



City of Pekin

REGULAR COUNCIL MEETING JULY 27, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Pro Tem Strand

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 July 13, 2009.

VOTE REQUIRED

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

- VII. CONSENT AGENDA**
- 1. Receive and File Monthly Reports and Minutes:** Traffic Safety Committee Minutes Dated July 2, 2009 and Liquor Commission Meeting Dated June 11, 2009.
 - 2. Charitable Solicitation:** Bike Run Benefit for Dyllon - September 12, 2009
Benefit for Bradley Alexander Van Lift Fund - August 8, 2009
 - 3. Receive and File** Letter Supporting High Speed Rail Development to Governor Quinn
 - 4. Receive and File** Pekin Public Library 2008-2009 Illinois Public Library Annual Report (IPLAR)
 - 5. Receive and File** Pekin Zoning Board of Appeals Minutes Dated July 8, 2009
 - 6. Receive and File** Pekin Planning Commission Minutes Dated July 8, 2009
 - 7. Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #08-1778 – recommends to approve Rezoning of property from B-1 (Local Business District) to B-3 (General Business District) on Broadway

- b. Hearing #08-1779 – recommends to approve Special Use for a Veterinary Clinic with outdoor runs for the property on Broadway
- c. Hearing #08-1780 – recommends to approve Site Plan for Veterinary Clinic with Kennels inside for the property on Broadway
- d. Hearing #08-1781 – recommends to approve the following changes to the Code for Signs in a B-2 Zone:
 9-10-8-G adding paragraph
 5) Signs, awnings or canopies, only within a B-2 Central Business District. Provided further that the bottoms of signs and valances of any awning or canopy are no less than eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement edge.
 9-10-9-B adding paragraph
 1) String lights used in connection with business premises for commercial purposes, must be installed and maintained in compliance to the most current adopted building and electrical codes.

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. Police Department Retirement

DESCRIPTION: Recognition of Lieutenant Carl Powell for 29 years of service to the City of Pekin

PRESENTER: Police Chief Ted Miller

2. Department Report - Pekin Public Library

DESCRIPTION: Report on library's increased usage over the last six months, and provide details on lobby renovation project.

PRESENTER: Director Jeff Brooks

IX. NEW BUSINESS

1. Ordinance No. 1568-A177-09/10 – Providing for the Rezoning Certain Property **(JW)**

DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Rezoning Property East of Veterans Drive and North of Broadway Road from B-1 (Local Business District) to B-3 (General Business District).

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

2. Site Plan **(JW)**

DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the site plan for a Veterinary Clinic with Kennels inside for the property East of Veterans Drive and North of Broadway Road.

ACTION: Motion to approve the site plan.

VOTE REQUIRED

3. Special Use **(JW)**

DESCRIPTION: recommendation of the Pekin Planning Commission to approve the special use for Kennels inside a Veterinary Clinic with out door runs for the Property East of Veterans Drive and North of Broadway Road.

ACTION: Motion to approve the special use.

VOTE REQUIRED

4. **Ordinance No. 2590-OA-09/10 – Amending Title 9, Chapter 10, Section 8 G. and 9-10-9 B. of the Code of the City of Pekin 1995 Regarding Signs and Exterior Lighting** (JW)
DESCRIPTION: Recommendation of the Pekin Planning Commission for additions in the Code for restrictions of signs, awnings, canopies in a B-2 Central Business District and string lights use in connection with business premises for commercial purposes.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

5. **Annual PPUATS Joint Funding Agreement FY 2010** (DK)
DESCRIPTION: Agreement with participating agencies and Tri-County Regional Planning Commission for Peoria/Pekin Urbanized Area Transportation Study annual dues in the amount of \$11,421.97. Expenditure provided in the budget.

ACTION: Motion to approved agreement.

VOTE REQUIRED

6. **Resolution No. 13 - 08/09 – An Illinois Department of Transportation Resolution for Improvement by Municipality Under the Illinois Highway Code** (DK)
DESCRIPTION: Appropriating \$11,421.97 Motor Fund Tax Funds for the PPUATS Joint Funding Agreement FY 2010.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

7. **2008 Consolidated Annual Performance Evaluation Report (CAPER) for Community Development Block Grant (CDBG) Entitlement** (PA)
DESCRIPTION: HUD required yearly evaluation report stating the accomplished goals for the past fiscal year and performance measurements based from the Five Year Consolidated Plan.

ACTION: Motion to approve the 2008 CAPER.

VOTE REQUIRED

8. **Amendment to Community Development Block Grant 2009 Action Plan** (PA)
DESCRIPTION: Approval of the amended 2009 Action Plan for the allocation of \$93,457.34 Community Development Block Grant funds.

ACTION: Motion to approve Amendment.

VOTE REQUIRED

9. **Ordinance No. 2591-09/10 - Asset Purchase Agreement - School Buses**
DESCRIPTION: Expansion of the school bus transportation operation by acquiring the Hoyle School Bus Transportation Company in the amount of \$300,000. The City to provide service while keeping the cost down substantially for both school districts and taxpayers.

ACTION: Motion to approve the contract for acquisition of Hoyle Bus System in the amount of \$300,000.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members

Staff

Announcement - accepting applications to serve on a new Public Transportation Subcommittee of the Mayor's Advisory Committee for Persons with Disabilities

Public Questions

Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c.) 5. *The purchase or lease of real property for the use of the public body.*

5 ILCS 120/2 (c.) 6. *The setting of a price for sale or lease of property owned by the public body.*

ACTION: *Motion to move to Executive Session.*

VOTE REQUIRED

XII. ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JULY 13, 2009 AT 5:30 O'CLOCK P.M.
RUSTY DUNN MAYOR PRESIDING**

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

ABSENT:

The **Pledge of Allegiance** was led by Chief Timothy Gillespie's grand children Kristen Connor and Cameron Gillespie.

Roll was called and all Council Members were present.

AGENDA

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

MINUTES

Motion by Council Member Barra, seconded by Council Member Blanchard, that the **minutes of the Regular City Council Meeting of June 22, 2009 and the meeting of June 12, 2009 be approved as written**. On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Rich Root, 717 South 7th Street addressed Council regarding his support of the purchase of Hoyle Bus Operations and read from a prepared letter that was submitted to the City Clerk for public record.

CONSENT AGENDA

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

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

1. **Receive and File Monthly Reports and Minutes:** Police Department June Report, Building Department Reports, Traffic Safety Committee Minutes Work Session dated June 19, 2009, Liquor Commission Minutes dated May 28, 2009.
2. **Charitable Solicitation:** "Jesse Brown Memorial" August 1, 2009
"Pekin Union Mission Tag Days" October 23, 24, 25, 2009
3. **Receive and File** bids for James Field Sidewalk Project opened June 25, 2009
4. **Receive and File** bids for Sale of Property 300 Block of Court Street opened July 10, 2009
5. **Resolution No. 11-09/10** – Mayor's Appointment of Kyle Peebles to the Pekin Planning Commission to fill the unexpired term of Michele Long until May 15, 2011.

On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

A **PUBLIC HEARING** was opened by Mayor Dunn at 5:41 p.m. to discuss the potential sale of Municipally Owned Property in the 300 Block of Court Street, Block 46 of Original Town Lots 12, 13, 14 containing 0.16 acres. Comments were given to Council by City Manager Dennis Kief. He advised that sealed bids were sought for a minimum amount of \$40,000.00 and opened July 10, 2009 at 10:00 a.m. City and TIF standards were required of all improvements to the property. One bid was received in the amount of \$42,500.00. After seeing the advertisement Mr. Kief also received a written request to

purchase 25 ft in Block 46 east of the interested party's business. Council Member Blanchard commented that it might be to the City's advantage to sell the three lots individually. Todd Thompson, Manito, questioned if the property discussed was the unimproved gravel lots next to the old Shipper-Block Building. He inquired what the bidder's end use of the lots would be. No other comments were received and the Public Hearing was closed at 5:43 p.m.

RETIRING POLICE CHIEF TIMOTHY GILLESPIE was presented a City watch by City Manager Dennis Kief in recognition of his 39 years of dedicated service to the City of Pekin and his 12 years as Chief of the Pekin Police Department. Since 1970 the Chief was promoted in the ranks of patrol, sergeant, chief, severed several administrations, and was chief under 4 mayors in the last 5 years. Deputy Chief/Interim Police Chief Ted Miller honored the Chief with accolades of his commitment to the City and the department. He was presented a memorable plaque his badges from each rank served. Council Member Strand spoke highly of the Chief through her experience serving on the Fire & Police Commission and through his support with the Children's Advocacy Center.

Mayor Dunn announced that the signing of the State's Capitol Plan meant Pekin would receive the \$30 million dollars of 100% State Funding to improve Veterans Drive South. He expressed appreciation to Bill Fleming, Chamber of Commerce, the Transportation Committee, Senators and Representatives, Koehler, Schock, Smith, and City Manager Dennis Kief for their continuous work and support of the project. Mr. Kief explained that the \$30 million dollars would complete the 5 lanes from Mall Road west on VFW Road to Rt. 29. Court Street would then be renovated, truck route removed, and become a City Street. He felt the project, which received support in 1992 from Senator Luft through Carole Shields, was included in the Plan because it was a "shovel ready" project. He expressed appreciation to all administrations for Council support and to the legislators through the years.

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member Barra, that the **AMENDMENT TO CITY OF PEKIN/EAST COURT VILLAGE I DEVELOPMENT AGREEMENT WITH EAST COURT VILLAGE, LLC**, be approved. City Manager Dennis Kief addressed the next two agreements. East Court I was the old Mall and East Court Village II was the abandoned Shopko building. Goodys and Steve & Barrys exits were a result of national decisions unrelated to Pekin economy. The developer requested a new amortization schedule extended on 6% loan to Cullinan Properties as incentive to fill available retail square footage remaining. A large retailer had expressed interest in the East Court Village II property. Development Manager Jeff Giebelhausen told Council he appreciated their support and asked that they continue the partnership by voting to extend the agreements. He then announced the planned opening of Dunham Discount Sports in the old Goodys location in late October. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Strand, that the **AMENDMENT TO CITY OF PEKIN/EAST COURT VILLAGE II DEVELOPMENT AGREEMENT WITH EAST COURT VILLAGE II, LLC**, be approved. On roll call vote, all present voted Aye

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that the **ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION – PARKWAY PAVEMENT REHABILITATION, local share in the amount of \$17,724.00**, be approved. Public Works Director Joe Wuellner recommended approval of the City share to the \$432,276.00 received as part of the American Recovery and Reinvestment Act to mill and overlay a portion of Parkway Drive from Court to Willow. State would bid the project in the Fall with completion of work Spring of 2010. On roll call vote, all present voted Aye.

RESOLUTION NO. 12-09/10

RESOLUTION TO ADOPT IMRF EARLY RETIREMENT INCENTIVE AND RESOLUTION TO ADOPT AMORTIZATION PERIOD FOR IMRF EARLY RETIREMENT INCENTIVE

Motion by Council Member Barra, seconded by Council Member Abel, that Resolution No. 12-09/10 be adopted. The City Manager advised Council that the resolution enabled Illinois Municipal Retirement Fund employees to purchase up to 5 years of service time to receive 45% pension. Twenty-three employees were eligible to opt into the plan during the CY2010 January 1-December 31, 2010. Though

the Manager's recommended restructuring was not mandatory to the ERI, the increase in the City's IMRF liability costs estimated at \$1,820,988.00 would be offset by consolidation of positions. Council Members discussed details of the employee and employer's participation. Questions were deferred to Cindy Lambin IMRF Field Representative. Council Members Blanchard and Stand expressed concern of repayment and using taxpayer funds to have employees retire. Council Member Kortkamp questioned the advantage of a 10-year amortization over the proposed 5-year plan to repay the liability of the program. Council Member Abel offered an amendment to the resolution, seconded by Council Member Schmidgall that the amortized cost of the incentive be over a period of 10 years. On roll call vote, Ayes, Schmidgall, Kortkamp, Barra, Abel, and Dunn; Nays, Strand and Blanchard. Motion Carried. On roll call vote for the adoption of Resolution No. 12-09/10 as amended, Ayes, Schmidgall, Kortkamp, Barra, Abel, and Dunn; Nays, Strand and Blanchard. Motion Carried.

Motion by Council Member Kortkamp, seconded by Council Member Abel, that **STAFF BE AUTHORIZED TO ENTER INTO AN AGREEMENT FOR ACQUISITION OF HOYLE BUS SYSTEM in the amount of \$300,000.00.** Mayor Dunn read portions of a letter of support from Superintendent of School District 108 Bill Link and the following was requested to be made a part of the record:

July 3, 2009

Rusty Dunn
Mayor of the City of Pekin
111 South Capitol
Pekin, IL 61554

Dear Mayor Dun and Members of the Pekin City Council:

As you are aware Mr. Frank Hoyle will be retiring at the conclusion of the upcoming school year and selling his student transportation business. It is my understanding that the City of Pekin has an opportunity to purchase Hoyle Transportation. As the superintendent of schools, community resident, and parent of three elementary school aged children, I am encouraged by this prospect for several reasons.

The opportunity to contract our student transportation service through local Pekin providers has alleviated the extensive burden of District 108 operating a transportation service. This has allowed us to allocate more time, energy, and resources toward the business of education and our primary mission of serving the children of the Pekin community. As a result of a mutual commitment to children and a partnership approach, a very strong working relationship has been established with the City of Pekin and Hoyle Transportation that has yielded a high degree of collaboration and ongoing quality customer service.

We have been fortunate to utilize the expertise of entities and individuals who specialize in the student transportation business to provide safe and dependable busing for nearing three thousand students on a daily basis. It is reassuring to have the confidence that our local transportation providers place a high priority on attention to detail by thoroughly addressing all state and federal regulations, and consistently going above and beyond regarding measures to ensure students safety.

The ongoing relationship with the local transportation providers has not only addressed the well-being of our children, it has also benefited all Pekin residents. The current student transportation contracts with the City of Pekin and Hoyle Transportation beginning in 2007, afford District 108 approximately \$425,000 savings per year when compared to the cost for the same services if provided by a commercial student transportation company. Over the life of the five years of the contracts this is a savings of more than \$2.1 million. This venture keeps more local tax dollars in the community, brings revenue into the city, and helps hold down costs for the school district.

As there are many important issues that come before you, this one undoubtedly will require careful thought as a course of action is determined. Therefore, I respectfully request that you keep the fore mentioned points in mind as you deliberate on this matter.

Bill Link
Superintendent of Schools

Director of Transportation Greg Ranney recommended the expansion of the school bus transportation operation by acquiring the Hoyle School Bus Transportation Company in the amount of \$300,000. The City would provide service while keeping the cost down substantially for both school districts and taxpayers. Generally the Council spoke in support of the opportunity. Council Member Blanchard expressed concern that he was not provided complete information of cost of employees and condition of inventory. He questioned the action of the motion to negotiate a possible agreement or expend \$300,000.00 for the bus company. It was stated the intention was to purchase and Council agreed that they should be presented the contract document with Hoyle for adoption at the next Council meeting. On roll call vote, Ayes, Strand, Kortkamp, Schmidgall, Abel, Barra, and Dunn; Nay, Blanchard. Motion Carried.

Motion by Council Member Blanchard, seconded by Council Member Strand, that the **BID FOR SIDEWALK IMPROVEMENT JAMES FIELD PROJECT** be accepted in the amount of \$17,304.00 and the contract be **AWARDED TO KNAPP CONCRETE CONTRACTORS, INC.** Public Works Director Joe Wuellner explained the improvement included grading, compact sub-base, install concrete and aggregate base for future brick pavers at three entrances of James Field Complex, 800 Block of Broadway paid from the TIF budget. He assured Council that he was comfortable with the contractor references and their awareness of the complete project after receiving the significantly low bid. On roll call vote, all present voted Aye.

ORDINANCE NO. 2588-09/10

ACCEPTING AN AGREEMENT TO PURCHASE AND AUTHORIZING THE PURCHASE OF REAL PROPERTY 128 ST. MARY STREET

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that Ordinance No. 2588-09/10 be adopted. City Manager Dennis Kief advised that the City was acquiring properties as they became available and this was one of the last 2 lots in the targeted area for marketing a large developable parcel at the riverfront. He explained that there was no specific plan but the residence was in very good condition with the potential to lease or relocate the structure. Council Member Blanchard was not in favor of spending funds for no immediate need. Motion by Council Member Blanchard, seconded by Council Member Schmidgall that "purchase price not to exceed \$60,000.00" be included in the stated motion. On roll call vote, Ayes, Blanchard and Schmidgall; Nays, Strand, Kortkamp, Barra, Abel, and Dunn. Motion failed. On roll call vote of the original motion to adopt the Ordinance, Ayes, Schmidgall, Strand, Kortkamp, Barra, Abel, and Dunn; Nay, Blanchard. Motion carried.

ORDINANCE NO. 2589-09/10

AMENDING TITLE 6 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES

Motion by Council Member Barra, seconded by Council Member Abel, that Ordinance No. 2589-09/10 be adopted. Deputy Chief Ted Miller explained that the Deputies and the Chief followed the directive of the Council and reviewed the concerns for the innocent voiced by the public regarding possible amendments to the language of the ordinance. It was felt the original Ordinance was in the spirit of the law as intended but on rare occasions where the Secretary of State Office, due to clerical or computer errors, had provided inaccurate driver's license validity a small number of vehicles were impound. The proposed amendment would allow reimbursement if such an error occurred. The department had also adopted internal policy in regards to the discretion of the officers in determining the owner's accountability for the conduct-giving rise to the impoundment. Council discussed the ordinance at length. Members commented on the intent to deter DUI drivers and the owner as the responsibly party. It was generally felt it was not the job of the Council to mandate police policy or set a bad precedent of including internal department policy in the Code. Council Member Schmidgall stated he was supportive of an amendment where reimbursement of innocent party was paid by restitution of the guilty party. Council Member Blanchard felt the proposed amendment did nothing to remedy the request that had been recommended for a more fair ordinance for the innocent victims. He then made the motion to amend the Ordinance to incorporate herein by this reference the police procedure policy into the Code, seconded in the interest of discussion by Council Member Schmidgall. On roll call vote, Nays, Strand, Kortkamp, Barra, Abel, Schmidgall, and Dunn; Aye, Blanchard. Motion Failed

On roll call vote to adopt Ordinance No. 2589-09/10 as presented, Ayes, Strand, Kortkamp, Barra, Abel, and Dunn; Nays, Schmidgall and Blanchard. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel asked that drivers be cautious when driving through the maze of construction barricades as the State completes the maintenance to Court Street.

Council Member Blanchard noted several burglaries had taken place on the Southside and advised vacationers to leave their lights on. He asked that the Police Department publicize a list of how to keep your house safe.

Council Member Kortkamp congratulated Main Street for the success of their Friday Night on Court Street event complete with nice night and great music. She asked that the public mark their calendars for August 14 to attend the Wind Symphony on the Riverfront.

Council Member Schmidgall addressed several remarks made at the June 22nd Council Meeting presentation of the ordinance to reduce the speed on Broadway Road from Hickory Lane to California Road. He recommended Traffic Safety Committee reconsider the failed ordinance to transition the speed from 35 to 45. Council Member Strand spoke in favor of Council Member Schmidgall's request.

Christal Dagit 1413 Charlotte Street invited Council and the public to attend the Art Festival on Saturday July 18 and Sunday July 19 from 10:00 a.m. to 5:00 p.m. for food, art, music and family entertainment at the Riverfront Park.

Director of Main Street, Leigh Ann Matthews thanked the public for the success of the Downtown Event on Friday and encouraged everyone to attend the next event on Saturday July 25. Main Street would host a Cruise Inn on Court Street with free admission from 3:00-9:00 p.m. There would be entertainment and food.

Daniel DeHoog 619 S. 12th Street addressed Council on the subject of towing and impounding vehicles. He suggested the repeal of the Seizure and Impoundment Ordinance be placed on the ballot for Referendum vote of the public. Council Member Blanchard asked that staff research the feasibility of utilizing City property for impounded vehicles.

EXECUTIVE SESSION

Motion by Council Member Kortkamp, seconded by Council Member Strand, that **Council move to Executive Session** at 7:40 P.M. to discuss 5 ILCS 120/2 (c.) 2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2 (c) 5. the purchase or lease of real property for the use of the public body. 5 ILCS 120/2 (c) 6. The setting of a price for sale or lease of property owned by the public body. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 8:40 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
JULY 2, 2009 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Tim Gillespie, Denny Kief, Chuck Lauss, Dave Pagliaro, Will Taylor. Also present, Lee Ann Wrhel and Kyle Peebles (from Representative Mike Smith's office).

Old Business:

1. *Restricted Parking (Cul-de-sacs) June 19, 2009 Work Session*
Chuck Lauss is working on documenting the measurements of cul-de-sacs. Criteria will be developed regarding parking restrictions.
2. *Downtown Parking Meters*
Leigh Ann Mathews was invited into the meeting on this subject. The committee asked her to talk to the Pekin Main Street members regarding installation of parking meters downtown and to inform the members that the committee is looking for a workable solution to downtown parking. Meters are common in other cities. She will report back to the committee regarding their input.
3. *Traffic Light Countdown Warning Signs*
Countdown heads are \$250 each. Eight heads are necessary for an intersection.

New Business:

1. *Request to vacate a portion of Cynthiana St.*
This request was discussed. The proposal would create a traffic visibility safety hazard for motorists turning onto Second St. from Broadway. Tim Gillespie made a motion to leave this area as is. Dave Pagliaro seconded the motion. All in favor.
2. *No Parking Request – Cambridge Ct.*
This street is not a narrow street. Dave Pagliaro made a motion to leave the area as is. Will Taylor seconded the motion. All in favor.
3. *Handicapped Ramps – S. 6th St. corners*
This item is not a traffic safety matter.
4. *7th St. at Ann Eliza*
Discussion of this subject will be deferred to the August meeting. The Pastor of St. Paul United Church of Christ will be invited to attend the meeting.
5. *Stop Sign Request – Cooper @ Knapp*
The counters will be put out at this location. This item will be discussed at the August meeting.
6. *Parking Concern – Curve on Quail Hollow*
The curve is difficult to navigate when vehicles are parked on it. This item was tabled for further study. It will be discussed at the August meeting.

7. *Parking – Pine St. and Maple Park Dr.*

The inside curve at this location has restricted parking at this time. This will be discussed at the next meeting. Committee members will review what further restrictions need to be made at this location. Fire hydrant locations in this area will also be taken into consideration.

Tim Gillespie will be retiring in July. His last day to work will be July 17th. This was his last Traffic Safety meeting. He said that he has enjoyed his time on the committee.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING AUGUST 7, 2009 @ 8:30 A.M.

City of Pekin

SPECIAL LIQUOR COMMISSION MINUTES THURSDAY, JUNE 11, 2009 4:00 P.M. CITY HALL COUNCIL CHAMBERS

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:12p.m.

PLEDGE of ALLEIGENCE

Lauss led the pledge

ROLL CALL

The following members were present for roll call: Deputy Liquor Commissioner Rick VonRohr, Dave Eitenmiller, Fire Chief Chuck Lauss, Police Chief Timothy Gillespie and Holly Brown.
Also present: Sue Bosich, Assistant Corporation Counsel

APPROVAL OF AGENDA

Lauss made a motion to accept the Agenda of June 11, 2009, seconded by Eitenmiller. Motion passed.

APPROVAL OF MINUTES

Eitenmiller made a motion to approve the May 28, 2009 minutes as presented, seconded by Brown. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time

NEW BUSINESS

Hearings:

- 1) Pottsie's Place – Tina Gilpin – 302 Margaret.** Stipulated to the facts. Ms. Gilpin spoke on behalf of the bar. She stated this is not the normal way they usually do business, they admitted they were guilty and fines have been very expensive. Ms. Gilpin asked if Attorney Bosich would call the State Liquor Control Commission and/or fax the City's fines down to them. Ms. Gilpin signed the form from Attorney Bosich.
- 2) Beer Bellie's – Cory Hart – 2801 Court Street.** Stipulated to the facts. Cory Hart spoke on behalf of the bar. Mr. Hart stated they have zero tolerance and the bartender was fired. He also stated they are looking into an on-line course, which he believes is a 4 hour course for all bartenders. Mr. Hart signed the form from Attorney Bosich
- 3) Broadway Liquor – Nick Filarski – 2100 Broadway.** Stipulated to the facts. Mr. Filarski stated they have zero tolerance and the employee who had over 20 years with them was fired. He is looking into a few new programs for training. A BASSAT course and a State ID Carding policy. He stated they have very good employees that have been with Broadway Liquor for years. Mr. Filarski signed the form from Attorney Bosich
- 4) Roxy's Lanes – Charles Gier – 114 N. 3rd –** Stipulated to the facts. Mr. Gier spoke on behalf of his employee. Stated this man has been with him for 20 years and has always been good at carding, this one just got by him. Mr. Gier signed the form from Attorney Bosich.
- 5) Ol' Dad's – Jeffrey Nizzia – 1010 South 2nd Street.** Stipulated to the facts. Mr. Nizzia spoke on behalf of the bartender. He stated she did card the person, it was a new license. He admitted that it was partially his fault since he did not have current papers in place in his business. Mr. Nizzia signed the form from Attorney Bosich.

Discussions: Questions asked if can go back on past occurrences. Since the new fines were implemented it wouldn't seem right to fine one higher than the other. Commission feels with some establishment's fines, etc.

would not make a difference; this will happen again and does not see it getting any better. Rick stated he could talk to the owner of Ol' Dad's and let him know his bartender needs to go through classes and/or training on checking ID's.

Gillespie made a motion to fine each business \$500, plus Attorney fee's and cost, Seconded by Brown. Motion passed.

Any Other Business

Fight at Beer Bellies will this come before the Commission. No City Code Ordinance violations committed. Attorney Bosich – will begin to use the new forms.

VonRohr – questions on the Beer Garden at Pottise's Place. It's almost open and feels this does not meet the Liquor Commission's Code. You can enter the Beer Garden without having to enter the bar. Also you can hit the panic door from the outside to open. Suggestions were for the Commission to go and look at before Ron Sieh with Inspections goes for his final inspection. They would have to comply with the Code. Commission could impose conditions on their Beer Garden license.

Meeting adjourned at 5:15P.M. Next Meeting: Thursday, June 25, 2009 at 4:00pm.

Respectfully submitted Paula Gensel

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 7/14/09
Address of Organization 104 ST. MARKS DR S. Pekin, IL
Telephone Number (309) 634-5437
Name, Address and Telephone Number of person filling out form:
Kyomi Craig (309) 634-5437
2. Name, Title and Address of Principal Executive Officer of Organization: Kyomi Craig
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: NO
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: VIA
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:
Calling and Walking In
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 |
|--------------|--------------|----------|---------------|---|
| <u>Craig</u> | <u>Kyomi</u> | <u>L</u> | <u>9-6-77</u> | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

N/A

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

medical Cost for Dyllon and
A portion to Autism research

9. Do you employ a full-time salaried Executive Director: _____
If YES, give name and business of residence address:

N/A

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: _____ If YES, give name and address of such Organization or person:

N/A

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

N/A

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:

N/A

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

DATE:

SIGNED:

July 14, 2001
[Signature]

BENEFIT FOR DYLLON



**BC KARAOKE
SALOON**

Bartonville, IL

**BIKE RUN
SIGN-IN 1-3PM**

DYLLON IS 6YRS OLD AND HAS BEEN DIAGNOSED
WITH THE ASPERGER'S DISORDER FORM OF AUTISM.
YOUR DONATIONS WILL GO TOWARDS MEDICAL COSTS.

A PORTION OF THE PROCEEDS WILL GO TOWARDS
AUTISM RESEARCH.



**BENEFIT SEPT. 12TH
NOON - CLOSE**

FOR MORE INFORMATION, CONTACT KIYOMI
309.634.5437 OR 309.348.4425

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 7-17-09
 Address of Organization N/A
 Telephone Number N/A
 Name, Address and Telephone Number of person filling out form:
Karla Alexander 902 Eisenhower Dr. Pekin IL 61554
309-267-3282
2. Name, Title and Address of Principal Executive Officer of Organization: N/A
3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: N/A
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: 902 Eisenhower Dr.
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:
See Attached letter and Flyer
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
Alexander	Karla		1-29-74	/
Alexander	Connie		12-21-64	
Alexander	Kevin		9-1-70	
Alexander	Kyle		9-1-70	
Kime	Virginia		8-26-38	
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

Jodi Spears

Jean Haynes

Cheryl Martinez

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":

Benefit for Bradley Alexander / Van with lift fund

9. Do you employ a full-time salaried Executive Director: N/A
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: _____ If YES, give name and address of such Organization or person: N/A

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

N/A

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:

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

DATE: 7-17-09

SIGNED: Karla Alexander



Bradley's van currently does not have a lift and he has outgrown his child car seat. We are trying to raise enough money to purchase a van with a lift so that Bradley may ride safely and securely.

Benefit for Bradley Alexander

(son of Karla Alexander)

Saturday
August 8, 2009
Goodfella's Pizza & Pub
1414 N. 8th St., Pekin

Benefit begins at 3:00 p.m.

3 p.m.-5 p.m.
Spaghetti Dinner

\$7.00 adult
\$4.00 children
(8 yrs. & under)
Includes salad and bread.

Raffle
Drawings

50/50
Tickets

Face
Painting

Live
Auction

Silent
Auction

Live Music
by Alias
at 9pm

All money raised
will go to the:

*Bradley Alexander
Van Lift Fund
c/o CEFCU
P.O. Box 1715
Peoria, IL 61656-1715*

For TICKETS or information, please contact:

benefitforbradley@yahoo.com

or

309.267.3217

Advance tickets only.



Bradley Kort Alexander

ALEXANDER

Ms. Karla Alexander
902 Eisenhower St.
Pekin, Illinois 61554
E-mail: benefitforbradley@yahoo.com
Phone: 309.267.3217



Picture 1



Picture 2



Picture 3



Picture 4



Picture 5

I am writing on behalf of my twelve year old son, Bradley Alexander. Bradley was born with cerebral palsy. He is unable to walk and does not have trunk (upper body) control. He is in a wheelchair and will be for his entire life. Bradley has grown too large for his current car seat as you can see in pictures 1 and 2. He weighs 55 lbs. and is 53" tall. It is becoming unsafe for Bradley to ride in my van because of his size. Therefore, it is going to limit the time Bradley is able to spend outside of our home. He will only be able to ride the bus which takes him to and from school. Socializing is a very important part of Bradley's life. He enjoys going places; Wal-mart being his favorite. Doctor appointments and other necessary trips are a concern as well.

I have been checking into obtaining a lift as in picture 3, which will allow Bradley, while in his chair, to easily be lifted into the van. As shown in picture 4, Bradley and his chair are securely locked in. In picture 5 you can see how comfortable Bradley is as well as how safe he would be. I have met with a man who installs and sells these types of vehicles and lifts. The cost of a lift is between \$20-25,000. However, my current van does not meet the criteria to have a lift installed. To purchase a van with this type of lift currently installed can range from \$18-55,000. The price is very expensive due to the procedure in which the lift is installed in the van. The van floor itself has to be lowered which means cutting into the framework of the van, etc.

I am a single parent and I am employed. However, I do not have the finances to purchase such an expensive item. My first step to raise funds is a benefit, which is being held in August of this year. Currently, I am trying to connect with agencies, businesses associates, retailers, etc. to see if I am able to obtain monetary donations toward the purchase of a van with a lift. Possibly receiving items to be used at the benefit. An account has been set up specifically for these funds at: CEFCU, P.O. Box 1715, Peoria, IL 61656-1715, under the name of The Bradley Alexander Van Lift Fund.

Obtaining a van with a lift for Bradley is a priority. It is an issue of safety and quality of life for him. I appreciate any assistance you may provide and thank you in advance.

Sincerely,

Karla A. Alexander



CITY OF
PEORIA

OFFICE OF THE MAYOR
JIM ARDIS

July 9, 2009

The Honorable Patrick Quinn
State of Illinois
207 State House
Springfield, Illinois 62706

Dear Governor Quinn:

As Central Illinois community leaders, we, along with other area civic, governmental, and economic development organizations, would like to convey our enthusiasm about the prospects for High Speed Rail development in Illinois. With \$8 billion in Federal support allocated via the American Recovery & Reinvestment Act, our state is poised to capitalize quickly on immediate opportunities. The administration has already designated the Chicago-St. Louis passenger rail corridor as a candidate for upgrade under this program.

We urge you to please immediately request U.S. Department of Transportation funding to undertake planning efforts for the evaluation of potential corridors for construction of dedicated passenger rail infrastructure, enabling operation of 220 mile-per-hour (mph) trains. Funding for planning long-term, high speed routes is incorporated in the law, and the planning effort can be completed in less than a year and outturned for approximately \$10 million.

We want to be clear that **all economic development interests in the Peoria area fully support the immediate revitalization of the existing Chicago-St. Louis passenger line via Normal and Springfield to 110 mph standards.** Funding allocations for the study of eventual 220 mph alignments exist separately within the Act, and your solicitation of such funding would, in no way, affect the vital upgrades to the existing route. The deadline for making "pre-application" for 220 mph study funding is July 10, and we are informed by allied interests that your office is preparing to make this submittal. We do thank you sincerely for taking this step. The full application is due by August 24, and we urge you and your staff to move forward with this process.

We appreciate that you have positioned Illinois at the forefront for a new era in high speed passenger rail transportation. Let us know how we can assist in this ongoing effort.

With appreciation,

Jim Ardis
Mayor, City of Peoria

Rusty L. Dunn
Mayor, City of Pekin

Norm Durflinger
President, Village of Morton

Gary W. Manier
Mayor, City of Washington

Dave Mingus
Mayor, City of East Peoria

JA/sj/kc

cc: Carolyn Brown Hodge, Deputy Chief of Staff

Peoria City Hall
419 Fulton St. Rm 207, Peoria, IL 61602
Phone 309 494 8519 Fax 309 494 8559



ILLINOIS PUBLIC LIBRARY ANNUAL REPORT (IPLAR)
CERTIFICATION PAGE
FISCAL YEAR 2008/09

Name of Community: Pekin

Name of Library: Pekin Public Library

Fiscal Year Start Date: 05/01/08

Fiscal Year End Date: 04/30/09

INSTRUCTIONS

1. Print the certification page.
2. Obtain the original signatures.
3. Submit the Certification Page with original signatures, a copy of the completed IPLAR, and all other required attachments directly to the Illinois State Library.

Certification:

This Illinois Public Library Annual Report (IPLAR) is being filed in accordance with **75 ILCS 5/4-10** (municipal libraries) or **75 ILCS 16/30-65** (public library districts). The undersigned authorized agents for this public library: (1) accept and acknowledge that the appended IPLAR is essentially accurate and correct; (2) transmit the appended IPLAR for review and any subsequent resolution; and, (3) agree that the IPLAR paper copy submitted to the Illinois State Library shall serve as the official file copy.

Affix original signatures (Signatures are required.):

	<u>5-26-09</u>
Library Director	Date

	<u>May 26, 2009</u>
President	Date

	<u>5-26-09</u>
Secretary	Date

Pekin Public Library

2008 - 2009 ILLINOIS PUBLIC LIBRARY ANNUAL REPORT (IPLAR)

IDENTIFICATION (1.1 - 1.35)



As Secretary of State and State Librarian, I commend our Illinois public libraries on the outstanding services they provide that enhance and enrich the lives of our citizens.

I truly appreciate the efforts and hard work of the 600+ Illinois public libraries in completing the Illinois Public Library Annual Report (IPLAR). The collected data provides a concise snapshot of the current status of Illinois public library services and programs. In addition, the collected information is shared nationally through the Federal-State Cooperative System (FSCS) for Public Library Data. As a result, Illinois librarians have the opportunity to compare themselves with their Illinois peers and librarians throughout the nation.

Again, thank you very much for your hard work in completing the current IPLAR, and for all the good work you do in keeping our patrons educated, entertained, and enlightened.

Sincerely, Jesse White

1.1	ELI Control # [FSCS 151]	30540
1.2	ELI Branch #	00
1.3	FSCS ID# [FSCS 150]	IL0422
1.4a	Legal Name of Library [FSCS 152]	Pekin Public Library
1.4b	If this locked question's answer has changed, then enter the updated answer here.	
1.5a	Facility Street Address [FSCS 153]	301 South Fourth Street
1.5b	If this locked question's answer has changed, then enter the updated answer here.	
1.6a	Facility City [FSCS 154]	Pekin
1.6b	If this locked question's answer has changed, then enter the updated answer here.	
1.7a	Facility Zip [FSCS 155]	61554
1.7b	If this locked question's answer has changed, then enter the updated answer here.	
1.8a	Facility Zip +4 [FSCS 156]	4284
1.8b	If this locked question's answer has changed, then enter the updated answer here.	4219
1.9a	Mailing Address [FSCS 157]	301 South Fourth Street
1.9b	If this locked question's answer has changed, then enter the updated answer here.	
1.10a	Mailing City [FSCS 158]	Pekin
1.10b	If this locked question's answer has changed, then enter the updated answer here.	
1.11a	Mailing Zip [FSCS 159]	61554
1.11b	If this locked question's answer has changed, then enter the updated answer here.	
1.12a	Mailing Zip +4 [FSCS 160]	4284
1.12b	If this locked question's answer has changed, then enter the updated answer here.	4219
1.13a	Library Telephone Number [FSCS 162]	309-347-7111
1.13b	If this locked question's answer has changed, then enter the updated answer here.	
1.14a	Library FAX Number	309-347-6587
1.14b	If this locked question's answer has changed, then enter the updated answer here.	
1.15	WWW Home Page [FSCS 163]	www.pekinpubliclibrary.org
Library Director's Information		
1.16	Name	Jeff Brooks
1.17	Title	Director

1.18	Library Director's E-mail	jbrooks@pekinpubliclibrary.org
1.19a	Type of library	CI - City
1.19b	If this locked question's answer has changed, then enter the updated answer here.	
1.20	Is your library a combined public and school library?	No
1.21	Does your library contract with another library to RECEIVE ALL your library services?	No
1.22	IF YES, list the names(s) of the library(ies) with whom you contract (Enter each in a separate repeating field)	
1.23a	County in which the administrative entity is located [FSCS 161]	Tazewell
1.23b	If this locked question's answer has changed, then enter the updated answer here.	
1.24	Did the administrative entity's legal service area boundaries change during the past year? [FSCS 205]	No
1.25	IF YES, indicate the reason for the boundary change	N/A
1.26	Population residing in tax base (Use the latest official federal census figure) [FSCS 208]	33,857
1.27	If the population has changed from the prior year's answer, then indicate the reason.	N/A
1.28a	Library system to which your library belonged as of January 1, 2008	ALS
1.28b	If this locked question's answer has changed, then enter the updated answer here.	
1.29	Administrative Entity: Select ONLY ONE that most nearly describes your library as an administrative entity. [FSCS 202]	SO
1.30	Does this library have an organized collection of printed or other library materials, or a combination thereof ?	Yes
1.31	Does this library have paid staff?	Yes
1.32	Does this library have an established schedule in which services of the staff are available to the public?	Yes
1.33	Does the library have the facilities necessary to support such a collection, staff, and schedule?	Yes
1.34	Is this library supported in whole or in part with public funds?	Yes
1.35	Does this public library meet ALL the criteria of the FSCS public library definition? [FSCS 203] (If you answered YES to each question 1.30 -1.34, then answer this question Yes. If you answered NO to any question 1.30 -1.34, then answer this question No.)	Yes

BRANCHES/OUTLETS (2.1 - 2.16)

2.1	Total number of bookmobiles [FSCS 211]	0
2.2	Total number of branch libraries [FSCS 210]	0
NOTE: For questions 2.3 through 2.16, ONLY INCLUDE branch libraries and bookmobile outlets. DO NOT include the main/central library.		
2.3a	Branch/Outlet Legal Name [FSCS 702]	N/A
2.3b	If this locked question's answer has changed, then enter the updated answer here.	
2.4	ELI Control # [FSCS 701]	N/A
2.5	ELI Branch #	N/A
2.6a	Street Address [FSCS 703]	N/A
2.6b	If this locked question's answer has changed, then enter the updated answer here.	
2.7a	City [FSCS 704]	N/A
2.7b	If this locked question's answer has changed, then enter the updated answer here.	
2.8a	Zip [FSCS 705]	N/A
2.8b	If this locked question's answer has changed, then enter the updated answer here.	

2.9a	Zip +4 [FSCS 706]	N/A
2.9b	If this locked question's answer has changed, then enter the updated answer here.	
2.10a	County [FSCS 707]	N/A
2.10b	If this locked question's answer has changed, then enter the updated answer here.	
2.11a	Telephone [FSCS 708]	N/A
2.11b	If this locked question's answer has changed, then enter the updated answer here.	
2.12a	Square Footage [FSCS 711]	N/A
2.12b	If this locked question's answer has changed, then enter the updated answer here.	
2.13	Outlet Type Code [FSCS 709]	N/A
2.14	Metropolitan Status Code [FSCS 710]	N/A
2.15	FSCS ID [FSCS 700]	N/A
2.16	FSCS SEQ	

ANNUAL REPORT DATA (3.1 - 3.7)

3.1	Fiscal Year Start Date (mm/dd/year) [FSCS 206]	05/01/08
3.2	Fiscal Year End Date (mm/dd/year) [FSCS 207]	04/30/09
3.3	Number of months in this fiscal year	12
3.4	Name of person preparing this annual report	Jeff Brooks
3.5	Telephone Number	309-347-7111
3.6	FAX Number	309-347-6587
3.7	E-Mail Address	jbrooks@pekinpubliclibrary.org

REFERENDA (4.1 - 4.12)

4.1	Was your library involved in a referendum in FY2008/09?	No
Include each type of referendum presented to the voters below:		
4.2	Referendum Type	N/A
4.3	If Other, what was the referendum type?	
4.4	Referendum Date (mm/dd/year)	
4.5	(P)assed or (F)ailed?	N/A
4.6	Effective Date (mm/dd/year)	

If in the last year, or in the period before filing this report, the library board took action to a) convert to public library district status by approval of the corporate authority [75 ILCS (Illinois Compiled Statutes) 16/10-15]; and/or b) the public library district annexed additional territory in an unincorporated area by backdoor referendum [75 ILCS (Illinois Compiled Statutes) 16/15-5 through 15-45]; and/or c) your public library district took any other action by backdoor referendum, indicate the effective date of the action.

4.7	Conversion - Effective Date (mm/dd/year)	N/A
4.8	Annexation - Effective Date (mm/dd/year)	N/A
4.9	Other (please specify)	N/A
4.10	Other - Effective Date (mm/dd/year)	N/A
4.11	Other (please specify)	N/A
4.12	Other - Effective Date (mm/dd/year)	N/A

CURRENT LIBRARY BOARD (5.1 - 5.14)

NOTE: This information is used for directory purposes and for meeting the annual legal reporting requirements of public library districts. Report the most current information available.

5.1	Total number of board seats	9
5.2	Total number of vacant board seats	1

In accordance with current Illinois Library Laws, subject to the type of public

5.3	library, this public library board of trustees attests that the current board is legally established, organized, and the terms of office for library trustees are all unexpired.	Yes
5.4	IF NO, please explain	
Members		
5.5	Name	Vickie Koch
5.6	Trustee Position	President
5.7	Present Term Ends (mm/year)	06/2011
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	2503 N. Parkway Drive
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	1992
5.5	Name	Carrie Allen
5.6	Trustee Position	Vice-President
5.7	Present Term Ends (mm/year)	06/2011
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	816 State Street
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	3449
5.5	Name	Leslie Leitner
5.6	Trustee Position	Secretary
5.7	Present Term Ends (mm/year)	06/2011
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	3 Vetter Ct.
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	4659
5.5	Name	Randy Turner
5.6	Trustee Position	Treasurer
5.7	Present Term Ends (mm/year)	06/2009
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	1607 North 8th Street
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	1655
5.5	Name	Sue Crowell
5.6	Trustee Position	Other

5.7	Present Term Ends (mm/year)	06/2009
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	332 Park Ave.
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	4470
5.5	Name	Jason Juchems
5.6	Trustee Position	Other
5.7	Present Term Ends (mm/year)	06/2010
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	1306 Catherine St.
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	3660
5.5	Name	Corey Shannon
5.6	Trustee Position	Other
5.7	Present Term Ends (mm/year)	06/2010
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	1921 Quail Hollow Rd.
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	6310
5.5	Name	Tim Williams
5.6	Trustee Position	Other
5.7	Present Term Ends (mm/year)	06/2010
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	504 South 8th Street
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	4710

FRIENDS GROUP/FOUNDATION (6.1 - 6.4)

6.1	Does your library have a "friends" group?	Yes
6.2	Does your library have a library foundation?	No

FACILITY/FACILITIES (7.1 - 7.2)

7.1a	Total square footage of the main library building [FSCS 711]	34,000
7.1b	If this locked question's answer has changed, then enter the updated answer here.	
7.2	Total square footage of the branch library building(s), if applicable	N/A

REPLACEMENT COSTS (8.1 - 8.2)

8.1	What is the current fair market value for the library's real estate (land and buildings including garages, sheds, etc.)?	\$5,000,000
8.2	What is the replacement cost for the library's furniture, equipment and vehicles?	\$680,000

OPERATING RECEIPTS BY SOURCE (9.1 - 9.21)

Exclude: Revenue for major capital expenditures; Contributions to endowments; Revenue passed through to another agency; Funds unspent in previous fiscal years (e.g. carryover); and Tax anticipation warrants.

NOTE: Round answers to the nearest whole dollar.

LOCAL GOVERNMENT

9.1	Local government [FSCS 300] (except capital income from bond sales which must be reported in 13.1a only)	\$859,705
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STATE GOVERNMENT - Exclude: Federal funds distributed by the State of Illinois

9.2	Per capita grant	\$40,960
9.3	Equalization aid grant	\$0
9.4	Personal property replacement tax	\$109,355
9.5	Educate and Automate grants	\$0
9.6	Other	\$0
9.7	If Other, please specify	N/A
9.8	Total State Government Funds (9.2+9.3+9.4+9.5+9.6) [FSCS 301]	\$150,315

FEDERAL GOVERNMENT - Include: Federal funds distributed by the State of Illinois (e.g., LSTA grants paid directly to your library)

9.9	LSTA funds received	\$9,030
9.10	E-Rate funds received	\$1,333
9.11	Other federal funds received	\$0
9.12	If Other, please specify	N/A
9.13	Total Federal Government Funds (9.9+9.10+9.11) [FSCS 302]	\$10,363

OTHER INCOME

9.14	Bill and Melinda Gates Foundation grant monies received	\$0
9.15	All other receipts	\$116,478
9.16	TOTAL all other receipts (9.14 + 9.15) [FSCS 303]	\$116,478
9.17	TOTAL receipts (9.1 + 9.8 + 9.13 + 9.16) [FSCS 304]	\$1,136,861
9.18	Amount of surety bond	\$800,000
9.19	Is the amount of the surety bond in compliance with library law? (The amount of the bond shall be based upon a minimum of 50% of the total funds received by the library in the last/previous fiscal year.)	Yes
9.20	The designated custodian of the library's funds is:	Other
9.21	Is this library's annual tax levy/fiscal appropriation subject to "tax caps" (the Property Tax Extension Limitation Law, 35 ILCS 200/18-185, et seq.)?	No

OPERATING EXPENDITURES BY CATEGORY (10.1 - 10.5)

Operating expenditures are the current and recurrent costs necessary to support the provision of library services.

Include: Significant costs, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library may be included if the information is available to the reporting agency. Only such funds that are supported by expenditure documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included.

Exclude: Do not report the value of free items; estimated costs; and, capital expenditures.

NOTE: Round answers to the nearest whole dollar.

10.1	Salaries and wages for all library staff [FSCS 350] dollar	\$515,915
10.2	Fringe benefits, for all library staff, paid for from either the library's or the "municipal corporate authority's" appropriation [FSCS 351]	\$136,096
10.3	Total Staff Expenditures (10.1 + 10.2) [FSCS 352]	\$652,011
10.4	If this library answered question 10.2 as "zero" or "N/A" then choose an answer from the drop-down.	N/A
10.5	If the answer to question 10.4 was other, please explain.	N/A

MATERIALS EXPENDITURES (11.1 - 11.4)

Include: All materials in all formats (e.g., print, microform, electronic) whether purchased, leased or licensed.

Exclude: Charges or fees for interlibrary loans and Expenditures for document delivery.

NOTE: Round answers to the nearest whole dollar.

11.1	Printed Materials [FSCS 353]	\$96,853
11.2	Electronic Materials [FSCS 354]	\$11,057
11.3	Other Materials [FSCS 355]	\$21,042
11.4	TOTAL Materials Expenditures (11.1 + 11.2 + 11.3) [FSCS 356]	\$128,952

OTHER OPERATING EXPENDITURES (12.1 - 12.3)

Exclude: Purchases of major fixed assets (Report in Capital Expenditures)

NOTE: Round answers to the nearest whole dollar.

12.1	All other operating expenditures not included above [FSCS 357]	\$267,832
12.2	TOTAL operating expenditures (10.3 + 11.4 + 12.1) [FSCS 358]	\$1,048,795
12.3	Children's Materials Expenditures	\$21,640

CAPITAL REVENUE AND EXPENDITURES (13.1 - 13.7)

Include funds received for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude revenue for: replacement and/or repair of existing furnishings and equipment; regular purchase of library materials; investments for capital appreciation; income passed through to another agency (e.g., fines); and, funds unspent in previous fiscal year (e.g., carryover).

NOTE: Round answers to the nearest whole dollar.

CAPITAL REVENUE

13.1a	Local Government: Capital Income from Bond Sales	\$0
13.1b	Local Government: Other	\$115,000
13.1c	Total Local Government (13.1a + 13.1b) [FSCS 400]	\$115,000

13.2	State Government [FSCS 401]	\$0
13.3	Federal Government [FSCS 402]	\$0
13.4	Other [FSCS 403]	\$0
13.5	If Other, please specify	
13.6	Total Capital Revenue [FSCS 404] (13.1c+13.2+13.3+13.4)	\$115,000
CAPITAL EXPENDITURES		
13.7	Total Capital Expenditures [FSCS 405]	\$246,209

PERSONNEL (14.1 - 14.50)

Include all positions funded in the library's budget whether those positions are filled or not. Report position figures as of the last day of the fiscal year. Include only paid employees-do NOT include volunteers. The FTE (full-time equivalent/employee) calculator utilizes the IMLS/FSCS national standard for a full-time work week as 40 hours per week. Illinois libraries should report each staff member's hours per week based on the number of hours worked. If your library considers 35-39+ hours per week as a full-time work week, then report using those figures. DO NOT inflate the hours your library considers as a full-time work week in order to force the resulting calculation to equal 1 FTE. For national comparison purposes, your library must report the total hours per week based on your local standard. For example, for an Illinois library that considers 37.5 hours per week as a full-time work week, the FTE calculation reported nationally will be .9375 or .94 rather than 1.00.

Group A: Librarians with masterâ€™s degrees (or doctorates or certificates of advanced studies) from an American Library Association accredited program of library and information studies. [FSCS 250]

14.1	Position Title	Director
14.2	Primary Work Area Code	LDIR
14.3	Secondary Work Area Code [OPTIONAL]	N/A
14.4	Education Code	MLS
14.5	Sex	M
14.6	Hourly Rate	\$31.98
14.7	Total Hours/Week	40
14.1	Position Title	Assistant Director
14.2	Primary Work Area Code	ALIB
14.3	Secondary Work Area Code [OPTIONAL]	N/A
14.4	Education Code	MLS
14.5	Sex	F
14.6	Hourly Rate	\$21.58
14.7	Total Hours/Week	40
14.1	Position Title	Adult Services Librarian
14.2	Primary Work Area Code	REF
14.3	Secondary Work Area Code [OPTIONAL]	N/A
14.4	Education Code	MLS
14.5	Sex	F
14.6	Hourly Rate	27.35
14.7	Total Hours/Week	24
14.8	Total Group A: FTE ALA-MLS [FSCS 250] (14.7 / 40)	2.60

Group B: Other Librarians. Include employees with the TITLE OF LIBRARIAN who EITHER have other types of library education (non-American Library Association accredited library degrees; undergraduate library science majors or minors) OR do paid work that usually requires professional training and skill in the theoretical or scientific aspects of library work, or both, as distinct from its mechanical or clerical aspects.

14.9	Position Title	Children's Librarian
14.10	Primary Work Area Code	CHD
14.11	Secondary Work Area Code [OPTIONAL]	N/A
14.12	Education Code	MAN

14.13	Sex	F
14.14	Hourly Rate	\$20.94
14.15	Total Hours/Week	37
14.9	Position Title	Public Services Manager
14.10	Primary Work Area Code	CIR
14.11	Secondary Work Area Code [OPTIONAL]	N/A
14.12	Education Code	BAC
14.13	Sex	F
14.14	Hourly Rate	\$16.23
14.15	Total Hours/Week	26
14.9	Position Title	Technical Services Manager
14.10	Primary Work Area Code	CAT
14.11	Secondary Work Area Code [OPTIONAL]	N/A
14.12	Education Code	HS
14.13	Sex	F
14.14	Hourly Rate	\$16.37
14.15	Total Hours/Week	40
14.9	Position Title	Information & Program Manager
14.10	Primary Work Area Code	OTH
14.11	Secondary Work Area Code [OPTIONAL]	N/A
14.12	Education Code	BAC
14.13	Sex	F
14.14	Hourly Rate	\$18.30
14.15	Total Hours/Week	15
14.16	Total Group B: FTE Other Librarians (14.15 / 40)	2.95
14.17	Total FTE Librarians (14.8 + 14.16) [FSCS 251]	5.55

OTHER PAID EMPLOYEES

Group C: Full-time/part-time technical and clerical employees

NOTE: Include business managers here.

14.18	Total hours worked in a typical week by all Group C employees	394
14.19	Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$8.75
14.20	Maximum hourly rate actually paid (convert annual salary to hourly rate)	\$15.20
14.21	Total FTE Group C employees (14.18 / 40)	9.85

Group D: Full-time/part-time pages or shelvers

14.22	Total hours worked in a typical week by all Group D employees	113
14.23	Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$7.75
14.24	Maximum hourly rate actually paid (convert annual salary to hourly rate)	\$9.36
14.25	Total FTE Group D employees (14.22 / 40)	2.83

Group E: Full-time/part-time building maintenance, security or plant operation employees

14.26	Total hours worked in a typical week by all Group E employees	56
14.27	Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$9.15
14.28	Maximum hourly rate actually paid (convert annual salary to hourly rate)	\$18.50
14.29	Total FTE Group E employees (14.26 / 40)	1.40

14.30	Total FTE Other Paid Employees from Groups C, D, and E (14.21 + 14.25 + 14.29) [FSCS 252]	14.08
14.31	Total FTE Paid Employees (14.17 + 14.30) [FSCS 253]	19.63

Librarian Vacancies

Include only those budgeted librarian positions vacant on the last day of this fiscal year for which there was an active search while the position remained vacant.

14.32	Position Title	N/A
14.33	Primary Work Area Code	N/A
14.34	Education Code	N/A
14.35	Total Hours/Week	N/A
14.36	Number of Weeks Vacant during FY2008/09	N/A
14.37a	Annual Salary Range Minimum	N/A
14.37b	Annual Salary Range Maximum	N/A

Newly Created Librarian Positions

Include any newly created librarian positions which were created in FY2008/09.

14.38	Position Title	N/A
14.39	Primary Work Area Code	N/A
14.40	Education Code	N/A
14.41	Total Hours/Week	N/A
14.42	Current Status (F)illed/(U)nfilled	N/A
14.43	Date Filled (mm/year, if applicable)	N/A

Eliminated Librarian Positions

An eliminated librarian position is one that was budgeted for in FY2007/08 but was not in the budget for FY2008/09.

14.44	Position Title	N/A
14.45	Primary Work Area Code	N/A
14.46	Education Code	N/A
14.47	Total Hours/Week	N/A
14.48	Date Eliminated (mm/year)	N/A
14.49	Last Annual Salary Paid	N/A
14.50	Reason Eliminated (i.e. lack of funds or need, etc.)	N/A

SERVICE HOURS/LIBRARY VISITS (15.1 - 15.19)

Monday

15.1	Open?	Yes
15.2	Based on a typical Monday, how many hours was the library open on this day?	12.00

Tuesday

15.3	Open?	Yes
15.4	Based on a typical Tuesday, how many hours was the library open on this day?	12.00

Wednesday

15.5	Open?	Yes
15.6	Based on a typical Wednesday, how many hours was the library open on this day?	12.00

Thursday

15.7	Open?	Yes
15.8	Based on a typical Thursday, how many hours was the library open on this day?	12.00

Friday

15.9	Open?	Yes
15.10	Based on a typical Friday, how many hours was the library open on this day?	9.00

Saturday

15.11	Open?	Yes
15.12	Based on a typical Saturday, how many hours was the library open on this day?	8.00

Sunday

15.13	Open?	No
15.14	Based on a typical Sunday, how many hours was the library open on this day?	.0
15.15	Based on a typical week, how many DAYS in that week was the CENTRAL library open mornings (Midnight - 11:59 a.m.)?	6
15.16	Based on a typical week, how many DAYS in that week was the CENTRAL library open afternoons (Noon - 5:59 p.m.)?	6.00
15.17	Based on a typical week, how many DAYS in that week was the CENTRAL library open evenings (6:00 p.m. - 11:59 p.m.)?	4
15.18	Total scheduled public service hours per year for all service outlets [FSCS 500]	3,396
15.19	Total annual visits/attendance in the library [FSCS 501]	206,149

PROGRAMS & ATTENDANCE (16.1 - 16.6)

Exclude: (1) Library activities delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, resume writing assistance, homework assistance, and mentoring activities. (2) Programs sponsored by other groups that use library facilities.

16.1	Total Number of Adult Programs	104
16.2	Adult Program Attendance	2,088
16.3	Total Number of Children's Programs [FSCS 601]	186
16.4	Children's Program Attendance [FSCS 603]	10,031
16.5	Total Number of Library Programs (16.1 + 16.3) [FSCS 600]	290
16.6	Total Library Program Attendance (16.2 + 16.4) [FSCS 602]	12,119

REGISTERED BORROWERS (17.1 - 17.5)

17.1	Total number of resident borrower's cards in force as of the last day of the fiscal year	17,477
17.2	How often are resident borrower's card records purged from your database?	Routinely
17.3	Total number of non-resident borrower's cards sold during the past fiscal year	74
17.4	Total amount of fees collected for non-resident borrower's cards in the past fiscal year	\$6,136
17.5	Number of registered borrowers as of the last day of the fiscal year [FSCS 503]	17,551

RESOURCES OWNED (18.1 - 18.16)

This area does NOT cover all materials for which expenditures were reported. Report only items that the library has acquired as part of the collection and cataloged whether purchased, licensed, or donated as gifts.

Books

18.1	Held at end of FY2008/09	120,812
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Back Files (Retrospective Holdings): Newspapers (Print format only)

18.2	Held at end of FY2008/09	12
18.3	Are these counts a volume count OR a title count	Title

Back Files (Retrospective Holdings): Magazines/Periodicals/Serials (Print format only)

18.4	Held at end of FY2008/09	161
18.5	Are these counts a volume count OR a title count	Title
18.6	Total Print Materials (18.1 + 18.2 + 18.4) [FSCS 450]	120,985

Current Subscriptions: Newspapers/Magazines/Periodicals/Serials (Print format only)

18.7	Held at end of FY2008/09 [FSCS458]	173
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Current Subscriptions: Newspapers/Magazines/Periodicals/Serials (Electronic/Digital formats only)

18.8	Held at end of FY2008/09 [FSCS459]	0
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Number of e-books

18.9	Held at end of FY2008/09 [FSCS 451]	0
	Audio recordings	
18.10	Held at end of FY2008/09 [FSCS 452]	4,826
	DVD/Videos	
18.11	Held at end of FY2008/09 [FSCS 453]	5,020
	Licensed Databases	

Report the number of licensed databases acquired through payment or formal agreement, by source of access. Each database should be counted individually even if access to several databases is supported through the same vendor interface.

Exclude: Subscriptions to individual electronic serial titles should be reported in question 18.8 NOT in 18.12 - 18.15.

18.12	Local License negotiated by the local library [FSCS 454]	6
18.13	State License negotiated by the Illinois State Library [FSCS 455]	14
18.14	Other consortia within the state or region -- License negotiated by regional library system(s) and/or other cooperative(s) [FSCS 456]	2
18.15	Total Licensed Databases (18.12 + 18.13 + 18.14) [FSCS 457]	22
18.16	Children's Holdings	38,786

USE OF RESOURCES (19.1 - 19.25)

Report for the library's entire fiscal year

19.1	Number of adult materials loaned	196,089
19.2	Number of children's materials loaned [FSCS 551]	60,500
19.3	Total number of materials loaned (19.1 + 19.2) [FSCS 550]	256,589

Circulation, including renewals, by type of material

ADULT

19.4	Fiction Books	82,987
19.5	Nonfiction Books	25,744
19.6	Fiction Videos & DVD	57,334
19.7	Nonfiction Videos & DVD	10,893
19.8	Fiction Audios	8,100
19.9	Nonfiction Audios (include music)	8,176
19.10	Magazines/Periodicals	2,767
19.11	Other Formats	88
19.12	TOTAL (Sum of 19.4-19.11) (Total should = answer to question 19.1)	196,089

CHILDREN

19.13	Fiction Books	37,310
19.14	Nonfiction Books	10,080
19.15	Fiction Videos & DVD	11,862
19.16	Nonfiction Videos & DVD	0
19.17	Fiction Audios	440
19.18	Nonfiction Audios (include music)	0
19.19	Magazines/Periodicals	527
19.20	Other Formats	281
19.21	TOTAL (Sum of 19.13-19.20) (Total should = answer to question 19.2)	60,500
19.22	Number of interlibrary loans loaned to other libraries [FSCS 552]	9,419
19.23	Number of interlibrary loans borrowed from other libraries [FSCS 553]	7,452
19.24	Does your library participate in reciprocal borrowing?	Yes

19.25 IF YES, report the number of materials loaned

27,141

REFERENCE QUESTIONS (20.1 - 20.3)

Number of reference questions, for the fiscal year, asked at the _____ department. [FSCS 502]

20.1	Adult Department	19,872
20.2	Children's Department	3,726
20.3	TOTAL (20.1 + 20.2) [FSCS 502]	23,598

AUTOMATION (21.1 - 21.13)

How many of the following does your library have?

Windows/PC Compatible Computers

21.1	Total Number in Library	50
21.2	Number Available for Public Use	26

Macintosh Computers

21.3	Total Number in Library	1
21.4	Number Available for Public Use	0

Printers

21.5	Total Number in Library	11
21.6	Number Available for Public Use	2

21.7 Does your library have public access computers that contain general software applications (e.g., wordprocessors, spreadsheets, databases)? Yes

21.8 Are your library's catalog records part of an automated or web-based public access catalog (OPAC)? Yes

21.9 IF YES, is the catalog available online? Yes

21.10 IF YES, what is the Internet address of the OPAC? www.pekinpubliclibrary.org

21.11 Does your library have a telecommunications device for the deaf (TDD)? No

21.12 IF YES, how many TDDs are in your library? 0

21.13 Are any TDDs available for public use? N/A

INTERNET (22.1 - 22.26)

22.1 Does your library have Internet access? Yes

22.2 If your library does NOT have Internet access, please explain why in 75 words or less. N/A

22.3 How can patrons access/use the Internet within the library? Patrons directly

22.4 Does your library have wireless Internet access? Yes

22.5 IF YES, is it for patron use so patrons can access the Internet while in your library using their own personal computers? Yes

What Internet provider(s) does your library use? (Check all that apply)

22.6 Illinois Century Network (ICN) Yes

22.7 Other Yes

22.8 If Other, please specify CenturyTel, NTS

22.9 If your library is NOT a participant in the Illinois Century Network (ICN), please indicate why: N/A

22.10 What type(s) of Internet connection(s) is/are used by your library? (Check all that apply)

DSL Yes

Cable No

Wireless No

Satellite No

	Fiber	Yes
	Leased Line	No
	Network (State, Regional, Municipal)	No
	Dial-up	No
	Don't Know	No
	Other (specify)	No
22.11	If Other, please specify	
22.12	What is the maximum speed of your library's Internet connection? (Select one)	1.6 - 6.2 Mbps
22.13	If Other, please specify	
22.14	Has your library board adopted an Internet public access policy?	Yes
22.15	How many Internet computers does your library have available for public use? [FSCS 650]	19
22.16	Report the number of in-library users of public Internet computers in a year [FSCS 651]	43,957
22.17	Report the annual number of views of your library's homepage [FSCS]	N/A
22.18	Does your library provide instruction (workshops, classes) to patrons on the use of the Internet?	Yes
22.19	Does your library utilize Internet filters?	Yes
22.20	IF YES, when did your library start using filters? (mm/year)	4/2002
	IF YES, which Internet stations have filters? (Check all that apply)	
22.21	All staff stations	No
22.22	All public stations	Yes
22.23	Public children's stations only	No
22.24	Public adult stations only	No
22.25	Other	No
22.26	If Other, please specify	N/A

E-RATE (23.1 - 23.4)

23.1	Did your library apply directly for E-rate (telecommunications discounts) for FY2008/09?	Yes
23.2	IF YES, what is the dollar amount (either as discounts/credits on your telecommunications bills or as direct payments to your library) that your library was awarded for FY2008/09?	\$1333.01
23.3	Why did your library NOT participate in the E-rate program?	N/A
23.4	If Other, please explain	N/A

STAFF DEVELOPMENT & TRAINING (24.1 - 24.3)

24.1	How much money did your library spend on staff development and training this fiscal year? (Round answer to the nearest whole dollar.)	\$5,026
24.2	Does this include travel expenses?	Yes
24.3	How many hours of training did employees receive this year?	188

SUGGESTED QUESTIONS FOR FUTURE IPLARS (25.1)

25.1	What information is not currently asked on the Illinois Public Library Annual Report (IPLAR) that you would be interested in if it were collected?	
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DISTRICT SUPPLEMENT (26.1-26.11)

Public Library Districts: Required IPLAR Supplemental Reports

Fiscal Year 2008/09

- 26.1 During the last fiscal year, did the district acquire property (real property, i.e. building(s) or land)? N/A
- IF YES, how was the property acquired? (Check all that apply)
- 26.2 Purchase No
- 26.3 Legacy No
- 26.4 Gift No
- 26.5 Other No
- 26.6 Provide a general description of the property acquired.
- 26.7 Does your library have any outstanding liabilities, including bonds?
- 26.8 IF YES, what is the amount of outstanding liabilities, including bonds?
- 26.9 Include a description of all outstanding liabilities.
- 26.10 Does your library have fiscal accumulations (reserve funds, outstanding fund balances, etc.)?
- 26.11 IF YES, then prepare a statement that details the dollar amount(s) and the reason(s) for the fiscal accumulations.

Public Library District Secretary's Audit (Submit in paper format; there is no electronic version):

A Secretary's Audit must be prepared on your library's letterhead and contain the following information: 1. Your library's name and address (should be on the library's letterhead). 2. The following text: "This is to testify that we have examined the Secretary's minutes and other records for the past year and find they are in order and have no errors or discrepancies for FY2008/09."

NOTE: If there ARE any errors or discrepancies, please list and explain fully. 3. The signatures of two trustees who were appointed by the President to audit the Secretary's records. 4. The date completed.

CERTIFICATION PAGE

Click [here](#) to print certification form.

IL STATE LIBRARY WILL COMPLETE

- 27.1 Interlibrary Relationship Code (ISL) [FSCS 200] ME
- 27.2 Legal Basis Code (ISL) [FSCS 201] CI
- 27.3 Geographic Code (ISL) [FSCS 204] CI1
- 27.4 Number of Central Libraries (ISL) [FSCS 209] 1
- 27.5 Outlet File: Number of Bookmobiles (ISL) [FSCS 712] 0
- 27.6 EAV 1 (ISL)
- 27.7 EAV 2 (ISL)
- 27.8 EAV 3 (ISL)
- 27.9 EAV 4 (ISL)
- 27.10 SUM of EAV in \$1,000 (ISL)
- 27.11 Tax Rate 1 (ISL)
- 27.12 Tax Rate 2 (ISL)
- 27.13 Tax Rate 3 (ISL)
- 27.14 Tax Rate 4 (ISL)
- 27.15 Average Tax Rate (ISL)

Pekin Zoning Board of Appeals

July 8, 2009

NOTE: Details of meeting may have some inaccuracy due to blank tape recording.

Present:

Marilyn Kelso
Ron Boehm
Bob Barra
Gary Sciortino

Absent:

David Moehring, Vice Chairman
Mary Lanane

Staff Present: Ron Sieh

Due to the resignation of Curtis Eeten, Chairman and absence of Vice Chairman David Moehring the meeting was led by the Secretary Pro-Tem, Missy Flatley.

Bob Barra led the pledge of allegiance.

Missy Flatley, Secretary Pro-Tem called regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

Missy Flatley, Secretary Pro-Tem asked for approval of the Agenda.

MOTION by Marilyn Kelso seconded by Bob Barra to approve the Agenda as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Missy Flatley, Secretary Pro-Tem asked for approval of the January Meeting Minutes.

MOTION by Bob Barra seconded by Gary Sciortino to approve the January Meeting Minutes. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Correspondence: (7) Letters were hand delivered. (4) Four residents were available to be informed verbally as to Gary Suttons request. General consensus was agreeable to the request.

Hearing #1: Gary Sutton, Owner of Property, a variance to increase the size of his garage by 20' which is bigger than allowed by City Code located at 1342 Georgeanne in Tazewell County.

Open Public Hearing: 5:20PM

Gary Sutton stated his case and remained present for questions.

Linda & Bob Saffel, 1331 Georgeanne were present in support of the variance.

Close Public Hearing: 5:25PM

MOTION by Ron Boehm seconded by Gary Sciortino to approve the variance request to increase the size of the garage by 20'. On roll call vote, all present voted **AYE**.

New Business: Election of Officers was tabled until the next meeting.

General consensus to by Board members to adjourn the meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Meeting Adjourned at 5:30pm

Melissa Flatley, Secretary Pro-Tem
Zoning Board of Appeals

Pekin Planning Commission Minutes

NOTE: Details of meeting may have some inaccuracy due to blank tape recording.
July 8, 2009

Present:

Jim Bradshaw
Steve Huey
Don Hild
Bill Craig, Chairman
Scott Plotner, Vice Chairman
Dick Cohenour
Ron Knautz

Absent:

Jim Jones

Chairman Bill Craig 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, City Attorney Burt Dancey and Steve Brown.

Chairman Bill Craig asked for approval of the Agenda.

MOTION by Jim Bradshaw, Seconded by Ron Knautz to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Bill Craig asked for approval of the May minutes.

MOTION by Jim Bradshaw, Seconded by Dick Cohenour to Approve the minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

May 26, 2009 Council Meeting:

Received and Filed the May 13, 2009 minutes.

Appointed James E Jones to the Planning Commission to fill the unexpired term of Chad Schmidgall until May 15, 2010.

Approved the following Hearing: 08-1774 / To amend code 9-10B-1-1E and 9-6B-3 in a B-2 Zone (Central Business District) to allow non-owner occupancy in Loft Living quarters.

PPC Correspondence: No Correspondence

Application #1: Bill Lehman/Letrout Land Trust, Owner

Hearing #1 (09-1778, 1779 & 1780): Rezoning of property from B-1 (Local Business District) to B-3 (General Business District) and a Special Use & Site Plan for Kennels inside a Veterinary Clinic located on Broadway with a Legal Description as given in Exhibit "A" in Tazewell County, Illinois.

Open Public Hearing: 6:34pm

Dave Lehman, 905 Moser Ct, Roanoke was present in the absence of Bill Lehman and remained for questions.

Jennifer Newcomb-Rowden, Veterinarian was also present and available for questions.

Jim Bradshaw expressed concern about the outside dog run in reference to future residential subdivisions. Due to the problems that the City had after the original Taps shelter was approved.

Jennifer Newcomb-Rowden explained that the only purpose of the dog run was to hold the animals while the inside kennels were being cleaned.

Ron Sieh explained that the problems arising from Taps was due to the close proximity to the Woodscape apartments located adjacent to the old Taps Shelter. He also explained that every parcel surrounding this proposed business was Business Zoning and the residential areas were well over ¼ mile away. He also explained that the cemetery located adjacent to the parcel in question was a buffer that would never be eliminated. Ron Sieh also explained that the intentions of the owner were to expand the business as needed and the outside area would also need to expand.

Ron Knautz stated he feels the City still needs to consider implementing an impact fee for New Subdivisions.

Close Public Hearing: 6:50pm

Rezoning Review Committee: Dick Cohenour, Chairman

MOTION by Don Hild, seconded by Ron Knautz to recommend the rezoning of Property from B-1 (Local Business District) to B-3 (General Business District) on Broadway with the Legal Description as given in Exhibit "A" to the City Council. **On roll call vote, All present voted AYE.**

Special Use Review Committee: Steve Huey, Chairman

Steve Huey explained that there was no sub-committee meeting held on the Special-use.

MOTION by Don Hild, seconded by Ron Knautz to recommend the Special Use for a Veterinary Clinic with outdoor runs for the property on Broadway with Legal Description as given in Exhibit "A" to the City Council. **On roll call vote, All present voted AYE.**

Site Plan Review Committee: Don Hild, Chairman

Don Hild explained that there was no sub-committee meeting held on the Site plan review.

MOTION by Steve Huey, seconded by Scott Plotner to recommend Approval of the Site Plan for a Veterinary Clinic with Kennels inside for the property on Broadway with the Legal Description as given in Exhibit "A" to the City Council.

Application #2: Leigh Ann Matthews, Executive Director Pekin Main Street

Hearing #2 (09-1781): Amendment to 9-10-8 Code for Signs in a B-2 Zone (Central Business District) in Tazewell County, Illinois.

Open Public Hearing: 6:51pm

Leigh Ann Matthews presented the proposed ordinance changes and remained for questions.

Jim Bradshaw inquired on the limitations of the size of the signs for the businesses.

Leigh Ann Matthews responded that all signs would have to be approved by the design committee before they were installed.

Steve Huey stated he has no desire to upgrade his signage on the front of his business however he will update his current window sign.

Steve Huey also stated that Maurie's current sign is grandfathered in and if removed he will need to comply with the current ordinance.

Close Public Hearing: 7:03pm

Ordinance Change Committee: Jim Bradshaw, Chairman

MOTION by Jim Bradshaw, seconded by Steve Huey recommends the following amendments to the code for signs in a B-2 Zone as follows:

9-10-8-G adding paragraph

5) Signs, awnings or canopies, only within a B-2 Central Business District. Provided further that the bottoms of signs and valances of any awnings or canopy are no less than eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement edge.

9-10-9-B adding paragraph

1) String lights used in connection with business premises for commercial purposes, must be installed and maintained in compliance to the most current adopted building and electrical codes.

to the City Council.

MOTION by Scott Plotner, seconded by Dick Cohenour to adjourn the meeting. **On roll call vote, all present voted AYE. MOTION PASSED.**

Meeting adjourned at 7:05pm.

Melissa Flatley, Secretary Pro-Temp
Pekin Planning Commission

Pekin Planning Commission
July 14, 2009

HEARING #09-1778

The Pekin Planning Commission recommends to Approve the Re-Zoning of Property from B-1 (Local Business District) to B-3 (General Business District) on Broadway with the Legal Description as given in Exhibit "A" to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
July 14, 2009

HEARING #09-1779

The Pekin Planning Commission recommends to Approve the Special Use for a Veterinary Clinic with outdoor runs for the property on Broadway with the Legal Description as given in Exhibit "A" to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
July 14, 2009

HEARING #09-1780

The Pekin Planning Commission recommends to Approve the Site Plan for a Veterinary Clinic with Kennels inside for the property on Broadway with the Legal Description as given in Exhibit "A" to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
July 14, 2009

HEARING #09-1781

The Pekin Planning Commission recommends the following changes to the Code for Signs in a B-2 Zone as follows:

9-10-8-G adding paragraph

5) Signs, awnings or canopies, only within a B-2 Central Business District. Provided further that the bottoms of signs and valances of any awnings or canopy are no less than eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement edge.

9-10-9-B adding paragraph

1) String lights used in connection with business premises for commercial purposes, must be installed and maintained in compliance to the most current adopted building and electrical codes.

to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

9-10-8: **SIGNS:** The following conditions shall apply to all signs erected or located in any use district:

- A. Conformance with Provisions: All signs shall conform to all applicable codes and ordinances of the City and, where required, shall be approved by the Building Inspector and a permit issued.
- B. Signs Permitted Generally:
 - 1. Directional Signs: All directional signs required for the purpose of orientation, when established by the City, County, State or Federal government, shall be permitted in all use districts.
 - 2. Accessory Signs: Accessory signs shall be permitted in any use district.
 - 3. Real Estate Signs: Signs used for advertising land or buildings for rent, lease and/or sale shall be permitted when located on the land or building intended to be rented, leased and/or sold.
- C. Signs For Which a Permit is not Required: A permit is not required for the following signs:
 - 1. Bulletin boards not over twenty (20) square feet in area for religious institutions, when the same are located on the premises of said institutions; provided, however, if said signs are electrically illuminated, an electrical permit must be obtained (See Section 7-1D-4 of this Code).
 - 2. Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or aluminum.
 - 3. Traffic or other Municipal signs, legal notices, danger and such temporary emergency or nonadvertising signs as may be approved by the City.
 - 4. Signs advertising the rental, sale or lease of the property upon which it is located.
- D. Projecting Signs: No sign, otherwise permitted, shall project above or beyond the maximum height of fifty (50) feet above the ground level; except, that for a planned commercial or shopping center development involving five (5) acres or more under one ownership, the Board of Appeals may modify the height limitation. The Board shall, however, respect all yards and setbacks in modifying height requirements.

- E. Freestanding Accessory Signs: Freestanding accessory signs may be located in the required front yard except as otherwise provided herein or as otherwise controlled by other codes and ordinances of the City.
- F. Signs in or Abutting Residential Districts:
1. Size: No sign in excess of two (2) square feet in area shall be allowed in a residential district except temporary for sale, lease or rent signs, Garage Sale signs (as provided in this Section), and traffic controls, signs and devices.
 2. Illuminated Signs: Illuminated signs in districts abutting residential districts shall be shielded so as to direct light away from residential districts.
 4. Nonaccessory Signs: Nonaccessory signs shall not be permitted in any residential districts; except, that nonaccessory signs pertaining to Garage Sales signs are permitted as described in this section, and nonaccessory signs pertaining to real estate development located within the City and designed to promote the sale of lots or homes within a subdivision located within the City may be permitted on a temporary basis in any use district but shall not be located upon subdivided land unless such land is part of the subdivision being advertised for sale and shall be subject to the requirements and conditions of all applicable codes and ordinances of the City, approved by the Building Inspector and temporary permit issued.
 4. Signs advertising garage sales shall be subject to the following restrictions:
 - (a) Garage Sale signs shall not be larger than four (4) square feet per side.
 - (b) Garage Sale signs shall not be placed on trees or utility poles.
 - (c) A garage Sale sign may be in public right-of-way with the permission of the owner of the property abutting such right-of-way.
 - (d) A directional nonaccessory Garage Sale sign may be placed on property other than the location of the Garage Sale only with the permission of the property owner.
 - (e) No more than three (3) signs advertising a Garage Sale may be displayed for any Garage Sale.
 - (f) No Garage Sale sign may be displayed more than one (1) day prior to the Garage Sale. All Garage Sale signs must be removed prior to 8:00 p.m. of the last day of the Garage Sale.

- (g) The violation of any provision of this Section of this Code shall be punishable by a fine of twenty-five dollars (\$25.00). Each day that any violation of any provision of this section of this Code continues shall constitute a separate offense. In addition to such fine, the City may remove any signs in violation of this Section of this Code.

G. Permanent Signs – Restrictions (Business, Industrial, and PUD Zones)

1. Bottom Clearance. There shall be a clean space of not less than seven (7) feet between the lowest part of a sign and the ground or surface.
2. Maximum Size Sign: The maximum size of a sign shall be determined by location of the structure and structure frontage. In general, the maximum size for one sign shall be determined by the following: 2 square foot of sign per 1 lineal foot of building frontage or 120 square feet whichever is larger.

Example: Building front covers 150 feet; therefore, the largest sign allowed would be 300 square feet. A building that has only 50 feet would be allowed a sign of 120 square feet.

3. Amount of Signage Allowable: A facility shall not have more sign coverage that exceeds the total of more than 3 square feet per 1 lineal foot of building frontage for buildings having frontage of 100 linear feet or larger. Buildings less than 100 lineal feet shall have a maximum of 120 square feet.

Example: Building front covers 150 feet; therefore, the cumulative total of signage allowed would be 450 square feet. A building that has only 35 feet would still be allowed only a total of 120 square feet.

4. Building Location Determinations: Buildings on corner lots or in large complexes where access to the structure or business is available on more than one side shall be considered to have more than one building front for purposes of calculating the amount of signage allowed. Calculations for signage will be determined by counting each side as a separate frontage. (Ord. No. 2392-OA 10/25/04)

5. Signs, awnings or canopies, only within a B-2 Central Business District. Provided further that the bottoms of signs and valances of any awnings or canopy are no less than eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement edge.

H. Portable Sign:

1. Definition. A portable sign is any sign that is not permanently anchored to a building, or to a structure, or permanently anchored in the ground and set in concrete to withstand seventy (70) mile per hour winds. Banners are portable signs.
2. Permits: No portable signs shall be displayed without a permit; provided however, that the following shall not require a permit:
 - (a) any banner thirty-two (32) square feet in area or less, per side; and
 - (b) all other portable signs twelve (12) square feet in area or less, per side.
3. Duration: portable signs shall be licensed as temporary signs for periods not to exceed twenty-one (21) days. Each property is limited to six (6) portable sign permits within a calendar year. The effective date of a permit must be at least thirty days after the expiration of the most recent prior permit.
4. Size Limitation:
 - (a) Portable signs shall not exceed thirty-two (32) square feet in area per side.
 - (b) Signs advertising for or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side and any sign(s) be placed not sooner than ninety (90) days prior to and be removed not more than fifteen (15) days following the day of the election for the office being advertised.
5. Safety: Portable signs shall meet the following safety standards:
 - (a) A portable sign shall not obstruct parking places or automobile or pedestrian travel lanes;
 - (b) A portable sign shall not be located so as to obstruct traffic vision;
 - (c) Any lighting of a portable sign must be of a type that cannot be confused with traffic controls and will not cause vehicle drivers to be distracted.

- (d) Any electrical connections shall be in accordance with all City Codes and shall not be exposed in any way which will constitute a safety hazard.
- 6. Fees: The fee for each portable sign permit shall be twenty dollars (\$20.00). The fee will be waived if the portable sign is to be used for non-commercial, not-for-profit use.
- 7. Seasonal Businesses: A seasonal business may obtain a permit for a portable sign for a fee of \$30.00 dollars per month, with a limit of four (4) permits per calendar year.
- 8. Portable sign into a Permanent Sign: A portable sign on a frame with wheels may be turned into a permanent sign if the following conditions are met:
 - (a) The wheels and frame are removed.
 - (b) The sign shall be placed in a permanent concrete base to withstand seventy (70) M.P.H. winds, and cannot be moved.
 - (c) Connections to an energy source for lighting shall be in accord with all City and National Codes.
- 9. Portable Signs Within Residential Districts: The following types of portable signs shall be permitted within a residential district. Except as listed and exempted below, portable signs shall be prohibited within a residential district.
 - (a) Signs advertising the rental, sale or lease of the property upon which the sign is located. Provided however, that such sign is not more than twelve (12) square feet in area per side and that it be removed from the subject lot within not more than fifteen (15) days following the sale, lease or rent of the subject property.

Notwithstanding the provisions of 9-10-8 H of this Code, an "Open House" sign relating to real estate sale/lease, not more than nine (9) square feet in area per side, may be placed,

- (i) for directional signs, from Friday noon until the following Sunday at 6:00 P.M.
 - (A) in the public right-of-way with the permission of the owner of the property abutting the right-of-way
 - (B) on private property with the permission of the property owner; and,

(ii) for non-directional signs, one "open house" sign (in addition to any permitted "for sale" signs) at any time on the property (but not in the public right of way) which is for sale and the subject of the "open house"

(b) Signs placed by individuals or by not for profit organizations entirely for not for profit purposes. Such signs shall however be subject to the permitting and duration requirements as stated within this section.

(c) Signs advertising for, or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side and any signs(s) be placed not sooner than (90) days prior to, and be removed not more than fifteen (15) days following, the day of the election for the office being advertised.

I. Prohibitions and Restrictions: The following signs are prohibited within the City:

1. Signs or banners placed across any public right of way except by permission of the City Council.
2. Displays upon any sign or other advertising structure of any obscene, indecent or immoral matter.
3. Any sign unlawfully installed, erected or maintained.
4. Business signs on trees or utility poles, whether public or private.
5. Signs erected or placed in the public right of way. The City may remove such signs, and the cost incurred shall be recoverable from the owner of the sign. A Ten dollar (\$10.00) per sign fee, to cover the resources of the City involved in the removal of the sign, shall be recoverable for each sign, from the owner of the sign. Any sign not claimed in thirty (30) days shall be destroyed. (Ord. No. 2501-OA -06/07 11/17/06)

J. Revocation of Sign Permit: All rights and privileges accrued under the provisions of this Title or any amendment hereto are mere licenses and may be revoked upon the violation of any of the conditions contained herein. If the work authorized under an erection permit has not been completed within six (6) months after date of issuance, said permit shall become null and void.

9-10-9: EXTERIOR LIGHTING:

- A. All outdoor lighting in all use districts used to light the general area of a specific site shall be shielded to reduce glare and shall be so arranged as to reflect lights away from all adjacent residential districts or adjacent residences.
- B. All outdoor lighting in all use districts shall be directed toward and confined to the ground areas of lawns or parking lots.
 - 1. String lights used in connection with business premises for commercial purposes, must be installed and maintained in compliance to the most current adopted building and electrical codes.
- C. All lighting in nonresidential districts used for the external illumination of buildings, so as to feature said buildings, shall be placed and shielded so as not to interfere with the vision of persons on adjacent highways or adjacent property.
- D. Illumination of signs shall be directed or shaded downward so as not to interfere with the vision of persons on the adjacent highways or adjacent property.
- E. All illumination of signs and any other outdoor feature shall not be of a flashing, moving or intermittent type. Artificial light shall be maintained stationary and constant in intensity and color at all times when in use.

9-10-10: **RESIDENTIAL ENTRANCEWAY:** In all residential districts, so-called entranceway structures including, but not limited to, walls, columns and gates marking entrances to single-family subdivisions or multiple housing projects may be permitted and may be located in a required yard, except as provided in Section 9-10-11 of this Chapter, "Vision Obstruction"; provided, that such entranceway structures shall comply to all codes of the City and shall be approved by the Building Department and a permit issued.

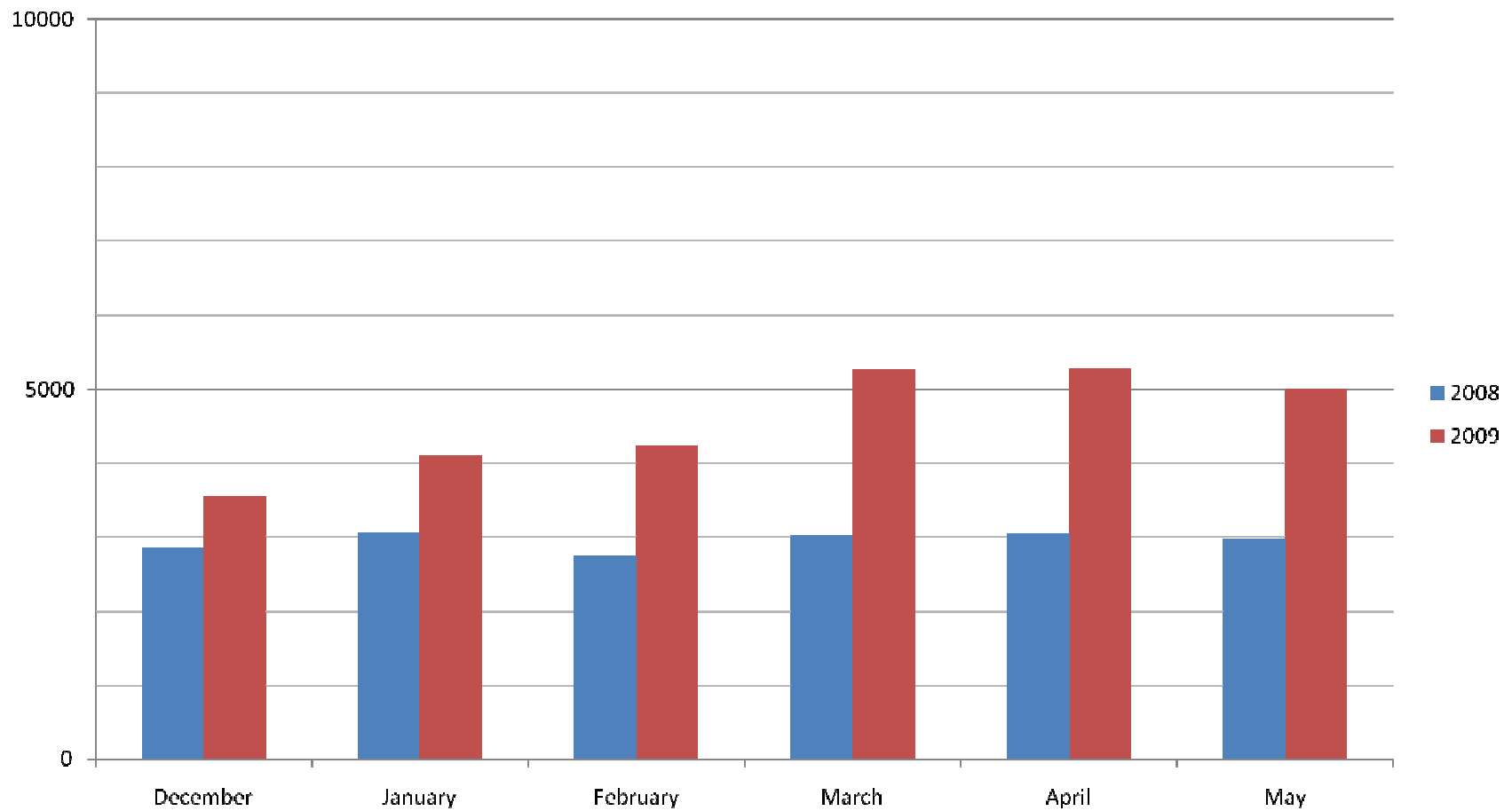
9-10-11: **VISION OBSTRUCTION:** No fence, wall, shrubbery, sign or other obstruction to vision above a height or thirty inches (30") from the established street grades shall be permitted within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between said right-of-way lines at a distance along each line of twenty five feet (25') from their point of intersection nor shall such obstruction to vision be permitted at the intersection of any driveway or alley and a street right-of-way line within a triangular area formed at such intersection by a straight line drawn between the driveway or alley line and the street right-of-way line at as distance along each line of fifteen feet (15') setback shall be required between the property line and the driveway or alley.

(See following page for diagram)

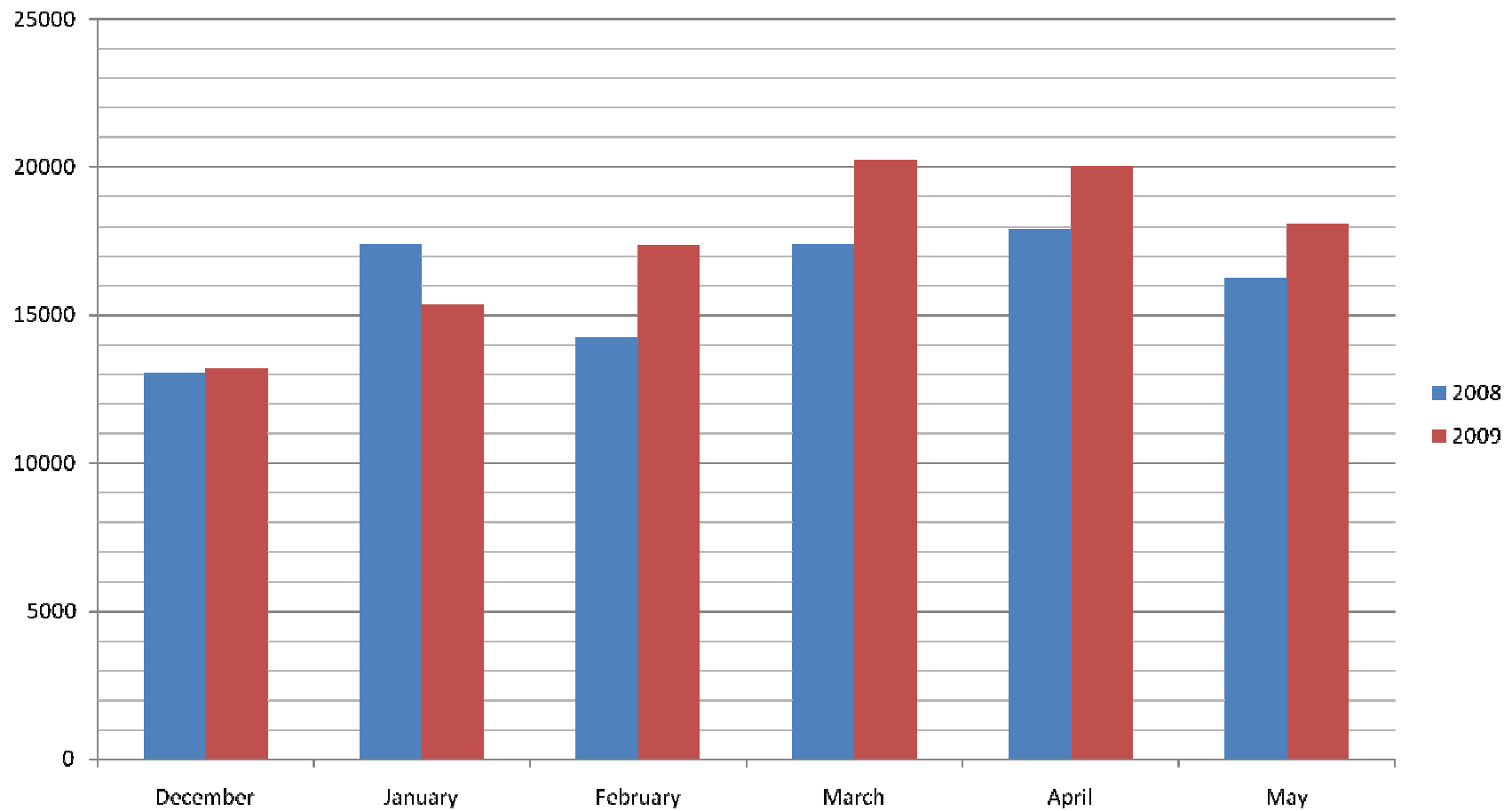
String Lights: Temporary décor or accent lighting that is U.L. listed and is protected by a G.F.C.I. circuit or plug.



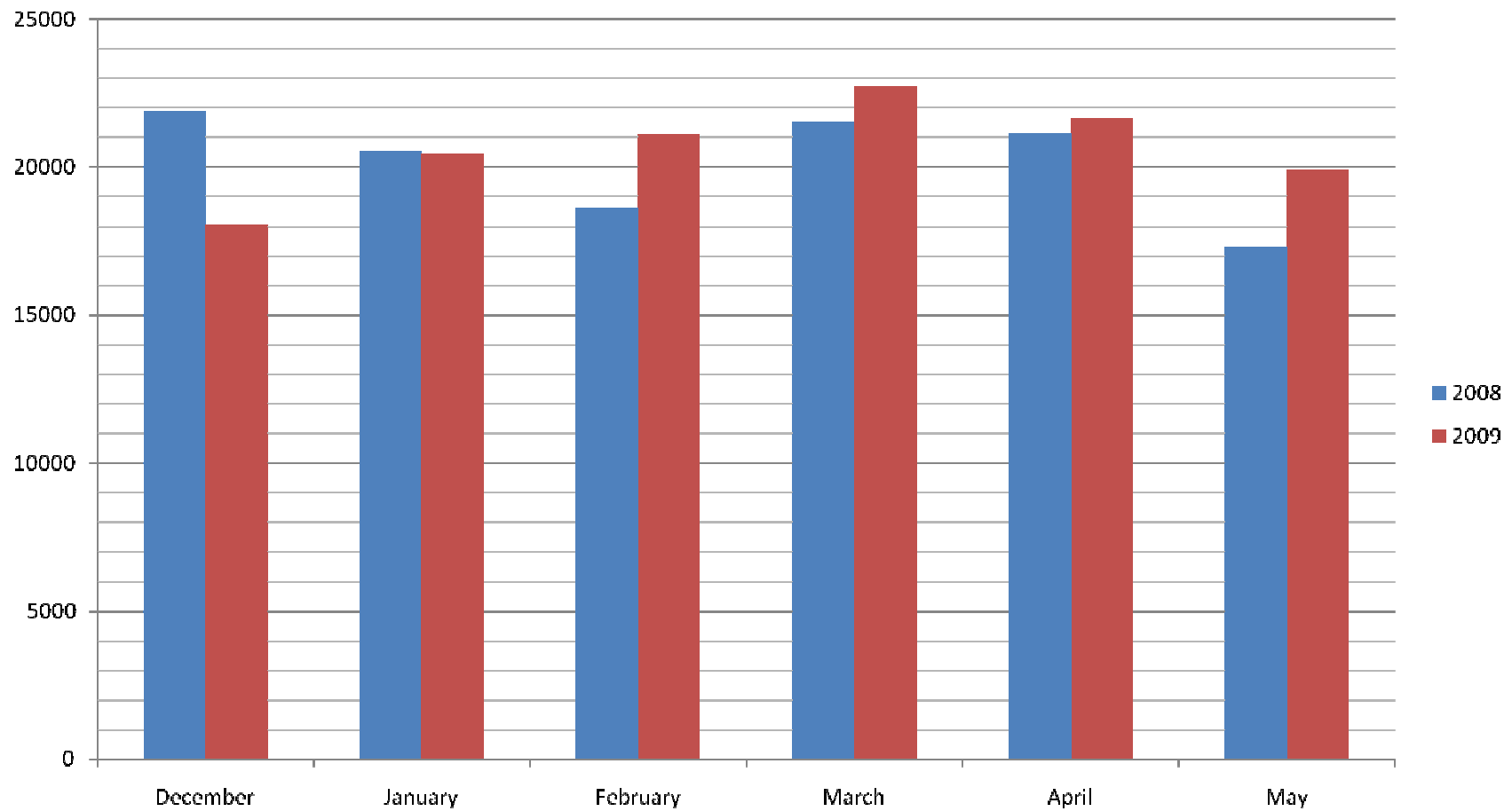
Computer Usage



Patron Door Count

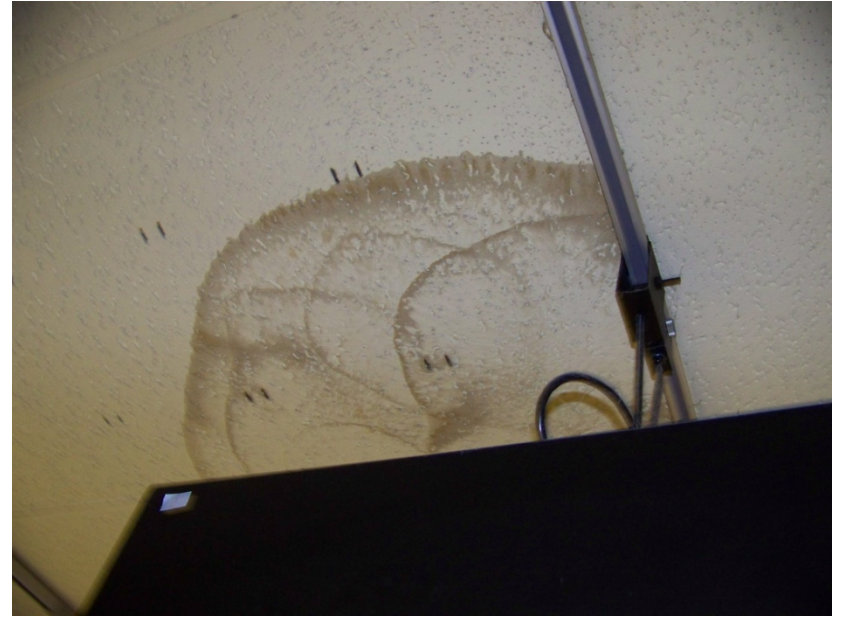


Materials Checked Out



Replacing Plaza Doors





An Unwelcoming Entrance



Pekin Public Library



ORDINANCE NO. 1568-A177-09/10

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

WHEREAS, LETROUT LAND TRUST is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

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

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on June 17, 2009, 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 July 8, 2009, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as B-3 (General Business District):

A PART OF TRACT 5 AS RECORDED IN PLAT BOOK "CCC", PAGE 29 AT THE TAZEWEILL COUNTY RECORDERS OFFICE, BEING A PART OF THE W ½ OF THE SE ¼ OF SECTION 32, T. 25N., R. 4 W. OF THE 3RD PM., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE ¼ OF SAID SECTION 32; THENCE N89°08'13" E ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 32, A DISTANCE OF 542.90 FEET; THENCE N1°18'38"W, A DISTANCE OF 204.02 FEET TO

THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;
THENCE S89°57'34" E, A DISTANCE OF 99.00 FEET; THENCE
S1°39'12"E, A DISTANCE OF 162.47 FEET TO A POINT ON THE
NORTH RIGHT OF WAY LINE OF SAID BROADWAY ROAD, A
DISTANCE OF 251.48 FEET; THENCE N0°34'25" W. A DISTANCE
OF 543.27 FEET TO A POINT ON THE NORTH LINE OF SAID
TRACT 5; THENCE S89°08'13"W ALONG THE NORTH LINE OF
SAID TRACT 5, A DISTANCE OF 358.40 FEET TO THE
NORTHWEST CORNER OF SAID TRACT 5; THENCE S1°18'38"E
ALONG THE WEST LINE OF SAID TRACT 5, A DISTANCE OF
379.26 FEET TO THE POINT OF BEGINNING, CONTAINING 4.053
ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE
COUNTY OF TAZEWELL AND STATE OF ILLINOIS

PIN PART OF No: 05-05-32-400-010

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 _____, 2009; and upon roll call the vote was as
follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2009.

MAYOR

ATTEST:

CITY CLERK

**SITE PLAN CHECKLIST
For Special Use Request**

Name Vet Clinic for Dr. Jennifer Newcomb/ Rowden

Address _____

Phone # _____

Contact Person (if Other than Requestor) _____

[Handwritten signatures and dates: 6/29/09, 7-1-2009]

Required Information – Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	TBD		Not sub- divided yet	
2.	Local Cross Streets	OK		Shown	
3.	Lot Layout, Dimension and Setbacks	OK		Shown	
4.	Public Access	OK		Shown	OK
5.	Easements	N/A		N/A	
6.	Sanitary Sewer Locations, Size	Septic?		Private	
7.	IEPA Sanitary Sewer Permit	N/A		N/A	
8.	Storm Sewer Location and Size	OK		Retention	
9.	Proper Zoning (Current) B-1	To be re- zoned		Re-zone to B-3	
10.	Parking Spaces and Surface	OK		OK	
11.	Sidewalks	N/A		Only Private	
12.	Landscaping	OK		Will provide	
13.	ADA Compliance	OK		OK	
14.	Driveway Openings (curb cuts)	OK		OK	OK
15.	TIF Area	N/A		N/A	
16.	Signage Exterior	OK as planned		Shown	
17.	Lighting Exterior	OK as planned		Wall packs	
18.	Floor Plan Shown and Dimensions	OK		OK	
19.	Screening or Fencing – Barbed Wire or Electric	OK		Dumpster	
20.	Loading and Unloading Areas Shown and Dimensions	OK		OK	
21.	Fire Hydrant Location	OK		Across street	OK
22.					

6/30/2009

23.					
Public Works Comments: Construction drawings will need to show all storm drainage features.					
City Engineer Comments:					
Code Enforcement Comments: East of Veterans Drive and North of Broadway next to cemetery./ The sub-divided lot is not recorded yet./ Entrance drive is approx. 480 feet from new proposed Veterans Drive. Outside kennels are for when they are cleaning inside kennels, Owner would like to expand kennel area in the future depending on business expanding./ Retention calculations will be required upon acceptance and before construction begins./ Signage for business may be larger than shown but still within zoning code requirements.					
Fire Chief Comments:					
Other Comments:					

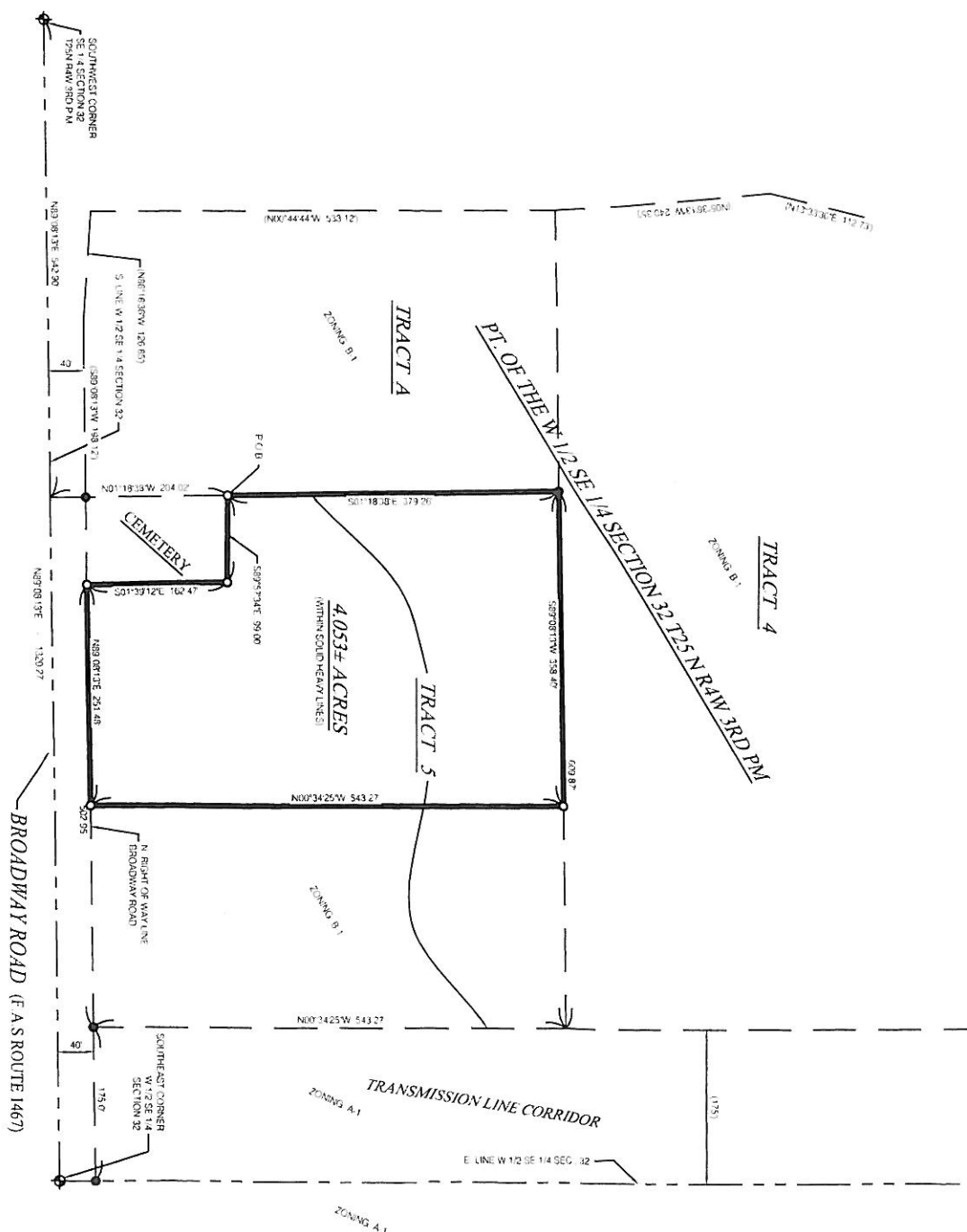
[illegible]

WE, CLIMAX AND ASSOCIATES, INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT WE HAVE PREPARED A FURTHERING PURPOSES OF A PART OF THE 17TH SECTION 14 OF SECTION 32, T25N, R14W OF THE 3RD P.M., TAYNELL COUNTY, ILLINOIS, AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PARCEL AS DRAWN TO SCALE OF 1" = 100 FEET.

DATED THIS 10TH DAY OF JUNE, A.D. 1990

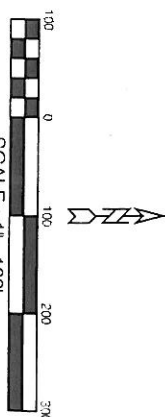
A circular professional seal for Gary R. Zumwalt, a Professional Land Surveyor in the State of Illinois. The seal features the text "GARY R. ZUMWALT" around the top inner edge, "PROFESSIONAL LAND SURVEYOR" around the bottom inner edge, and "STATE OF ILLINOIS" around the middle. The number "2306" is prominently displayed in the center. There are also small stars around the perimeter.

OWNER LETFORD LAND TRUST
EXISTING ZONING - B-1
PROPOSED ZONING FOR 4.03 - PARCEL
B-3 GENERAL BUSINESS DISTRICT



LEGEND

- IRON SURVEY MARKER FOUND
- 3/4" IRON SURVEY PIPE SET
- P.O.B. POINT OF BEGINNING
- PREVIOUSLY PLATTED DIMENSION



PART OF PIN NO. 05 05 32-400-010

ZUMWALT & ASSOCIATES, INC.

1040 W. OLYMPIA DRIVE
PEORIA, ILLINOIS • (309) 692-5074
DESIGN FIRM REGISTRATION NO. 184-003189

LETROUT LAND TRUST

1/1

ORDINANCE NO. 2590-OA-09/10

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 10, SECTION 8 G. AND
TITLE 9, CHAPTER 10, SECTION 9 B. OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SIGNS AND EXTERIOR LIGHTING**

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

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

WHEREAS, the City Council believes it is appropriate and reasonable to modify the provisions with respect to signs, canopies, and string lights in a B-2 (Central Business District);

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

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 8 G. be amended by adding the following language:**
 5. Signs, awnings or canopies, only within a B-2 Central Business District.
Provided further that the bottoms of signs and valances of any awnings or canopies are no less than eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement edge.

2. That Title 9, Chapter 10, Section 9 B. be amended by adding the following language:

1. String lights used in connection with business premises for commercial purposes, must be installed and maintained in compliance to the most current adopted building and electrical codes.

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 _____, 2009; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2009.

MAYOR

ATTEST:

CITY CLERK

9-10-8: **SIGNS:** The following conditions shall apply to all signs erected or located in any use district:

- A. Conformance with Provisions: All signs shall conform to all applicable codes and ordinances of the City and, where required, shall be approved by the Building Inspector and a permit issued.
- B. Signs Permitted Generally:
 - 1. Directional Signs: All directional signs required for the purpose of orientation, when established by the City, County, State or Federal government, shall be permitted in all use districts.
 - 2. Accessory Signs: Accessory signs shall be permitted in any use district.
 - 3. Real Estate Signs: Signs used for advertising land or buildings for rent, lease and/or sale shall be permitted when located on the land or building intended to be rented, leased and/or sold.
- C. Signs For Which a Permit is not Required: A permit is not required for the following signs:
 - 1. Bulletin boards not over twenty (20) square feet in area for religious institutions, when the same are located on the premises of said institutions; provided, however, if said signs are electrically illuminated, an electrical permit must be obtained (See Section 7-1D-4 of this Code).
 - 2. Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or aluminum.
 - 3. Traffic or other Municipal signs, legal notices, danger and such temporary emergency or nonadvertising signs as may be approved by the City.
 - 4. Signs advertising the rental, sale or lease of the property upon which it is located.
- D. Projecting Signs: No sign, otherwise permitted, shall project above or beyond the maximum height of fifty (50) feet above the ground level; except, that for a planned commercial or shopping center development involving five (5) acres or more under one ownership, the Board of Appeals may modify the height limitation. The Board shall, however, respect all yards and setbacks in modifying height requirements.

- E. Freestanding Accessory Signs: Freestanding accessory signs may be located in the required front yard except as otherwise provided herein or as otherwise controlled by other codes and ordinances of the City.
- F. Signs in or Abutting Residential Districts:
1. Size: No sign in excess of two (2) square feet in area shall be allowed in a residential district except temporary for sale, lease or rent signs, Garage Sale signs (as provided in this Section), and traffic controls, signs and devices.
 2. Illuminated Signs: Illuminated signs in districts abutting residential districts shall be shielded so as to direct light away from residential districts.
 4. Nonaccessory Signs: Nonaccessory signs shall not be permitted in any residential districts; except, that nonaccessory signs pertaining to Garage Sales signs are permitted as described in this section, and nonaccessory signs pertaining to real estate development located within the City and designed to promote the sale of lots or homes within a subdivision located within the City may be permitted on a temporary basis in any use district but shall not be located upon subdivided land unless such land is part of the subdivision being advertised for sale and shall be subject to the requirements and conditions of all applicable codes and ordinances of the City, approved by the Building Inspector and temporary permit issued.
 4. Signs advertising garage sales shall be subject to the following restrictions:
 - (a) Garage Sale signs shall not be larger than four (4) square feet per side.
 - (b) Garage Sale signs shall not be placed on trees or utility poles.
 - (c) A garage Sale sign may be in public right-of-way with the permission of the owner of the property abutting such right-of-way.
 - (d) A directional nonaccessory Garage Sale sign may be placed on property other than the location of the Garage Sale only with the permission of the property owner.
 - (e) No more than three (3) signs advertising a Garage Sale may be displayed for any Garage Sale.
 - (f) No Garage Sale sign may be displayed more than one (1) day prior to the Garage Sale. All Garage Sale signs must be removed prior to 8:00 p.m. of the last day of the Garage Sale.

- (g) The violation of any provision of this Section of this Code shall be punishable by a fine of twenty-five dollars (\$25.00). Each day that any violation of any provision of this section of this Code continues shall constitute a separate offense. In addition to such fine, the City may remove any signs in violation of this Section of this Code.

G. Permanent Signs – Restrictions (Business, Industrial, and PUD Zones)

1. Bottom Clearance. There shall be a clean space of not less than seven (7) feet between the lowest part of a sign and the ground or surface.
2. Maximum Size Sign: The maximum size of a sign shall be determined by location of the structure and structure frontage. In general, the maximum size for one sign shall be determined by the following: 2 square foot of sign per 1 lineal foot of building frontage or 120 square feet whichever is larger.

Example: Building front covers 150 feet; therefore, the largest sign allowed would be 300 square feet. A building that has only 50 feet would be allowed a sign of 120 square feet.

3. Amount of Signage Allowable: A facility shall not have more sign coverage that exceeds the total of more than 3 square feet per 1 lineal foot of building frontage for buildings having frontage of 100 linear feet or larger. Buildings less than 100 lineal feet shall have a maximum of 120 square feet.

Example: Building front covers 150 feet; therefore, the cumulative total of signage allowed would be 450 square feet. A building that has only 35 feet would still be allowed only a total of 120 square feet.

4. Building Location Determinations: Buildings on corner lots or in large complexes where access to the structure or business is available on more than one side shall be considered to have more than one building front for purposes of calculating the amount of signage allowed. Calculations for signage will be determined by counting each side as a separate frontage. (Ord. No. 2392-OA 10/25/04)

5. Signs, awnings or canopies, only within a B-2 Central Business District. Provided further that the bottoms of signs and valances of any awnings or canopy are no less than eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement edge.

H. Portable Sign:

1. Definition. A portable sign is any sign that is not permanently anchored to a building, or to a structure, or permanently anchored in the ground and set in concrete to withstand seventy (70) mile per hour winds. Banners are portable signs.
2. Permits: No portable signs shall be displayed without a permit; provided however, that the following shall not require a permit:
 - (a) any banner thirty-two (32) square feet in area or less, per side; and
 - (b) all other portable signs twelve (12) square feet in area or less, per side.
3. Duration: portable signs shall be licensed as temporary signs for periods not to exceed twenty-one (21) days. Each property is limited to six (6) portable sign permits within a calendar year. The effective date of a permit must be at least thirty days after the expiration of the most recent prior permit.
4. Size Limitation:
 - (a) Portable signs shall not exceed thirty-two (32) square feet in area per side.
 - (b) Signs advertising for or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side and any sign(s) be placed not sooner than ninety (90) days prior to and be removed not more than fifteen (15) days following the day of the election for the office being advertised.
5. Safety: Portable signs shall meet the following safety standards:
 - (a) A portable sign shall not obstruct parking places or automobile or pedestrian travel lanes;
 - (b) A portable sign shall not be located so as to obstruct traffic vision;
 - (c) Any lighting of a portable sign must be of a type that cannot be confused with traffic controls and will not cause vehicle drivers to be distracted.

- (d) Any electrical connections shall be in accordance with all City Codes and shall not be exposed in any way which will constitute a safety hazard.
- 6. Fees: The fee for each portable sign permit shall be twenty dollars (\$20.00). The fee will be waived if the portable sign is to be used for non-commercial, not-for-profit use.
- 7. Seasonal Businesses: A seasonal business may obtain a permit for a portable sign for a fee of \$30.00 dollars per month, with a limit of four (4) permits per calendar year.
- 8. Portable sign into a Permanent Sign: A portable sign on a frame with wheels may be turned into a permanent sign if the following conditions are met:
 - (a) The wheels and frame are removed.
 - (b) The sign shall be placed in a permanent concrete base to withstand seventy (70) M.P.H. winds, and cannot be moved.
 - (c) Connections to an energy source for lighting shall be in accord with all City and National Codes.
- 9. Portable Signs Within Residential Districts: The following types of portable signs shall be permitted within a residential district. Except as listed and exempted below, portable signs shall be prohibited within a residential district.
 - (a) Signs advertising the rental, sale or lease of the property upon which the sign is located. Provided however, that such sign is not more than twelve (12) square feet in area per side and that it be removed from the subject lot within not more than fifteen (15) days following the sale, lease or rent of the subject property.

Notwithstanding the provisions of 9-10-8 H of this Code, an "Open House" sign relating to real estate sale/lease, not more than nine (9) square feet in area per side, may be placed,

- (i) for directional signs, from Friday noon until the following Sunday at 6:00 P.M.
 - (A) in the public right-of-way with the permission of the owner of the property abutting the right-of-way
 - (B) on private property with the permission of the property owner; and,

(ii) for non-directional signs, one "open house" sign (in addition to any permitted "for sale" signs) at any time on the property (but not in the public right of way) which is for sale and the subject of the "open house"

(b) Signs placed by individuals or by not for profit organizations entirely for not for profit purposes. Such signs shall however be subject to the permitting and duration requirements as stated within this section.

(c) Signs advertising for, or promoting the candidacy of a person(s) for elected public governmental office. Provided however, that such signs not exceed twelve (12) square feet in area per side and any signs(s) be placed not sooner than (90) days prior to, and be removed not more than fifteen (15) days following, the day of the election for the office being advertised.

I. Prohibitions and Restrictions: The following signs are prohibited within the City:

1. Signs or banners placed across any public right of way except by permission of the City Council.
2. Displays upon any sign or other advertising structure of any obscene, indecent or immoral matter.
3. Any sign unlawfully installed, erected or maintained.
4. Business signs on trees or utility poles, whether public or private.
5. Signs erected or placed in the public right of way. The City may remove such signs, and the cost incurred shall be recoverable from the owner of the sign. A Ten dollar (\$10.00) per sign fee, to cover the resources of the City involved in the removal of the sign, shall be recoverable for each sign, from the owner of the sign. Any sign not claimed in thirty (30) days shall be destroyed. (Ord. No. 2501-OA -06/07 11/17/06)

J. Revocation of Sign Permit: All rights and privileges accrued under the provisions of this Title or any amendment hereto are mere licenses and may be revoked upon the violation of any of the conditions contained herein. If the work authorized under an erection permit has not been completed within six (6) months after date of issuance, said permit shall become null and void.

9-10-9: EXTERIOR LIGHTING:

- A. All outdoor lighting in all use districts used to light the general area of a specific site shall be shielded to reduce glare and shall be so arranged as to reflect lights away from all adjacent residential districts or adjacent residences.
- B. All outdoor lighting in all use districts shall be directed toward and confined to the ground areas of lawns or parking lots.
 - 1. String lights used in connection with business premises for commercial purposes, must be installed and maintained in compliance to the most current adopted building and electrical codes.
- C. All lighting in nonresidential districts used for the external illumination of buildings, so as to feature said buildings, shall be placed and shielded so as not to interfere with the vision of persons on adjacent highways or adjacent property.
- D. Illumination of signs shall be directed or shaded downward so as not to interfere with the vision of persons on the adjacent highways or adjacent property.
- E. All illumination of signs and any other outdoor feature shall not be of a flashing, moving or intermittent type. Artificial light shall be maintained stationary and constant in intensity and color at all times when in use.

9-10-10: **RESIDENTIAL ENTRANCEWAY:** In all residential districts, so-called entranceway structures including, but not limited to, walls, columns and gates marking entrances to single-family subdivisions or multiple housing projects may be permitted and may be located in a required yard, except as provided in Section 9-10-11 of this Chapter, "Vision Obstruction"; provided, that such entranceway structures shall comply to all codes of the City and shall be approved by the Building Department and a permit issued.

9-10-11: **VISION OBSTRUCTION:** No fence, wall, shrubbery, sign or other obstruction to vision above a height of thirty inches (30") from the established street grades shall be permitted within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between said right-of-way lines at a distance along each line of twenty five feet (25') from their point of intersection nor shall such obstruction to vision be permitted at the intersection of any driveway or alley and a street right-of-way line within a triangular area formed at such intersection by a straight line drawn between the driveway or alley line and the street right-of-way line at a distance along each line of fifteen feet (15') setback shall be required between the property line and the driveway or alley.

(See following page for diagram)

String Lights: Temporary décor or accent lighting that is U.L. listed and is protected by a G.F.C.I. circuit or plug.



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEMS: PPUATS Annual Dues Agreement and Funding Resolution

AGENDA DATE REQUESTED: July 27, 2009

ACTION REQUESTED: Approval of the "Joint PPUATS Funding Agreement Annual Element OWP FY 2010" and MFT Funding Resolution Appropriating Funds for the Same.

BACKGROUND: The State of Illinois designates certain Metropolitan Planning Organizations (MPO's) eligible for Federal Planning and Construction dollars. Locally, the City of Pekin is a member of the Peoria – Pekin Urbanized Area Transportation Study (PPUATS). The other agencies (cities and counties) are listed in the Funding Agreement that is on the 7/29/09 City Council agenda. The PPUATS organization funding is derived from several places, including \$148,444.00 from the local government agencies (20% Local Match). The City of Pekin's share (based on population) is \$11,421.97 for FY 2010, up from \$10,522.76 in FY 2009.

What do we get for our \$11,421.97? We have requested and PPUATS has funded a number of Transportation Studies for the City of Pekin. See Joe or me for a list of past and ongoing studies. More importantly, our membership makes us eligible for a significant amount of Federal Highway Dollars. Since we have been active (since mid 1980's) we have received over \$5M Federal Dollars through the PPUATS organization for Construction projects. The recent Federal Stimulus distribution of \$400,000+ was received based on PPUATS participation.

FINANCIAL IMPACT: \$11,421.97 from Motor Fuel Tax Funds

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City would be eligible for Federal Funding for Construction Projects and Engineering Studies.

IMPACT IF DENIED: Jeopardize eligibility for Federal Highway Dollars

ALTERNATIVES: N/A.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Very important part of the Effective Government theme

REQUIRED SIGNATURES

Department Director

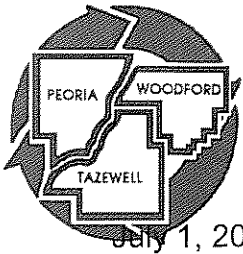
Finance Department

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager



TRI-COUNTY REGIONAL PLANNING COMMISSION

411 HAMILTON BOULEVARD • SUITE 2004 • PEORIA, IL 61602

PHONE: 309-673-9330 • FAX: 309-673-9802

www.tricountyrpc.org

July 1, 2009



Honorable Rusty Dunn
City of Pekin
111 South Capitol
Pekin, Illinois 61554

Dear Mayor Dunn:

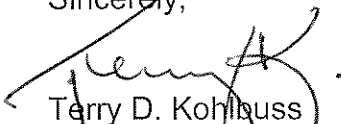
The Peoria/Pekin Urbanized Area Transportation Study (PPUATS) Policy Committee and the Tri-County Regional Planning Commission have approved the format assessment funding levels to provide the local match for the FY 2010 transportation planning and highway project funding process.

It is requested that your unit of government place the Agreement on your next agenda for consideration. The period covered by the Agreement begins July 1, 2009, and extends to June 30, 2010. Your representatives on the PPUATS Technical and Policy Committees can advise you on the Agreement, or if you desire, I will be available to answer any questions you or your board may have.

I have attached two (2) copies of the Agreement as already signed by the Chairman of the Tri-County Regional Planning Commission and the Chairman of the Peoria/Pekin Urbanized Area Transportation Study Policy Committee. Please sign both copies and return one to me. Also attached is an invoice for your unit of government's share of the FY 2010 PPUATS local match of the Federal Planning, FTA Section 5303, FTA Section 9 funds, and up to \$40,000 in other federal transportation planning funds.

Thank you for your continued support of our area transportation planning program. If you have any questions, please contact me at (309) 673-9330 or tkohlbus@tricountyrpc.org

Sincerely,


Terry D. Kohlbus
Executive Director

TDK:lla
Enclosures

Tri-County Regional Planning Commission

211 Fulton Street, Suite 207

Peoria, Illinois 61602

309-673-9330

Fax 309-673-9802

SERVICE INVOICE

SERVICE FOR:

CITY OF PEKIN

INVOICE NUMBER: 2010-9

ORDER NUMBER: N/A

TAX NUMBER: 37-6020231

JOB DESCRIPTION: Fund 2010

DATE July 1, 2009

BILL TO:

City of Pekin

111 South Capital

Pekin, Illinois 61554

DATE	SERVICE DESCRIPTION	Year	Share	Total
07/01/09	City of Pekin's Share per Joint Funding Agreement Annual Element FY 2010 Peoria/Pekin Urbanized Area Transportation Study	1	\$11,421.97	\$11,421.97
				\$11,421.97
				TOTAL DUE

MAKE CHECK PAYABLE TO:

TRI-COUNTY REGIONAL PLANNING COMMISSION

**RESOLUTION 09-57
JOINT PPUATS FUNDING AGREEMENT
ANNUAL ELEMENT OWP FY 2010**

This agreement is hereby entered into by the members of the participating agencies and the Tri-County Regional Planning Commission as the designated MPO under Section 134 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for the Peoria/Pekin Urbanized Area transportation planning process. It is intended to set forth the procedures and methods agreed upon to provide sufficient local matching funds enabling the Peoria/Pekin urbanized area to receive approximately \$421,819 in Federal Planning (PL) funds, \$128,157 in Federal Transit Administration (FTA) Section 5303 planning funds \$3,800 in FTA Section 5307 planning funds, and up to \$40,000 in other federal transportation planning funds. All funding sources require a 20% local match; requiring a total local match of \$148,444 for Fiscal Year 2010. It is further agreed that the Greater Peoria Mass Transit District provides the FTA Section 5307 funds as a pass through membership fee for participation in the planning process.

The federal planning funds, FTA funds and local matching monies will be utilized for the work and services performed in accordance with the Overall Work Program for Fiscal Year 2010. The work and services and their associated costs as contained in the Overall Work Program were adopted by both the PPUATS Policy Committee and the Tri-County Regional Planning Commission.

Each participating agency identified herein, hereby agrees to pay its entire share to the MPO (Tri-County Regional Planning Commission) not later than November 1, 2009. The MPO is hereby designated to deposit local funds in a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate work tasks designated in the Overall Work Program to the responsible agency. The MPO shall make a monthly report to the PPUATS Policy Committee accounting for the expenses incurred on the work tasks identified in the Overall Work Program. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local matching money for FY 2009 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2008.

Agency	Local Agency Share
Peoria County	31,584.32
Tazewell County	31,012.63
City of Peoria	40,689.46
Pekin	11,421.97
East Peoria	7,806.49
Morton	5,623.78
Washington	4,442.01
Peoria Heights	2,238.38
Bartonville	2,128.74
West Peoria	1,837.92
Creve Coeur	1,606.50
Woodford County	8,051.80
TOTAL	148,444.00

Any surplus of local matching money with accumulated interest will remain on deposit in the special bank account managed by the MPO (Tri-County Regional Planning Commission) along with any excess from previous years and may be used for such purposes and projects as designated by the PPUATS Policy Committee.

This agreement is approved as indicated by signature of an agent of the undersigned participating agency represented on the PPUATS Policy Committee and the Tri-County Regional Planning Commission.

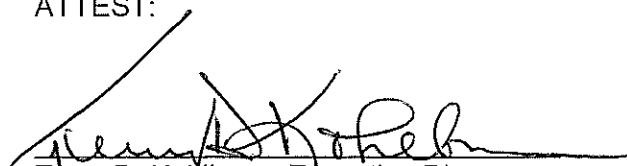
Bartonville	_____	Date	_____
Creve Coeur	_____	Date	_____
East Peoria	_____	Date	_____
Morton	_____	Date	_____
Pekin	_____	Date	_____
Peoria	_____	Date	_____
Peoria Heights	_____	Date	_____
Washington	_____	Date	_____
West Peoria	_____	Date	_____
Peoria County	_____	Date	_____
Tazewell County	_____	Date	_____
Woodford County	_____	Date	_____

The foregoing agreement setting forth the procedures and methods for the reimbursement of local matching funds to the MPO (Tri-County Regional Planning Commission) for work performed in accordance with the Overall Work Program for FY 2010 is hereby agreed to by the Tri-County Regional Planning Commission this 28th day of June, 2009.


Kenneth J. Klopstein, Chairman
Tri-County Regional Planning Commission


Thomas O'Neill, Chairman
Peoria/Pekin Urbanized Area
Transportation Study

ATTEST:


Terry D. Kohnbuss, Executive Director
Tri-County Regional Planning Commission



BE IT RESOLVED, by the _____ of the _____
 _____ Council or President and Board of Trustees
 City of Pekin Illinois

 City, Town or Village

[illegible]

Approved _____ Date Department of Transportation _____ Regional Engineer	I, <u>Sue E. McMillan</u> Clerk in and for the <u>City</u> of <u>Pekin</u> City, Town or Village County of <u>Tazewell and Peoria</u>, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the <u>Council</u> Council or President and Board of Trustees at a meeting on <u>July 13, 2009</u> Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this <u>13th</u> day of <u>July, 2009</u> (SEAL) _____ City, Town, or Village Clerk
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REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council
CC: City Manager, Denny Kief
City Clerk, Sue McMillan
From: Community Development Director, Pamela Anderson

AGENDA ITEM: 2008 Consolidated Annual Performance Evaluation Report (CAPER) for Community Development Block Grant (CDBG) entitlement & 2009 Action Plan Amendment

AGENDA DATE REQUESTED: July 27, 2009

ACTION REQUESTED: Council approval of the 2008 CAPER & 2009 Action Plan for CDBG

BACKGROUND: HUD requires a yearly evaluation report stating the accomplished goals for the past fiscal year and performance measurements based from the Five Year Consolidated Plan. These are stated within the 2008 end of the year evaluation document. The draft CAPER will be available for review in its entirety on June 18th, 2009. The draft will be on public review from June 18 – July 9th, 2009, with a public hearing on July 23rd, 5:30 pm in the Council chambers.

Any substantial changes to the allocation of dollars requires an amendment, which includes a public comment period, a public hearing and Council approval. There are dollars that are being reallocated from the 2008 CAPER to 2009 HUD fiscal year projects; therefore, a 2009 Action Plan amendment is required.

FINANCIAL IMPACT: Please see attached supporting document.

NEIGHBORHOOD CONCERNS: A public hearing is scheduled for July 23, 2009 at 5:30pm in the Council chambers. Comments will be included within the final draft of the CAPER that will be submitted to HUD.

IMPACT IF APPROVED: The 2008 CAPER & 2009 Action Plan amendment will be mailed to HUD for approval.

IMPACT IF DENIED: The deadline for submittal of the 2008 CAPER will be missed and an extension request will be submitted to HUD.

ALTERNATIVES: none

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: CDBG activities are consistent with the following goals of the conceptual plan – a prosperous community, a strong foundation, a high quality of life and effective government. In addition to the City of Pekin goals in the conceptual plan, HUD requires reporting on the performance measurement goals, which are listed within the proposed CAPER.

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

CDBG FISCAL YEAR END – 2008

Project Name	2007 Carried Over	2008 budgeted Amount	Expended Amount in FY2008	Status / Amount
2007 ADA sidewalk	\$411,811.25	n/a	\$411,811.25	Completed
2007 Carbon Monoxide Detectors for the Hearing Impaired	\$1,212.32	n/a	\$1,212.32	Completed
2007 Administration – Pekin Coalition for Equality	\$642.80	n/a	\$642.80	Completed
2007 Housing Rehabilitation Loan Program	\$13,630	n/a	\$13,630	Completed
2008 Seal Coating	n/a	\$199,999	\$199,999	Completed
2008 Rehabilitation	n/a	\$50,000	\$20,705.65	Completed
2007 Rehab projects that used 2008 \$			\$6,538.00	
2008 Rehab Program Delivery	n/a	\$98,010	\$76,000.68	Completed
2008 EDFAP	n/a	\$55,000	\$55,000	Completed
2008 Traffic lights audio component	n/a	\$17,663.83	\$17,663.83	Completed
2008 CDBG for HOME	n/a	\$48,000	\$38,727.46	\$8,400 carried over to FY 2009
2008 Hearing impaired CO detectors	n/a	\$5,000	\$4,488.56	Completed
2008 Code Enforcement	n/a	\$38,106	\$38,106	Completed
2008 United Way	n/a	\$48,923.22	\$48,923.22	Completed
2008 non-profit facility improvements	n/a	\$33,000	\$16,691.91	\$16,797.34 carried over to FY 2009
2008 smoke and CO detectors	n/a	\$4,203	\$4,185.00	Completed
2008 South Side Fire Station	n/a	\$13,797	\$13,797.00	Completed
2008 GIS – contour mapping	n/a	\$36,900	\$36,900.00	Completed
2008 Administration	n/a	\$56,409.03	\$56,409.03	Completed
Totals:	\$427,296.37	\$634,135.34	\$1,061,431.71	

CDBG-R FISCAL YEAR END – 2008

Project Name	2008 budgeted Amount	Expended Amount in FY2008	Status / Amount
2008 108 District-wide Social, Emotional, & Behavioral (SEB) Curriculum / 2008 CDBG-R	\$16,862	\$0.00	\$16,862 carried over to FY 2009
10% Administration / 2008 CDBG-R	\$11,241	\$0.00	\$11,241 carried over to FY 2009
Pekin Salvation Army / Rust Transitional Center / 2008 CDBG-R	\$25,000	\$0.00	\$25,000 carried over to FY 2009
Pekin Salvation Army / Rust Transitional Center / 2008 CDBG-R	\$10,000	\$0.00	\$10,000 carried over to FY 2009
Pekin Salvation Army / Child Care center / 2008 CDBG-R	\$49,311	\$0.00	\$49,311 carried over to FY 2009
Total CDBG-R dollars:			\$112,414

2008 Fiscal Year Total Funds Available & Calculations of Cap %'s

2008 Grant Income:	\$183,506
2008 Program Income:	\$112,540
Total 2008 income:	\$296,046
20% Administrative Cap:	\$59,209
15% Public Service Cap:	\$54,779
(2007 Program Income)	\$181,690

2008 Carried Over Funds to 2009 Fiscal Year

Activity / Funding	Allocated	Drawn	Carried Over Activities to FY2009 / \$
2008 allocated funds to be reallocated:			
2009 United Way	\$	\$0.00	\$10,000
2009 seal coating	\$	\$0.00	\$28,432.28
2009 Public facility improvements	\$	\$0.00	\$7,735.37
2008 CDBG carried over funds:			
2008 CDBG for HOME (Hazel Phillips)	\$8,400.00	\$0.00	\$8,400.00
2008 non-profit facility improvements / 2008 CDBG	\$16,797.34	\$2,922.68	\$13,874.66
2008 CDBG-R funds:			
2008 108 District-wide Social, Emotional, & Behavioral (SEB) Curriculum / 2008 CDBG-R	\$16,862	\$0.00	\$16,862
Utility Drop Box replacement / 2008 CDBG-R	Deemed ineligible by HUD 7/14/09; \$5,712 moved to Pekin Salvation Army / Child Care Center / 2008 CDBG-R		
10% Administration / 2008 CDBG-R	\$11,241	\$0.00	\$11,241
Pekin Salvation Army / Rust Transitional Center / 2008 CDBG-R	\$25,000	\$0.00	\$25,000
Pekin Salvation Army / Rust Transitional Center / 2008 CDBG-R	\$10,000	\$0.00	\$10,000
Pekin Salvation Army / Child Care center / 2008 CDBG-R	\$49,311	\$0.00	\$49,311

Funding	Allocated
Total 2008 CDBG carried over to FY 2009:	\$25,197.34
Total CDBG-R carried over to FY 2009:	\$112,414.00
Total 2008 CDBG reallocated for FY 2009 (amendment #1 for 2009 Action Plan):	\$68,260.00
Total dollars to be added to Fiscal Year 2009	\$205,871.34

2008 HUD CDBG CAPER

- Consolidated Annual Performance Evaluation Report
- 2008 HUD CDBG Fiscal Year -
May 1, 2008 to April 30, 2009
- Goals, objectives, programs, dollars expended, status, benefited & leveraged dollars.

2008 FY Budgeted dollars

• 2008 Grant dollars -	\$183,506.00
Program Income -	\$112,540.00
• 2007 Carry Over -	\$446,115.00
• 2006 Carry Over -	\$409,170.00
• 2005 Carry Over -	<u>\$ 13,361.00</u>
• Total Available -	\$1,164,692.00

2008 HUD Fiscal Year

- Due to a reduction in the 2008 HUD fiscal year funds, resignation from the following organizations was required – IMHRA, HoIHCoC & Regional Fair Housing Committee.

GOAL A -To develop a viable urban community by providing decent housing principally to low and moderate income persons.

- Objective – The City of Pekin Code Enforcement program, as a high priority, will inspect 550 units by April 30, 2009.

2008 Code Enforcement

- Expended: \$38,106.00
- Status: completed
- Benefited: 502 residential units LMA
- Leveraged: n/a

GOAL A - decent housing

- Objective - The City of Pekin Rehabilitation single family owner occupied program, as a high priority, will rehabilitate a total of 4 homes by April 2009. These are expected to be equally provided to low, very low and extremely low-income households.

Rehab Program

- Expended: 2008 FY - \$27,243.65
2007 FY - \$13,630.00
- Status: 1 Open / Carried Over
\$8,400.00
- Benefited: 12 houses completed LMC
(4 Elderly, 4 FHH)
- Leveraged: HOME/IHDA dollars
(\$110,251.95)

2008 Rehab Program Delivery

- Expended: \$76,000.68
- Status: Completed
- Benefited: n/a
- Leveraged: n/a

GOAL A - decent housing

- Objective - The City of Pekin intends to purchase and install carbon monoxide detectors for the hearing impaired for a total of 13 individuals with hearing impairment issues.
- The devices were selected, purchased and have begun the installation process. This activity should be completed in FY 2009.

GOAL A - decent housing

- The City of Pekin will, as a high priority, participate in the IDHA HOME/SFOOR program to bring a minimum of three houses a year up to code for the short-term goal. CDBG dollars will be used to pay for the costs per project that exceed IHDA maximum per project expense of \$40,000.

2008 IDHA HOME/SFOOR

- Expended: \$110,251.95 HOME
 \$ 38,727.46 CDBG
- Status: 2 completed, 1 carried over
- Benefited: 3 households

GOAL B - To develop a viable urban community by providing a suitable living environment principally to low and moderate-income persons.

- The City of Pekin will, as a high priority, contract with public and private agency/ies that will provide needed services to 2,000 low and moderate-income persons/households.

2008 United Way

- Expended: \$48,923.22
- Status: completed
- Benefited: 2,728 Pekin residents /
LMC
- Leveraged: \$560,000; 1:14

GOAL B – suitable living environment

- The City of Pekin will, as a high priority, reconstruct streets, install a sidewalk; install an emergency siren; and make other necessary public facility improvements on public streets, alleys and other city property that is located in low to moderate-income census block groups or slum and blight areas. Public facility improvements will benefit the low to moderate income 2000 census block groups.

2008 Public Facilities

- 2008 Seal Coating program was completed; benefiting 874 low to moderate income people.
- ADA Sidewalk program was completed; benefiting 10,142 low to moderate income households.

2008 Public Facilities

- Traffic Light audio component for the visually impaired program was completed.
- Purchase and installation of audio components in 10 main intersections with a total of 58 audio components installed.
- Total of 4,352 benefit for the community (people).

2008 Amendment

- Approved by City Council on January 26, 2009
- Reallocated CDBG dollars to the following programs: GIS Contour mapping, South Side Fire Station boiler replacement, non-profit public facilities & smoke and CO detectors.

GIS Contour mapping

- 39 % of total expense was allocated for the purchase of the GIS contour mapping program.
- \$36,855 CDBG dollars utilized

South Side Fire Station

- \$13,797 of CDBG dollars were utilized to purchase and install a new boiler for the South Side Fire Station.
- 7,846 households benefited

non-profit public facilities

- \$33,000 allocated to the following agencies:
Pekin YWCA, Pekin Salvation Army,
Christian Civic Outreach, Boys and Girls
Club, Tazewell Teen Center & the House of
Hope.
- This program will be completed in the
current fiscal year.

Smoke & CO Detectors

- Objective - The City of Pekin intends to purchase and install 152 carbon monoxide & smoke detectors.
- The devices were selected, purchased and have begun the installation process. This activity should be completed in FY 2010.

Goal C: Economic Development

- Goal: To develop a viable urban community by expanding economic opportunities principally to low and moderate income persons.
- Objective: The City of Pekin may assist as appropriate, the growth of one business with direct assistance or other incentive in support of economic opportunity projects by April 2010.

Goal C: Economic Development

- Revolving Loan fund set up
- 1 business assisted – Fire House pizza
- EDFAP loan of \$55,000
- Creation of 2.5 FTE low to moderate income jobs within 2 years

Other identified goals

- The City of Pekin will provide Planning and Administrative services, as a high priority, that are necessary for the administration of HUD grants primarily serving low and moderate income persons through April 2009.

2008 General Administration

- Expended: \$56,409.03
- Status: completed
- Benefited: n/a
- Leveraged: n/a

Pekin Coalition for Equality

- Expended: 2007 FY - \$642.80
- Status: completed
- Benefited: n/a
- Leveraged: n/a

CDBG Loans - Rehab

- 11 zero percent loans & total principal balance owed \$73,304.86
- 8 three percent loans & total principal balance owed \$ 87,531.85
- 35 forgivable loans & total principal balance owed \$143,373.88
- 99 deferred loans & total principal balance owed \$1,006,333

CDBG Loans - EDFAP

- 7 business loans & total principal balance owed \$195,105.25
- 1 revolving EDFAP loan & total principal balance owed \$55,000

CDBG Loans – Default (EDFAP)

- Nelson's – loan amount \$69,232.14; loan balance \$55,524.32
- Over the Rainbow – loan amount \$12,000; loan balance \$8,868.78
- Place on Prince – loan amount \$84,000; loan balance \$10,893

2008 CAPER

- 21 projects / 40 activities were undertaken in fiscal year 2008
- 16 projects were completed
- 6 programs/ \$93,457.34 are still considered underway and are being carried over to the 2009 fiscal year.

2009 Action Plan amendment

- 2008 carried over projects/amounts: CDBG for HOME / \$8,400 & non-profit public facilities / \$16,797.34
- 2008 reallocated CDBG dollars to programs/allocation amounts: Pekin Police Department / \$5,749; Seal Coating / \$37,511 & Public Facility improvements / \$20,000



REQUEST FOR COUNCIL ACTION

To: Mayor Rusty Dunn and Members of the City Council

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

From: Greg Ranney, Supt. of Transportation and Solid Waste

AGENDA ITEM: Approval of contract to purchase Hoyle Transportation

AGENDA DATE REQUESTED: July 27, 2009

ACTION REQUESTED: Request council approval the contract with Mr. Frank Hoyle to purchase his school bus operation.

BACKGROUND: The City of Pekin has been talking with Mr. Hoyle for the past two years on the possibility of purchasing the school bus operation. We now want to reach an agreement and get a signed contract for the purchase.

FINANCIAL IMPACT: Based on the numbers given to the council at the July 13, 2009 council meeting the city would purchase Mr. Hoyle's operation along with 56 vehicles for the amount of \$300,000.00.

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: Additional operational funding to the City while continuing to provide an excellent transportation service. We would also continue to save the taxpayers and both school districts several million dollars with us providing the service over other contractors.

IMPACT IF DENIED: Much higher costs for the same operation.

ALTERNATIVES: Not provide the service and pay much more for transportation by the taxpayers and the school districts.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Continued intergovernmental cooperation.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date



DRAFT

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”) is dated as of _____, 20____ between Hoyle School Transportation (“Sellers”) and City of Pekin, a Municipal Corporation (“Buyers”).

WHEREAS, Buyers wish to purchase from Sellers substantially all of the rolling assets of Sellers used in connection with the business conducted by Sellers under the name “Hoyle Transportation” (the “Business”) on real estate commonly known as 407 S. Third St., Pekin, Illinois, 61554 (the “Real Property”).

WHEREAS, Sellers desire to sell such assets to Buyers;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and in reliance upon the representations and warranties contained herein, the parties mutually covenant and agree as follows:

ARTICLE I: PURCHASE AND SALE OF PERSONAL PROPERTY

Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in ARTICLE IV hereof) Sellers will sell to Buyers and Buyers will purchase from Sellers all of the rollings assets used in the business of Sellers, except real property, inventory, tools, and other miscellaneous personal property, wherever located, whether known or unknown, and whether or not carried on the books and records of Seller including, but not limited to, the following: (collectively, the “Personal Property”):

- (i) See attached Exhibit A - list of vehicles of the Seller.

ARTICLE II: PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Personal Property shall be THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) (the “Purchase Price”). The Purchase Price shall be paid as follows: \$300,000.00 at Closing.

2.2 Allocation. The Purchase Price for the Personal Property shall be allocated as follows:

- (i) vehicles \$300,000.00

ARTICLE III: CLOSING DATE

The Closing Date shall be on or before _____, 2010, but used herein, the term “Closing Date” or “Closing” shall mean the close of business on such date, and the transfer of title to the Personal Property shall be effective as of the close of business on such date.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant as follows:

4.1 Authority of Sellers. Sellers have all necessary power and authority to make, execute, deliver and consummate this Agreement, and have taken all necessary actions required to be taken to authorize Sellers to execute and deliver this Agreement and to perform all of their obligations, undertakings and agreements to be observed and performed hereunder. This Agreement has been duly executed and delivered by Sellers and is a valid and binding agreement of Sellers. The execution and delivery of this Agreement by Sellers does not, violate or result, with the giving of notice or the lapse of time or both, in a violation of any provisions of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice, or lapse of time or both) any obligation under any mortgage, lien, lease, agreement, license, instrument, law, ordinance, regulation, order, arbitration award, judgment or decree to which Sellers are a party or by which Sellers or the Personal Property are bound, and the same does not and will not constitute an event permitting termination of any lease, agreement, license or instrument to which Sellers are a party.

4.2 Material Changes. None of the vehicles and assets to be purchased are encumbered by any mortgages, pledge, lien, or other encumbrance on them.

4.3 Title to Personal Property. Sellers have, and on the Closing Date will have, good, indefeasible and marketable title in and to the Personal Property, free and clear of any mortgage, pledge, lien, claim, security interest, charge, option or encumbrance of any nature whatsoever. Sellers have taken all steps necessary or otherwise to perfect and protect their interests in and to the Personal property and have the full right and power to sell, transfer and assign the Personal Property without restriction. There are no assets, properties or rights used in the operations of Sellers which are not included in the Personal Property or specifically excluded therefrom by the terms hereof.

4.4 Contracts. There are no contracts to be assigned by Sellers to Buyers.

4.5 Governmental and Other Contracts. No authorization or approval of, or exemption by, any governmental, public or self-regulatory body or authority or any other person or entity is required in connection with the execution, delivery and performance by Sellers of this Agreement or any of the instruments or agreements referred to herein or the taking of any action herein contemplated.

4.6 Compliance with Laws; Licenses, Etc. Sellers are not in violation of any Federal, state or local law, statute, ordinance or regulation, including those relating to civil rights, antitrust, unfair competition, labor matters, the equal protection of the law, safety and health or the environment. Sellers' business requires no governmental licenses, franchises, permits or authorizations.

4.7 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Sellers with Buyers without the intervention of any broker or finder. Sellers have not engaged, consented to, or authorized any broker, investment banker or third party to act on their behalf, directly or indirectly, as a broker or finder in connection with the transactions contemplated by this Agreement. Sellers agree to hold Buyers harmless from and against all claims by third parties based upon a relationship or alleged relationship with Sellers for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

4.8 Litigation. There are no legal, administrative or other proceedings, investigation or inquiries, product liability, workmen's compensation or other asserted claims, judgments, injunctions or restrictions, pending or outstanding or, to the best knowledge of Sellers, threatened against or involving Sellers or any of the Personal Property which could materially affect Sellers or the Personal Property, and to the best of Sellers' knowledge, there is no basis for any of the foregoing proceedings.

4.9 Disclosure. To the best of Sellers' knowledge, no representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to Buyers pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary in light of the circumstances to make the statement contained herein or therein not misleading.

4.10 Other Material Adverse Information. To the best of Sellers' knowledge, except as set forth in this Agreement and the exhibits or schedules attached hereto, or in certificates or other documents delivered pursuant hereto, Sellers have no knowledge of any facts which will or may reasonably be expected to have any material adverse effect on the value of the Personal Property, business or earning power of Sellers.

ARTICLE V: REPRESENTATIONS AND WARRANTIES OF BUYERS

Buyer represent and warrants to Sellers:

5.1 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Buyer with Sellers without the intervention of any broker or finder. Buyer has not engaged, consented to, or authorized any broker, investment banker or third party to act on its behalf directly or indirectly, as a broker or finder in connection with the transactions contemplated by this Agreement. Buyers agree to hold Sellers harmless from and against all claims by third parties based upon a relationship or alleged relationship with Buyer for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

5.2 Disclosure. No representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to Sellers pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material

fact necessary in light of the circumstances to make the statement contained herein or therein not misleading.

5.3 Authority of Buyer. Buyer have all necessary power and authority to make, execute, deliver and consummate this Agreement and has take all necessary actions required to be taken to authorize Buyer to execute and deliver this Agreement and to perform all of its obligations, undertakings and agreements to be observed and performed by it hereunder. This Agreement has been duly executed and delivered by Buyer and is a valid and binding agreement of Buyer.

5.4 Non-Contravention. The execution and delivery of this Agreement by Buyer does not, and the consummation of the transactions contemplated on its part will not, violate any provision of its organizational documents, or violate, or result, with the giving of notice or the lapse of time or both, in a violation of any provision of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under, any mortgage, lien, lease, agreement, license, instrument, law, ordinance, regulations, order, arbitration award, judgment or decree to which Buyers are a party. No consent, authorization or filing with any governmental or regulatory body or any other person is required in connection with the execution, delivery or consummation of this Agreement by Buyer.

ARTICLE VI: PRE-CLOSING COVENANTS OF SELLERS

6. Covenants. From the date of this Agreement to the Closing, Sellers covenant to:

(a) Maintain Sellers' business, properties and assets in as good a state of operating condition and repair as they are on the date hereof, except for ordinary depreciation and wear and tear.

(b) Not pledge, lease, mortgage, encumber or otherwise dispose of (except with the prior written consent of Buyers) any of the Personal Property, other than sales of inventory in the normal course of business for fair market value.

(c) Use best efforts to preserve intact Sellers' business.

(d) Keep in force all policies of insurance covering Sellers' business and Personal Property.

(e) Promptly notify Buyers in writing of any lawsuits, claims, proceedings or investigations of which Sellers may become aware that may be threatened, brought, asserted or commenced by or against Sellers, its officers or directors or involving Sellers' business or the Personal Property in any way.

(f) Make immediately available to Buyers and their authorized agents and accountants, for inspection, any and all documents relating to the Personal Property to be sold including without limitations titles, maintenance records, and any other documents and information relating to the personal property.

(h) Assist and cooperate with Buyers in resisting any claim of any broker, investment banker or third party to any brokerage or finder's fee or commission against Buyers in connection with the transaction contemplated by this Agreement.

ARTICLE VII: PRE-CLOSING COVENANT OF BUYERS

From the date of this Agreement to the Closing, Buyers covenant to:

(a) When Sellers request, assist and cooperate with Sellers in resisting any claim of any broker, investment banker or third party to any brokerage or finder's fee or commission against Sellers in connection with the transaction contemplated by this Agreement.

(b) Use its best efforts to cause all of the conditions in ARTICLE VIII over which it has control to occur in time for the Closing and to accomplish the transactions hereby contemplated.

ARTICLE VIII: CONDITIONS TO BUYERS' OBLIGATIONS

All obligations of Buyer to close under this Agreement are subject to the following conditions (which may be waived only at Buyers' option) being satisfied on or prior to the Closing Date or such other date as the context may require:

8.1 Representations and Warranties. Each of Sellers' representations and warranties in this Agreement and the exhibits and schedules hereto shall be true on the Closing date as though such representations and warranties were made and each such exhibit and schedule were delivered at and as of the Closing Date.

8.2 Performance. Sellers shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing.

8.3 No Adverse Change. Since the date of this Agreement, no material adverse changes in the Personal property or the business of Sellers shall occur.

8.4 Documents. All documents required to be delivered by Sellers at the Closing shall have been delivered to Buyers in a form satisfactory to Buyer.

ARTICLE IX: CONDITIONS TO SELLERS' OBLIGATIONS

All obligations of Sellers to close under this Agreement are subject to the fulfillment as of the Closing Date of each of the following conditions (which may be waived only at Sellers' option) existing on the Closing Date or such other date as the context may require:

9.1 Representations and Warranties. Each of Buyers' representations and warranties in this Agreement and the exhibits and schedules hereto shall be true at the Closing Date as though said representations and warranties were made and each such exhibit and schedule were delivered at and as of the Closing Date.

9.2 Performance. Buyers shall have complied with and performed all covenants and conditions of this Agreement required to be performed and complied with by it on or before the Closing Date.

9.3 Purchase Price and Documents. That portion of the Purchase Price to be paid at Closing pursuant to Paragraph 2.1 hereof and all documents required to be delivered to Sellers at Closing shall have been delivered to Sellers in a form satisfactory to Sellers.

ARTICLE X: DELIVERIES AT CLOSING

10.1 By Sellers. At Closing, Sellers shall deliver to Buyer the following:

10.1.1 Bill of Sale. A warranty bill of sale and assignment for the Personal Property in the form attached hereto and made a part hereof as Exhibit A, including title transfers for all personal property being sold.

10.1.2 Certificates of Title. All certificates of title and any other documents necessary to transfer the Personal Property to Buyers.

10.2 By Buyers. At Closing, Buyer shall deliver to Sellers the following:

11.2.1 Purchase Price. The Purchase price, less any credits or prorations provided for in this agreement.

10.3 Joint Deliveries. At Closing, Sellers and Buyers shall jointly deliver to each other the following:

11.3.1 Closing Statement. An agreed-upon Closing Statement.

10.4 Additional Documents. Sellers shall deliver to Buyers such additional documents as shall be required or as may be appropriate in order to vest effectively in Buyers good, indefeasible and marketable title to the Personal Property, free and clear of all security interests, encumbrances, charges or restrictions whatsoever and to carry out

the transactions contemplated by this Agreement. Sellers shall also, at the request of Buyers, take all action necessary to put Buyers in actual possession and control of the Personal Property and shall execute and deliver such further instruments of transfer and conveyance, including without limitation, assignments of patents, causes of action, trademarks and trade names, and take such other action as Buyers may reasonably request in order to more effectively transfer and convey to Buyers any of the Personal Property, to confirm the title of Buyers thereto and to assist Buyers in exercising any rights with respect thereto.

ARTICLE XI: EXPENSES

Sellers shall pay all of their respective expenses, and Buyers shall pay all of their expenses, in connection with the authorization, preparation, execution and performance of this Agreement, including without limitation all fees and expenses of agents, representatives, counsel, accountants, consultants, brokers and finders.

ARTICLE XII: GENERAL

12.1 Actions After the Closing. After the date of Closing, the parties shall execute and deliver such other and further instructions and perform such other and further acts as may reasonably be required fully to consummate the transactions contemplated hereby.

12.2 Survival of Representations and Warranties. All representations and warranties made by Sellers to Buyers, and all representations and warranties made by Buyers and Sellers in this Agreement shall survive the Closing Date.

12.3 Execution of Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

12.4 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to the Sellers:

With a copy to:

Hoyle Transportation
c/o Frank Hoyle

If to the Buyers:

With a copy to:

City of Pekin

Patrick E. Oberle

111 S. Capitol St.
Pekin, Illinois 61554

Elliff, Keyser, Oberle and Dancey, P.C.
109 South 4th Street
Pekin, Illinois 61555-0873
Fax: (309) 346-0633

Or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmation if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12.5 Assignment, Successors and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

12.6 Applicable Law. This Agreement shall be construed and governed by the internal law, and not the law of conflicts, of the state of Illinois applicable to agreement made and to be performed in Illinois.

12.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto, and no party hereto shall be bound by any communications between them on the subject matter hereof unless such communications are in writing and bear a date contemporaneous with or subsequent to the date hereof. Any prior written agreements or letters of intent among the parties shall, upon the execution of this Agreement, be null and void.

12.8 Reliance by Buyers Upon Representations and Warranties. The parties mutually agree that, notwithstanding any right of Buyers to fully investigate the affairs of Sellers, and notwithstanding any knowledge of facts determined or determinable by Buyers pursuant to such investigation or right of investigation, Buyers have the right to fully rely upon the representations and warranties of Sellers contained in this Agreement and on the accuracy of any document, certificate, exhibit or schedule given or delivered to Buyers pursuant to this Agreement.

12.9 Heading and Definitions. The headings in the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect the meaning or interpretation hereof.

12.10 Assignability. Buyers may assign their rights under this Agreement with prior written notice to Sellers.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

BUYERS:

SELLERS:

City of Pekin

Hoyle Transportation

By: _____

By: _____

Its: _____

Its: _____

SCHEDULE 1: MACHINERY AND EQUIPMENT

SCHEDULE 2: INVENTORY AND SUPPLIES

SCHEDULE 1: MACHINERY AND EQUIPMENT

SCHEDULE 2: INVENTORY AND SUPPLIES

EXHIBIT "A" - VEHICLES

See attached list.

EXHIBIT B

Bill of Sale and Assignment

KNOW ALL MEN BY THESE PRESENTS, that Hoyle Transportation (“Sellers”), in consideration of the sum of THREE HUNDRED THOUSAND DOLLARS AND NO/CENTS (\$300,000.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, and in accordance with the Asset Purchase Agreement by and between Sellers and CITY OF PEKIN, a Municipal Corporation (“Buyers”), dated as of _____, 20____, does hereby sell, convey, transfer, assign and deliver unto Buyers all of the vehicles and all other Personal Property, as such term is defined in said Asset Purchase Agreement, including but not limited to those set forth in Schedules 1 attached to said Asset Purchase Agreement (the “Personal Property”).

Sellers represent and warrant to Buyers that: (i) Sellers have legal title to the Personal Property free and Clear of all liens, encumbrances and security interests, (ii) Sellers have complete and unrestricted power to sell, convey, transfer, assign and deliver the Personal Property to Buyers, and (iii) this Bill of Sale and Assignment is binding and enforceable in accordance with its terms and effective for its purpose.

Dated: _____, 20_____

City of Pekin

BY: _____

Its: _____

Burt L. Dancey
Elliff, Keyser, Oberle & Dancey, P.C.
PO Box 873
Pekin, IL 61555-0873
Telephone: 309-346-4148

HOYLE BUS INVENTORY 7/23/2009

<u>NO.</u>	<u>BUS</u>	<u>YEAR</u>	<u>ID NUMBER</u>	<u>VALUE</u>
#1	1999 GMC	71 PASS	1GDL7T1P9WJ514059	6,300
#2	1999 GMC	71 PASS	1GDL7T1P6WJ514102	6,300
#3	2001 GMC	71 PASS	1GDL7T1B1YJ522499	10,500
#4	2001 GMC	65 PASS	1GDL7T1D3YJ526197	9,800
#5	2000 GMC	71 PASS	1GDL7T1B4YJ522481	8,800
#6	1996 GMC	21 PASS	1GDHG31K2TF504031	3,000
#7	2001 GMC	71 PASS	1GDL7T1BXYJ523022	10,500
#8	2001 GMC	71 PASS	1GDL7T1B5YJ526250	10,500
#9	2001 GMC	71 PASS	1GDL7TB3YJ525890	10,500
#10	2001 GMC	71 PASS	1GDL7T1B7YJ522863	10,500
#11	1999 GMC	71 PASS	1GDL7T1P5WJ514415	6,100
#12	2001 GMC	65 PASS	1GDL7T1D0YJ526450	9,600
#14	2000 GMC	71 PASS	1GDL7T1D8XJ513220	8,600
#15	1996 GMC	71 PASS	1GDL7T1P9TH511822	3,500
#16	2000 GMC	71 PASS	1GDL7T1D5XJ513000	8,600
#17	2001 GMC	65 PASS	1GDL7T1DXYJ524267	9,600
#21	1998 GMC	65 PASS	1GDL7T1P4VJ511469	5,600
#23	2000 GMC	71 PASS	1GDL7T1B1YJ519375	9,100
#24	1997 GMC	65 PASS	1GDL7T1PXVJ511606	4,100
#25	2001 GMC	71 PASS	1GDL7T1EX1J514336	10,500
#28	2000 IHC	72 PASS	1HVBBAAP3YH306377	8,600
#29	1995 GMC	71 PASS	1GDL7T1P5SJ521861	2,500
#30	1997 GMC	65 PASS	1GDL7T1P3TJ515655	9,100
#31	1999 GMC	22 PASS	1GDG7T1P8WJ516841	5,600
#32	1997 GMC	22 PASS	1GDG7T1P5VJ514379	4,600
#33	1999 CHEVROLET	22 PASS	1GBHG31FXX1037665	5,600
#34	1998 GMC	19 PASS	1GDHG31F8W1052784	4,500
#35	1998 CHEVROLET	20 PASS	1GBG7T1P3VJ111879	4,500
#36	2000 GMC	28 PASS	1GDJG31F6Y1266631	7,100
#37	1998 GMC	22 PASS	1GDHG31R3W1029505	4,100
#38	2000 CHEVROLET	30 PASS	1GBL7T1DXYJ503914	7,600
#39	1996 GMC	54 PASS	1GDL7T1P5TJ510473	3,000
#40	1994 GMC	54 PASS	1GDL7T1PXRJ504158	2,500
#41	1996 CHEVROLET	20 PASS	1GBJG31Y7TF105788	4,100
#42	1998 GMC	20 PASS	1GDHG31R2W1068604	4,100
#43	1998 GMC	20 PASS	1GDHG31R1W1069422	4,100
#44	1998 GMC	12 + 1	1GDHG31R7W1079419	4,100
#45	1997 GMC	12 PASS	1GDL7T1J4VJ503142	3,500
#46	1996 GMC	21 PASS	1GDHG31K5TF503858	3,500
#47	1998 GMC	22 PASS	1GDHG31R6W1031474	4,100
#48	1998 GMC	22 PASS	1GDHG31R5W1069004	4,100
#49	1998 GMC	22 PASS	1GDHG31R4W1079443	4,100
#50	2002 CHEVROLET	19 PASS	1GBJG31F421234762	9,100
#51	2001 GMC	8 PASS	1GDHG31R911229619	6,600
#52	1998 GMC	20 PASS	1GDHG31RXW1070388	4,100
#53	1998 GMC	40 PASS	1GDL7T1P8VJ510406	5,100
#54	2001 GMC	21 PASS	1GDHG31R411187568	8,100
TOTAL				300,000



REQUEST FOR COUNCIL ACTION

To: Mayor Rusty Dunn and Members of the City Council

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

From: Greg Ranney, Supt. of Transportation and Solid Waste

AGENDA ITEM: Approval of contract to purchase Hoyle Transportation

AGENDA DATE REQUESTED: July 27, 2009

ACTION REQUESTED: Request council approval the contract with Mr. Frank Hoyle to purchase his school bus operation.

BACKGROUND: The City of Pekin has been talking with Mr. Hoyle for the past two years on the possibility of purchasing the school bus operation. We now want to reach an agreement and get a signed contract for the purchase.

FINANCIAL IMPACT: Based on the numbers given to the council at the July 13, 2009 council meeting the city would purchase Mr. Hoyle's operation along with 47 vehicles for the amount of \$300,000.00.

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: Additional operational funding to the City while continuing to provide an excellent transportation service. We would also continue to save the taxpayers and both school districts several million dollars with us providing the service over other contractors.

IMPACT IF DENIED: Much higher costs for the same operation.

ALTERNATIVES: Not provide the service and pay much more for transportation by the taxpayers and the school districts.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Continued intergovernmental cooperation.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

ORDINANCE NO.

AN ORDINANCE ACCEPTING AN ASSET PURCHASE AGREEMENT FOR SCHOOL BUSES

WHEREAS, the City of Pekin wishes to purchase assets pertaining to school buses; and

WHEREAS, the City Council of the City of Pekin has determined that it is in its interest to acquire from Hoyle School Transportation, Frank Hoyle, 47 school buses used for the busing of children to local grade schools and high schools; and

WHEREAS, Frank Hoyle, d/b/a Hoyle School Transportation, is willing to sell 47 school buses used for that purpose to the City of Pekin; and

WHEREAS, the City Council has determined that it is in the best interest of the City and the community that said school buses be acquired by the City, and utilized for the transportation of children to the school districts, on such terms and conditions as set forth in Exhibit "A"; and

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 City of Pekin enter into the Asset Purchase Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

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 such other documents as may be necessary to consummate the transaction contemplated herein and in said Real Estate Sale Contract.

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, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

ASTAINING: _____

PASSED in the due form of law by City Council of the City of Pekin, Illinois, at
its regular meeting held on the _____ day of _____, 2009

MAYOR

APPROVED this _____ day of _____, 2009

ATTEST:

CITY CLERK

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is dated as of _____, 20____ between Hoyle School Transportation ("Sellers") and City of Pekin, a Municipal Corporation ("Buyers").

WHEREAS, Buyers wish to purchase from Sellers substantially all of the Personal Property, that being 47 school buses as attached in Exhibit "A" and incorporated herein, ("the Personal Property") of Sellers used in connection with the business conducted by Sellers under the name "Hoyle Transportation" (the "Business") on real estate commonly known as 407 S. Third St., Pekin, Illinois, 61554 (the "Real Property").

WHEREAS, Sellers desire to sell such assets to Buyers;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and in reliance upon the representations and warranties contained herein, the parties mutually covenant and agree as follows:

ARTICLE I: PURCHASE AND SALE OF PERSONAL PROPERTY

Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in ARTICLE IV hereof) Sellers will sell to Buyers and Buyers will purchase from Sellers all of the 47 school buses used in the business of Sellers, including the following: (collectively, the "Personal Property"):

- (i) See attached Exhibit A - list of school buses of the Seller.

ARTICLE II: PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Personal Property shall be THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows: \$500.00 paid at execution of agreement, and the remaining balance of \$299,500.00 at Closing.

2.2 Allocation. The Purchase Price for the Personal Property (see attached list of school buses, Exhibit "A") shall be allocated as follows:

- (i) 47 school buses \$300,000.00

ARTICLE III: CLOSING DATE

The Closing Date shall be on or before June 10, 2010, but used herein, the term "Closing Date" or "Closing" shall mean the close of business on such date, and the transfer of title to the Personal Property shall be effective as of the close of business on such date.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant as follows:

4.1 Authority of Sellers. Sellers have all necessary power and authority to make, execute, deliver and consummate this Agreement, and have taken all necessary actions required to be taken to authorize Sellers to execute and deliver this Agreement and to perform all of their obligations, undertakings and agreements to be observed and performed hereunder. This Agreement has been duly executed and delivered by Sellers and is a valid and binding agreement of Sellers. The execution and delivery of this Agreement by Sellers does not, violate or result, with the giving of notice or the lapse of time or both, in a violation of any provisions of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice, or lapse of time or both) any obligation under any mortgage, lien, lease, agreement, license, instrument, law, ordinance, regulation, order, arbitration award, judgment or decree to which Sellers are a party or by which Sellers or the Personal Property are bound, and the same does not and will not constitute an event permitting termination of any lease, agreement, license or instrument to which Sellers are a party.

4.2 Material Changes. None of the vehicles and assets to be purchased are encumbered by any mortgages, pledge, lien, or other encumbrance on them.

4.3 Title to Personal Property. Sellers have, and on the Closing Date will have, good, indefeasible and marketable title in and to the Personal Property, free and clear of any mortgage, pledge, lien, claim, security interest, charge, option or encumbrance of any nature whatsoever. Sellers have taken all steps necessary or otherwise to perfect and protect their interests in and to the Personal property and have the full right and power to sell, transfer and assign the Personal Property without restriction.

4.4 Contracts. There are no contracts to be assigned by Sellers to Buyers.

4.5 Governmental and Other Contracts. No authorization or approval of, or exemption by, any governmental, public or self-regulatory body or authority or any other person or entity is required in connection with the execution, delivery and performance by Sellers of this Agreement or any of the instruments or agreements referred to herein or the taking of any action herein contemplated.

4.6 Compliance with Laws; Licenses, Etc. Sellers are not in violation of any Federal, state or local law, statute, ordinance or regulation, including those relating to civil rights, antitrust, unfair competition, labor matters, the equal protection of the law, safety and health or the environment. Sellers' business requires no governmental licenses, franchises, permits or authorizations.

4.7 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Sellers with Buyers without the

intervention of any broker or finder. Sellers have not engaged, consented to, or authorized any broker, investment banker or third party to act on their behalf, directly or indirectly, as a broker or finder in connection with the transactions contemplated by this Agreement. Sellers agree to hold Buyers harmless from and against all claims by third parties based upon a relationship or alleged relationship with Sellers for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

4.8 Litigation. There are no legal, administrative or other proceedings, investigation or inquiries, product liability, workmen's compensation or other asserted claims, judgments, injunctions or restrictions, pending or outstanding or, to the best knowledge of Sellers, threatened against or involving Sellers or any of the Personal Property which could materially affect Sellers or the Personal Property, and to the best of Sellers' knowledge, there is no basis for any of the foregoing proceedings.

4.9 Disclosure. To the best of Sellers' knowledge, no representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to Buyers pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary in light of the circumstances to make the statement contained herein or therein not misleading.

4.10 Other Material Adverse Information. To the best of Sellers' knowledge, except as set forth in this Agreement and the exhibits attached hereto, or in certificates or other documents delivered pursuant hereto, Sellers have no knowledge of any facts which will or may reasonably be expected to have any material adverse effect on the value of the Personal Property, business or earning power of Sellers.

ARTICLE V: REPRESENTATIONS AND WARRANTIES OF BUYERS

Buyer represent and warrants to Sellers:

5.1 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Buyer with Sellers without the intervention of any broker or finder. Buyer has not engaged, consented to, or authorized any broker, investment banker or third party to act on its behalf directly or indirectly, as a broker or finder in connection with the transactions contemplated by this Agreement. Buyers agree to hold Sellers harmless from and against all claims by third parties based upon a relationship or alleged relationship with Buyer for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

5.2 Disclosure. No representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to Sellers pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in light of the circumstances to make the statement contained herein or therein not misleading.

5.3 Authority of Buyer. Buyer have all necessary power and authority to make, execute, deliver and consummate this Agreement and has take all necessary actions required to be taken to authorize Buyer to execute and deliver this Agreement and to perform all of its obligations, undertakings and agreements to be observed and performed by it hereunder. This Agreement has been duly executed and delivered by Buyer and is a valid and binding agreement of Buyer.

5.4 Non-Contravention. The execution and delivery of this Agreement by Buyer does not, and the consummation of the transactions contemplated on its part will not, violate any provision of its organizational documents, or violate, or result, with the giving of notice or the lapse of time or both, in a violation of any provision of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under, any mortgage, lien, lease, agreement, license, instrument, law, ordinance, regulations, order, arbitration award, judgment or decree to which Buyers are a party. No consent, authorization or filing with any governmental or regulatory body or any other person is required in connection with the execution, delivery or consummation of this Agreement by Buyer.

ARTICLE VI: PRE-CLOSING COVENANTS OF SELLERS

6. Covenants. From the date of this Agreement to the Closing, Sellers covenant to:

(a) Maintain Sellers' Personal Property in as good a state of operating condition and repair as they are on the date hereof, except for ordinary depreciation and wear and tear.

(b) Not pledge, lease, mortgage, encumber or otherwise dispose of (except with the prior written consent of Buyers) any of the Personal Property.

(c) Use best efforts to preserve intact Sellers' business.

(d) Keep in force all policies of insurance covering Sellers' business and Personal Property.

(e) Promptly notify Buyers in writing of any lawsuits, claims, proceedings or investigations of which Sellers may become aware that may be threatened, brought, asserted or commenced by or against Sellers, its officers or directors or involving Sellers' business or the Personal Property in any way.

(f) Make immediately available to Buyers and their authorized agents and accountants, for inspection, any and all documents relating to the Personal Property to be sold including without limitations titles, maintenance records, and any other documents and information relating to the personal property.

(h) Assist and cooperate with Buyers in resisting any claim of any broker, investment banker or third party to any brokerage or finder's fee or commission against Buyers in connection with the transaction contemplated by this Agreement.

ARTICLE VII: PRE-CLOSING COVENANT OF BUYERS

From the date of this Agreement to the Closing, Buyers covenant to:

(a) When Sellers request, assist and cooperate with Sellers in resisting any claim of any broker, investment banker or third party to any brokerage or finder's fee or commission against Sellers in connection with the transaction contemplated by this Agreement.

(b) Use its best efforts to cause all of the conditions in ARTICLE VIII over which it has control to occur in time for the Closing and to accomplish the transactions hereby contemplated.

ARTICLE VIII: CONDITIONS TO BUYERS' OBLIGATIONS

All obligations of Buyer to close under this Agreement are subject to the following conditions (which may be waived only at Buyers' option) being satisfied on or prior to the Closing Date or such other date as the context may require:

8.1 Representations and Warranties. Each of Sellers' representations and warranties in this Agreement and the exhibits hereto shall be true on the Closing date as though such representations and warranties were made and each such exhibit were delivered at and as of the Closing Date.

8.2 Performance. Sellers shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing.

8.3 No Adverse Change. Since the date of this Agreement, no material adverse changes in the Personal Property shall occur, except that if a bus or buses are determined not repairable, by the Sellers, economically, then Seller shall either replace said bus or buses with a comparable vehicle, with the agreement of the Buyer, or the parties will negotiate for an agreement with respect to reduction in the value of that bus or buses, and such shall be given as a credit to Buyers at closing. In the event that the parties cannot agree to the value of a particular bus or buses, then the parties shall use a mediator to help determine that value.

8.4 Documents. All documents required to be delivered by Sellers at the Closing shall have been delivered to Buyers in a form satisfactory to Buyer.

8.5 School Districts. All contracts with District 108 and District 303 will be in place and effective, either through assignment to Buyers, or with new agreements having been reached between the School Districts and the Buyer.

ARTICLE IX: CONDITIONS TO SELLERS' OBLIGATIONS

All obligations of Sellers to close under this Agreement are subject to the fulfillment as of the Closing Date of each of the following conditions (which may be waived only at Sellers' option) existing on the Closing Date or such other date as the context may require:

9.1 Representations and Warranties. Each of Buyers' representations and warranties in this Agreement and the exhibits hereto shall be true at the Closing Date as though said representations and warranties were made and each such exhibit were delivered at and as of the Closing Date.

9.2 Performance. Buyers shall have complied with and performed all covenants and conditions of this Agreement required to be performed and complied with by it on or before the Closing Date.

9.3 Purchase Price and Documents. That portion of the Purchase Price to be paid at Closing pursuant to Paragraph 2.1 hereof and all documents required to be delivered to Sellers at Closing shall have been delivered to Sellers in a form satisfactory to Sellers.

ARTICLE X: DELIVERIES AT CLOSING

10.1 By Sellers. At Closing, Sellers shall deliver to Buyer the following:

10.1.1 Certificates of Title. All certificates of title and any other documents necessary to transfer the Personal Property to Buyers.

10.2 By Buyers. At Closing, Buyer shall deliver to Sellers the following:

10.2.1 Purchase Price. The Purchase price, less any credits or provided for in this agreement.

10.3 Joint Deliveries. At Closing, Sellers and Buyers shall jointly deliver to each other the following:

10.3.1 Closing Statement. An agreed-upon Closing Statement.

10.4 Additional Documents. Sellers shall deliver to Buyers such additional documents as shall be required or as may be appropriate in order to vest effectively in Buyers good, indefeasible and marketable title to the Personal Property, free and clear of all security interests, encumbrances, charges or restrictions whatsoever and to carry out

the transactions contemplated by this Agreement. Sellers shall also, at the request of Buyers, take all action necessary to put Buyers in actual possession and control of the Personal Property and shall execute and deliver such further instruments of transfer and conveyance, including without limitation, assignments of patents, causes of action, trademarks and trade names, and take such other action as Buyers may reasonably request in order to more effectively transfer and convey to Buyers any of the Personal Property, to confirm the title of Buyers thereto and to assist Buyers in exercising any rights with respect thereto.

ARTICLE XI: EXPENSES

Sellers shall pay all of their respective expenses, and Buyers shall pay all of their expenses, in connection with the authorization, preparation, execution and performance of this Agreement, including without limitation all fees and expenses of agents, representatives, counsel, accountants, consultants, brokers and finders.

ARTICLE XII: GENERAL

12.1 Actions After the Closing. After the date of Closing, the parties shall execute and deliver such other and further instructions and perform such other and further acts as may reasonably be required fully to consummate the transactions contemplated hereby.

12.2 Survival of Representations and Warranties. All representations and warranties made by Sellers to Buyers, and all representations and warranties made by Buyers and Sellers in this Agreement shall survive the Closing Date.

12.3 Execution of Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

12.4 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to the Sellers:

Hoyle Transportation
c/o Frank Hoyle

If to the Buyers:

City of Pekin
111 S. Capitol St.
Pekin, Illinois 61554

With a copy to:

Burt L. Dancey
Elliff, Keyser, Oberle and Dancey, P.C.
109 South 4th Street
Pekin, Illinois 61555-0873
Fax: (309) 346-0633

Or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmation if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12.5 Assignment, Successors and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

12.6 Applicable Law. This Agreement shall be construed and governed by the internal law, and not the law of conflicts, of the state of Illinois applicable to agreement made and to be performed in Illinois.

12.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto, and no party hereto shall be bound by any communications between them on the subject matter hereof unless such communications are in writing and bear a date contemporaneous with or subsequent to the date hereof. Any prior written agreements or letters of intent among the parties shall, upon the execution of this Agreement, be null and void.

12.8 Reliance by Buyers Upon Representations and Warranties. The parties mutually agree that, notwithstanding any right of Buyers to fully investigate the affairs of Sellers, and notwithstanding any knowledge of facts determined or determinable by Buyers pursuant to such investigation or right of investigation, Buyers have the right to fully rely upon the representations and warranties of Sellers contained in this Agreement and on the accuracy of any document, certificate, exhibit given or delivered to Buyers pursuant to this Agreement.

12.9 Heading and Definitions. The headings in the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect the meaning or interpretation hereof.

12.10 Assignability. Buyers may assign their rights under this Agreement with prior written notice to Sellers.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

BUYER:

SELLERS:

City of Pekin

Hoyle Transportation

By: _____

By: _____

Its: _____

Its: _____

Burt L. Dancey
Elliff, Keyser, Oberle & Dancey, P.C.
PO Box 873
Pekin, IL 61555-0873
Telephone: 309-346-4148

EXHIBIT "A" - PERSONAL PROPERTY

See attached list.