



REGULAR COUNCIL MEETING MONDAY, MAY 23, 2011
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of Regular Council Meeting of May 9, 2011, the Regular Council Meeting of May 9, 6:00 p.m., the Special Council Meetings of May 11, 12, 13, 2011. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Fire Department April Report, Traffic Safety Committee Minutes dated May 6, 2011, Airport May Minutes.		5
7.2 Proclamation: Public Works Week May 15-21, 2011.		3
7.3 Receive and File Pekin Planning Commission Minutes Dated May 11, 2011.		5
7.4 Receive and File Pekin Planning Commission Recommendations/Hearings: a. Hearing #11-1832 Recommends approval of the Site Plan for Outdoor Sales & Storage located at 3315 Court Street. b. Hearing #11-1833 Recommends approval of the Special Use for Outdoor Sales & Storage located at 3315 Court Street. c. Hearing #11-1834 Recommends approval of the Site Plan for Auto Repair & Sales located at 201 N. Capitol Street. d. Hearing #11-1835 Recommends approval of the Special Use for Auto Repair & Sales located at 201 N. Capitol Street.	RS	1

ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 NEW BUSINESS		
8.1 Resolution No. 2–11/12 – Appointment of Council Member DESCRIPTION: The Mayor’s appointment with consent of Council to fill the vacancy due to the resignation and election of Mayor Laurie Barra. ACTION: Motion to adopt the resolution. VOTE REQUIRED	M	5
8.2 OATH OF OFFICE The Clerk to administer the Oath of Office to newly appointed Council Member.	SM	5
8.3 Special Use DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Special Use for automotive repair business and vehicle sales. Affordable Auto Repair and Sales to relocate from outgrown location on Broadway to 201 N. Capitol Street. ACTION: Motion to approve the Special Use. VOTE REQUIRED	RS	1
8.4 Site Plan DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Site Plan for automotive repair business and vehicle sales for Affordable Auto Repair at 201 N. Capitol Street. ACTION: Motion to approve the Site Plan. VOTE REQUIRED	RS	1
8.5 Special Use DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Special Use for outdoor sales and storage area. Big “R” Store to locate in former Sears Store 3315 Court Street. ACTION: Motion to approve the Special Use. VOTE REQUIRED	RS	1
8.6 Site Plan DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Site Plan for outdoor sales and storage area for Big “R” Stores at 3315 Court St. ACTION: Motion to approve the Site Plan. VOTE REQUIRED	RS	1

8.7 Agreement with Big “R” DESCRIPTION: EDAC Economic Development Advisory Commission’s recommendation to approve an agreement for terms in repayment of \$225,000 loan to new business locating in Pekin. ACTION: Motion to adopt the resolution. VOTE REQUIRED	LM	1
8.8 Ordinance No. 2639-11/12 Amending Title 6, Chapter 2, Section 12 of the Code of the City of Pekin Regarding Citation Charging Violation DESCRIPTION: Additional municipal ordinance violations available for pre-court settlement. Gives defendants option to settle and avoid court costs by making over the counter payment. (1) Failure to Inoculate an Animal 6-3-12 \$150.00 and (2) Truck off Truck Route 8-1-9 \$150.00 ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2
8.9 Ordinance No. 1462-A305-11/12 – Amending the Traffic Code of the City of Pekin 1995 Title 8, Chapter 4, Section 1.D. Regarding No Parking Schedule DESCRIPTION: Recommendation of the Traffic Safety Committee to restrict parking in the turn lanes at the intersections of Willow @ Parkway, Sheridan @ Parkway, Willow @ 14th, and Sheridan @ 14th ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2
8.10 Amendment to the Municipal Collections Systems Agreement DESCRIPTION: Amends the existing agreement with MCSI for collection of unpaid parking tickets so the City receives a larger percentage from 50% to 65% of receipts. ACTION: Motion to approve the amendment. VOTE REQUIRED	GN	2
8.11 Sanitary Sewer Repair Project – 1700 Block Valle Vista DESCRIPTION: repair of short section of sanitary sewer line that has been damaged and experiences continued problems with flow and causing settlement of the street. Proposals were requested from 4 contractors. ACTION: Motion to approve the low proposal in an amount not to exceed \$29,000 and award the contract to Illinois Civil Contractors, Inc. VOTE REQUIRED	JW	3

8.12 Vehicle Maintenance Agreement with Tazewell County Government DESCRIPTION: Tazewell County vehicles maintained by the City. The agreement is extended by two-years with the hourly mechanic rate held at \$65 per hour; parts are cost plus 28% and fuel is cost plus \$0.05/gallon. ACTION: Motion to approve the agreement. VOTE REQUIRED	JW	5
8.13 Vehicle Maintenance Agreement with Head Start DESCRIPTION: Head Start vehicles maintained by the City. The agreement is extended by two-years with the hourly mechanic rate held at \$65 per hour; parts are cost plus 28% and fuel is cost plus \$0.05/gallon. ACTION: Motion to approve the agreement. VOTE REQUIRED	JW	5
8.14 Resolution No. 3-11/12 – Annual Appointments DESCRIPTION: The Mayor’s appointments and re-appointments with Council’s consent, to several committees, boards and commission that have expired terms. ACTION: Motion to adopt the resolution. VOTE REQUIRED	M	5
9.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 9.1 Council Members 9.2 Staff 9.3 Five Minute Public Questions 9.4 Press Time		
10.0 EXECUTIVE SESSION 5 ILCS 120/2 (c) (2) Collective Bargaining.	CM	5
11.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

CM	Council Members	JW	Public Works Director Joe Wuellner
M	Mayor Laurie Barra	RS	Code Enforcement Officer Ron Sieh
GN	Police Chief Greg Nelson	LM	Economic Development Director
SM	City Clerk Sue McMillan	FM	City Manager Frank Mackaman

Column 2 Key:

1 A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

2 A Safe Community. To protect community life and property by providing effective, principled police and fire services.

3 A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

4 A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

5 An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

**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 9, 2011 AT 5:30 O'CLOCK P.M.**

RUSTY L. DUNN, MAYOR PRESIDING

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

ABSENT: NONE

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

Roll was called and all Council Members were present.

AGENDA

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

MINUTES

Motion by Council Member Strand, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of April 25, 2011 be approved as written.** On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Strand, seconded by Council Member Kortkamp, that the **CONSENT AGENDA be approved as presented.** Mayor Dunn presented the following for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Liquor Commission unapproved minutes dated April 28, 2011.
7.2 Receive and File Illinois Secretary of State Certificate of official 2010 Decennial Census figure 34,094

On roll call vote, all present voted Aye.

NEW BUSINESS

Motion by Council Member Blanchard, seconded by Council Member Barra, that the **low bid in the amount of \$346,290.59 for PEKIN AIRPORT EAST RAMP REHABILITATION PROJECT be accepted and the contract awarded to R.A. Cullinan & Son.** Public Works Director Joseph Wuellner advised the Council that two bids were received for the mill and resurfacing of the general aviation ramp from 2 Years entitlement funding. The bid was below estimate. The funding would be 95% federal and 5% city/state split, estimated at \$10,000.00 Pekin's share. On roll call vote all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Strand, that the **AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT #1 PHASE 2 IMPROVEMENTS, be approved.** Mr. Wuellner requested Council's approval to amend the Farnsworth Group design contract to incorporate language concerning Discrimination and Disadvantaged Business Enterprises as required to receive financial assistance from IEPA. Council was advised that there was no cost for the change. On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Kortkamp, that the **RESIGNATION OF LAURIE BARRA AS COUNCIL MEMBER be accepted.** Council Member Barra formally presented her resignation and relinquished her seat to be sworn in as Mayor. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard encouraged those people seeking employment to attend a Job Fair for 30 positions that would be held Saturday May 14, 2011 from 8:00 a.m. – noon at the Marine Corps League.

Council Member Barra thanked Mayor Dunn, Council Member Kortkamp and Council Member Strand who would be leaving office. She stated the highest honor a person can give to the community was to be a public servant and felt each had been successful in their endeavor.

Council Member Kortkamp thanked her family in attendance for their support during her term in office, the staff for the job they do, the managers for the coordination of staff and council. She encouraged citizens to stay involved and noted the different perspective that females could give to service in government. She noted it was unique for the City that three women served at once on the Council. She wished the community continued prosperity.

Council Member Strand expressed appreciation to the Council and staff. She recognized Clerk Sue McMillan for her job in preparing the Council with materials to look good at the meetings. She thanked Mayor Dunn for serving after the death of Mayor David Tebben and felt in a difficult situation an excellent job was done. She hoped the voters that elected her were satisfied with her representation on the Council.

Council Member Abel stated he would miss the three members leaving. He felt each contributed well to the Council and that Mayor Dunn was a professional representative to the City locally and regionally.

Council Member Schmidgall expressed appreciation to out going members for serving on the Council.

Mayor Dunn felt each member leaving wanted to do something positive and move things forward. He said it was a privilege and an honor to have served the community the last four years. He extended his best wishes to the newly elected Mayor and felt under her leadership the Council would continue to move forward.

Public Works Director Joseph Wuellner told Council of the success of the weekend Spruce Up Pekin event and expressed appreciation to all that helped.

Interim City Manager Frank Mackaman thanked the Council Member for their selflessness in serving and informed them that the staff backed up the sentiment with gifts. Council Members Strand and Barra were presented the City Flag in an appropriate display box. Mayor Rusty Dunn was given an engraved over-sized ceremonial gavel noting his years of service to the City.

Police Chief Greg Nelson announced a fundraising basketball tournament between 8 agencies on Saturday, May 14, 2011 beginning 8:30 a.m. at Pekin Community High School. The competition would include fire, police, deputy sheriffs to raise funds for Special Olympics.

George Ohnemus 1417 Willow Street addressed the Council regarding concerns he had on matters of replacing a traffic sign at 11th and Margaret, time limit for public input at Council meetings, bid contract not properly issued, and the Mayor's appointment other than a person who runs for office.

No further business to come before the Council, motion by Council Member Kortkamp, seconded by Council Member Strand that **THIS COUNCIL ADJOURN SINE DIE**. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED SINE DIE AT 5:50 P.M.

Sue E. McMillan
City Clerk

ADMINISTERING THE OATHS OF OFFICE

Husband and Notary Bob Barra administered the Oath of Office to newly elected Mayor Laurie L. Barra.

City Clerk Sue E. McMillan administered the Oath of Office to the following newly elected Council Members:

Council Member John E. Neumann
Council Member Cody Hendricks

**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 9, 2011 AT 6:00 O'CLOCK P.M.**

LAURIE L. BARRA, MAYOR PRESIDING

**PRESENT: COUNCIL MEMBERS, ABEL, SCHMIDGALL, BLANCHARD, NEUMANN,
HENDRICKS, AND BARRA**

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor Laurie L. Barra assisted by her grandchildren Maddison, Cameron, And Brayden.

Roll was called and all Council Members were present.

AGENDA

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

NEW BUSINESS

RESOLUTION NO. 1-11/12

APPOINTMENT OF A MAYOR PRO TEM AND ALTERNATE

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that Resolution No. 1-11/12 be adopted. 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 John Abel

1st Alternate Council Member Chad Schmidgall

On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard congratulated Mayor Barra in winning the municipal election and expressed appreciation in running a clean campaign. He welcomed the new members.

Council Member Neumann thanked those that elected him and pledged to represent all of Pekin. He stated he would research issues that came before the Council and then make decision on what was best for the City and not what may be best for special interest groups. He noted he was open to all communication. When contacted by e-mail he requested that the sender's name and phone number be placed in the subject line in order for him to answer them personally by phone.

Council Member Hendricks also thanked the public for their support in the election. He stated he was looking forward to serving on the Council. He would respond to constituents and could be reached by phone with all ideas or concerns.

Council Member Abel thanked the community for the confidence they had in him and for re-electing him for his second term on Council. He spoke of the work that the new Council would be pursuing in their initial week in hiring a new city manager.

Council Member Schmidgall congratulated all members of the new Council.

Mayor Barra thanked her family for their support. She expressed appreciation to the voters for allowing her to serve as mayor. She stated she was humbled and looked forward to begin work with the new administration. She announced that the new Council would hit the ground running by setting up Special Executive Session Meetings during the end of the week to interview candidates for the city manager position.

Eva Arnold, 1008 Cambridge Court, addressed the Council regarding severe flooding of the street every time it rains, putting home, autos and properties at risk for water damage, mold, health hazards, and physical harm. She submitted for the record a petition to stop the flooding of the neighborhood streets at the intersections of Oxford, Cambridge Court, and Shire Avenue. The petition of the neighbors requested the City of Pekin to permanently fix the problems with drainage and sewer systems.

No further business to come before the Council, Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 6:10 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD AT THE DIRKSEN CONGRESSIONAL CENTER
2815 BROADWAY ROAD
ON WEDNESDAY, MAY 11, 2011 AT 5:00 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, SCHMIDGALL, BLANCHARD, NEUMANN,
HENDRICKS, AND BARRA**

ABSENT: NONE

Mayor Barra called the meeting to order at 5:05 p.m.

Roll was called and all Council Members were present.

AGENDA

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

BUSINESS TO COME BEFORE THE COUNCIL

Council set special meetings to fill the position of City Manager to be held on May 11, 12, 13 and possibility posted for Monday, May 16, 2011. Notice was properly posted and Council received notice of the special meetings on May 6, 2011.

Council discussed the flow and procedures for the interview process for the first candidate.

EXECUTIVE SESSION

5 ILCS 120/2 (c) (3). THE SELECTION OF A PERSON TO FILL A PUBLIC OFFICE.

Motion by Council Member Schmidgall, seconded by Council Member Neumann, that the Council move to Executive Session at 5:15 P.M. to discuss **5 ILCS 120/2 (c) (3).** The selection of a person to fill a public office in the position of City Manager. On roll call vote all present voted Aye.

No further business to come before the Council, Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 7:35 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD AT THE DIRKSEN CONGRESSIONAL CENTER
2815 BROADWAY ROAD
ON THURSDAY, MAY 12, 2011 AT 2:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, NEUMANN, HENDRICKS, AND
BARRA**

ABSENT: SCHMIDGALL

Mayor Barra called the meeting to order at 2:45 p.m.

Roll was called and all Council Members were present except Council Member Schmidgall. Council Member Schmidgall entered the meeting at 5:15 p.m.

AGENDA

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

BUSINESS TO COME BEFORE THE COUNCIL

Council set special meetings to fill the position of City Manager to be held on May 11, 12, 13 and possibility posted for Monday, May 16, 2011. Notice was properly posted and Council received notice of the special meetings on May 6, 2011.

Council discussed the flow and procedures for the interview process for the second and third candidates.

EXECUTIVE SESSION

5 ILCS 120/2 (C) (3). THE SELECTION OF A PERSON TO FILL A PUBLIC OFFICE

Motion by Council Member Abel, seconded by Council Member Hendricks, that the Council move to Executive Session at 3:00 P.M. to discuss 5 ILCS 120/2 (c) (3). The selection of a person to fill a public office in the position of City Manager. On roll call vote all present voted Aye.

Motion by Council Member Neumann, seconded by Council Member Schmidgall that Council adjourn. Approved by viva voce vote.

No further business to come before the Council, Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 7:40 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD AT THE DIRKSEN CONGRESSIONAL CENTER
2815 BROADWAY ROAD
ON FRIDAY, MAY 13, 2011 AT 2:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, NEUMANN, HENDRICKS,
SCHMIDGALL, AND BARRA**

ABSENT: NONE

Mayor Barra called the meeting to order at 2:45 p.m.

Roll was called and all Council Members were present.

AGENDA

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

BUSINESS TO COME BEFORE THE COUNCIL

Council set special meetings to fill the position of City Manager to be held on May 11, 12, 13 and possibility posted for Monday, May 16, 2011. Notice was properly posted and Council received notice of the special meetings on May 6, 2011.

Council discussed the flow and procedures for the interview process for the fourth and fifth candidates.

EXECUTIVE SESSION

5 ILCS 120/2 (C) (3). THE SELECTION OF A PERSON TO FILL A PUBLIC OFFICE

Motion by Council Member Neumann, seconded by Council Member Abel, that the Council move to Executive Session at 3:00 P.M. to discuss 5 ILCS 120/2 (c) (3). The selection of a person to fill a public office in the position of City Manager and the selection of a person to fill the vacancy on the Council.

Motion by Council Member Schmidgall, seconded by Council Member Neumann that Council adjourn. Approved by viva voce vote.

No further business to come before the Council the meeting adjourned in open session.

COUNCIL ADJOURNED AT 7:50 P.M.

Sue E. McMillan
City Clerk

May 3, 2011

Mr. Frank Mackaman
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Mackaman,

I hereby submit to you the Pekin Fire Department April 2011 report, plus a summary of March 2011.

Kurt Nelson
Fire Chief
City of Pekin Fire Department

During the month of April 2011, the Pekin Fire Department responded to 326 calls, total dollar loss was \$114,500.00.

During the month of April 2011, (approximately 76.99%) were emergency medical calls, 75 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

During the month of March 2011, the Pekin Fire Department responded to 352 calls, total dollar loss was \$25,300.00.

During the month of March 2011, (approximately 75.00%) were emergency medical calls, 87 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

On April 7, 2011 Fire Fighters were called to a residence for a large tree that fell on the house causing roof and some structural damage at 911 Winter Street. Upon arrival found a large hackberry tree laying on the house with limbs protruding through the roof and into the attic spaces. We took out a fuse from the electrical box that killed the power upstairs where the damage was. The city was notified since the tree was on city property. The Street Department contacted a tree service to get the tree off of the house and cut up. We cleared as the Street Department stood by. Total dollar loss was \$5,000.00.

On April 11, 2011 Fire Fighters were called for a fire in the paint booth at 113 Sapp Street. E3 arrived on scene and assumed command, light smoke showing in the building at 115 Sapp Street through an open garage door. Structure was wood frame construction with metal cladding inside and out, used for processing and restoration of fire damaged property. Manager Jason Fletcher met with command and advised that there was a fire in the paint booth; he believed it was out after using a 101b ABC dry chemical extinguisher.

Employees were using multiple fans in a negative ventilation set up; these were shut off shortly after arrival. Paint booth was located on the second story in the north east corner of the structure. Tower 3 went to investigate with a 3 man crew using TIC and extinguisher. Upon investigation flames were present and a handline was advanced to the second story at 13:10. F3 arrived on scene and established safety and accountability. The manager was requested to turn off power to the building, and gas was shut off by fire department personnel. E2 stretched a supply line from a hydrant at Sapp and Herget, but did not charge it. L1 was set up to the roof incase needed. CILCO was requested to disconnect and isolate power to 113, 115, and 117 Sapp Street, after live electrical wires were found inside the fire area. Fire appeared to have started on the work bench in the north east corner of the paint room and extended up into the attic above. Crews had difficulty reaching fire in the attic due to metal cladding. PPV fan was used with little effect, d/t size of garage opening, to attempt to ventilate the building. Fire was fully extinguished by 13:41 and approximately $\frac{3}{4}$ of E3's tank water was used. After talking with the manager it was determined that an employee left the work area around 11:30 and the fire was discovered around 12:45. The employee had been staining using wiping stain and mineral spirits. F2 conducted investigation. F2 also advised manager of proper storage of solvent soaked rags and misuse of extension cords found. City Inspector Ron Seih visited the structure and advised he would follow up with reinspection. Total dollar loss was \$27,500.00.

On April 13, 2011 Fire Fighters responded to a fire in the upstairs north apartment at 1833 Vienna Court. Upon arrival found 13 unit building, 2 story wood-frame structure with a partial brick façade. Three apartments in the involved section of the building were being remodeled and were vacant.

Fire 3 and Ladder 1 were first to arrive and viewed light gray smoke venting from an upstairs screened window. Ladder 1's crew entered the front doorway, accessed the 2nd floor apartments from a common stairwell, and searched for the seat of the fire. Smoke hampered visibility, and firefighters later commented that they felt little heat. Rescue 2's crew entered to assist and other responding crew's rotated entry. Fire was found in the laundry room area of apartment #3 and was quickly extinguished. A positive pressure fan was used to ventilate.

Point of origin was the laundry room wall stud cavity where water pipes were located. Plumbers had been welding pipe joints earlier in the day. Cause was believed to be from the heat of hot solder contacting insulation behind the wall and smoldering for several hours or from the soldering torch flame contacting insulation and smoldering. A 2x6" wall stud between apartments #3 and #1 was deeply charred. The fire burned through the common wall. Total dollar loss was \$10,000.00.

On April 15, 2011 Fire Fighter responded to a car vs. a building at 3295 Court Street. Upon arrival there was a car that had run into the building. The driver was not hurt. The car hit a building and was in the building up to behind the back doors. We removed the victim from the car and then we removed the car from the building. Total dollar loss was \$10,000.00.

On April 19, 2011 Fire Fighters responded to a car that drove into Urgent Care building at PMH at 600 S. 13th Street. Upon arrival found a car had jumped the parking block and curb and had broken out a window of the hospital. AMT provided all patient care while we checked for damage to the building. The window sell and surrounding brick had minor damage. The glass had been broken out. Total dollar loss was \$\$2,000.00.

On April 22, 2011 Fire Fighters responded to a structure fire at 210 N. Parkway Drive. Upon arrival found flames through the roof on the B side. Interior attack was made with two 1 ¾ inch lines in apartment B. Fire was contained to the attic area of the duplex. Upon entry and search of apartment B, it was noted that there was a fire in the fireplace. Fire appeared have started in the attic area around the chimney. Total dollar loss was \$55,000.00.

On April 22, 2011 Fire Fighters responded to an MVA. Upon arrival AMT was on scene and provided all patient care. The car had hit a fire hydrant knocking it off the stem. The water company was notified and the hydrant was called in as out of order. Total dollar loss was \$5,000.00.

Total calls for the month of April were 326 and are as follows:

Fires	5
Rescue and EMS	251
Hazardous Conditions	8
Other types of calls	62

Total dollar loss for the month of April was \$114,500.00.

Total calls for the month of March were 352 and are as follows:

Fires	7
Rescue and EMS	264
Hazardous Conditions	7
Other types of calls	74

Total dollar loss for the month of March was \$25,300.00.

This is a brief overview of April 3011 and March 2011' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Kurt R. Nelson
Fire Chief
Pekin Fire Department

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
MAY 6, 2011 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Greg Nelson, Kurt Nelson, Frank Mackaman, Bob Shaw, Will Taylor, Tim Gillespie.
Also present: Lee Ann Wrhel.

Frank made a motion to approve the minutes of the April minutes. Seconded by Tim. All favor.

Old Business:

1. *Audubon Drive*

The committee has received requests from citizens with concerns about the safety of the curve and dip in the road on Audubon Drive.

Widening the road in that location is not an option, lane striping is painted on the curve but it is faint. Tim made a motion to repaint the stripe to make it more visible. Kurt seconded the motion. All in favor.

2. *Marigold Estates – Stop Sign Requests*

Angela Sales, 2404 Arlington Circle (219-2668) and Jim Moore, 2501 Plymouth (347-8804) voiced their support for the request made by the Marigold Estates homeowners association for the stop sign requests on Arlington Circle at Maryland Ct. and the intersection of Tharp Street and Plymouth.

Stop signs are already in place on Maryland Ct. and on Plymouth. Will made a motion that before considering additional stop signs, to put the speed spy in place on Arlington Circle to monitor traffic. Frank seconded the motion. All in favor.

New Business:

1. *Handicapped Parking in Residential Areas*

A citizen made a request for consideration of allowing health care providers to park in handicapped parking spots in residential areas when they are at the home to care for the handicapped person.

It was decided to not make exceptions to the rules in place for handicapped parking spaces. Frank made a motion for no action on this matter. Kurt seconded the motion. All in favor.

2. *Alley next to YWCA*

Brenda Long, Director of the Child Care Center at the YWCA came to the meeting to voice their concerns with the safety of the children crossing the alley to get to their state regulated playground for school age children. This alley has more traffic than normal for an alley. It is also a paved alley. The teachers do

**Pekin Airport Commission
May 11, 2011
Agenda**

Open Meeting: Chairman Bob Ehrich

**Bill Baker
Murray Brian
Mike Reed
Rick Woldow**

Lori Justus – Secretary

Mike Guerra – Absent

Bob Ehrich announced that his term as Chairman expired and the Commission would need to vote on a replacement. Murray Brian recommended Ric Woldow for the position as he has a two year term left and the other Commission members were all in favor; Ric accepted. Bob Ehrich turned the Chair over to Ric. Mr. Ehrich also resigned from the board; his resignation resulted in a vacancy on the board.

Special Reports:

Mike Guerra was not present but sent the following information; copies were passed out and items discussed:

- 1. Fuel pump updates:** Mike is still trying to get a hold of IDA to see if we can use programming money for the fuel pumps.
- 2. Maintenance issues:** The sinks in the bathrooms have been replaced with new ones with countertops and the leaking toilets have been fixed as well as the leaking waterline in the 24 hr. restroom. The Byerly signs over the entrance doors were removed and the hole by the South entrance gate was filled. Mike is going to wait until he hears about the renaming of terminal before hanging the new signs back up. If nothing has come of it by mid June Mike will try to get the signs back up with at least the Pekin Airport name on them and is looking into what can be done with the large Pekin Airport sign over hanger

A. Mike plans to incorporate painting the hanger centerlines and the parking lot lines along with the repainting of the taxi centerline on the East Ramp after the project is done; therefore it will probably be mid July. The bump in the ramp in front of Hanger 16 has been recorded and CMT has been notified; they are working with there subcontractor to find a solution.

- 3. East Apron Project** – The project was let April 29th, and the winning bid came in under the estimate so that is good news. This project is still on target to start shortly after the Fly-in/Cruise-in.

After discussing the above items the Commission has the following questions or requests:

- Item 2. Can the waste department haul away the debris left over from removal of the exhaust fan during last construction when they do the next regular pick up?**

Will center lines be painted in front of the large private hangars too?

- Item 3. Can Mike Guerra email plans to all Commission members for fuel access during East ramp construction?**

Can we make sure to have full tanks of fuel available before the construction begins?

Can the project be modified to replace the pavement areas that were taken out during the last project behind Murray Brian's hangar and the area between hangar E and the Lindstrom hangar? Both areas are a muddy mess and do not have drainage.

Murray Brian made a motion that pavement be replaced regardless if it is added to the East Ramp project or not, Mike Reed seconded the motion. All Commission members were in favor.

Approved minutes from prior meeting.

passing in the turn lane when a motorist is turning right into Hickory Hills subdivision. He would like additional signage "no passing in turn lane".

Greg brought this item to the committee, as he has received a number of requests to increase the speed limit on Broadway. He distributed handouts to support his proposal, illustrating 45 mph speed limits on similar streets in Morton, East Peoria, Peoria Heights and Peoria. After discussion of this item, Tim made a motion to table this item and further discuss it at the June meeting. Frank seconded the motion. All in favor.

Around the Table

Frank requested that the speed limit on Veteran's Drive be addressed at the June meeting.

Kurt asked for clarification of the parameters for RV's parked on streets. They must be at least 30 feet away from a stop sign, pop-outs cannot be out and they can be parked on residential streets for no longer than 72 hours.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JUNE 3, 2011 @ 8:30 A.M.

supervise the children as they cross. This matter has also been brought to their attention by their insurance carrier. They don't have a specific idea in mind, just looking for a way to slow down traffic in the alley.

The city no longer installs "Children at Play" signs. This is a unique situation with a visibility issue and an alley with heavier than normal traffic. Frank made a motion to stripe the alley as a crosswalk and put up a sign indicating that children cross there. Tim seconded. All in favor.

3. *Willow Street Parking @ Parkway Drive*

The committee received correspondence from a citizen and this was brought up by another citizen at the last City Council meeting. This intersection as well as eastbound Sheridan @ Parkway, Willow @ 14th Street and Sheridan @ 14th Street have had turn lanes added without widening the street. When vehicles park in these areas, they block the driving lane. Kurt made a motion to make a recommendation to City Council to restrict parking in these locations the length of the turn lanes. Will seconded the motion. All in favor.

4. *Traffic at New Park District Sports Complex*

Shirley Reed, 1510 Bacon Street (267-9966) and Irma May, 1514 Southmoor (840-0508) addressed the committee with concerns about traffic control at the entrances/exits to the new park district sports complex being developed at the corner of Koch/S. 5th. They have spoken with Mr. Blackwell of Pekin Park District and were informed that the main entrances/exits will be on Koch Street. Ms. May also requested a "no-thru traffic" sign on Southmoor.

After discussion of this topic, Tim made a motion to take no action at this time, monitor and review the traffic flow when the complex is in use. Frank seconded the motion. All in favor.

5. *Stop Sign Request – S. 10th & Oxford*

Carol Monks 1006 S. 10th Street (613-6922) attended the meeting to share her concerns with the speed of traffic on S. 10th St. where it intersects with Oxford. Currently, the speed trailer is in that location monitoring traffic.

It was discussed that S.10th Street is designated as a through street. Stop signs are not used to control speed. Will made a motion to leave the area as is. Tim seconded the motion. All in favor.

6. *3-Way Stop – S. 18th @ James*

This request has been brought up in the past. Kurt made a motion to make a recommendation to City Council for a 3-way stop by placing a stop sign on northbound S. 18th Street on the south side of the cul-de-sac and southbound S. 18th Street at James. Will seconded the motion. All in favor.

7. *Broadway Speed Limit*

Bernie Gobbel, 208 Dogwood (346-9573) addressed the committee to share his thoughts on leaving the speed limit on Broadway at 35 mph and only increase it beyond the Social Security office. He has discussed this with the committee in the past and also has addressed the City Council on this subject in the past. He stated that he is open to compromise. He is also concerned with vehicles

Old Business:

1. **Discuss updated code for the Airport Commission:**
Deferred until the next meeting when Mike Guerra or City Representative is present.
2. **Discuss budget – would like detail on what equipment and equipment repairs is on page #2 of the 2012 Budget, what is included in the miscellaneous receipts in revenue page #1, and the miscellaneous line item.**

Would like basic explanation of each line item on budget and what is included in each.

3. **Discuss recommendations for Mark Reecy's lease extension:**
Deferred until Mark Reecy sends information.

New Business:

1. **Ric Woldow proposed changing the meeting time and day to the third Tuesday of the month at 3:00 PM; Murray Brian made a motion to change the meeting to the third Tuesday at 3:00 PM, Bill Baker seconded. All Commission members voted in favor of the change. Ric asked that the City be notified so they can update the City web-site with the change.**

Wings & Wheels update – Bill Baker:

The Civil Air Patrol will help direct aircraft traffic & the Pekin Explorer's will help with vehicle parking.

Don Barth reported that Vicki Pfiefer has all needed permits for the beer tent.

Leigh Ann of the Kiwanis Club has 3 griddles lined up for the Pancake Breakfast.

Lori Justus said that we should keep the Terminal locked during the event because the restrooms have low water pressure and wouldn't function well with heavy usage, also will have the band using electrical in the conference room and be set up outside of the door so we wouldn't want people coming through that way, and mainly need it closed so Matt can hear the Unicom. Further discussed using the Unicom as an uncontrolled airport and need

to be available during the event to give wind direction and runway in use. Mike Reed said that we can't act as a control tower and the pilots are responsible for their landing. Bill Baker said that he was able to clear some of the tie-downs that had been covered up on the west end and asked if the City would want to uncover the rest. Lori Justus said that had been discussed at a prior meeting and Mike Guerra said that it was okay to clean them off it would not damage the existing pavement. Bill said that he would do it himself or get volunteers. Bob Ehrich will contact Kenny Crawford about the Kreigsmann Video.

Murray Brian asked if the leases were all current and insurance policies on file. Lori Justus said it had not been done yet waiting on language and approval from the City. Murray asked that it be put back on old business for next meeting.

Murray Brian questioned item on the Farm Lease in Paragraph 11B stating the Tenant (Farmer) could lease the land to the US government. The language needs to be changed or clarified by the City Attorney.

Ric Woldow asked that the Div. of Aeronautics be notified of Airport Commission Members name and position changes, Lori said she will ask Joe Wuellner who does the notification.

Lori Justus gave fuel reports: See page 6
Commission members asked why the fuel report Lori gave for the Fiscal Year doesn't match the amount on the budget. Lori said that she would double check the Fuelmaster Report to check for errors. Ric Woldow asked Lori to talk to Joe and try to find out what causes the difference.

Meeting adjourned at 4:26

Next Meeting: June 21, 2011 3:00PM

Fuel sales since last meeting:

<u>Fuel</u>	<u>Transactions</u>	<u>Gallons</u>	<u>Total cost</u>
Jet A	9	1,459.90	\$ 6,577.95
100LL	<u>54</u>	<u>1,530.60</u>	<u>\$ 7,113.70</u>
Total	63	2,990.50	\$13,691.65

Fuel sales last year at same time:

<u>Fuel</u>	<u>Transactions</u>	<u>Gallons</u>	<u>Total cost</u>
Jet A	18	2,335.50	\$ 7,823.93
100LL	<u>62</u>	<u>1,737.90</u>	<u>\$ 6,934.22</u>
Total	80	4,073.40	\$14,758.15

Sold 875.10 gallons more Jet A last year during same time, made \$1,245.98 more.

Sold 207.30 gallons more 100LL last year but made \$179.48 more this year.

Total fuel sales fiscal year from May 1, 2010 to April 30, 2011:

	<u>Transactions</u>	<u>Gallons</u>	<u>Total cost</u>
Jet A	143	12,040.40	\$ 43,288.67
100LL	<u>567</u>	<u>13,842.30</u>	<u>\$ 59,522.68</u>
	710	\$25,882.70	\$ 102,811.34



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; and,

WHEREAS, this year marks the 51st Anniversary of National Public Works Week, sponsored by the American Public Works Association:

THEREFORE, I, Pat Quinn, Governor of the State of Illinois, do hereby proclaim May 15-21, 2011 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 SIXTH *day of* APRIL, *in*
the Year of Our Lord two thousand and
ELEVEN, *and of the State of Illinois*
the one hundred and NINETY-THIRD

Deese White
SECRETARY OF STATE

Pat Quinn
GOVERNOR

Pekin Planning Commission Minutes
May 11, 2011

Present:

Dick Cohenour
Jim Bradshaw
Don Hild
Bill Craig, Chairman
Steve Huey
Steve Thompson
Jim Jones

Absent:

Ron Knautz
Daryl Dagit

Chairman, Bill Craig led the pledge of allegiance.

Chairman, Bill Craig introduced the new commission member Steve Thompson.

Steve Thompson gave a brief description of his experience.

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

Staff Present: Ron Sieh and Attorney Sue Bosich

Chairman, Bill Craig asked for the approval of the Agenda.

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

Chairman, Bill Craig asked for the Approval of the April 13, 2011 minutes.

MOTION by Steve Huey, Seconded by Don Hild to Approve the April 13, 2011 minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

April 25, 2011 Council Meeting:

Received and filed the minutes from the April 13, 2011 meeting.

Approved the following recommendations for Hearings:

Hearing #11-1830 & 11-1831 / To Approve the Site Plan and Special Use for an Outdoor Sales Flea Market at 229 Washington Street.

PPC Correspondence: No Correspondence

Application #1: Big R, Michael Ishmiel, Facility Manager

Hearing #1 (11-1832 & 11-1833): Site Plan and Special Use for Outdoor Sales and Storage located at 3315 Court Street with the Legal Description as described in Exhibit "A" and PIN #11-11-07-107-003 in Tazewell County, Illinois.

Open Public Hearing: 6:34pm

Michael Ishmiel, Facility Manager for Big R from Gillman, IL gave a brief description

of his case and remained for questions. He stated there will be one 75 x 200 Farm Item storage area and a 28 x 17 Propane sales and refill area.

Close Public Hearing: 6:37pm

Site Plan Review Committee:
Don Hild, Chairman

Don Hild stated there was no committee meeting and turned it over to the Pekin Planning Commission.

Don Hild questioned if there was still the required amount of parking with the exclusion of the front corner two acres.

Ron Sieh confirmed parking requirements are still met with the exclusion of the front two acres.

Steve Thompson asked if all permits have been obtained from the State Fire Marshalls Office for the propane storage area.

Ron Sieh confirmed that all of the proper paperwork was received by email from the State Fire Marshall on Friday.

Motion by Don Hild, seconded by Jim Jones to Approve the Site Plan as presented. On Roll Call Vote. All Present Voted **AYE. Motion Approved.**

Special Use Review Committee:
Steve Huey, Chairman

Steve Huey stated there was no committee meeting and turned it over to the Pekin Planning Commission.

Dick Cohenour asked for an explanation for Outdoor Sales.

Michael Ishmiel stated it was basically for the Propane sales and the other Farm items in storage outside.

Motion by Steve Huey, seconded by Jim Bradshaw to Approve the Special Use for Outdoor Sales and Storage. On Roll Call Vote. All Present Voted **AYE. Motion Approved.**

Application #2: Affordable Auto Repair and Sales, Sarah & Courtney Tracy and Janet Homerin

Hearing #2 (11-1834 & 11-1835): Site Plan and Special Use for Auto Repair and Sales located at 201 N Capitol Street with the Legal Description of Original Town SE ¼ Sec 34 Lots 9,10,11,12 and 13 Block 49 and PIN #04-04-34-420-006 in Tazewell County, Illinois.

Open Public Hearing: 6:41pm

Sarah Tracy, 2025 Windsor, Co-Owner of Business stated her case and remained for questions.

Close Public Hearing: 6:43pm

Site Plan Review Committee:

Don Hild, Chairman

Don Hild stated there was no committee meeting and turned it over to the Pekin Planning Commission.

Dick Cohenour questioned how far back the facility set from the road.

Sarah Tracy shared that there is a sign on the site plan where the property starts. The State requires a separation of cars for repair and cars for sale and that is indicated by color on the site plan.

Steve Thompson questioned why a Special Use is needed since this was already a car dealership.

Don Hild explained that the Special Use expired.

Jim Bradshaw stated they are basically asking for the auto repair.

Jim Jones stated this is in character with the neighborhood.

Sarah Tracy stated she also included a map showing similar businesses.

Bill Craig asked if the parking was striped. Stated it would keep the area orderly if striped.

Sarah Tracy stated she has no problem striping the lot.

Steve Huey commented that he would like to see the lot in a neat order. What would they do if more than four cars were for sale since it site plan indicates there is only room for four.

Jim Jones would like to see a stipulation that no cars are allowed on the corner of the lot.

Steve Huey stated the structure would not allow for corner usage.

Dick Cohenour stated that if the roadways change from one-way to two-way it would then become a Safety Committee issue and not the Commissions.

Motion by Don Hild, seconded by Dick Cohenour to Approve the Site Plan as presented. On Roll Call Vote. All Present Voted **AYE. Motion Approved.**

Special Use Review Committee:
Steve Huey, Chairman

Steve Huey stated there was no committee meeting and turned it over to the Pekin Planning Commission.

Jim Bradshaw feels that this company has shown disregard since being on Broadway for Special Use, restrictions and ordinances. If Route 9 changes this area will become a gateway corner. Questioned approving a business that has such disregard for authority.

Sarah and Courtney Tracy stated they had outgrown their current area and that is why they are back for another Special Use. The current area on N Capitol accommodates their business needs at this time. Cars on the corner in the

grass did not belong to Affordable. Yes, there were some cars that belonged to Affordable farther back on the property.

Bill Craig asked how many employees there are.

Courtney Tracy stated they currently have (6) six employees.

Steve Huey questioned their intentions for possibly another business renting the front dead space at the N Capitol building.

Ron Sieh stated if it is another business. It will become a mixed use. The restrictions would require fire walls, separate restroom facilities, separate meters. It will be more than just leasing the space.

Motion by Steve Huey, seconded by Dick Cohenour to Approve the Special Use for Auto Repair & Sales located at 201 N Capitol Street. On Roll Call Vote. (6) Six Present Voted **AYE**. (1) One Present (Jim Bradshaw) Voted **NAYE**. **Motion Approved**.

Election of Officers: Chairman and Vice Chairman

Motion by Steve Huey, seconded by Steve Thompson to Elect Bill Craig as **CHAIRMAN** of the Commission for a two year term or until their term on the Commission expires. On Roll Call Vote. (6) Six Present Voted **AYE**. (1) One Present (Bill Craig) **ABSTAINED**. **Motion Approved**.

Motion by Steve Huey, seconded by Steve Thompson to Elect Don Hild as **VICE CHAIRMAN** of the Commission for a two year term or until their term on the Commission expires. On Roll Call Vote. (6) Six Present Voted **AYE**. (1) One Present (Don Hild) **ABSTAINED**. **Motion Approved**.

Jim Bradshaw turned in his ordinance book and announced his resignation as a Commission member.

Motion by Chairman Bill Craig, seconded by Steve Huey to Thank Jim Bradshaw for his service and great work that he has done for the City of Pekin since 1997. By Acclamation All Present Agreed.

Informal: Ron Sieh, reminded the Commission of their obligations, duties and boundaries of their governing body.

Motion by Bill Craig, Chairman seconded by Dick Cohenour to Adjourn the meeting. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved**

Meeting adjourned at 7:25PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
May 11, 2011

HEARING #11-1832

The Pekin Planning Commission recommends the Approval of the Site Plan for Outdoor Sales & Storage located at 3315 Court Street to the City Council in Tazewell County, Illinois.

Bill Craig, Chairman

Vice-Chairman

Pekin Planning Commission
May 11, 2011

HEARING #11-1833

The Pekin Planning Commission recommends the Approval of the Special Use for Outdoor Sales & Storage located at 3315 Court Street to the City Council in Tazewell County, Illinois.

Bill Craig, Chairman

Vice-Chairman

Pekin Planning Commission
May 11, 2011

HEARING #11-1834

The Pekin Planning Commission recommends the Approval of the Site Plan for Auto Repair & Sales located at 201 N Capitol Street to the City Council in Tazewell County, Illinois.

Bill Craig, Chairman

Vice-Chairman

Pekin Planning Commission
May 11, 2011

HEARING #11-1835

The Pekin Planning Commission recommends the Approval of the Special Use for Auto Repair & Sales located at 201 N Capitol Street to the City Council in Tazewell County, Illinois.

Bill Craig, Chairman

Vice-Chairman



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Frank Mackaman, Interim City Manager

AGENDA ITEM: Site Plan and Special-Use for Automotive repair shop and car sales at 201 N. Capitol Street (former Capitol Impressions and Dale Simms Dodge)

AGENDA DATE REQUESTED: May 23, 2011

ACTION REQUESTED: Approve the recommendation from Pekin Planning Commission for the Site plan and Special-use for an Automotive repair business and Vehicle sales.

DESCRIPTION: The Automotive repair business and vehicle sales formerly located at 1408 Broadway has outgrown its current building and location and would like to expand into a bigger building with a bigger lot.

FINANCIAL IMPACT: Steady or a possible increase in tax revenue.

NEIGHBORHOOD CONCERNS: None, in character with surrounding businesses and B-3 general zoning district.

IMPACT IF APPROVED: Business will re-locate with improved sales and operations.

IMPACT IF DENIED: Find alternative location.

ALTERNATIVES: Find alternative location.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

√

A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

A Safe Community. To protect community life and property by providing effective, principled police and fire services.

A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director:

Date:

5/16/2011

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date: 5/17/11

City Manager:

Date: 5.17.11

Burt T. Dancy

Frank H. Markham

SITE PLAN CHECKLIST
For Special Use Request

Name Affordable Auto Repair & Sales

Address 1408 Broadway, Pekin, IL 61554

Phone # (309)642-6776

Contact Person (if Other than Requestor) Sarah & Courtney Tracy, Janet Hamerin

Handwritten signature and date:
3/5/04

Required Information - Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number PARCEL ID 04-04-34-420-006 ORIGINAL TOWN SE 1/4 SEC 34 LOTS 9-10-11-12 AND 13 BLK 49	ok		OK	
2.	Local Cross Streets 201 N Capitol St, between Ann Eliza St & Margaret St.	ok		OK	
3.	Lot Layout, Dimension and Setbacks noted on attached layout	ok		OK	
4.	Public Access existing, noted on attached layout	ok		OK	
5.	Easements N/A	N/A		N/A	
6.	Sanitary Sewer Locations, Size existing	ok		existing	
7.	IEPA Sanitary Sewer Permit N/A	N/A		N/A	
8.	Storm Sewer Location and Size existing	ok		existing	
9.	Proper Zoning (Current) B-3	ok		B-3	
10.	Parking Spaces and Surface existing asphalt, noted on attached layout	ok		OK	
11.	Sidewalks existing concrete, noted on attached layout	ok		OK	
12.	Landscaping existing areas, noted on attached layout	ok		OK	
13.	ADA Compliance existing, noted on attached layout	ok		OK	
14.	Driveway Openings (curb cuts) existing, noted on attached layout	ok		OK	
15.	TIF Area <u>ENTERPRISE</u>	ok		EZ	
16.	Signage Exterior to be placed on building, noted on attached layout	ok		OK	
17.	Lighting Exterior existing, noted on attached layout	ok		OK	
18.	Floor Plan Shown and Dimensions noted on attached layout	ok		OK	
19.	Screening or Fencing - Barbed Wire or Electric	ok		Dumpster	
20.	Loading and Unloading Areas Shown and Dimensions	ok		OK/	
21.	Fire Hydrant Location SE corner of Ann Eliza & N. Capitol Streets noted on attached layout	ok		OK	OK
22.					
23.					
24.					

November 3, 2003

ADDITIONAL COMMENTS:

There needs to be stipulations about keeping the place clean and not like the current location.

City Engineer Comments:

Code Enforcement Comments: Owner must follow code 9-6C-3:G including storage of parts and vehicles waiting repair also current license on vehicles except the ones for sale

Fire Chief Comments:

Need to review any 'hazardous storage' issues that may be present.

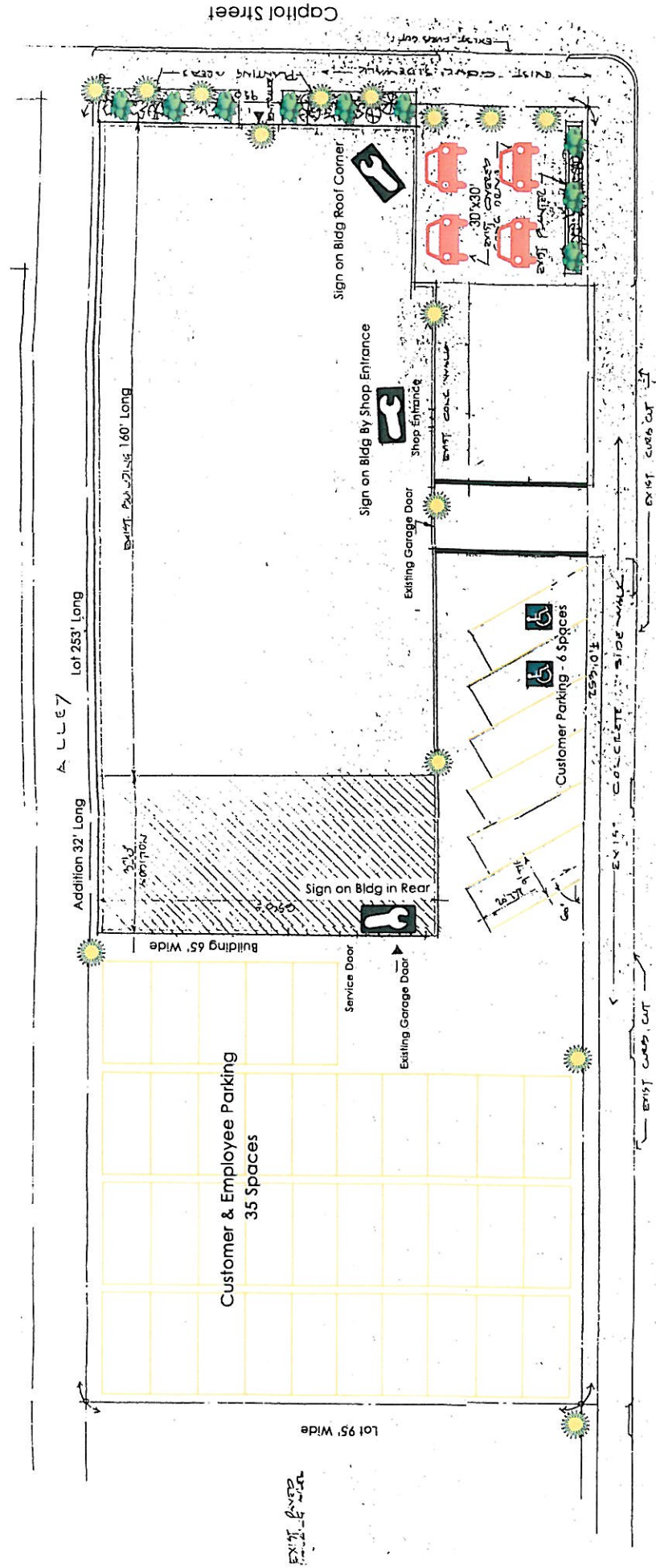
[Signature]
Fire Chief.

Other Comments:

Affordable Auto Repair & Sales

Proposed Layout at 201 N. Capitol Street 4-15-2011

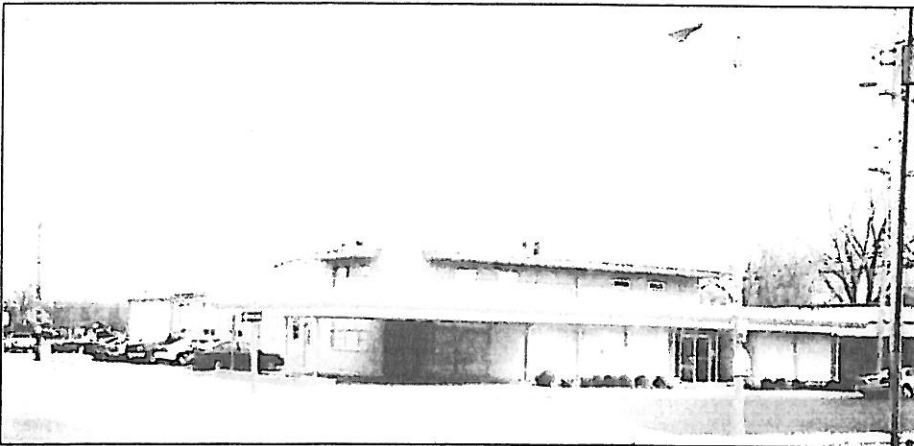
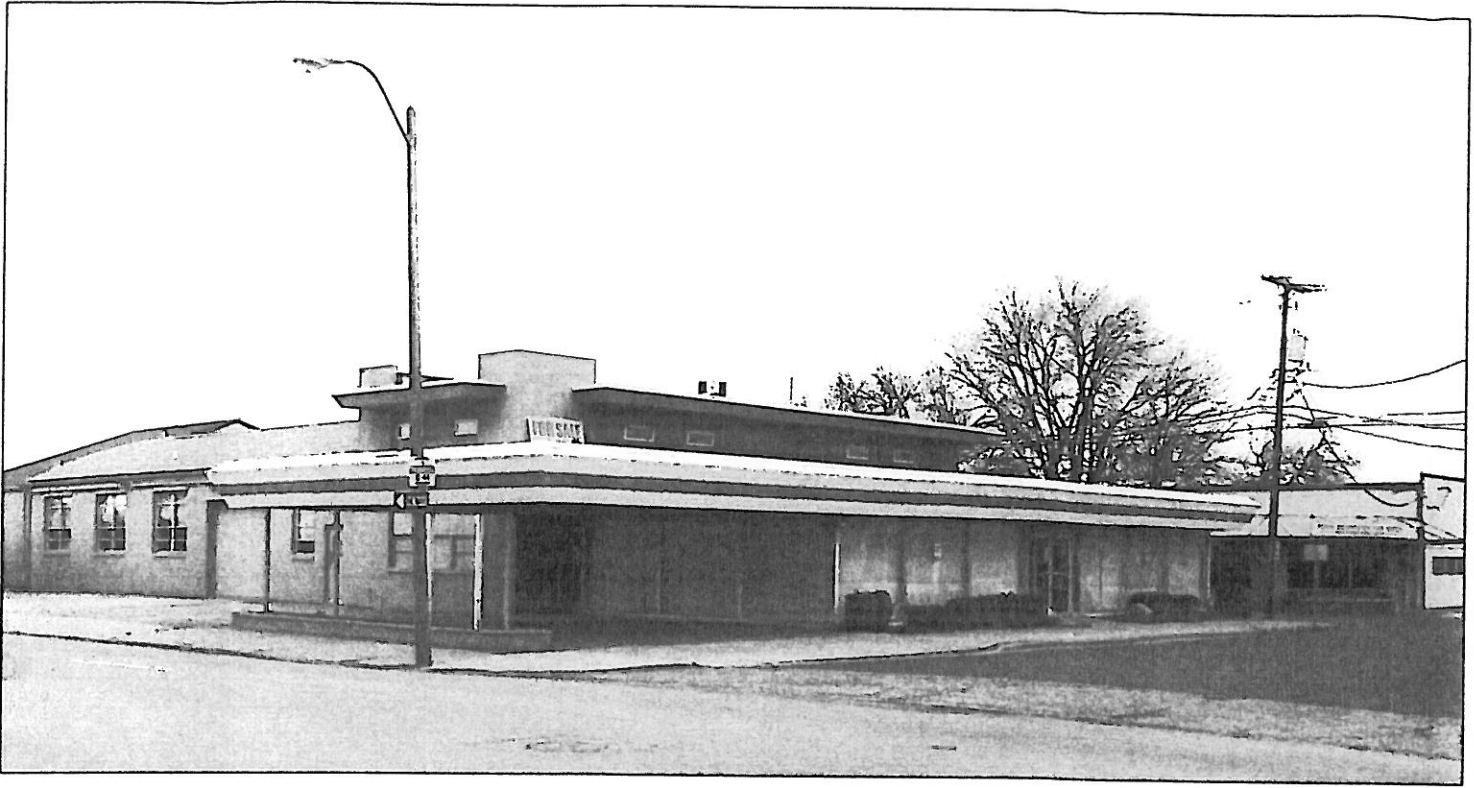
Legend of Symbols Used on Layout					
	Parking Spaces		Exterior Lighting		Handicap Parking
	Cars For Sale		Landscaping		Exterior Signage



Fire Hydrant located on SE corner of Ann Eliza & Capitol Streets

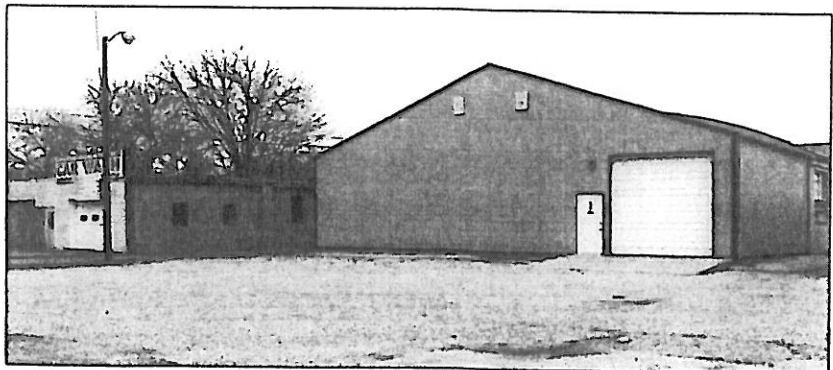
Ann Eliza Street

Photographs of Proposed New Location
Affordable Auto Repair & Sales
201 N. Capitol Street, Pekin, IL



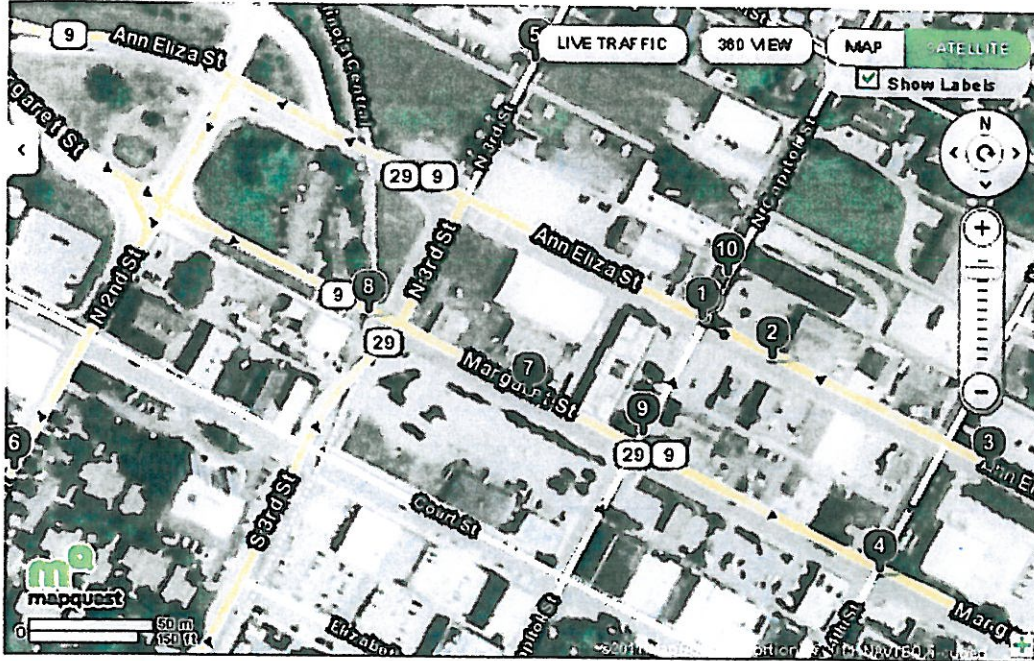
Front/Side View From
Capitol & Ann Eliza St.

Rear View From
Ann Eliza Street



Aerial View/Map

Proposed New Location for Affordable Auto Repair & Sales



Similar Businesses in the Same Area

1. Proposed New Location, 201 N Capitol St.
2. Marigold Motors, 357 Ann Eliza St.
3. Hudson Motors, 425 Ann Eliza St.
4. O'Reilly's Auto Parts, 401 Margaret St.
5. Rod's Autobody & Avis Car Rental, 305 N. 3rd St.
6. Pekin Alignment & Autobody, 25 S. 2nd St.
7. Phat Jax Custom Cycles, 317 Margaret St.
8. Glory to Glory Customs, 228 Margaret St.
9. BP Gas Station, 111 N. Capitol St.
10. Pekin Downtown Carwash, 211 N. Capitol St.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Frank Mackaman, Interim City Manager

**AGENDA ITEM: Site Plan and Special-Use for Outdoor Sales and Storage Area
3315 Court(Former Sears Store)**

AGENDA DATE REQUESTED: May 23, 2011

**ACTION REQUESTED: Approve the recommendations from the Pekin Planning
Commission for Outdoor sales and Storage area**

**DESCRIPTION: Fenced in storage areas for outdoor display and storage of exterior items
and propane filling station for propane tanks.**

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None, in character with B-3 general business district

**IMPACT IF APPROVED: New Big "R" Store will be able to store and display inventory for
exterior use products.**

IMPACT IF DENIED: Find alternative location for products.

ALTERNATIVES: None

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2
boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]**

✓	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

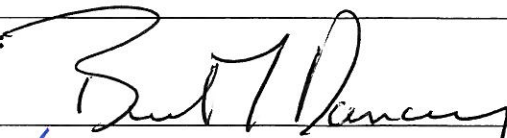
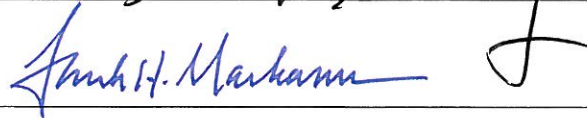
REQUIRED SIGNATURES

Department Director:

Date:

5/16/2011

Finance Department (Certification of Availability of Funds):

Date:	
Corporation Counsel:	
Date:	5/17/11
City Manager:	
Date:	5.17.11 

SITE PLAN CHECKLIST
For Special Use Request

Name Big "R" Stores
Address 3315 Court Street
Phone # (815)432-3440
Contact Person Jerald Sherman

[Signature]
5/3/2011

<i>Required Information – Approval Dates</i>		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	<i>ok</i>		OK	
2.	Local Cross Streets	<i>ok</i>		OK	
3.	Lot Layout, Dimension and Setbacks	<i>ok</i>		OK	
4.	Public Access	<i>ok</i>		OK	
5.	Easements	<i>ok</i>		OK	
6.	Sanitary Sewer Locations, Size	<i>ok</i>		OK	
7.	IEPA Sanitary Sewer Permit	<i>ok</i>		N/A	
8.	Storm Sewer Location and Size	<i>ok</i>		OK	
9.	Proper Zoning (Current) B-3	<i>ok</i>		OK	
10.	Parking Spaces and Surface 340 and 12 A.D.A.	<i>per CE</i>		Note #1	
11.	Sidewalks	<i>ok</i>		OK	
12.	Landscaping	<i>ok</i>		OK	
13.	ADA Compliance	<i>ok</i>		OK	
14.	Driveway Openings (curb cuts)	<i>ok</i>		OK	
15.	TIF Area	<i>No</i>		N/A	
16.	Signage Exterior	<i>ok</i>		OK	
17.	Lighting Exterior	<i>ok</i>		OK	
18.	Floor Plan Shown and Dimensions	<i>ok</i>		OK	
19.	Screening or Fencing – Barbed Wire or Electric	<i>TBD</i>		Note #2	
20.	Loading and Unloading Areas Shown and Dimensions	<i>ok</i>		OK	
21.	Fire Hydrant Location	<i>existing</i>		Note #3	<i>[Signature]</i>
22.					
23.					
24.					

Public Works Comments:

City Engineer Comments:

Code Enforcement Comments:

- #1 300 parking spots required
- #2 8' chain link fence around inventory
- #3 2 hydrants on site

Fire Chief Comments:

~~Need~~ ^{OK} Need to check any propane or compressed gas fill areas.

Other Comments:

EXHIBIT "A"

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 9 (S.B.I. ROUTE #164) AND THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 7 (SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF BARNEY AVENUE) AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED.

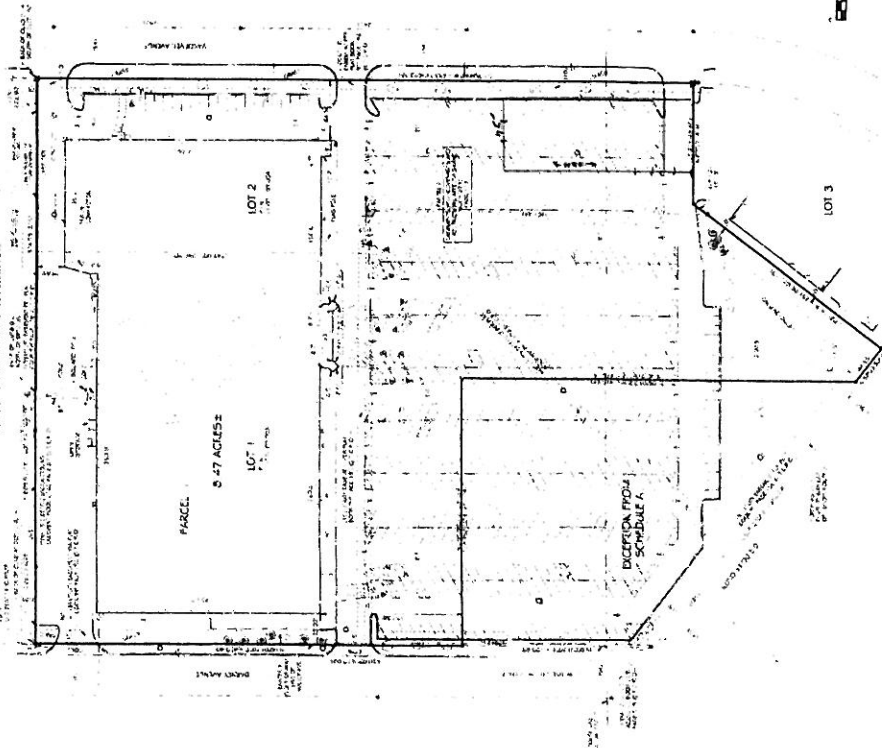
FROM THE POINT OF BEGINNING: THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY) ALONG SAIDE EASTERLY RIGHT-OF-WAY LINE OF BARNEY AVENUE, A DISTANCE OF 199.69 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 30 SECONDS WEST, A DISTANCE OF 416.14 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 52 DEGREES 33 MINUTES 30 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 356.24 FEET TO THE POINT OF BEGINNING, CONTAINING 8.47 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

PARCEL 2

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND DATED JANUARY 21, 1985 IN BOOK 2732, PAGE 111.

ALTA / ACSM LAND TITLE SURVEY

IN ACCORDANCE WITH THE ALTA / ACSM SURVEYING ACT, R.S.B. 197, CHAPTER 10, SECTION 10.1(1) AND 10.1(2)



NOTES:
1. THIS SURVEY WAS COMPLETED ON 10/10/2018.
2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ALTA / ACSM SURVEYING ACT, R.S.B. 197, CHAPTER 10, SECTION 10.1(1) AND 10.1(2).
3. THE SURVEY WAS CONDUCTED BY A LICENSED SURVEYOR.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ALTA / ACSM SURVEYING ACT, R.S.B. 197, CHAPTER 10, SECTION 10.1(1) AND 10.1(2).
5. THE SURVEY WAS CONDUCTED BY A LICENSED SURVEYOR.

LEGEND:
1. LOT 1: 0.47 ACRES
2. LOT 2: 1.00 ACRES
3. LOT 3: 1.00 ACRES
4. DISCREPANCY FROM SCHEDULE

APPROVED BY:
[Signature]
DATE: 10/10/2018



MOHR & KERR ENGINEERING & LAND SURVEYING P.C. 1000 10th Avenue S.E. Calgary, Alberta T2G 1P1 Tel: (403) 243-8888 Fax: (403) 243-8889 www.mohr-kerr.com		ALTA / ACSM LAND TITLE SURVEY MAY 2017 / 10/10/2018 0.47 ACRES LOT 1, 1.00 ACRES LOT 2, 1.00 ACRES LOT 3	
PROJECT: MALDOF COMMERCIAL		DATE: 10/10/2018	
CLIENT: MALDOF COMMERCIAL		SCALE: 1" = 100'	
PROJECT NO.: 1000		DATE: 10/10/2018	

Affordable Auto Repair & Sales Letter of Statement

April 15, 2011

Proposed Location:

Parcel ID: 04-04-34-420-006

Legal Des: ORIGINAL TOWN SE ¼ SEC 34 LOTS 9-10-11-12 AND 13 BLK 49.

Street address: 201 North Capitol Street, Pekin, IL.

Originally built as the Fort & Shock Dealership & Repair building.

Intention: Move to a new location in order to expand an existing small business, Affordable Auto Repair and Sales, and keep revenue within the City of Pekin.

In accordance with Chapter 6, Article C, Section 9-6C-2 the zoning principal uses intended allow for "*New and used automobile sales or showroom*" and "*Accessory buildings and uses customarily incident to the above permitted uses*". As such, we would like to apply for a special use permit for automobile repair in conjunction with automobile sales.

Enclosures:

1. Photographs of Proposed Location
2. Aerial View
3. Proposed Layout & Lot Dimensions
4. Site plan Checklist





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Frank Mackaman, Interim City Manager

From: Economic Development Department and Economic Development Advisory Committee (EDAC)

AGENDA ITEM: PEDIF Loan Agreement with Big R of Pekin retailer

AGENDA DATE REQUESTED: May 23rd, 2011

ACTION REQUESTED: \$225,000.00 PEDIF loan

DESCRIPTION: Approval by Mayor and Council for a Pekin Economic Development Investment Fund (PEDIF) loan agreement for terms in repayment of \$225,000 loan to Big R, a new business locating in Pekin based on the following due diligence process, terms and conditions in the loan agreement and recommendation from our Economic Development Advisory Committee (EDAC) to submit the loan agreement to City Council.

Background:

Pekin Economic Development Investment Fund (PEDIF)

Due Diligence. The most basic requirement to implement PEDIF investments successfully is this: design and put into place a process of due diligence that will assure, to the extent possible, that investments in economic development meet stated objectives. We recommend that "due diligence" consist of the following elements:

- 1. Establish an economic development team** tailored to each economic development project or lead. The team should consist of selected City staff, the Mayor, and legal counsel plus, when appropriate, representatives from the EDAC, the Peoria Area EDC, DCEO, the Chamber of Commerce, or consultants. The team would look at each deal in terms of the factors listed below.
- 2. Legal assessment** to ensure that agreements meet federal, state, and local laws and regulations. This assessment may require outside legal advice.
- 3. Economic impact assessment** will evaluate the return to the community in terms of jobs created, expansion of the tax base, contribution to a diversified employment base, etc.
- 4. Business plan assessment** to include a business's financials, capitalization, cash-flow, track record in other communities, management structure, etc.
- 5. Budget impact** in terms of the capacity of PEDIF to assist.

The due diligence process included the completion of a developer's proposal document which provides specific information to determine if the project meets the City's needs and requirements and provides the necessary information to prepare a formal developer's. The developer's proposal includes project description, development experience, references, financial capacity, physical description, and return on investment along with expectations of the City from the developer. This information has been reviewed by the City staff, City legal counsel and the EDAC. The financials have been reviewed by Jim Wolf and EDAC Chair Andy Sparks.

Loan Agreement:

The recommended loan to Big R of Pekin is consistent with the language used in the previous Dome agreement and meets the objective of the PEDIF and has the following terms:

1. City would loan Developer \$225,000.00 from the PEDIF (established at \$2M from General Fund reserves) at 3 1/2% interest to be paid back in three (3) annual payments of \$80,310.00.
2. City will credit towards the loan repayment of Big R of Pekin sales tax dollars generated above a base sales of \$3.5M (Sears average of \$3M plus possible \$0.5M loss from existing retailers), not to exceed \$80,310. For example: *City Loan payment due June 1, 2013 = \$80,310. Assume Sales tax revenue received 5/1/12 = \$112,500 (\$5,000,000 Sales @ 2.25%); \$112,500 less \$78,750 (\$3,500,000 Benchmark Sales @ 2.25%) = \$33,750 refunded to Big R of Pekin.*
3. The City receives personal guarantee from property owner Illiana Realty, LLC. The property is leased to Eastern Big R Stores, Inc. doing business as Big R of Pekin. Illiana Realty is owned by Gerry Gibbs who is one of three owners in Eastern Big R Stores.

The EDAC has reviewed the developer's proposal, the loan agreement and met face to face with Jerald Sherman (one of the business owners) to understand the project and return on investment for the City of Pekin. The EDAC recommends the loan agreement to City Council with a unanimous vote.

FINANCIAL IMPACT: \$225,000.00 loan from \$2,000,000 available from PEDIF in FY2012
NOTE: \$400,000 loan to Cuattro due on June 30, 2011; loan guarantee (no expenditure of funds) of \$17,700 to Century Railroad Builders to expire September 2014.

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Attracts a new retailer to Pekin and central Illinois with a return of sales tax dollars, job retention and creation and fills a large big box in our retail corridor.

IMPACT IF DENIED: Big R would have to restructure their financing to make the project feasible

ALTERNATIVES:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ☒ and paste it to the left of the relevant theme.]

☒	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
☐	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
☐	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
☐	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
☐	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director:

Date:

Finance Department (Certification of Availability of Funds):

Date:
Corporation Counsel:
Date:
City Manager:
Date:



Thank you for investing your time, energy and resources in looking to locate or expand your development in the City of Pekin. Our City welcomes developers to submit proposals and look forward to working with you to enhance our community through your development. In those cases when a developer requests significant assistance (e.g., funding or infrastructure improvements) from the City, we may ask the developer to prepare what we call a **Developer's Proposal**.

The purpose of this document is to provide the City with enough specific information in order to determine if the project meets the City's needs and requirements. In other words, the **Proposal** helps us decide if the City's investment would be prudent.

The **Proposal** also provides the information necessary for the City to prepare a formal **Developer's Agreement**, the legally binding document governing the project.

A **Developer's Proposal** should include the elements listed below. Some may not be applicable to every project—we will work with you to modify the **Proposal** appropriately.



1.0 Project Description

Purchase of the former Wal-Mart / Sears site which is located at 3315 Court Street, Pekin, IL 61554. This property is a 114,778 square feet retail designed building with 8.47 acres of surrounding land for parking and access. The Aas is@ purchase price is \$1,750,000 with an anticipated finished cost of \$2,343,000. The real estate will be purchased by Illiana Realty LLC and leased to Eastern Big R Stores, Inc. doing business as Big R of Pekin. The closing date for this real estate transaction is expected to closed no later than April 15, 2011. Big R will take immediate possession of the property to start the remodel and renovation process. Big R anticipates opening for business no later than July 31, 2011. Eastern Big R Stores, Inc. anticipates investing approximately \$3,295,000 in inventory, information system and display shelving fixtures and equipment.



2.0 Relevant Development Experience

2.1 Contact information for principals

Jerry L. Gibbs, CEO
Address: Big R Stores
200 N. Ernest Grove Parkway
Watseka, IL 60970
Office: 815-432-3440 x 1009
Cell: 815.383.0657
Email: jgibbs@bigr.com

Jerald Sherman, CFO
Address: Big R Stores
200 N. Ernest Grove Parkway
Watseka, IL 60970
Office: 815-432-3440 x 1009
Cell: 815-383-5466
Email: jsherman@bigr.com

James E. Ensminger, Director of Purchasing
Address: Big R Stores
200 N. Ernest Grove Parkway
Watseka, IL 60970
Office: 815-432-3440 x 1009
Cell: 815.383.9466
Email: eensminger@bigr.com

Big R (registered trademark) opened its first retail store in Watseka, Illinois on December 10, 1965 (45 years) and presently operates at 12 locations in Illinois and Indiana. Jerry L. Gibbs has been the majority owner and CEO for 38 years. Illiana Realty LLC is owned 100% by Jerry L. Gibbs. Eastern Big R Stores, Inc. is 90% owned by President & CEO Jerry L. Gibbs, 10% owned by CFO Jerald L. Sherman and 10% owned by Director of Purchasing James E. Ensminger. All communications may be directed to Big R's corporate office at: 200 N. Ernest Grove Parkway, Watseka, Illinois 60970. Recent successful developments include:

Morris IL (former Wal-Mart), 90,000 sft building, opened May, 2002
Warsaw, IN (former Wal-Mart), 115,000 sft building, opened May, 2004
Wabash, IN (former Wal-Mart), 98,000 sft building, opened August, 2008
Crawfordsville, IN (former Wal-Mart), 112,000 sft building, opened November, 2008
Michigan City, IN (former Wal-Mart), 116,000 sft building, opened August, 2009
Marion, IN (former Home Depot), 118,000 sft building, opened November, 2009

2.4 Client references (include other local government projects when possible)

We received \$250,000 (TIF Loan) from the City of Morris for our redevelopment project on a former Wal-Mart. It carried interest at 5% and was a junior mortgage to the prime lender. We were required to produce sales of \$5,000,000 per year. For each year we hit the sales goal then \$50,000 principal and all interest was abated. As you can see below, the GEDC will be glad to provide references if needed.

Grundy Economic Development Council
Nancy Norton Ammer, CEO
112 E. Washington Street
Morris, IL 60450
Phone: 815-942-0163
www.gedc.com



3.0 Financial Capacity

3.1 Identify developer(s), including all joint venture or limited partners and percentage of interest, if applicable

Illiana Realty LLC is owned 100% by Jerry L. Gibbs. Eastern Big R Stores, Inc. is 90% owned by President & CEO Jerry L. Gibbs, 10% owned by CFO Jerald L. Sherman and 10% owned by Director of Purchasing James E. Ensminger.

The Illiana Realty LLC purchase contract with the Seller of the Pekin, IL real estate is a seller financed transaction. Prior to the closing of this real estate transaction, Illiana Realty LLC will have paid \$250,000 as a down payment to the Seller. The Seller has agreed to finance the balance due of \$1,500,000. Eastern Big R Stores, Inc. is financed by the Old National Bank (Danville, IL division) which is in the process of considering business line of credit increases for inventory and equipment purchases.

3.2 Provide two most recently audited financial statements or tax returns (if you do not have audited financials) – Eastern Big R Stores corporation

See attached – Exhibit A, 2009 Financial Review Statements
Exhibit B, 2010 Financial Review Statements

3.3 Supply commitment letters from financial institutions – provide credit of worthiness from Old National Bank. Finance terms and conditions from Benedict Silverman are defined in the purchase agreement.

See attached – Exhibit C, Letter from Old National Bank
Exhibit D, Real Estate Mortgage agreement
Exhibit E, Construction loan agreement

Financial Capacity:



4.0 Budgets

4.1 Estimates for project completion by phase (if phased)

Big R of Pekin	
Estimated Project Cost	
Property	
Purchase of Real Estate	\$1,750,000
Exterior Sealing & Painting	\$28,000
Interior Painting	\$10,000
Roof Replacement	\$250,000
Parking Lot Resurface	\$45,000
HVAC Upgrade	\$110,000
Exterior Signs	\$90,000
Floor Grinding / Upgrade	\$60,000
Total	\$2,343,000
Retail Store	
Merchandise Inventory	\$3,000,000
Display Shelving / Check Outs	\$200,000
Information System	\$55,000
Pallet Racking	\$18,000
Forktruck	\$22,000
Total	\$3,295,000



5.0 Physical Description

5.1 Construction plan/timeline

The closing date for this real estate transaction is expected to closed no later than April 15, 2011. Big R will take immediate possession of the property to start the remodel and renovation process. Big R anticipates opening for business no later than July 31, 2011.

5.2 Plats – provided to City on 3/22/2011

5.3 Site plan – provided to City of 3/22/2011

5.4 Architectural renderings (if available) – signage, provided to City 3/22/2011

5.5 Impact on existing infrastructure (e.g., parking, street traffic, sewers) – information on outdoor storage area – site plan with outdoor storage area submitted to Ron Sieh on 4/19/2011 and will be on Planning & Zoning agenda for Wednesday May 11 6:30pm

5.6 Relationship to contiguous property – 2 acre parcel, purchase agreement defines terms/conditions and use of cross parking easement and access.



6.0 Return on Investment

6.1 Estimates for both the current property value and the completed development value, showing land values separately (provide square foot subtotals for each land use type) – property was seller financed, no appraisal completed. Big R has purchased other former Wal-Mart properties therefore knowledgeable on market price and condition.

6.2 Sales tax revenue projections

Big R of Pekin	
Estimated Sales Tax	
City of Pekin Sales Tax Rate:	8%
Breakdown of 8%:	
State 5.25%	
Municipal 1%	
Home Rule 1.25%	
Total City of Pekin Sales Tax =	2.25%
Sales	Sales x 2.25% Total
5 million in sales	\$112,500
6 million in sales	\$135,000
7 million in sales	\$157,500

6.3 Property tax revenue projections – property tax information not currently listed on Tazewell County Assessors website, please provide copy of tax bill

See attached - Exhibit F, Property Tax bill

6.4 Job creation projections:

PEKIN JOB CLASSIFICATIONS		
JOB CLASS	STAFF #	PAY RATE
STORE MANAGER	1	50,000.00
ASST STORE MGR	1	35,000.00
RECEIVING SUPERVISOR	2	11.00
OFFICE MANAGER	2	10.00
CASHIERS	14	9.00
CARRY OUT	6	9.00
DEPT. HEADS	10	11.00
MERCH. MANAGER	2	11.00
CUSTODIAN	1	9.50
HARD. SALES CLERK	7	10.00
SOFT. SALES CLERK	6	10.00
SHOP TECHNICIAN	1	12.00
NIGHT SUPERVISOR	1	12.00
TOTAL NUMBER OF E/E	54	

Community Benefit:

Big R expects its sales to be at least \$7,000,000 for the first full 12 months of operation. At the end of 3 years the sales level is expected to be at least \$9,000,000 annually. Full time local jobs created is expected to be at 48 and also approximately 10 part time jobs created. Big R takes pride in the communities we do business and significantly contributes to the local community and surrounding area with volunteer and significant financial assistance. Big R operates as a locally owned business. Big R has developed a successful business model to acquire used 2nd generation retail property and bring new life into that location and thus eliminating an unwanted vacant property not contributing to the local economy.



7.0 Expectations of City

7.1 Infrastructure improvements

7.2 Zoning/Code accommodations

7.3 Financial incentives - \$225,000 loan with term/conditions to be provided after the Big R company financial capacity information is reviewed by the City of Pekin Economic Development team (Economic Development Director, City Manager and City legal counsel). The City of Pekin will provide the first developers agreement draft to the owners.

See attached – Exhibit G, City of Pekin Loan agreement



Contact

Leigh Ann Matthews
Economic Development Director
City of Pekin
111 South Capitol Street
Pekin IL 61554
Phone: 309.477.2300
Cell: 309.657.0080
e-mail: lamatthews@ci.pekin.il.us

REVISED 5/16/11
CITY OF PEKIN / EASTERN BIG R STORES, INC.
LOAN AGREEMENT

This Loan Agreement ("Agreement") is entered into this _____ day of _____, 2010, by and between the City of Pekin, Illinois, a municipal corporation (hereinafter referred to as the "City"), and Eastern Big R Stores, Inc. an Illinois limited liability company (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the City and Developer have interest in redevelopment of an 8.47acre parcel of property located at 3315 Court Street (the "Project"); and

WHEREAS, to facilitate the purchase and the redevelopment of the Project and in furtherance of Developer's other contractual interests, the City agreed to provide certain assistance as set forth in the Agreement, including providing a Loan to the Developer for purposes of acquiring and improving the facilities on the Project Site and applying certain tax increments to the repayment of the Loan; and

WHEREAS, the City 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, pursuant to its home rule power, the City proposes to promote the further development of the Project and believes it in the best interest of the citizens of the City to enter into this Agreement.

WHEREAS, without the assistance of the City as set forth in this Agreement, the Developer would not undertake the Project, and

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, the parties agree as follows:

1. The City shall loan the Developer \$225,000 from the City's PEDIF Fund at 3 1/2% interest to be paid back in three (3) annual payments. The Loan shall be repaid in annual installments as shown on Exhibit A attached hereto and incorporated herein by this reference and shall be paid in full on or before June 1, 2015. The first annual payment shall be made on or before June 1, 2013, per the attached repayment schedule, the "City Loan".

2. There shall be no prepayment penalty on early repayment of loan. In addition, should the business operation be terminated for a period in excess of 60 days, at any time during the life of this agreement, the City shall have the option of declaring all balances immediately due and payable on the City Loan to the Developer.

3. Increased Sales Tax in the City of Pekin will be "credited" against the annual payments as follows:

- a. Any Sales tax growth, as hereinafter defined, in a completed fiscal year in which the loan payment is due, shall be credited and refunded after payment of the annual payment due. For purposes of this agreement, the actual Sales Tax Revenue for the fiscal year shall be utilized, less the base amount of \$78,750 (\$3,500,000/year in sales at 2.25%), and the net shall be the amount of credit to be refunded

*[Example: City Loan payment due June 1, 2013 = \$80,310. Assume Sales tax revenue received 5/1/12 = \$112,500 (\$5,000,000 @ 2.25%);
\$112,500 less \$78,750 = \$33,750 refunded to Big R of Pekin.]*

- b. *The maximum annual amount of Sales Tax that can be "refunded" is \$80,310.00, in each of the three years of the loan.*
- c. The City shall receive the Sales tax reports filed with the appropriate taxing body's treasurer and provided by the Developer.

4. This City Loan is contingent upon the Developer having proof of all financing in place necessary to close the property and having executed an asset purchase agreement with the present owner. No payments under this agreement shall be made until such time as the Developer has closed on the asset purchase agreement and the real estate has been acquired.

5. The Developer shall provide to the City, the following: a) a promissory note as on attached Exhibit "B", incorporated herein by reference; b) a second mortgage on the project, as shown on attached Exhibit "C", incorporated herein by reference; c) and personal guarantees, as shown on attached Exhibit D, incorporated herein by reference.

6. The Developer has submitted a business plan, including financial information to the City, and said plan shall be reviewed and approved by the City Manager, prior to any obligation of the City under this agreement.

7. Developer agrees not to protest real estate tax valuations without the consent of the City, which said consent shall not be unreasonably withheld. The above shall not prohibit a protest this year based upon a significant difference between the purchase price and the current assessed valuation and the continuance of the current protest and appeal.

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

9. Neither this agreement, nor the Project, nor any property included in the Project may be assigned without the express written consent of the City.

10. Notices of demand hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the City Clerk, City Hall, 111 South Capitol Street, Pekin, Illinois 61554 (with copies to the City Attorney), or to the Developer _____, Attn: _____ or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

11. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

12. The City and the Developer agrees that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

13. The City's agreement to provide the loan, on terms previously stated, is valid and effective until December 31, 2011. If Developer conditions have not been met by then, and the

funds transferred, the City's commitment shall terminate, effective that date.

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

CITY OF PEKIN, ILLINOIS,
an Illinois Municipal Corporation

By: _____

Title: _____

Eastern Big R Stores, Inc.
an Illinois limited liability company

By: _____

EXHIBIT A

LOAN REPAYMENT SCHEDULE (No Sales Tax Gain)

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
6/1/2013	\$80,310.19	7,875.00	72,435.19	152,564.81
6/1/2014	\$80,310.19	5,339.77	74,970.42	77,594.39
6/1/2015	\$80,310.19	2,715.80	77,594.39	0
TOTALS	\$240,930.57	15,930.57	\$225,000.00	

First Annual Payment is due Before June 1, 2013

Second Annual Payment is due Before June 1, 2014

Third Annual Payment is due Before June 1, 2015

EXHIBIT B

PROMISSORY NOTE

\$225,000.00 _____, 2010

FOR VALUE RECEIVED, the undersigned Eastern Big R Stores, Inc. ("Maker") promises to pay to the order of City of Pekin, 111 S. Capitol St., Pekin, IL 61554, or at such other place or places as the holder of this Note may from time to time designate, the principal sum of TWO HUNDRED TWENTY-FIVE THOUSAND (\$225,000.00) and no/100 DOLLARS, payable as follows:

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
6/1/2013	\$80,310.19	7,875.00	72,435.19	152,564.81
6/1/2014	\$80,310.19	5,339.77	74,970.42	77,594.39
6/1/2015	\$80,310.19	2,715.80	77,594.39	0
TOTALS	\$240,930.57	15,930.57	\$225,000.00	

Interest shall be payable at the rate of 3.5% per annum and shall be payable annually for the period of three (3) years hereafter. The first annual payment shall be due on June 1, 2012 and continue on a annual basis thereafter for a total three annual payments

The Maker reserves the right to prepay any or all of the principal at anytime without any prepayment penalty.

Upon any default in any payment to be made herein and after expiration of a 10 day cure period, the entire balance then due may, at the option of the holder hereof, become immediately due and payable with notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 3.5% per annum while such default exists.

No extension of the time of payment with or without Maker's knowledge, by receipt of interest or otherwise, shall release the undersigned from the obligation of payment. The undersigned expressly waive protest, presentment for payment and notice of dishonor, and agree to pay a reasonable attorney's fee if this Note is placed in the hands of an attorney for collection.

Eastern Big R Stores, Inc.

By: _____

MORTGAGE

MORTGAGE

Tax I.D. No.: 11-11-07-107-003

11-11-07-107-004

11-11-07-107-014

Commonly known as: 3315 Court Street, Pekin, Illinois.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and all permanent fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. [Intentionally deleted.]
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to interest due; second, to principal due; and last, to any late charges due under the Note.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:(a) agrees in writing to the payment of the obligation secured by the

lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Installment, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender reasonably requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property within sixty days after the execution of this Security Instrument. Borrower shall not destroy, damage or impair the property, allow the property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. [Intentionally deleted.]

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that

Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a change in the majority interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Notwithstanding the foregoing, Lender understands and acknowledges that Borrower may sell certain parcels of the Property ("Out Lots"), which will not be cause to demand immediate payment in full of all sums

secured by this Security Instrument. Further, Lender and Borrower each agree to use their best efforts to negotiate the application of such proceeds.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. [Intentionally deleted.]

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property except in accordance with applicable laws. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal commercial uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is

necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

ILLIANA REALTY, LLC

By _____

STATE OF ILLINOIS)
 SS)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that _____, is the authorized member of ILLIANA REALTY, LLC, personally appeared before me and is(are) known or proved to me to be the person(s) who, being' informed of the contents to the foregoing instrument, have executed same, and acknowledged said instrument to be the free and voluntary act and deed of Eastern Big R Stores, Inc. and that the executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this _____ day of _____.

Notary Public

EXHIBIT D

PERSONAL GUARANTEE

GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	NUMBER
ILLIANA REALTY, LLC _____ _____	CITY OF PEKIN 111 S. CAPITOL ST. PEKIN, IL 61554	Amount: 100% of indebtedness Date: _____

GUARANTY

DATE. The date of this Guaranty is _____.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of **ILLIANA REALTY, LLC**. (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

Specific Debts. The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: \$225,000.00 from the City of Pekin, to Eastern Big R Stores, Inc., as evidenced by a Note of even date herewith and any extensions, modifications, renewals or replacements thereof (Indebtedness).

Exclusions. Guarantor=s liability will not exceed **100%** of the Indebtedness, plus accrued interest on the principal outstanding and all other costs, attorneys fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness. Guarantor shall be liable for all attorneys= fees, collection costs and enforcement expenses referable to the enforcement or protection of Lender=s rights and remedies under this Guaranty.

SECURITY.

The Guaranty is unsecured.

ADDITIONAL PROVISIONS.

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.

2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof. The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from

any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefitted by this Guaranty and that the Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revoked this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.

4. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmitted document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantor's, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer or any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under § 1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release,

estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower=s obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. AIndebtedness@ shall include post-bankruptcy position interest and attorneys= fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower=s discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower=s obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of Borrower to Lender have been paid in full, the Guarantor waives any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor=s obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower=s debt, whether or not such claim remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor=s business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor=s duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor=s property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor=s name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender=s prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor=s existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor=s business and activities. All of Guarantor=s property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules,

orders, judgments or decrees applicable to Guarantor or Guarantor=s property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State of Illinois. The Guarantor waives notice of the Lender=s acceptance hereof.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty. Guarantor also acknowledges, receipt or a copy of this Guaranty.

GUARANTOR:

ILLIANA REALTY, LLC



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Interim Police Chief

AGENDA ITEM: Additional Municipal Offenses Available for Pre-Court Settlement

AGENDA DATE REQUESTED: May 23, 2011

ACTION REQUESTED: Add two offenses to the existing list

DESCRIPTION: For many municipal ordinance violations, defendants have the option to settle the matter before court and avoid court costs. The City also avoids court expenses from being subtracted from the fine. Two additional offenses are proposed to have predetermined fines to facilitate over-the-counter payment.

- (1) Failure to Inoculate an Animal 6-3-12, \$150
- (2) Truck off Truck Route 8-1-9, \$150

FINANCIAL IMPACT: There is no additional cost to enact these changes.

NEIGHBORHOOD CONCERNS: None foreseen.

IMPACT IF APPROVED: Defendants will have the option to settle these offenses without going to go to court and at a lower cost. The City will receive a greater portion of fines paid.

IMPACT IF DENIED: Persons cited for these offenses will have to appear in court to plead guilty.

ALTERNATIVES: The proposed fine amounts could be altered.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
√	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES
Department Director:
Date:
Finance Department (Certification of Availability of Funds):
Date:
Corporation Counsel:
Date: 5/17/11
City Manager:
Date: 5.17.11

6-2-12: CITATIONS CHARGING VIOLATION OF CERTAIN ORDINANCES AND SETTLEMENT BY PAYMENT OF FINES:

(Ord. No. 2565-08/09 09/08/08)

- a. Any Pekin Police Officer may issue citations to persons who are believed to have violated the sections of the Pekin City Code hereinafter specified. The citations may give the alleged violator the option to settle the case by paying the fine set forth in subsection (g) if payment is made within the time and in the manner set forth in subsection (b) of this section;
- b. Payments in settlement of violations set forth in subsection (f) shall be made within twenty-one (21) days from the date the citation was issued to the person accused of such violation. Payment shall be made by cash, money order or cashier's check from a local bank, made out to the City of Pekin. Payment must be made in person at any time at the Pekin Police Department at 111 S. Capitol Street, Pekin, Illinois. No personal checks or credit cards will be accepted. Failure to make payment within the said twenty-one day period will subject the alleged violator to ordinance violation prosecution in the Tazewell County Circuit Courts by one or more representatives of the City.
- c. The original copy of any citation issued pursuant to this section shall be kept at the Pekin Police Department. The Pekin Police Department shall hold citations for the twenty-one (21) day period allowed for settlement by payment of the fine. At the end of that period of time, the citation shall be delivered to the Legal Department for the filing of a complaint for ordinance violation in the Tazewell County Circuit Court.
- d. Citations may be settled by payment of the fine provided in subsection (f) after filing of a complaint for ordinance violation in the Tazewell County Circuit Court, at the discretion of the corporation counsel or his or her designee, if payment is made by the person so charged prior to the initial court appearance date and the person so charged pays any service fees and court costs incurred in the filing of the complaint.
- e. The Corporation Counsel or his or her designee may, in his or her discretion, elect to reject the settlement of any violation of the sections of the City Code specified in subsection (g) and proceed to filing a complaint for such violation in the Tazewell County Circuit Court.
- f. The amount stated in subsection (g) shall be the fine for settlement for first offenses pursuant to the provisions of this section notwithstanding that the fine stated for such violation in another section of the code may be lower than the fine stated in this section. The amount stated in subsection (g) shall be doubled for a second offense, except for underage drinking charges, where a second offense shall be a mandatory court appearance.
- g. The violations for which citations may be issued and the fines which shall be paid to settle the case are as follows:

(Ord No. 2565-08/09 09/08/08)

(Ord No. 2629-10/11 10/12/10)

(Ord No. 2639-11/12 05/23/11)

ORDINANCE NO.	VIOLATION	FINE (First Offense)
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OFFENSES INVOLVING PUBLIC ORDER

6-2-3-1:	Disorderly Conduct; Disturbances	\$150.00
6-2-3-2:	Assault, Battery and Affray	\$200.00
6-2-3-3:	Reckless Conduct	\$200.00
6-2-3-4:	Unlawful Assemblies; Mob Actions	\$200.00
6-2-3-5:	Obstruction; Resisting Officers	\$200.00
6-2-3-6:	Obstructing Stairways or Exits	\$300.00
6-2-3-7:	Unlawful Possession of Contraband	\$200.00
6-2-3-8:	Graffiti	\$200.00

WEAPONS

6-2-4-1:	Unlawful Use of Weapon	\$300.00
6-2-4-2:	Firing and Discharging	\$300.00
6-2-4-3:	Sale of Firearms or Weapons to Minors	\$300.00
6-2-4-3:	Possession of Firearms or Weapons by Minors	\$300.00
6-2-4-4:	Unlawful Display	\$200.00

OFFENSES INVOLVING HEALTH, SAFETY AND CHILDREN

6-2-4-5:	Confiscation and Disposition of Weapons	\$200.00
6-2-5-1:	Nuisances; Creating; Maintaining	\$250.00
6-2-5-2:	Fires	\$250.00
6-2-5-3:	Possession of Cannabis (under 10 grams)	\$400.00
6-2-5-3a:	Drug Paraphernalia	\$300.00
6-2-5-4:	Sniffing or Inhaling of Intoxicants Prohibited	\$300.00
6-2-5-5:	Public Consumption of Alcoholic Beverages	\$300.00
6-2-5-6:	Fireworks	\$200.00
6-2-5-7:	Loud, Disturbing and Unnecessary Noises	\$200.00
6-2-5-8:	Stench Bombs, Nauseous Gases and Substances	\$200.00
6-2-5-9:	Throwing Missiles or Bottles	\$200.00
6-3-6:	Animals, Noise, Odor, Nuisance	\$ 75.00
6-3-12:	Failure to Inoculate an Animal	\$150.00
6-3-15a:	Animals at Large Prohibited	\$ 75.00
6-8G-4:	False Alarms	\$ 75.00

MINORS

6-2-6-1:	Curfew	\$ 50.00
6-2-6-2:	Truancy Prohibited	\$100.00
6-2-6-3:	Sale and Delivery of Tobacco Products To Minors	\$150.00
	Possession of Tobacco by Minor	\$ 50.00
	Skateboarding	\$ 50.00

OFFENSES INVOLVING PROPERTY

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

OFFENSES INVOLVING MORALITY

6-2-8-1	Prostitution	\$200.00
6-2-8-2	Public Indecency; Acts or Language Prohibited	\$200.00
6-2-8-3	Obscenity	\$200.00
6-2-8-4:	Exhibition of Videos Containing Harmful Material to Minors	\$200.00
6-2-8-5	Gambling	\$200.00

OFFENSES INVOLVING ALCOHOLIC LIQUOR

6-2-9-1	Sales to Nonage and Certain Persons	\$300.00
6-2-9-2	Proof of Identity and Age; Identification Cards	\$250.00
6-2-9-3	Purchase, Acceptance of Gifts by Nonage Person	\$250.00
6-2-9-3	Possession or Consumption by Nonage Person	\$250.00
6-2-9-4	Possession or Consumption in Public Places	\$250.00
6-2-9-5	Presence of Alcoholic Liquor in Vehicles	\$250.00
6-2-9-6	Underage Persons Gathering in Residence	\$250.00
6-2-9-6	Underage Gathering in Hotel	\$250.00

MISCELLANEOUS OFFENSES

6-2-10-1:	Civil Rights	\$250.00
6-2-10-2	Bribery; Offering or Accepting	\$250.00
6-2-10-3	Solicitation to Commit Offense	\$250.00
6-2-10-4	Conspiracy	\$200.00
6-2-10-5	Unregistered Public Solicitation of Funds	\$200.00
6-2-10-6	Unregistered Telephone Solicitation or Promotion	\$200.00
6-2-10-7	Intimidation	\$250.00
6-2-10-8	Litter	\$150.00
6-2-10-9	Mendicants; Vagrants	\$100.00

OFFENCES INVOLVING TRAFFIC

8-1-9:	Truck off Truck Route	\$150.00
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ORDINANCE NO. 2639-11/12

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

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

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City Code regarding two additional offenses to have predetermined fines to facilitate over-the-counter payments as follows: Failure to Inoculate an Animal and Truck off Truck Route; and

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

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

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

OFFENSES INVOLVING HEALTH, SAFETY, AND CHILDREN

6-3-12:	Failure to Inoculate and Animal	\$150.00
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OFFENSES INVOLVING TRAFFIC

8-1-9	Truck off Truck Route	\$150.00
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BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2011; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2011.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Interim Police Chief

AGENDA ITEM:	No parking zones added at four locations.
AGENDA DATE REQUESTED:	June 6, 2011
ACTION REQUESTED:	Create no parking zones near four intersections to prohibit parking in driving lanes.
DESCRIPTION:	The intersections of N. Parkway Drive and Willow Street, N. Parkway Drive and Sheridan Road, N. 14th Street and Willow Street, and N. 14th and Sheridan Road have turn lanes on the roadway without having additional width. This allows motorists to legally park in the driving lane in these areas. The Traffic Safety Committee recommends making no parking zones in these areas for the length of the turn lanes (200 feet).
FINANCIAL IMPACT:	The installation of signs will cost approximately \$2,400.
NEIGHBORHOOD CONCERNS:	Approximately 15 homes will lose on-street parking.
IMPACT IF APPROVED:	Traffic will flow better and safer, as vehicles will be prohibited from parking in driving lanes.
IMPACT IF DENIED:	The situations will remain the same. Vehicles will be allowed to parking in the driving lanes in these areas.
ALTERNATIVES:	The most problematic intersection (Parkway and Willow) could be done only.
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
√	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
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REQUIRED SIGNATURES

Department Director:



Date: 5/10/2011

Finance Department (Certification of Availability of Funds):

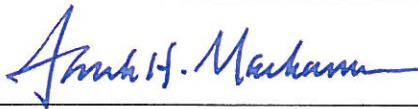
Date:

Corporation Counsel:

Date:

City Manager:

Date: 5.17.11



ORDINANCE NO. 1462-A305 – 11/12

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

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

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

WHEREAS, the Traffic Safety Committee addressed citizen correspondence regarding parking concerns on Willow Street @ N. Parkway Drive at the Traffic Safety Committee Meeting on May 6, 2011; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider four intersections that have turn lanes added without widening the streets causing blocked driving lane issues; and

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

Willow Street @ Parkway Drive

Sheridan Road @ Parkway Drive

Willow Street @ N. 14th Street

Sheridan Road @ N. 14th Street

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated February 28, 2011 in its entirety, and inserting the No Parking Schedule dated May 23, 2011 attached hereto and incorporated herein by this reference.

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2011; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2011.

Mayor

ATTEST:

City Clerk

B. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:

1. In front of a public or private driveway;
2. Within fifteen feet (15') of a fire hydrant;
3. Within twenty feet (20') of a crosswalk at any intersection;
4. Within thirty feet (30') upon the approach to any flashing signal, yield sign or traffic-control signal located at the side of a roadway;
5. Within twenty feet (20') of the driveway entrance to any fire station; within seventy-five feet (75') of such entrance when properly signposted;
6. At any place where official signs prohibit standing or parking.

C. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:

1. Within fifty feet (50') of the nearest rail of a railroad crossing;
2. At any place where official signs prohibit parking.

D. RESTRICTED PARKING: No person shall park a vehicle on:

Control	On Street	At or From	To	Direction	Side
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SEE PARKING SCHEDULE

(Ord. No. 1462-A305-11/12 05-23-11 last update)

E. RESTRICTED PARKING WITH PERMIT

(i) Parking will be allowed on Center Street between 13th Street and Garden Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower left hand corner of the vehicle's rear window. All non-permit holding vehicles remain subject to the two hour parking limitation as set forth in the Restricted Parking Schedule of Title 8, Chapter 4, Section D. Said permits will be available at the City of Pekin Police Department for an annual fee of \$10.00 per authorized vehicle upon proof of residency and vehicle registration to that Center Street address.

(ii) Parking will be allowed on South 13th Street between Park Avenue and Martha Street between the hours of 9:00 am and 5:00 pm, Monday through Saturday, by vehicles displaying a valid permit in the lower left hand corner of the vehicle's rear window. All non-permit holding vehicles remain subject to the two hour parking limitation as set forth in the Restricted Parking Schedule of Title 8, Chapter 4, Section D.

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	South 7th Street	95' South of Park Ave	180' South	South	West	12-14-09
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Park Avenue	South 13th Street	North 14th Street	East	South	09-22-08
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
Total	Always	All days	Hecker Court	Winter Street	East/West Alley	North	East	09-2-10
Total	Always	All days	Pine Street/Maple Park	walk @ apt Pine Street	drive @ apt Maple Par	East/North	South/	08-24-09
Total	Always	All days	Distillery Road	Front Street	115' South of Front	West	North	08-23-10
Total	Always	All days	Sheridan Road	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Willow Street	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Willow Street	Parkway Drive	200' East	East-West	Both	05-23-11
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North	04-26-10
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	South	04-07-10 *
Total	Always	All days	Charles Street	50' from corner	Avon Street	East	South	02-28-11
Total	Always	All days	Avon Street	50' south of corner	Charles Street	South	West	02-28-11
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10 edit
Total	Always	All days	Koch Street	Summer Street	100' East	West	North	
Total	Always	All days	Koch Street	South 2nd Street	South 14th Street	East	Both	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All days	Cynthiana Street	Broadway	South 2nd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	North Capitol Street	Court Street	Caroline Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	

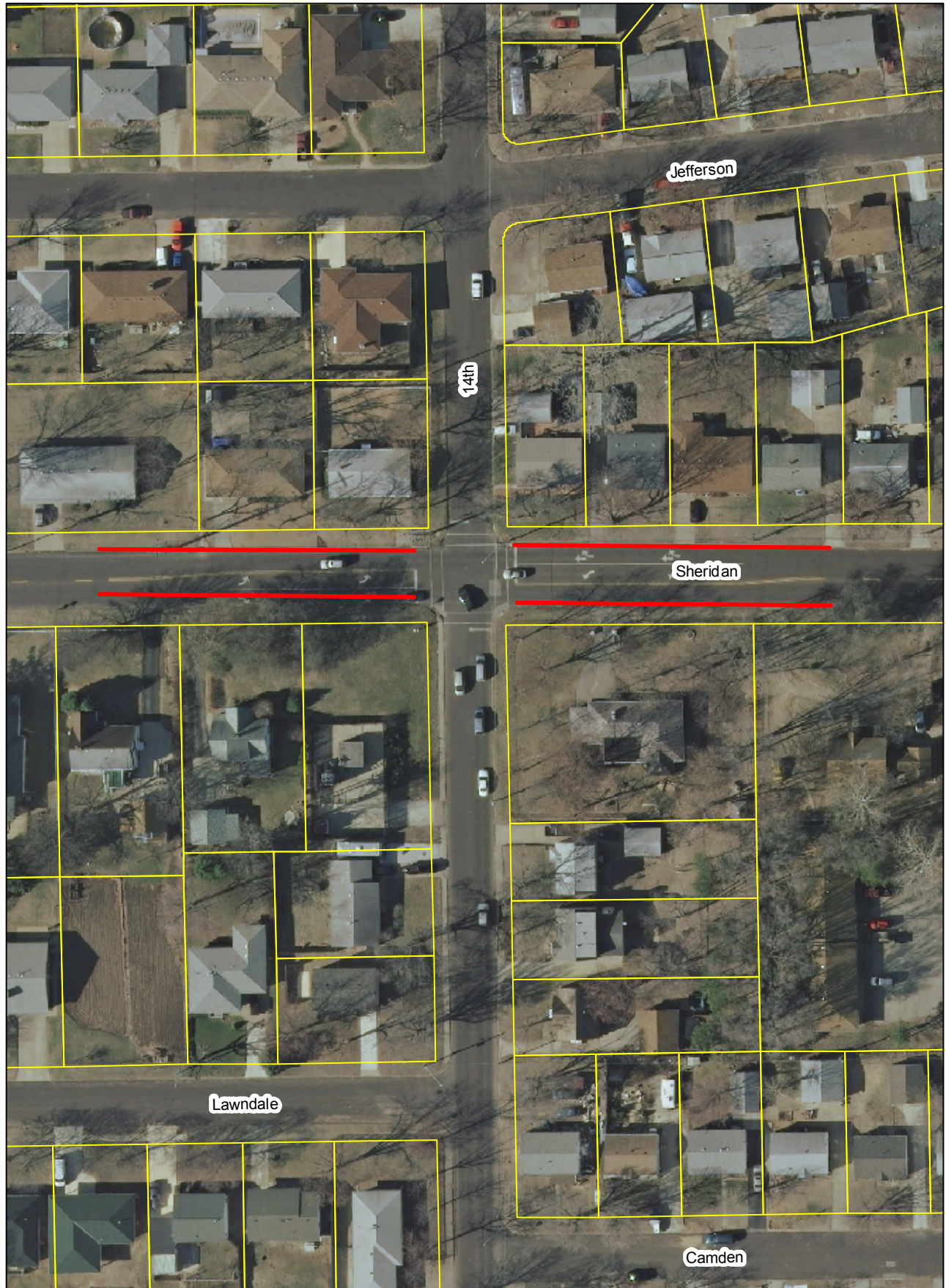
Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vi	West	North	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 19th Street	East dead end of stre	East-West	Both	
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	8:15am-8:45am, School	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
2 hours	8am-4pm	School	Court Street (Frontage)	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	6:00am-6:00pm	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
15 min	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both	
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South	
2 hours	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' S	North	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	North 18th Street	James Road	50' South of James R	South	West	
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg	East	South	
Total	Always	All days	McLean Street	151' West of 8th Street	225' West of 8th Street	West	North	
Total	Always	All days	Sheridan Road	600' east of Redwood	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Str	North	East	
Total	8:15am-8:45am	School	Highwood Avenue	341' South of Melanie	456' North of Powers	North	East	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both	
Total	Always	All days	Parkway Drive	368' South of Sherida	427' South of Sherida	North	East	
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	

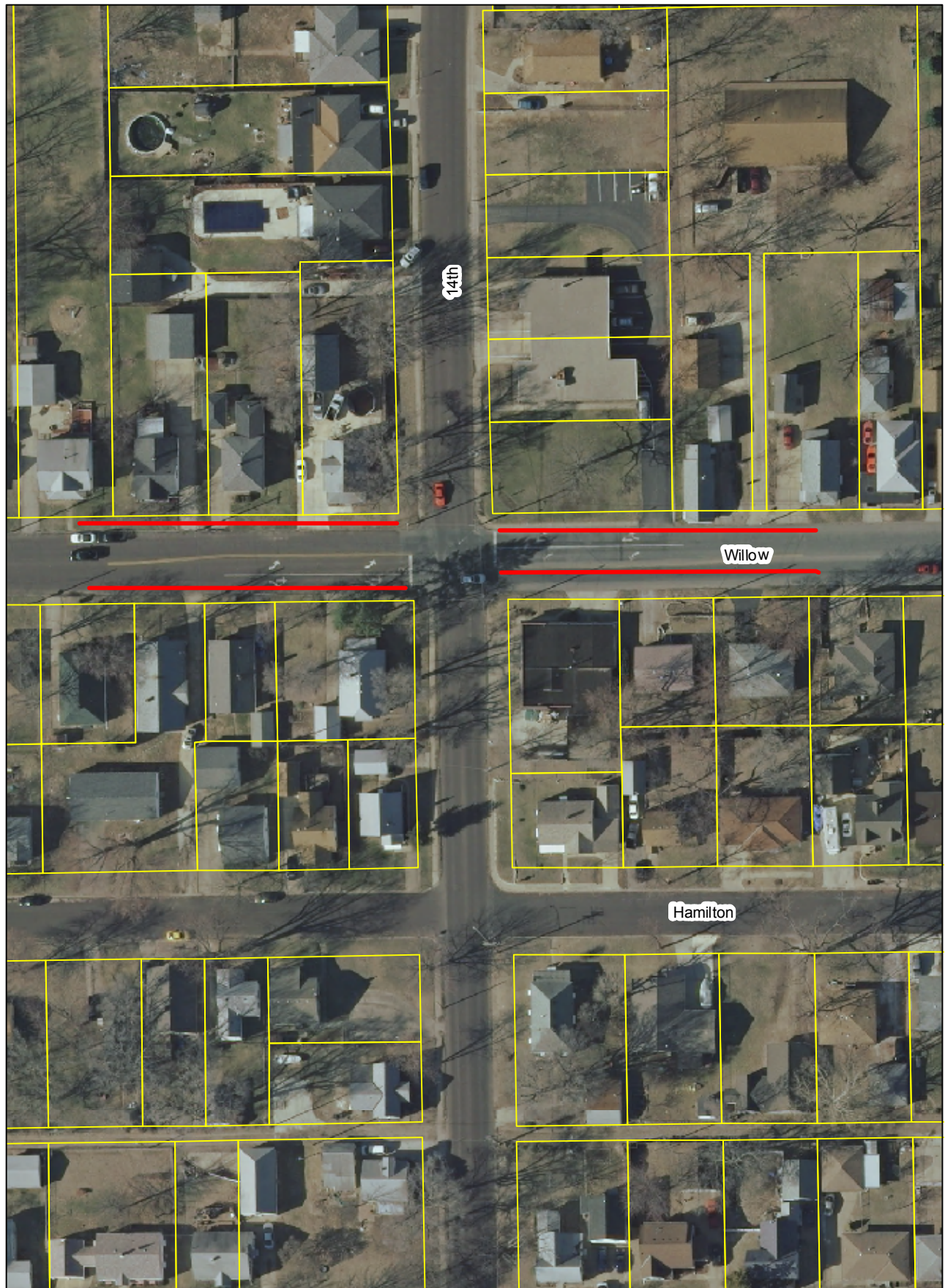
Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 Hours	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
2 hours	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	
Total	Always	All days	Prince Street	South 12th Street	North 14th Street	East-West	Both	
Total	Always	All days	Meyers Court	South 12th Street	West end	East-West	Both	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
Total	Always	All days	Ann Eliza Street	South 11th Street	South 12th Street	East-West	Both	
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McLe	North	East	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Str	South	West	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All days	RWB Frontage Rd	Enterprise Drive	North End	North-South	Both	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both	
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	Both	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	

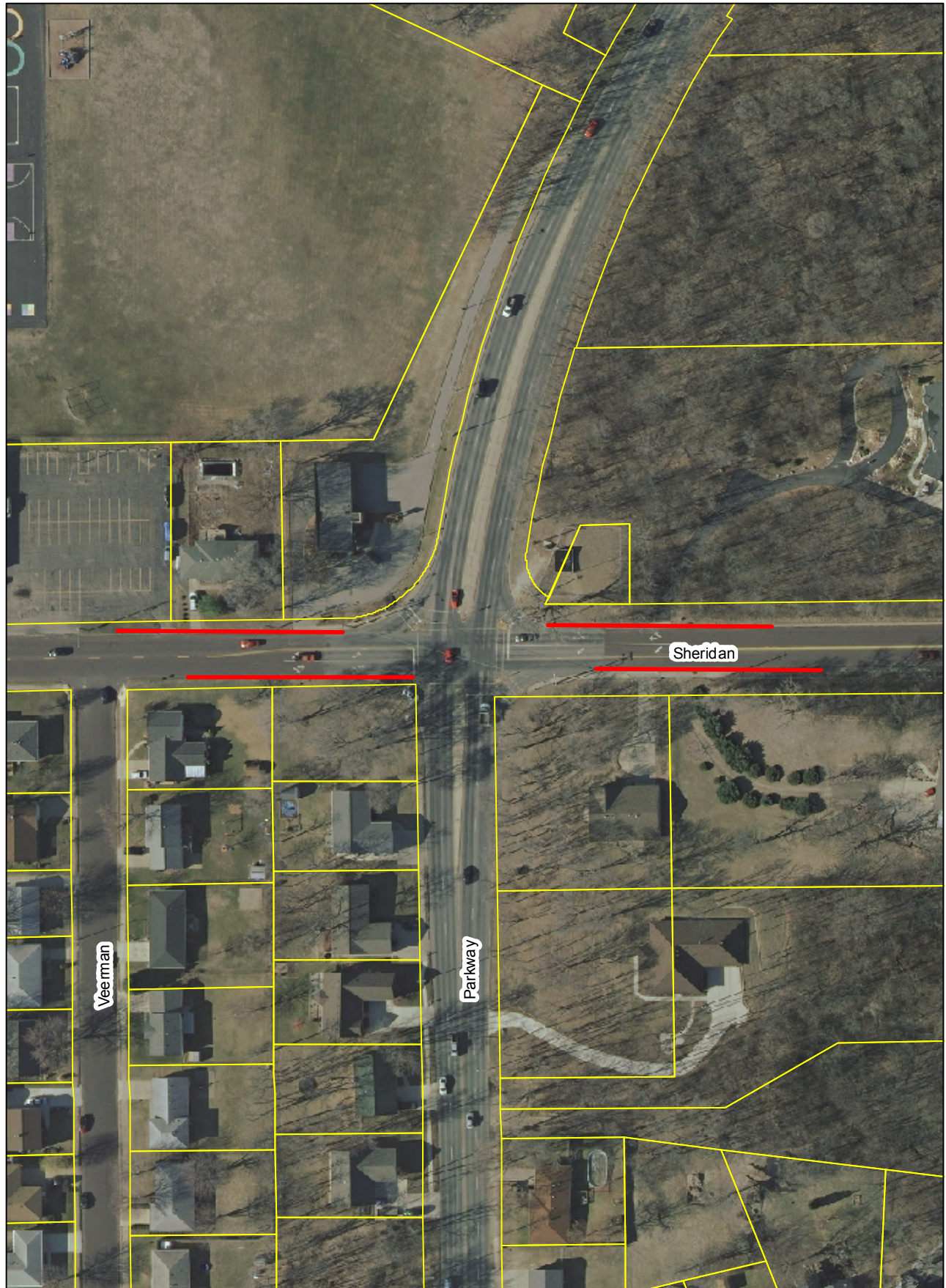
No Parking: 200ft

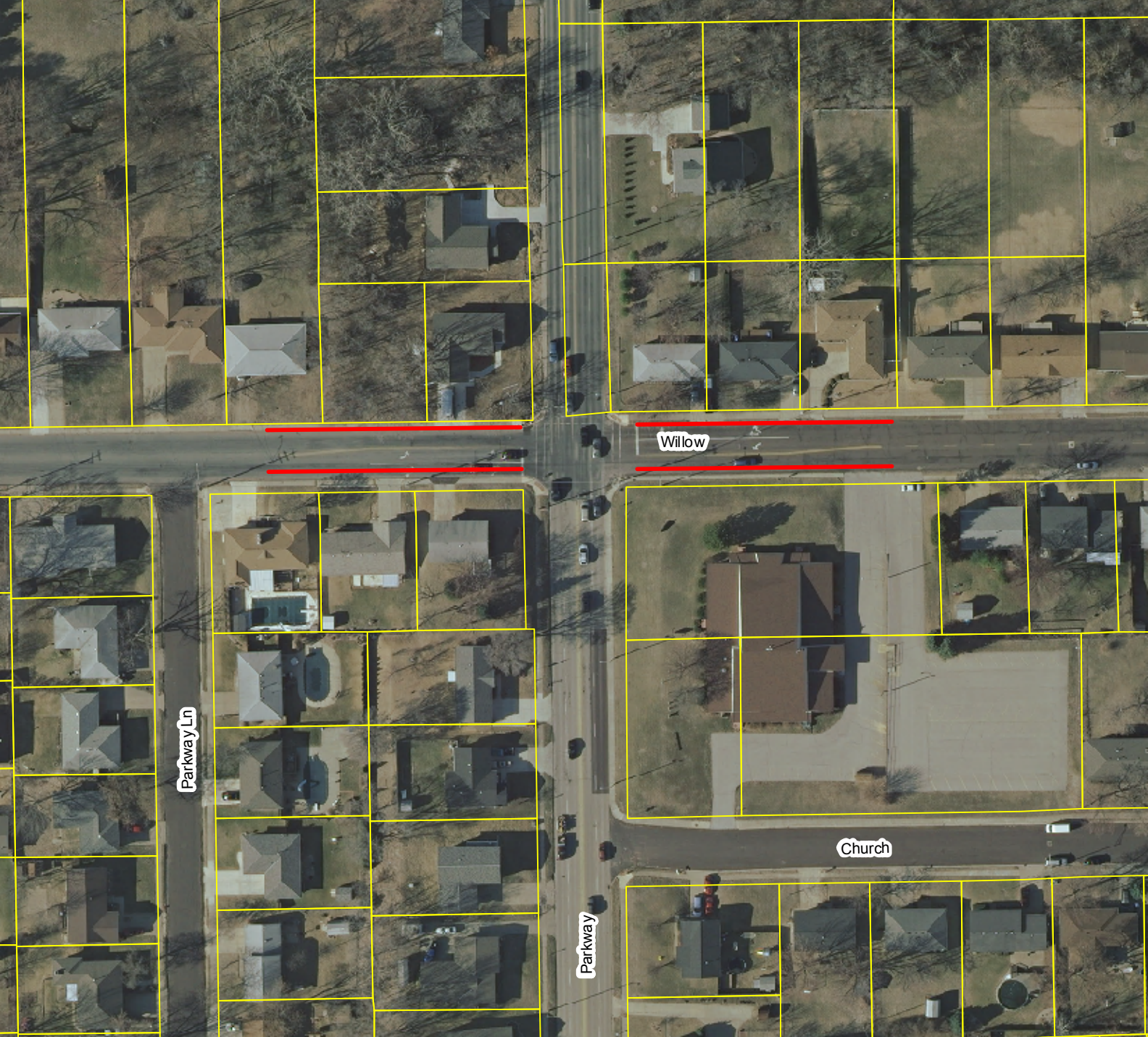


No Parking: 200ft



No Parking: 200ft





Willow

Parkway Ln

Parkway

Church



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM:	Amendment to Municipal Collections Systems agreement
AGENDA DATE REQUESTED:	June 6, 2011
ACTION REQUESTED:	Amend the existing agreement with MCSI for collection of unpaid parking tickets so that the City of Pekin receives a larger percentage of the collections.
DESCRIPTION:	The brief amendment increases the share of unpaid parking ticket collections from 50% to 65% of receipts.
FINANCIAL IMPACT:	Revenue from parking ticket receipts in collections will increase by about \$1,100 per year.
NEIGHBORHOOD CONCERNS:	None.
IMPACT IF APPROVED:	Revenue to the City will increase.
IMPACT IF DENIED:	Revenue to the City will remain the same.
ALTERNATIVES:	None feasible.
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]	
☐	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
✓	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
☐	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
☐	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
☐	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 5.12.11	
Finance Department (Certification of Availability of Funds):	

Date:

Corporation Counsel:

Date: 5-17-11

City Manager:

Date: 5.17.11

Paul J. Rancary

Frank H. Markham

AMENDMENT TO COLLECTION SERVICES AGREEMENT

Amendment to Agreement dated this ____ day of _____, 20__, by and between the City of Pekin, Illinois (the "Municipality") and Municipal Collection Services, Inc. ("MCSI").

Whereas, the parties have previously entered into a Collection Services Agreement ("Agreement"), effective as of December 5, 1996: and

Whereas, the parties wish to amend the Agreement as set forth in this Amendment.

Now, therefore, the parties hereby agree as follows.

The Municipality will continue listing past due violations from their Administrative Adjudication System for collection with MCSI except that the fees paid to MCSI under Article III B., of the Agreement shall be thirty five percent (35%) of the balance of the amount collected. This Amendment and rate applies only to new violations assigned as of the first full month following the Execution Date of this Amendment. All violations assigned previous to the Execution Date will continue at the rate set forth in the Agreement.

The Agreement, except as modified by this Addendum, shall remain in full force and effect.

In witness whereof the parties have signed this Amendment as of the date first written above (the "Execution Date").

MUNICIPAL SYSTEMS, INC.

7330 College Drive
Palos Heights, IL 60463

CITY OF PEKIN

111 S Capitol St
Pekin, IL, 61554

BY: _____
CHIEF EXECUTIVE OFFICER (Signature)

BY: _____
MAYOR (Signature)

BY: Matthew C. Regan
CHIEF EXECUTIVE OFFICER (Print)

BY: _____
MAYOR (Print)

ATTEST: Frank Regan
SECRETARY (Signature)

ATTEST: _____
CLERK (Signature)

ATTEST: _____
SECRETARY (Print)

ATTEST: _____
CLERK (Print)

DATE: _____

DATE: _____



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Sanitary Sewer Repair Project – 1700 Block Valle Vista

AGENDA DATE REQUESTED: May 23, 2011

ACTION REQUESTED: Award project to repair sanitary sewer line in the 1700 block of Valle Vista to Illinois Civil Contractors, Inc. for an amount not to exceed \$29,000.

DESCRIPTION: A short section of sanitary sewer line in the 1700 block of Valle Vista has become damaged and is experiencing continuing problems with flow and is causing settlement of the street above. Proposals were requested from 4 contractors and 3 responses were received. The low proposal was received from Illinois Civil Contractors, Inc. in the amount not to exceed \$29,000.

I recommend that this proposal be accepted and the project awarded to Illinois Civil Contractors, Inc. (ICCI) in the amount not to exceed \$29,000.

FINANCIAL IMPACT: Sewer Repair work was budgeted in the FY12 Budget

NEIGHBORHOOD CONCERNS: Sinking street and potential sewer failure

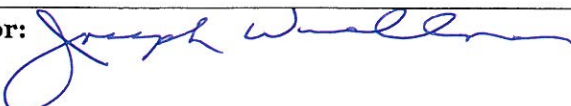
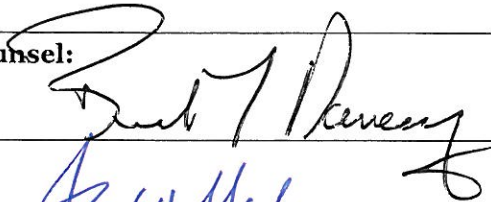
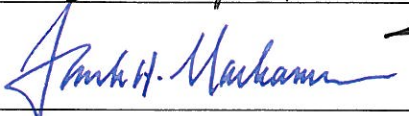
IMPACT IF APPROVED: Sewer line and street can be repaired.

IMPACT IF DENIED: Sewer line will continue to fail leading to total collapse and the street will continue to sink.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES	
Department Director:	
Date: 5/14/11	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date: 5/17/11	
City Manager:	
Date: 5.17.11	

Memo

To: City Council
From: Joseph W. Wuellner, P.E. - Public Works Director
CC: Frank Mackaman, Sue McMillan, & Bob Shaw
Date: May 17, 2011
Re: Valle Vista Sanitary Sewer Repair

Council:

Proposals to repair a short section of the sanitary sewer line in the 1700 block of Valle Vista were received from 3 contractors. This is a section of line that has been in need of repair for some time now but conditions are getting worse as evident by the settling of the street. This line serves a fairly large section of Sunset Hills and its failure would cause serious problems.

Scope of work is to excavate, remove and replace approximately 20 feet of 8 inch sewer line, backfill, and replace paving. This sewer line is about 20 feet deep and beyond what we can handle in house.

Proposals were received from Illinois Civil Contractors, Inc. (\$29,000), Wiegand-Storrer, Inc. (\$55,250), and Hoerr Construction, Inc. (\$60,250).

I will be recommending that the project be awarded to ICCI for \$29,000. While their proposal was half that of the others, based on a previous project that was somewhat similar I feel that their number is fair and accurate.

If you have any questions, please feel free to contact me.

Thanks,

Jae



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Intergovernmental Agreement – Tazewell County Vehicle Maintenance

AGENDA DATE REQUESTED: May 23, 2011

ACTION REQUESTED: Approve the intergovernmental agreement between the City of Pekin and Tazewell County for vehicle maintenance from June 2011 through May 2013.

DESCRIPTION: The City of Pekin offered the services of our vehicle maintenance facility to the Tazewell County Administrator in 2007 as a way to save the County money which benefits the local taxpayers. Since that time, the contract was renewed with increases in the labor costs to reflect changes at that time. With this version of the agreement, all costs have been held at the last agreement levels which are \$65 per hour labor, parts are cost plus 28%, and fuel is cost plus \$0.05 per gallon. Labor cost is being monitored and controlled to the point where the current rate will be beneficial to both parties. All work will be performed at the 1130 Koch Street facility.

I recommend that this agreement be approved.

FINANCIAL IMPACT: No additional cost with potential for a small amount of income

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: City will continue to perform vehicle maintenance on the Tazewell County fleet.

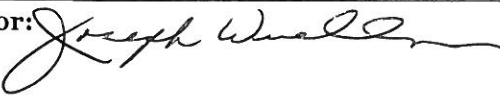
IMPACT IF DENIED: County will have to take their fleet elsewhere for service at a higher cost and pay higher fuel prices.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director: 
Date: 5/16/11

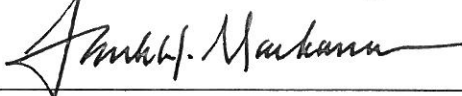
Finance Department (Certification of Availability of Funds):

Date: 5-16-11 

Corporation Counsel:

Date: 5-17-11 

City Manager:

Date: 5.17.11 

VEHICLE MAINTENANCE AGREEMENT

This Agreement is entered into this _____ day of June 2011, by and between the CITY OF PEKIN, an Illinois municipal corporation and TAZEWEILL COUNTY, Illinois.

WHEREAS, the City of Pekin and Tazewell County desire to set forth their agreement regarding maintenance and repair of Tazewell County vehicles by the City of Pekin; and

WHEREAS, the 1970 Illinois Constitution (Article XII, Section 10) and the Illinois Compiled Statutes (5 ILCS 22011-220/8) provide authority for intergovernmental cooperation; and

WHEREAS, the maintenance and repair of Tazewell County's and the City of Pekin's vehicles is essential to providing their respective services and may be obtained more effectively and economically on an area wide basis and by joint efforts and resources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term.** This Agreement shall begin on June 1, 2011 and terminate on May 31, 2013. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.

2. **Repairs and Maintenance of Vehicles.** When service or maintenance on its vehicles is needed, Tazewell County will deliver its vehicles to the City of Pekin's facility at 1130 Koch, Pekin, Illinois for such repair and maintenance. Each time Tazewell County delivers a vehicle, the vehicle shall be accompanied by a written authorization describing the work to be performed. All such authorizations shall be executed by the respective Department Head, Fleet Manager, or designee. Any additional work may be performed

only with the prior written approval of the respective Department Head, Fleet Manager, or designee. All repairs and maintenance shall be performed in a workmanlike manner.

3. **Costs and Payment.** Repairs and maintenance shall be billed at the rate of \$65.00 per hour, plus parts. Parts shall be billed at cost plus twenty-eight percent (28%) of cost and gasoline at cost plus five (5) cents. The City of Pekin shall bill Tazewell County on a monthly basis. Tazewell County shall pay all such invoices within thirty (30) days of receipt.

4. **Limitation of Liability.** The City of Pekin shall not be liable for loss of or injury to Tazewell County's vehicles resulting from fire, flood, or other act of God, nor for an amount in excess of the amount of the repairs or maintenance on such vehicle. The City of Pekin shall not be liable to Tazewell County for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the City of Pekin's performance of or failure to perform its obligations hereunder, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost capital, or claims of constituents, in each case whether occasioned by any repair or maintenance performed by, or failed to be performed by, the City of Pekin or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. **Notices.** Notices shall be deemed delivered (a) when delivered if by personal delivery, (b) as indicated on the receipt when mailed U.S. Postal certified mail, return receipt requested or (c) as indicated on the receipt when delivered by a reputable private overnight mail or delivery for, and other than personal delivery, shall be delivered to the parties at their following addresses:

The City of Pekin
City Manager
City Hall
111 S. Capitol Street

Pekin, IL 61554

Tazewell County
County Administrator
Tazewell County Board Office
11 S. 4th Street
Pekin, IL 61554

CITY OF PEKIN, an Illinois
Municipality

TAZEWELL COUNTY, ILLINOIS

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

ATTEST:

By: _____
Its: _____

By: _____
Its: _____



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Intergovernmental Agreement – Tazewell-Woodford Head Start Vehicle Maintenance

AGENDA DATE REQUESTED: May 23, 2011

ACTION REQUESTED: Approve the intergovernmental agreement between the City of Pekin and Tazewell-Woodford Head Start for vehicle maintenance from June 2011 through May 2013.

DESCRIPTION: The City of Pekin offered the services of our vehicle maintenance facility to the Tazewell-Woodford Head Start Program to service their buses in 2007 as a way to save them money which benefits the local taxpayers and helps to keep their services in operation. Since that time, the contract was renewed with increases in the labor costs to reflect changes at that time. With this version of the agreement, all costs have been held at the last agreement levels with the exception of parts costs but the change will be more consistent with the agreement with Tazewell County. It is \$65 per hour labor, parts will now be cost plus 28% (versus 33 1/3%), and fuel is cost plus \$0.05 per gallon. Labor cost is being monitored and controlled to the point where the current rate will be beneficial to both parties. All work will be performed at the 1130 Koch Street facility. At the present time, they are storing their busses at the Koch Street facility which makes it both convenient for them and us to do the service work.

I recommend that this agreement be approved.

FINANCIAL IMPACT: No additional cost with potential for a small amount of income

NEIGHBORHOOD CONCERNS: None

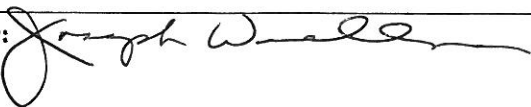
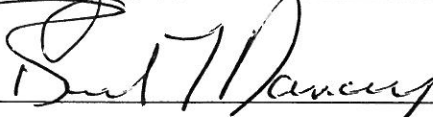
IMPACT IF APPROVED: City will continue to perform vehicle maintenance on the Tazewell-Woodford Head Start busses.

IMPACT IF DENIED: Head Start will have to take their fleet elsewhere for service at a higher cost and pay higher fuel prices.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

☐	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
☐	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
☐	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
☐	A High Quality of Life. To support or provide services that improves the quality of life for

	Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 5/16/11	
Finance Department (Certification of Availability of Funds):	
Date: 5-16-11 	
Corporation Counsel: 	
Date: 5-17-11	
City Manager: 	
Date: 5.17.11	

VEHICLE MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of June 2011, by and between the CITY OF PEKIN, an Illinois municipal corporation and TAZEWEEL-WOODFORD HEAD START.

WHEREAS, the City of Pekin and Tazewell-Woodford Head Start desire to set forth their agreement regarding maintenance and repair of Tazewell-Woodford Head Start vehicles by the City of Pekin; and

WHEREAS, the 1970 Illinois Constitution (Article XII, Section 10) and the Illinois Compiled Statutes (5 ILCS 22011-220/8) provide authority for intergovernmental cooperation; and

WHEREAS, the maintenance and repair of Tazewell-Woodford Head Start's and the City of Pekin's vehicles are essential to providing their respective services and may be obtained more effectively and economically on an area wide basis and by joint efforts and resources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term.** This Agreement shall begin on June 1, 2011 and terminate on May 31, 2013.

Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.

2. **Repairs and Maintenance of Vehicles.** When service or maintenance on its vehicles is needed, Tazewell-Woodford Head Start will deliver its vehicles to the City of Pekin's facility at 1130 Koch, Pekin, Illinois for such repair and maintenance. Each time Tazewell-Woodford Head Start delivers a vehicle, the vehicle shall be accompanied by a written authorization describing the work to be performed. All such authorizations shall be executed by Vicki Willis or designee. All repairs and maintenance shall be performed in a workmanlike manner.

Costs and Payment. Repairs and maintenance shall be billed at the rate of \$65.00 per hour, plus parts. Parts shall be billed at cost plus twenty-eight percent (28%) of cost. Gas purchase shall be billed at cost plus \$0.05/gallon. The City of Pekin shall bill Tazewell-Woodford Head Start on a monthly basis. Tazewell-Woodford Head Start shall pay all such invoices within thirty (30) days of receipt.

4. **Limitation of Liability.** The City of Pekin shall not be liable for loss of or injury to Tazewell-Woodford Head Start's vehicles resulting from fire, flood, or other act of God, nor for an amount in excess of the amount of the repairs or maintenance on such vehicle. The City of Pekin shall not be liable to Tazewell-Woodford Head Start for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the City of Pekin's performance of or failure to perform its obligations hereunder, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost capital, or claims of constituents, in each case whether occasioned by any repair or maintenance performed by, or failed to be performed by, the City of Pekin or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. **Notices.** Notices shall be deemed delivered (a) when delivered if by personal delivery, (b) as indicated on the receipt when mailed U.S. Postal certified mail, return receipt requested or (c) as indicated on the receipt when delivered by a reputable private overnight mail or delivery for, and other than personal delivery, shall be delivered to the parties at their following addresses:

The City of Pekin
City Manager
City Hall
111 S. Capitol Street
Pekin, IL 61554

Tazewell-Woodford Head Start

Attn: Bonnie Jones
233 Leadley Avenue
East Peoria, IL 61611
(309) 699-6843
1000 Koch Street
(309) 347-1971

CITY OF PEKIN, an Illinois
Municipality

TAZEWELL-WOODFORD HEAD START

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

RESOLUTION NO. 3-11/12

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the respective offices and for a term set opposite their names to the first Monday in May, unless otherwise specified.

AIRPORT	Don Barth	3 year term
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE	Dennis Kief John Fordham Carol Shields Charles Skip Schermerhorn	3 year term
ELECTRICAL COMMISSION Electrical Inspector Fire Inspector General Contractor Reg. Prof. Elec. Engineer Electrical Contractor Electric Utility Rep. Journeyman Electrician	Mark Reeder Kurt Nelson Ed Ghelardini Gene Lindholm Donald Erps Mike Fisher Harold Lard	1 year term
MAYOR'S ADVISORY COMMITTEE PERSONS WITH DISABILITIES	James Kolzow Libby Holbrook	3 year term
TRAFFIC SAFETY COMMITTEE	Timothy Gillespie	1 year term
POLICE PENSION BOARD Hal Watkins		2 year term to the 2nd Tuesday in May 2013
FIRE PENSION BOARD Charles Lauss		3 year term to the 3 rd Monday in April 2014
LIBRARY BOARD Carrie Allen Vickie Koch Leslie Leitner		3 year term to June 30, 2014

PEKIN PLANNING COMMISSION
Daryl Dagit
Jeff S. DuPage

3 year term to May 15, 2014

HUMAN RIGHTS COMMITTEE
Kristie Peterson
Gregg Ratliff

3 year term until May 2014

SISTER CITY COMMITTEE
P. Blake Lippi

3 year term until May 2014
(to fill unexpired term of Steger)

PPUATS – PEORIA/PEKIN URBANIZED AREA TRANSPORTATION STUDY

MAYOR LAURIE L. BARRAPPUATS POLICY COMMITTEE
DENNIS KIEFALTERNATE PPUATS POLICY COMMITTEE
JOSEPH WUELLNERPPUATS TECHNICAL COMMITTEE
MICHAEL GUERRAALTERNATE PPUATS TECHNICAL COMMITTEE

BE IT FURTHER RESOLVED that the Council of the City of Pekin, Illinois reaffirms the appointments of the following named persons until such time as their successors shall be named.

DEPUTY LIQUOR COMMISSIONER Sergeant Rick VonRohr

CITY CLERK Sue E. McMillan

CITY TREASURER James S. Wolf

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 23rd of May 2011.

Mayor Laurie L. Barra

ATTEST:

City Clerk Sue E. McMillan