



City of Pekin

REGULAR RESCHEDULED COUNCIL MEETING TUESDAY, MAY 26, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Dunn

III. ROLL CALL

Clerk to Call the Roll.

IV. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: Motion to approve minutes of Regular Council Meeting of May 11, 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:** Airport Commission Minutes Dated May 13, 2009.
2. **Proclamations:** "Public Works Weeks" May 17-23, 2009
3. **Resolution No. 3-09/10 – Mayor's Appointments of Gregg Ratliff, Dr. Tim Schwartz, Paula Davis, Bill Fleming, and Frank Mackaman to the Economic Development Advisory Committee**
4. **Resolution No. 4-09/10 – Mayor's Appointment of Council Member Barbara Strand to the position of Mayor Pro Tem and Alternate Council Member Sue Ann Kortkamp.**
5. **Resolution No. 5-09/10 – Mayor's Appointment of James E. Jones to the Pekin Planning Commission to fill the unexpired term of Chad Schmidgall until May 15, 2010.**
6. **Receive and File announcement Opportunity to Comment for Resurfacing Parkway Drive.**
7. **Receive and File Pekin Planning Commission Minutes Dated May 13, 2009.**
8. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #08-1774 – recommends to approve amendments to B-2 Zone (Central Business District to allow non-owner in loft living quarters

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. **PRESENTATION:** Recognition Hurricane Gustav Efforts
Fire Chief Chuck Lauss Presenter

NO ACTION REQUIRED

2. **PRESENTATION:** Annual Summary of Fire Department Activities
Report from Fire Chief Chuck Lauss

NO ACTION REQUIRED

IX. NEW BUSINESS

1. **Community Development Block Grant Recovery & Reinvestment Act of 2009 CDBG-R** (PA)
DESCRIPTION: The Department of Housing and Urban Development allocated \$112,414.00 of CDBG dollars with additional ARRA requirements. Funding activities include District 108 Social, Emotional, and Behavioral Curriculum, Drop Box Replacement, Salvation Army Rust Transitional Center security system, air conditioners, kitchen and restroom upgrades.

ACTION: Motion to approve the CDBG-R activities.

VOTE REQUIRED

2. **Façade Grant Application Home Health Care Plus Services, Inc.** (SB)
DESCRIPTION: Request for Council to approve eligible amount under the guidelines to Debbie Davison for work to the building at 512 Court Street.

ACTION: Motion to approve the grant in the amount of \$3,060.00.

VOTE REQUIRED

3. **Tazewell County Resource Center Bus Agreement July 1, 2009 – June 30, 2012** (GR)
DESCRIPTION: Agreement with TCRC to provide transportation service to the facility at 21310 Illinois Route 9 Tremont. Year one at increased cost of \$175.00 per day, per bus. Second and third years increase of 2.5%-5% based on CPI. Fuel considered at base price of \$2.50 per gallon and 1% of contract for each 15 cents over. There are two designated buses.

ACTION: Motion to approve agreement in the amount of \$175.00 per day per bus.

VOTE REQUIRED

4. **Ordinance No. 2584-0A - 09/10 – Amending Title 9, Chapter 10B, Section 1-1E and Title 9, Chapter 6B, Section 3 of the Code of the City of Pekin Regarding Loft Living** (JW)
DESCRIPTION: Recommendation of the Planning Commission to amend B-2 Zone (Central Business District) to allow for non-owner occupant in a loft living quarters in the upper stories of the downtown district.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

5. **Resolution No. 6-09/10 – Final Plat Lick Creek Manor Subdivision, Extension 2** (JW)
DESCRIPTION: final plat for the 31 lot subdivision. Council approved the Preliminary Plat of the development east of Redwood Drive submitted by Gary Allen & Associates with 2 access points as recommended by the Planning Commission on February 25, 2008.

ACTION: Motion to adopt the Resolution.

VOTE REQUIRED

6. **Ordinance No. 2585-09/10 – Providing for the Addition of Broadway Road from Schramm Drive to Veterans Drive to the Municipal Street System of the City of Pekin** (JW)
DESCRIPTION: Intergovernmental agreement for City and County to work on Broadway Widening Project has been completed. The City to accept additional maintenance of 1 mile of 3-lane road with Right-Of-Way through jurisdictional transfer from Tazewell County.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

7. **Vista Grande Court Sanitary Sewer System** (JW)
DESCRIPTION: Request from homeowners association for the City to accept a sanitary sewer line that the contractor did not install within the City right of way. Requirements that the system be in good working order, survey, televising, legal plat, and easement have been met.

ACTION: Motion to accept the sanitary sewer system without responsibility for settling and to approve the easement.

VOTE REQUIRED

8. **CenturyTel Utility Easement** (JW)
DESCRIPTION: Easement necessary for Century Telephone to install a concrete pad and remote switch along Sheridan Road on old railroad property that the City owns. They have agreed not to interfere with the bike path and be located behind and future sidewalk projects.

ACTION: Motion to approve the Easement.

VOTE REQUIRED

9. **Illinois Department of Transportation Letter of Understanding Routes 29** (JW)
DESCRIPTION: The Illinois Department of Transportation is planning pavement improvements on Routes 29 from Thorton Avenue in Pekin to Main Street in South Pekin. They have sent a letter requesting signature to show Project Support and Letter of Understanding for this work. There is no cost to the City of Pekin for this work.

ACTION: Accept Letter of Understanding and authorize Joe Wuellner to sign the letter and return to IDOT.

VOTE REQUIRED

10. Warning Light on Parkway Drive at Coal Miners Park

(JW)

DESCRIPTION: *Traffic Safety Committee recommends to install amber flashing light over the crosswalk area for safety and awareness of pedestrians walking, bicyclist, traffic congestion, and speed.*

ACTION: *Motion to approve the proposal from Schwartz Electric in the amount of \$5,480.00.*

VOTE REQUIRED

11. Review of Ordinance No. 2559-08/09

(BD)

DESCRIPTION: *Discussion of Seizures and Impounding of Vehicles.*

NO ACTION TO BE TAKEN.

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c.) 1.

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.

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, MAY 11, 2009 AT 5:30 O'CLOCK P.M.
MAYOR RUSTY L. DUNN PRESIDING**

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

ABSENT: NONE

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

Roll was called and all Council Members were present.

MINUTES

Motion by Council Member Strand, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of April 28, 2009 be approved as written.** On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE COUNCIL

Parting Council Member James E. Jones was recognized by each member of the Council for his commitment, courage, and service to the City of Pekin as Commissioner, Council Member, and Planning Commission Member. Council Member Jones extended his appreciation to staff and Council and noted to the community he served to help others.

Motion by Council Member Abel, seconded by Council Member Blanchard that Council adjourn Sine Die at 5:35 p.m. On roll call vote, all present voted Aye.

ADJOURN SINE DIE

SWEARING IN OF NEWLY ELECTED COUNCIL

Council Member Blanchard was sworn into office by his brother Timothy Blanchard. City Clerk Sue E. McMillan administered the Oath of Office to newly elected Council Members Laurie Lowman Barra and Chad E. Schmidgall.

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

ABSENT: NONE

Roll was call and all Council Members were present at 5:35 p.m.

AGENDA

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

CONSENT AGENDA

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

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

1. **Receive and File Monthly Reports and Minutes:** Traffic Safety Minutes May 1, 2009, Building Department Report April, Police Department Report April, Tourism Minutes dated May 5, 2009 and Fire Department Report April.
2. **Proclamations:** "2010 Census Complete Count Committee"
3. **Charitable Solicitation:** Central Illinois Colon Cancer Fund, June 21, 2009 3-7pm
4. **Receive and File** resignation of Chad Schmidgall from the Pekin Planning Commission. On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Police Chief Timothy Gillespie presented Officer of the Year award to Investigator Rick VonRohr. The Chief noted the criteria used to judge such status as, job performance, respect, working relationship, community supporter, were all attributed to Officer VonRohr. The officer thanked the City and his family for their dedication to his career.

Fire Chief Chuck Lauss told of the family fire fighter history of the nominee for Fire Fighter of the Year. Second generation, Firefighter David Morris was recognized for his passion for fire service and awarded the honorary plaque designating him Firefighter of the Year.

NEW BUSINESS

RESOLUTION NO. 1-09/10 **ANNUAL APPOINTMENTS**

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that Resolution No. 1-09/10 – be adopted to approve the Mayor's appointments to various Committees, Boards, Commissions, and Departments. Council Member Blanchard introduced suggested changes. Motion was then made by Council Member Blanchard, seconded by Council Member Schmidgall, that Resolution No. 1 be amended by removing named Corporation Counsel members and the appointment of the City Manager and place Corporation Counsel under New Business. Council Member Blanchard stated the opinion that the City Manager was a contracted employee and should not be included in the Mayor's appointments. He also felt that individual attorneys were not to be appointed and requested that further discussion of attorney firm would be more appropriately discussed, including retainer, and hourly rates, under New Business. City Manager and Attorney Burt Dancey advised the Council of the provisions in the City Code regarding the Council's appointment of the City Manager and the City Manager's responsibility to retain and appoint the position of Corporation Counsel. Council and staff discussed the technicality of naming individuals and the history of the resolution for appointing annually. On roll call vote, Ayes, Blanchard, Schmidgall; Nays, Strand, Kortkamp, Abel, Barra, and Dun. Motion Failed.

Roll was taken on the original motion to adopt Resolution No. 1-09/10. On roll call vote, Ayes, Strand, Kortkamp, Abel, Barra, and Dunn; Nays, Blanchard and Schmidgall. Motion Carried.

RESOLUTION NO. 2-09/10

ACCEPTING GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S SINGLE FAMILY OWNER-OCCUPIED REHABILITATION PROGRAM

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that Resolution No. 2 – 09/10 be adopted—Accepting a grant from the Illinois Housing Development Authority's Single Family Owner-Occupied Rehabilitation Program April 2009 – May 2010 (SFOOR) grant in the amount of \$168,000. Community Development Director Pam Anderson advised Council that IHDA required Council's approval to receive the \$168,000 grant. The rehabilitation was for low-income households not to landlords but to homeowners. On roll call vote, all present voted Aye.

ORDINANCE NO. 2583-09/10

**AMENDING CHAPTER 2, SECTION 3-2-6 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING HOTEL/MOTEL USE TAX**

Motion by Council Member Blanchard, seconded by Council Member Abel, that Ordinance No. 2583 - 09/10 be adopted. Attorney Burt Dancey advised Council that it had been brought to the City's attention of the State Statutes regarding taxation of hotel rooms. The section was being amended that the tax would not be imposed on persons that rent rooms for more than 30 consecutive days. It would be the responsibility of the owner of the establishment to track but the City would make the owner aware of the provisions for the ordinance. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Kortkamp that the **TOURISM AND VISITORS BUREAU GRANT TO MCNAUGHTON PARK TRAIL RUN** be approved in the amount of \$3,496.25. Economic Development Coordinator Steve Brown briefed Council on the success of the April 10-12 running event and the satisfactory final documentation submitted. Council Member Barra suggested that all allowable expenses needed to be documented with receipts to be considered for payment. Staff would address an amendment to the program guidelines. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Abel that the **ILLINOIS CLEAN ENERGY COMMUNITY FOUNDATION LIGHTING GRANT** be accepted and the expenditure to Schwartz Electric in the amount of \$39,408.00 (includes \$14,560.00 grant) for energy efficient indoor lighting systems be approved. Code Enforcement Officer Ron Sieh addressed Council regarding the City's approval for funds totaling \$14,560.00 through a State Grant. Funds would upgrade lighting fixtures to energy efficient indoor lighting systems in our public safety buildings. Proposals were submitted from Schwartz Electric in the amount of \$39,408 with estimated payback times. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel suggested that staff proceed with cutting the weeds on the property known as West Campus and a bill for the expense be sent to Merl Huff.

Council Members Schmidgall, Blanchard, and Barra thanked the community for their vote and spoke of looking forward to the opportunity in serving on the Council.

Mayor Dunn announced that Pekin Fire Day Events would take place on Friday and Saturday and encouraged all to attend the demonstrations downtown, parade, and Eastside Fire Station Open House.

Council Member Kortkamp noted the success of several events of the week, Lift-Off Party for Astronaut Scott Altman, the Blessing Ceremony celebrating our Native American Heritage, and the repaired Southside alley that would have been an issue after inches of rain had been received during the week.

Council Member Strand welcomed new members to the Council. She also requested that the Traffic Safety Committee evaluate the speed limit set on Broadway from Schramm Drive out to eastern city limits and consider increasing the speed.

NEXT COUNCIL MEETING RESCHEDULED FOR TUESDAY MAY 26 FOLLOWING THE HOLIDAY.

City Manager Kief asked that Council take advantage of the laptop furnished by the City in reviewing the documentation for the Council meetings. He requested that he be notified which members preferred the electronic version of the meeting packet and which needed hard copies.

Bill Gilroy 1312 South 11th Street addressed Council regarding two issues. He questioned why a business on Derby was permitted to pave its parking lot in white rock. Mr. Gilroy asked that additional enforcement be given to speeders coming from Kroger's parking lot down Ann Eliza.

Christal Dagit 1413 Charlotte told Council it was a pleasure hosting the televising of the space flight of

the Atlantis and she encouraged the community to show their support of Commander Scott Altman at the landing party. She also invited the Council and community to view the L-Bird Story on Arm Forces Day, 1:30 p.m. at Grace United Methodist Church. The Tazewell County Museum & Educational Center would also celebrate the fact that the City of Pekin, recently named the Pekin Municipal Airport, the John C. Kriegsman Field.

Ed Emmons 1114 Market Street spoke in regards to a petition drive circulating in which signatures had been gathered in opposing provisions of the City of Pekin Ordinance for Seizure and Impoundment of Vehicles. He stated he would like to present the petition at the meeting of the 26th. He then enumerated several locations throughout the City that citizens could sign the petition.

EXECUTIVE SESSION

Motion by Council Member Abel, seconded by Council Member Blanchard, that **Council move to Executive Session** at 6:35 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 and 5 ILCS 120/2 (c.) 6. The Setting of a Price for sale of Municipally Owned Property. On roll call vote, all present voted Aye.

Council returned to open session at 7:05 p.m. Mayor Dunn asked that Council check their calendars to set a date for the Council Bus Trip to review city projects and out buildings.

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

COUNCIL ADJOURNED AT 7:06 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Airport Commission Meeting Minutes
May 13, 2009

Commissioners: Present –Charlie Thomas, Mike Fort, Pete Kalman, and Lillard Hedden

Absent: Robert Ehrich

Attendees: Joe Wuellner, Don Barth, Murray Brian, Ric Woldow, & Ric Cunningham

Roll Call: Roll was called and it was determined that there was a quorum.

Agenda:

Old Business:

1. Hangar Doors – all work complete, awaiting outcome of who is to repaint the structural steel where the paint is peeling. Mr. Kalman stated that his door is leaking and the he has contacted the contractor.
2. Roof repair – getting quotes.
3. Mr. Fort and Mr. Hedden have been reappointed to the commission for another three year term.
4. Seal coat contractor and Chris Groth from CMT were out to look at the area to assess what was happening and to see about getting the area behind Mr. Brian's hangar cleaned up. They will continue to monitor the surface for further loose material but feel that once the weather gets warm everything will bond together better. If not they will look at applying a sealant of some type. They will (have) clean up the excess material dumped behind the hangar.

New Business:

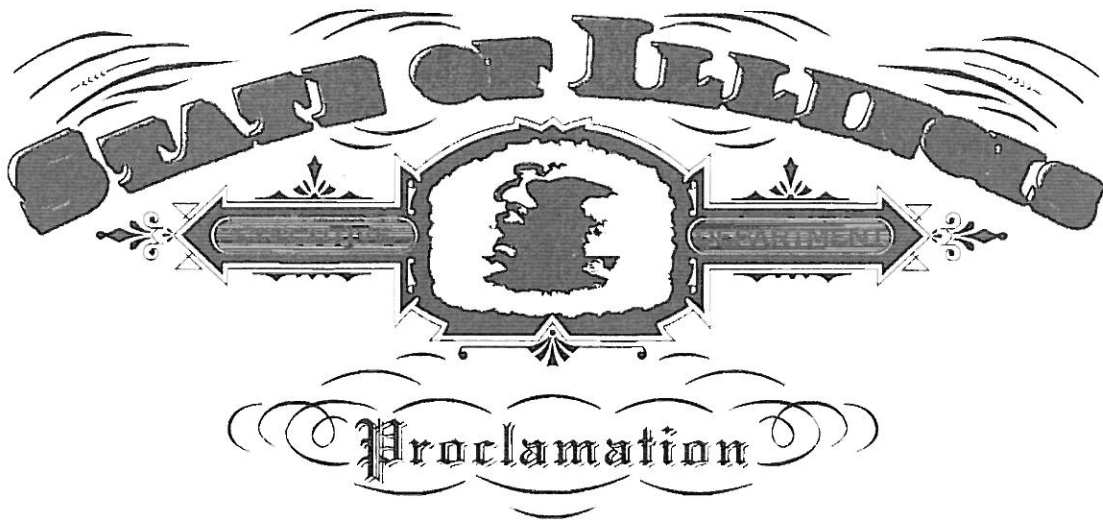
1. Nothing new to come before the commission at this meeting.

Any Other Business to Come Before the Commission:

1. It was agreed to move the June meeting to the first Wednesday (June 3rd).

Executive Session: Moved into Executive Session at 3:15pm. Meeting Adjourned at 4:25pm

Next regular meeting will be June 3, 2009 at 3:00pm



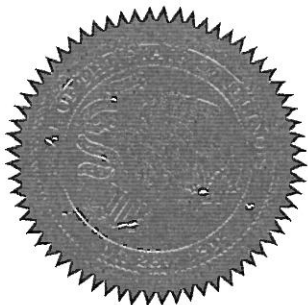
WHEREAS, public works infrastructure, facilities and services are of vital importance to the health, safety and well-being of the people of Illinois; and

WHEREAS, such facilities and services would not be possible without the dedicated efforts of public works professionals, engineers and administrators, representing state and local units of government, who are responsible for and must design, build, operate and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings and other structures and facilities essential to serving our citizens; and

WHEREAS, it is in the public interest for the citizens and civic leaders of this country to gain knowledge of, and to maintain a progressive interest in the public works needs and programs of their respective communities;

THEREFORE, I, Pat Quinn, Governor of the State of Illinois, do hereby proclaim May 17-23, 2009 as **PUBLIC WORKS WEEK** in Illinois, and encourage all citizens to join with representatives of governmental agencies and the American Public Works Association in activities and ceremonies designed to pay tribute to public works professionals, engineers and administrators, and to recognize the substantial contributions they have made to our national health and welfare.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.



Done at the Capitol, in the City of Springfield,
this TWENTY-THIRD day of MARCH, in
the Year of Our Lord two thousand and
NINE, and of the State of Illinois
the one hundred and NINETY-FIRST

Jose White
SECRETARY OF STATE

Pat Quinn
GOVERNOR

RESOLUTION No. _____

May 26,

2009

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's re-appointments of the following named people to the Economic Development

Advisory Committee Gregg Ratliff, Dr. Timm Schwartz, Paula Davis, Bill Fleming

to terms ending the first Monday in May 2012

and the appointment of Frank Mackaman to a term ending the first Monday in May 2011

are hereby approved.



SIGNED BY _____

MAYOR.

-09/10

RESOLUTION No. _____

May 26, 2009

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

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

Pursuant to Resolution No. 22-07/08 of the City of Pekin, adopted November 26, 2007,
the following members of this Council are approved as the Mayor's appointments to their
respective positions:

Mayor Pro-Tem Council Member Barb Strand

1st Alternate Council Member Sue Ann Kortkamp



SIGNED BY _____

MAYOR.

RESOLUTION No. _____

May 26,

2009

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of James E. Jones to the Pekin Planning Commission

to fill the unexpired term of Chad E. Schmidgall until May 15, 2010 is approved

2113 Marianna

Pekin, IL 61554

346-1854



SIGNED BY _____

MAYOR.

OPPORTUNITY TO COMMENT

**CITY OF PEKIN, ILLINOIS
FOR MILLING AND RESURFACING OF
PARKWAY DRIVE
FROM COURT STREET TO WILLOW STREET
09-00178-00-RS**

In accordance with Federal requirements, the views of the public and interested persons are being sought regarding a proposed street-resurfacing project located on Parkway Drive from Court Street to Willow Street utilizing American Recovery and Reinvestment Act funding.

The project includes the milling and resurfacing. The maintenance will meet Illinois Department of Transportation standards.

Written comments should be received by the Public Works Department at the address below, on or before May 28, 2009.

For more information, please contact the City of Pekin Public Works Director Joseph Wuellner at (309) 477-2300.

**City of Pekin
111 South Capitol Street
Pekin, Illinois 61554**

Pekin Planning Commission Minutes

May 13, 2009

Present:

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

Absent:

Michele Long
Chad Schmidgall

Chairman Ron Knautz led the Pledge of Allegiance.

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

Staff Present: Ron Sieh, Joe Wuellner, City Attorney Burt Dancey, Steve Brown and Jamie Evans.

Chairman Ron Knautz asked for approval of the Agenda.

MOTION by Steve Huey, Seconded by Dick Cohenour to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Ron Knautz asked for nominations for Election of Officers for '2009-2010:

MOTION by Dick Cohenour, Seconded by Steve Huey to Nominate Bill Craig as Chairman of the Commission. On roll call vote, (6) Six present voted **AYE**. (1) Bill Craig present, **ABSTAINED**. **MOTION APPROVED**.

MOTION by Dick Cohenour, Seconded by Bill Craig to Nominate Scott Plotner as Vice Chairman of the Commission. On roll call vote, (6) Six present voted **AYE**. (1) Scott Plotner present, **ABSTAINED**. **MOTION APPROVED**.

Chairman Ron Knautz asked for approval of the March minutes.

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

City Council Action Report:

March 23, 2009 Council Meeting:

Received and Filed the March 11, 2009 minutes.

Approved the following Hearings: 09-1775 / The Site Plan for an addition and expansion of the Special Use for the Advocacy Center located at 341 Buena Vista; 09-1776 / The Site Plan and Special Use for Pekin Paradise Donuts located at 815 N 8th Street; 09-1777 / The Site Plan and Special Use for a Drive Thru for Wendy's located on Court Street.

PPC Correspondence: (2)Two correspondence received: (1) from Chad Schmidgall resigning from the Commission to serve as a member of the City Council; (1) from Michele Long resigning from the Commission due to a promotion as Publisher for the Lincoln Courier in Lincoln Illinois.

Application #1: Leigh Ann Matthews, Executive Director Pekin Main Street

Hearing #1 (08-1774): Amendment to the B-2 Zone (Central Business District) to allow for Non-Owner Occupation in a Loft living quarters in the upper stories of the Historic Downtown district and River front development in Tazewell County, Illinois.

Open Public Hearing: 6:40pm

Leigh Ann Matthews introduced herself and remained for questions.

City Attorney Burt Dancey presented the wording for the changes to the Commission.

Ron Sieh also added that additional changes would take place to Chapter 3(three) and would be included in tonight's proposed amendment so both changes correlate.

Joe Wuellner stated the Traffic Safety Committee was looking into changing the parking downtown to diagonal as it would allow for more parking spaces.

Steve Huey stated from first hand experience the diagonal parking would create more accidents due to the size of vehicles now days.

Steve Huey expressed concern that the buildings need rear entrances to prevent a lot of parking in the front.

Ron Sieh explained that all site plans for the Lofts will have to come before the commission and individual stipulations can be put in place at that time.

Close Public Hearing: 6:54pm

Ordinance Change Committee: Jim Bradshaw, Chairman

MOTION by Bill Craig, seconded by Dick Cohenour recommends approval to Amend the B-2 Zone (Central Business District), 9-6B-3 Special Uses, 2nd paragraph to include the following words as highlighted: In determining dwelling unit density, the **entire** parcel area, including that area to be occupied by the principal uses, may be **utilized in computing applicable lot coverage requirements** which includes the following changes to 9-10B-1-1E Off Street Parking and Loading, 3rd paragraph to include the following words as highlighted: Where floor area is increased, **when modifying structures into loft apartments on the stories above the first floor** parking spaces shall be provided for such increased floor area in accord with the provisions of this Title to the City Council. **On roll call vote, All present voted AYE.**

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

Meeting adjourned at 7:00pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
May 13, 2009

HEARING #08-1774

The Pekin Planning Commission recommends to approve the following changes to the Code for the B-2 Zone (Central Business District), 9-6B-3 Special Uses, 2nd paragraph to include the following words as highlighted: In determining dwelling unit density, the entire parcel area, including that area to be occupied by the principal uses, may be utilized in computing applicable lot coverage requirements, which includes the following changes to 9-10B-1-1E Off Street Parking and Loading, 3rd paragraph to include the following words as highlighted: Where floor area is increased, when modifying structures into loft apartments on the stories above the first floor parking spaces shall be provided for such increased floor area in accord with the provisions of this Title to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Your Pekin Fire Department



Pekin Fire Department

- 52 sworn Fire Fighters
- 1 Administrative Assistant

Training Report

- It has been a busy year under the direction of Deputy Chief Rick Bowman
- Fire Apparatus Training
 - Mandated Drivers training
 - Fire hydraulics training
 - Tactics and Strategies for apparatus placement

Technical Rescue Skills



- Confined Space Rescue
- Trench Rescue
- High/Low Angle Rope Rescue
- Structural Collapse Rescue
- Water Rescue
- Validated as a State Certified Response Team April 2009

Hazardous Materials Training



- All 52 Fire Fighters are trained to the Operations Level
- 7 Technician 'A'
- 12 Technician 'B'
- 3 trained to the HAZMAT Incident Command level
- Validated as a State Certified Team as of June 19, 20 & 21, 2008

Emergency Medical Services

- Under the Direction of the current Deputy Chief Kurt Nelson
- All AED's have been upgraded with the addition of 12 lead monitors
- Over 150 people trained in CPR by the Pekin Fire Department
- The Department is a Intermediate Response agency
 - 38 EMT-Intermediates
 - 14 EMT-Basic

EMS – cont.

- Some of the topics of training throughout the year
 - Pediatric care, Bloodborne Pathogens, practical evaluation of skills, medication reviews, EKG identification and review, fire fighter rehab on the emergency scene, cardiac emergencies, patient assessment, geriatric patient care, sports injuries, vehicle extrication operations, respiratory emergencies and traumatic emergencies

Fire Prevention Bureau

- Under the direction of Fire Prevention Officer Jamie Evans
- Fire Investigations
- Fire Code Enforcement
- Juvenile Firesetters' Intervention Program
- Public Education
 - Contact with over 6100 school children
 - 3 high-rises, Nursing homes, Supportive/Assistive Living facilities

Call Numbers

- 2008 - 3914 total calls
- 2007 – 3709 total calls
- 2006 – 3301 total calls
- Calls per Station in year 2008
 - Station 1 – 18% of total call load
 - Station 2 – 43% of total call load
 - Station 3 – 39% of total call load
 - Out of District/Mutual Aid – less than 1%

Emergency Response Percentage

- Type of Responses
 - Good Intent call 3%
 - Fire calls 4%
 - Hazardous condition 5%
 - False alarm 7%
 - Service call 11%
 - Rescue, extrication and/or emergency medical call 69%

We appreciate all of your
support in the past and look
forward to serving our
community long into the future.

Thank you for the opportunity.

Are there any Questions?



REQUEST FOR COUNCIL ACTION

To: City Council members

CC: City Manager, City Clerk, Finance Dept. City Attorney

From: Community Development Director

AGENDA ITEM: Community Development Block Grant American Recovery & Reinvestment Act of 2009 (CDBG-R)

AGENDA DATE REQUESTED: May 26, 2009

ACTION REQUESTED: Recommendation to City Council for approval of CDBG-R activities.

BACKGROUND: A letter from the Department of Housing and Urban Development was received on March 6th concerning the American Recovery & Reinvestment Act of 2009 that was approved by President Obama on February 17, 2009. Within this letter, the City of Pekin was allocated \$112,414 based on HUD's formula. On May 6, 2009 the rules and regulations were released for the use of the CDBG-R. Although these dollars are CDBG, there are additional rules and regulations (see attached summary page).

Therefore, the City Manager and Community Development Director has meet several times and agreed upon proposing the funding of the following projects: District 108 Social, Emotional, and Behavioral Curriculum, Drop Box replacement, Pekin Salvation Army / Rust Transitional Center security system and replacement of air conditioners, and Pekin Salvation Army child care center kitchen and restroom upgrades (additional information on above listed projects attached). As per HUD's revised regulations, the proposed projects have been on the City of Pekin website and distributed to various agencies throughout the City of Pekin for public comments from May 14 – 26th, thus meeting the required seven (7) day public comment period.

FINANCIAL IMPACT: An additional \$112,414 CDBG-R will be utilized and expended to benefit the City of Pekin.

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: Community Development Director will submit 2008 Action Plan amendment to HUD for approval of the \$112,414 additional CDBG-R dollars.

IMPACT IF DENIED: CDBG-R dollars will not be grant to the City of Pekin.

ALTERNATIVES: none

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: A Prosperous Community, a Strong Foundation & a High Quality of Life

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

Department of Housing & Urban Development
Community Development Block Grant Program Funding Under the
American Recovery & Reinvestment Act of 2009

Overview

City of Pekin allocation:

\$112,414

Substantial 2008 Amendment due date: June 5, 2009

Public comment period: 7 days (posted on web site and strongly encouraged to distribute hard copies to public housing & libraries)

Caps: 10 % administrative (\$11,241)
15% public services (\$16,862)

Purpose: stimulate the economy through measures that modernize the Nation's infrastructure, improve energy efficiency, and expand educational opportunities and access to health care.

Undertaking unprecedented measures to ensure transparency and accountability in the use of the funds

Expedite the use of these funds!

HUD strongly urges grantees to use funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings.

HUD encourages grantees to use CDBG-R funds for discrete, stand-alone activities whenever possible.

HUD must respond to approve or disapprove the plan within 30 days of receiving the resubmission.

Recipients shall give priority to projects that can award contracts based on bids within 120 calendar days from the date the funds are made available to the recipients; preference to activities that can be started and completed expeditiously, including a goal of using ("use" – to mean obligation of funds) at least 50% of the funds for activities that can be initiated not later than 120 calendar days after February 17, 2009 (which would be June 16, 2009).

Department of Housing & Urban Development
Community Development Block Grant Program Funding Under the
American Recovery & Reinvestment Act of 2009

Overview

Must be produced in the United States unless it is inconsistent with public interest; those goods are not reasonably available or produced in sufficient quantity in the U.S.; or the use of the goods will increase the project cost by more than 25%.

70% of funds are for activities that benefit low- and moderate-income persons. A grantee must ensure that 70% of its CDBG-R grant be expended for activities that benefit low- and moderate-income persons.

Timeliness of Use and expenditure of CDBG-R funds: HUD has imposed a grant period and expenditure deadline of September 30, 2012. Any funds not expended by September 30, 2012, will be recaptured by HUD and returned to the U.S. Treasury.

DUNS number and Central Contractor Registration database required.

Certifications & environmental required & Davis Bacon regulations apply for each project.

CDBG-R
Activity Data Spreadsheet

Jurisdiction/Grantee Name: City of Pekin, IL		CDBG-R Formula Grant Amount: \$112,414				Date: Jun 2009
Activity Name	Activity Description	Eligibility (Regulatory or HCDA Citation)	National Objective Citation	CDBG-R Project Budget (\$)	Additional Recovery Funds (\$)	Other Leveraged Funding (\$)
108 District-wide Social, Emotional, and Behavioral (SEB) Curriculum	SEB Curriculum centers on three standards set forth by the Illinois State Board of Education. These Social/Emotional Standards are as follows: (1) students need to develop a self-awareness and self-management skills to achieve school and life success; (2) students need to use social-awareness and interpersonal skills to establish and maintain positive relationships; and, (3) students need to demonstrate decision-making skills and responsible behaviors in personal, school, and community contexts.	24 CFR 58.34 (a)(4)	Low to moderate income; area benefit	\$16,862.00	\$138.00	\$0.00
Drop box replacement	Replacement of bill payment drop box near Pekin post office	24 CFR 58.35 (c)(ii)(a)	Low to moderate income; area benefit	\$5,712.00	\$0.00	\$0.00
10% General Administration & Planning costs	general administration and planning expenses	24 CFR 58.34 (3)	not applicable	\$11,241.00	\$0.00	
Pekin Salvation Army / Rust Transitional Center	full security system, including a recording DVR installed for the safety of their clients, building and staff	24 CFR 58.35 (a)(1)	low to moderate income; limited clientele	\$25,000.00	\$0.00	\$0.00
Pekin Salvation Army / Rust Transitional Center	replacement of 10 air conditions units	24 CFR 58.35 (a)(1)	low to moderate income; limited clientele	\$10,000.00	\$0.00	\$0.00
Pekin Salvation Army / Child care center	kitchen and restroom used by child care center upgrade (\$25,000 for essential repairs - suppression systems, new ovens & cabinet replacements)	24 CFR 58.35 (a)(1)	low to moderate income; limited clientele	\$43,599.00		
				\$112,414.00		

CDBG-R
Activity Data Spreadsheet

Jurisdiction/Grantee Name: City of Pekin, IL		2. ii. How the distribution and uses of the grantee's CDBG-R funds will meet the requirements of Title XII of Division A and Section 1602 of the Recovery Act	
Activity Name	Total Activity Budget		A. Preserving and creating jobs and promoting economic recovery
108 District-wide Social, Emotional, and Behavioral (SEB) Curriculum	\$17,000.00	Pekin 108 started a two-year study in 2007 that focuses on meeting the growing social and emotional needs of our students. The results of the study established clear goals and objectives that align with state standards and designed to meet the needs of our students. This project is 'shovel ready' and will be implemented during the upcoming 2009-2010 school year.	IL State funding was reduced for this type of activity to occur. Therefore, with the CDBG-R funding, this needed program will preserve and create jobs to initiate the needed programs within District 108.
Drop box replacement	\$5,712.00	City of Pekin staff have already located the replacement drop boxes and have made contact with the local drop box users to inform them of the HUD process. Once HUD approval is given, this project is 'shovel ready'.	The drop box permits citizens of Pekin to save a stamp and simply drop off utility payments, tax payments, hospital bills and insurance payments.
10% General Administration & Planning costs	\$11,241.00	10% administrative cap	10% of the CDBG-R will assist in paying City Staff for their time spent on CDBG-R required paperwork.
Pekin Salvation Army / Rust Transitional Center	\$25,000.00	The Salvation Army Transitional Center has identified this as a need and has priced security systems; this project is 'shovel ready'.	n/a
Pekin Salvation Army / Rust Transitional Center	\$10,000.00	The Salvation Army Transitional Center has identified the need for replacement of ten air conditioning units and estimated the cost of each at \$1,000. This project is 'shovel ready'.	n/a
Pekin Salvation Army / Child care center	\$43,599.00	The Pekin Salvation Army kitchen facilities need to be brought up to code - suppression systems, replace ovens & stove, replace broken cabinets.	The work that will be completed within the kitchen/bathrooms will allow the Childcare center to remain open; thus preserving jobs.
	\$112,414.00		

CDBG-R
Activity Data Spreadsheet

Jurisdiction/Grantee Name: City of Pekin, IL	2.iii. How the use of CDBG-R funds will maximize job creation and economic benefit in relation to the funds obligation and activity		
Activity Name	B. Assisting those most impacted by the recession	C. Providing investment needed to increase economic efficiency	D. Investing in transportation, environmental protection, or other infrastructure that will provide long-term economic benefits
108 District-wide Social, Emotional, and Behavioral (SEB) Curriculum	The Social, Emotional and Behavioral curriculum will assist the children of families that have been impacted most by the recession. By teaching them coping skills, healthy relationship skills and respectful social skills will result in a positive impact when they mature.	Better preparation of the primary students for 'real life' will provide an investment in their future for a better well rounded individual, which should result in increased economic efficiency.	n/a
Drop box replacement	Being able to save a stamp for each bill that one pays will assist those impacted by the recession.	n/a	Replacement of the drop boxes will provide long-term economic benefits. The current drop boxes are in very poor condition and lack secure locks.
10% General Administration & Planning costs	n/a	n/a	n/a
Pekin Salvation Army / Rust Transitional Center	By installing security cameras at the Rust Transitional Center will provide the clients with added security. They have been near full capacity with people that have been impacted by the recession.	n/a	By installing security cameras at the Rust Transitional Center, they will provide the building with added security resulting in long-term economic benefits.
Pekin Salvation Army / Rust Transitional Center	n/a	n/a	By installing new air conditioning units at the Rust Transitional Center, they will provide the building with better energy efficient use resulting in better environmental protection.
Pekin Salvation Army / Child care center	n/a	n/a	This will provide a long-term economic benefit by upgrading the kitchen/bathrooms at the Salvation Army Child Care center.

CDBG-R
Activity Data Spreadsheet

Jurisdiction/Grantee Name: City of Pekin, IL	Address the Recovery Act by:		2.iv. Number of full- and part-time jobs estimated to be created and retained by the activity	
Activity Name	<i>E. Minimizing or avoiding reductions in essential services; or</i>	<i>F. Fostering energy independence</i>	<i>Full time</i>	<i>part time</i>
108 District-wide Social, Emotional, and Behavioral (SEB) Curriculum	There would be a reduction in essential service if the SEB Curriculum was not offered to District 108 students.	n/a	Im 5/14/09	Im 5/14/09
Drop box replacement	If the improvements are not made, the drop boxes will need to be removed as a result of the current condition that they are in - thus reducing a service.	n/a	n/a	n/a
10% General Administration & Planning costs	n/a	n/a	1	n/a
Pekin Salvation Army / Rust Transitional Center	n/a	n/a	n/a	n/a
Pekin Salvation Army / Rust Transitional Center	n/a	n/a	n/a	n/a
Pekin Salvation Army / Child care center	If the improvements are not made, the child care center would not meet state code and could result in closing. Which would result in the children staying at the Rust Transitional Center not having on site child care location.	n/a	5	4

Jurisdiction/Grantee Name: City of Pekin, IL	2.v. description of the activities that will promote energy conservation, smart growth, green building technologies or reduced pollution emissions	2.vi. Contact information
Activity Name		
108 District-wide Social, Emotional, and Behavioral (SEB) Curriculum	n/a	Community Develoment Director; Ms.Pamela Anderson; phone: 309/478-5356; e-mail: panderson@ci.pekin.il.us
Drop box replacement	n/a	
10% General Administration & Planning costs	n/a	
Pekin Salvation Army / Rust Transitional Center	n/a	
Pekin Salvation Army / Rust Transitional Center	The air conditioning units that will be purchased and install will be energy efficient and meet code.	
Pekin Salvation Army / Child care center	The applicances that will be purchased and install will be energy efficient and meet code.	



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Façade Grant Application for Home Health Plus Services, Inc.

AGENDA DATE REQUESTED: 5/26/09

ACTION REQUESTED: Approval by Mayor and Council to pay Debbie Davison the eligible amount under the terms of the façade guidelines, for work on her building, Home Health Plus Services, located at 512 Court Street. 17 windows were replaced. This program reimburses 1/3 of the cost up to \$8,500 (whichever is less). Home Health Plus Services received 2 bids and selected the lesser bid of \$9,180. 1/3 of that cost is \$3,060.00 which is the requested grant amount. They recently purchased this business due to the growth of their company located at 514 Court. 5 new CN's were added recently and they now employ over 80 individuals through their downtown Pekin location.

BACKGROUND: TIF Façade Grant

FINANCIAL IMPACT: \$3,060.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Sends the message that the façade program is still available and this grant program helps to improve the Downtown TIF District. This is the 2nd façade grant received this year.

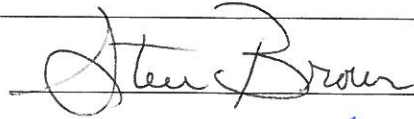
IMPACT IF DENIED: The property owner would bare the entire cost and this project is eligible under the guidelines of this program

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of Life

REQUIRED SIGNATURES

Department Director



5-17-09

Date

Finance Department

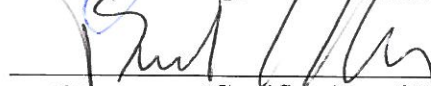


(Certification of Availability of Funds)

5-20-09

Date

Corporation Counsel

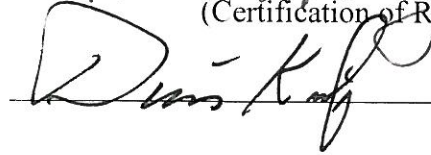


(Certification of Review)

5-20-09

Date

City Manager



5/20/09

Date

Plan is to install 17 new energy efficient windows for 2nd floor of building at 512 Court Street, Pekin. This building was purchased March 2009 by Home Health Plus Services, Inc., who will move when windows are installed.

The present windows are dry rotted, single pane and many broken.

Attached is the required information:

- Proof of building ownership
- Two qualified bids for new window installation – we chose Pitcher Perfect – their bid is the best and they installed second floor windows in Home Health Care Plus at 514 Court Street 8 years ago.
- Documentation of existence of other funding sources is checking account and band note.
- Current photographs of building windows
- Applicant / owner certification form
- Letter of applicant / owner expressing need for financial assistance – we request this financial assistance to make this building more energy efficient and safe for employees and office equipment and supplies.
- We will then be able to hire more new employees sooner.

Summary of Projects

17 double hung energy efficient windows for second floor at 512 Court Street, Pekin.

Total cost \$9,180.00

Installation will begin upon approval of city of Pekin façade program

CITY OF PEKIN, ILLINOIS
DOWNTOWN FAÇADE REVITALIZATION PROGRAM

APPLICANT CERTIFICATION FORM

As Applicant(s) for participation in the City of Pekin's Downtown Façade Revitalization Program, I/we acknowledge with following statements.

- To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- I/We have read and understand the Program Guidelines for Pekin Downtown Façade Revitalization Program and agree to fully abide by said guidelines.
- I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- I/We understand that a three (3) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a not-commercial use; cessation of business operations; or, failure to properly maintain improvements t the property financed in part by the City.
- I/We have read and understand the Design Guidelines for the Pekin Downtown Façade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with said guidelines.
- I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.
- I/We understand that the subject property must be a least 50% commercial in terms of floor area usage to qualify for program participation.
- I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us a Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application. Failure to do so will result in forfeiture of the final 15% of the City's total financial participation of \$250.00, whichever is greater.

Debra L. Harrison President
Signature

4-15-09
Date

Dennis Racine Sec. Treas.
Signature

4-15-09
Date

**CITY OF PEKIN, ILLINOIS
DOWNTOWN FAÇADE REVITALIZATION PROGRAM**

APPLICATION REQUEST

1. Name of Applicant: Home Health Plus Services Inc. - Dennis & Debbie Dawson
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program) Owners
2. Street Address: 512 Court Street Pekin Ill PIN No. _____
Phone 353-7317
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 1820 Winged Foot Drive Pekin Phone #: 353-6898
5. Phone No. of Applicant/Contract Person (if different from Owner): _____
6. Is any portion of building leased? no If so, please provide name and address of lessee: _____
7. Is at least 50% of total building floor space utilized for commercial purposes? yes 100%
8. Briefly describe the type of business operation presently housed in building:
Private duty Home Health Care - R/S, CNA's 4-24hrs in elderly homes
9. What is approximate age of building? 75 years
10. Is Owner of property currently participating in any other City business assistance program? no
11. Are you aware of any historical or architectural significance associated with the building? yes
If yes, please explain: Don Lighter Realty occupied this building several decades
until 2008 when he retired Architectural design is unchanged since
being built
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:
17 new energy efficient windows for 2nd floor of building
currently many windows are broken and leak air.

13. How soon after possible grant approval by the City would you begin your project? immediately
14. Once started, how long would it take to complete? (normal maximum of 60 days): 1 week or less
15. What is total estimated cost of planned eligible exterior work? \$ 9,180
16. From what sources and in what amounts, other than the City, will the money for this project be drawn?
Please be specific:
From checking acct and bank note
17. Will the planned building renovation result in the creation of any new jobs? Yes 3+
If yes, how many full-time and/or part-time positions will result? 3 part-time initially, 6 full times

Applicant(s) Signature:

Debbie Dawson President

Date: 4-15-09

Kenneth Dawson

Date: 4-15-09

CITY USE ONLY

The City of Pekin Main Street Design Committee: _____ recommends _____ does not recommend approval to the City Council.

Date: _____

Chair Signature: _____

Amount recommended: \$ _____

Conditions, if any: _____

City Council: _____ approves _____ does not approve façade revitalization grant award

Date: _____

Chair Signature: _____

Amount recommended: \$ _____

Conditions, if any: _____

Main Office
(309) 699-9000

PITCHER PERFECT

SIDING AND WINDOW CO., INC.

898 S. MAIN STREET, EAST PEORIA, IL 61611

Work # 353-7317

Toll Free

1-800-699-9440

Date 3/30/09

Phone # (309) 353-7300

Name Dennis & Debbie Davidson

Address 512 Court St.
(Street)

Peoria
(City)

IL 61654
(State) (Zip)

Job # _____

WINDOW CONTRACT

PITCHER PERFECT SIDING AND WINDOW CO., INC. AGREES TO PERFORM THE FOLLOWING ORDER IN ACCORDANCE WITH SPECIFICATIONS GIVEN BELOW, UNLESS OTHERWISE STATED ALL WINDOWS ARE TO BE CUSTOM MANUFACTURED TO SPECIFIC FACTORY SPECIFICATIONS.

# of New Windows	Style of Window	Window Options	Installation Options
<u>6-12</u>	Model # and Brand	Color of Window - OUT <u>Beige</u>	Windows to Be Removed Are Metal Yes ☐ No ☒
<u>17</u>	Single Hung	Color of Window - IN <u>Beige</u>	Capping on Outside Frames Yes ☒ No ☐
	Double Hung	Size of Screen <u>Half</u> Full ☐	Color of Coil for Capping <u>Beige</u>
	2 Lite Slider	Low E w/Argon Yes ☒ No ☐	PVC Coil Yes ☒ No ☐
	3 Lite Slider	Sungate 1000 Yes ☒ No ☐	Painted Coil Yes ☒ No ☐
	Picture	UV Guard Plus Yes ☐ No ☒ - Gold Only	Wrap Insulation Around Windows Yes ☒ No ☐
	Single Casement	Frosted Glass - What Room <u>110</u> Top Bottom	Insulate Voids Yes ☐ No ☒
	Twin Vent Casement	Grids Flat Yes ☐ No ☒ Top Both	Buck Frame Yes ☐ No ☒
	3 Lite Casement	Grids Contoured Yes ☐ No ☒ Top Both	Inside Casing Yes ☐ No ☒
	Garden	Lifetime Glass Breakage Yes ☒ No ☐	Outside Casing Yes ☐ No ☒
	Hopper	Intercept Spacer Yes ☐ No ☒	Stops Yes ☐ No ☒
	Awning	Super Spacer Yes ☒ No ☐ - Gold Only	Mullion Removal - Yes ☐ No ☒ Qty _____
	Patio Door 6' 8' 9' 12' (Circle One)	Vent Locks Yes ☒ No ☐	Alter Opening - Yes ☐ No ☒ Qty _____
	Bay or Bow Lites _____ Roof _____	Flanker Size 1/4 or 1/3 - 3 Lite Only	Wood Stools - Yes ☐ No ☒ Qty _____
	Casements or Double Hungs (Circle One)	(Vent Locks Not Available On Any Single Hung Model)	Sills - Yes ☐ No ☒ Qty _____

DESCRIPTION OF OTHER WORK:		NOT RESPONSIBLE FOR FIT OF EXISTING WINDOW TREATMENTS.	
<u>At this time, we are enclosing 11 photos of materials and cleanup. Subject to City of Peoria approval.</u>			
LIST ALL LOCATIONS BY ROOM AND DIRECTION			
1st Floor	2nd Floor	Other	

Installer to pick up check / cash on completion of work
Make all checks payable to Pitcher Perfect Siding and Window Co., Inc.

- | | | |
|---|---|-----------------------------------|
| 1. CASH PRICE | → | \$ <u>9180</u> |
| 2. LESS: DOWN PAYMENT ON SPECIAL ORDER CUSTOM MADE WINDOWS 30% MIN | → | \$ <u>3000</u> <u>check # 723</u> |
| 3. UNPAID BALANCE OF CASH PRICE DUE ON COMPLETION OF WORK, OR PER SPECIAL ARRANGEMENT AS SPECIFIED HEREIN | → | \$ <u>6180</u> |

NO VERBAL AGREEMENTS RECOGNIZED

TERMS AND CONDITIONS OF CONTRACT

The word "contractor" wherever herein occurring shall be construed to mean Pitcher Perfect Siding & Window Co., Inc.
The word "owner" wherever herein occurring or used herein shall be construed to mean owners in case of more than one owner. The owner covenants, warrants and represents that he is the owner of the above mentioned premises or has an equity therein and has lawful authority to execute this agreement.
Owner agrees that if the contract has not been cancelled within 3 business days from the date of this contract, any equity owned in the property herein before described is to act as security for the indebtedness due the contractor under the terms of the contract and until said indebtedness is paid, said property will not be sold or title to same transferred until full payment of said indebtedness has been made by the owner.
Liquidation Damages - Owner further agrees that, if the contract has not been cancelled within 3 business days from the date of this contract, in the event he should attempt to repudiate the terms of this agreement and refuse to allow the contractor to proceed with the work of improvement herein before described, or in any way prevent the contractor from performing under the terms of this contract, on account of the difficulty of ascertaining and estimating the amount of damages which shall be sustained by the contractor by reason thereof, the owner agrees that 40% of the total amount of the indebtedness to become due and payable immediately from the owner to the contractor as liquidated damages, if this contract is for the purchase of siding or a product the contractor sells that could reasonably be used on another house without specific modification. If this contract is for a special order where a product has to be made to specifications to fit the owner's house, such as replacement windows, storm windows, rolling shutters, etc., then 70% of the total amount of the indebtedness to become due from the owner under the terms of this agreement shall become due and payable immediately from the owner to the contractor as liquidated damages.
Attorney Fees - In the event that it is necessary for the contractor to bring suit to enforce this agreement or to collect damages for violation of any of the provisions of the same, then in said event the owner agrees to pay all costs of collection, including the contractor's reasonable attorney's fees and court costs. Even if suit is not filed owner agrees to pay reasonable attorney's fees and other costs of collection incurred by contractor for enforcement of this agreement.
Parties agree that contractor may start at any time after the 3 day notice of cancellation has expired. It is mutually agreed and understood by and between parties hereto that the owner, where necessary, will and can qualify for a loan at any agency selected by the undersigned contractor, and the owner further agrees to use their best efforts to secure said loan.
This instrument and the Notice of Cancellation contains the entire contract and shall be binding and apply to the heirs, assigns, successors, executors and administrators of the parties hereto. No oral agreement is binding, however, a written modification executed by all parties shall modify this contract. All unused material shall remain the property of the contractor. Said contractor, its successors, and assigns is and shall be vested with and shall retain full title, ownership and right of possession of, and to the said materials or articles installed, delivered or fabricated under this contract until the indebtedness herein shall have been fully paid. Upon completion of said work, owner agrees to execute and deliver a completion certificate as requested by the contractor.
Severability - The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
Waiver of Breach - The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
Choice of Venue - The parties agree that Tazewell County, Illinois shall be the sole and exclusive venue for any proceeding between the parties in connection with this Agreement.
This contract is binding when the customer's signature is affixed and signed by any of Pitcher Perfect Siding and Window Co., Inc.'s officers, employees, or agent, and a 3 day Notice to Cancel has expired. Contractor shall not be required to correct the conditions that cause condensation. Pitcher Perfect Siding and Window Co., Inc. does not do any painting or staining.
Owner agrees that he has read this agreement, fully understands its provisions and has been given an exact and fully completed copy of this contract prior to signing. All contracts subject to approval by owner of Pitcher Perfect Siding and Window Co., Inc. at Home Office, 898 S. Main Street, East Peoria, IL 61611.
YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

PITCHER PERFECT SIDING AND WINDOW CO., INC. is the
CONTRACTOR

As OWNER, I acknowledge receipt of a copy of this Contract

[Signature]
(Purchaser)

[Signature]
(Joint Purchaser)

— PITCHER PERFECT THANKS YOU FOR YOUR BUSINESS - OUR GOAL IS YOUR SATISFACTION. —

WHITE—COMPANY COPY

CANARY—COMPANY COPY

PINK—CUSTOMER COPY

GOLDENROD—CUSTOMER COPY



RAINMASTER SYSTEMS, INC.

898 S. MAIN STREET, EAST PEORIA, IL 61611
(309) 698-1997 • TOLL FREE (866) 698-1997

Name Dennis Davison Debbie Davison Date 3/30/09
Phone # _____ Work # _____

Address _____
(Street) (City) (State) (Zip)

— CASH CONTRACT —

DESCRIPTION OF WORK

- ☐ Clean and Flush Gutter ☐ 1 Story ☐ 5" Gutter
Color of Leafproof _____ ☐ 1 1/2 Story ☐ 6" Gutter Gutter Color _____
of Endcaps _____ ☐ 2 Story
of Feet _____

ADDITIONAL WORK

17 Off gold white/white beige
installed and capping of openings.

1. CASH PRICE
(includes All Additional Work)

\$7100 3700

2. LESS JOB DEPOSIT

\$ _____

3. UNPAID BALANCE OF CASH PRICE
DUE ON COMPLETION OF WORK:

\$ _____

NO VERBAL AGREEMENTS RECOGNIZED

TERMS AND CONDITIONS OF CONTRACT

The word "contractor" wherever herein occurring shall be construed to mean Rainmaster Systems, Inc.
The word "owner" wherever herein occurring or used herein shall be construed to mean owners in case of more than one owner. The owner covenants, warrants and represents that he is the owner of the above mentioned premises or has an equity therein and has lawful authority to execute this agreement.
Owner agrees that if the contract has not been cancelled within 3 business days from the date of this contract, any equity owned in the property herein before described is to act as security for the indebtedness due the contractor under the terms of the contract and until said indebtedness is paid, said property will not be sold or title to same transferred until full payment of said indebtedness has been made by the owner.

Liquidation Damages - Owner further agrees that, if the contract has not been cancelled within 3 business days from the date of this contract, in the event he should attempt to repudiate the terms of this agreement and refuse to allow the contractor to proceed with the work of improvement herein before described, or in any way prevent the contractor from performing under the terms of this contract, on account of the difficulty of ascertaining and estimating the amount of damages which shall be sustained by the contractor by reason thereof, the owner agrees that 40% of the total amount of the indebtedness to become due and payable immediately from the owner to the contractor as liquidated damages. If this contract is for the purchase of siding or a product the contractor sells that could reasonably be used on another house without specific modification. If this contract is for a special order where a product has to be made to specifications to fit the owners house, such as replacement windows, storm windows, rolling shutters, etc., then 70% of the total amount of the indebtedness to become due from the owner under the terms of this agreement shall become due and payable immediately from the owner to the contractor as liquidated damages.

Attorney Fees - In the event that it is necessary for the contractor to bring suit to enforce this agreement or to collect damages for violation of any of the provisions of the same, then in said event the owner agrees to pay all costs of collection, including the contractor's reasonable attorney's fees and court costs. Even if suit is not filed owner agrees to pay reasonable attorney's fees and other costs of collection incurred by contractor for enforcement of this agreement.

Parties agree that contractor may start at any time after the 3 day notice of cancellation has expired. It is mutually agreed and understood by and between parties hereto that the owner, where necessary, will and can qualify for a loan at any agency selected by the undersigned contractor, and the owner further agrees to use their best efforts to secure said loan.

This instrument and the Notice of Cancellation contains the entire contract and shall be binding and apply to the heirs, assigns, successors, executors and administrators of the parties hereto. No oral agreement is binding, however, a written modification executed by all parties shall modify this contract. All unused material shall remain the property of the contractor. Said contractor, its successors, and assigns is and shall be vested with and shall retain full title, ownership and right of possession of, and to the said materials or articles installed, delivered or fabricated under this contract until the indebtedness herein shall have been fully paid. Upon completion of said work, owner agrees to execute and deliver a completion certificate as requested by the contractor.

Severability - The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Waiver of Breach - The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

Choice of Venue - The parties agree that Tazewell County, Illinois shall be the sole and exclusive venue for any proceeding between the parties in connection with this Agreement.

This contract is binding when the customer's signature is affixed and signed by any of Rainmaster Systems, Inc.'s officers, employees, or agent, and a 3 day Notice to Cancel has expired. Contractor shall not be required to correct the conditions that cause condensation. Rainmaster Systems Inc. does not do any painting or staining.

Owner agrees that he has read this agreement, fully understands its provisions and has been given an exact and fully completed copy of this contract prior to signing. All contracts subject to approval by owner of Rainmaster Systems, Inc. at Home Office: 898 S. Main Street, East Peoria, IL 61611

YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

RAINMASTER SYSTEMS, INC. is the

As OWNER, I acknowledge receipt of a copy of this Contract

CONTRACTOR

(Purchaser)

by _____

(Joint Purchaser)

— RAINMASTER SYSTEMS, INC. THANKS YOU FOR YOUR BUSINESS - OUR GOAL IS YOUR SATISFACTION. —

WHITE—COMPANY COPY

CANARY—COMPANY COPY

PINK—CUSTOMER COPY

GOLDENROD—CUSTOMER COPY

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265



B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 6. File Number 7. Loan Number 8. Mortgage Insurance Case Number
 4. ☐ VA 5. ☐ Conv. Ins. 81388-3 81388-3

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower
 DEBRA L. DAVISON; DENNIS W. DAVISON
 514 COURT STREET
 PEKIN, IL 61554

E. Name, Address, and Tax Identification Number of Seller
 CAROLYN S. SCHJELDERUP
 11305 102ND AVE. CT.
 COAL VALLEY, IL 61240

F. Name and Address of Lender
 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF
 PEKIN
 532 COURT STREET
 PEKIN, IL 61554

G. Property Location (Use complete address, including legal description, if necessary)
 512 COURT STREET, PEKIN, IL 61554
 THE WEST 17 FEET IN EVEN WIDTH OF LOT 3 BLOCK 91 IN THE
 ORIGINAL TOWN, NOW CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.
 ALSO A STRIP OF GROUND APPROXIMATELY 2 INCHES IN WIDTH FOR
 THE FULL DEPTH OF LOT OFF OF THE EASTERLY SIDE OF LOT 2 IN BLOCK
 91 IN THE ORIGINAL TOWN, NOW CITY OF PEKIN, MEANING AND

H. Settlement Agent Name, Address, and Tax Identification Number
 FIRST FEDERAL SAVINGS AND LOAN ASSN. OF PEKIN
 532 COURT ST.
 PEKIN, IL 61554

I. Settlement Date
 02-27-2009

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	42,000.00	401. Contract sales price	42,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,015.12	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	44,015.12	420. Gross Amount Due To Seller	42,000.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	31,500.00	502. Settlement charges to seller (line 1400)	2,436.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan PEKIN COMMUNITY	28,652.60
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01-01-2008 to 02-27-2009	2,452.23	511. County taxes 01-01-2008 to 02-27-2009	2,452.23
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	34,952.23	520. Total Reduction Amount Due Seller	33,540.83
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	44,015.12	601. Gross amount due to seller (line 420)	42,000.00
302. Less amounts paid by/for borrower (line 220) (	34,952.23)	602. Less reductions in amount due seller (line 520) (	33,540.83)
303. Cash ☒ From ☐ To Borrower	9,062.89	603. Cash ☒ To ☐ From Seller	8,459.17

The undersigned hereby acknowledges receipt of a completed copy of pages 1 and 2 of this statement and any attachments referred to herein.

Borrower Debra L. Davison President Seller Carolyn S. Schjelderup
 Borrower Dennis W. Davison Sec/Treas Seller _____

Previous Edition Is Obsolete

Bankers Systems, Inc., St. Cloud, MN Form HUD-1-LAZ 4/25/2002

HUD - 1 (3-86) RESPA, HB 4305.2

(page 1 of 2)

SETTLEMENT STATEMENT

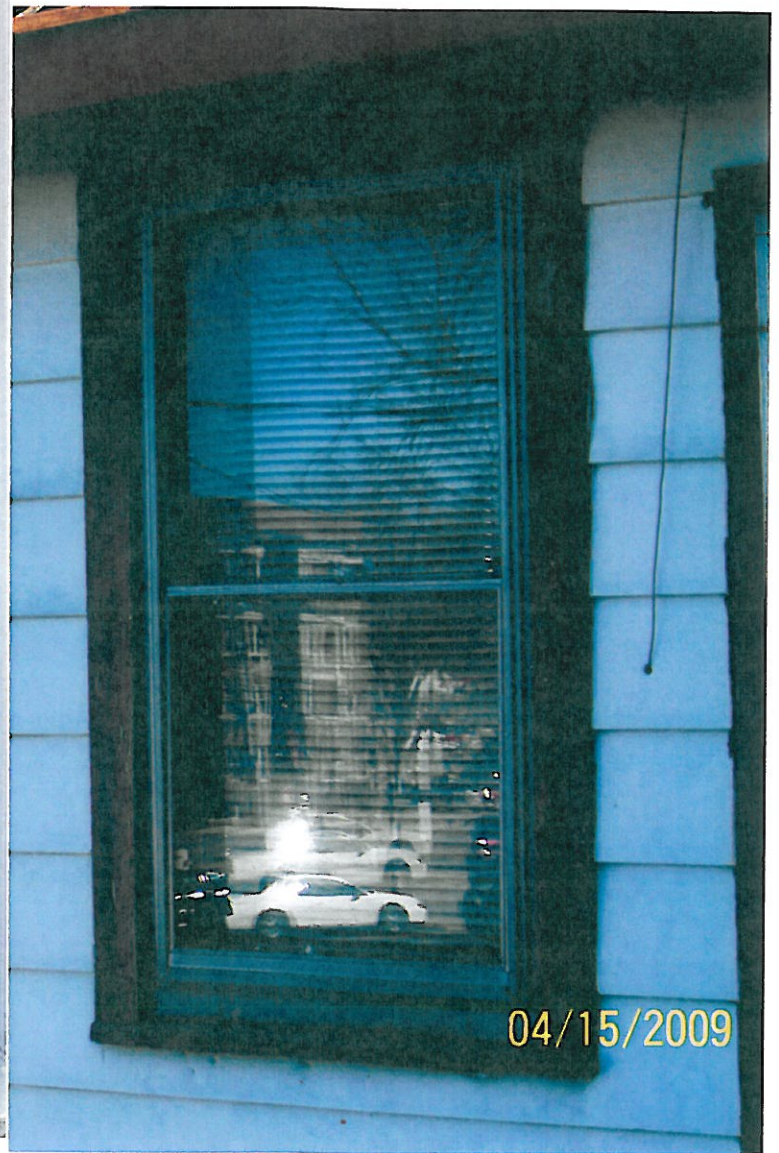
L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total Sales/Broker's Commission based on price \$ 42,000.00		@ 5.000% = 2,100.00		
Division of Commission (line 700) as follows:					
701.	\$	to			
702.	\$	to			
703.	Commission paid at Settlement TO COLDWELL BANKER				
704.	TO DER PENN				1,050.00
800.	Items Payable In Connection With Loan				1,050.00
801.	Loan Origination Fee	0.500% TO LENDER		157.50	
802.	Loan Discount	%			
803.	Appraisal Fee to GLASSEY AND GLASSEY			500.00	
804.	Credit Report to KCB			20.90	
805.	Lender's Inspection Fee				
806.	Mortgage Insurance Application Fee to				
807.	Assumption Fee				
808.					
809.					
810.					
811.	FLOOD DETERMINATION TO KCB			15.00	
812.	FLOOD MONITORING TO KCB			3.00	
813.	2007 REAL ESTATE TAXES TO TAZEVELL COUNTY COLLECTOR			\$2003 28-B POC	
814.					
900.	Items Required By Lender To Be Paid In Advance				
901.	Interest from 02-27-2009	to 03-01-2009 @ \$ 5.36 /day		10.72	
902.	Mortgage Insurance Premium for payment periods to				
903.	Hazard Insurance Premium for years to CLOSING			\$700.00-B POC	
904.	CREDIT INS. PREM years to				
905.					
906.					
1000.	Reserves Deposited With Lender				
1001.	Hazard insurance	pymt periods @ \$ per period			
1002.	Mortgage insurance	pymt periods @ \$ per period			
1003.	City property taxes	pymt periods @ \$ per period			
1004.	County property taxes	pymt periods @ \$ per period			
1005.	Annual assessments	pymt periods @ \$ per period			
1006.		pymt periods @ \$ per period			
1007.		pymt periods @ \$ per period			
1008.	AGGREGATE ADJUSTMENT			0.00	
1100.	Title Charges				
1101.	Settlement or closing fee to				
1102.	Abstract or title search to				
1103.	Title examination to				
1104.	Title insurance binder to				
1105.	Document preparation to FIRST FEDERAL OF PEKIN			375.00	
1106.	Notary fees to				
1107.	Attorney's fees to BAGLEY & MILLER			682.50	45.00
	(includes above items numbers:)				
1108.	Title insurance to FIRST COMMUNITY TITLE			123.00	228.00
	(includes above items numbers:)				
1109.	Lender's coverage \$ 31,500.00				
1110.	Owner's coverage \$ 42,000.00				
1111.					
1112.					
1113.					
1200.	Government Recording and Transfer Charges				
1201.	Recording fees:				
	Deed \$ 35.75-B	Mortgage \$41.75-B	Releases \$	77.50	
1202.	City/county tax/stamps:				
	Deed \$	Mortgage \$			
1203.	State tax/stamps:				
	Deed \$ 63.00-\$	Mortgage \$			63.00
1204.					
1205.					
1300.	Additional Settlement Charges				
1301.	Survey to				
1302.	Pest inspection to HARRIS PEST			50.00	
1303.	ARCH / ENG. SERVICES TO				
1304.	BUILDING PERMIT TO				
1305.					
1306.					
1307.					
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			2,015.12	2,436.00

JWS

D

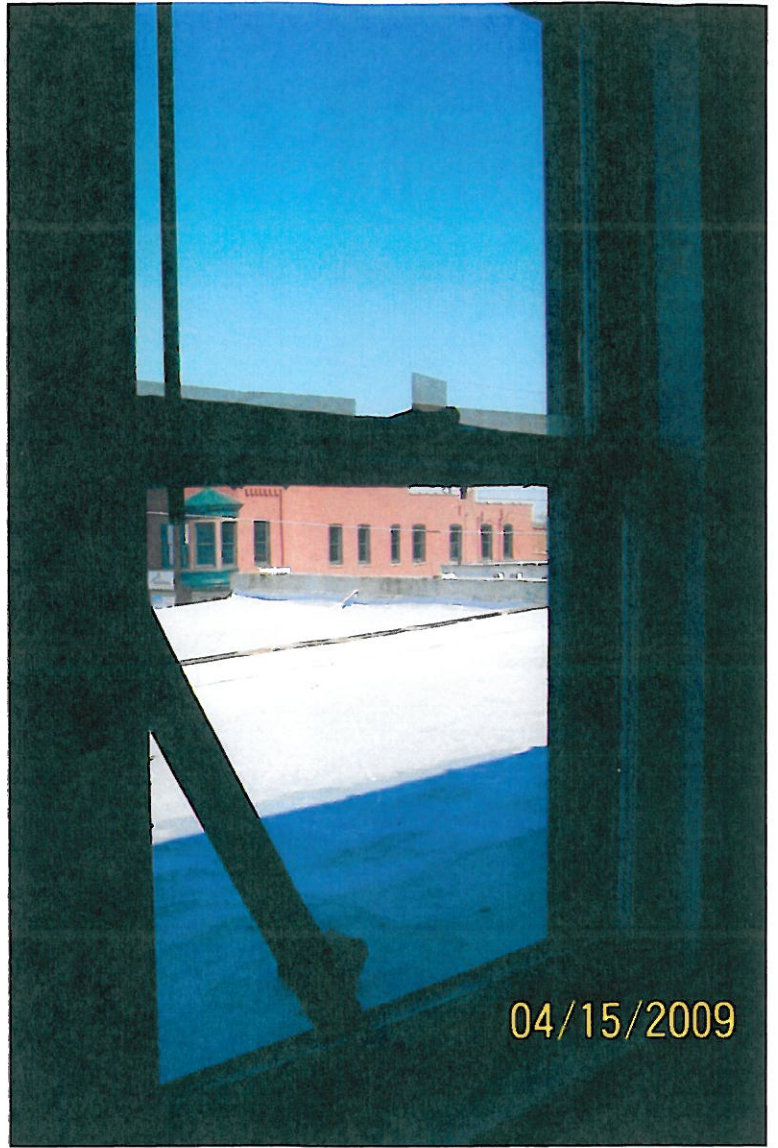
CL

Before:



Before:





Before:





Health Plus
Services, Inc.

Please call
(309) 353-7317
for more information.

S E R V I N G :

Tazewell, Peoria, Woodford,
Fulton, McLean, Mason and Logan
Counties in Central Illinois



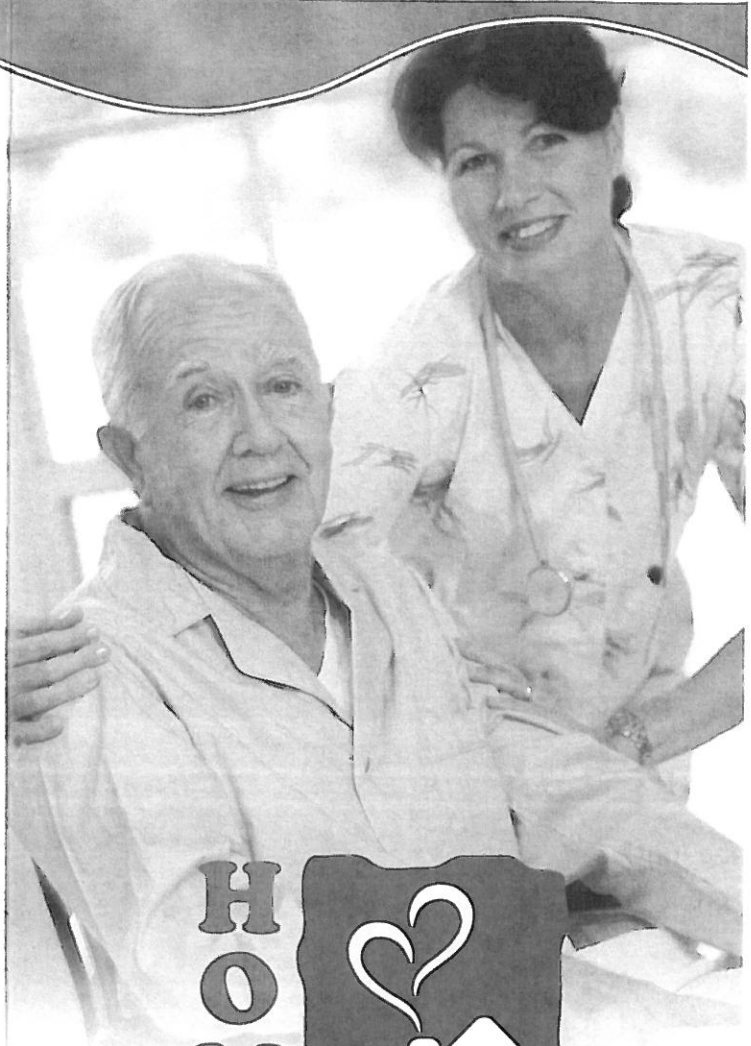
Locally Owned and Operated Since 1996
Licensed by the State of Illinois
Employees Bonded and Fully Insured

516 Court Street
Pekin, Illinois 61554
fax (309) 353-7311

Office Hours:

Monday - Friday, 8 a.m. - 4:30 p.m.

www.HomeHealthPlusServices.net



Health Plus
Services, Inc.

*"Friendly Help At Home
When You Need It Most"*

OUR MISSION

Our mission is to be the preferred provider of short and long term home health services, providing high quality, professional care to our clients allowing each individual we serve to maintain the highest possible quality of life.

OUR TEAM

Our services are provided by a caring and knowledgeable team of Registered Nurses, Licensed Practical Nurses, Certified Nurses Aides (CNA), Medical Social Workers, Licensed Therapists, and specially trained Homemakers. Our employees are background-checked through the Illinois State Police and the Illinois Department of Public Health and are fully insured.

Our experienced team of professionals understands the complexities of illness, both short and long term, and the special needs of individual patients. Our trained staff works with patients to bring them to an optimal level of independence in the comfort of their own home.



Health Plus
Services, Inc.

(309) 353-7317



OUR SERVICES

Our team of professionals offers home care to patients of all ages ranging from intermittent skilled visits to 24 hour care 7 days a week. Our services include, but are not limited to:

Skilled Nursing—lab draws, med box fills, wound care, ostomy care, blood pressure monitoring, catheter care, medication administration, IV therapy including antibiotics and pain medication

CNA—bathing and personal care, light housekeeping, meal preparation, companionship

Companion/Homemaker—light housekeeping, meal preparation, medication reminders, companionship, respite care, errands

Therapy—physical, occupational, and speech

Medical Social Worker—evaluations

We also specialize in the care of patients with Alzheimer's disease and other forms of dementia. Our services are available not only in a home environment, but in licensed facilities such as hospitals or nursing homes when extra help is needed.

OUR PATIENTS

Home Health Plus Services, Inc. provides care to all patients regardless of race, creed, color, religion, gender, national origin, sexual preference, disability, or age. We bill individuals, worker's compensation, and private insurance.



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor 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: Agreement to continue transportation services for the Tazewell County Resource Center (TCRC) Tremont and Morton locations. This is a three year contract for two buses.

AGENDA DATE REQUESTED: May 26, 2009

ACTION REQUESTED: Approval of the contract for Tazewell County Resource Center

BACKGROUND: The City of Pekin has provided transportation for TCRC clients from Pekin to their places of employment in Tremont and Morton, IL. The contract is effective July 1, 2009 through June 30, 2012.

FINANCIAL IMPACT: The daily rate will be increased from \$165.00 to \$175.00 per day per bus. The increase would total \$4,800.00 the first year of the contract. The second and third year the increase would be 2.5% to 5% based on the Consumer Price Index for the year. There would also be a base price of \$2.50 per gallon for fuel and for each 15 cent over the base price there would be a charge of 1% of the contract to help offset fuel costs.

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: The City of Pekin would continue to provide transportation for clients

IMPACT IF DENIED: Possible problems for clients not being able to get transportation other than the City of Pekin

ALTERNATIVES: Another transportation provider would need to be secured to provide transportation

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Intergovernmental cooperation.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date



Transportation and Solid Waste Department

AGREEMENT FOR TRANSPORTATION SERVICES

This Agreement is between:

Pekin Municipal Bus Department
1130 Koch Street
Pekin, Illinois 61554

Hereinafter referred to as Transportation Service
And

Tazewell County Resource Centers, Inc.
21310 Illinois Route 9
Tremont, Illinois 61568

Hereinafter referred to as the Facility

Under the terms of this agreement the Transportation Service will provide transportation to and from the facility for individuals mutually agreed upon by both parties.

1. Assurances: The Transportation Service has the responsibility in providing transportation to the facility for those individuals mutually designated makes the following assurances:

A. The transportation system operated by the Transportation Service shall meet all applicable local and state regulations concerning licensing, equipment specifications, accessibility, safety, capacity and insurance.

B. The vehicles used to transport clients with physical disabilities shall be adapted to their needs.

C. Drivers shall have valid drivers' licenses for vehicles driven.

City of Pekin Transportation and Solid Waste Department
1130 Koch Street, Pekin, IL 61554
Phone (309) 478-5448 * Fax (309) 347-8434

D. Drivers and vehicle attendants shall be certified in first aid and CPR. Training shall be given in the use of the Heimlich maneuver and appropriate emergency procedures.

2. Documentation: The Transportation Service also agrees to provide documentation to the Facility as required by the Facilities regulatory bodies regarding compliance to the above assurances and other applicable regulations.

3. Term of Agreement: This Agreement shall take effect until executed and approved by both parties. Upon approval, this Agreement shall take effect, and shall continue in full force and effect until terminated. Both parties acknowledge that this Agreement shall apply to all services rendered from July 1, 2009 to June 30, 2010; July 1, 2010 to June 30, 2011; and July 1, 2011 to June 30, 2012. This will be a three year contract.

4. Modification of Agreement: Any modification or amendment of this Agreement must be in writing and executed by both parties. All modifications will not take effect until approved by the parties.

5. Termination:

A. This agreement may be terminated by either party, with or without cause, upon at least sixty (60) calendar days written notice to the other party.

B. This Agreement will automatically terminate upon the effective date of the Facilities loss of license, certification, or any other such requirement for providing day programming services. The Facility will notify the Transportation Service within five (5) calendar days of any such loss, or of the initiation of any proceedings, which might reasonably result in such a change.

C. All terms of this Agreement will remain in full force and effect until the effective termination date of this Agreement.

6. Service Days: The Transportation Service will provide services as per the calendar provided by the Facility.

7. Transportation Times: The Transportation Service will schedule transportation times with the Facility and will follow schedules, which will be determined by mutual agreement.
8. Payment: The Facility agrees to pay the Transportation Service for services rendered within 30 days after receipt of an invoice. Payment for services may come from either the Facility or individual clients served. Arrangement for payment methods will be negotiated between the Facility and the Transportation Service as the need arises. Any changes, which are not made by mutual agreement, are subject to 60 day written notification.
9. Amount of Payment: The Facility will pay a per day amount of \$175.00 per bus for transportation for the first year with an increase of not less than 2.5% and not more than 5% for each of the 2nd and 3rd years based on the actual Consumer Price Index (CPI) for each year. If the price fuel exceeds a base price of \$2.50 per gallon, then the Facility agrees to pay a 1% increase on the contract for every \$0.15 over the base price.
10. Applicable Law: The Agreement is hereby made and must be performed in compliance with all applicable Federal and State laws, rules, and regulations. This Agreement shall be construed in accordance with the laws of the State of Illinois.
11. Severability: Invalidity of any provision, term, or condition of this Agreement for any reason shall not render any other provision, term, or condition of this Agreement invalid or unenforceable.

TCRC Contract
July 1, 2009 to June 30, 2010
Page 4

In witness whereof, the Facility and the Transportation Service hereby executes this Agreement.

Transportation Service:

By: _____

Title: _____

Date: _____

Facility: Tazewell County Resource Centers, Inc.

By: _____

Title: _____

Date: _____



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: AMENEDMENT TO ZONING ORDINANCE

AGENDA DATE REQUESTED: May 26, 2009

ACTION REQUESTED: Recommendation to approve Amendments to Zoning Ordinance

BACKGROUND: There has been interest from a developer to develop some existing buildings in the downtown area B-2(Central Business) District into a mixed-use setting, but the code would not allow non-owner occupants to live on the stories above the businesses. The change in the zoning code would allow for loft apartments to be occupied by anyone other than the owner of the business. The change would also address parking requirements and establish a special-use protocol similar to the B-3(General Business) District and would be reviewed by the Pekin Planning Commission for recommendations prior to any proposed development.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Existing businesses could see a possible boost in sales and revenue due to the proposed mixed-use development.

IMPACT IF DENIED: Possibility of no new mixed development in downtown T.I.F. area.

ALTERNATIVES: Let the existing buildings deteriorate more than they are now and possibly have to demolish several buildings.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Safe Community, And High Quality Of Life

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 6B, SECTION 3 AND
TITLE 9, CHAPTER 10B SECTION 1-1 E.
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING**

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

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

WHEREAS, the Planning Commission of the City of Pekin has recommended certain changes in the B-2 Zone (Central Business District) and RM-2 Districts, special uses, to allow non-owner in loft living quarters

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

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

1. That Title 9, Chapter 1, Section 9-6B-3, being special uses section be amended by the addition of the following as paragraph 2:

The uses allowed and as controlled in RM-2 Districts may be permitted on those floors above the first story in accord with the dwelling unit density requirements of the RM-2 District. All height, setback, floor area ratio and percent of lot coverage requirements shall comply the requirements of the B-2 District. In determining dwelling unit density, the entire parcel area, including that area to be

occupied by the principal use, may be utilized in computing applicable lot coverage requirements.

That Title 9, Chapter 10 B, Section 1-1 E., be amended by inserting in the last sentence of the last paragraph the following:

Where floor area is increased, *when modifying structures into loft apartments on the stories above the first floor* parking spaces shall be provided for such increased floor area in accord wit the provisions of this title.

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

For the purpose of computing the number of parking spaces required, shall be computed on the total usable space and occupancy load.

The requirements of Section 9-10B-1-3 hereof may be reduced by one-half (1/2) the minimum required spaces for those uses within the B-2 Central Business District. For those buildings existing within the B-2 District, no additional parking space need be provided when remodeling or rebuilding of structures is proposed, provided the floor area of existing structures on such site is not increased in the remodeling or rebuilding undertaken. Where floor area is increased, **when modifying structures into loft apartments on the stories above the first floor** parking spaces shall be provided for such increased floor area in accord with the provisions of this Title.

- F. Surfacing of parking area and driveway: All driveways in the entire parking area, including parking spaces and maneuvering lanes, required under this Section, shall be provided with asphalt or concrete surfacing in accordance with specifications approved by the City Engineer.
- G. In publicly owned parks and publicly owned recreational facilities, the entire parking areas, including parking spaces and maneuvering lanes, required under this Section, shall be provided with sealcoat surfacing in accordance with specifications approved by the City Engineer. However, as required elsewhere by this Ordinance, approaches from the public street to the property line (i.e end of the public right of way) shall be concrete.

9-10B-1-2: **DESIGN, DEVELOPMENT AND MAINTENANCE:** Whenever the off-street parking requirements in Section 9-10B-1-4 require the building of an off-street parking facility or where the P-1 Vehicular Parking Districts (See Chapter 8 of this Title) are provided, such off-street parking lots shall be laid out, constructed and maintained in accordance with the following standards and regulations:

- A. Permit Required; Site Plans: No parking lot shall be constructed unless and until a permit therefor is issued by the Building Inspector. Applications for a permit shall be submitted to the Building Department and shall be accompanied with two (2) sets of site plans for the development and construction of the parking lot showing that the provisions of this Section will be fully complied with.
- B. Minimum Requirements: Plans for the layout of off-street parking facilities shall be in accord with the following minimum requirements:

Parking Pattern	Maneuverin g Lane Width	Parking Space Width	Parking Space Width	Total Width of One Tier of Spaces Plus Maneuvering	Total Width of Two Tiers of Spaces Plus Maneuvering
-----------------	-------------------------------	------------------------	------------------------	---	--

9-6B-3: **SPECIAL USES:** The following uses may be permitted, subject to the review and approval of the site plan and the use by the City Council after a hearing and recommendation is received from the Planning Commission for each use, and subject, further, to such conditions imposed by the City Council and the conditions herein after imposed for each use:

The uses allowed and as controlled in RM-2 Districts may be permitted on those floors above the first story in accord with the dwelling unit density requirements of the RM-2 District. All height, setback, floor area ratio and percent of lot coverage requirements shall comply the requirements of the B-2 District. In determining dwelling unit density, the parcel area, including that area to be occupied by the principal use, may be computed.

Churches.

Jails, prisons and other buildings used for over night incarceration of prisoners; provided, such use is enclosed within a building or within an obscuring wall or other screening.

(Ord. No. 2494-06/07 10-09-06)

9-6B-4: **AREA AND BULK REQUIREMENTS:** See Section 9-9-1 of this Title, "Schedule of Regulations", limiting the height and bulk of buildings and minimum size of lot permitted.

RESOLUTION NO. _____ - 09/10

PEKIN, ILLINOIS, May 14, 2009

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
The Final Plat Lick Creek Subdivision No. 2 is hereby accepted and approved.



SIGNED BY _____

MAYOR.

LICK CREEK MANOR SUBDIVISION, EXTENSION 2

PARCEL "A-4", BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP-25-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.
TOTAL AREA = ±13.300 ACRES
P.I.N. 04-04-36-206-039

LEGAL DESCRIPTION

PARCEL "A-4", BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP-25-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, THENCE NORTH 00°30'-43" EAST (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY), ALONG THE EAST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, A DISTANCE OF 1293.45 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A-4", AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, THENCE NORTH 89°18'-29" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A-4", A DISTANCE OF 628.64 FEET; THENCE SOUTH 00°24'-24" WEST, A DISTANCE OF 216.10 FEET; THENCE NORTH 89°18'-39" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A-4", SAID POINT BEING ON THE EAST LINE OF LICK CREEK MANOR SUBDIVISION, EXTENSION NUMBER ONE, BEING A SUBDIVISION IN PART OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36; THENCE NORTH 00°24'-24" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1037.66 FEET TO THE SOUTHEAST CORNER OF LOT 127 IN SAID LICK CREEK MANOR SUBDIVISION, EXTENSION NUMBER ONE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL "A-4", THENCE SOUTH 89°18'-29" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A-4", A DISTANCE OF 690.15 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A-4", THENCE SOUTH 00°30'-43" WEST, ALONG THE EAST LINE OF SAID PARCEL "A-4", A DISTANCE OF 821.55 FEET TO THE POINT OF BEGINNING, CONTAINING 13.300 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

DECLARATION AND DEDICATION OF LICK CREEK MANOR SUBDIVISION, EXTENSION 2 TO THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

GARY ALLEN, DOES HEREBY CERTIFY THAT HE IS THE OWNER OF THE LAND SHOWN ON THE ACCOMPANYING PLAT, AND DOES HEREBY CERTIFY THAT HE HAS CAUSED THE SURVEY AND SUBDIVISION THEREOF TO BE MADE AS SHOWN ON THE ACCOMPANYING PLAT AND TO BE KNOWN AS "LICK CREEK MANOR SUBDIVISION, EXTENSION 2" IN THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AND ACKNOWLEDGES SAID SURVEY TO BE CORRECT TO HIS BEST KNOWLEDGE AND BELIEF. HE HEREBY DEDICATES THE STREETS AND UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE PUBLIC USE FOREVER. EASEMENTS AS SHOWN BY DASHED LINES AND MARKED UTILITY EASEMENT ON SAID PLAT ARE HEREBY RESERVED FOR THE USE OF ALL PUBLIC UTILITIES TO INSTALL, LAY, CONSTRUCT, OPERATE, MAINTAIN, RENEW AND/OR REMOVE UNDERGROUND WATER MAINS, GAS PIPELINES, ELECTRIC AND TELEPHONE CABLES OR CONDUITS WITH ALL NECESSARY ABOVE GROUND TRANSFORMERS AND SERVICE PEDESTAL INSTALLATIONS, WITH THE FURTHER RIGHT TO INSTALL AND MAINTAIN OVERHEAD ELECTRIC AND TELEPHONE POLE AND WIRE-LINE INSTALLATIONS WITH ALL NECESSARY AND BRACES, GUY WIRES, ANCHORS AND OTHER APPLIANCES FOR THE PURPOSE OF SERVING THE SUBDIVISION AND ADJOINING PROPERTIES WITH WATER, SEWER, GAS, ELECTRIC, CABLE AND TELEPHONE SERVICE, INCLUDING THE RIGHT TO USE THE STREETS WHERE NECESSARY AND TO OVERHANG OR BURY ACROSS ALL LOTS SERVICE WIRES, PIPELINE AND/OR CABLES TO SERVE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, OPERATE AND MAINTAIN SAID UTILITY FACILITIES AND TO TRIM OR REMOVE ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH SAID UTILITY FACILITIES.

NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENTS FOR PUBLIC UTILITY PURPOSES.

ANY AREA DESIGNATED AS A "SURFACE DRAINAGE EASEMENT" IS FOR A DRAINAGE WAY FOR THE SURFACE CONVEYANCE OF STORM WATER AND THE HORIZONTAL AND VERTICAL ALIGNMENT OF SAID DRAINAGE WAY SHALL NOT BE ALTERED IN ANY WAY THAT WOULD INTERFERE WITH THE INTENT OF SAID EASEMENT. NO BUILDINGS, TREES, SHRUBS, FENCES, GARDENS OR LANDSCAPING SHALL BE PLACED WITHIN SAID EASEMENT THAT WOULD RESTRICT OR HINDER THE FLOW OF SURFACE WATER WITHIN SAID EASEMENT WITHOUT THE WRITTEN PERMISSION FROM THE CITY OF PEKIN.

THIS SUBDIVISION IS LOCATED IN GRADE SCHOOL DISTRICT 108 AND HIGH SCHOOL DISTRICT 303.

DATED AT PEKIN, ILLINOIS, THIS 13 DAY OF MAY, 2009.

Mary Allen
GARY ALLEN

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

I, _____, COUNTY CLERK OF THE AFORESAID COUNTY, DO HEREBY CERTIFY THAT I HAVE THIS DAY EXAMINED THE TAX RECORDS OF THE PROPERTY SHOWN ON THE ATTACHED PLAT, AND FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, NOR DELINQUENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND SHOWN ON SAID PLAT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2009.

COUNTY CLERK _____ DEPUTY CLERK _____

CITY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

I HEREBY CERTIFY THAT BY RESOLUTION NO. _____ ADOPTED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2009, THE FINAL PLAT HEREIN OF "LICK CREEK MANOR SUBDIVISION, EXTENSION 2" WAS APPROVED AND THE STREETS AND EASEMENTS SHOWN THEREON WERE ACCEPTED.

CITY CLERK _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF PEORIA) SS

WE, CHRISTOPHER B. BURKE ENGINEERING, LTD, BEING PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY STATE THAT WE HAVE SURVEYED AND SUBDIVIDED INTO LOTS AND STREETS TO BE KNOWN AS "LICK CREEK MANOR SUBDIVISION, EXTENSION 2", BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP-25-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT ALL OF THE LAND REPRESENTED HEREON LIES WITHIN THE LIMITS OF THE CITY OF PEKIN, WHICH HAS APPROVED AND ADOPTED A COMPREHENSIVE PLAN, AND THAT TO OUR BEST KNOWLEDGE AND BELIEF, THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY DRAWN TO A SCALE OF ONE INCH EQUALS SIXTY FEET (1"=60').

DATED THIS 11TH DAY OF MAY, 2009.

BY: *Christopher B. Burke*
CHRISTOPHER B. BURKE ENGINEERING, LTD.
DANIEL J. EVANS
ILLINOIS PROFESSIONAL LAND SURVEYOR * 3348
MY LICENSE EXPIRES: NOVEMBER 30, 2010



TITLE:

**FINAL PLAT FOR
LICK CREEK MANOR SUBDIVISION,
EXTENSION 2**

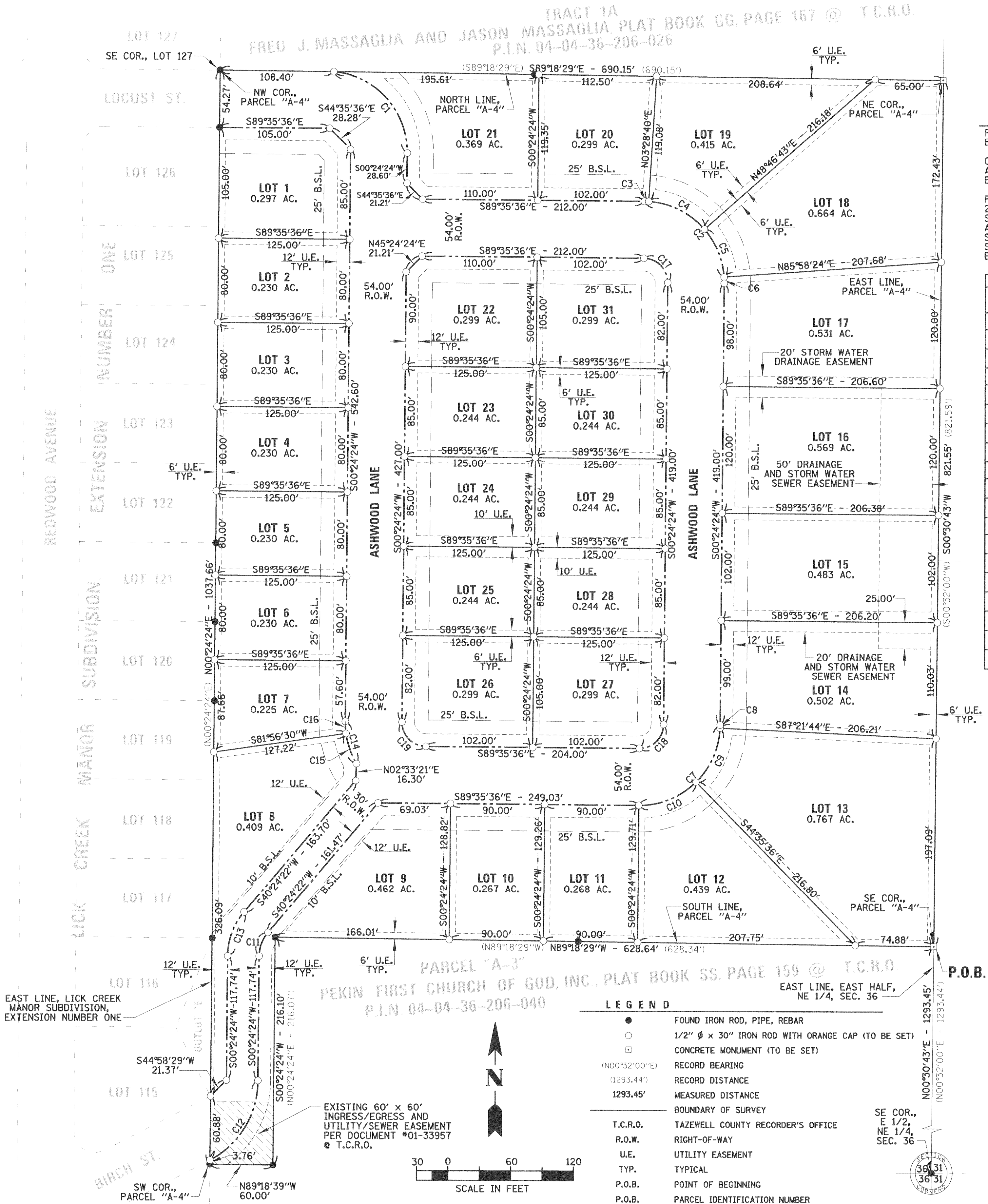
PROJECT NO.

07-433

SHEET 1 OF 1

DRAWING NO.

FP1



CHRISTOPHER B. BURKE ENGINEERING LTD.
202 NE Madison Avenue, Suite 301
Peoria, Illinois 61602
(309) 676-9000
Design Firm Registration # 184-001175

CLIENT:

ALLEN & ASSOCIATES

430 STATE STREET
PEKIN, ILLINOIS 61554

NO.	DATE	NATURE OF REVISION	CHKD.
FILE NAME	P:\07433\Survey\07433-01.fpl		
DSGN.	MAK	DJE	
DWN.	MDM	DJE	
CHKD.			
SCALE:	1" = 60'		
DATE:	5/11/2009		
PLOT DATE:	5/11/2009		



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Jurisdictional Transfer of Broadway Road – Schramm to Veterans

AGENDA DATE REQUESTED: May 26, 2009

ACTION REQUESTED: Accept jurisdictional transfer of Broadway Road from Schramm to Veterans from Tazewell County once County approves the transfer

BACKGROUND: Several years ago, the City of Pekin and Tazewell County worked together on the Broadway widening project with the understanding that once the work was completed, the City would assume control of the road since the town is expanding in that direction. Currently we share many of the maintenance duties on this portion of the road with the County so the cost impact is minimal.

Now that the work is complete, the paperwork is being processed to complete the jurisdictional transfer and record everything with IDOT for the portion of the road from Schramm thru Veterans. The final documents will be sent to IDOT once the Tazewell County board issues their resolution confirming the transfer. Our ordinance confirms that we are accepting this portion of Broadway as part of our municipal street system once the transfer is approved.

FINANCIAL IMPACT: Additional maintenance of 1 mile of 3-lane road with associated right of way.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: City assumes responsibility of one mile of roadway.

IMPACT IF DENIED: County continues maintenance until land on either side is annexed

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Hallinan 5/14/08
Date

Finance Department

Angela Evans 5-14-08
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

ORDINANCE NO. _____

***AN ORDINANCE
PROVIDING FOR THE ADDITION OF BROADWAY ROAD FROM
SCHRAMM DRIVE TO VETERANS DRIVE
TO THE MUNICIPAL STREET SYSTEM OF THE CITY OF PEKIN***

WHEREAS, the City of Pekin and the County of Tazewell under date of _____ 2009 entered into an agreement for the transfer of jurisdiction of the completed improvement of Broadway Road (FAU 6761) from Schramm Drive to Veterans Drive; and

WHEREAS, the City of Pekin has maintained or caused to be maintained in a manner satisfactory to the State of Illinois and the Federal Highway Administration, the completed improvement; and

WHEREAS, the City Council of the City of Pekin finds it to be in the best interest of the municipality to add Broadway Road from Schramm Drive to Veterans Drive to the Municipal Street System of the City of Pekin,

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

SECTION ONE: That Broadway Road from Schramm Drive to Veterans Drive is hereby designated as a street in the Municipal Street System.

SECTION TWO: That the City Clerk is directed to forward a certificate copy of this Ordinance to the State of Illinois through its Regional Engineer's office at 401 Main Street, Peoria, IL 61602, Illinois.

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 26th day of May 2009, and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this 26th day of May 2009.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Vista Grande Court Sanitary Sewer System

AGENDA DATE REQUESTED: May 26, 2009

ACTION REQUESTED: Accept the sanitary sewer system serving Vista Grande Court and Golf View sanitary sewer system as public sewer.

BACKGROUND: During the construction of the homes along Vista Grande Court and Golf View, the contractor did not install the sanitary sewer lines within the right of way. This causes issues with accessibility since the line is on private property. Because of there is no easement to maintain this system, it has been considered a private line and the responsibility belongs to the homeowners for maintenance. Now that the homeowners association has been formed and they are now having this responsibility, they requested that the City take responsibility for this system. During a meeting, I explained that certain things would be needed for this to occur and that would be that they would have to give us an easement in order to access the lines and prove that the system was in good working order and installed correctly. In addition, the City taking responsibility for the line would not include any settling problems over the lines since there was no inspection of the installation and we are aware that several residents presently have had to rework sidewalks and driveways due to settling.

They have now had the area surveyed and easements drawn up plus have had the entire line fully televised and provided the legal plat and copy of the televising. I have reviewed the televising and the line appears to be flowing as designed without split seams, blockages, or leaking manholes. This line ties into the public system at the corner of Vista Grande Court and Vista Grande Drive and other than not being installed originally within the right of way meets city specifications.

Therefore, I am recommending that this system be accepted as part of the city sewer system.

FINANCIAL IMPACT: No immediate impact since the system is fairly new.

NEIGHBORHOOD CONCERNS: No experience on maintaining a sanitary sewer system.

IMPACT IF APPROVED: Residents would be assured that work done on the system was being done by competent personnel

IMPACT IF DENIED: Residents would have to rely on someone else to maintain the system and hope that it is done correctly.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. [Signature]

5/14/09

Date

Finance Department

N/A

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

Note: Sections shown herein are shown for descriptive purposes, and pertain to this plat only.

LEGEND

- (P.O.B.) RECORD INFORMATION
- SET 1/4" WIDE ROD
- FOUND WITH ROD OR PIPE
- NOT TO SCALE
- RE SPINE, SET, OR IN NAG
- SANITARY MANHOLE

PLAT OF SURVEY

SURVEY OF SANITARY SEWER EASEMENTS, BEING IN THE AMENDED FINAL PLAT FOR LOTS 3, 4, 5, AND 6 IN SUNSET HILLS EXT. NO. 28, AND A RE-SUBDIVISION OF LOT 2 OF SUNSET HILLS EXT. NO. 28, BEING IN THE N1/4 SECTION 14, AND PART OF THE N1/4 SECTION 13, T24N, R36W OF THE 3RD P.M. TAZEWELL COUNTY, ILLINOIS.

GRAPHIC SCALE



LEGAL DESCRIPTION

10' CENTERLINE SANITARY SEWER EASEMENT

A 10' SANITARY SEWER EASEMENT ALONG AN EXISTING SANITARY SEWER BEING IN A RE-SUBDIVISION OF LOT 2 OF SUNSET HILLS EXT. NO. 28, AND AMENDED FINAL PLAT FOR LOTS 3, 4, 5, AND 6 IN SUNSET HILLS EXT. NO. 28, THE CENTERLINE FURTHER DESCRIBED AS FOLLOWS:
 COMMENCING AT AN IRON ROD BEING THE NORTHEAST CORNER OF LOT 48 IN SAID AMENDED FINAL PLAT FOR LOTS 3, 4, 5, AND 6 IN SUNSET HILLS EXT. NO. 28,
 THENCE S 88°12'07" W, ALONG THE NORTH LINE OF SAID LOT 48, 17.61 FEET TO A POINT,
 THENCE S 02°10'17" W, 2.16 FEET TO A POINT BEING THE SAID POINT OF BEGINNING 1, (P.O.B.1),
 THENCE S 02°10'17" E, ALONG SAID CENTERLINE 10' EASEMENT, 281.86 FEET TO A POINT,
 THENCE S 02°25'18" E, ALONG SAID CENTERLINE, 165.47 FEET TO A POINT,
 THENCE S 01°14'26" E, ALONG SAID CENTERLINE, 165.24 FEET TO A POINT,
 THENCE S 88°14'18" W, ALONG SAID CENTERLINE, 25.55 FEET TO A POINT BEING THE TERMINUS OF SAID EASEMENT.

LEGAL DESCRIPTION

10' CENTERLINE SANITARY SEWER EASEMENT

A 10' SANITARY SEWER EASEMENT ALONG AN EXISTING SANITARY SEWER BEING IN AMENDED FINAL PLAT FOR LOTS 3, 4, 5, AND 6 IN SUNSET HILLS EXT. NO. 28, THE CENTERLINE FURTHER DESCRIBED AS FOLLOWS:
 COMMENCING AT AN IRON ROD BEING THE NORTHWEST CORNER OF LOT 60 IN SAID AMENDED FINAL PLAT FOR LOTS 3, 4, 5, AND 6 IN SUNSET HILLS EXT. NO. 28,
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AN ARC DISTANCE OF 6.33 FEET TO A POINT,
 THENCE N 01°48'29" W, 7.67 FEET TO A POINT BEING THE POINT OF BEGINNING 2, (P.O.B.2),
 THENCE N 01°17'21" W, ALONG SAID CENTERLINE, 43.16 FEET TO A POINT,
 THENCE N 80°05'13" E, ALONG SAID CENTERLINE, 184.65 FEET TO THE TERMINUS OF SAID EASEMENT.

LEGAL DESCRIPTION

10' CENTERLINE SANITARY SEWER EASEMENT

A 10' SANITARY SEWER EASEMENT ALONG AN EXISTING SANITARY SEWER BEING IN AMENDED FINAL PLAT FOR LOTS 3, 4, 5, AND 6 IN SUNSET HILLS EXT. NO. 28, THE CENTERLINE FURTHER DESCRIBED AS FOLLOWS:
 COMMENCING AT AN IRON ROD BEING THE NORTHWEST CORNER OF LOT 60 IN SAID AMENDED FINAL PLAT FOR LOTS 3, 4, 5, AND 6 IN SUNSET HILLS EXT. NO. 28,
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AN ARC DISTANCE OF 6.33 FEET TO A POINT,
 THENCE N 01°48'29" W, 7.67 FEET TO A POINT,
 THENCE N 01°17'21" W, 43.16 FEET TO A POINT BEING THE POINT OF BEGINNING 3, (P.O.B.3),
 THENCE N 01°54'52" W, ALONG SAID CENTERLINE, 191.40 TO THE TERMINUS OF SAID EASEMENT.

STATE OF ILLINOIS, COUNTY OF TAZEWELL, SS

I, DEAN J. PETER OF SAID COUNTY, DE HEREBY CERTIFY THAT I HAVE EXAMINED THE TAX RECORDS IN MY OFFICE, AND FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS, UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED IN THE ABOVE PLAT.

COUNTY CLERK

DEPUTY CLERK

STATE OF ILLINOIS, COUNTY OF TAZEWELL, SS

I, RONALD H. KIEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, BEING OF HEREBY STATE THAT I HAVE PREPARED THE SANITARY SEWER EASEMENTS SHOWN HEREIN, BEING IN THE AMENDED FINAL PLAT FOR LOTS 3, 4, 5, AND 6 IN SUNSET HILLS EXT. NO. 28, AND A RE-SUBDIVISION OF LOT 2 OF SUNSET HILLS EXT. NO. 28, BEING IN THE N1/4 SECTION 14, AND PART OF THE N1/4 SECTION 13, T24N, R36W OF THE 3RD P.M. TAZEWELL COUNTY, ILLINOIS, IN COMPLIANCE WITH OR EXEMPTED FROM THE REQUIREMENTS APPLICABLE TO SUCH SURVEYS BY THE ALTERNATIVE RULES OF THE ILLINOIS COMPILED STATUTES FOR BOUNDARY SURVEYS, SECTION 1.02, AS AMENDED, UNKNOWN STANDARDS OF PRACTICE. I FURTHER STATE THAT THE PLAT HEREIN IS UPON A LOCAL OF ONE INCH EQUAL TO 40 FEET AND THAT IT CORRECTLY REPRESENTS SAID SURVEY, AND THAT IT IS WITHIN THE CITY LIMITS OF THE CITY OF PEORIA, AND THAT IT IS NOT WITHIN THE ELECED PLANE SHOWN ON F.000647, BOUNDARY MAP, DATED 10/5 2PM DAY OF JULY, 2006 A.D.

Ronald H. Kien
 RONALD H. KIEN, P.L.S. #035-007400
 EXPIRY ON DATE 11/30/08
 PROFESSIONAL DESIGN FIRM #754-002148



For: VISTA GRANDE HOMEOWNERS ASSOC.

KIEN LAND SURVEYING
 P.O. BOX 3, PEORIA, ILLINOIS 61603-0003
 PH 309-697-6072

Date: 8/28/08 By: R.H.K. Book:

Memo

To: Denny Kief
From: Joe Wuellner
CC: Sue McMillan & Ron Sieh
Date: May 8, 2009
Re: Utility Easement – Century Telephone

Denny,

Century Telephone needs to install a remote switch out along Sheridan Road on the old railroad property that we own. The attached drawings show what they are looking at and the size needed. What is the process to set up an easement so they can use the property? Is this something I should prepare for and present at an executive session to get input from the Council?

Some history on the area, a few years ago they installed a splice cabinet at this site (you can see that in the aerial) and were able to keep it within the ROW but this new switch needs more room that is available at this location. In addition, Darrell Schmidt said that Century Telephone prefers to get easements for their installations.

Let me know how you want to proceed with this and I will coordinate with Darrell.

Thanks,

Joe




May 6, 2009

Mr. Joe Wuellner
Public Works Director
111 S. Capitol Street
Pekin, IL 61554

RE: Easement

Dear Mr. Wuellner:

Gallatin River Communications, a CenturyTel Company would be interested in an easement to be located on the 1701 Sheridan Road. We are requesting a 20' by 20' easement for the purpose to locate a remote switch. The easement will be located in agreement with the City of Pekin, as to not interfere with the bike path etc. and to be located behind any future sidewalk projects. We will construct a concrete pad and place a remote switch, cross connect cabinet and a power pole to serve the unit. The remote switch will be fiber fed and will be another step towards providing quality service to our customers.

Construction for the site could be constructed during the summer or fall depending on approval process by all parties involved. Installation will be less than 45 working days after construction has been started.

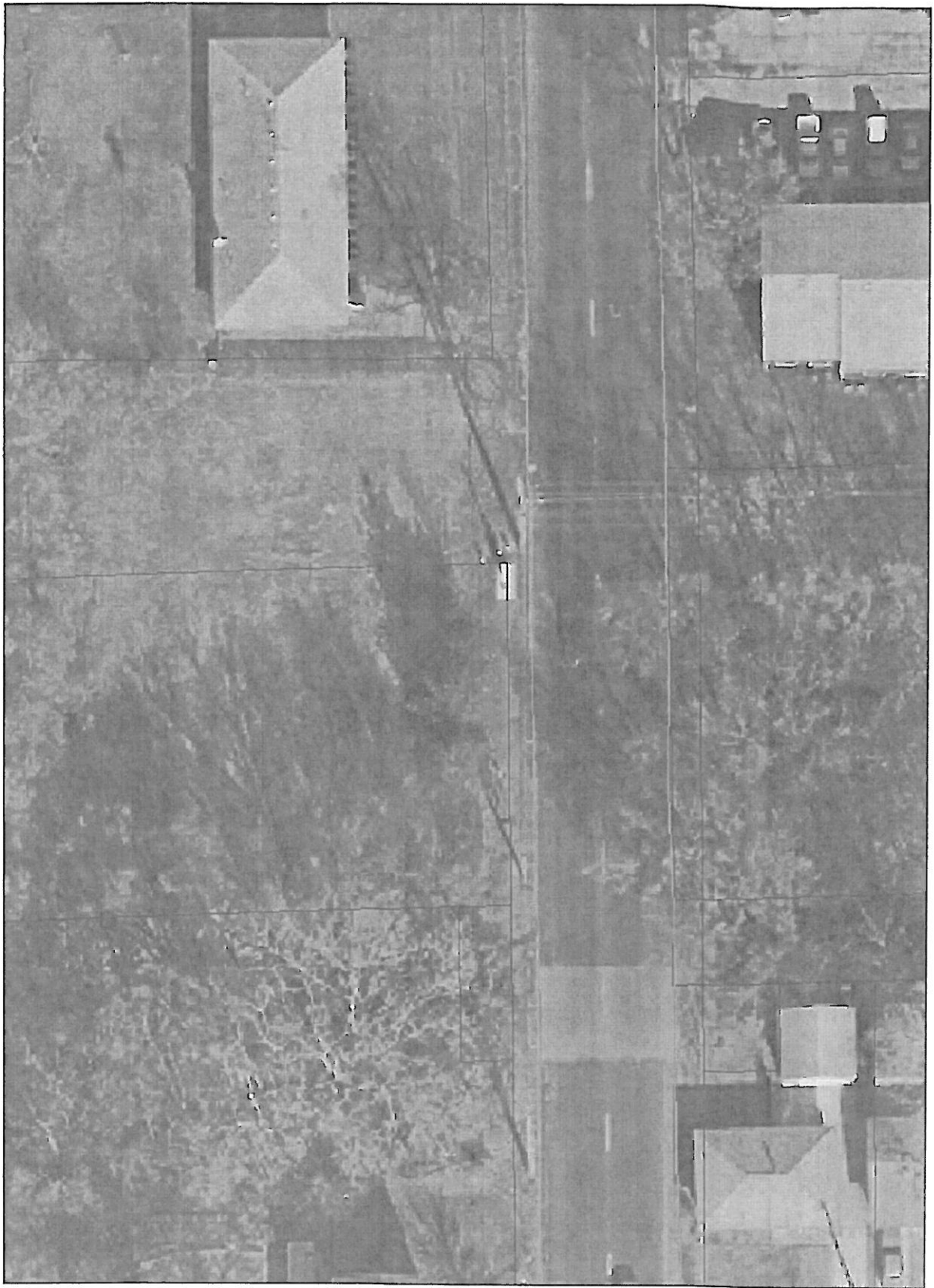
Gallatin River Communications, a CenturyTel Company will incur costs for surveying and recording the easement.

I sincerely appreciate your assistance with this project and feel free to call me at 309-477-0255 if you have any questions.

Best regards,

Darrell Schmidt
Engineer
309-477-0255 W

DS/km





REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Letter of Understanding – IDOT for Route 29

AGENDA DATE REQUESTED: May 26, 2009

ACTION REQUESTED: Concur with the Letter of Understanding

BACKGROUND: The Illinois Department of Transportation is scheduled to improve 4.0 miles of State Route 29 that run starts at Thornton Street in Pekin and ends at Main Street in South Pekin. The Letter of Understanding is a standard document that restates the limits of responsibility for the roads and intersections once the work is completed and to show that the City supports the planned work. There is no cost to the City for this work and the responsibility afterwards is a continuation of what we have now. Unlike the last project, the only direct involvement of the City is the intersections of Enterprise Drive, Hanna Drive, and VFW Road.

Work is scheduled for a bid letting on May 15, 2009 with work starting as early as mid-June. Work will involve patching, milling, and resurfacing the pavement, and performing all other work necessary to complete the improvements.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: Improve roadway surfaces on highway sections coming into town from the south.

IMPACT IF APPROVED: Planned IDOT work will proceed

IMPACT IF DENIED: Could impact work scheduled to be done on the State Highways

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Wallace

5/14/09

Date

Finance Department

N/A

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date



COUNCIL/MANAGER
GOVERNMENT

City of Pekin

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

111 SOUTH CAPITOL STREET PEKIN, ILLINOIS 61554 (309) 477-2300 FAX (309) 346-2095

TRANSMITTAL SHEET

DATE: May 12, 2009

FROM: Sue E. McMillan
City Clerk

TO: Mr. J.E. Crowe P.E.
Deputy Director of Highways
ATTN: Ken Park
District Local Roads Engineer

COMPANY: Illinois Department of Transportation
Division of Highways District 4
401 Main Street
Peoria, Illinois 61602-1111

SUBJECT: Letter No. LU-409-054
IL 29 from Thorton Ave in Pekin to Main St
In South Pekin

COMMENTS:

Enclosed is one original Letter of Understanding and Plan approval for the above Contract No. 68807 Catalog No. 033809-00D to be approved by the City Council at the regular rescheduled meeting held Tuesday 26, 2009. I have retained one original for the City of Pekin files.

cc: Joseph Wuellner Public Works Director
David Pagliaro Superintendent of Streets



CERTIFIED MAIL

Illinois Department of Transportation

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

May 8, 2009

PROJECT SUPPORT
LETTER OF UNDERSTANDING
FAP Route 656 (IL 29)
Section: (L)RS-5;(L-RS)RS-4;(11-15D)RS
IL 29 from Thorton Ave. in Pekin to
Main Street in South Pekin
Tazewell County
Contract No. 68807
Catalog No. 033809-00D
Letter No. LU-409-054

Mr. Joseph W. Wuellner
Public Works Director
City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

Dear Mr. Wuellner:

The Illinois Department of Transportation is proposing to improve approximately 3.8 miles of IL 29 from Thorton Ave. in Pekin to Main Street in South Pekin by patching, milling, and resurfacing the existing pavement, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications. This improvement will impact the facilities under your agency's jurisdiction. Local property owners will be provided access at all times.

Enterprise Drive, Hanna Drive, and VFW Road are currently under your jurisdiction. Each of these side roads will be milled and resurfaced at the approximate areas shown on Sheet 14 of the plans.

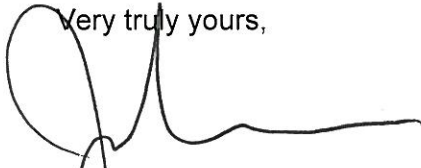
Upon completion of the improvement, the State will maintain or cause to be maintained IL 29 in its entirety. We expect the city of Pekin to continue its existing maintenance responsibilities on Enterprise Drive, Hanna Drive, and VFW Road, including snow and ice removal, up to the edge of pavement of IL 29.

I have included two (2) copies of this letter, both with my original signature. Each copy contains a space for your signature. Additionally, I have included a set of plans for your review and approval. If you concur with the conditions set forth in this Letter of Understanding, I ask that you have both copies signed, along with the plan approval, and return one copy to me by May 15, 2009. Upon receipt of these copies, we will assume the city of Pekin agrees to all terms stated herein.

Mr. Joseph W. Wuellner
RE: Letter of Understanding (LU-409-054)
May 8, 2009
Page Two

This project is tentatively scheduled for the May 15, 2009 letting. If you have any questions/comments regarding this Letter of Understanding, please contact our Agreements Unit at (309) 671-3496.

Very truly yours,



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

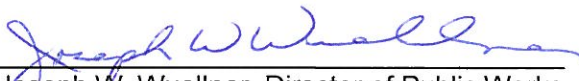
RH:kme

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Enclosure(s)

cc: Studies & Plans (M. Mohamed)
Agreements

Examined and accepted on behalf
of the city of Pekin



Joseph W. Wuellner, Director of Public Works

Date: 5/11/09

FAP Route 656 (IL 29)
State Section: (L)RS-5;(L-RS)RS-4;(11-15D)RS
Tazewell County
IL 29 from Thorton Ave. in Pekin to
Main Street in South Pekin
Agreement No. LU-409-054
Contract No. 68807
Catalog No. 033809-00D

I approve the portions of the final plans for the above-captioned project that
pertain to the city of Pekin's maintenance obligations.



Joseph W. Wuellner, Director of Public Works

5/11/09

Date

RH:kme

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REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Install Warning Light on Parkway at Coal Miners Park

AGENDA DATE REQUESTED: May 26, 2009

ACTION REQUESTED: Approve proposal from Schwartz Electric for \$5,480 to install a poles, run wire, and hang the amber flashing light over Parkway at the Coal Miners Park/crosswalk area.

BACKGROUND: With the opening of Coal Miners Park, traffic congestion in the area has increased. When the bike path was installed and a pedestrian crossing was added, pedestrians walking and on bicycles added to the traffic trying to use the facilities. Over the years, flashing pedestrian signs (compliments of FedEx) have been installed and most recently the speed limit through the area has been reduced and new additional signage installed yet there are still instances where near misses are occurring. Even with increased patrols of the location by the Police, there still seems to be an issue with awareness of the crossing. Traffic Safety has discussed this light at their last meeting and feel this will help focus more attention to the crossing area.

FINANCIAL IMPACT: \$5,480 dollars from Street funds

NEIGHBORHOOD CONCERNS: Safety of pedestrians trying to cross Parkway without being hit.

IMPACT IF APPROVED: Adds another feature to draw attention to drivers of the crossing area.

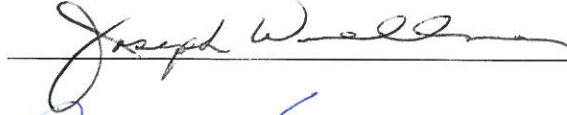
IMPACT IF DENIED: It will leave the area as is.

ALTERNATIVES: Re align the entrance to the park with Stadium Dr. and install traffic signals.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe Community

REQUIRED SIGNATURES

Department Director



5/6/09

Date

Finance Department



(Certification of Availability of Funds)

5-6-09

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

PROPOSAL

Schwartz Electric

2627 Atlantown Road

Pekin, IL 61554

(309) 347-2196

(309) 347-6460 Fax

SchwartzElectric@comcast.net

April 29, 2009

Attn: Greg Ranney	Phone: 477-2329
City of Pekin	Fax: 347-8434
1208 Koch Street	Job Name: Flashing Light
Pekin, IL 61554	Job Location: Parkway

We hereby submit specifications and estimates for:

Electrical to provide and install flashing light over crosswalk at Entrance to Coal Miners Park on Parkway Drive.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Five thousand four hundred eighty and 00/100 ————— \$ 5,480.00

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

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

Date Of Acceptance: _____ Authorized Signature: _____

Signature: _____

Michael D. Taylor / President

Signature: _____

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

**6-2-11: SEIZURE AND IMPOUNDING OF VEHICLES:
(Ord. No. 2559 06/23/08)**

6-2-11-1 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. The term "Controlled Substance" means any substance as defined and included in the schedule contained in Article II of the Illinois Controlled Substance Act (720 ILCS 5701201) and cannabis as defined in §1 of the Cannabis Control Act (720 ILCS 55011 *et seq.*)

B. The term "Drug Paraphernalia" means any equipment, product, and/or materials as defined in §2 of the Drug Paraphernalia Act (720 ILCS 600/2).

C. The term "Driving Under the Influence" means any violation as defined in § 11-501 of the Illinois Vehicle Code (625 ILCS 5/11-501).

D. The term "Driving While License, Permit or Privilege to Operate a Motor Vehicle is Suspended or Revoked" means any violation as defined in §6-303 of the Illinois Vehicle Code (625 ILCS 5/6-303).

E. The term "Hearing Officer" means a licensed attorney who is not an officer or employee of the City.

F. The term "Operation of a Motor Vehicle without a Valid Driver's License" means a violation of §6-101 of the Illinois Vehicle Code, as amended from time to time (625 ILCS 5/6-101).

G. The term "Owner of Record" means the record title holder to a motor vehicle as registered with the Secretary of State, State of Illinois.

H. The term "Unlawful Use of Weapons" means a violation of §24-1 of the Criminal Code of 1961 (720 ILCS 5124-1).

6-2-11-2 VEHICLES SUBJECT TO SEIZURE AND IMPOUNDING.

A motor vehicle shall be subject to seizure and impoundment under this Chapter where such motor vehicle is used in the any of the following:

- A. the possession or delivery of a Controlled Substance or Drug Paraphernalia;
- B. Driving Under the Influence;
- C. Driving While License, Permit or Privilege to Operate a Motor Vehicle is Suspended or Revoked;
- D. the Unlawful Use of Weapons.

6-2-11-3 SEIZURE AND IMPOUNDING OF VEHICLES.

Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this Chapter, the police officer shall cause the motor vehicle to be towed to a facility controlled by the City or its agents. When the vehicle is towed, the police officer shall notify any person identifying himself or herself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing as provided in this Chapter.

6-2-11-3-1 EXCEPTIONS

The provisions of this Section shall not apply if at the time of the offense, the vehicle was found to have been stolen and the theft was reported to the appropriate police authority within twenty-four (24) hours after the theft was, or reasonably should have been discovered, or if the vehicle is a common carrier, i.e., a taxi carrying paying passengers or bus.

6-2-11-4 POSTING OF BOND.

If a bond in the amount of Five Hundred Dollars (\$500.00) is posted with the City, the impounded vehicle will be released to the owner of record, upon the payment by the owner of record of the towing and storage costs. If a penalty is imposed for a violation of this Chapter, the bond will be forfeited to the City; provided, in the event that a violation of this Chapter is not proven, the bond will be returned to the person posting the bond. All bond money posted pursuant to this Chapter will be held by the City until the hearing officer issues a decision, or, if there is a judicial review, until the court issues its final decision.

6-2-11-5 PRELIMINARY HEARING.

Where the owner of a motor vehicle seized under the provisions of this Chapter requests a preliminary hearing within twelve (12) hours after the seizure of the motor vehicle, a hearing officer of the City must conduct a preliminary hearing within seventy-two (72) business hours after the request for preliminary hearing is received by the City; not including Saturdays, Sundays, or legal holidays. For purposes of this Section, the following shall apply:

- A. All interested persons will be given a reasonable opportunity to be heard at the preliminary hearing.
- B. The formal rules of evidence will not apply at the hearing, and hearsay testimony will be allowed, and will be admissible.
- C. If, after the conclusion of the hearing, the hearing officer determines that there is probable cause to believe that the vehicle was used as hereinabove provided in 6-2-11-2, the hearing officer shall order the continued impoundment of the vehicle, unless the owner of the vehicle posts a cash bond with the City in the amount of Five Hundred Dollars (\$500.00), plus the towing and storage costs.

D. If the hearing officer determines that there is not probable cause to believe that the vehicle was used as hereinabove provided in 6-2-11-2, the motor vehicle will be returned to the owner of record of the vehicle without any penalty or other costs, other than the towing and storage fees.

6-2-11-6 OWNER'S HEARING.

A. Notice of Hearing. Within ten (10) days of the vehicle's impoundment, the City shall notify the owner of record of the motor vehicle by certified mail, return receipt requested, and first class mail, postage prepaid, of his/her right to a full hearing before the hearing officer to determine whether the subject vehicle is eligible for impoundment; and that, in the event that the owner of record would like a hearing, he/she must file a request for such hearing in writing with the City of Pekin Police Department at 111 S. Capitol Street, Pekin IL, within fifteen (15) days of the posted date of the notice. If a written request is not received within fifteen days of mailing the notice, then the owner is defaulted and the impoundment fee will be kept by the City or if no fee posted, then the vehicle can be sold as abandoned 30 days after the default.

B. Hearing. For purposes of this Section, the following shall apply to the owner's hearing:

1. Unless continued by order of the hearing officer, the hearing shall be held within thirty (30) days after a request for hearing is received by the City of Pekin Police Department.

2. All interested persons will be given a reasonable opportunity to be heard at the preliminary hearing.

3. If, after the conclusion of the hearing, the hearing officer determines by a preponderance of the evidence that the vehicle was used as hereinabove provided in 6-2-11-2, the hearing officer shall order the continued impoundment of the vehicle until the owner of the vehicle pays to the City a penalty in the amount of Five Hundred Dollars (\$500.00), plus the towing and storage costs. The penalty shall be a debt due to the City.

4. If the owner of record fails to appear at the hearing, the hearing officer shall enter an order of default in favor of the City, which order shall require the payment to the City of an administrative penalty of Five Hundred Dollars (\$500.00).

5. If the hearing officer determines that the vehicle was not used as hereinabove provided in 6-2-11-2, the motor vehicle will be returned to the owner of record of the vehicle without any penalty or other costs, other than the cost of towing and storage; and, if a cash bond had previously been posted, the cash bond shall be returned.

6-2-11-7 UNCLAIMED VEHICLES.

If the administrative penalty and applicable towing and storage fees are not paid within thirty (30) days after the expiration of time in which administrative review of the Hearing Officer's determination may be sought, or within thirty (30) days after an action seeking administrative review has been resolved in favor of the City, whichever is applicable, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles under the Illinois Vehicle Code.

6-2-11-8 LIABILITY FOR PENALTY AND COSTS.

- A. The owner of record of a motor vehicle that is seized or impounded shall be liable to the City for a penalty of Five Hundred Dollars (\$500.00) in addition to any fees for the towing and storage of the motor vehicle.

- B. Fees for towing and storage are established by the towing company, and not by the City.

- C. A vehicle impounded pursuant to this Chapter shall remain impounded until the earlier of the following to occur:
 - 1. the penalty is paid to the City, and all towing and storage costs are paid to the towing company; and
 - 2. a bond in an amount equal to the liability of the Owner as herein provided in paragraph A. above is posted with the City and all applicable towing and storage costs are paid to the towing company; and
 - 3. the vehicle is deemed abandoned, in which case the vehicle shall be disposed of in the manner provided by law for the disposition of abandoned or unclaimed vehicles.
 - 4. Except as otherwise specifically provided by law, no owner, lienholder, or any other person shall be legally entitled to take possession of a motor vehicle impounded under this Chapter until the penalty and all towing and storage costs applicable under this Chapter have been paid in full.
 - 5. Whenever a person or other entity with a lien of record against an impounded vehicle has proof of commenced foreclosure or repossession proceedings, and also provides the City with a Hold Harmless Letter, possession of the vehicle shall be given to that lienholder upon payment of bond and all towing and storage costs.

6-2-11-9 HEARING OFFICER

The Hearing Officer shall be appointed by the City Manager. The Hearing Officer shall be an attorney licensed to practice law in the State of Illinois for a minimum of three (3) years next preceding the date of his appointment.

6-2-11-10 DECISION REVIEW

Any party aggrieved by a final decision of the Hearing Officer may appeal that decision pursuant to the provision of the Illinois Administrative Review Act (735 ILCS 5/1-101 *et seq.*)