that it was time for a change to the sinking Columbia boat appearing on the City Seal. Through a joint effort of a focus group the common symbols of the Dirksen marigold, river town, and changeable wording Community, Opportunity, Home, were presented.

A Public Hearing was opened by Mayor Dunn at 5:47 p.m. pursuant to a notice required by law on September 8, 2010 for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the execution of an annexation agreement of a tract of property comprising approximately 110.09 +/- acres of land at 14th and Koch Streets. City Manager Dennis Kief advised that the agreement established a cost sharing formula for expansion of Petri Lane for a new east-west collector street running between 2nd and 14th Streets as well as coordinating with residential development in the area. The City would also receive 5 acres of property on Koch Street needed for the expanded bus program.

John McCabe, 1407 Glendale, asked if the safety concerns proposed under public comment had been addressed prior to the terms written in the annexation agreement to complete Petri Lane.

No other comments were received. Mayor Dunn closed the hearing at 5:55 p.m.

NEW BUSINESS

ORDINANCE NO. 2628-10/11 APPROVING ANNEXATION AGREEMENT

Motion by Council Member Strand, seconded by Council Member Schmidgall, that Ordinance No. 2628-10/11 be adopted. City Manager Dennis Kief spoke to the questions and concerns posed regarding the traffic safety issue of extending Petri Lane in a large residential development. He also addressed the cost differential of extending El Camino Drive as originally planned. Discussion followed with questions from Council on speed limit, sidewalks, and width of street documented in the agreement. The Manager noted Petri would remain 2 lanes and would not be a truck route. On roll call vote, all present vote Aye.

ORDINANCE NO. 2629-10/11 PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF PEKIN

Motion by Council Member Strand, seconded by Council Member Barra, that Ordinance No. 2629-10/11 be adopted. The document incorporated approximately 110.9 acres of tracts of land contiguous with the boundary of the City. On roll call vote, all present vote Aye.

Motion by Council Member Abel, that the **QUOTE FOR TUCK POINTING AND BRICK REPLACEMENT FOR EASTSIDE FIRE STATION** in a total amount for time and material not to exceed \$184,157.00 be approved, and the contract awarded to Summit Masonry and Stoneworks, Inc. No second was heard. Mayor Dunn requested the scope of the work be presented by the representatives of the company in attendance. Three recommendations were presented to the Council. Kurt Anderson of Summit Masonry spoke to each of the options, their costs, and the products that could be used. Council questioned at what point the life expectancy of the building be considered. An option with a combination of the work and or firm pricing would be presented at a later date. No action was taken.

Motion by Council Member Abel, seconded by Council Member Kortkamp, that the **AGREEMENT BETWEEN THE CITY OF PEKIN AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #524 FROM MAY 1, 2011 – APRIL 30, 2016, be approved.** City Manager Dennis Kief advised Council that the current contract did not expired until April 30, 2011 yet agreement was reached during recent negotiations. The most significant issues were wages, health insurance, and increased living to 20 mile radius. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the bid for **PEDESTRIAN CROSSING SIGNAL PROJECT be approved and the contract awarded to Oberlander in the amount of \$45,385.32.** Public Works Director Joe Wuellner reported that bids were opened and 3 electrical companies responded to the project to install mast arms and signal head for the crossing at Coal Miners Park on September 21 at 2:00 p.m. He advised the stop red activated signal should put to rest the safety concerns on Parkway Drive from/to Stadium Drive. The project cost would be equally shared with the Park District and the School District 303. Council suggested the public be informed and educated as to the requirement for a full stop. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Strand, that the recommendation of the Planning Commission to approve the **SITE PLAN FOR A USED CAR LOT AT 1201 N. 8TH STREET, be approved.** Mr. Wuellner presented the recommendations of the PPC. He advised that the used car lot business fit well at the old Clark Gas Station location and the number of vehicles recommended on the lot was worked out for the site. Council Member Schmidgall suggested providing written guidelines in the future for regulating the number of vehicles per site. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that the recommendation of the Planning Commission to approve the **SPECIAL USE FOR A USED CAR LOT AT 1201 N. 8TH STREET, be approved.** On roll call vote, all present voted Aye.

Motion by Council Member Barra, seconded by Council Member Strand, that the recommendation of the Planning Commission to approve the **SITE PLAN FOR A DRIVE THRU FOR 8TH STREET SWEET SPOT AT 211 N. 8TH STREET, be approved.** Mr. Wuellner presented the recommendation of the PPC. He advised that the site was reviewed for access of the requested drive-up, the employee parking, customer walk-up window and existing onto 8th Street. On roll call vote, all present voted Aye.

Motion by Council Member Barra, seconded by Council Member Abel, that the recommendation of the Planning Commission to approve the **SPECIAL USE FOR A DRIVE THRU FOR 8TH STREET SWEET SPOT AT 211 N. 8TH STREET, be approved.** On roll call vote, all present voted Aye.

Motion by Council Member Barra, seconded by Council Member Kortkamp, that the **PURCHASE OF A DUMP TRUCK AND SNOW PLOWING EQUIPMENT in the amount of \$117,505.00, be approved.** Mr. Wuellner requested approval to replace an 8 year old truck that was not reliable. On roll call vote, all present voted Aye.

Motion by Council Member Barra, seconded by Council Member Kortkamp, that the **AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR STREET MAINTENANCE REIMBURSEMENT of \$125,000.00, be approved.** The Manager told Council the City submitted an eligible project for funding and would receive reimbursement for the Heating and Scarifying of 2009 once all the paperwork was submitted. On roll call vote, all present voted Aye.

Motion by Council Member Barra, seconded by Council Member Abel, that the **AGREEMENT WITH TAZEVELL-MASON COUNTIES SPECIAL EDUCATION ASSOCIATION for transportation on behalf of Schramm Educational Center be approved.** Director of Transportation Greg Ranney explained the two following agreement providing for transportation and terms of \$48.00 per trip and \$113.00 for out of City trips for Schramm School. On roll call vote, all present voted Aye.

Motion by Council Member Barra, seconded by Council Member Kortkamp, that the **AGREEMENT WITH TAZEVELL-MASON COUNTIES SPECIAL EDUCATION ASSOCIATION for transportation on behalf of Rankin School be approved.** Director of Transportation Greg Ranney explained the two following agreement providing for transportation and terms of \$78.00 per trip and \$144.00 for out of City trips for Rankin School. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel advised that he had received several request concerning increasing the maximum speed on Broadway Road. He wanted the public to know that the matter was presented to the Traffic Safety Committee at the September meeting. The members were not supported of making the recommendation to the Council to change the speed.

Mayor Dunn advised that several Council Members and Department Heads attended the Illinois Municipal League Conference on Thursday Friday and Saturday. Much information was taken away form those sessions that would be used for the City's benefit.

Public Works Director Joe Wuellner informed Council and the Public that maintenance work would start on the 14th at Broadway intersection the following week. The Street Department had swept the streets of the rock and chips following the annual seal coat process for the north side. The process for leaf sweeping would begin.

Marg Melchers, 1821 Highwood, addressed Council in her efforts to have a street named after native son Astronaut Scott Altman. Council Member Schmidgall reported that samples of other municipalities' provisions for naming streets had been furnished the Council. A formal process was being considered.

John McCabe addressed the Council with further questions regarding the Annexation process and the statutory requirements for notice to the public of such actions to be taken.

EXECUTIVE SESSION

Motion by Council Member Barra, seconded by Council Member Schmidgall, that the Council move to Executive Session at 6:55 P.M. to discuss: 5 ILCS 120/2 (c) 11. Litigation and 5 ILCS 120/2 (c) 5. Acquisition of Property. On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 7:08 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
OCTOBER 1, 2010 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Denny Kief, Kurt Nelson, Tim Gillespie, Joe Wuellner, Greg Nelson, Bill Scarcliff.
Also present: Lee Ann Wrhel.

Denny presented a motion for Kurt to be acting chairman at the meeting. Seconded by Tim. All in favor.

Mr. John Gerard, 323 Edgewood (346-7336) and Mrs. Jamie Holzwarth, 321 Edgewood (353-7246) attended the meeting regarding a parking issue in their neighborhood. Mr. Gerard was cited about a month ago for parking the wrong way (head-in) in front of his house. This area is a non-traditional cul-de-sac. They both reported that there is not enough room for parking in front of their houses. Greg explained that both state law and city ordinance mandate that parked vehicles are to have both wheels (one front, one back) at the curb in the direction of traffic flow. The committee will discuss non-traditional cul-de-sacs in town at next month's meeting. The committee will get back to the citizens in attendance at this meeting after the discussion.

Marcus Agatucci, 1605 Crescent (he did not want to give a phone number) attended the meeting with a list of concerns to present to the committee.

1. He asked for clarification of "Stop for Pedestrians in Crosswalk". He was informed that when a pedestrian steps into the crosswalk at these locations, motorists are obligated to stop.
2. He stated that he is opposed to any and all overnight on-street parking.
3. He also had general suggestions and questions regarding stop signs, yield signs and traffic in general in various locations around town.

The committee let him know that his concerns have been duly noted. It was also explained to him that the Traffic Safety Committee is in place to make recommendations to City Council. Final decisions are voted on by City Council.

Old Business:

1. *Sheridan Road (Pedestrians) – Status*
Denny met with Dr. Link of District 108. The school district is in the process of getting the area declared unsafe which would provide free bus service to the students affected.

New Business:

1. *Petri Lane Expansion*
Denny made a motion that when the expansion is complete; Petri Lane is to be a through street from S. 5th Street to S. 14th Street. Kurt seconded. All in favor.
Denny made a motion for Hanna Drive to be a through street from S. 2nd Street to S. 5th Street. Joe seconded. All in favor.

2. *Washington Street @ S. 10th Street*

Mr. Burch had left a message asking for consideration of more stop signs from S. 10th Street to Koch Street. Denny made a motion to deny the request. All in favor. Greg indicated that the police department will step up enforcement in that area.

Around the Table

Joe reported that milling on N. 14th Street on both sides of Broadway will begin Monday, weather permitting.

Greg will contact the citizen who had made the request for a "Children at Play" sign and explain why the request cannot be honored.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING NOVEMBER 5, 2010 @ 8:30 A.M.

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 10-1-10

Billing For Month of September 2010

\$3,601.09

Tazewell Animal Control
PO BOX 158
TREMONT IL 61568

CITY OF PEKIN
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between September 1, 2010 and September 30, 2010

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	1120 MECHANIC	9/2/2010	Cat	DSH	REL	0	101645
	Vogel	City	1824 N SHORE DR	9/8/2010	Other	SQUIRREL	REL	1	101681
	Vogel	City	1001 CAROLINE	9/8/2010	Dog	HUSKY	E	9	101682
	HARMS	City	1250 FLORENCE APT G	9/10/2010	Dog	MINPIN/DAUCH	REL	7	101697
	HARMS	City	113 HAMILTON	9/10/2010	Cat	DSH	E	17	101696
	Vogel	City	2703 PINE	9/9/2010	Cat	DSH	E	11	101692
	Vogel	City	2703 PINE	9/9/2010	Cat	DSH	E	11	101693
	Vogel	City	227 CATHERINE	9/3/2010	Dog	CHI	REL	13	101648
	Vogel	City	1013 BROADWAY	9/8/2010	Dog	BASSET	REL	8	101683
	Vogel	City	102 FAYETTE	9/7/2010	Cat	DSH	E	10	101663
	Hoyland	City	10TH & COURT	9/4/2010	Dog	LHASO	REL	15	101654
	Hoyland	City	1101 ELCAMINO APT 215	9/2/2010	Cat	DSH	REL	19	101637
	Hoyland	City	1534 S BACON	9/16/2010	Dog	PIT	R	4	101738
	Hoyland	City	1101 ELCOMINO APT 215	9/2/2010	Cat	DMH	REL	19	101636
	Hoyland	City	1101 ELCAMINO APT 215	9/2/2010	Cat	DSH	REL	6	101638
	Hoyland	City	308 FAIRLANE	9/2/2010	Dog	BEAGLE/LAB	R	8	101641
	Vogel	City	7TH & DERBY	9/7/2010	Dog	LAB	REL	2	101658
	Hoyland	City	1101 ELCAMINO APT 215	9/2/2010	Cat	DSH	E	11	101639
	Hoyland	City	14th & broadway	9/3/2010	Dog	LAB	E	21	101650
	Vogel	City	102 FAYETTE	9/7/2010	Cat	DSH	E	10	101662
	Vogel	City	#5 dircksen CT	9/8/2010	Cat	DSH	E	14	101677
	Hoyland	City	400 BLK CAPRI	9/4/2010	Dog	LAB MIX	E	13	101652
	Vogel	City	1402 HENRIETTA	9/7/2010	Cat	DSH	E	10	101667
	Hoyland	City	2ND & KOCH	9/3/2010	Dog	LAB	REL	17	101651
	Vogel	City	PEKIN PARK	9/8/2010	Cat	DSH	E	9	101674
	Hoyland	City	100 TAPS LANE	9/4/2010	Dog	MINI SHEP/	E	6	101653
	Vogel	City	PEKIN PARK	9/8/2010	Cat	DSH	E	9	101675
	Hoyland	City	900 KOCH	9/2/2010	Cat	DSH	E	15	101635
	Vogel	City	PEKIN PARK	9/8/2010	Cat	DSH	A	8	101676
	Vogel	City	327 CHARLES	9/3/2010	Dog	HOUND	E	17	101649
	Vogel	City	102 FAYETTE	9/7/2010	Cat	DSH	E	10	101661
	Hoyland	City	1820 GREENVIEW CT	9/26/2010	Other	RACCOON	E	0	101822
	Hoyland	City	1511 CATHERINE	9/24/2010	Dog	SHEP MIX			101816
	Vogel	City	WASHINGTON & 4TH	9/29/2010	Dog	LAB	R	0	101855
	Hoyland	City	2032 WESTGATE	9/28/2010	Cat	DSH	E	1	101845
	Hoyland	City	1410 S 12TH	9/28/2010	Dog	LAB MIX	REL	0	101844
	Hoyland	City	1308 CHARLOTTE	9/28/2010	Dog	PIT			101843
	Hoyland	City	1704 JESSICA CT	9/17/2010	Other	RACCOON	E	0	101748
	HARMS	City	1250 FLORENCE APT G	9/10/2010	Dog	MIN PIN DAUCH	REL	7	101698
	Hoyland	City	1405 ANN ELIZA APT#22	9/29/2010	Cat	DSH	E	2	101857
	Hoyland	City	1526 SARA LANE	9/25/2010	Cat	DSH	E	0	101821
	Vogel	City	707 S 5TH	9/20/2010	Cat	DSJ	E	11	101772
	Vogel	City	707 S 5TH	9/20/2010	Cat	DSH	A	9	101773
	Hoyland	City	323 ARROW	9/21/2010	Cat	DSH			101779
	Hoyland	City	1011 el camino	9/24/2010	Cat	DSH	R	3	101818
	Vogel	City	206 GUNION	9/23/2010	Cat	DSH	E	4	101805
	Hoyland	City	10TH & CATHERINE	9/27/2010	Dog	LAB	R	1	101835
	Vogel	City	PEKIN HOSPITAL	9/15/2010	Cat	DSH	E	7	101726
	HARMS	City	PEKIN POLICE DEPT	9/10/2010	Dog	SCHNAUZER MIX	R	3	101702
	HARMS	City	312 PARK RIDGE ST	9/12/2010	Cat	DSH	E	10	101706
	HARMS	City	321 PARK RIDGE LANE	9/13/2010	Cat	DSH	E	0	101709
	HARMS	City	2200 STATE	9/13/2010	Cat	DLH	R	3	101714
	HARMS	City	1204 S 11TH ST	9/13/2010	Dog	SHAR PEI MIX	E	16	101716
	Hoyland	City	1405 ANN ELIZA APT#22	9/29/2010	Cat	DSH	E	2	101856

Hoyland	City	1111 CATHERINE	9/14/2010	Cat	DSH	E	6	101723
HOMER	City	1112 PARK AVE	9/17/2010	Cat	DSH	REL	11	101758
HARMS	City	2700 PINE ST APT 4	9/15/2010	Cat	DLH	E	2	101729
Hoyland	City	1413 PEORIA APT 9	9/29/2010	Dog	MALTESE			101860
Hoyland	City	107 SCHRAMM	9/16/2010	Cat	DSH	A	7	101735
Hoyland	City	107 SCHRAMM	9/16/2010	Cat	DSH			101736
Hoyland	City	107 SCHRAMM	9/16/2010	Cat	DSH			101737
Hoyland	City	1405 ANN ELIZA APT#22	9/29/2010	Cat	DSH	E	2	101858
HARMS	City	RT 29 & TAPS Lane	9/13/2010	Dog	LAB	E	2	101717

Total Dogs picked up in Pekin: 23

Total Cats picked up in Pekin: 37

Total Others picked up in Pekin: 3

imal Counts Brought in by Individuals between September 1, 2010 and September 30, 2010

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	1100 N 14TH	9/1/2010	Dog	CHOW MIX	E	2	101630
	Individua	City	204 HERGET	9/1/2010	Cat	DSH	E	2	101632
	Individua	City	1403 ANN ELIZA	9/7/2010	Other	DSH	E	6	101659
	Individua	City	1215 MECHANIC ST	9/14/2010	Cat	DSH	E	6	101720
	Individua	City	1215 MECHANIC	9/14/2010	Cat	DSH	REL	7	101721
	Individua	County	3150 COLE HOLLOW RD	9/16/2010	Dog	JACK RUSSEL MI	A	8	101733
	Individua	City	5TH ST	9/20/2010	Dog	SHIHTZUE	REL	0	101767
	Individua	City	200 ARROW ST	9/24/2010	Cat	DSH	E	3	101815
	Individua	County	13950 S 14TH	9/27/2010	Dog	PIT			101827
	Individua	City	3620 SHERIDAN RD	9/30/2010	Cat	DSH	REL	0	101864
	Owner R	City	600 N 2ND ST #2	9/1/2010	Cat	DSH	E	2	101625
	Owner R	City	600 N 2ND ST #2	9/1/2010	Cat	DSH	E	2	101626
	Owner R	City	600 N 2ND ST #2	9/1/2010	Cat	DSH	E	2	101627
	Individua	City	204 HERGET	9/1/2010	Dog	DACH MIX	REL	15	101631
	Owner R	City	600 N 2ND ST #2	9/1/2010	Cat	DSH	E	2	101629
	Owner R	City	701 n 9th st	9/21/2010	Cat	DSH	E	1	101778
	Owner R	City	427 CAPRI	9/7/2010	Dog	SHEP MIX	REL	12	101668
	Owner R	City	1408 S 12TH	9/8/2010	Cat	DSH	E	9	101678
	Owner R	City	714 PRINCE	9/9/2010	Dog	COCKER	E	1	101689
	Owner R	City	14198 STATE RT 9	9/13/2010	Cat	DSH	REL	1	101710
	Owner R	City	14198 STATE RT 9	9/13/2010	Cat	DSH	REL	1	101711
	Owner R	City	14198 STATE RT 9	9/13/2010	Cat	DSH	REL	1	101712
	Owner R	City	14198 STATE RT 9	9/13/2010	Cat	DSH	REL	1	101713
	Owner R	City	700 S 8TH	9/15/2010	Dog	BOSTON TERRIE	E	0	101724
	Owner R	City	1605 SOMMER ST	9/20/2010	Cat	DSH			101768
	Owner R	City	1605 SOMMER ST	9/20/2010	Cat	DSH			101769
	Owner R	City	1605 SOMMER ST	9/20/2010	Cat	DSH	E	7	101770
	Owner R	City	1605 SOMMER ST	9/20/2010	Cat	DSH	E	7	101771
	Owner R	City	600 N 2ND ST #2	9/1/2010	Cat	DSH	E	2	101628

Total Dogs picked up in Pekin: 8

Total Cats picked up in Pekin: 20

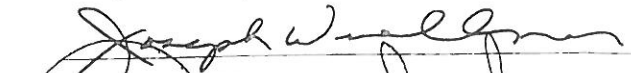
Total Others picked up in Pekin: 1

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
JULY '2010

	PERMITS	VALUE	FEEES
BUILDING DEPT	59	\$ 496,049.00	\$ 3,050.00
ELECTRIC DEPT	20	\$.00	\$ 740.00
HVAC DEPT	34	\$ 53,000.00	\$ 1,678.00
PLUMBING DEPT	23		\$ 518.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	1		\$ 20.00
SEWER PERMITS	5		\$ 365.00
SEWER TAP RES	1		\$ 1,600.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	143	\$ 549,049.00	\$ 7,971.00

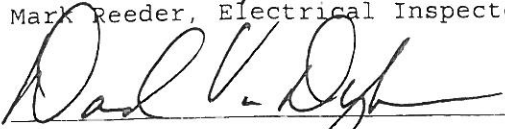
TOTAL CODE ENFORCEMENT COMPLAINTS - 178

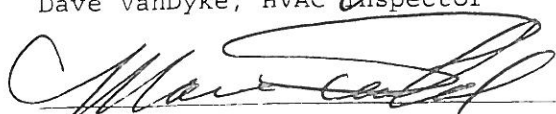
Respectfully submitted,

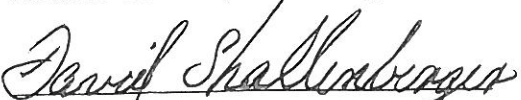


Joe Wuellner

Ronald Sieh, Building Inspector

Mark Reeder, Electrical Inspector

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

Dave Shallenberger, Deputy Code Enforcement Officer

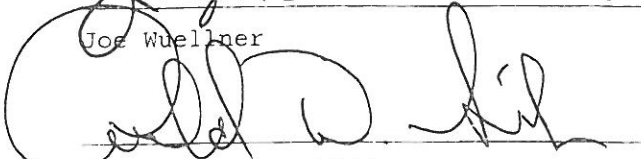
BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
AUGUST '2010

	PERMITS	VALUE	FEEES
BUILDING DEPT	62	\$1,616,728.00	\$ 5,739.00
ELECTRIC DEPT	17	\$ 61,000.00	\$ 1,029.00
HVAC DEPT	51	\$ 33,357.00	\$ 1,640.00
PLUMBING DEPT	54		\$ 1,479.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	5		\$ 100.00
SEWER PERMITS	8		\$ 440.00
SEWER TAP RES	4		\$ 6,400.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	201	\$1,711,085.00	\$ 16,827.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 203

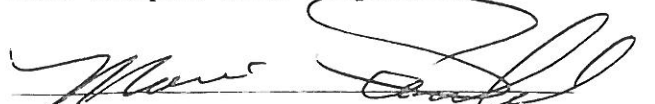
Respectfully submitted,

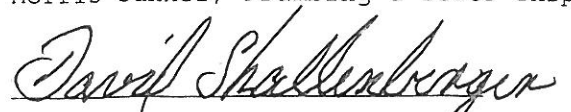

Joe Wuellner


Ronald Sieh, Building Inspector


Mark Reeder, Electrical Inspector


Dave VanDyke, HVAC Inspector


Morris Sunkel, Plumbing & Sewer Inspector


Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2010

MONTH	DWELLING	GARAGES	MULTIFAMILY	COMMERCIAL	COMMERCIAL REMODELING	RESIDENTIAL REMODELING	MISC.	RESIDENTIAL DEMOLITIONS	COMMERCIAL DEMOLITIONS	BUILDING DOLLARS	BLDG. PERMITS
	1	2	3	4	5	6	7	8	9		
JANUARY				1.00	\$018,000	5.00	\$0			\$1,000,740	15.00
FEBRUARY	3.00	\$465,980			3.00	\$164,762	2.00	\$1,000		\$515,592	20.00
MARCH	2.00	\$105,240			14.00	\$308,251	11.00	\$77,686		\$614,227	48.00
APRIL	8.00	\$1,515,557			8.00	\$364,000	33.00	\$63,132		\$1,881,075	71.00
MAY					10.00	\$1,430,033	40.00	\$14,750	1.00	\$3,738,504	63.00
JUNE					4.00	\$547,600	24.00	\$75,234	1.00	\$748,142	50.00
TOTAL 6 MO.	13.00	2,376,007	0.00	1.00	610,000	46.00	102.00	241,002	3.00	\$9,201,579	267.00
JULY	1.00	\$155,790			5.00	\$38,650	21.00	\$150,144	1.00	\$495,640	50.00
AUGUST	5.00	\$322,145			10.00	\$463,600	24.00	\$196,123	1.00	\$1,616,728	62.00
SEPTEMBER										\$0	0.00
OCTOBER										\$0	0.00
NOVEMBER										\$0	0.00
DECEMBER										\$0	0.00
TOTAL 6 MO.	6.00	\$1,077,935	0.00	0.00	15.00	\$850,250	52.00	\$145,353	3.00	\$2,112,777	121.00
YEAR	19	\$3,454,742	0.00	1.00	\$618,000	\$5,497,745	154.00	\$386,055	6.00	\$11,314,356	388.00

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, Rusty L. Dunn, Mayor of the City of Pekin, Illinois, do hereby proclaim the week of October 23rd through October 29th, 2010, 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 12th day of October, in the Year of Our Lord, Two Thousand and Ten.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

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, Rusty L. Dunn, Mayor of the City of Pekin, Illinois, do hereby proclaim the month of October, 2010, to be

“INTERNATIONAL ALPHA DELTA KAPPA MONTH”

in the City of Pekin, Tazewell County, Illinois

ADOPTED, this 12th day of October, in the Year of Our Lord, Two Thousand and Ten.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor Rusty Dunn and Members of the City Council

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

From: Greg Ranney, Supt. of Transportation & Kurt Nelson, Fire Chief

AGENDA ITEM: Approval for repairs to the brick & exterior of Eastside Fire Station located at 3232 Court St.

AGENDA DATE REQUESTED: October 12, 2010

ACTION REQUESTED: Request to have council approve a contract from option 1 or option 2 submitted by P.J. Hoerr. This would include all work stated in the scope of work which has been discussed with the contractor.

Option #1

General requirements	\$8,334.00
Brick replacement	\$49,800.00
Tuck pointing	\$73,824.00
Lintel repairs, control joints, caulking	\$25,256.00
Power washing and DOW All Guard painting	\$54,540.00
Overhead and fee – P.J. Hoerr	<u>\$18,000.00</u>
Total – Option #1	\$229,754.00

Option #2

General requirements	\$8,925.00
Brick replacement	\$49,953.00
Tuck pointing	\$31,228.00
Power washing and fluid applied membrane	\$39,852.00
Sub framing, metal siding, coping and trims	\$139,200.00
Overhead and fee	<u>\$21,930.00</u>
Total – Option #2	\$291,088.00

BACKGROUND: Eastside Fire was built in 1976. Fire Department employees noticed the last 1 ½ years that many of the bricks were loose and parts of the bricks were popping off. Some of the bricks have been falling off. There have been bricks that were removed by hand.

FINANCIAL IMPACT: **\$229,754.00 or \$291, 088.00.** Removing bricks could cause more bricks will fall off.

IMPACT IF APPROVED: The building needs to be protected and keep it valuable as it is continued to be used as the #1 Fire Station. Completing the necessary work will stop the building from any further deterioration and additional costs. This work will also stop water from entering the building.

IMPACT IF DENIED: The building will continue to slowly fall apart and the cost for repairs will continue to increase. The building could reach the point of not being able to be used in the future.

ALTERNATIVES: Replace the station but it is felt Northside and Southside should be replaced prior to Eastside.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

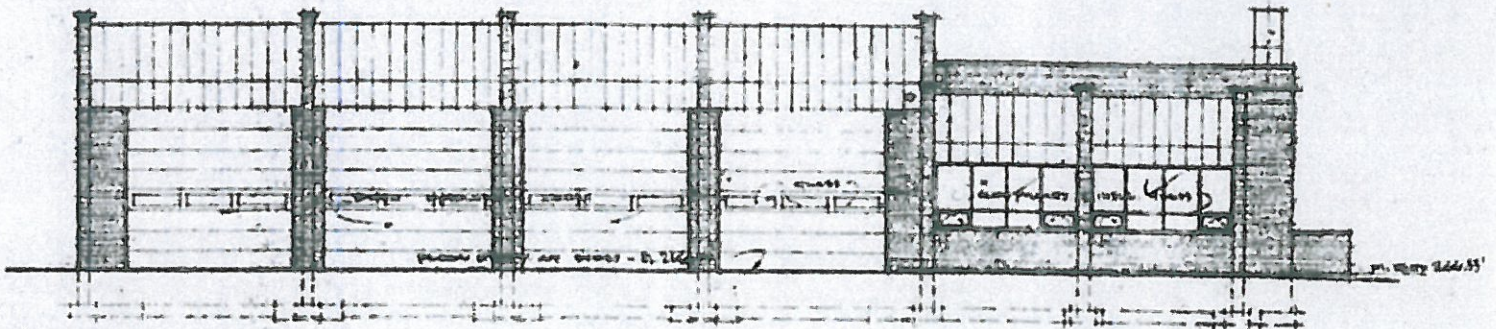
City Manager

Date

PEKIN FIRE STATION NO. 1

PROPOSAL FOR RENOVATIONS TO CORRECT WATER LEAKAGE AND FACADE DISTRESS

NORTH ELEVATION



PROPOSAL





Peoria Office: 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567
Mailing Address: P.O. Box 3333, Peoria, IL 61612-3333 • Fax: 309.688.9556

Bloomington/Normal Office: 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

October 7, 2010

Mr. Greg Ranney
City of Pekin
1130 Koch Street
Pekin, Illinois 61554

Dear Mr. Ranney:

Persuant to your request, P. J. Hoerr Inc. has put together two (2) options for your review to correct the water leakage and facade distress at Pekin Fire Station No. 1 building located at 3232 Court Street in Pekin, Illinois. Both of the options have been determined acceptable by your consultant Wiss, Janney, Elstner Associates, Inc. The scope of work for each option and price breakdowns are as follows. All work is proposed to be on a time and material, not to exceed basis with 100% of any savings to be recovered by the City of Pekin.

Option #1 – Masonry Restoration and Dow Allguard Paint System

Scope of Work:

- General requirements including supervision, layout, clean up, general liability insurance
- Tuck point any mortar joints that are too large to allow sealing with Dow Allguard
- Replace approx. 2800 brick that are severely damaged due to freeze/thaw cycles
- Grind out around exposed exterior windows to allow for backer rod and sealant
- Tuck point approx. 3,076 square feet of brick. All joints that are to be tuck pointed will be ground to a depth of $\frac{3}{4}$ ", cleaned and pointed in with mortar and tooled concave
- Areas where work is performed will be cleaned as work is performed to remove excess mortar
- Remove 5" to 8" of brick above two (2) rear overhead doors to allow for cleaning of rusted steel and installation of stainless steel drip edge
- Add control joints to brick to prevent future cracking due to differential movement
- Caulk around penetrations through brick prior to Dow Allguard installation
- Power wash all brick surfaces
- Apply two full coats of Dow Corning Allguard Silicone Elastomeric Coating to all exterior brick and metal copings

Price Breakdown for Option #1

General requirements	\$ 8,334.00
Brick replacement	\$ 49,800.00
Tuck pointing	\$ 73,824.00
Lintel repairs, control joints, caulking	\$ 25,256.00
Power washing and Dow All Guard painting	\$ 54,540.00
Overhead and fee – PJ Hoerr	<u>\$ 18,000.00</u>
Total – Option #1	\$ 229,754.00

Option #2 – Masonry Restoration, Fluid Applied Membrane, Metal Siding and Flashings

Scope of Work:

- General requirements including supervision, layout, clean up, general liability insurance
- Tuck point any mortar joints that are too large to allow sealing with fluid applied membrane
- Replace approx. 2800 brick that are severely damaged due to freeze/thaw cycles
- Grind out around exposed exterior windows to allow for backer rod and sealant
- Tuck point approx. 1,200 square feet of brick. All joints that are to be tuck pointed will be ground to a depth of $\frac{3}{4}$ ", cleaned and pointed in with mortar and tooled concave
- Areas where work is performed will be cleaned as work is performed to remove excess mortar
- Caulk around penetrations through brick prior to fluid applied membrane installation
- Power wash all brick surfaces
- Apply fluid applied membrane
- Install hat channel furring for metal panel attachment
- Install metal panels
- Install all flashings and copings. Copings to have membrane underneath

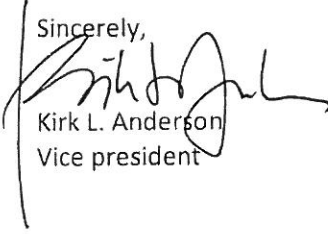
Price Breakdown for Option #2

General requirements	\$ 8,925.00
Brick replacement	\$ 49,953.00
Tuck pointing	\$ 31,228.00
Power washing and fluid applied membrane	\$ 39,852.00
Sub framing, metal siding, coping and trims	\$ 139,200.00
Overhead and fee	<u>\$ 21,930.00</u>
Total – Option #2	\$291,088.00

Option #1 comes with a 10 year warranty against water penetration from the paint manufacturer, Dow Corning. We would estimate it would be 15 years before you would need to consider further work to the building regarding water penetration with option #1 and 20 years with option #2. We suggest you confirm these estimated durations with Wiss, Janney, Elster Associates, Inc.

We thank you for this opportunity and hope this proposal meets with your approval.

Sincerely,



Kirk L. Anderson
Vice president

OPTION #1 INFORMATION

OPTION #1
INFORMATION





107 N. Commerce Place
Peoria, IL 61604
Phone: (309) 687-6153
Fax: (309) 688-9555

DATE: April 5, 2010
PROJECT: Pekin Fire Department
RE: Tuck pointing and brick replacement
TO: Greg Ranny

SCOPE OF WORK

- Tuck point any mortar joints or voids that are too large to allow sealing with Dow Algaurd.
- Replace approx. 2800 brick that are severely damaged due to freeze thaw cycles.
- Grind out around exposed exterior windows to allow for backer rod and sealant.
- Caulk around exterior windows.
- Tuck point approx. 3076 square feet of brick. All joints that are to be tuck pointed will be ground to a depth of $\frac{3}{4}$ of an inch, cleaned, and pointed in with mortar and tooled concave.
- Areas where work is performed will be cleaned as work is performed to remove excess mortar.
- Remove 5 to 8 inches of brick above 2 rear overhead doors to allow for cleaning of rusted steel and installation of stainless drip edge.
- Add control joints in brick to prevent future cracking due to differential movement.
- Caulk around any penetrations through brick prior to application of Dow Algaurd.
- TOTAL AMOUNT TIME AND MATERIAL NOT TO EXCEED.....\$184,157.00

Summit Masonry & Stoneworks
Phil Watkins

McClanahan Painting, Inc.

7905 W. Robertson Road
Edwards, Illinois 61528
Ph. (309)243-2426, Fax (309)243-2496

Proposal

1 of 1

Proposal # 100

To: Pekin Fire Department
Attn: Kurt Nelson
3232 Court St.
Pekin, IL 61554

Date: 30-Mar-10

Job:

Project #:
Date of Plans:

Phone:

Exterior: brick on building, roof, and metal roof cap

Power wash all exterior brick to remove any loose areas and dirt to prepare for new coating. Apply two full coats of Dow Corning Allguard Silicone Elastomeric Coating to all brick and metal roof cap on the exterior of the building. We will caulk as needed between coats.

Labor, materials, equipment and standard insurance: \$ 54540.00

We will protect all areas on the building that do not paint.

Exclusions: doors, frames, windows, overhead doors, soffits

WE PROPOSE hereby to furnish material and labor — complete in accordance with above specifications, for the sum of

Payment to be made as follows: **In full upon completion of work** **\$ 54540.00**

Authorized Signature _____

Note. This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

Date of Acceptance: _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Residential

-

Commercial

-

Wallpapering

Proposal
FEHR PAINTING, INC.
914 W. GRAND OAK DRIVE
PEORIA, IL 61615
309/691-7088 – office
309/691-9140 – fax

PJ Hoerr, Inc.
107 Commerce Place
Peoria, IL 61604
688-9567 phone
688-9555 fax
Attn: Kirk Anderson

October 4, 2010

Re: Exterior Painting of Pekin Fire Station, 3232 Court Street, Pekin, IL

Scope

1. Power wash exterior of building to be painted.
2. Mask windows, doors and overhead doors to protect while painting.
3. Mask miscellaneous items on brick walls to protect while painting.
4. Prime roof cap and corrugated canopies with latex bonding primer.
5. Sand and prime steel lintels with anti-corrosive metal primer.
6. Apply one coat of Sherwin-Williams Loxon Masonary Primer/Surface Conditioner to exterior brick surface and parapet walls on building.
7. Apply two coats of Dow Corning All Guard Elastomeric coating to exterior brick surface and parapet walls over Loxon primer coat.
8. Apply two coats of Dow Corning DTM (Direct To Metal) finish paint to roof cap and corrugated canopies over bonding primer coat.
9. Apply two coats of Sherwin-Williams acrylic latex paint to the undersides of the soffits at the overhead doors.
10. Apply one primer and two finish coats of paint to ships ladder and gate at West side of building.
11. Apply two finish coats of safety yellow to pipe bollards.

Labor, materials and equipment - \$ 56, 893.00

Note: If owners wish to use Sherwin-Williams ConfluxXL electromeric coating in lieu of Dow Corning All Guard – savings of \$ 11,266.00 bringing the overal price down to \$ 45,627.00.



AVD-0827

Westin Savannah Harbor Resort

DOW CORNING® ALLGUARD SILICONE ELASTOMERIC COATING

PRIMERLESS!*

SAME DAY COLOR DELIVERY*

When building coatings fail, leaks can result ... unless your building is protected by a product that can handle the elements. A product like *Dow Corning® AllGuard Silicone Elastomeric Coating*.

An advanced, water-based silicone coating that actually seals out water from the above-grade masonry exterior of a building, AllGuard Coating provides waterproof protection and long-term durability in a smooth, attractive, matte finish that hides roller marks. And it's available in a broad spectrum of standard and custom colors to expand your design options.

Outstanding Weatherproofing Protection

Ideal for both new construction and renovation projects, *Dow Corning AllGuard Silicone Elastomeric Coating* is a one-part silicone elastomer that can withstand hurricane-force, wind-driven rain without water penetration. It cures to a lightweight, flexible membrane that can bridge hairline cracks up to 1/16" and handle the normal movement imposed by seasonal expansion-contraction. While it seals out rain, it still allows moisture vapor to migrate from inside the substrate, minimizing blistering and delamination.

Reliable Silicone Durability

Because it is a silicone, AllGuard Coating remains elastic after years of sunlight, ozone, rain, snow and temperature extremes. It protects against cracking, chalking, peeling and blistering. *Dow Corning AllGuard Silicone Elastomeric Coating* is backed by a 10-year waterproofing performance limited warranty on commercial installations.

Broad Application

AllGuard Coating is perfect for protecting and enhancing many substrates, including masonry, poured and precast concrete, fluted block, brick, stucco, synthetic stucco, Exterior Insulation Finish System (EIFS) panels and previously coated masonry surfaces. It also adheres to *Dow Corning® 123 Silicone Seal*, *Dow Corning® 756 SMS Building Sealant*, *Dow Corning® 790 Silicone Building Sealant*, *Dow Corning® 791 Silicone Building Sealant*, and *Dow Corning® 795 Silicone Building Sealant*.

Primerless Performance

Provided prior field adhesion testing is completed, AllGuard Coating can be applied without a primer, saving valuable time and expense. Primerless applications will

... continued on back

OPTION #2 INFORMATION

OPTION #2
INFORMATION





107 N. Commerce Place
Peoria, IL 61604
Phone: (309) 687-6153
Fax: (309) 688-9555

October 6, 2010

City of Pekin
Attn: Greg Ranny

RE: Pekin Fire Department

Scope of work:

- Tuckpoint any mortar joints that are too large to allow sealing with fluid applied membrane
- Replace approximately 2800 brick that are severely damaged due to freeze/thaw cycles
- Grind out around exposed exterior windows to allow for backer rod and sealant
- Tuckpoint approximately 1200 square feet of brick. All joints that are to be tuck pointed will be ground to a depth of $\frac{3}{4}$ ", clean and pointed in with mortar and tooled concave
- Areas where work is performed will be cleaned as work is performed to remove excess mortar
- Caulk around penetrations through brick prior to fluid applied membrane installation

TOTAL AMOUNT OF QUOTE..... \$ 81,199.00

Sincerely,
Summit Masonry and Stoneworks

Phil Watkins



PROSOCO R-GUARD®

fluid-applied air & water-resistive barrier

OVERVIEW

PROSOCO R-GUARD® is a fluid-applied air and water-resistive barrier that stops air and water leakage in cavity wall, masonry veneer construction — as well as in stucco, EIFS and all other building wall assemblies.

PROSOCO R-GUARD® maximizes the R-values, reduces heating and cooling costs and lowers the risk of mold and mildew.

Compared to conventional sheet barriers, both easy-to-use PROSOCO R-GUARD® systems provide superior protection against penetration of wind driven rain, while minimizing potential for condensation within walls. As part of a continuous, building-wide air barrier system, PROSOCO R-GUARD® is effective even at vulnerable seams, fasteners, roof and foundation connections, and window and door openings.

PROSOCO R-GUARD® System I

- **R-GUARD Tape:** self-adhering, glass fiber tape for use with R-GUARD Fill to reinforce rough openings, inside and outside corners and sheathing joints.
- **R-GUARD Fill:** a ready mixed, acrylic compound for use with R-GUARD Tape over cracks, sheathing joints or rough openings through the structural wall.
- **R-GUARD Spray Wrap:** a ready-mixed, flexible, acrylic coating to be applied to structural sheathing or CMU backup. Applied over R-GUARD Tape and R-GUARD Fill, R-GUARD Spray Wrap completes the primary air and water-resistive barrier system.

PROSOCO R-GUARD® System II

- **R-GUARD Joint Fabric:** reinforced, non-woven fabric for covering sheathing joints and rough openings.
- **R-GUARD EZCorner:** preformed fabric for quick, easy installation at corners inside rough openings.

- **R-GUARD Spray Wrap:** a ready-mixed, flexible, acrylic coating to be applied to structural sheathing or CMU backup. Used with R-GUARD Joint Fabric and R-GUARD EZCorner, Spray Wrap completes the primary R-GUARD air and water-resistive barrier system.

R-GUARD Transition Membrane

Self-adhering water-resistive air barrier material which works as a secondary seal for sealant joints, or as an air barrier connection material bridging dissimilar materials. Use wherever barrier membranes are required. See "Transition Membrane" in "Application" section.

Use the PROSOCO R-GUARD® System I and II components with

- PROSOCO R-GUARD® Transition Membrane.
- most conventional peel-and-stick membranes
- rigid or flexible flashing
- joint sealant
- foam
- other transition materials to form a continuous air and water-resistive barrier

SPECIFICATIONS

For all PROSOCO product specifications visit www.prosoco.com and click on "SpecBuilder" or "Solution Finder."

ADVANTAGES

- **Air Barrier:** reduces condensation and energy loss caused by air leaks through the wall assembly.
- **Water-Resistive Barrier:** minimizes risk of water damage to sheathing and associated repair or replacement costs.
- **Vapor Permeable:** allows moisture which accumulates within the wall assembly to dry.

- **Cost Effective:** fast and easy installation reduces labor costs.
- **Structural:** no air leakage or water intrusion between the sheathing and PROSOCO R-GUARD® — stable under air and wind pressure loads.
- **Seamless:** no tears, holes, or improperly lapped joints to compromise performance.
- **Practical & Durable:** won't tear or lose effectiveness when exposed to weather during construction. May be exposed to weather for up to 6 months without compromising performance.
- **Simple:** easy to install with conventional spray equipment. Long pot life. Water clean up.
- **Color Coded:** simplifies inspection and quality control.
- **Safe:** low odor, non-toxic, and water based.

Limitations

- Not for use at surface or air temperatures below 40°F (4°C) or above 100°F (38°C).
- Not for below-grade or surfaces designed to be immersed in water.

REGULATORY COMPLIANCE

VOC Compliance

PROSOCO R-GUARD® Spray Wrap is compliant with the following national, state and district AIM VOC regulations:

- ☒ US Environmental Protection Agency
- ☒ California Air Resources Board SCM Districts
- ☒ South Coast Air Quality Management District
- ☒ Maricopa County, AZ
- ☒ Northeast Ozone Transport Commission

WJE REPORT

WJE REPORT





Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, Illinois 60062
847.272.7400 te | 847.480.9534 fax
www.wje.com

August 20, 2010

Mr. Greg Ranney
City of Pekin
1130 Koch Street
Pekin, Illinois 61554

Re Pekin Fire Station No. 1
WJE No. 2010.3125

Dear Mr. Ranney:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) visited the Pekin Fire Station No. 1 building located at 3232 Court Street in Pekin, Illinois. An overall view of the fire station is shown in Figure 1. Water leakage and facade distress have reportedly been occurring at the building for a period of time. The purpose of our visit was to perform a cursory review of the exterior envelope and to provide our opinions regarding the condition of the exterior wall elements. Kurt Nelson, the Fire Chief of Pekin Fire Department, was present during our visit and informed us of the various locations of leakage issues and facade distress.

The Pekin Fire Station No. 1 building consists of a large garage on the east side of the building and a smaller garage on the west side. Offices and auxiliary spaces are located between the two garages and to the north side of the east garage. Additional offices have been built inside the west garage along the west wall.

The fire station building is a one-story structure reportedly built in 1976 and is clad with brick masonry veneer with a concrete masonry (CMU) backup. The interior surface of the CMU backup is typically exposed and painted without any interior finish. Full height brick masonry "wing" walls exist at most elevations, extending outward from the main facade. Aluminum ribbon windows and overhead garage doors typically exist between these wing walls. Sloped standing seam metal fascia panels, extending to the top of the parapet walls, also exist between the wing walls. These metal panels overhang the windows and the garage doors where a stucco soffit typically exists. Sheet metal copings exist at the top of the parapet walls. The roof was reportedly replaced a few years ago.

Observations

WJE performed a cursory review of the exterior envelope of the building from grade and from the roof during our visit. WJE's observations were visual only and did not include any interior or exterior inspection openings or water leakage testing. Below is a summary of our observations.

1. In general, the brick masonry was observed to be in fair to poor condition. Spalling of the brick units was typically observed at the end of the wing walls, likely due to freeze-thaw damage. This condition is most visible at the west end of the south wall at the east garage. This is shown in Figure 2. Cracking in the masonry wall was also observed at several locations at the wing walls and at building corners. Efflorescence was observed at several areas of the exterior brick masonry (Figure 3) and, more noticeably, the interior face of the CMU backup (Figure 4), particularly at areas of reported

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Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC

leakage. There were reportedly additional areas of efflorescence at the CMU backup which had been previously removed by the staff of the fire station. The efflorescence is caused by water penetrating into the masonry and mixing with soluble salts in the walls. When the masonry dries, the salts are deposited on the surface. Although efflorescence itself is typically not a structural problem in the masonry, it is indicative of significant water penetration into the wall and prolonged storage of moisture within the wall. At several areas, bond separations were observed at the mortar joints in the exterior brick masonry as shown in Figure 5. According to the original drawings made available for our review, no air/moisture barrier was installed between the exterior brick masonry veneer and the CMU backup.

2. Brick masonry units are exposed at the interior face of the parapet walls. Sheet metal roof flashing is present at the base of the parapet wall at the interior face (Figure 6). It is unknown if this flashing has an up-turned leg inside the brick masonry to prevent water from traveling horizontally through the wall to the interior. Bond separations and voids in the mortar joints were also observed at several areas of the parapet walls (Figure 7).
3. The window systems were observed to be installed flush with the exterior face of the adjacent brick masonry. Sealant has been installed at most of the window heads between the window frame and the brick masonry above (Figure 8). This sealant appears to be preventing moisture from draining out of the brick masonry (see Item #4 below). The sealant reportedly was installed to reduce the amount of water leakage into the interior. We were informed that this was successful at most windows. However, leakage continues to be reported from the masonry above. A flashing system was typically not observed below the windows except for the clerestory windows at the south wall of the east garage above the roof level. This is shown in Figure 9. It is unknown if this flashing system has an up-turned leg at the back of the windows or end dams at the ends in order to drain the moisture to the exterior. Sealant has been installed between the flashing system and the windows, blocking any drainage capability that it might have. Sealant was also observed at the perimeter of most glass units, though gaskets were observed at a few isolated window systems.
4. Steel lintels above the windows, where visible, were typically observed to exhibit corrosion (Figure 10). With the permission of Chief Nelson, WJE removed a small section of sealant at the head of one of the windows in order to observe the condition of the steel lintel. As shown in Figure 11, moisture was detected with water indicating paper at the steel lintel behind the sealant installed at the head of the window. It appears that the sealant has been preventing moisture from draining out to the exterior. Rust scale was also observed at the steel lintel at this location. It does not appear that a flashing system is present above to protect the steel lintels.
5. The current roof system appears to be gravel surfaced bituminous membrane and flashing system. An overall view of the roof is shown in Figure 12. Due to the presence of the ballast, we were not able to review the overall condition of the roofing membrane. Water leakage reportedly occurred at roof drains immediately following a roof replacement project a few years ago but has since stopped after repairs were performed at the clamping rings at the perimeter of the roof drains. No additional leakage has been reported at the roof system. Also, the roof was observed to have minimal pitch towards the roof drains. However, no standing water was observed during our visit except for an area adjacent to a mechanical unit as shown in Figure 13. The original roof reportedly also did not pitch to drains, and no pitch was provided as part of the roof replacement project.

6. The sloped standing seam metal fascia panels, copings, and roof flashing sections were indicated in the original architectural drawings to be made of terne-coated stainless steel. Terne is an alloy of lead and tin, and is typically used to coat sheet metal to prevent corrosion. It did not appear that the terne-coated stainless steel on this building was painted and, as a result, has reacted with oxygen in the air and formed a grey patina. The sheet metal appears to be in good condition. However, soldered seams between the sheet metal sections were observed to have failed at several locations. Sealant was observed to have been installed at several failed seams (Figure 14).

Discussion and Recommendations

Brick Masonry Walls

The mortar bond separations and the deteriorated/spalled brick units in the brick masonry are likely contributing to the increased moisture penetration into the exterior wall system and the leakage observed at the interior. Based on our visual observation of the brick masonry walls, isolated rebuilding of the brick masonry is recommended at the wing walls where spalled and damaged brick units exist and at cracks to prevent further deterioration. Tuckpointing of all brick masonry is also recommended to reduce the amount of moisture penetration into the wall system. A flashing system is recommended above all steel lintels to direct moisture to the exterior and to protect the steel members. However, due to the lack of a drainage cavity and air/moisture barrier within the exterior wall system, as indicated in the original architectural drawings, some moisture may still continue to soak through the exterior brick veneer and reach the CMU backup. In order to completely address this problem, rebuilding of the entire brick masonry wall system with a new air/moisture barrier system would be required. We understand that this may not be feasible due to cost. If only tuckpointing and lintel flashing repairs are performed, this will result in a building performance that is similar to the original construction.

A more reliable alternative to rebuilding the masonry walls may be to install a new cladding system (e.g. metal panels, EIFS, etc.) at the exterior side of the brick masonry walls (and at the interior face of the parapet walls) with drainage capability. This would likely include installing an air/moisture barrier system on the exterior surface of the existing brick masonry veneer, creating a drainage plane between the new cladding and the existing masonry walls with a flashing system at the base of the walls and at window and door openings. A wider coping system will likely be required at the top of the parapet walls.

As another alternative to installing a new cladding system at the exterior of the existing brick masonry, Summit Masonry has proposed to apply a breathable elastomeric coating. The elastomeric coating will prevent moisture from penetrating the brick veneer. However, this coating will likely require increased maintenance in the future. Please note that this will permanently alter the aesthetics of the building.

Windows

Based on the lack of weep holes in the window frames, the window systems themselves do not appear to have drainage capability or was designed to rely on a flashing system below to direct the water to the exterior. Sealant was installed or replaced by the staff members of the fire station at most windows that exhibited leakage in the past. However, the sealant was typically installed between the window head framing member and the brick masonry above. Based on the opening we made in the sealant at a window head, moisture from the brick masonry above has not been allowed to drain to the exterior and has instead collected on the top surface of the steel lintel due to a lack of a flashing system. This moisture will

increase the deterioration of the steel lintels, which will weaken the structural integrity of the steel lintel in the future. A flashing system was also not observed below most windows. Where it appeared that a flashing system was provided, sealant has been installed, blocking the drainage capability. Sealant was also observed at the perimeter of most glass units. We assume that this was performed in order to reduce the amount of leakage into the interior.

We typically recommend that a pan flashing be installed below window systems in order to direct any water that penetrates the window system to the exterior. However, a new flashing system likely cannot be installed below the existing window systems without removing and reinstalling the windows. An alternative to installing a flashing system (or a drainage system) is to install sealant and/or silicone bridge seals at all seams and joints in the windows, effectively creating a barrier system and preventing any water from entering the interior through the windows. However, this will likely require increased maintenance of the sealant joints in the future.

Roofing System

The lack of pitch to the roof drains in the roofing system may reduce the expected service life of the roofing membrane if standing water exists 48 to 72 hours following a rain. However, due to the fact that the roof was recently replaced and is currently under warranty, we recommend that the roof be maintained and monitored for leakage in the future.

Closing

Due to the various options that are available to prevent water leakage in the future, we recommend that scope documents be developed to obtain pricing from restoration contractors. This will allow the City to review the various options and to secure the necessary financing for the repairs. If the budget allows, we also recommend that water penetration testing and inspection openings be performed in order to pinpoint the source(s) of leakage prior to full scale repairs. If requested as an additional service, WJE is available to perform such testing and then prepare the scope documents that will include the various repair options outlined above.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Jean W. Tamisin
Project Manager

EXISTING FIRE STATION PLANS

EXISTING FIRE
STATION PLANS





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Manager -City Clerk

From: Fire Chief Kurt Nelson

AGENDA ITEM: Purchase Pickup Truck for Fire Department

AGENDA DATE REQUESTED: October 12th, 2010

ACTION REQUESTED: Approve Purchase of Pickup Truck for Fire Department

BACKGROUND: The city of Pekin Fire Department has not purchased a new pickup truck since 1997. That pickup truck is not able to be used in the multiple ways that are needed for the Fire Department. The current vehicle does not have the towing capacity that is needed to deliver the equipment to the scene when our trailers (hazmat, confined space) are needed. The 1997 vehicle will be utilized within another department for plowing alleys in the winter, and additional duties as determined by that department. Funds available for the pickup truck are approved in the Fiscal Year 2011 budget.

This truck was bid through a local dealer with the cost coming in at more than \$36,120.00, and was re-bid through a fleet service bid from Reynolds Motor Company in Moline, Illinois with a cost of \$23,532.10

FINANCIAL IMPACT: \$ 23,532.10

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Provide the Fire Department with a reliable truck to deliver specialty rescue trailers to the scenes, pickup needed equipment, and allow the pickup truck budgeted in the upcoming budget to be removed.

IMPACT IF DENIED: Cost will increase, and Fire Department will continue to have issues transporting specialized equipment to the scenes of incidents.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation/Public Safety

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief (10/06/2010)

AGENDA ITEMS: License Agreement with DOC

AGENDA DATE REQUESTED: October 12, 2010

ACTION REQUESTED: Approval of the License Agreement with DNR

BACKGROUND: In 1989 the City of Pekin constructed separate storm sewer as a part of the PPUATS funded North Third/Somerset Paving Improvement. That storm sewer removed storm water from the combination sewer system in that area and has relieved some of the drainage issues that had plagued that area. The outlet of that storm sewer goes west on Jane Street through Illinois Department of Natural Resources property before discharging into the Illinois River. The following License Agreement allows for the utilization of the IDNR property for an additional 5 years.

FINANCIAL IMPACT: \$1,000/5 year expense

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: 5 year license agreement approved

IMPACT IF DENIED: Not sure!

ALTERNATIVES: N/A.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Infrastructure is a key part of the Strong Foundation theme

REQUIRED SIGNATURES

City Manager

Handwritten signature of Dennis Kief in black ink.

(Recommended By)

Finance Department

Handwritten signature of Angel Evans in black ink.

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Pat Quinn, Governor
Marc Miller, Director

September 22, 2010

City of Pekin
Attn: Dennis Kies
111 South Capital
Pekin, Illinois 61554

received
9/28/2010 - SK

Storm Sewer Usage
Bill to Harmonize Fee
Original to
Clerk's Office

Re: Pekin Lake Conservation Area
License No. 6299

Dear Mr. Kies:

A renewal has been prepared which will extend your License Agreement 6299 at Pekin Lake Conservation Area. Please have the copy of the lease agreement signed by an authorized official of the City of Pekin and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Please provide your phone number and emergency information in paragraph 15 of the license, and enter your FEIN Number in the space provided. Also, on the attached Exhibit C, please complete and sign the enclosed Certifications form as **required by State law**.

Return the original with your full-term payment of \$1,000.00. The minimum payment has increased to \$200 per year and a full term payment is required rather than an annual payment. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement have been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-7940 or myself at 217/558-7115.

Sincerely,

Russ Fuller
Division of Concessions, Leases & Services

Enclosures

cc: Stanley Weimer, Site Superintendent

Agreement Number: 6299
Site Name: Pekin Lake Conservation Area
Location Code: 50-1691-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20__, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and CITY OF PEKIN, hereinafter referred to as "LICENSEE";

WITNESSETH:

WHEREAS, IDNR has jurisdiction over the real estate hereinafter described; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of this signature authorization attached hereto as Exhibit A; and

WHEREAS, LICENSEE understands that the transfer or assignment of this Agreement in any manner, or the subletting of the subject property may not be accomplished without the written consent of IDNR.

NOW THEREFORE:

For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated hereunder on the property owned by the State of Illinois known as Pekin Lake Conservation Area, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

A strip of land sixty (60) feet in width, extending along, twenty (20) feet northerly of, and forty (40) feet southerly of the westerly prolongation of the centerline of Jane Street from the westerly edge of blocks 220 and 223 for a distance of one hundred seventy-five (175) feet, in the Northeast Quarter of Section 34, Township 25 North, Range 5 West of the Third P.M., Pekin Township, Tazewell County, Illinois, containing 0.241 acres more or less, being a part of Pekin Lake Conservation Area.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises, and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

The term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of December, 2010, ("effective date") and ending on the 30th day of November, 2015, ("expiration date") unless otherwise renewed, terminated or amended as provided for herein.

LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of Two Hundred and no/100 Dollars (\$200.00) per year, payable annually five days in advance of the effective date of this Agreement. Payment shall be made to the Illinois Department of Natural Resources and remitted in accordance with Section 15 herein. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 9(B) herein.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises to operate, maintain and remove a 42-inch storm sewer and outfall structure only, and such use is subject to the terms and conditions set forth in this Agreement.

2. RESTRICTIONS ON USE: It is agreed that the Premises shall not be used for the storage, disposal processing or burning of refuse, deposition of waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall not alter or modify any existing structure(s) located on the Premises, or modify the land within the Premises, except for authorized use provided for herein, without the prior written consent of IDNR.

It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all rules, regulations and laws now in effect or which may be enacted during the term of this Agreement by any local, state or federal authorities having jurisdiction over the Premises, and to indemnify IDNR for any damage caused by the

violation of any such rules, regulations or laws. It is also understood and agreed that LICENSEE shall have no right, authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises.

Any uses of the Premises not specified in this agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 9(B) herein.

3. RESERVATION OF RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises.

IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

4. OPERATION AND MAINTENANCE: Maintenance of LICENSEE's facilities within the Premises and repair of any damage caused by LICENSEE to the Premises shall be the responsibility of LICENSEE and shall be subject to the reasonable direction and approval of IDNR. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 15 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE. If LICENSEE fails to perform any maintenance function within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and charge LICENSEE for the cost thereof.

5. UTILITIES: If applicable, LICENSEE shall be responsible for the prompt payment of any and all utility bills for services provided to LICENSEE at the Premises.

LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil,

gas, electricity, water or sewer, and is accepting liability for harm to such transmissions running within, across or above the Premises.

During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer.

Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

6. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use. Failure to render the Premises safe for public use is a material breach of this Agreement and may result in termination pursuant to Section 9(B) herein.

7. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

8. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold harmless IDNR, its officers, agents, employees and volunteers, from and against any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to

LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents and employees.

9. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 15 herein.

10. RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the

Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

11. RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the Agreement. IDNR reserves the right to adjust license fee rates on an annual basis to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

12. AMENDMENTS: This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

13. SUPERSESSON: This Agreement supersedes any previous agreements between the parties hereto regarding the Premises. Previous agreements between the parties regarding the Premises shall have no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date of this Agreement.

14. SEVERABILITY: Should any provision of this Agreement be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

15. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:	LICENSEE:
Department of Natural Resources	City of Pekin
Div. of Concession & Lease Management	111 South Capital
One Natural Resources Way	Pekin, Il. 61554
Springfield, IL 62702-1271	
Telephone: 217/782-7940	Telephone: 309-477-2300
Emergency Contact:	Emergency Contact:
Location:	Location:
Telephone:	Telephone:

16. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

17. CERTIFICATIONS: The Certifications attached hereto as Exhibit C shall be incorporated herein by reference.

Agreement Number: 6299
Site Name: Pekin Lake Conservation Area
Location Code: 50-1691-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day
of _____, 20__.

LICENSEE:

City of Pekin

STATE OF ILLINOIS:

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR

Title: Director

Date: _____

By: Todd Rettig, Acting Director

Office of Realty and Environmental Planning

BY: _____

Title: _____

37-6002169

SSN or FEIN No.

Agreement Number: 6299
Site Name: Pekin Lake Conservation Area
Location Code: 50-1691-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of City of Pekin ,
(Lessee or Licensee - Company / Corporation / Municipality)

I certify that _____ is an authorized
(Name of executive of official who will sign the agreement)

representative of said organization and is legally empowered to act on its behalf in
executing this agreement.

Signed: _____
(Person affirming signature authority of
above official; must not be the same
individual)

Title: _____

Date: _____

EXHIBIT "B"

PEKIN

TOWNSHIP RANGES IN RANGE 51 W

— TOWNSHIP RANGES
— COUNTY OF TOWNSHIP RANGES
— RANGES
— TOWNSHIP RANGES



OUTFALL

PEKIN

MARQUETTE
HEIGHTS

NORTH
PEKIN

PEKIN LAKE S.A.
TAEWELL CO.
LICENSE NO. 6299

CONSTRUCTION
LIMITS

202

200

PEKIN TWP

E 1/2 NE 1/4 SEC 34 T25N R 5W

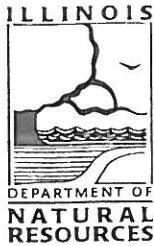


EXHIBIT C

CERTIFICATIONS

Contracts, Grants and Other Agreements

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3. I am a U.S. person (including a U.S. resident alien).

Name: _____

Taxpayer Identification Number:*

Social Security Account Number

or

Federal Employer Identification Number _____

(*) If you are an individual, enter your name and SSAN as it appears on your Social Security Card. If you are completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSAN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.

Legal Status (Check one):

- ☐ Individual
☐ Sole Proprietor
☐ Partnership/Legal Corporation
☐ Tax-exempt
☐ Corporation providing or billing
Home/Cemetery
medical and/or health care services
☐ Corporation NOT providing or
billing medical and/or health care service
classification)
☐ Other: _____

- ☐ Governmental
☐ Nonresident alien
☐ Estate or trust
☐ Pharmacy (Non-Corp.)
☐ Pharmacy/Funeral

(Corp.)
☐ Limited Liability Company
(select applicable tax

- ☐ D = disregarded entity
☐ C = corporation
☐ P = partnership

Hereinafter the term "Contractor" shall be used to refer to the individual or entity entering into the Contract, Grant, or Other Agreement with the Department of Natural Resources and certifying the truth of the information contained herein. Certifications hereunder are applicable to the extent they are required of Contractor by law. Contractor certifies that:

- I. It has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe. (30 ILCS 500/50-5)
- II. It has not been convicted of a felony, or that it has been at least 5 years since the date of completion of any sentence for a felony conviction. If Contractor is not an individual, Contractor certifies no person held responsible by a prosecutorial office for the facts upon which the felony conviction was based continues to have involvement with the Contractor. (30 ILCS 500/50-10)
- III. In accordance with 30 ILCS 500/50-10.5 that no officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or 2 felony under the Illinois Securities Law of 1953, for a period of 5 years prior to the date of the bid or contract. Contractor acknowledges that the Department of Natural Resources shall declare the contract void if this certification is false.
- IV. It, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/ 50-11 and 50-12. Contractor further acknowledges that the Department of Natural Resources may declare the contract void if the preceding certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- V. In accordance with 30 ILCS 500/50-14 that the bidder or Contractor is not barred from being awarded a contract under this Section. The Contractor acknowledges that the Department of Natural Resources may declare the contract void if this certification is false.
- VI. It is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".
- VII. It has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. (30 ILCS 500/50-25).
- VIII. It is not in violation of the "Revolving Door" section of the Illinois Procurement Code. (30 ILCS 500/50-30).
- IX. It will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, Contractors, proposers or employees of the State. (30 ILCS 500/50-40, 50-45, 50-50).
- X. It and subcontractor shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Auditor General, the Agency, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor shall not

impose a charge for audit or examination of the Contractor's books and records. If federal funds are used to pay contract costs, the Contractor must retain its records for five years. If only state funds are involved, three years is sufficient. (30 ILCS 500/20-65).

- XI. It will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and that an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5,000 or more for individuals or entities, and to entities with twenty-five (25) or more employees regardless of amount. (30 ILCS 580/1 et seq.)
- XII. Neither it nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000. (30 ILCS 582/5)
- XIII. In accordance with the State Prohibition of Goods from Forced Labor Act that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (30 ILCS 583/10).
- XIV. In accordance with the State Prohibition of Goods from Child Labor Act that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or part by the labor of any child under the age of 12. (30 ILCS 584/10).
- XV. He/she has informed the Director of the Department of Natural Resources in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor certifies he/she has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).
- XVI. It is not in default on an educational loan. (5 ILCS 385/3). [A partnership shall be considered barred if any partner is in default on an educational loan.]
- XVII. It has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4)
- XVIII. It does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club". (775 ILCS 25/2).
- XIX. It complies with the Illinois Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. (775 ILCS 5/2-105)
- XX. It, its employees and subcontractors comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101) and applicable rules in performance under this Contract.
- XXI. It shall be required, if applicable, to observe and comply with provisions of the Prevailing Wage Act, which applies to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement

Code. (820 ILCS 130/4, 30 ILCS 500/25-60).

- XXII. If applicable, that any steel products used or supplied in accordance with a Contract for a public works project shall be manufactured or produced in the United States, in compliance with the Steel Products Procurement Act. (30 ILCS 565/1)
- XXIII. This agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditures Act, if applicable. (20 ILCS 715/1 et seq.).
- XXIV. It warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period proceeding the procurement lobbying activity.
- XXV. If Contractor is a "Business Entity" as defined in Public Act 95-971 or Executive Order 3 (2008) and this agreement is a "contract" as defined in the Act or a "State Procurement" as defined in the Order, the Contractor certifies that it has read, understands, and is in compliance with the Act and Order and will not make or solicit a contribution that will violate the Act or Order. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Contractors, as well as limitations on political contributions by certain Contractors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer. Executive Order 3 (2008) establishes additional restrictions on political contributions and solicitations by certain Contractors and their affiliate
- a) Contractor further certifies, in accordance with Executive Order 3 (2008), that Contractor will not perform any prohibited act listed in Executive Order 3 (2008)(III)(B), and acknowledges a continuing duty to report to the appropriate State Agency any contributions made by Contractor, or its affiliated entities and persons, during the term of the Contract and for a period of two years after the end of the contract term.
- b) Contractor further certifies, in accordance with Public Act 95-971, that either Contractor is not required to register as a business entity with the State Board of Elections. Or, Contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Contractor acknowledges that the State may declare this Contract void without any additional compensation due to the Contractor if this certification is false or if the Act or Order is violated.

The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR:

BY: _____

TITLE: _____

DHR Public

Contract Number**:

Form approved by IDNR Legal Counsel for use effective January 1, 2009

(**) Department of Human Rights Public Contract Number. Each Contractor having 15 or more employees must have a current Public Contract number or proof of having submitted a completed application. Application forms may be obtained by contacting

the Department of Human Rights, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). In the space provided, show your Public Contract Number or, if not available, the date a completed application for the number was submitted. Contractors with less than 15 employees may indicate "not applicable".



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Ted Miller

AGENDA ITEM: 6-2 (Graffiti)

AGENDA DATE REQUESTED: October 12, 2010

ACTION REQUESTED: Adoption of the proposed graffiti ordinance.

BACKGROUND: Over the past several years we have begun to accumulate more graffiti around the city. While we do catch some offenders and prosecute them accordingly under state statute, adoption of a city ordinance would give us the ability to deal more concisely with the problem from a number of perspectives: It would allow us to utilize a broader range of enforcement actions for a potential violator and would also allow us to remove graffiti from private property when absolutely needed.

FINANCIAL IMPACT: Negligible

NEIGHBORHOOD CONCERNS: Adoption of the ordinance would allow us to potentially maintain cleaner and safer neighborhoods.

IMPACT IF APPROVED: Enhanced public safety.

IMPACT IF DENIED: Accumulation of graffiti in the city.

ALTERNATIVES: Status Quo.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe and prosperous community.

REQUIRED SIGNATURES

Department Director



10-6-10

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 2
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING GRAFFITI**

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

WHEREAS, the City 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 City Council has determined that Graffiti detracts from the City image of a clean, safe and prosperous community; and

WHEREAS, the Council of the City of Pekin believes that Graffiti gives the impression of serious gang activity to the casual observer; and

WHEREAS, the City Council has determined that Graffiti, left intact, invites more graffiti; and

WHEREAS, the City Council recognizes that studies indicate that remediation is the most effective graffiti deterrent; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City Code to include graffiti as an offense ; and

WHEREAS, the City Council finds that the inclusion of graffiti as an offense is necessary and advisable to protect the public and public order.

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

1. That Title 6, Chapter 2, Section 3 be amended by the inclusion of 6-2-3-8 as follows:

6-2-3-8: GRAFFITI

Definitions:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the content clearly indicates a different meaning:

AEROSOL PAINT CONTAINER means any aerosol container that is adapted or made for the purpose of applying spray, paint or other substances capable of defacing property.

BROAD-TIPPED MARKER means any felt tip indelible marker or similar implement with a flat or angled writing surface that, at its broadest width, is greater than one-quarter of an inch, containing ink or other pigmented liquid that is not water soluble.

ETCHING EQUIPMENT means any tool, device or substance that can be used to make permanent marks on any natural or man-made surface.

GRAFFITI means any inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted or engraved on or otherwise affixed to any surface of public or private property by any graffiti implements not authorized in advance by the owner or occupant of the property.

GRAFFITI IMPLEMENTS means an aerosol paint container, a broad-tipped marker, paint stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or man-made surface.

PAINT STICK means any device containing a solid form of paint, chalk, wax, epoxy or other similar substance capable of being applied to a surface by pressure and leaving a mark of at least one-eighth of an inch in width.

PROHIBITED ACTS

Defacement. It shall be unlawful for any person to apply graffiti to any natural or man-made surface on any City owned property or, without the permission of the owner or occupant, on any property not owned by the City.

Possession of graffiti implements. It shall be unlawful for any person to possess any graffiti implement while on public property, or on private property with intent to use in violation of this ordinance.

ABATEMENT

When graffiti is found upon any property, the Chief of Police or Director of Code Enforcement or their designees shall post a notice on the property and send a written notice to the owner of the property by first class mail. Said notice shall notify the owner that the owner has ten (10) days in which to remove the graffiti; grant permission to the City to remove the graffiti at the City's expense; or notify the City that the markings on his or her property were authorized in advance and therefore are not graffiti. If, after ten (10) days from the posting and sending of said notice, the property owner fails to remove the graffiti, grant permission to the City to remove the graffiti; or notify the City that the markings are not graffiti, then the City may remove the graffiti at its expense. If the property owner is at the property to receive the aforementioned notice personally, then the posting and mailing of said notice shall not be necessary.

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 _____, 2010; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Ted Miller

AGENDA ITEM: 6-2-12 (Over the Counter Fines)

AGENDA DATE REQUESTED: October 14, 2010

ACTION REQUESTED: Adoption of ordinance change adding Graffiti, Animal Violations, False Alarms and "Presence on Riverfront Area" to be paid as "over the counter" fines.

BACKGROUND: A number of years ago the city adopted "over the counter fines" for certain minor violations of the city code. This method of handling minor violations has proven expeditious for the court system as well as the violator, in that they (citizens) have the ability to simply come to the police department and pay their penalty rather than appear in OV court. This ordinance change merely allows four (4) additional ordinance violations to be settled in this manner.

FINANCIAL IMPACT: Negligible

NEIGHBORHOOD CONCERNS: None Noted

IMPACT IF APPROVED: Adoption would allow for a more expeditious functioning of the OV process.

IMPACT IF DENIED: Citizens would have to go to court on minor violations resulting in more burdens on the court system and our legal staff.

ALTERNATIVES: Leave the violations exclusively in the court process.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe and Prosperous Community

REQUIRED SIGNATURES

Department Director

LTa Mally 10-6-10
Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 2, SECTION 12
OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING OFFENCES /
MISDEMEANORS,
CITATIONS CHARGING VIOLATION OF CERTAIN ORDINANCES AND
SETTLEMENT BY PAYMENT OF FINES**

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

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly
published in book form, contains within it Title 6, Chapter 2, Section 12 on
Offenses/Misdemeanors

WHEREAS, the City Council has determined that it is in the best interests of the City to
amend Title 6, Chapter 2, Section 12, Citations Charging Violation of Certain Ordinances and
Settlement by Payment of Fines with the addition of certain offenses as follows: Graffiti;
Animals, Noise, Odor, Nuisance; Animals at Large Prohibited; False Alarms and Presence on
Riverfront Area or West Boat Ramp; and

WHEREAS, it is in the best interests of the health, safety, and welfare of the residents of
the City of Pekin, Tazewell County, Illinois that violations of certain ordinances under
Offenses/Misdemeanors be settled by payment of fines at the Pekin Police Department, waiving
a court appearance.

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

That Title 6, Chapter 2, Section 12 of the Code of the City of Pekin, Tazewell County,
Illinois be, and the same hereby is, amended by the addition of offenses that may be settled by
payment of fines as follows:

OFFENSES INVOLVING PUBLIC ORDER

6-2-3-1:	Disorderly Conduct; Disturbances	\$150.00
6-2-3-2:	Assault, Battery and Affray	\$200.00
6-2-3-3:	Reckless Conduct	\$200.00
6-2-3-4:	Unlawful Assemblies; Mob Actions	\$200.00
6-2-3-5	Obstruction; Resisting Officers	\$200.00

6-2-3-6	Obstructing Stairways or Exits	\$300.00
6-2-3-7	Unlawful Possession of Contraband	\$200.00
6-2-3-8	Graffiti	\$200.00

OFFENSES INVOLVING HEALTH, SAFETY AND CHILDREN

6-2-4-5:	Confiscation and Disposition of Weapons	\$200.00
6-2-5-1:	Nuisances; Creating; Maintaining	\$250.00
6-2-5-2:	Fires	\$250.00
6-2-5-3:	Possession of Cannabis (under 10 grams)	\$400.00
6-2-5-3a:	Drug Paraphernalia	\$300.00
6-2-5-4:	Sniffing or Inhaling of Intoxicants Prohibited	\$300.00
6-2-5-5:	Public Consumption of Alcoholic Beverages	\$300.00
6-2-5-6:	Fireworks	\$200.00
6-2-5-7:	Loud, Disturbing and Unnecessary Noises	\$200.00
6-2-5-8:	Stench Bombs, Nauseous Gases and Substances	\$200.00
6-2-5-9:	Throwing Missiles or Bottles	\$200.00
6-3-6	Animals, Noise, Odor, Nuisance	\$ 75.00
6-3-15a	Animals at Large Prohibited	\$ 75.00
6-8G-4	False Alarms	\$ 75.00

OFFENSES INVOLVING PROPERTY

6-2-7-2	Trespass to Land and Buildings	\$150.00
6-2-7-3	Malicious Mischief for Destruction	\$150.00
6-2-7-4	Coin-Operated Devices; Slugs, Tampering	\$150.00
6-2-7-5	Trespass to Vehicles	\$200.00
6-3-13	Presence on Riverfront Area or West Boat Ramp	\$ 75.00

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

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

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

BE IT FURTHER PASSED AND APPROVED at a regular meeting of the City

Council of the City of Pekin, this ____ day of _____, 2010; and upon roll call the vote
was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2010

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council

CC: City Manager -City Clerk

From: Leigh Ann Matthews, Economic Development Director

AGENDA ITEM: PEDIF Loan Guaranty for Century Railroad Builders, Inc.

AGENDA DATE REQUESTED: October 12th, 2010

ACTION REQUESTED: Approval for PEDIF (Pekin Economic Development Investment Funds) to guaranty a loan amount to Century Railroad Builders, Inc. for \$17,700.

BACKGROUND: Business owners Jim Chambliss and Barbara Chambliss have been in the rail track maintenance business for over 35 years and want to open up their own business here in Pekin to service the state of IL and portions of Indiana in providing service to private industries, short line railroads and state owned rail sidings and spurs with track inspections, maintenance work and new track construction. Century Railroad Builders, Inc. is working with F&M Bank and has an approved SBA loan for 85% of their \$118,000 total loan amount. City of Pekin was approached by F&M for any financial assistance since the business will be located at 703 S. 2nd Street. Jim Chambliss met with the EDAC to review his business plan and financial gap of 15% of \$118,000 or \$17,700. The EDAC looked at the job creation of 8-10 FTE with a monthly payroll of \$22,000 with business projections of 15 FTE head of household jobs by end of year one and a new business to locate in Pekin as a good fit for PEDIF and recommends a loan guaranty of \$17,700 to Century Railroad Builders, Inc. with a legal commercial guaranty. To secure the PEDIF commercial guaranty, the City has established a security agreement with a Century Railroad business investor (Tim Hancher) that establishes a lien on Tim Hancher's financial account to re-pay any of \$17,700 that the City may pay towards the loan.

FINANCIAL IMPACT: \$17,700.00 guaranty (not a loan) from PEDIF which is secured with a lien on a financial account of the business investor (Tim Hancher) in Century Railroad Builders, Inc. For example, looking at worst case if the business fails day one, the \$17,700 from PEDIF will be issued to pay off the 15% of the loan which then is replaced through the City's agreement with Tim Hancher (business investor) to re-pay the City's PEDIF fund.

IMPACT IF APPROVED: Century Railroad Business to open business in Pekin and employ 8-10 FTE with projections of full staff of 15 FTE by end of year one from business opening.

IMPACT IF DENIED: Century Railroad Builders, Inc will not have an approved loan dollars and will not be able to open business.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Reviewed and recommended by the EDAC (Economic Development Advisory Committee).

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date