



City of Pekin

REGULAR COUNCIL MEETING MONDAY, MAY 12, 2008
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Tebben

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: Motion to approve minutes of Regular Council Meeting of April 28, 2008.

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Police Department April Report and Traffic Safety Committee May Minutes
- 2. Charitable Solicitation:** Knights of Columbus Tootsie Rolls Donations September 19-21, 2008
- 3. Proclamations:** Knights of Columbus "Mentally Handicapped Week" September 19-21, 2008
- 4. Resolution No. 41 - 08/09 –** Appointment of Mayor Pro Tem and 1st Alternate

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. FIREFIGHTER OF THE YEAR

DESCRIPTION: Recognition of Service to Pekin Fire Department Driver/Engineer Darrell Sandifar

PRESENTATION: Fire Chief Chuck Lauss

2. PUBLIC HEARING TO CONSIDER THE SALE OF MUNICIPALLY OWNED PROPERTY (DK)

DESCRIPTION: Hearing for the purpose of considering testimony relative to the adoption of an ordinance providing for the sale of 225 Hanna Drive to Manufacturing Maintenance Solutions, Inc.

ACTION: Taken under New Business.

IX. NEW BUSINESS

1. Ordinance No. 2555-08/09 – Providing for the Sale of Municipally Own Property (SB)

DESCRIPTION: Approval of the Contract for Sale of Real Estate and Improvements with MMS for property in Riverway Business Park known as the former Nelson Building.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

2. Tourism Grant (SB)

DESCRIPTION: Approval of request from Dragon's Dome for NSA Girls Qualifier Softball Tournament.

ACTION: Motion to approve grant in the amount of \$2,434.33.

VOTE REQUIRED

3. Ordinance No. 1462-A 269 - 08/09 - Amending Title 8 of the Code of the City of Pekin 1995 Regarding No Parking Schedule (JW)

DESCRIPTION: Traffic Safety Committee recommendation to limit parking of vehicles on Washington from 10th Street to Court Street for a maximum of 2 hour parking. Also a recommendation to restrict parking on Derby Street from Allen Street to Hoff Street which includes substitution in the No Parking Schedule Derby Street north side from Allen Street to South 2nd Street.

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c.) 1. The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body

5 ILCS 120/2 (c.) 6. The setting of a price for sale or lease of Municipally Owned Property

ACTION: Motion to move to executive session.

VOTE REQUIRED

XII. ADJOURNMENT

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

NO VOTE REQUIRED

NEXT COUNCIL MEETING TUESDAY, MAY 27, 2008 5:30 P.M.

**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, APRIL 28, 2008 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

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

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor R. David Tebben.

Roll was called and all Council Members were present.

Agenda

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

Motion by Council Member Kortkamp, seconded by Council Member Jones, that the **minutes of the Regular City Council Meeting of April 14, 2008, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

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

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

1. Receive and File Monthly Reports and Minutes: Fire Department Report April and Liquor Commission Minutes dated February 28, 2008.

2. Approve Proclamation: "YWCA National Day of Commitment to Eliminate Racism"
April 28, 2008
"AMBUCS Week" April 28-May 2, 2008
"Motorcycle Awareness Month" May 2008
"Supportive Living Week" April 28-May 2, 2008

3. Receive and File West Nile Virus Grant Application to Tazewell County Health Dept

4. Receive and File Planning Commission Minutes dated April 9, 2008

5. Receive and File Pekin Planning Commission Hearings and Recommendations:

a. Hearing #08-1764 – recommends to approve Site Plan for Special Use for Drive-Thru for Convenient/Liquor Sales for Beck Oil located at 317 Derby Street

b. Hearing #08-1765 - recommends to approve Special Use for Drive-Thru for Convenient/Liquor Sales for Beck Oil located at 317 Derby Street

On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

RETIREMENT PRESENTATION

Director of Transportation Greg Ranney presented employee Sandy Davis with recognition, plaque, and retirement watch for her 33 years of service for the City of Pekin. He acknowledged her interest in the bus operations and transporting children as a bus driver.

RECOGNITION

Bruce Alkire, Chairman of the Board of the Economic Development Council for Central Illinois commended the City of Pekin and the staff for the efforts conducted as a team player for the region economic development. He noted the staff's pursuit in assisting the EDC in retaining the technology start-up company, I-Repair, that was being courted by two other states to remain in the area. With the involvement of a Pekin Bank branch, Morton headquarters, regional investors, and potential Pekin supplier, job opportunities would increase.

ANNOUNCEMENT

Bill Fleming, Director of the Pekin Area Chamber of Commerce, spoke to Council regarding activities for the Marigold Festival. He indicated the festival committee was promoting Pekin as the marigold capitol of the world and encouraged the community to plant as many as possible for the theme "grow the gold."

NEW BUSINESS

Motion by Council Member Dunn, seconded by Council Member Abel, that the **SIDE LETTER WITH RAIL SPLITTER ENERGY LLC AND TAZEWEEL COUNTY REGARDING ENTERPRISE ZONE FOR HORIZON WIND ENERGY**. City Manager Dennis Kief advised Council last meeting's approval of the amendment to the enterprise zone and the intergovernmental agreement in order to provide for the development of a wind farm. He indicated that the Side Letter specified the equally shared \$300,000.00 Certification Fee for allowing the addition of the project to the Enterprise Zone, the reduction on the EZ form 0.7336 to 0.1744 square miles after completion, and the provision eliminating expanded area if project did not happen. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Abel, that the **TOURISM GRANT TO DRAGON'S DOME FOR NSA GIRLS QUALIFIER SOFTBALL TOURNAMENT** be approved in the amount of \$1,833.00. Council Member Blanchard questioned the formula used in the Grant Guidelines as to not for profit being followed. Motion was made by Council Member Blanchard to amend the approval to an amount of \$500.00. The motion received no second. On roll call vote, Ayes, Strand, Kortkamp, Jones, Dunn, Abel, Tebben; Blanchard Nay. Motion Carried.

ORDINANCE NO. 2552-07/08

AMENDING TITLE 6, CHAPTER 2, OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING OFFENSES/MISDEMEANORS

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that Ordinance No.2552-07/08 be adopted. Police Chief Gillespie recommended the ordinance providing for impoundment fee recovery when motor vehicles were involved in certain criminal offenses such as possession of drugs, DUI, revocation of license, It was indicated by Mayor Tebben that in response to a police community survey the proposal was an aggressive means of DUI enforcement. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Blanchard, that the **SITE PLAN FOR DRIVE-THRU CONVENIENT/LIQUOR SALES AT BECK OIL** be approved. Public Works Director Joe Wuellner explained the recommendation of the Pekin Planning Commission was part of an upgrade to an existing business located at 317 Derby Street and would meet set back and landscape requirements when constructed. On roll call vote, Ayes, Kortkamp, Jones, Blanchard, Dunn, Abel, Tebben; Nay, Strand. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Dunn, that the **SPECIAL USE FOR DRIVE-THRU CONVENIENT/LIQUOR SALES AT BECK OIL**, be approved. Council Members applauded the efforts of the business for improvements. On roll call vote, Ayes, Kortkamp, Jones, Blanchard, Dunn, Abel, Tebben; Nay, Strand. Motion Carried.

RESOLUTION NO. 41-07/08

**DOWNSTATE PUBLIC TRANSPORTATION OPERATING ASSISTANCE AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION-GRANT
#3671 OP-08-09-IL**

Motion by Council Member Strand, seconded by Council Member Kortkamp, that Resolution No. 41-07/08 be adopted. Director of Transportation Greg Ranney explained the \$310,584.00 agreement with IDOT was a replacement contract to receive funding increase from 55% to 65% as a result of HB 0656 passage for the municipal bus service contracted to City Link. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Abel, that the **CITY CONCUR WITH THE RECOMMENDATION OF THE TAZEWELL COUNTY HIGHWAY DEPARTMENT TO AWARD THE CONTRACT FOR THE BROADWAY ROAD WIDENING PROJECT TO THE LOW BIDDER R A CULLINAN AND SON, INC.** Mr. Wuellner reported that IDOT opened bids for Tazewell County as lead agency in the project. The bid was higher than estimated but the parties did not want to want to risk rebidding in May. On roll call vote, all present voted Aye.

Motion by Council Member Dunn, seconded by Council Member Strand, that the **DESIGN AND CONSTRUCTION ENGINEERING AGREEMENT WITH FARNSWORTH GROUP, INC. FOR PHASE I WASTEWATER TREATMENT PLANT IMPROVEMENTS BE AMENDED BY THE AMOUNT NOT TO EXCEED \$61,665.00 FOR DESIGN AND BIDDING SERVICES AND \$20,000 FOR CONSTRUCTION OBSERVATION**, be approved. Mr. Wuellner advised Council of the changes in the scope of the project when it was found to be advantageous to raise the equipment seeing that the plant was down 4-6 weeks during the 1985 flood and that next year's permit would greatly limit CSO's allowed. On roll call vote, all present voted Aye.

RESOLUTION NO. 42-07/08

**ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S
SINGLE FAMILY OWNER-OCCUPIED REHABILITATION PROGRAM HO-2841**

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that Resolution No. 42-07/08 be adopted. Community Development Director Pam Anderson presented the approval to accept the \$168,000.00 SFOOR grant approved in January. CDBG dollars are allocated for additional funding of the IHDA program. Discussion followed on the requirements that houses be brought up to code and lead be addressed. Ms. Anderson indicated that there was a list of applications and that the \$168,000 would address 4 houses. On roll call vote, all present voted Aye.

ORDINANCE NO. 2553-07/08

**AMEND TITLE 3, CHAPTER 3 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING
THE LIQUOR COMMISSION**

Motion by Council Member Jones, seconded by Council Member Dunn, that Ordinance No. 2553-07/08 be adopted. Liquor Commission Tebben informed Council that the ordinance reorganized the structure of the commission and removed the function to submit findings regarding the existence and nature of violations. Council Member Blanchard expressed his concerns to changes to the commission. On roll call vote, Ayes, Strand, Kortkamp, Jones, Dunn, Abel, Tebben; Nay Blanchard. Motion Carried.

ORDINANCE NO. 2554-07/08

**AMEND TITLE 3, CHAPTER 3 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING
THE LIQUOR COMMISSIONER**

Motion by Council Member Jones, seconded by Council Member Abel, that Ordinance No. 2554-07/08 be adopted. Liquor Commissioner Tebben stated the ordinance provided for the appointment of persons to serve as deputy local liquor commissioners in an effort to give greater access in entering establishments and to perform duties in the Commissioner's absence. The authority and function of the deputy was discussed with Council. Council Member Blanchard stated his concerns. On roll call vote, Ayes, Strand, Kortkamp, Jones, Dunn, Abel, Tebben; Nay Blanchard. Motion Carried.

**RESOLUTION NO. 43-07/08
ANNUAL APPOINTMENTS**

Motion by Council Member Jones, seconded by Council Member Kortkamp, that Resolution No. 43-07/08 be adopted. On roll call vote, Ayes, Strand, Kortkamp, Jones, Dunn, Abel, Tebben; Nay Blanchard. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Strand received answers to her question regarding a City Open House. The details of the combination Fire Days and City Hall being open for tours on May 16 from 5 p.m. to 9:00 p.m. were announced. Council Member Jones expressed appreciation for the Library Open House celebrated on May 1 and commended the efforts and success of the 12th year event.

Council Member Blanchard wished all mothers a Happy Mother's Day on May 11.

Mayor Tebben indicated that the Tazewell County tax bills had been mailed and asked that Manager Denny Kief explain the breakdown. He presented a sample bill and indicated the breakdown included schools, townships, and only 14% was the municipality. He advised that rates had declined but EAV was up and the City of Pekin increase was minimal.

Greg Ranney announced that Spruce Up Pekin would be Saturday, May 3 for cleanup throughout the City. He advised that recycle would soon start the process of collecting all colored glass at the curb. He requested that the McDonald's location for recycling not be used for garbage drop-off.

Mr. Ranney also reported that the surveillance camera had been installed on the west side of the river and expressed appreciation for the donation of two poles from the phone company for installation.

Shirley Faichmey 320 State Street addressed Council and expressed opposition and concerns on the following:

- Increases in taxes
- Spending \$2 million dollars on extending Veterans Drive
- Expansion of the City boundaries. Caparison made that as a town grows the taxes increase.

EXECUTIVE SESSION

Council Member Abel, seconded by Council Member Blanchard, that Council move to Executive Session at 7:00 P.M. to discuss 5ILCS 120/2 (c.) 1. The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body
5 ILCS 120/2 (c.) 11. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.

On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 8:05 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR APRIL 2008

	APRIL 2007	MARCH 2008	APRIL 2008
TRAFFIC TICKETS	343	300	360
WARNING TICKETS	327	274	351
OFFENSES	517	506	544
ARRESTS	272	279	257
PARKING TICKETS	632	191	290
STOPS	728	840	864

Breakdown of Parking Tickets

Abandoned Vehicle	1	2	2
Fire Lane	0	0	2
No Parking Light	349	0	5
Handicapped	9	2	4
Improper Parking	33	45	8
Restricted Parking	213	139	268
No Parking Zone	21	2	5
Fire Hydrant	0	0	1
Meter Violation	6	0	0
Snow Ban	0	0	0
Bus Zone	0	0	0
TOTAL	632	191	290

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
MAY 2, 2008
CITY HALL CONFERENCE ROOM

PRESENT: Dennis Kief, Joe Wuellner, Tim Gillespie, Rick Bowman, Will Taylor. Also present, Mayor Tebben, Rob McAtee and Lee Ann Whel.

Old Business:

1. *Parking Concern – 1000 Block of Washington Street – Update*

John Neumann (owner of Pekin Prescription Lab, 1016 Court Street) was present at the meeting to report that he was unable to purchase the property on Washington Street to put in an employee parking lot. He stated that there is no other property available within 300 feet of his store that is available to purchase. The matter was discussed at length. It had been decided at the March meeting that a parking restriction decision would be made at the May meeting. The committee stated that once the restriction was in place, it would be monitored to make sure it relieves the traffic safety issue in this location. Denny made a motion to restrict parking to 2 hours on the south side of Washington Street from 200 feet east of 10th Street to Court Street. The motion was seconded by Rick. The vote was 3-2 in favor and the motion carried. This restriction will be consistent with similar locations in town. The recommendation will be presented to City Council at the May 12, 2008 meeting for their approval. If approved by City Council, the restriction will go into effect 10 days after the meeting. This matter will be on the November, 2008 traffic safety agenda for evaluation.

In connection with this matter, Denny made a motion to restrict left turns from eastbound Washington Street onto westbound Court Street. Will seconded the motion, all were in favor and the motion carried.

2. *California Road – Southern section – Update*

Rick reported that this matter is still in the hands of the Road Commissioner. The section would be renamed Oregon Road. There are no addresses in this section. The change is being made for clarification purposes for emergency response vehicles.

New Business:

1. *Salvation Army Parking Request*

This item had been presented and discussed at the March meeting. A motion was presented at that time by Denny to establish no parking on the north side of Derby Street from the railroad tracks (Allen Street) to Hoff Street. It was seconded by Tim. All agreed and the motion carried. This item is being recommended to City Council at the May 12, 2008 meeting for their approval.

2. *Stop Sign Request – 10th at Illinois Street*

Kary Oakley, 811 Illinois Street, and Nathan White, 901 Chestnut Street attended the meeting to present their concerns with traffic in their neighborhood. They are concerned with vehicles ignoring the yield sign at 10th and Illinois. They are asking for that sign to be replaced with a stop sign. The committee will monitor the area, discuss it at the next meeting and let the residents know the decision at that time.

3. *Speed Limit Reduction Request – Schramm Drive*

The traffic in this area has increased due to the construction at Parkway/Broadway. The area is being monitored and enforcement is being stepped up there.

Sgt. Rob McAtee attended the meeting to inform the committee of new equipment that the Police Department is evaluating to count vehicles and monitor speed. The equipment is called SpeedSpy. It is the same radar equipment that is in the squad cars. It monitors traffic time, date and speed. It is enclosed in a box that is mounted onto utility poles. It is a very covert way to monitor traffic.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JUNE 6, 2008 @ 8:30 A.M.



Knights of Columbus

ARCHBISHOP SCHLARMAN COUNCIL, No. 3507
715 North 11th Street
Pekin, Illinois 61554

April 28, 2008

Mayor David Tebben
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Dear Mayor Tebben,

For 38 years the Knights of Columbus throughout the State of Illinois and in Pekin have conducted an annual Mental Retardation/Learning Disabilities Tootsie Roll Drive. All of the proceeds are used to benefit mentally handicapped children and adults. NINETY PERCENT (90%) of our proceeds remain locally here in the Pekin area to be distributed to the Schramm School, the Ann Benjamin Handicapped Children's Summer Camp Trust Fund, the Miller Home, the U of I Extension MR Program, as well as Special Olympics.

The weekend set aside by our state officers this year is Friday, September 19, 2008 through Sunday, September 21, 2008. We ask you and the Pekin City Council for permission to distribute tootsie rolls and collect donations at locations in front of business establishments in the community. We also ask that you set aside that week by proclaiming it as Mentally Handicapped Week in Pekin.

Thank you for your consideration and support of our efforts.

Sincerely,

Stephen L. Sutton
MR/LD Tootsie Roll Drive Chairman
Knights of Columbus
Archbishop Schlarman Council #3507 of Pekin

WHEREAS, the Knights of Columbus in the State of Illinois have undertaken a project of assistance for the treatment and care of the mentally handicapped; and

WHEREAS, the local Councils of Knights of Columbus have annually conducted a statewide campaign in the communities in Illinois; and

WHEREAS, Archbishop Schlarman Council No. 3507 of Pekin will hold their Annual Tootsie Roll Drive the weekend of September 19th, 20th and 21st, 2008; and

WHEREAS, ninety percent of these proceeds stay in the Pekin area to support Schramm School, the Ann Benjamin Handicapped Children's Summer Camp Trust Fund, the Miller Home, the U of I Extension MR Program, as well as Special Olympics.

NOW, THEREFORE, BE IT RESOLVED that I, R. DAVID TEBBEN, Mayor of the City of Pekin, Illinois, do hereby proclaim the week of September 15th, 2008, to be

"MENTALLY HANDICAPPED WEEK"

in the City of Pekin, Tazewell County, Illinois and I urge all citizens to take cognizance of and cooperate in the campaign.

ADOPTED, this 12th day of May, in the Year of Our Lord, Two thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

-08/09

May 12, 2008

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 Jim Jones

1st Alternate Council Member Barb Strand



Employee News

Fire Fighter of the Year



It is my pleasure to announce the Pekin Fire Department Fire Fighter of the Year is Driver/Engineer Darrell Sandifar. Darrell has been with the Pekin Fire Department since June 21, 1992. Darrell was appointed to the position of Maintenance Coordinator May 1, 2006 and he currently is serving the Pekin Fire Department in that capacity. Darrell has been very instrumental in assuring that the vehicles are maintained and are in good working order on a daily basis, which can be frustrating at times. Darrell is a true professional when dealing with problems that are brought to him and when he has to deal with outside contractors used to maintain our equipment. Darrell shows his dedication to the Pekin Fire Department, as well as the City of Pekin, in everything that he does to make the day-to-day operations work smoother and easier for anyone that asks for his assistance. He is truly one of the easiest people to get along with.

Darrell is involved with the Pekin Fire Department Safety Committee, Accident Review Committee, Apparatus Committee, New Station Committee, HAZMAT Team, TRT Team and the Pekin Fire Department Honor Guard. Darrell is always willing to go the extra mile to get whatever task completed that is asked of him, and all it takes is a phone call and he is available, no matter what the time of day is.

Again, I am proud to announce that Darrell Sandifar is the 2008 Pekin Fire Fighter of the Year.

LIST OF EXHIBITS

Exhibit "A"

Legal Description of Real Estate and Improvements

Part of Block 3 of a resubdivision of RIVERWAY BUSINESS PARK of part of the West Half of Section 10, Township 24 North, Range 5 West of the 3rd P.M., in Tazewell County, Illinois, as shown on plat recorded in Plat Book "00", page 143, described as follows:

Commencing at the Southeast corner of said Block 3, said point being on the North right-of-way line of Hanna Drive, thence North 89° 59' 17" West, 358.50 feet along said North right-of-way line to the Southeast corner of Lot B, said point being the Point of Beginning; thence continuing North 89° 59' 17" West, 541.49 feet to a point on a curve to the right having a radius of 15.00 feet and its center located North 00° 00' 43" East, from said point; thence Northwesterly along said curve 23.57 feet to a point on the East right-of-way line of Riverway Drive; thence North 00° 02' 18" East, 173.76 feet along said East right-of-way line to a point on a curve to the left having a radius of 1090.00 feet and its center located North 89° 57' 42" West, from said point; thence Northwesterly along said curved East right-of-way, 124.50 feet; thence South 89° 59' 17" East, 563.60 feet; thence South 00° 02' 18" West, 313.00 feet to the point of beginning, containing 4.00 acres more or less, situated in Tazewell County, Illinois.



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: Contract For Sale of Real Estate and Improvements with Manufacturing Maintenance Solutions, Inc.

AGENDA DATE REQUESTED: May 12, 2008

ACTION REQUESTED: Approval of the Contract For Sale of Real Estate and Improvements with MMS

BACKGROUND: The City of Pekin is pleased to announce that another growing business will be locating in Pekin. The City has received a proposal from MMS (Manufacturing Maintenance Solutions, Inc.) to purchase the former "Nelson Building" at 225 Hanna Drive. This 19,000 square foot 9 year old building occupies 4 acres of property. MMS will begin their Pekin's operations with approximately 40 (FTE) positions and is in the expansion mode. The City of Pekin will be holding a Public Hearing regarding the possible sale of this building and property at the May 12, 2008 Pekin City Council Meeting. This addition to Pekin's Riverway Business Park continues the diversification strategy of the current city council. Steve Brown was the City's contact person on this project and Burt Dancey prepared the Contract Language.

FINANCIAL IMPACT: The City would receive \$700,000 for the sale of the building and 4 acre site.

NEIGHBORHOOD CONCERNS: Complies with Zoning Requirements and Riverway Business Park Covenants

IMPACT IF APPROVED: Sale of and putting a presently vacant City owned Building back on the property tax role.

IMPACT IF DENIED: Building remains vacant.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with a Prosperous Community theme.

REQUIRED SIGNATURES

Department Director

Finance Department

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager

ORDINANCE NO. 2555-08/09

**AN ORDINANCE ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE AND
IMPROVEMENTS AND
AUTHORIZING THE SALE, AND TRANSFER
OF MUNICIPALLY OWNED REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin owns the following described property (the "Property"):

Part of Block 3 of a resubdivision of RIVERWAY BUSINESS PARK of part of the West Half of Section 10, Township 24 North, Range 5 West of the 3rd P.M., in Tazewell County, Illinois, as shown on plat recorded in Plat Book "00", page 143, described as follows:

Commencing at the Southeast corner of said Block 3, said point being on the North right-of-way line of Hanna Drive, thence North 89° 59' 17" West, 358.50 feet along said North right-of-way line to the Southeast corner of Lot B, said point being the Point of Beginning; thence continuing North 89° 59' 17" West, 541.49 feet to a point on a curve to the right having a radius of 15.00 feet and its center located North 00° 00' 43" East, from said point; thence Northwesterly along said curve 23.57 feet to a point on the East right-of-way line of River way Drive; thence North 00° 02' 18" East, 173.76 feet along said East right-of-way line to a point on a curve to the left having a radius of 1090.00 feet and its center located North 89°57'42" West, from said point; thence Northwesterly along said curved East right-of-way, 124.50 feet; thence South 89° 59' 17" East, 563.60 feet; thence South 00° 02' 18" West, 313.00 feet to the point of beginning, containing 4.00 acres more or less, situated in Tazewell County, Illinois.

Commonly known as 225 Hanna Drive

Part of PIN # 10-10-10-100-034

WHEREAS, the City of Pekin and MANUFACTURING MAINTENANCE SOLUTIONS, INC., a corporation doing business in Illinois, have negotiated a Contract for Sale of Real Estate and Improvements (attached hereto and incorporated herein by this reference) wherein MANUFACTURING MAINTENANCE SOLUTIONS, INC., is to purchase the Property for the sum of \$700,000.00; and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is unoccupied and not needed for or used for governmental purposes or

proprietary activity and therefore, the said real estate is not required for the use of, or profitable to the municipality; and

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the questions of the sale of said real estate and was advertised in the Pekin Daily Times, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on April 26, 2008; and

WHEREAS, the City of Pekin and MANUFACTURING MAINTENANCE SOLUTIONS, INC. have negotiated a Contract for Sale of Real Estate and Improvements (attached hereto as Exhibit A and incorporated herein by this reference) wherein MANUFACTURING MAINTENANCE SOLUTIONS, INC. to acquire the Property for the sum of \$700,000.00; and

WHEREAS, after said public hearing on May 12, 2008, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin vacate the property and enter into said Contract for Sale of Real Estate and Improvements and sell the Property to MANUFACTURING MAINTENANCE SOLUTIONS, INC. pursuant to the terms and conditions of said Contract for Sale of Real Estate and Improvements; and

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

SECTION I. That the City of Pekin finds as facts the recitals herein above set forth.

SECTION II. That the Contract for Sale of Real Estate and Improvements, submitted by MANUFACTURING MAINTENANCE SOLUTIONS, INC. attached hereto as Exhibit A and by this reference incorporated herein, for the following described real estate:

Part of Block 3 of a resubdivision of RIVERWAY BUSINESS PARK of part of the West Half of Section 10, Township 24 North, Range 5 West of the 3rd P.M., in Tazewell

County, Illinois, as shown on plat recorded in Plat Book "00", page 143, described as follows:

Commencing at the Southeast corner of said Block 3, said point being on the North right-of-way line of Hanna Drive, thence North 89° 59' 17" West, 358.50 feet along said North right-of-way line to the Southeast corner of Lot B, said point being the Point of Beginning; thence continuing North 89° 59' 17" West, 541.49 feet to a point on a curve to the right having a radius of 15.00 feet and its center located North 00° 00' 43" East, from said point; thence Northwesterly along said curve 23.57 feet to a point on the East right-of-way line of River way Drive; thence North 00° 02' 18" East, 173.76 feet along said East right-of-way line to a point on a curve to the left having a radius of 1090.00 feet and its center located North 89°57'42" West, from said point; thence Northwesterly along said curved East right-of-way, 124.50 feet; thence South 89° 59' 17" East, 563.60 feet; thence South 00° 02' 18" West, 313.00 feet to the point of beginning, containing 4.00 acres more or less, situated in Tazewell County, Illinois.

Commonly known as 225 Hanna Drive

Part of PIN # 10-10-10-100-034

is hereby accepted by the City of Pekin, and said real estate is hereby vacated and shall be transferred to MANUFACTURING MAINTENANCE SOLUTIONS, INC. in accordance with the terms of the Contract for Sale of Real Estate and Improvements.

SECTION III. In accordance with the terms of said Contract for Sale of Real Estate and Improvements, the Mayor of the City of Pekin, for and on behalf of the City of Pekin, is hereby authorized and directed to convey and transfer the aforesaid real estate to MANUFACTURING MAINTENANCE SOLUTIONS, INC. by a proper Municipal Deed, and the City Clerk is hereby authorized to acknowledge and attest such Municipal Deed and to affix thereto the seal of the City of Pekin for and on behalf of the City of Pekin.

SECTION IV. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest said Contract for Sale of Real Estate and Improvements and such other documents as may be necessary to consummate the transaction contemplated herein and in said Contract for Sale of Real Estate and Improvements.

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

SECTION VI. That this Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK

CONTRACT FOR SALE OF REAL ESTATE AND IMPROVEMENTS

DRAFT FOR REVIEW

THIS AGREEMENT entered into as of the _____ day of May, 2008, by and between the **CITY OF PEKIN, ILLINOIS**, a municipal corporation, and a home rule unit of local government, exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at City Hall, 111 S. Capitol Street, Pekin, Illinois (the "City"), and **MANUFACTURING MAINTENANCE SOLUTIONS, INC.**, an Illinois corporation with offices at 800 W. Birchwood St., Morton, IL 61550 (the "Purchaser").

WITNESSETH:

WHEREAS, the City is the owner of certain land located in the City of Pekin, Illinois, which the City acquired for the purpose of developing a business park known as Riverway Business Park (the "Business Park") ; and

WHEREAS, the City and the Purchaser desire to enter into a contract for the sale by the City to the Purchaser of a certain of parcel of land in the business park, improved by a 19,000 square foot building more particularly described herein ("Acquisition Site").

WHEREAS, the City, to achieve the objectives of the Business Park and of the Purchaser, intends to assist the Purchaser by selling to the Purchaser the Acquisition Site; and

WHEREAS, the Purchaser intends to utilize the improvements and the Acquisition Site for operation of its businesses, and

WHEREAS, the City believes that the purchase and use of the Acquisition Site is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them do hereby covenant and agree as follows:

SECTION 1: DEFINITIONS.

A. **Definition of Terms.** Certain terms used in this agreement shall have the following meanings unless their content or use clearly indicates otherwise.

“Acquisition Site” means the real property to be acquired by the Purchaser, containing approximately 4.00 acres and any ~~Improvements~~ thereon, commonly known as 225 Hanna Dr., Pekin, IL, (PIN# 10-10-10-100-034), more fully described in **Exhibit “A”** attached hereto.

Deleted: i

“Agreement” means this Contract For Sale of Real Estate and Improvements.

“Authorized Representative” means such person at the time and from time to time designated to act on behalf of the Purchaser.

“City” means the City of Pekin, Illinois, a municipal corporation and home rule unit of local government.

“Improvements” means the buildings, appurtenances, fixtures and other structures now located, or to be constructed, on the Acquisition Site.

“Purchaser” shall mean Manufacturing Maintenance Solutions, Inc., an Illinois corporation.

B. **Construction of Words, Etc.** The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole. Unless otherwise specified, references to articles, sections and other subdivision of this Agreement are to the designated articles, sections and other subdivision of this Agreement as originally executed. The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: GENERAL PURCHASER COVENANTS. In addition to all other specific covenants and agreements contained in this Agreement, the Purchaser makes the following expressed covenants:

A. **Time.** All covenants contained in this Section 2 shall remain in full force and effect for a period of five (5) years unless otherwise stated, or performed, and unless the City expressly, by written document, waives any of same.

B. **General Covenants and Representations.** Subject to Section A, above, the expressed covenants and representations the Purchaser makes are as follows:

1. The Purchaser agrees to purchase the Acquisition Site as described in **Exhibit “A”** from the City for the sum of \$700,000.00 (Seven Hundred Thousand Dollars), in U.S. funds (the “Purchase Price”), as further described in Section 4 of this Agreement, and the further consideration of the Purchaser relocating its business, being manufacturing to the Acquisition Site, and continuing operation there.
2. The Purchaser represents that it will pay and keep current all City fees that may from time to time apply to the Acquisition Site.
3. The Purchaser covenants that it shall use the Acquisition Site for the manufacturing business it operates, and represents and affirms that it shall have an initial work force of approximately 40 employees, and expects to expand that number, City acknowledges that not all of Purchaser’s employees are will work at the Acquisition Site; Purchaser covenants that there will be at least 30 employees at the Acquisition Site.
4. The Purchaser shall promptly pay when due all real estate taxes and assessments which are a lien upon the Acquisition Site; provided, however, the Purchaser shall

Deleted: .

have the right, in good faith and by appropriate proceeding, to dispute or contest the validity or amount of any such tax or assessment, and during the pendency of any such dispute or contest, the Purchaser shall not be deemed to be in default under this Agreement provided the Purchaser has paid the disputed or contested amount under protest.

5. During the five (5) year period of this Agreement, the Purchaser will not take any action or in any manner cause the Acquisition Site to be removed from the real estate tax rolls as fully taxable real property.
6. The Purchaser shall, at the request of City, execute a Memorandum, in recordable form, to be recorded and indexed in the public records of Tazewell County, indicating in substance that for a period of five (5) years the Acquisition Site is subject to covenants and conditions of this Agreement. City agrees to record a termination and release of any such memorandum upon expiration of the period specified in paragraph (A) above.
7. The Purchaser agrees that during the term of these covenants the Purchaser shall not seek to remove the Acquisition Site from the Riverway Business Park Subdivision nor shall it seek to remove the Acquisition Site from the Planned Unit Development (the "PUD") in which the Business Park is located.
8. During the five year period of this agreement, the Purchaser agrees that unless it continues to operate on the Premises or has sold substantially all of its assets, it will not sublease any portion of the improvements or the Acquisition Site to a third party, without the express written consent of the City of Pekin, which shall not be unreasonably withheld.

9. The Purchaser agrees that if the Purchaser receives a bona fide third party offer to purchase all or a portion of the Acquisition Site, the City of Pekin shall have the right of first refusal to repurchase that portion of the Acquisition Site from the Purchaser, for the purchase price set forth in said third party offer.

10. Purchaser not further subdivide the four acre parcel without the express written consent of the City, which shall not be unreasonably withheld

Deleted: .

SECTION 3: CITY'S OBLIGATIONS, REPRESENTATIONS, AND RESERVATION OF RIGHTS.

A. Duties.

1. The City agrees to convey to the Purchaser the Acquisition Site in accordance with Section 4 of this Agreement.
2. The City shall cooperate and execute all documentation necessary to timely and fully comply with the provisions of the Responsible Property Transfer Act of 1988 as presently in effect or as periodically amended.
3. The City's approvals and consents are required from time to time for various purposes relating to the Acquisition Site, and any further construction or remodeling, including, without limitation zoning, land use planning, building code and related approvals, and other matters described in this Agreement. The City agrees to timely take all lawful steps necessary from time to time to furnish all such requisite lawful approvals, consents, ordinances and related official acts, and to cooperate with Purchaser in all reasonable respects to assure the timely commencement and completion of the Project.
4. City represents and warrants that it has good and merchantable title to the Acquisition Site and that it has full authority to convey the same.

Deleted: 5. The City agrees to provide Purchaser with an abatement of its portion of real estate and other local taxes in accordance with 35 ILCS 200/18-165 for the period of these covenants, to-wit: three (3) years.

B. **Council Approval.** The City of Pekin's execution and adoption of the contract will be made only after the required public hearing, and the City Council's decision and approval, after such hearing.

SECTION 4: SALE AND PURCHASE OF PROPERTY.

A. **Sale and Purchase of the Acquisition Site.** The City agrees to sell and Purchaser agrees to buy the Acquisition Site for the Purchase Price, on the terms set forth herein. Purchaser shall tender, with its execution of this Agreement, the sum of \$10,000.00 (Ten Thousand Dollars) as earnest money for the purchase, and the balance of the purchase price shall be paid at closing, which shall be determined and set forth after public hearing and Council action on the agreement. In the event the Council does not approve this Agreement, the earnest money will be immediately refunded to the Purchase. In the event of default by Purchaser under this agreement prior to closing, the earnest money shall be forfeited as liquidated damages.

B. **Title.** Within fifteen (15) days after the execution of this Agreement, City shall deliver to Purchaser's attorneys (at the address set forth in section "15" below), at City's expense, a title commitment for an owner's Title insurance policy issued by a title insurance company acceptable to Purchaser in the amount of the Purchase Price, showing title in City subject only to (a) the general exceptions contained in the policy; (b) title exceptions pertaining to liens or encumbrances of an ascertainable amount which may be removed by payment of money at the time of Closing, and which City may so remove at the time by using the funds to be paid upon delivery of the deed; (c) covenants, conditions, restrictions, reservations and easements of record and zoning laws; and (d) exceptions commonly permitted under the rules for examination of abstracts and title and acceptable to Purchaser (collectively the "Permitted Exceptions"). If title insurance discloses any exceptions which adversely affect Purchaser's

proposed use of the Acquisition Site or which render title to the Acquisition Site unmarketable, Purchaser or its attorneys shall give written notice of such exceptions to the City or its attorney of any such objectionable matters related to title (collectively, "Title Objections"). The City shall use its best efforts to cure any such Title Objections prior to closing. If City is unable to cure any such Title Objections, the Purchaser shall have the option to terminate this Agreement by written notice to the City, in which case, neither party shall have any further rights or obligations under this Agreement. Parties shall jointly pay any closing fee for the closing agent. The City of Pekin is to pay, in addition to titlework, all tax stamps for transfer. Purchaser is to pay for the recording of the deed.

C. **Purchaser's Contingencies.** The Purchaser's obligation to close its purchase of the Acquisition Site pursuant to this Agreement shall be contingent upon satisfaction or waiver by the Purchaser of the following contingencies (collectively, the "Contingencies") during the period commencing upon the full execution and delivery of this Agreement and ending on June 30, 2008 (the "Inspection period"):

1. Purchaser acknowledges that the improvements are being sold "AS IS", with a full waiver of any and all warranties, whether express or implied, and Purchaser understands and agrees that it is accepting the building in an "AS IS" condition, free and clear of any and all warranties.

2. Zoning. The Purchaser shall have confirmed that the Acquisition Site is properly zoned to permit the use by Purchaser as a commercial building containing a minimum of 19,000 square feet of as an office, manufacturing facility for the conduct of Purchaser's business.

Deleted: construction and

3. Purchaser's agreement to proceed is conditioned upon its obtaining financing, at such rate and terms as are acceptable to the Purchaser in its sole discretion, with a lender of its

choice. Purchaser agrees to use its best efforts and due diligence to make application for and seek such financing.

4. **Permits and Approvals.** The Purchaser shall have obtained such licenses, permits, and approvals of governmental authorities having jurisdiction as may be required for the lawful development of the Acquisition Site and the operation by Purchaser of an office, manufacturing, warehouse, and distribution facility for the conduct of Purchaser's business, including, without limitation, the following (to the extent required): subdivision approval, storm water drainage plan approval, curb cut permits, sign permits, site plan approval by the City of Pekin, Illinois Planning Board, and issuance of a building permit by the Building Department of the City of Pekin, Illinois (collectively "Permits and Approvals"); all such Permits and Approvals be final and not subject to appeal for reversal, and not subject to any condition or limitation which is unacceptable to the Purchaser in its sole judgment. City agrees to cooperate fully and approve any such permit or approval promptly.

5. **Utilities.** Purchaser shall have confirmed that natural gas, electric, water, sanitary sewer, storm sewer, telephone, and other utility facilities are available which are adequate to service the needs of Purchaser, and all appropriate governmental, regulatory, administrative, and private utility company or approvals shall have been issued to allow Purchaser to connect to, tap into, and use such utility facilities conditioned solely upon the payment of reasonable tap-in fees and customary utility charges. Utilities shall be transferred to Purchaser on the date of closing.

6. Environmental Audit. Purchaser shall have obtained, at Purchaser's expense, a written Phase I environmental assessment report (together with a Phase II environmental assessment report if such Phase I report suggests, but is inconclusive or incomplete as to the existence of possible environmental risk or violation), prepared by an

engineering firm acceptable to Purchaser verifying that the Property is free of any environmental risks or violations, and that the Property does not have or contain any underground tanks or other underground storage facilities which contain or may have at any time contained any petroleum product or any other hazardous or toxic substance regulated by any applicable federal, state or local laws relating thereto.

7. **Survey.** Purchaser shall have obtained, at Purchaser's expense, a current survey of the Property ("Survey") in such form, and depicting matters, to the reasonable satisfaction of Purchaser and verifying that there are no encroachments from the Property onto adjoining properties and no encroachments from adjoining properties onto the Property.

If by June 30, 2008, Purchaser has not notified the City that either (i) all of the Contingencies have been satisfied, or (ii) any of the Contingencies which remain unsatisfied have been waived by Purchaser, then either party shall thereafter have the right to terminate this Agreement by giving written notice of such termination to the other, in which event, neither party shall have any further rights against the other under this Agreement.

Parties agree that all utilities, if any, shall be prorated as of the date of closing.

C. **Delivery of Warranty Deed.** At Closing, on full payment of the Purchase Price and execution of this Development Agreement by the Purchaser, the City shall convey said real estate and improvement to the Purchaser by warranty deed subject to the Permitted Exceptions, and subject to any acts of the Purchaser.

D. **Closing.** The closing of the transaction contemplated herein shall be held at the offices of the title company that is issuing the title policy on **June 30, 2008 at 2:00 p.m.**, or at such other location and time as may be mutually acceptable to City and Purchaser (the "Closing Date" or the "Closing"). Time is of the essence of this agreement. At closing the parties shall make the following deliveries:

1. **City's Deliveries.** At Closing, City shall deliver to Purchaser the following:
 - a. **Deed.** An executed Warranty Deed to the Property prepared by City and in a form reasonably acceptable to Purchaser.
 - b. **Title Policy.** The Title Policy provided for in Section 3.1 hereof.
 - c. **ALTA Statement.** An executed ALTA Statement in the form required by the Title Insurer.
 - d. **Reserved.**
 - e. **Affidavit of Title.** An Affidavit of Title in customary form and substance.
 - f. _____
 - g. **Other Documents.** Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.

Deleted: Zoning Certificate. A zoning certificate from the City of Pekin authorizing the conveyance of the Property.

2. **Purchaser's Deliveries.** At Closing, Purchaser shall deliver to City the following:
 - a. **Purchase Price.** The Purchase Price as set forth in Section 2 hereof, plus or minor prorations provided for herein.
 - b. **ALTA Statement.** An ALTA Statement in the form required by the Title Insurer.
 - c. **Other Documents.** Such other documents, instruments, certifications and confirmations as may reasonably be required by City to fully effect and consummate the transactions contemplated hereby.
3. **Joint Deliveries.** At Closing, City and Purchaser shall jointly deliver to each other the following:
 - a. **Closing Statement.** An agreed upon closing statement.
 - b. **Transfer Tax Filings.** Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

E. **Taxes.** The City shall pay the general real estate taxes, if any, for the tax year 2007, payable in 2008, and for the tax year 2008, payable in 2009, on a prorated basis up to the date of closing hereunder. Subject to the terms of this Agreement, the Purchaser shall pay the general real estate taxes for the balance of the year 2008 and each year thereafter. Prorating shall be on the basis of the amount of the most recent ascertainable tax.

F. **Possession.** Purchaser shall be entitled to possession of said property upon payment of the Purchase Price and delivery of deed as herein provided.

SECTION 5: PURCHASER'S OBLIGATIONS AND RIGHTS.

A. **Conformance to Federal, State and Local Requirements.** All work with respect to the Improvements shall conform in all material respects to all applicable federal, state and local laws, regulations and ordinances, including but not limited to building codes, life safety codes.

B. **FIRPTA.** Purchaser shall cooperate and execute all documentation necessary to timely and fully comply with the provisions of the Responsible Property Transfer Act of 1988 as presently in effect or as periodically amended.

SECTION 6: REPRESENTATIONS OF THE PURCHASER. The Purchaser represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. **Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any offering or disclosure statement made or to be made on behalf of the Purchaser or of any restriction, agreement or instrument to which the Purchaser or any of its partners or venturers is now a party or by which the Purchaser or any of its partners or its venturers is bound, nor does the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Acquisition Site or upon any assets of the Purchaser, any related party, or any of its venturers under the terms of any instrument or agreement to which the Purchaser, any related party, or any of its partners or venturers is now a party or by which the Purchaser, any related party, or any of its venturers is bound.

B. **Revenue Act Compliance.** Purchaser certifies pursuant to 65 ILCS 5/11-42.1-1 that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

SECTION 7: ADDITIONAL COVENANTS OF THE PURCHASER.

Purchaser represents and warrants that it will not make or create any total or partial sale, assignment, conveyance, lease, or other transfer of the real estate and improvements, or any portion thereof, or of this agreement, without providing that the Transferee will and must be bound by the terms and conditions of this agreement, so long as it is effective.

Deleted: 1

SECTION 8: FURTHER ASSISTANCE AND CORRECTIVE INSTRUMENTS.

The City and the Purchaser agree that they shall, 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 from time to time, for carrying out the intention of or facilitating the performance of this Agreement.

SECTION 9: EVENTS OF DEFAULT AND REMEDIES.

A. **Events of Default.** The following shall be events of default with respect to this Agreement:

1. If any material representation made by the Purchaser or City in this Agreement, or in any certificate, notice, demand or request made by the Purchaser or City, in writing and delivered to the City or Purchaser, respectively, pursuant to this Agreement shall prove to be untrue or incorrect in any material respect as of the date made; or
2. Default in the performance or breach of any covenant, warranty or obligation of the Purchaser or the City in this Agreement, if such default continues for a period of ten (10) business days after notice of default has been given by the non-

defaulting party to the other; provided, however, that, in the event and that the alleged breach of this Agreement is of such a nature that the same cannot be fully cured within a ten (10) business day period, then the defaulting party's failure to comply with this Agreement shall not be an enforceable event of default hereunder so long as said party commences the curing of such failure within said ten (10) business day period, and proceeds thereafter with diligence and in good faith to fully cure the same; or

B. Remedies on Default.

1. Notice of Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other, take immediate action to cure or remedy such default or breach, and, in any event, within 30 days after receipt of such notice. If such course of action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure or remedy such default or breach.
2. Non-limitation of Remedies. This section shall in no way limit the remedies of the City and Purchaser pursuant to the other sections of this Agreement and pursuant to law and equity in the event of default by either party.
3. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different

times, of any other such remedies for the same default or breach by the other part.

No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

C. **Agreement to Pay Attorney's Fees and Expenses.** In the event a party should default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses to bring action for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement as provided herein, the losing party in such action agrees that it will, on demand therefor, pay to the prevailing party the reasonable fees of such attorneys and such other expenses so incurred by the prevailing party with respect to the issues upon which the prevailing party has prevailed.

D. **No Waiver By Delay.**

1. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the City with respect to any specific default by the

Purchaser under this section be considered or treated as a waiver of the rights of the City, with respect to any other defaults by the Purchaser under this section or with respect to any defaults under any section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the City.

2. Any delay by the Purchaser in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Purchaser should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the Purchaser with respect to any specific default by the city under this section be considered or treated as a waiver of the rights of the Purchaser, with respect to any other defaults by the City under this section or with respect to any defaults under any section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the Purchaser.

SECTION 10: REAL ESTATE COMMISSIONS. Each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agent commissions in connection with this Agreement, and City and Purchaser each agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation or contract with City or Purchaser, respectively.

SECTION 11: NOTICES. All notices required and provided for in this Agreement

shall be sent to the following parties on behalf of the City and the Purchaser.

To the City:

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

With a copy to:

Burt L. Dancey
109 S. 4th
PO Box 873
Pekin IL 61555-0873

with copies to Corporation Counsel.

To Purchaser:

Manufacturing Maintenance Solutions, Inc.
Attn: Jim Cochran and Wendell Good
800 W. Birchwood St.
Morton, IL 61554

With a copy to:

Jay Greening
Chris Oswald
Miller, Hall & Triggs
416 Main Street
Suite 1125
Peoria IL 61602

All notices given in accordance with this Section shall be deemed to have been sufficiently given if personally delivered or sent Certified Mail Return receipt Requested, or by nationally recognized overnight courier service (such as Federal Express, Airborne Express, etc.). Notices given in accordance with this Section shall be deemed to have been given (i) if personally delivered, upon delivery; or (ii) if sent by nationally recognized overnight courier service, one day after sending. Either party may, by written notice given in accordance with this Section, designate a different address or addresses to which such notices shall be sent.

SECTION 12: CONSTRUCTION OF AGREEMENT/VENUE. This Agreement shall be construed pursuant to the laws of the State of Illinois. As a substantial portion of the duties and obligations of the parties created hereunder are performable in Tazewell County, Illinois, Tazewell County, Illinois shall be the sole and exclusive venue for any litigation or other proceedings as between the parties that may be brought, or arise out of , or in connection with or by reason of this Agreement.

SECTION 13: COUNTERPARTS. If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

SECTION 14: BINDING EFFECT. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

SECTION 15: AMENDMENT AND WAIVER. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

SECTION 16: INTEGRATED AGREEMENT. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

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

[SIGNATURES NEXT PAGE]

CITY

CITY OF PEKIN, an Illinois municipal corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

PURCHASER

MANUFACTURING MAINTENANCE SOLUTIONS, INC.
An Illinois corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

This Instrument Prepared By:
Burt L. Dancey
Assistant Corporation Counsel
109 So. Fourth St., P.O. Box 873
Pekin, IL 61555-0873 Telephone: (309) 346-4148

LIST OF EXHIBITS

Exhibit “A”	Legal Description of Real Estate and Improvements
-------------	---

EXHIBIT "A" TO PURCHASER AGREEMENT

Legal Description of Real Estate and Improvement

Part of Block 3 of a resubdivision of RIVERWAY BUSINESS PARK of part of the West Half of Section 10, Township 24 North, Range 5 West of the 3rd P.M., in Tazewell County, Illinois, as shown on plat recorded in Plat Book "00", page 143, described as follows:

Commencing at the Southeast corner of said Block 3, said point being on the North right-of-way line of Hanna Drive, thence North 89° 59' 17" West, 358.50 feet along said North right-of-way line to the Southeast corner of Lot B, said point being the Point of Beginning; thence continuing North 89° 59' 17" West, 541.49 feet to a point on a curve to the right having a radius of 15.00 feet and its center located North 00° 00' 43" East, from said point; thence Northwesterly along said curve 23.57 feet to a point on the East right-of-way line of River way Drive; thence North 00° 02' 18" East, 173.76 feet along said East right-of-way line to a point on a curve to the left having a radius of 1090.00 feet and its center located North 89°57'42" West, from said point; thence Northwesterly along said curved East right-of-way, 124.50 feet; thence South 89° 59' 17" East, 563.60 feet; thence South 00° 02' 18" West, 313.00 feet to the point of beginning, containing 4.00 acres more or less, situated in Tazewell County, Illinois.

Commonly known as 225 Hanna Drive, Pekin, Illinois

PIN 10-10-10-100-034



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Tourism Grant – Pekin Dragon's Dome - NSA Girls Qualifier Softball Tournament

AGENDA DATE REQUESTED: May 12th, 2008

ACTION REQUESTED: Approval of Visitors Bureau Grant

BACKGROUND: Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)

Final papers were satisfactorily submitted for the NSA Girls Qualifier Softball Tournament, age divisions of 10 and 12 years totaling 27 teams. Held March 7th through the 9th. Approximately 1,200 people in attendance for the tournament with 200 hotel rooms booked for the event. I would recommend that their grant in the amount of \$2,434.33 (1/3 of 7,303.00 in expenses) be approved.

ECONOMIC IMPACT IN COMMUNITY: \$121,200.00

FINANCIAL IMPACT: \$2,434.33 for the event (Budgeted line item from Hotel/Motel Tax Revenue)

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Payment made for successful event

IMPACT IF DENIED: The potential of financial hardship for continuance of this tournament

ALTERNATIVES: No options available

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme. Boost in added income for local restaurants, shopping, and gas.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

[Handwritten signatures and dates]
5-7-08
5/7/08

REC'D: 5-26-08

Rec'd - 4/1/08



Grant Pre-Application

Please select the grant for which you are applying

- ☒ Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)
- ☐ Community Event Grant (for Pekin nonprofit groups planning a community event - amount not to exceed 50% total cost of event, or \$500.00, whichever is less)

Organization Name

Dragons Dome

Contact Person

Cindy Galyean

Address

3401 Griffin Ave

Phone

346-4123

Fax

346-4124

E-mail cgalysan@dragonsdome.com

Is the organization certified not-for-profit

No

Event Description:

Event Name

NSA Qualifier

Description

Softball Tournament

Location

Dragons Dome

Date

3/7 - 3/9/2008

Start Time

7:00am

End Time

1:00am

Will food and beverages be available

yes

Do you have an authorized liquor license?

yes

Describe the alternate plan if inclement weather occurs

weather is not a factor

Event Attendance (estimated):

Estimated Number of attendees

1200

Number of guests staying in Pekin Hotels

300+

Estimated Number of Hotel Rooms booked

200

Distance guests will travel (in miles)

350+

Describe how this event will bring visitors to Pekin

Tournament play Fri + Sat

Describe any "spin off" local events from overnight guests

Event History:

Number of years this event has been held:

1st year

Number of attendees last year:

Number of guests staying in Pekin Hotels last year:

List the profit or loss for last year's event:

Publicity:

What methods will this event be publicized (attach a marketing plan if available):

NSA National Website
PLAYNSA.COM

Please check what kind of media coverage you expect to attract:

☒ Local

☐ Regional

☒ State

☒ National

☐ International

If a grant is awarded, the Pekin Visitor's Bureau must be acknowledged in all media and advertising.

Budget:

Total amount estimated from the Pekin Visitor's Bureau:

\$ 2800.00

For Visitor's Bureau grant (for groups bringing overnight visitors to Pekin) amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less. For Pekin corporate groups planning a community event, amount is not to exceed \$500.00.

Please specify the use of funds being requested:

Tournament Expense

Please attach a copy of your estimated budget, listing all expenses and other revenue sources. I have read and agree to comply with the attached "City of Pekin Policy for Visitor's Bureau Program".

Submitted by:



Date:

3/13/08

<

For Office Staff:

☐ Application eligible for grant funds

(list amount and date approved)

☐ Grant Eligibility Denied

(list date denied)

Signed by:

Date:

Pekin Visitor's Bureau Comments:

Distribute to:

☐ City Clerk

☐ Police Chief

☐ Fire Chief

☐ Accounting

☒ Economic Development Coordinator

☒ City Manager

☒ Pam Anderson

NSA Qualifier
March 7-9, 2008

INCOME

REGISTR \$8,100.00 27 Teams

TOTAL \$8,100.00

EXPENSES

Umpires	\$3,150.00
Awards	\$150.00
NSA Fees	\$675.00 \$25 per team
Softballs	\$728.00 14 Doz @ \$52.
Dir Fee	\$350.00
UIC Fee	\$250.00
Payroll	\$325.00
Utilities	\$1,000.00
Bid	\$2,000.00
TOTAL	\$8,628.00



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragons Dome

Contact Person: Cindy Calyear

Address: 3401 Griffin Ave

City, State, Zip: Pekin IL 61554

Phone: 346-4123

Date(s) of Event: 3/7 - 3/9/2008

Amount of Grant Requested: \$ 2,800.00

(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (attach list of expenses): \$ 8628.00

Total Income from Event (attach list of revenues): \$ 8100.00

Publicity (attach copies)

Actual Attendance: 1200 +

Number of hotel rooms used (specify hotel): 200 - Between H. Inn + Concorde

Hotel Representative: Cindy Calyear

Brief narrative report on completed project: largest indoor Tournament ever held at the Dome with 27 Teams

Economic Impact:

Number of People: 1,200 multiply by \$89 per day = \$ 106,800

Number of Nights: 200 multiply by (room rate) = \$ 14,400

Total - 121,200

DUDLEY SPORTS

Men's Super World Series



PlayNSA.com Menu

- Home
- About Us
- Contact Us
- Hall of Fame
- NSA Apparel
- NSA Team Sanction
- BPA Team Sanction
- Team Login
- Director Login
- State Directors
- State UIC's
- Tournaments
- World Series
- World Series Results
- Rulebook
- Insurance
- Approved Equipment
- Disagreement Procedures
- Umpire Registration
- UIC Login
- Discussion Board
- Image Gallery
- Mailing List
- Web Links
- Surveys
- Your Account

Who's Online

There are currently, 0 guest(s) and 14 member(s) that are online.

You are Anonymous user.
You can register for free by clicking here

Search



Welcome to PLAYNSA.COM.
National Softball Association, Inc.

Official Website of the National Headquarters Ofc
Established in 1982 by Hugh Cantrell in Lexington, Kentucky.
The National Softball Association is a full service organization
that offers a division of play and a level of competition that
YOUTH through ADULT can enjoy.

NEWS RELEASE: 2008 TEAM REGISTRATIONS ARE OPEN!!!!

2008 Team Registrations are now open and you can start signing up NOW to receive your 2008 sanction number!

If you have any questions, please contact your state director.....

Thanks for playing NSA!

Posted by nsa on Monday, November 26 @ 20:45:20 CST
(Read More... | NEWS RELEASE | Score: 1)

World Series News: 2008 NSA Girl's Fast Pitch World Series Dates and Locations

2008 Class A 18U and Class B 18U --
Birmingham, AL
July 15-20
Divisions 18U for all 50 states and Canada
For more information go to: www.nsafastpitchworldseries.com

Class A

2008 Class A East - Columbus, OH
July 20-27
Divisions - 10 U - 16 U and 8 U Coach Pitch
For more information go to: www.nsafastpitchworldseries.com

2008 Class A West - Reno, Nevada

Search:

Team Points

Adult

JM2 Landscaping/Aim High 520
BallzDeep-Tampa 510
Worth Sports/RPN 470

Youth

Charlotte Blaze Red 12U 300
Indy Diamond Chix - 12u 300
Alexander Gold 10U 285

[Click Here for More Lists](#)

National Convention



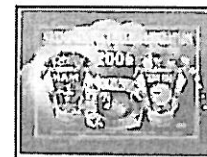
2008 National Convention

Player Forms

[Player Release Form](#)

How to Qualify

NEW! RINGS



[How to Qualify for the NSA and Dudley Men's Super World Series](#)

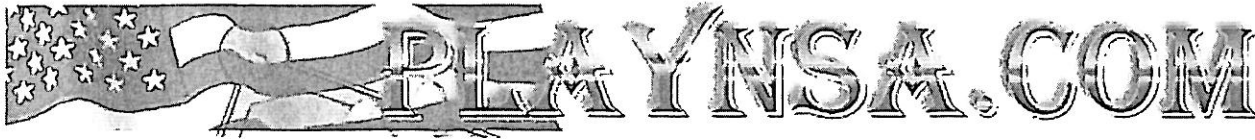
[NSA and Dudley Men's Super World Series NIT Tournament List](#)

[Image Gallery](#)

Softball

DUDLEY SPORTS

Men's Super World Series



Search:

[Back to Search](#)

DOME WSQ 12U

Age: Youth 12 | Class: Class A, Class B | Division: Girls

March 07, 2008 - March 09, 2008

Top 12U teams in the midwest.

Age Placement		Team Name	State	Won	Lost	Ties	World Series
12u	1	Sterling Steam 95	IL	5	1	0	✓
12u	2	East Peoria Express	IL	4	1	0	✓
12u	3	Naperville Diamonds DH	IL	4	1	0	
12u	4	Starved Rock Bandits '95	IL	1	3	0	
12u	5	CIGS REBELS GOLD	IL	2	1	0	
12u	6	Starved Rock Bandits '96	IL	2	2	0	
12u	7	QC Firebirds 96	IL	2	2	0	
12u	8	Marshall SheCats	IL	3	1	0	
12u	9	Heartland Mayhem	IL	2	1	0	
12u	10	Midwest Sluggers '95	IL	1	2	0	
12u	11	Mattoon Cobras	IL	0	3	0	
12u	12	Caledonia Chaos 12u	MI	0	3	0	
12u	13	Tinley Park Bobcats 12U	IL	0	3	0	
12u	14	Sterling Steam 96	IL	0	3	0	



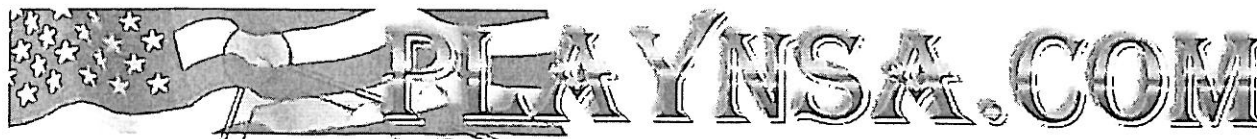
All logos and trademarks in this site are property of their respective owner. The comments are property of their posters, all the rest
© 2002 by me

You can syndicate our news using the file `backend.php` or `ultramode.txt`

Web site engine's code is Copyright © 2002 by PHP-Nuke. All Rights Reserved. PHP-Nuke is Free Software released under the GNU/GPL license.

Page Generation: 0.135 Seconds

National Sponsors



Search:

[Back to Search](#)

DOME WSQ 10U

Age: Youth 10 | Class: Class A, Class B | Division: Girls

March 07, 2008 - March 09, 2008

Top 100 teams in the Midwest.

Age Placement		Team Name	State	Won	Lost	Ties	World Series
10u	1	Cedar Rapids Blue Devils 10 Royal	IA	5	0	0	✓
10u	2	Southern Express 10U	IL	4	1	0	✓
10u	3	Heartland	IL	3	1	0	
10u	4	Q.C. FIREBIRDS USA	IL	3	2	0	
10u	5	East Peoria Express	IL	2	1	0	
10u	6	Indiana Force	IN	2	2	0	
10u	7	Marshall SheCats	IL	2	2	0	
10u	8	Starved Rock Bandits	IL	1	3	0	
10u	9	New Lenox Power 10u	IL	1	2	0	
10u	10	Mattoon Cobras 10u	IL	1	2	0	
10u	11	Sterling Steam 98	IL	0	3	0	
10u	12	Tinley Park Bobcats 10U	IL	0	3	0	
10u	13	Central Illinois Diamonds 10u	IL	0	3	0	



All logos and trademarks in this site are property of their respective owner. The comments are property of their posters, all the rest © 2002 by me

You can syndicate our news using the file `backend.php` or `ultramode.txt`

Web site engine's code is Copyright © 2002 by PHP-Nuke. All Rights Reserved. PHP-Nuke is Free Software released under the GNU/GPL license.

Page Generation: 0.100 Seconds

ORDINANCE NO. 1462-A-269 -08/09

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1 D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
WASHINGTON STREET
AND DERBY STREET**

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;

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

1. No parking all days - Derby Street north side from Allen Street starting from railroad tracks west to South Second Street.
2. No parking 2-hours 9am-5pm Mon-Sat -Washington Street south side starting 200 feet east of 10th Street east to Court.

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 December 10, 2007 in its entirety, and inserting the No Parking Schedule dated May 12, 2008 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 _____, 2008; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2008.

Mayor

ATTEST:

City Clerk

Time	Duration	Days	On Street	At or From	To	Direction	Side
Total	Always	All days	Ann Eliza Street	11th Street	12th Street	East-West	Both
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both
Total	6:00am-6:00	Mon-Fri	Buena Vista	Broadway	South 620'	North	East
15 minutes	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East End	East-West	Both
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both
Total	Always	All days	Court Street	South 4th Street	80' West	East	South
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both
2 hours	8am-4pm	School	Court Street (Frontag	East Shore Drive	West Shore Drive	East-South	Both
Total	Always	All days	Cynthiana Street	Broadway	South 2nd Street	West	Both
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both
Total	Always	All days	Hanna Drive	South 2nd Street	East end	East-West	Both
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both

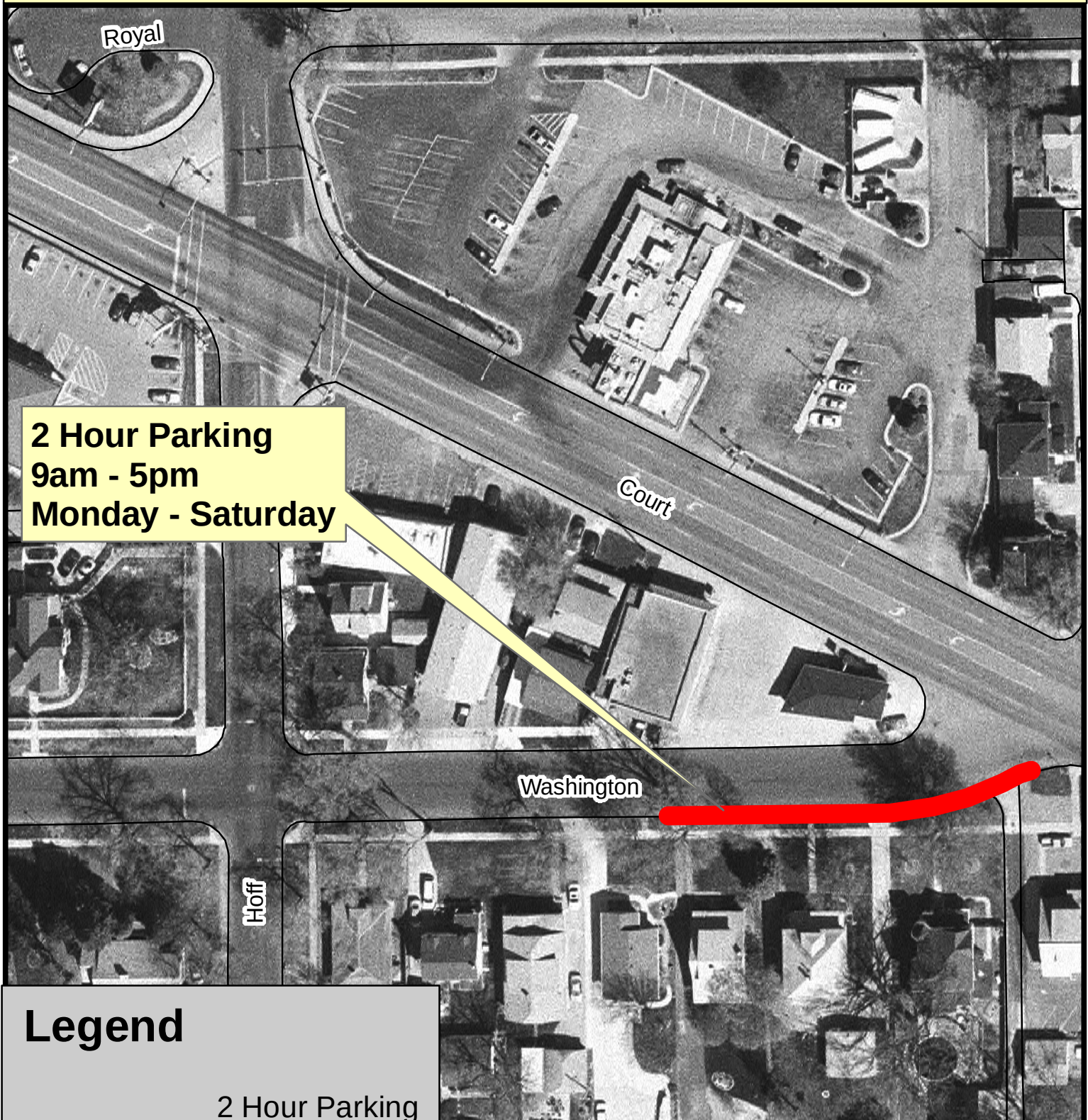
Time	Duration	Days	On Street	At or From	To	Direction	Side
Total	8:15am-8:45	School	Highwood Avenue	341' south of Melanie	456' north of Powers	North	East
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West
2 hours	9am-5pm	Mon-Sat	Hillyer Street	South 6th Street	South 8th Street	East-West	Both
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both
Total	Always	All days	Koch Street	South 2nd Street	South 14th Street	East	Both
Total	Always	All days	Koch Street	Summer Street	100' East	West	North
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both
Total	Always	All days	Market Street	North 19th Street	East dead end of street	East-West	Both
Total	8:15am-8:45	School	Matilda Street	North 13th Street	North 14th Street	East-West	North
Total	Always	All days	McLean Street	2nd Street	West End	East-West	Both
Total	Always	All days	McLean Street	151' West of 8th Street	225' West of 8th Street	West	North
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg Court	East	South
Total	Always	All days	Meyers Court	12th Street	West End	East-West	Both
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both
2 hours	9am-5pm	Mon-Sat	N Capitol Street	Court Street	Caroline Street	North-South	Both
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both
Total	Always	All days	North 18th Street	James Road	50' South of James Road	South	West
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both

Time	Duration	Days	On Street	At or From	To	Direction	Side
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both
2 hours	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East
2 hours	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West
Total	Always	All day	North 6th Street	Court Street	100' North	North	East
30 minutes	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both
2 hours	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	Both
2 hours	Always	All days	Park Avenue	South 13th Street	250' East of 13th Street	East	South
15 minutes	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South
Total	Always	All days	Park Avenue	250' East of 13th St	South 14th Street	East	South
2 hours	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South
Total	Always	All days	Parkway Drive	368' south of Sheridan	427' south of Sheridan	North	East
Total	Always	All days	Parkway Drive	Court Street	Northern city limit	North-South	Both
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South
Total	Always	All days	Prince Street	12th Street	14th Street	East-West	Both
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both
Total	Always	All days	RWBP Frontage Roa	Enterprise Drive	North end	North-South	Both
2 hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	Both
2 hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	South 2nd Street	West	Both
Total	Always	All days	Sheridan Road	600 ' east of Redwood	Lick Creek Bridge	East-West	Both
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West

Time	Duration	Days	On Street	At or From	To	Direction	Side
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both
Total	Always	All days	South 10th Street	Park Avenue	105' S	North	East
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East
Total	Always	All days	South 13th 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 14th Street	Center Street	Court Street	North-South	Both
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McLean	North	East
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both
30 minutes	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both
Total	Always	All days	South 4th Street	Court Street	52' South of Court Street	South	West
Total	Always	All days	South 4th Street	St Mary Street	100' South	South	
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both
Total	Always	All days	South 6th Street	Broadway	Washington Street	South	Both
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both
15 minutes	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both
2 hours	9am-5pm	Mon-Sat	South 7th Street	Washington	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 7th Street	Derby Street	50' North of Derby Street	North	East
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' South	North	Both

Time	Duration	Days	On Street	At or From	To	Direction	Side
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 7th Street	Haines Avenue	West	Both
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East
Total	Always	All days	Washington Street	165' East of Buena Vis	230' East of Buena Vista	West	North
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North
2 hours	9am-5pm	Mon-Sat	Washington Street	200' East of 10th St	Court Street	East	South
Total	Always	All days	Washington Street	South 10th Street	75' East of South 10th Stree	East	South
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South
Total	Always	All days	Washington Street	South 6th Street	88'	East	North
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	West	South
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both

2 Hour Parking 9am - 5pm Mon-Sat: Washington St South side 200 feet east of 10th St to Court Street



Legend



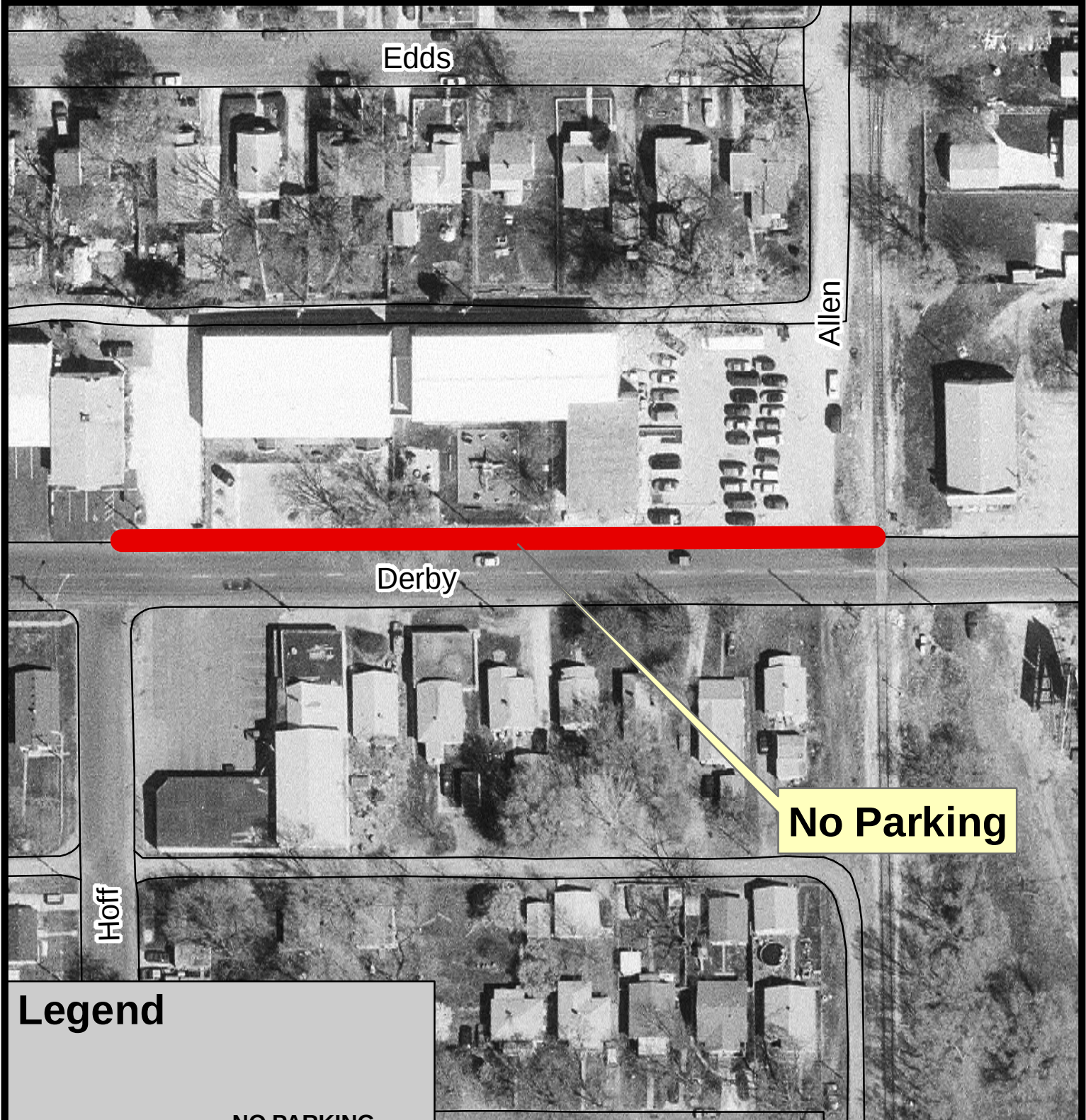
2 Hour Parking
9am - 5pm
Mon - Sat

0 50 100 200 Feet

April 29, 2008, City of Pekin, Greg Gurbal - GIS Coordinator



No Parking: Derby Street North side from Allen Street to Hoff St



Legend

 NO PARKING

0 50 100 200 Feet

May 7, 2008, City of Pekin, Greg Gurbal - GIS Coordinator

