



City of Pekin

REGULAR COUNCIL MEETING OF SEPTEMBER 24, 2007
5:30 P.M.

I. CALL TO ORDER

Mayor Pro Tem Sue Ann Kortkamp

II. PLEDGE OF ALLEGIANCE

ROTC and Broadmoor Junior High School Students

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 10, 2007.*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

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

VII. CONSENT AGENDA

- 1. Monthly Reports and Minutes: Building Report, LADD Minutes Dated August 16, 2007, T/PCCC Monthly Report for July and August, Fire Reports for July and August, and Traffic Safety Minutes Dated September 7, 2007**
- 2. Charitable Solicitation: Amvets collection of non-perishables for food pantry**
- 3. Receive and File Resignation of Fred A. Miri from the Economic Development Advisory Committee**
- 4. Resolution No. 15-07/08 – Mayor's Appointment of Charles Skip Schermerhorn to the Economic Development Advisory Committee to fill the unexpired term of Fred A. Miri until the first Monday in May 2008.**
- 5. Receive and File Planning Commission Minutes Dated September 12, 2007**
- 6. Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #07-1744 (revised) – recommends the rezoning of property pending Annexation in the proposed Wedge Development Tract 1, from RM-1 with an RT designation to RV-1 (original received by Council 08-27-09)
 - b. Hearing #07-1748 – recommends the zoning of South 5th Street Properties, Lots 1-3 to R-2 (Single Family Residential)

- c. Hearing #07-1750 – recommends the amendment of Ordinance 9-10B-1/Parking as presented with corrections in wording to 9-20B-1-4E “vehicular parking” to complete the paragraph (Hearing #07-1747 additional code changes received by Council 08-13-07)
Action to be taken under New Business.

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. Snow Removal Report

PRESENTATION: Superintendent of Streets David Pagliaro

NO ACTION REQUIRED:

2. Illinois River Sweep Report on clean-up of Pekin riverfront

PRESENTATION: Mark Werner

NO ACTION REQUIRED:

IX. NEW BUSINESS

1. Ordinance No. 1568-A166-07/08 – Providing for the Zoning of Certain Property

1606 South Fifth Street, 1618 South Fifth Street, and 1620 South Fifth Street

DESCRIPTION: Zoning assignment of R-2 for three annexed residential properties on 5th Street.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

2. Ordinance No. 2532-OA -07/08 – Amending Title 9, Chapters 10, and the Schedule of Regulations of the Code of the City of Pekin 1995 Regarding Zoning / Parking Front Yard (JW)

DESCRIPTION: Pekin Planning Commission reviewed and recommended to change the language in the zoning code regarding front yard parking.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

3. Ordinance No. 2533-07/08 – Accepting an Agreement to Purchase and Authorizing the Purchase of Real Property (DK)

DESCRIPTION: Acquisition of 6.6 acres of property from Veterans Drive Investments, LLC for acquisition of right-of-way for Veterans Drive.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

4. Contract for Cell Phone Service (DK)

DESCRIPTION: A Request for Proposal was sent to determine if rates and charges being paid could be Contracted at a lower amount. Three bids were received. Manager recommends Verizon package.

ACTION: Motion to authorize the City Manager to enter into a contract for cell phone service with Verizon Wireless.

VOTE REQUIRED

5. Recycling Grant Agreement with Tazewell County

(GR)

DESCRIPTION: Agreement for the County to provide a grant in the amount of \$67,000.00. All Funds to be used in support and connection of the County Recycling Program.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

6. Addendum to Engineering Agreement with STS for Parkway Drainage

(JW)

DESCRIPTION: During negotiations one owner did not want to allow a permanent easement. To relocate the outlet pipe and obtain additional right-of way from District 108, design of the storm drainage plan is requested in the amount of \$7,700.

ACTION: Motion to approve the addendum to the agreement.

VOTE REQUIRED

7. Proclamation: "Save James Field" Month of October 2007

DESCRIPTION: Mayor Tebben proclaimed October as "Save James Field" to bring awareness to the community of plans to save part of Pekin history.

ACTION: Motion to receive and file the proclamation.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members

Staff

Public Questions

Press Time

XI. ADJOURNMENT

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

NO VOTE REQUIRED

NEXT COUNCIL MEETING TUESDAY OCTOBER 9, 2007

4

**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 10, 2007 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

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

ABSENT: NONE

The **Pledge of Allegiance** was led by Airborne Infantry Captain Brian Iler Ziegenbein.

Roll was called and all Council Members were present.

Agenda

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

Motion by Council Member Abel, seconded by Council Member Dunn, that the **minutes of the Regular City Council Meeting of August 27, 2007, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

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

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

- 1. Monthly Reports and Minutes: Police Department August Report**
- 2. Heart of Illinois Homeless Continuum of Care 10 Year Plan to End Chronic Homelessness Endorsement and Agreement to Participate.**

On roll call vote, all present voted Aye.

New Business

An overview of the following three annexation ordinances was given by City Manager Dennis Kief. He informed Council that multiple property owners were involved in requesting to be annexed for a proposed significant development between Broadway and Sheridan on both sides of California Road. He indicated that the agreements contained coordination of necessary infrastructure extensions and oversizing of sewers. Negotiations included imperative established right-of-way for extension of Veterans Drive and widening of Broadway Road.

ORDINANCE NO. 2529-07/08

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT
(SANGALLI)**

Motion by Council Member Dunn, seconded by Council Member Blanchard, that Ordinance No. 2529-07/08 be adopted. Agreement with Amelia Sangalli to annex 40 acres. On roll call vote, all present voted Aye.

ORDINANCE NO. 2530-07/08

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT
(UEHLING)**

Motion by Council Member Kortkamp, seconded by Council Member Jones, that Ordinance No. 2530-07/08 be adopted. Agreement with Gordon A. Uehling, Jr. to annex 7.548 acres. On roll call vote, all present voted Aye.

ORDINANCE NO. 2531-07/08
AN ORDINANCE APPROVING ANNEXATION AGREEMENT
(WEDGE)

5

Motion by Council Member Dunn, seconded by Council Member Blanchard, that Ordinance No. 2531-07/08 be adopted. Agreement with Veteran Drive Investments, LLC, an Illinois Limited Liability Company, William J. Leman, Trustee of LeTrout Land Trust dated February 27, 1998, and Wedge Development, LLC, an Illinois Limited Liability Company to annex 135.771 acres.

Corporation Counsel Burt Dancey requested that an amendment be offered to the agreement to which the developers agreed to petition for the annexation of the acres excepting 200 feet requested to be used for game hunting until the construction of Veteran's Drive begins or within 10 years which ever occurs earlier, at which time a petition for the 200 feet would be executed. The following language was presented:

2. PETITION FOR ANNEXATION

WEDGE, VETERANS and LETROUT shall, within ninety (90) days from the date of this Agreement, execute a petition for annexation of the PROPERTY to CITY in substantially the form set forth in Exhibit "J" attached hereto and incorporated herein by reference, excepting the easterly 200 feet of even width off of Tract 3 and Tract 4. WEDGE, VETERANS and LETROUT shall, within ten (10) years from the date of this Agreement or until the beginning of any construction of Veterans Drive on Tract 3 or Tract 4, whichever occurs earlier, execute a petition for annexation of the remaining easterly 200 feet of even width off of Tract 3 and Tract 4 to CITY. For each of the aforementioned petitions, WEDGE, VETERANS and LETROUT agree to provide to CITY an annexation plat, in satisfactory form for recording, which encompasses the tracts being annexed. Immediately upon execution of each petition respectively, WEDGE, VETERANS and LETROUT shall file the petition with the Pekin City Clerk and shall cooperate with CITY to bring about annexation in accordance with the procedures set forth in 65 ILCS 5/7/1-8.

Motion by Council Member Dunn, seconded by Council Member Jones, that Ordinance No. 2531-07/08 – An Ordinance Approving Annexation Agreement (Wedge) be amended as indicated. On roll call vote, all present voted Aye. The Chair called for the vote on the ordinance as amended. On roll call vote, all present voted Aye that Ordinance No. 2531-07/08 be adopted.

Motion by Council Member Jones, seconded by Council Member Kortkamp, that the **CITY MANAGER BE AUTHORIZED TO ENTER INTO A CONTRACT FOR LONG DISTANCE PHONE SERVICE WITH GALLATIN RIVER COMMUNICATIONS.** City Manager Dennis Kief advised Council that Request for Proposals were sent to determine if rates and charges being paid could be contracted at a lower amount. Two quotes were received and he recommended a 2-year agreement with the low bidder at \$.035/minutes with no minimum usage charge. Comments were received from Council Member Jones as to use of landline phones for long distance calls when department heads have been issued cell phones. Council Member Blanchard questioned if long distance service could be provided with Internet service in a less expensive package. It was reported that offer did not apply to business use. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Jones, that the **BID FOR THE WEST RIVERFRONT BOAT ACCESS IMPROVEMENTS** be approved and the contract awarded to Otto Baum Company in the amount of \$170,098.90. Public Works Director Joe Wuellner briefed Council on the construction of a new concrete boat dock, piling and collateral work, grading, aggregate compaction of the area parking lot with guardrail construction. Mr. Wuellner advised that the estimate for the project was \$170,000.00. The City had received a grant from IDNR for \$125,000.00. The project was originally budgeted for \$140,000.00. Because of the two-year discussions of changed and acceptable location north of the bridge and parallel access to the river, during low tide conditions, cost had increased. Council Member Blanchard expressed concern of the amount of money being spent. It was brought to Council's attention the concern of the Pekin-LaMarsh Drainage & Levee District that the number of people at the dock would increase trespassing on their adjoining property representing an additional \$30-\$40,000.00 expenditure. Council generally agreed to the additional \$30,000.00 from the General Fund for the Boat Access Improvements Project. On roll call vote; Ayes, Jones, Kortkamp, Abel, Dunn, and Tebben; Nays, Strand and Blanchard. Motion Carried.

Motion by Council Member Strand, seconded by Council Member Jones, that the **BID FOR THE COURT**

STREET AND BARNEY AVENUE AND COURT STREET AND VOGEL DRIVE INTERSECTIONS PROJECT be approved and the contract awarded to Illinois Civil Contractors, Inc., in the amount of **6** \$60,991.00. Public Works Director Joe Wuellner recommended accepting the low bid for the replacement of existing concrete, median and curbs. The rough intersection had deteriorated causing problems not only with the surface but also with the traffic signal loops. Council questioned the unfunded emergency repair. Mr. Wuellner indicated the estimate of the improvement project was \$80,000 and could be funded from the available money from the annual street maintenance. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Manager Dennis Kief announced that the City would hold the 6th annual September 11^h Remembrance in the Council Chambers on Tuesday. The public was invited.

He next distributed a draft franchise agreement with Illinois American Water Company pursuant to a request to report on the status of the negotiations. Mr. Kief asked for comments and direction from Council Members on how to proceed regarding IAWC proposal to raise the water rate in Pekin area by 26.7 percent.

Council Members expressed concerns about the water rate increase. Council Member Blanchard stated he was against an increase but questioned taking objections before the Illinois Commerce Commission when the same action wasn't taken in response to Ameren/CILCO cost increase. Council Member Abel noted the utility increase was opposed with legislators in Springfield. Attorney Dancey advised that previous efforts with the ICC have had impact on the ultimate increases. Mayor Tebben, referring to millions spent including \$120,000 Meadowlawn water line extension, indicated that IAWC needed to provide accurate expenditures for the City to stand behind the rate adjustment. Council generally agreed to formally oppose the rate hike.

Mr. Kief advised that information was furnished each Council Members in response to the direction given him to report on the City of Pekin Snow Removal Plan.

He informed Council that Traffic Safety Committee had reviewed restricted parking hot spots and that Council Members would be provided the list of streets from the August 17, 2007 work session.

Council Member Strand announced that State Representative Mike Smith would conduct an overview of the Illinois budget cuts made by Governor Blagojevich at the Pekin Public Library on September 12th at 6:00 p.m. The City of Pekin local project of significance that was cut was the \$100,000 for construction and repair of Derby Street sidewalks.

Council Member Strand raised questions after referring to an article in the *Pekin Daily Times*. Council Member Blanchard was quoted regarding staff attendance and expense of the Illinois Municipal League Annual Conference. City Manager Denny Kief responded to the Council that those department heads that had budgeted for the conference would be attending. He felt the conference was invaluable to the City. Council Member Strand questioned why only one Council Member was quoted in the article. She then expressed her view in support of having the opportunity to participate in the governmental education offered by the League. Mayor Tebben echoed those views that the sessions were on timely subjects.

Council Member Blanchard spoke of the success of the Marigold Festival events. Other members expressed appreciation for the nice weekend.

Police Chief Gillespie advised Council of the death of former Chief Don Smith and officer John Long. Condolences were offered to the families.

Council Member Dunn expressed concern for the safety of pedestrians crossing Parkway Drive to and from Coal Miners Park.

Mark Werner Pekin Captain of the Illinois River Sweep sponsored by Friends of the Illinois River announced the details of the cleanup of the river on Saturday, September 15, 2007 with registration at the Pekin Boat Club at 8:00 a.m.

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

At 6:48 the Council next met for a work session on strategic planning. The purpose of the meeting was **7** narrow the scope of projects and objections the Council had set at the annual retreat in August. Mayor Tebben told Council that the televised session was to give local residents an idea of the inner workings of Council itself and the different perspectives of its member on what might be best of the future of Pekin. Topics listed at the Council retreat under Prosperous Community, Safe Community, Strong Foundation, High Quality of Life, and Effective Government were discussed, prioritized or combined with like goals. Facilitator Rodney McDougalle would formulate the Council's priority points into a document. Council indicated that at a future date members would meet jointly with staff to further discuss and define a Conceptual Plan for the City of Pekin.

No further business to come before the Council a motion was made by Council Member Strand, seconded by Council Member Abel, that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 8:12 P.M.

Sue E. McMillan
City Clerk

BUILDING REPORT 2007

BUILDING REPORT 2007																					
MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG PERMITS										
JANUARY	6.00	\$1,096,940	2.00	\$1,600	1.00	\$1,000	15.00	\$2,04,945	3.00	\$9,000	\$1,313,485	27.00									
FEBRUARY	2.00	\$524,230			3.00	\$425,692	6.00	\$39,235	3.00	\$57,000	\$1,046,157	14.00									
MARCH	12.00	\$2,089,742	3.00	\$44,160	14.00	\$1,126,188	16.00	\$123,472	19.00	\$26,867	\$3,431,429	66.00									
APRIL	7.00	\$1,282,942		1.00	\$24,000	\$75,200	14.00	\$107,306	20.00	\$80,190	\$1,593,088	50.00									
MAY	5.00	\$905,317	2.00	\$301,400	2.00	\$155,000	27.00	\$221,945	57.00	\$108,519	\$1,753,881	99.00									
JUNE	5.00	\$791,880	2.00	\$301,400	6.00	\$39,675	9.00	\$64,600	50.00	\$112,241	\$1,640,181	79.00									
TOTAL 6 MO. 37.00 6,691,051.00 17.00 157,740.44 4.00 602,800.00 3.00 346,055.00 30.00 1,822,755.00 87.00 761,503.30 152.00 393,316.69 5.00 2,500.00 0.00 0.00 \$10,778,221 335.00																					
JULY	4.00	\$742,377	6.00	\$77,595	1.00	\$1,050,000	15.00	\$74,016	50.00	\$131,194	\$2,075,182	76.00									
AUGUST	8.00	\$1,247,251	3.00	\$7,589	1.00	\$13,000	9.00	\$163,181	24.00	\$171,753	\$1,692,513	72.00									
SEPTEMBER									2.00	30,000.00	\$0	0.00									
OCTOBER											\$0	0.00									
NOVEMBER											\$0	0.00									
DECEMBER											\$0	0.00									
TOTAL 12 MO. 12.00 \$1,989,628 9.00 \$85,184 0.00 \$0 2.00 \$1,063,000 9.00 \$163,181 39.00 \$245,769 75.00 \$190,933 0.00 0.00 30,000.00 0.00 \$3,257,021 148.00																					
YEAR	49	\$8,680,679	26.00	\$242,924	4.00	\$602,800	5.00	\$1,409,055	39.00	\$1,985,936	126.00	\$1,007,272	227.00	\$584,750	5.00	2,500.00	2.00	30,000.00	0.00	\$14,545,917	483.00

LADD Meeting August 16, 2007 Minutes

Members Present: Guidotti, Wehr, & Wuellner. Also present: Thomas Cullen

Spike called the meeting to order at 3:00 pm. Tom gave an update on the response from the Attorney General's office regarding the revised permit. It has been revised to what we asked for in that we need to remove the berm, level the site, and seed. Spike will contact a few contractors to get quotes. Tom will talk to Rick Evans about taking the property back now with the understanding that he will have to do the restoration. The current agreement on re-selling the property to him runs through November. Committee still intends to seek financial assistance from Cochran-Wilkin on the closure costs.

Ken gave a brief financial report.

The contract with Dave Milam which runs through 2009 at \$2,000 per month was discussed. Another individual asked to use the silt for topsoil but the contract is worth \$26,000 to LADD over the remainder of the contract. Have received one payment from Dave but Ken will send another bill.

Spike stated that there is still a concern over the amount of debris coming into the stilling basin. He talked about possibly putting chain link fencing in front of the pipe going to the basin and then the city being responsible for cleaning it and the ditch. Joe pointed out that this could cause a serious backup when the fencing became clogged with debris. Spike is trying to find a contractor to clean out the basin.

Spike said that one of the residents got an eye infection which was attributed to the bacteria in the lake. He and Ken feel that the city is responsible to notify the residents when bacteria levels are high. Joe stated that after all the sampling and testing performed last year, it was noted that bacteria levels go up after a rain and residents were given this information and advised to avoid contact for a few days after a rain.

Spike has been talking with a few contractors on doing the shoreline stabilization work. This work needs to be completed in order to close out the grant received for it and ditch work. Funding for the work is minimal due to the cost to do the ditch.

Spike asked if Ron Matthews could be added to the commission. Joe stated that the commission size was set by the court but Ron was always welcome to attend since the meetings were open to the public.

Spike called the meeting to discuss the status of the retention pond area. Meeting was closed with no further business at 4:30pm.

Next meeting: None scheduled at this time.



Tazewell / Pekin Consolidated Communications Center
1130 Koch St. Pekin, IL 61554 • Office (309) 478-5400 Fax (309) 477-0302

TPCCC MONTHLY STATISTICAL REPORT

Month July 2007

Number of phone calls received 28,840

Number of 9-1-1 Calls 1,903

Number of calls dispatched (all agencies) 5,480

*= Included in total # Of calls received

Additional Comments:


Steven F. Thompson, ENP
Director



Tazewell / Pekin Consolidated Communications Center
1130 Koch St. Pekin, IL 61654 • Office (309) 478-5410 Fax (309) 477-2302

TPCCC MONTHLY STATISTICAL REPORT

Month August 2007

Number of phone calls received 28,132

Number of 9-1-1 Calls 1,885

Number of calls dispatched (all agencies) 4,972

*= Included in total # of calls received

Additional Comments:

Steven F. Thompson, ENP
Director



City of Pekin

August 2, 2007

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department July 2007 report, plus a summary of June 2007.

Chuck Lauss
Fire Chief
City of Pekin Fire Department

During the month of July 2007, the Pekin Fire Department responded to 305 calls, total dollar loss was \$84,300.00.

During the month of July (approximately 75.32%) were emergency medical calls, 75 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms, brush fires, 2 structure fires, 2 vehicle fires which required extinguishment and/or investigation by fire fighting personnel.

During the month of July 2007, the Pekin Fire Department responded to 305 calls, total dollar loss was \$84,300.00.

During the month of June 2007, the Pekin Fire Department responded to 310 calls, no dollar loss for this month.

During the month of June (approximately 70.96%) were emergency medical calls, 90 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms 6 brush fires, 1 dumpster fire which required extinguishment and/or investigation by fire fighting personnel.

During the month of June, the Pekin Fire Department responded to 310 calls, with no dollar loss.

On July 3, 2007 Fire Fighters responded to a report of a fire in a manhole at Broadway and Sabel Streets. Upon arrival found the lid blown off, with fire and smoke showing. Upon arrival found light smoke and small flame in an electrical device. Fire was not extinguished and allowed to burn its self out. Cilco personnel arrived on scene and determined scene to be safe. Scene turned over to Cilco for repairs. Total dollar loss was approximately \$1,000.00.

On July 6, 2007 Fire Fighters responded to a report of garbage truck fire at Willow and Maywood. Upon arrival found fire was extinguished by driver using portable extinguisher. Fire appeared to be electrical in origin. A large electrical wire was burnt in half and hanging down on exhaust and also on the ground. We finished extinguishing and driver rolled vehicle off to the side of the roadway. Total dollar loss was approximately \$500.00.

On July 9, 2007 Fire Fighters responded to investigate a dryer fire that occupant had put out at 1515 Howard Ct. When we arrived on scene there was no fire. Disconnected the dryer and took it outside. Fire was possible caused by a bad gas line on the inside of dryer. Total dollar loss was approximately \$200.00.

On July 12, 2007 Fire Fighters responded to a structure fire at 1408 Janssen Street. Upon arrival found flames coming from a covered patio/storage area attached to a garage. Lattices, ceiling and walls were burning. The garage was unattached from the main residence. Firefighters were unable to make a quick access through the locked overhead garage door, so a section of 6 foot high wooden fence was forcibly removed to gain access to the backyard and fire. Fire was extinguished with a 1 ¾ inch hose line. Upon investigation it was determined that the fire started in a 30-gallon plastic garbage can on the covered patio. Resident stated that cigarette butts had been dumped into the garbage can earlier in the evening. Total dollar loss was approximately \$2,200.00.

On July 17, 2007 Fire Fighters responded to a hot smell and smoke at 1234 S. 4th Street. Upon arrival the owner said she had just come home and went upstairs and turned on a light/fan combo when it sparked and a lot of the lights upstairs went out. We looked in the attic with the thermal imager and at the fan, found nothing. We also checked the fuse box and found that breaker had been blown. Re-set it and found that every thing worked except fan. Total dollar loss was approximately \$100.00.

On July 20, 2007 Fire Fighters responded a motorcycle on fire at N. 3rd. and Margaret Streets. Upon arrival fire had been extinguished with a portable fire extinguisher. Fire originated due to a leak from a line from the oil tank. Total dollar loss was approximately \$300.00.

On July 26, 2007 Fire Fighters responded to a structure fire at 1200 Mechanic behind the fire station on Derby Street. At 1523 engineer Toyne informed the Captain that the building to the rear of the fire station was on fire. Went outside the station to the rear of the building. The pole barn type construction building had light gray smoke coming from the eaves on the east side. Upon arrival at the building, fire had vented through the roof on the south east corner with heavy black smoke coming from the building. The building and contents appeared to be a total loss, the fire is under investigation with investigators on scene prior to clearing the scene. Total dollar loss was approximately \$80,000.00.

Total calls for the month of July were 305 and are as follows:

Fires	14
Rescue and EMS	230
Hazardous Materials	7
Other types of calls	54

Total dollar loss for the month of July was approximately \$84,300.00.

Total calls for the month of June were 310 and are as follows:

Fires	17
Rescue and EMS	220
Hazardous Materials	11
Other types of calls	62

There was no dollar loss for month of June.

Pekin Fire Department Training Division

Training report for the month of July 2007

August 7, 2007

This has been a busy month with a wide variety of training topics. We began the month learning how to use the foam system on the new Engine 2. We found that the system is easy to operate and very effective.

Four Pekin Fire fighters were certified as scuba divers at Lake Whitehurst. This was a continuation of classes they took last year.

We were involved with a private company hired by Midwest Generations to train all Fire fighters who may have to respond to a generating power station incident. This session was an awareness of the potential hazards we could encounter in the electrical switchyard area of the plant.

We were able to practice our search and rescue skills in a vacant house scheduled for demolition. We had scenarios in which the search team had to locate a lost victim. I think we all learned some valuable lessons in some mistakes we made. We also were able to get on the roof to practice our ventilation skills.

The Peoria Dive Team met us at Lake Whitehurst to work with them on water rescue procedures. This is always a refreshing drill as the summer heat is at it's worst.

July 2007 Vehicle Report

15

Fire 3 transmission repaired
All mobile radios, portable radios, and Knox boxes reprogrammed
Truck 1 cylinder rebuilt on waterway
Truck 1 Radios and Knox box removed
Tower 3 rear rotator replaced
Fire 1 new tires and rack and pinion replaced
Engine 2 warranty work
New generator for HAZMAT trailer assembled

This is a brief overview of July 2007 and June 2007' events from the City of Pekin Fire Department.
If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

September 6, 2007

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department August 2007 report, plus a summary of July 2007.

Chuck Lauss
Fire Chief
City of Pekin Fire Department

During the month of August 2007, the Pekin Fire Department responded to 319 calls, total dollar loss was \$2,500.00.

During the month of August (approximately 71.92%) were emergency medical calls, 91 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms, brush fires, 1 structure fire, 1 vehicle fire which required extinguishment and/or investigation by fire fighting personnel.

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During the month of July (approximately 75.32%) were emergency medical calls, 75 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms, brush fire, 2 structure fires, 2 vehicle fires which required extinguishment and/or investigation by fire fighting personnel.

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loss was \$84,300.00

On August 21, 2007 Fire Fighters responded to investigate a storage unit fire at 205 Main Street. Upon arrival found door open that had been closed with wire to keep door closed. Find approximately a 10x10 foot empty storage area that had a recent fire in the left far corner when looking from the door. Found items that consisted of light bulbs, batteries, and old papers that had burned. 2 separate burn patterns noted, with one in a corner configuration that had burned up and out until the fuel load had been used up. Just anterior to the corner configuration was burn pattern that appeared to have started approximately 4-5 feet in front of other with some cloth type materials. No pour patterns were noticed.

Damage to the unit consisted of the dry-wall that was in the corner, and opened up the drywall to ensure there was no extension into the rest of the units. There was also significant smoke and heat damage to that unit. Light bulb still in place, and not deformed that sits just inside the door to the right. Some flaming embers found and were extinguished with a water extinguisher. No witnesses were found outside of unit, and no other units were found to be damaged. Total dollar loss was approximately \$500.00.

On August 22, 2007 Fire Fighters responded to a car fire at Derby and S 5th Streets. Upon arrival found a 97 Grand Am with the engine compartment on fire. We tried to pop the hood and it would not open so we used pry-bars to get it open, and we put the fire out, it did not get into the passenger area. Total dollar loss was approximately \$1,000.00.

On August 26, 2007 Fire Fighters responded to a small fire in computer room at 1405 Delray Street. The owner put the fire out with water before we arrived. There wasn't even any smoke when we got there. She had left a candle burning and left the room for a while. She thinks the ceiling fan blew some loose paper onto her candle while she was away from the room. The fire burnt the outside of a box and the tops of the papers that were inside the box. The underneath side of the computer desk was burnt. The cord for a light was also burnt. Total dollar loss was approximately \$1,000.00.

Total calls for the month of August were 319 and are as follows:

Fires	12
Rescue and EMS	228
Hazardous Materials	18
Other types of calls	61

Total dollar loss for the month of August was approximately \$2,500.00.

Total calls for the month of July were 305 and are as follows:

Fires	14
Rescue and EMS	230
Hazardous Materials	7
Other types of calls	54

Total dollar loss for the month of July was approximately \$84,300.00.

Pekin Fire Department Training Division

Training report for the month of August 2007

We completed our training with the Peoria Fire dive team at Lake Whitehurst. We reviewed protocols and their equipment in case a water rescue is needed.

One shift spent time at the Golden Arms to go over elevator operations. It was time well spent because of the occasional calls we get with someone stuck in an elevator.

On August 9 we had a simulated fire drill with the employees at the Federal Correctional Institute. They used a smoke machine to smoke up an office area and we had to rescue several employees. We made entry into the yard, made a hydrant, charged a line, and found the victims in a very short time. We all learned a great deal due to the strict protocols about entering and exiting a federal facility. We also realized how effectively we worked together with their staff. Due to the extreme heat this month, all fire fighters spent time completing on-line EMS training. The staff from OSF also came to our department to instruct us on the use of the new combo-tube system. This was required training for all EMTs.

Some of the fire fighters from 2 different shifts reviewed the use of ropes and knots because of the upcoming rope operations class

August 2007 Fire Prevention Report Pekin Fire Department

The Pekin Fire Department was very busy for the month of August 2007. below is the detailed list of events and functions we participated in . Also the crews of stations completed and performed fire prevention inspections and reinspections for the month of August.

August 1, 2007 Peoria Dive Team at Lake Whitehurst for the awareness
Diving and scuba training.

Faith Baptist Church fire education prevention event.

August 2, 2007 Pekin Dragons Dome Fire Inspection for large event.

August 7, 2007 Pekin Dragons Dome Night out Against Crime.

August 9, 2007 Fire Investigation of Greg's Garage door fire.

August 13, 2007 Kroger gas station walk through with OSFM .

August 14, 2007 Homeland Security Region 10 meeting at AMC.

Private Hydrant Testing at Timbercreek Nursing Home.

August 15, 2007 Tazewell County Smoke Free Meeting at U of I Extension.

August 16, 2007 Car Seat Safety Check at 3232 Court St. Fire Station # 1
Checked and installed 15 seats.

August 22, 2007 OSFM – Elevator Inspections and reviewed toured 30
Elevators in the city of Pekin.

August 23, 2007 1407 Ann Eliza Apartment Building fire prevention
Inspection noted needed 16 CO detectors.

August 24, 2007 Crime Stoppers reenactment of the Greg's Garage Door
Fire. With Pekin Police and Fire Department.

August 27, 2007 Pekin Supportive Living – 1320 Executive Dr Pekin.
Inspected and toured 67 bed building.

This is a brief overview of August 2007 and July 2007' events from the City of Pekin Fire
Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES 20
SEPTEMBER 7, 2007
CITY HALL CONFERENCE ROOM

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

Old Business:

1. *Parking issues at the end of Buff Street – Update*
There has been no response to the letter sent last month to the homeowner who owns the property at the end of Buff Street. Prior to installing a barricade at the end of Buff Street, Dave will contact the City Attorney's office for advice in this matter. The committee recommends access be allowed on one side of the property only (east side).
2. *Restricted Parking Hot Spots*
Denny will forward the minutes from the work session of August 17th to the City Council for input.
3. *"No Parking Fire Lane" Signs for Private Businesses*
The proper signage is a part of the Fire Department inspection process. Businesses can be cited through the fire inspection process. Tim will talk to the parking hearing enforcement officer to resolve the fine dismissal issue.
4. *Front Street/Main Street – Ordinance*
A copy of the ordinance is in the agenda packet for documentation. The signs were installed September 6th.

New Business:

1. *Parking Request – North 8th Street Plaza*
Blake Lippi, Owner of N. 8th Street Plaza, 346-1241; Jeff Bass, Owner of One Hour Martinizing, 241-1391; Lyman Miller, Owner of Miller's Art & Gift Gallery, 347-7571 and Bob Franklin, Engineer all attended the meeting to present a request for diagonal parking at the Lawndale Street end of the property. A copy of the site drawing was included with the agenda packet. The plan calls for 5 spaces at 11 ft. each. There will also be a barrier (2x4 steel rail or parking bumpers) installed to protect the building and walkway. A motion was passed to allow the diagonal parking as presented in the plan.
2. *Parking Issues – City Parking Lot B*
Melissa Lee, owner of Missy's Café, 17B. N. 4th Street, 346-4456 attended the meeting regarding parking issues in City Lot B behind her restaurant. She rents 9 spaces in the lot (320-328). Her business is open 7 days a week; the ordinance does not apply to Sunday. She is having problems with unauthorized vehicles parking in her reserved parking spaces. She also reported that the reserved signs she has installed are coming up missing. She was advised to call the Police if unauthorized vehicles are parked in her rented spaces and tickets will be issued. The Street Department will be installing signs at the entrances to the lot that state "Unauthorized vehicles in reserved parking spaces will be towed". The Street Department will also be installing a "reserved parking" sign at each space that she rents. She was advised to contact the Street Department if any of the signs disappear.

3. *Traffic Speed Lake Whitehurst Area*

Dean & Angie Rees, 2017 Susan Hope and Natalie Miller, 1412 Tripp Zack Pt. came to the meeting to voice their concerns about speeding traffic in the Lake Whitehurst subdivision. They are asking for a solution to control the speed of the traffic in that area. The times of heaviest traffic are 6 a.m. to 7 a.m. and 4 p.m. to 6 p.m. This is an enforcement issue. The Police Department will be more visible in the area and step up enforcement. Dave indicated that the Street Department can check into grooving the streets, however, this will increase noise. The homeowners were asked to discuss this at their next neighborhood meeting and also to get input from their neighbors regarding unmarked police vehicles parking in their driveways to monitor the traffic.

4. *Pedestrian Safety Concern – Parkway at Coal Miner’s Park*

There is a need to solve the pedestrian safety issue on Parkway Drive at the entrance to Coal Miner’s Park. There is not enough parking at Coal Miner’s Park when sports programs are being held in the park. This causes people to have to park in other areas and walk across Parkway Drive. There is currently a flashing yellow light and sign at that location but motorists do not acknowledge the pedestrian right of way. Members of the committee have assessed the area for solutions to the problem. Joe Wuellner will contact the JFL program, PCHS and the Pekin Park District to get letters of support regarding reconfiguration of the intersection to align Stadium Drive with the entrance to Coal Miner’s Park. He will then write up a proposal and get a submittal together to put in for Hazard Elimination Funds to reconfigure the intersection. The alignment of the intersection would make it possible to have a traffic signal at that intersection that would stay green on Parkway Drive until activated. In the meantime, the Police Department, in cooperation with the Park Police, will be present to monitor Parkway Drive (as calls for service allow) at times when lots of people are using the park.

5. *Traffic Concern – Alley between Second & Third Streets*

The citizen request asked for this alley to be one-way going west and/or monitoring of speeding vehicles. This alley is outside of the area designated as one-way. A “Slow” sign will be posted in each direction. The citizen will be informed of the decision and advised to report the license plate and time of occurrence of any habitual speeding vehicles in the alley.

Around the Table:

The mayor had forwarded a letter from a resident at Court Place regarding vehicles getting in the wrong lane to make turns from Court Street onto Second Street. As a precautionary measure signs will be posted on Court Street at Second Street. Westbound Court Street will have a sign indicating no right turn onto Second Street. Eastbound Court Street will have a sign indicating no left turn onto Second Street.

Joe Berardi reported that across from Rick’s TV there is a post with no sign on it; the sign at 17th and Broadway that was raised recently is now leaning; and that on N. 9th Street at Caroline there is a hedge at the SW corner of the intersection that blocks the view of traffic.

Dave asked Will to continue to provide the Street Department with information regarding street name signs that need to be replaced. Over the next 5 years, all street name signs will be replaced with signs that include the block number.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING OCTOBER 5, 2007 @ 8:30 A.M.

Sept 29 & 30, 2007

1. Date Submitted 9-7-7

Address of Organization 1426 S. 2nd St Pekin

Telephone Number 353-4697

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

Kay Lock 709 S. 3rd St. Pekin

2. Name, Title and Address of Principal Executive Officer of Organization: Paul Kerby commander Amvets post 235
1106 Court St Pekin

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

Amvets

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: 1426 S. 2nd St

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

Collecting non-perishables

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

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
------------	-------	---	---------------	---

Paul	Kerby			
------	-------	--	--	--

Kay	Lock			
-----	------	--	--	--

Rosalie	Purkinson			
---------	-----------	--	--	--

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

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

Veterans Food Pantry at Amvets post 235
Pekin IL

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

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

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

0%

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

unknown

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

DATE: 9-7-7

SIGNED: Ray Lock

August 29, 2007

Pekin Economic Development
Advisory Committee
Attn: Mayor David Tebben
111 South Capitol Street
Pekin, IL 61554

Re: Resignation

Dear Mayor Tebben:

It has been a pleasure working with the Pekin Economic Development Advisory Committee, but unfortunately, I will be leaving Gallatin River Communications, A CenturyTel Company, in the near future and relocating. I need to attend to family matters and deal with health issues of my aging parents. It is with regret that I am, therefore, submitting my letter of resignation from The Pekin Economic Development Advisory Committee.

Please do not hesitate to contact Rhonda Dalton at 309-345-5275 regarding an employee to represent Gallatin River Communications, A CenturyTel Company, on the Board.

Sincerely,



Fred A. Miri
President
(309) 345-5225

cc: Dennis Kief, City Manager
Steve Brown, Coordinator



Residential 800-223-1851 • Business 800-371-6712
www.gallatinriver.com

15-07/08

RESOLUTION No. _____

September 24, 2007
PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

the Mayor's appointment of Charles Skip Schermerhorn to the Economic Development
Advisory Committee to fill the unexpired term of Fred A. Miri until first Monday
In May 2008 is hereby approved.

1108 Hawthorne

Pekin, Illinois

347-3431

SIGNED BY _____

MAYOR.

Pekin Planning Commission Minutes
September 12, 2007

Present:

Chad Schmidgall
Ron Knautz, Chairman
Scott Nichols
Ralph Brower
Bill Craig, Vice Chairman
Steve Huey
Michele Long

Absent:

Jim Bradshaw
Don Hild

Chairman Ron Knautz led the Pledge of Allegiance.

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

Staff Present: Ron Sieh and Attorney Dancey

Chairman Ron Knautz stated Exhibit "A" in the packet was incorrect, correct Exhibit "A" has been distributed. Hearing #2 has been removed from the Agenda. Chairman Ron Knautz asked for approval of the amended agenda.

MOTION by Bill Craig, Seconded by Steve Huey to approve the agenda as amended. On roll call vote, All present voted **AYE. MOTION APPROVED.**

Chairman Ron Knautz asked for approval of the minutes from the August 8, 2007.

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

City Council Action Report:

The City Council approved the following:

On August 13, 2007 the Council Approved Hearing #07-1747 acting only on the portion of the Ordinance change referring to the definition of duplexes; replacing all referenced to row house with the term villa; frontage minimum of 30 ft; and RV Districts added.

On August 27, 2007 the Council received and filed minutes from the August 8 meeting.

The Council approved the remainder of Hearing #07-1747 of ordinance changes with a general cleanup of language that included the definitions and correct identification of national building codes.

Council approved the recommendation of Hearing #07-1745 for the Special Use for Open Front Storage at 250 Derby Street.

Council approved the recommendation of Hearing #07-1746 for the Site Plan as presented for a New Building/Parking for property located at the corner of 14th Street and Ann Eliza using the existing curb cut on Ann Eliza.

PPC Correspondence: No Correspondence

Application #1: City of Pekin

Hearing #1: Zoning of South 5th Street Properties with the Legal as described in Exhibit "A" located in Tazewell County, Illinois.

Open Public Hearing: 6:35pm

Chairman Ron Knautz asked for input from Staff.

Ron Sieh stated what the zoning was around these lots. He suggested R-2 zoning as he foresees R-4 creating a problem down the road.

Close Public Hearing: 6:40pm

✓ **MOTION** by Steve Huey, seconded by Bill Craig to approve the rezoning of properties Lots (1-3) to R-2 (Single Family Residential) to the City of Pekin. On roll Call vote, All present voted **AYE**. **MOTION APPROVED**.

Application #3: Bill Lehman, Owner

Hearing #3: Rezoning of Property Pending Annexation in the proposed Wedge Development Tract 1, from RM-1 with an RT designation to RV-1 with the Legal Description in Exhibit "B" located in Tazewell County, Illinois.

Open Public Hearing: 6:42pm

Chairman Ron Knautz asked for input from Staff.

The purpose for the zoning is to clean up the property.

Close Public Hearing: 6:43pm

MOTION by Bill Craig, seconded by Chad Schmidgall to approve the zoning to RV-1 (Villa Residential District) for the proposed Wedge Development property to the Pekin City Council. On roll Call vote, All present voted **AYE. MOTION APPROVED.**

Application #4: City of Pekin

Hearing #4: Amendment of 9-4A/Residential District Definition (R-4)
Amendment of 9-10B-1/Parking

Open Public Hearing: 6:44pm

Ron Sieh stated he has only had input from Steve Huey and does not have a direction for changing this ordinance.

Ralph Brower questioned what Ron Sieh perceived as a problem with the ordinance.

Ron Sieh stated he has no perception and that is why he is asking for input from the commission. He especially does not want to create another zoning classification.

Steve Huey stated he is the one on the radical end of the R-4 Ordinance. He stated that the purpose of R-4 was purely an accommodation for the older part of town with small lots. At that time a potential of someone creating a subdivision with such small lots was not perceived. Concerns by the Commission to provide less expensive and affordable housing are understood. If this is allowed it will be at the expense of the entire City by reducing the value of property and quality of life in this area.

Ron Sieh stated that the Subdivision Code prevents the R-4 properties from being developed.

Commission gave staff direction to add existing to the definition of R-4, increase the subdivision code square footage to 8,000 and revamp the schedule of Regs for the

October meeting.

Close Public Hearing: 7:13pm

MOTION by Steve Huey, seconded by Bill Craig to approve the amendment of Ordinance 9-10B-1/Parking as presented with corrections in wording to 9-10B-1-4E "vehicular parking" to complete the paragraph to the Pekin City Council. On roll Call vote, (5) Five present voted **AYE**. (1) One present (Chad Schmidgall) voted **NAYE**. (1) One present (Ralph Brower) **ABSTAINED**. MOTION APPROVED

Meeting adjourned at 7:33pm

Juanita VanBuskirk, Secretary
Pekin Planning Commission

**Pekin Planning Commission
September 12, 2007**

HEARING #07-1748

The Pekin Planning Commission recommends the zoning of South 5th Street Properties, Lots 1-3 to R-2 (Single Family Residential) to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

**Pekin Planning Commission
September 12, 2007**

HEARING #07-1744 09 07 (revised)

The Pekin Planning Commission recommends the rezoning of property pending Annexation in the proposed Wedge Development Tract 1, from RM-1 with an RT designation to RV-1 to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

**Pekin Planning Commission
September 12, 2007**

HEARING #07-1750

The Pekin Planning Commission recommends the amendment of Ordinance 9-10B-1/Parking as presented with corrections in wording to 9-10B-1-4E "vehicular parking" to complete the paragraph to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman



Street Department Snow Removal Operations

Presentation to the City Council

September 24, 2007



Street Department Snow Removal Operations

Street Department is responsible for all snow removal operations.

The Street Department handled 212 miles of streets in the City of Pekin last year. With the completion of a few subdivisions, this number is now at 215 miles.

For snow plowing operations, you look at the number of lane miles

The 215 miles equates to 500 lane miles. This is more than twice the mileage of streets which is due to the fact that even though most streets are two lanes the major streets like Court, Parkway, Broadway, and Veterans Drive are four or more lanes wide.



Street Department Snow Removal Operations

Street Department is responsible for all snow removal operations.

Personnel:

- 1 Street Superintendent
- 1 Secretary
- 11 Street Department
- 5 Solid Waste

Equipment:

- 11 Dump Trucks w/3 spares
- 1 Front End Loader
- 1 Backhoe
- 2 Solid Waste Trucks



Street Department Snow Removal Operations



Snow Plow on Dump Truck
- Equipped with Salt Spreader

Recycling Truck with Plow

- Used as backup on straight streets.



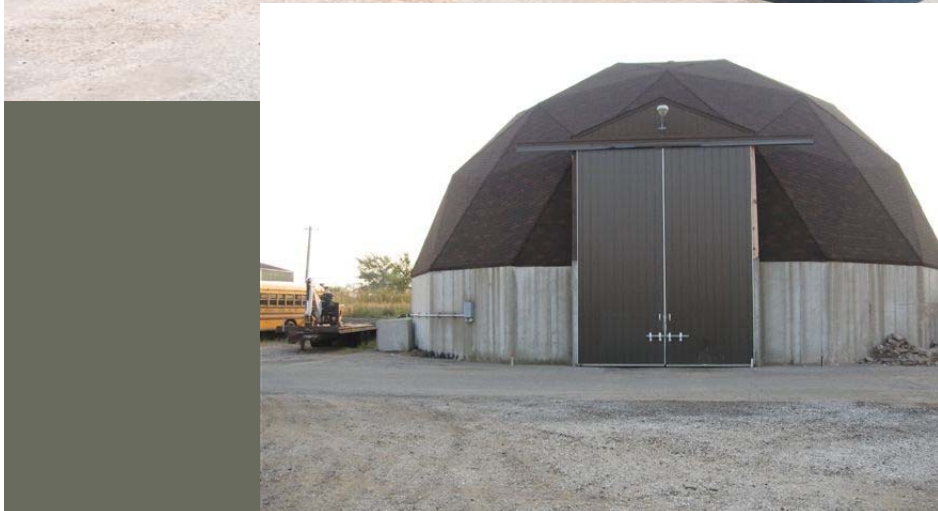


Street Department Snow Removal Operations



Support Equipment

- Used to load the trucks with salt.



Salt Storage Building



Street Department Snow Removal Operations

Street Department is responsible for all snow removal operations.

Materials:

- 2700 tons of salt on hand w/ 3000 on order and available
- 5200 gallons of calcium chloride

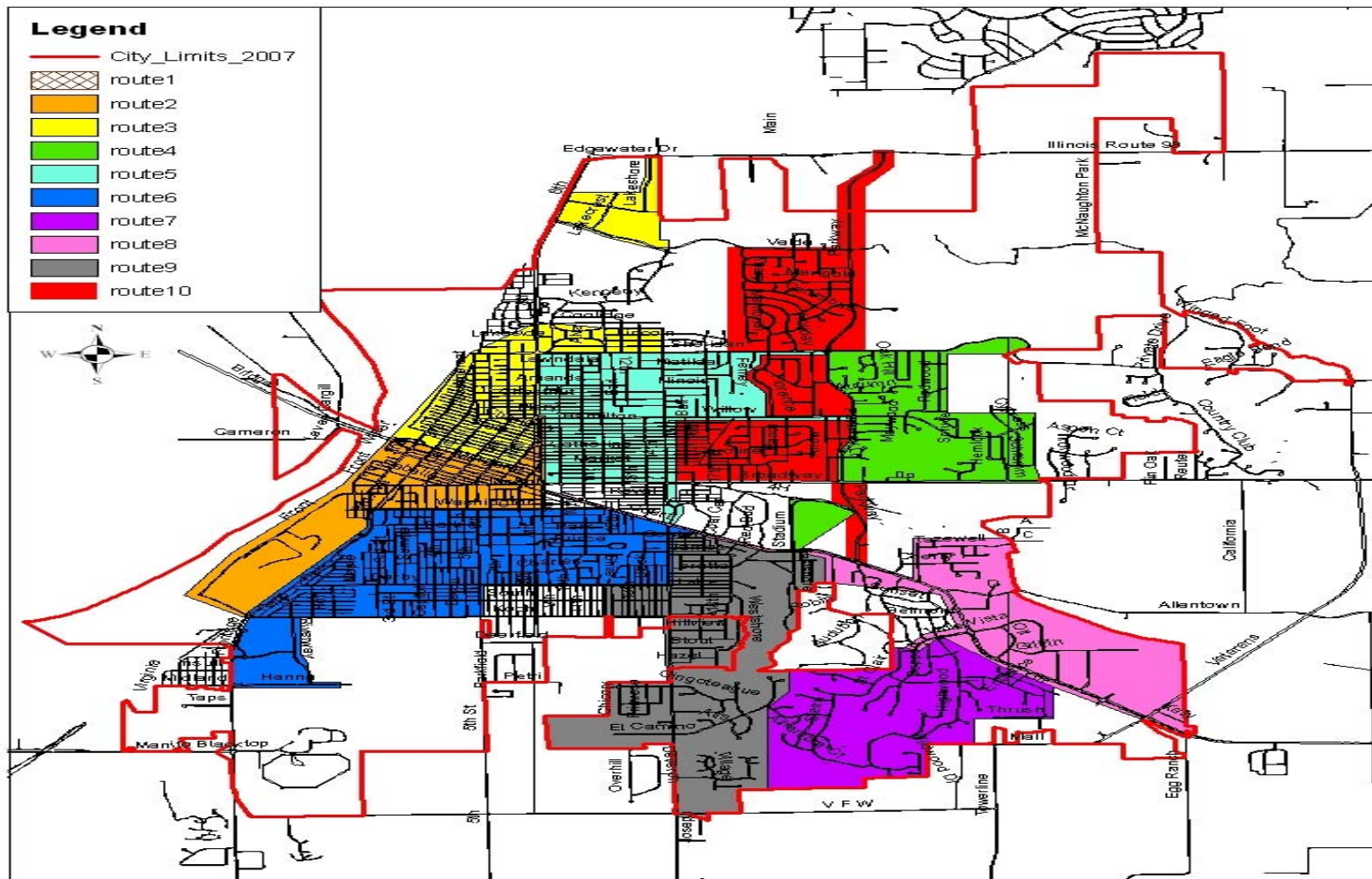
Scheduling:

- Snow Conditions – Crews are scheduled in a manner that allows for complete coverage of the routes around the clock while allowing time for rest.
- Emergency Conditions – Several local contractors have been lined up to supply additional manpower and equipment should conditions become extreme.



Street Department Snow Removal Operations

Snow Routes Areas





Street Department Snow Removal Operations

Street Department is responsible for all snow removal operations.

Parking Restrictions:

- Based on predicted weather conditions, the Street Superintendent and City Manager will determine whether or not to enact a parking ban.
- Once enacted the Police Department assists in removing vehicles in the way of plowing operations.
- When weather conditions improve and all plowing operations have been completed the parking ban is then lifted.

Alleys:

- Alleys are done when snow accumulation is 8 inches or more by Street Department personnel or Fire Department Personnel or private contractors.



Street Department Snow Removal Operations

QUESTIONS ??

1568-A166-07/08

ORDINANCE NO. _____

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

WHEREAS, the property known as The South 5th Street Properties, being 1606 S. 5th St., 1618 S. 5th St., and 1620 S. 5th St., Pekin, IL, as more fully described on attached Exhibit "A" hereto has been annexed to the City of Pekin;

WHEREAS the appropriate zoning to be assigned to these particular properties, as annexed to the City, is R-2;

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on August 23, 2007, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on September 12, 2007, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property attached hereto as Exhibit "A", is hereby zoned as R-2 (One Family Residential District);

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

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

AYES: _____

NAYS: _____

ABSENT: _____

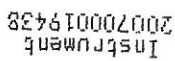
ABSTAINING: _____

APPROVED this _____ day of _____, 2007.

MAYOR

ATTEST

CITY CLERK



2532-OA-07/08

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9, CHAPTERS 10, and THE
SCHEDULE OF REGULATIONS
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING ZONING**

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 Planning Committee of the City of Pekin has recommended certain changes in the zoning districts and requirements; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding such districts.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

1. That Title 9, Chapter 10, Section 9-10B-1-1B4, currently reading as follows:

“Residential Use: Required residential off-street parking spaces shall consist of a parking strip, parking bay, driveway, garage or combination thereof and shall be located on the premises they are intended to serve, and subject to the provisions of Section –10-3 of this Chapter “Accessory Uses and

Building”, shall be amended by the addition of the following language to 9-10B-1: OFF-STREET PARKING REGULATIONS AND REQUIREMENTS: B: Location 4.

“a). No person shall park or leave unattended, or cause to leave parked or unattended, any vehicle, wholly or partially within any front, side or rear yard of any residential district unless such vehicle is wholly within a driveway or parking area.

b). Parking a boat, boat trailer, camping trailer, motorcycle trailer, truck camper, commercial equipment, commercial vehicles or motor homes in any front yard in all residential district is prohibited.

c). Drive areas used as means of ingress and egress of any residential lot, shall not exceed twenty four feet (24’) in width at the street right-of-way line, not including driveway flares.

d). Driveways along with any parking area in the front yard, shall not occupy over forty-five percent (45%) of the total front yard width of the lot in all R-4 residential zoning district and thirty-five percent (35%) in all other residential zoning districts.

e). A driveway and/or parking area must be an improved surface constructed of a hard surface of concrete, asphalt or brick pavers for the purpose of accommodating vehicular parking.

f). Improved areas and any parking areas shall not occupy more than thirty percent (30%) of the combination of any required side and/or rear yards in all residential zoning districts.

g). The construction of new or expansion of existing gravel, or similar materials for driveways and/or parking areas are not permitted from the time of approval of the ordinance.

h). Expanding existing driveways or parking areas shall be contiguous and parallel to the driveway, shall not take away from the landscaping required for any front yard and shall not cause any additional storm-water runoff to be forced onto the City right-of-way.”

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 _____, 2007; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2007.

MAYOR

ATTEST:

CITY CLERK

CHAPTER 10

GENERAL ZONING PROVISIONS

ARTICLE B. OFF-STREET PARKING AND LOADING

SECTION:

- 9-10B-1: Off-Street Parking Regulations and Requirements
- 9-10B-1-1: General Requirements
- 9-10B-1-2: Design, Development and Maintenance
- 9-10B-1-3: Parking Spaces for Handicapped Persons
- 9-10B-1-4: Schedule of Parking Requirements
- 9-10B-2: Off-Street Loading Regulations and Requirements

9-10B-1: OFF-STREET PARKING REGULATIONS AND REQUIREMENTS:

9-10B-1-1: GENERAL REQUIREMENTS: There shall be provided in all districts, at the time of erection or enlargement of any main building or structure, automobile off-street parking space with adequate access to all spaces. The number of off-street parking spaces, in conjunction with all land or building uses shall be provided prior to the issuance of a certificate of occupancy as hereinafter prescribed:

A. Use of Parking Facilities:

1. Any area once designed as required off-street parking shall never be changed to any other use unless and until equal facilities are provided elsewhere.
2. For those uses not specifically mentioned, the requirements for off-street parking facilities shall be in accord with a use which the Planning Commission considers is similar in type.
3. The storage of merchandise, motor vehicles for sale, trucks or the repair of vehicles is prohibited.

B. Location:

1. Generally: Off-street parking spaces may be located within a rear yard when there is alley access to the property or a paved parking bay, paved driveway or garage in the rear yard or within a side yard which is in excess of the minimum side yard setback unless otherwise provided in this Title. Off-street parking shall not be permitted within a front yard nor within a minimum side yard setback unless otherwise provided in this Title.
2. Nonresidential Use: Off-street parking for other than residential use shall be either on the same lot or within three hundred feet (300') of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot. Ownership of all lots or parcels intended for use as parking by the applicant shall be shown.
4. Residential Use: Required residential off-street parking spaces shall consist of a parking strip, parking bay, driveway, garage or combination thereof and shall be located on the premises they are intended to serve, and subject to the provisions of Section 9-10-3 of this Chapter "Accessory Uses and Buildings".
 - a). No person shall park or leave unattended, or cause to leave parked or unattended, any vehicle, wholly or partially within any front, side or rear yard of any residential district unless such vehicle is wholly within a driveway or parking area.
 - b). Parking a boat, boat trailer, camping trailer, motorcycle trailer, truck camper, construction trailer, commercial equipment, commercial vehicles or motor homes in any front yard in all residential district is prohibited.
 - c). Driveway areas used as means of ingress and egress of any residential lot, shall not exceed twenty four feet (24') in width at the street right-of-way line, not including driveway flares.
 - d). Driveways along with any parking area in the front yard, shall not occupy over forty-five percent (45%) of the total front yard width of the lot in all R-4 residential zoning district and thirty five (35%) in all other residential zoning districts.
 - e). A driveway and/or parking area must be an improved surface constructed of a hard surface of concrete, asphalt or brick pavers for the purpose of accommodating vehicular
 - f). Improved areas and any parking areas shall not occupy more than thirty percent (30%) of the combination of any required side and/or rear yards in all residential zoning districts.

- g). The construction of new or expansion of existing gravel, or similar materials for driveways and/or parking areas are not permitted from the time of approval of the ordinance.
- h). Expanding existing driveways or parking areas shall be contiguous and parallel to the driveway, shall not take away from the landscaping required for any front yard and shall not cause any additional storm-water runoff to be forced onto the City right-of-way.

5. In a residential district no vehicle may be displayed for sale except as follows:
 - a. only one vehicle may be displayed at any one time
 - b. no more than two vehicles may be displayed on any property during any calendar year;
 - c. any vehicle displayed for sale must be owned by the owner or possessor of the property on which the vehicle is displayed;
 - d. any vehicle displayed for sale must be parked on a hard surface, have a current license and be operable.
- C. Joint Parking Facilities: Two (2) or more buildings or uses may collectively provide the required off-street parking; in which case, the required number of parking spaces shall not be less than the sum of the requirements for the several individual uses computed separately.

In the instance of dual function of off-street parking spaces where operating hours of buildings do not overlap, the Board of Appeals (See Section 9-12-1-2 of this Title) may grant an exception.
- D. Existing Parking Facilities: Off-street parking existing at the effective date hereof in connection with the operation of an existing building or use shall not be reduced to an amount less than hereinafter required for a similar new building or new use.
- E. Computation of Required Spaces: When units or measurements determining the number of required parking spaces result in the requirement of a fractional space, any fraction up to and including one-half ($1/2$) shall be disregarded and fractions over one-half ($1/2$) shall require one parking space.

WHY REGULATE FRONT YARD PARKING AND IMPERVIOUS SURFACES ?

Driveways and garages were often non-existent at homes built before the widespread use of the automobile and also before the implementation of comprehensive zoning laws. As a means of providing parking for these properties, the front yard is frequently converted to a parking space.

The introduction of zoning by-laws made the City's requirements of driveways and parking spaces for all new buildings possible. However, the increased car ownership has created a need to accommodate more vehicles on a lot in which has resulted in an increase in the widths of driveways and parking pads at the expense of soft landscaping and streetscapes.

Another concern is the runoff of water from impervious surfaces into streets and adjoining properties. Storm water management must be addressed and controlled. Some kind of control is required, be it drywells or soft landscaping. The City is required to improve storm water management and control runoff and sediment from portions of the City that were developed prior to any substantive storm water control.

Implications of front yard parking:

When the front yard is covered in hard impervious surfaces devoted to driveways, garages, parking areas, and carports, there is less area for plants, trees and soil, referred to as soft landscaping. When it rains, it runs off into the storm water system rather than the ground. So the increase in hard surfaces and loss of landscaped open space has a detrimental impact on neighborhood streetscapes and environmental concerns on storm water run-off.

- 1). Unsightly appearance of vehicles parked haphazardly in front yards affects neighborhood pride.
- 2). Repetitious driving in yards kills ground cover which leads to soil erosion and dust problems.
- 3). Street curbs deteriorate due to vehicle traffic.
- 4). Flooding due to greater quantity of rainwater run-off due to lack of vegetation and increased impervious surface.
- 5). No current limitation on paving to control storm water runoff.

Apart from environmental concerns, other reasons to regulate front yard parking include:

Use of parking spaces:

- 1). Parking spaces are used for storage and not for parking.
- 2). Garages are used for storage and not for parking.
- 3). Garages are converted to a living space, eliminating the required parking.

Streetscapes:

- 1). Driveways are being widened to accommodate additional vehicles on the driveway. This has the effect of turning the front yard into a parking lot.
- 2). Vehicles are not being parked in the required parking space (such as the garage) but rather on the driveway.
- 3). Vehicles are parked on the driveway but overhanging the City right-of way.
- 4). Vehicles are parked on the front lawn and walkway rather than on the driveway.

What is the front yard ?

It is the area across the entire width of a lot, lying between the front property line and the front main walls of the building on the lot parallel to the street. Corner lots shall be considered to have two(2) front yards.

What is the right-of-away ?

The space between the front lot line and the street.

The front yard serves several purposes:

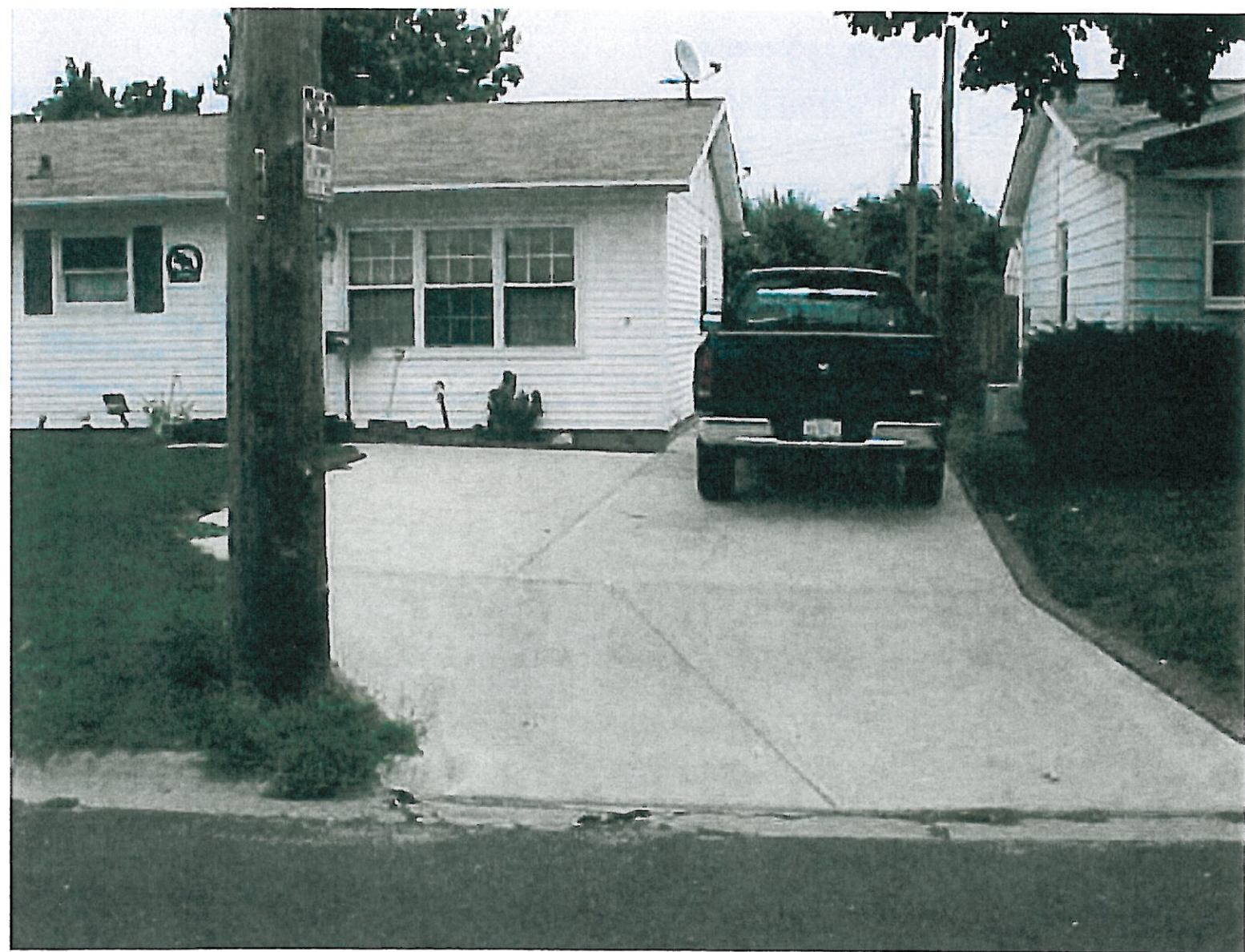
- 1). It provides a buffer from street and sidewalk activity for residents.
- 2). It beautifies lots and improves streetscapes via landscaping.
- 3). It is frequently used for vehicle parking.

The following driveway dimensions and landscaping requirements are being proposed:

Residential yard parking:

- 1). No person shall park or leave unattended, or cause to leave parked or unattended, any vehicle, wholly or partially within any front, side or rear yard of any residential district unless such vehicle is wholly within a driveway or parking area.
- 2). Parking a boat, boat trailer, camping trailer, motorcycle trailer, truck camper, construction trailer, commercial equipment, commercial vehicles or motor homes in any front yard in all residential district is prohibited.
- 3). Driveway areas used as means of ingress and egress of any residential lot, shall not exceed twenty four feet (24') in width at the street right-of-way line, not including driveway flares.
- 4). Driveways along with any parking area in the front yard, shall not occupy over forty-five percent (45%) of the total front yard width of the lot in all R-4 residential zoning district and thirty five (35%) in all other residential zoning districts.
- 5). A driveway and/or parking area must be an improved surface constructed of a hard surface of concrete, asphalt or brick pavers for the purpose of accommodating vehicular

- 6). Improved areas and any parking areas shall not occupy more than thirty percent (30%) of the combination of any required side and/or rear yards in all residential zoning districts.
- 7). The construction of new or expansion of existing gravel, or similar materials for driveways and/or parking areas are not permitted from the time of approval of the ordinance.
- 8). Expanding existing driveways or parking areas shall be contiguous and parallel to the driveway, shall not take away from the landscaping required for any front yard and shall not cause any additional storm-water runoff to be forced onto the City right-of-way.







REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief

AGENDA ITEM: Agreement To Purchase Property from Veteran's Drive Investments

AGENDA DATE REQUESTED: September 24, 2007

ACTION REQUESTED: Approval of Agreement To Purchase Real Property to be used in Exchange for Veteran's Drive Right-Of-Way

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

This agreement authorizes the acquisition of the 6.6 acres from Veteran's Drive Investments. At an upcoming meeting this property will be exchanged with the Sangalli's for the Veteran's Drive Right-Of-Way.

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

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

IMPACT IF APPROVED: Step towards acquiring Veteran's Drive Right-Of-Way

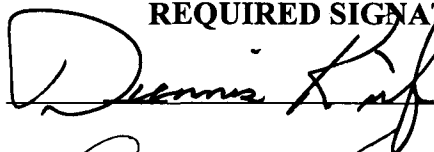
IMPACT IF DENIED: Complicates Right-Of-Way acquisition process

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

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

REQUIRED SIGNATURES

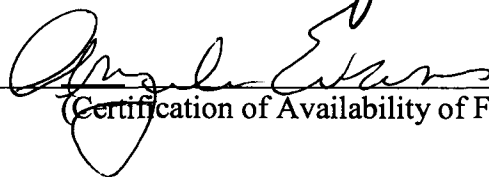
Department Director



9/18/07

Date

Finance Department



(Certification of Availability of Funds)

9-18-07

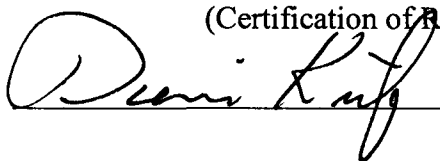
Date

Corporation Counsel

(Certification of Review)

Date

City Manager



9/19/07

Date

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING AN AGREEMENT TO PURCHASE
AND AUTHORIZING THE PURCHASE OF REAL PROPERTY**

WHEREAS, VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company, and WILLIAM J. LEMAN, not personally but as TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998, (collectively the "Seller") own approximately 6.6 acres, more or less, which lie adjacent to the proposed Veterans Drive extension (the "Property") and as legally described in Exhibit "A" attached hereto and incorporated herein by reference thereto; and

WHEREAS, Seller is desirous of selling said 6.6 acre, more or less, tract of real estate to the CITY OF PEKIN; and

WHEREAS, it is deemed in the best interests of the CITY OF PEKIN to acquire said property for the preservation and expansion of Veterans Drive; and

WHEREAS, the City and the Seller have negotiated a proposal to purchase the Property, a copy of which said Agreement to Purchase is attached hereto as Exhibit "B" and made a part thereof by reference thereto; and

WHEREAS, the City Council has found and determined it in the best interests of the CITY OF PEKIN and its residents that the CITY OF PEKIN enter into the Agreement to Purchase with the Seller on the terms and conditions as set forth in Exhibit "B" attached hereto; and

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

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

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

SECTION II. That the Agreement to Purchase between the CITY OF PEKIN and VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company, and WILLIAM J. LEMAN, not personally but as TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998, attached hereto as Exhibit "B" and by this reference incorporated herein, for the sum of Sixty Six Thousand (\$66,000.00) Dollars is hereby accepted by the CITY OF PEKIN, and said real estate shall be purchased from the Seller in accordance with the terms of the Agreement to Purchase.

SECTION III. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the CITY OF PEKIN, to execute and attest the Agreement to Purchase and such other documents as may be necessary to consummate the transaction contemplated herein and in said Agreement to Purchase.

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

SECTION V. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as may be required by law.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PASSED in the due form of law by the City Council of the CITY OF PEKIN,
Tazewell and Peoria Counties, Illinois, at its regular meeting held on the _____ day of
_____, 2007.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"**Legal Description**

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

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

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

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

EXHIBIT "B"**AGREEMENT TO PURCHASE**

THIS AGREEMENT TO PURCHASE is entered into between VETERANS DRIVE INVESTMENTS, LLC, an Illinois Limited Liability Company, as the owner of Tract A of Tract 2 as shown on Exhibit "A" attached hereto and incorporated herein by reference thereto, and WILLIAM J. LEMAN, not personally but as TRUSTEE OF LETROUT LAND TRUST DATED FEBRUARY 27, 1998, as the owner of Tract B of Tract 3 on said Exhibit "A", (collectively the "Seller") and CITY OF PEKIN, an Illinois Municipal Corporation (the "Buyer").

1. Mutual Covenants.

Seller agrees to sell and Buyer agrees to purchase the following described real estate:

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

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

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

Commencing at the center of said Section 32; thence North 89° 07' 59" East along the North line of the West Half of the Southeast Quarter of said Section 32, a distance of 1022.25 feet; thence South 20° 02' 52" East, a distance of 411.70 feet; thence South 0° 34' 25" East, a distance of 11.13 feet to the Point of Beginning of

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

together with all improvements and appurtenances thereon, upon the terms set forth in this Agreement (the "Property"). A more accurate legal description shall be provided by Seller prior to closing.

II. Purchase Price.

Buyer shall pay the Seller the total sum of Sixty Six Thousand (\$66,000.00) Dollars. The Buyer has paid the sum of \$10.00 as earnest money, and the full purchase price shall be paid by the Buyer to the Seller at closing by cashier's check or other form of payment acceptable to Seller.

III. Possession and Closing.

Seller shall deliver possession of the Property to Buyer concurrently with the closing of this transaction, subject to the rights of any farm tenants in possession. Closing shall take place on or before forty-five (45) days from date of execution hereof. Time and place of the closing to be agreed upon by the parties.

IV. Approval of Purchase.

The purchase of the Property is subject to approval by the City Council of the City of Pekin.

22. Deed of Conveyance.

Seller shall execute recordable Corporate Warranty Deed and Trustee's Deed sufficient to convey the Property to Buyer, or Buyer's nominee, in fee simple absolute, subject only to exceptions permitted herein, at the closing of this transaction upon Buyer's compliance with the terms of this Contract. Seller shall also provide the state and county transfer tax declarations, if applicable, and any other transfer tax declaration, zoning exemption certificate or bill of sale for personal property when applicable.

VI. Personal Property.

No items of personal property are included in this sale.

VII. Condition of Property.

Buyer acknowledges that it has inspected the Property and that it is acquainted with the condition thereof and accepts the Property as of the time the Buyer executed this Agreement in "AS IS" condition.

VIII. Warranties; Environmental Matters; Access.

The Seller expressly warrants that Seller has received no notices from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the Property.

To the best of Seller's knowledge, there are no underground storage tanks on said Property nor is the Property subject to the reporting requirements of Section 312 of the Emergency Planning and Community Right-to-Know Act; and Seller is, therefore, not required to make disclosure nor is this transaction subject to the Illinois Responsible Property Transfer Act.

It is acknowledged by Seller and Buyer that there is no access to the Property and that Seller is not obligated to provide any such access.

IX. Real Estate Taxes and Special Assessments.

Seller shall pay the general real estate taxes for the year 2007, payable in 2008, prorated to date of closing. Taxes for the balance of the year 2007, payable in 2008, and all subsequent years shall be paid by Buyer. Any special assessments levied or pending at closing shall be paid by the Seller. Any subsequent special assessments shall be paid by Buyer.

24. Evidence of Title.

Prior to closing, Seller shall deliver to Buyer a Commitment for Title Insurance, issued by a title company doing business in Tazewell County, Illinois, which said policy shall insure title to the Property in Buyer for the amount of the purchase price. Buyer shall pay for any "date down" of the title commitment thereafter.

Permissible exceptions to title shall include only: (a) the lien of general taxes and special assessments, if any, not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) items assumed by Buyer hereunder; (e) any lien which may be removed by the payment of money from the purchase price at the time of closing; and (f) covenants and restrictions of record.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time, but not later than the closing date. Seller shall have a reasonable time (but not later than the closing date) to have such title exceptions removed; provided, however, that if such exceptions are raised less than seven (7) calendar days prior to closing date, Seller shall have seven (7) calendar days beyond the closing date to cure such exceptions if such exceptions can reasonably be expected to be cured within such time, and the

closing date shall be extended accordingly. If Seller is unable to cure such exceptions, then Buyer shall have the option to cancel this Agreement and Seller shall refund the earnest money.

XI. Default; Attorney Fees.

If Buyer fails to perform any obligation imposed by the Agreement, Seller may serve written notice of default upon Buyer; and if such default is not corrected within ten (10) days thereafter, this Agreement shall terminate and the parties shall have no further rights or obligations under this Agreement. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Seller, and the Seller shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

In the event of a failure of Seller to perform the obligations imposed by this Agreement, Buyer may terminate this Agreement upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Buyer, and the Buyer shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

If either party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

XII. Reimbursement for Costs

None

XIII. Notices.

Any notice required under the Agreement to be served upon Seller or Buyer shall be effective when actually received or when mailed by certified mail to such party.

XIV. Contingencies.

The closing of this transaction is subject to the following:

A. Buyer entering into an annexation agreement with Veterans Drive Investments, LLC, an Illinois Limited Liability Company, LeTrout Land Trust dated February 27, 1998 and Wedge Development, LLC, an Illinois Limited Liability Company;

B. Buyer entering into an annexation agreement with Amelia Sangalli; and

C. Buyer entering into an exchange agreement with Amelia Sangalli, on the terms and conditions as set forth in Exhibit "B" attached hereto and incorporated herein by reference thereto.

XV. Entirety of Agreement.

This Agreement contains the entire agreement between the parties.

XVI. Time of the Essence.

The time for performance of the obligations of the parties is of the essence of this Agreement.

BUYER:

CITY OF PEKIN,

By _____
Its Mayor

ATTEST:

Its City Clerk

SELLER:

VETERANS DRIVE INVESTMENTS, LLC,

By _____
Its:

LETROUT LAND TRUST,

Its Trustee

EXHIBIT “A”

Plat



EXHIBIT “B”

Exchange Agreement

AGREEMENT FOR EXCHANGE

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

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

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

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

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

1. Conveyance of First Party’s Property: First Party hereby covenants and agrees to convey Tract I to Second Party in fee simple, subject to (a) accrued but unpaid taxes and assessments; (b) any and all building and use restrictions, easements or reservations now of record affecting said premises; (c) zoning restrictions; (d) subject to rights of any farm tenants in possession; (e) subject to Second Party assuming and agreeing to pay a \$2,500.00 per acre fee (\$2,500.00 x 6.6 = \$16,500.00) for connection to the sanitary sewer facilities to be constructed pursuant to the Wedge Annexation Agreement dated _____, 2007, at such time as

Second Party develops said property; and (f) subject to the limitations to use of that property for storage facilities under an I-1 zoning classification as set forth in the Wedge Annexation Agreement dated _____, 2007.

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) At closing, the premises shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than

Second Party as of the closing and subject to the rights of any farm tenants in possession.

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

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

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

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

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

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

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

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

seq., or other applicable local, state or federal laws or regulations or any common law theory based on nuisance or strict liability.

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

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

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

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

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

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

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

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

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

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

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

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

FIRST PARTY:

CITY OF PEKIN,

By _____
Its Mayor

ATTEST:

Its City Clerk

SECOND PARTY:

AMELIA SANGALLI

EXHIBIT "A"**Legal Description of Tract I (First Party's Property)**

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

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

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

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

PIN:

EXHIBIT "B"**Legal Description of Tract II (Second Party's Property)**

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

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

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

PIN:



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: Contract For Cell Phone Service

AGENDA DATE REQUESTED: September 24, 2007

ACTION REQUESTED: Authorize City Manager to enter into a Contract for Cell Phone Service with Verizon Wireless.

BACKGROUND: I recently reviewed the past 12 months of the City's Cell Phone bills and felt that it was time to request competitive bids for those services. I requested from staff and received a list of possible providers. Those prospective bidders were then sent a proposal and requested to submit a proposal.

* The purpose of the RFP is to determine whether there were cell phone providers who could provide those services for less than the rates to be charged by the current provider.

* A copy of that RFP is attached. 3 Bids were received; from NEXTEL (current provider), Verizon and U.S. Cellular.

* The NEXTEL bid was higher than the other 2 bids received. To fairly compare the other 2 bids, I totaled the costs over the 24 months of the proposed contract. Over the life of the proposed contract, Verizon was approximately 10% less than U.S. Cellular. That differential will likely be even more significant as a result of the City's Police Department also being on Verizon and calls between those are not billed minutes.

FINANCIAL IMPACT: Savings over the existing contract of at least \$2,000 annually.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: City would pay less than current rates.

IMPACT IF DENIED: City would continue to pay higher rates.

ALTERNATIVES: N/A.

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

REQUIRED SIGNATURES	
Department Director	
Finance Department	
	(Certification of Availability of Funds)
Corporation Counsel	
	(Certification of Review)
City Manager	



CITY OF PEKIN CELL PHONE BID SPECIFICATIONS

August 15, 2007

Minimum Service Requirements

- 1) 10,000 Shared Minutes
- 2) Unlimited Nights and Weekends (starts 7 P.M.)
- 3) Unlimited Local and National Direct Connect
- 4) Unlimited Long Distance (within United States)
- 5) Voicemail Included
- 6) Caller ID Included
- 7) 2 Year Contract (10/1/07-9/30/09)
- 8) New Phones Compatible (or better) with Existing
- 9) Replacement Phones Provided within 24 hours at a location in Pekin
- 10) Existing Phone Numbers Retained (list attached)
- 11) Charger for each phone included

Minimum Submittal Requirements

- 1) Include Map Showing Areas of Coverage in U.S.
- 2) Include an Example Billing Showing All Taxes and Fees
- 3) List Cost (if any) for "Buying Out" Any Existing Contracts
- 4) List Equipment Costs (if applicable)
- 5) Cost for adding new phones (no additional minutes)
- 6) [Optional] Include whatever plans you offer for City employees/family members
- 7) Submit proposal in sealed envelope to the Office of the City Clerk by 4 P.M. August 31, 2007. A recommendation will be made by September 10, 2007.

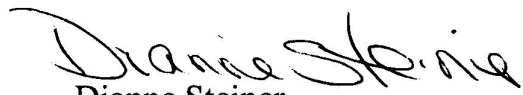
Denny,

Please find the enclosed information as requested by the City RFP. Should you need any additional information please feel free to contact me.

I would like to think that I have represented Nextel well and have taken care of your business needs the last 2 years. I look forward to being able to offer more products and services once the merge between Nextel and Sprint completes.

Although, price is a big consideration when it comes to making decisions such as these, I would also appreciate you taking into consideration the customer service (or lack of) when you are making your final decision.

Regardless of the outcome, it has been my pleasure serving you and my community.


Dianne Steiner
Account executive

City of Pekin Cellular Phone Specifications

- 1) 10,000 cellular minutes included in proposal
- 2) Unlimited nights/weekends at 7:00 pm included in proposal
- 3) Unlimited Local and National Direct Connect is included in proposal
The \$320.00 charge could be eliminated if you did a "pay as you go"
at \$.10 per minute for Nationwide Direct Connect.
- 4) Unlimited long distance is included in proposal
- 5) Voicemail is included in proposal
- 6) Caller Id is included in proposal
- 7) 1 or 2 year contract- same pricing applies
- 8) New phones are included in proposal
- 9) Replacement phones will be provided within 24 hours at a location in
Pekin
- 10) Existing phone numbers will be retained
- 11) Charger for each phone included

Minimum Submittal Requirements

- 1) Local and Nationwide Map included
- 2) Example billing included
- 3) No cost for contract buyout- not applicable
- 4) Phones included in the proposal
- 5) Cost for adding phones in proposal
- 6) Employee discount is 15% off monthly recurring charges

Proposal for Pekin- Service

5- Sprint Biz Ess Plan	\$99.99 each	\$499.95
27- Add-on Plan	\$25.00 each	\$675.00
Total		\$1,174.95
18% Government Discount		(-211.49)
NationWide Direct Connect	\$10.00 each	\$ 320.00
Total Monthly Charges		\$1,283.46

Rate Plan includes:

10,000 cellular minutes to share among all phones
Nationwide and local direct connect
Nights/weekends starting at 7:00pm
Nationwide Long Distance
Voicemail and Caller ID

Additional lines of service \$20.50

(includes 18% discount and pools minutes with remaining phones)

Proposal for Pekin-Equipment

I560 Flip Style Phone	\$49.99 each
I265 Non-Flip	\$ 0.00 each

Bastien Wireless, Inc.

**2115 Court Street
Pekin, Illinois 61554**

August 31, 2007

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

Re: Cellular Phone Bid

Dear Dennis,

Please find our bid for the City of Pekin. We are excited to represent and offer you *US Cellular*. I am confident that you will find us competitive and customer service focused. I have included a map and a sample invoice as requested. Please let me know if you have any questions or concerns.

Plans

10,000 Shared Minutes

Unlimited Nights and Weekends (starting at 7pm)

Free Mobile to Mobile (will not use the shared minutes)

Free Incoming Calls (will not use the shared minutes)

Unlimited Long Distance

Voicemail and Caller ID included

2 year agreement

Maintain all current phone numbers

Cost – First 5 phones cost a total of \$429.99, for each additional phone \$26.00

Example for 25 phones, first 5 @ \$429.99, 20 @ \$26.00. Total \$949.99

27 @ 26 = 702.00
429.99
1131.99

Service

Free comparable phones

Free Accessories

Replacement phones within 24 hours.

Dedicated Customer Support Rep

Local Pekin office open 7 days a week.

Again, I am confident that we can service all of your needs. We can work with you to adjust any plans at anytime without affecting your contract terms.

Please contact me with any questions or concerns. We look forward to earning your business.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Baughman', with a stylized flourish at the end.

Rick Baughman
Vice President

Bastien Wireless, Inc.

City of Pekin Cell Phone Proposal**Aug. 14, 2007**

Prepared by: Stephanie L. Danielson
 Government Account Executive
 Springfield, IL
 Mobile# 217 722-1586
 Fax# 847 706-7802

State of IL Government Program will include 18% discount on all voice plans of \$34.99 and higher and 20% discount off data plans

10,200 Share Minutes with 2 year agreement (discount applied for the following plans)

1	plan at 4000 shared minutes	\$127.09	\$ 127.09
31	plans at 200 shared minutes	\$ 28.69	<u>\$ 889.39</u>
	Total Monthly expenditure		\$1016.48

Unlimited Nights and Weekends begin at 9:01 p.m.

Unlimited Local and National calling between Verizon Wireless mobile customers

Long Distance included at no additional charge

No Roaming charges

Voicemail included

Caller ID included

Mobile Device Recommendations

31	LG-vx8300	\$ 0.00
1	Blackberry 8830	\$149.99

Accessories

Cases	\$ 14.99
Car chargers	\$ 22.49

All Mobile numbers will be retained or ported from your current provider to VZW at no cost to the City. All our devices include the wall charger with the phone.

My recommendation for 24 hour service for replacement phones would be to have a couple of lines activated on our \$11.99 monthly government flat rate which you would have for emergency phones only, in case one of your existing phones would need to be replaced while waiting for a replacement phone to be shipped out, which usually takes two business days. In a matter of minutes the number on the failed device can be changed to one of the existing emergency phones changing the plan to reflect your share plan while determination is made on the defective device.



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Manager & City Clerk

From: Greg Ranney

AGENDA ITEM: Approval of the recycling grant requested by the City of Pekin from Tazewell County.

AGENDA DATE REQUESTED: Monday, September 24, 2007

ACTION REQUESTED: Approval of the recycling grant between the City of Pekin and Tazewell County for \$67,000.00

BACKGROUND:

FINANCIAL IMPACT: \$67,000.00 for the recycling program to help offset the city's costs.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: \$ 67,000.00. It will help the city provide educational grants to the school district to help in the education of the students in the recycling area. It also helps to offset the costs of the recycling program for the City of Pekin.

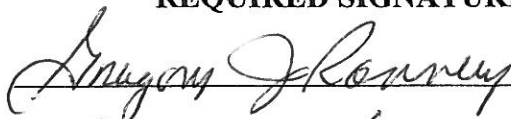
IMPACT IF DENIED: The City of Pekin would have \$67,000.00 less for the recycling program.

ALTERNATIVES: The City of Pekin would have additional costs.

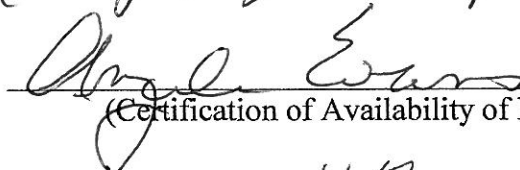
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Intergovernmental cooperation & consistent with effective government.

REQUIRED SIGNATURES

Department Director

 9/13/07
Date

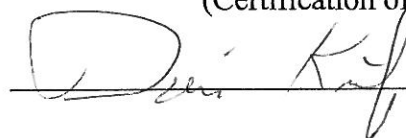
Finance Department

 9-13-07
(Certification of Availability of Funds) Date

Corporation Counsel

11/17
(Certification of Review) Date

City Manager

 9/13/07
Date



City of Pekin

Memo

To: Denny Kief, City Manager

From: Greg Ranney

Date: 9/13/2007

Re: Recycling Grant

Enclosed is the request for approval by the Mayor and Council for this year's recycling grant from Tazewell County. Also included is a breakdown of the funds received from Tazewell County in 1993. Including the grant this year the City of Pekin has received \$1,114, 150.00. These funds are generated on a tipping at the landfill on a per ton cost of \$1.27. In 1993, the cost was \$1.27 per ton and it remains the same in 2007.

The following are the funds the City of Pekin has received for our recycling program 1993 through 2007:

1993	\$112,500.00	(Landfill tipping fees \$1.27 per ton)
1994	\$56,000.00	
1995	\$56,000.00	
1996	\$145,000.00	(\$56,000.00 plus \$89,000.00 additional requested for a new truck)
1997	\$67,000.00	(Requested additional for McDonald's)
1998	\$67,000.00	
1999	\$67,000.00	
2000	\$67,000.00	
2001	\$67,000.00	

2002	\$67,000.00	
2003	\$67,000.00	
2004	\$67,000.00	
2005	\$67,000.00	
2006	\$102,000.00	(\$67,000 yearly plus \$35,000.00 ½ of truck costs)
2007	\$67,000.00	(Landfill tipping fee \$1.27 per ton)
Total	\$1,114,150.00	

TAZEWELL HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/925-5511

CONTRACT

THIS AGREEMENT is entered into by and between the **City of Pekin** (hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of **\$67,000.00**. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on the date of this Agreement and end on **12/31/08**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement may have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

Upon request by the COUNTY, Grantee agrees to prepare and submit an annual progress report detailing program expenditures.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

TAZEWELL COUNTY

By: _____
County Chairman

ATTEST: _____
County Clerk

Dated: _____

GRANTEE

By: *Gregory D. Bonney* *City of Pekin*
Mayor/Supervisor

ATTEST: _____
City Clerk

Dated: 9/6/07



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Addendum to Engineering Agreement with STS for Parkway Drainage

AGENDA DATE REQUESTED: September 24, 2007

ACTION REQUESTED: Approve addendum for an additional \$7,700 to revise design drawings for the storm drainage plans for Parkway at Knollwood.

BACKGROUND: Original drawings for this project were completed in March of this year. During negotiations, there was one owner who did not want to allow a permanent easement so the design has to be changed. This will require relocating the outlet of the pipe and additional right of way from District 108.

FINANCIAL IMPACT: The funding comes from the stormwater account which at this time is covered by the General Fund.

NEIGHBORHOOD CONCERNS: This project will relieve the flooding problems on Parkway at Knollwood.

IMPACT IF APPROVED: Will allow the completion of the design of the project and get it ready for bidding.

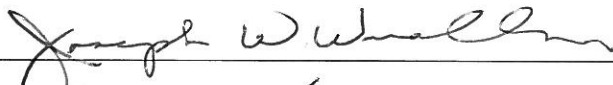
IMPACT IF DENIED: The flooding experienced will continue at this location will continue to occur during heavy rains.

ALTERNATIVES: This area has been surveyed and studied with the proposed design being the most cost effective alternative.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation.

REQUIRED SIGNATURES

Department Director

 9/17/07
Date

Finance Department

 9-17-07
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date



Change Order

**84****STS CONSULTANTS**

STS Consultants, Ltd.
111 NE Jefferson Avenue
Peoria, Illinois 61602

Voice 309-676-8464
Fax 309-676-5445

Change Order No. 1
for the Parkway Drainage Improvements Project
STS Project No. 200607098

RETURN TO: STS Consultants, Ltd. Date: September 14, 2007
111 NE Jefferson Avenue
Peoria, IL 61602
Attention: Joe Wuellner

SUMMARY: **Original Contract Amount:** **\$ 14,500**
 Total Previous Change Orders: **\$ 0**
 Amount this Change Order: **\$ 7,700**
 Revised Contract Amount **\$ 22,200**

CHANGE ORDER NUMBER	DESCRIPTION	AMOUNT
1	Provide additional survey, design and analysis of storm sewer system, and revise construction documents.	\$7700

STS CONSULTANTS, LTD.**City of Pekin, Illinois**

By: Karen S. Dvorsky, PE
Name

By: _____

Title: Senior Project Engineer

Title: _____

Date: _____

Date: _____

STS CONSULTANTS, LTD.**(2nd Company name here, if applicable)**

By: Raymond J. Perisin, PE
Name

By: _____

Title: Principal Engineer

Title: _____

Date: _____

Date: _____

File:

WHEREAS, *James Field was and is the focal point of Pekin. It is known for a point of direction or a meeting place to direct people who are coming into the city for the first time; and*

WHEREAS, *Over the years it has been the place for countless events. The field has been the staging area for many occasions, our Halloween and Christmas parades. Spruce Up Pekin and Pekin High Homecoming parades. On Labor Day many years ago the unions would meet there to start their parade; and*

WHEREAS, *The field has hosted many events for children throughout its life. These brought together youth from different parts of the town. Many lasting friendships were formed in this manner; and*

WHEREAS, *Some of Pekin Highs greatest athletes played big 12 football games there. Hank Bruder, Bud Von Boeckman and John Rebuffoni to name a few. In Track and Field there was Freddy Blue Jacket and Georgy Wilson. Two of Pekin High Schools legendary coaches toiled on this city block; Frenchy Haussler and Jim Lewis; and*

WHEREAS, *From 1916 Children from different and diverse backgrounds have come together on this piece of land to play ball, fly kites, play soccer and just be kids. How could one piece of land in the middle of a town be used better than that!*

NOW, THEREFORE, BE IT RESOLVED I, R. DAVID TEBBEN, Mayor of the City of Pekin, do hereby proclaim the month of October, 2007, as

"SAVE JAMES FIELD"

in the City of Pekin, Tazewell County, Illinois, and encourage our community's citizens to please help save this part of Pekin History for our children and the future!.

ADOPTED, the 24th of September in the Year of Our Lord, Two Thousand and Seven.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

MAYOR PROTEM SCHEDULE

2007 – 2009

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
				ABEL	BLANCHARD	DUNN	JONES	KORTKAMP	STRAND	ABEL	BLANCHARD
DUNN	JONES	KORTKAMP	STRAND	ABEL	BLANCHARD	DUNN	JONES	KORTKAMP	STRAND	ABEL	BLANCHARD
DUNN	JONES	KORTKAMP	STRAND								

1-5-3: MEETINGS:

- A. Regular Meetings: Regular meetings of the City Council of the City of Pekin shall be held in the Council Chambers in the City Hall on the second and fourth Monday of each month at 5:30 o'clock P.M., except that when Monday shall be a legal holiday, the City Council shall meet on the Tuesday next following at the same hour.
- B. Adjourned or Recessed Meetings: Adjourned or recessed meetings of the City Council of the City of Pekin may be held for the purpose of completing any unfinished business of a regular meeting at such time or times as may be determined by majority vote of the City Council.
- C. Deferred Meetings: Regular meetings of the City Council may be deferred to the Tuesday or Wednesday next following the regular Monday night meeting by majority vote of the City Council, which vote shall be taken not later than the regular meeting preceding the meeting to be deferred to the following Tuesday or Wednesday night of the following week, and such meeting may be deferred at any time in said manner if it is deemed by the City Council to be in the best interest of the City of Pekin.

This page can be found on the web at the following url:
<http://www.opm.gov/fedhol/2007.asp>

U.S. Office of Personnel Management

Ensuring the Federal Government has an effective civilian workforce

Federal Holidays

2007 Federal Holidays

Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a nonworkday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

Monday, January 1	New Year's Day
Monday, January 15	Birthday of Martin Luther King, Jr.
Monday, February 19*	Washington's Birthday
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, October 8	Columbus Day
Monday, November 12**	Veterans Day
Thursday, November 22	Thanksgiving Day
Tuesday, December 25	Christmas Day

** This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.*

*** November 11, 2007, (the legal public holiday for Veterans Day) falls on a Sunday. For most Federal employees, Monday, November 12, will be treated as a holiday for pay and leave purposes (See 5 U.S.C. 6103(b).)*

Federal Holidays Home Page

U.S. Office of Personnel Management 1900 E Street NW, Washington, DC 20415 | (202) 606-1800
| TTY (202) 606-2532



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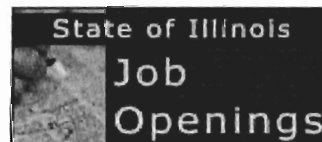
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State of Illinois Holiday Calendar

Holiday	2007	2008
New Year's Day	Monday, January 1	Tuesday, January 1
Martin Luther King Day	Monday, January 15	Monday, January 21
Lincoln's Birthday	Monday, February 12	Tuesday, February 12
Washington's Birthday	Monday, February 19	Monday, February 18
Memorial Day	Monday, May 28	Monday, May 26
Independence Day	Wednesday, July 4	Friday, July 4
Labor Day	Monday, September 3	Monday, September 1
Columbus Day	Monday, October 8	Monday, October 13
General Election Day		Tuesday, November 4
Veterans' Day	Monday, November 12	Tuesday, November 11
Thanksgiving Day	Thursday and Friday, November 22 and 23	Thursday and Friday, November 27 and 28
Christmas Day	Tuesday, December 25	Thursday, December 25

September 20, 2007

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