City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF MONDAY, FEBRUARY 8, 2010
5:30 P.M.

FY 2011 BUDGET WORK SESSION BEFORE THE MEETING 4:00 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Rusty Dunn

III. ROLL CALL

Clerk to Call the Roll.

IV. APPROVAL OF AGENDA

ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: *Motion to approve minutes of Regular Council Meeting of Monday, January 25, 2010.*

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. Speakers will be limited to 3 minutes.

VII. CONSENT AGENDA

1. **Receive and File Monthly Reports and Minutes:** Building Department, Inspections, and Zoning Reports November 2009, December 2009, and January 2010; Liquor Commission approved minutes dated December 17, 2009 and unapproved minutes dated January 28, 2010; Animal Control January 2010; and Police Report January 2010.

2. **Charitable Solicitation:** Hardcore Jeremy Benefit — February 13, 2010
   Alicia Bays — collection cans

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. **Presentation:** Chief Kurt Nelson Fire Department Year End Report

2. **Presentation:** Attorney Burt Dancey Freedom of Information Request Act

IX. NEW BUSINESS

1. **Illinois Department of Natural Resources Lease** **(JW)**

   DESCRIPTION: *Five Year extension of a 2005 lease of property from the IDNR along Route 29 at Pekin Lake. The land was originally lease for $75.00 per year to construct the "Welcome to Pekin" on the north side of town. There is no lease fee involved for the renewal.*

   ACTION: *Motion to approve the Agreement.*

2. **2010 March Madness Experience Contribution** **(SB)**

   DESCRIPTION: *Recommendation of Tourism Committee to contribute $5,000.00 as regional partner sponsor of the IHSA Boy's State Basketball Tournament.*

   ACTION: *Motion to approve Tourism Funds in the amount not to exceed $5,000.00.*

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c) 2.
Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

5 ILCS 120/2 (c) 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.

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

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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, JANUARY 25, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING

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

ABSENT: NONE

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The **Pledge of Allegiance** was led by Holden Neiukirk, grandson of Police Chief Ted Miller.

Roll was called and all Council Members were present.

AGENDA

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

MINUTES

Motion by Council Member Kortkamp, seconded by Council Member Barra, that the **minutes of the Regular City Council Meeting of January 11, 2010 be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Mark Smith, 607 Washington Street, read from a prepared statement his concerns on two items under New Business. He expressed regret in that the establishments were not informed of changes occurring to the Liquor Code. He also spoke on the minimal maintenance at best to Court Street and streets in the area of the Mall.

Steve Moore, 2020 Westgate, spoke in support of the appointment to the Housing Authority of his mother Shirley Moore.

CONSENT AGENDA

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

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

1. **Receive and File Monthly Reports and Minutes:** Traffic Safety Minutes dated January 8, 2010, Tazewell County Animal Control December Report, EDAC Minutes dated December 15, 2009, Tourism Committee Minutes dated December 15, 2009, and Fire Department Annual Report 2009.

2. **Charitable Solicitation:** “Benefit for Eric Albers”, February 12, 2010.

3. **Resolution No. 33-09/10 -** Regarding Minutes of Executive Session Meetings.

4. **Resolution No. 34-09/10 –** Mayor’s Appointment of Shirley Moore to the Pekin Housing Board for a 5 year term until January 14, 2015.

5. **Receive and File –** Revised Final Recorded Plat of Lakeview Estates Subdivision.

On roll call vote, all present voted Ayes.

COMMUNICATIONS, PETITIONS, REPORTS, PRESENTATION
Council and Chambers hosted a series of **Retirement Recognitions** with friends, family and fellow employees in attendance. The following were presented retirement watches:

- Dawn Breaden began work for the Library in 1977 and transferred to the Accounts Payable department in 2005. She was recognized by Personnel Director Patricia Pollock and Assistant Finance Director Angie Evans for her eagerness to learn, quick wit and a extraordinary sense of humor.
- Police Chief Ted Miller spoke of Mary Bourdeau's 25 years in the department and her efficiency as legal assistant to the courts. She was recognized for her assistance to the judges.
- Etta Martis career with the City of Pekin spanned 41/2 decades from crossing guard, meter maid, and 13 years at the front desk.
- A veteran of 21 years to the police force, Lt. Timothy Gleason moved fast through the ranks and was noted as a special officer when dealing with the public. He was wished luck in his new position in Springfield.
- Not in attendance was David Pagliaro, retiring after 25 years of service to the City. City Manager Dennis Kief displayed a photo of him receiving his watch and spoke of his exceptional job as Street Superintendent.

Mayor Dunn addressed the retirees and told them to take pride in their accomplishments. He expressed appreciation from the Council and the community for their 142 years of collective service to the City of Pekin.

The City Manager read from an Official Statement what had been the **status of the Police and Fire** departments after the retirement of Timothy Gillespie and Chuck Lauss. He explained that during the time for which an interim police chief and fire chief were named he aw continued back-up structure grow in each department. He stated he was then pleased to announce that effective immediately the following were no longer "interim" but were, Police Chief Ted Miller and Fire Chief Kurt Nelson.

NEW BUSINESS

ORDINANCE NO. 1462-A295-09/10
AMENDING TITLE 8 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING STOP SIGNS

Motion by Council Member Abel, seconded by Council Member Schmidgall, that **Ordinance No. 1462-A295-09/10 be adopted.** Traffic Safety Chairman Joe Wuellner reported from Council's direction at the previous meeting the Traffic Code amendments were being presented to make a 3 Way Stop at the intersection of Alameda and Gingoteague. The code was also being changed to reflect cleanup of stop signs in existence but not listed. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A296-09/10
AMENDING TITLE 8 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING THROUGH STREETS AND YIELD SIGN

Motion by Council Member Barra, seconded by Council Member Kortkamp, that **Ordinance No. 1462-A296-09/10, be adopted.** Mr Wuellner advised the Council that the Traffic Safety Committee recommended Hawthorne and Redwood as through streets now that a new subdivision had been built in the area. With the designation all intersecting streets would be required to stop. On roll call vote, all present voted Aye.

ORDINANCE NO. 2606-09/10
AMENDING TITLE 6, CHAPTER 3, OF THE CODE OF THE CITY OF PEKIN 1995
ON ANIMALS

Motion by Council Member Blanchard, seconded by Council Member Strand, that **Ordinance No. 2606, be adopted.** Attorney Dancey briefed Council on the changes to the section of the Code that would address the need to define the location of the doghouse, shelter, kennel, and/or dog run used to house dogs deemed vicious. Council Member Blanchard expressed concern that the change only addressed dogs. Corporation Counsel was willing to review the definition if Council so desired. On roll call vote, all present voted Aye.

ORDINANCE NO. 2607-09/10
AMENDING TITLE 3, CHAPTER 3 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING LIQUOR CONTROL

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that **Ordinance No. 2607-09/10, be adopted.** Council received a recommendation from the Liquor Commission to revise the definition for Beer Gardens and it provisions. Attorney Dancey advised the Council on the changes that were a result of visits and review of several establishments with non complying structures for unobstructed view

- enclosed by a permanent barrier with a minimum height of five feet
- affords an unobstructed view of the enclosed area with an emergency means of egress
- entry into the Beer Garden through the initial licensed premises
- no live entertainment or unreasonable noise allowed
- administrative costs of initial application $250 and $100.00 annual renewal

It was noted that the draft ordinance did not contain in the definition entry through the initial licensed premises. Motion by Council Member Strand, seconded by Council Member Abel, that **Ordinance No. 2607-09/10, be amended** to reflect the final language. On roll call vote, all present voted Aye.

Council expressed the need to be informed of the Commission's activities and recommendations prior to changes. Discussion followed regarding exceptions to entertainment in non-residential areas and those beer gardens in existence being grandfathered in. Council requested that the Liquor Commission minutes be sent to them in a timely manner. Council Member Blanchard asked if Council felt it best to table for additional information.

Roll was called on the amended Ordinance. On roll call vote, Ayes, Strand, Kortkamp, Barra, Abel, Dunn; Nays, Schmidgall and Blanchard. Motion carried.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that the **IMPOUNDMENT HEARING OFFICER AGREEMENT BETWEEN THE CITY OF PEKIN AND ATTORNEY THOMAS HIGGINS** to perform duties as Hearing Officer at a rate of $110.00 per hour for the year 2010, be approved. Attorney Dancey recommended continuing the service based on Attorney Higgins experience. On roll call vote, all present voted Aye.

RESOLUTION NO. 35-09/10
AMENDING THE CITY EMPLOYEE PERSONNEL POLICY WITHIN THE EMPLOYEE HANDBOOK

Motion by Council Member Barra, seconded by Council Member Abel, that **Resolution No. 35-09/10 be adopted.** Personnel Director Patricia Pollock explained to the Council that there were two changes to the Personnel Policy for non represented employees consistent with the benefits ratified in the Teamsters Contracts.

- Allow employees who are retiring to be able to use 100% of the balance of their sick time hours (not to exceed 1,920 hours) to pay for health insurance premiums or to extend their IMRF service credit.
- Allow employees with 15 years to go from 4 to 5 weeks vacation

Council was told that there would be no additional expense for the vacation benefit that an additional 4 non-union employees would receive and that the additional 50% of sick time dollars were budgeted for approximately 7 expected retirees. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Kortkamp that the **BID FOR UPGRADE TO TRAFFIC SIGNALS AT COURT STREET AND MALL ENTRANCE BE APPROVED AND THE CONTRACT AWARDED TO ADVANCED ELECTRIC CO. IN THE AMOUNT OF $42,972.01.** Public Works Director Joe Wuellner explained that over the years there had been failures of the 30 year old signals at the intersection and that the signals needed to be brought up to standards. Funds would be expended out of the savings of last year's street maintenance funds. Council Member Schmidgall noted the bid submitted was $43,056.01. It was explained that there was an multiplication error in the submitted bid and Advanced Electric desired not to withdraw. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Abel, that the **EASEMENT BETWEEN THE CITY OF PEKIN AND PARCO, LTD. FOR NON-ACCESSORY SIGN FOR WENDY'S be approved.** Council was advised for visibility of the new Wendy's Restaurant the corporate office requested they be permitted to place their store sign in the retention area the same as Menards and Stables. The easement stipulates if the City has use for the parcel the signage would have to be relocated. On roll call vote, all present voted Aye.

Council Member Strand made note of the poor condition of the frontage road in that area and asked that the owners be required to repair the potholes and damage.

Motion by Council Member Abel, seconded by Council Member Strand, that the **JOINT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION** for terms of commitment to improvements to Veterans Drive, containing revised section 2 and revised section 3, as received at 4:00 p.m. on January 25, 2010, **be approved.** City Manager Dennis Kief informed Council that he had received a final version of the agreement from IDOT just prior to the meeting that he wished to present. Motion was made by Council Member Schmidgall, seconded by Council Member Blanchard that the language received to amend the joint agreement with IDOT be replaced in the agreement. On roll call vote, all present voted Aye.

Mr. Kief summarized the bypass construction plan activities as early as 1960 through the $30 million funded from the State Capital Plan. The agreement would provide for the southerly section of VFW becoming Route 9 and jurisdictional transfer of Court Street to the City. Council Member Abel supported the agreement with the intention of eliminating trucks through town. Mayor Dunn called for the vote on the agreement. On roll call vote, all present voted Aye.

FY 2011 BUDGET UPDATE
City Manager Dennis Kief gave Council a status report of the proposed Budget and began with a chronology of its preparation from the November Treasurer's Report on the revenue shortfall, draft for Council input, to proposed Budget utilizing general fund reserves. In his Power Point Presentation he covered comparable communities, property taxes, revenue sources and reductions. Discussion followed on threshold for amounts left in reserves. Mayor Dunn felt there was a need to write a policy on percentage amounts for reserves.

Council Member Schmidgall expressed concern that core services should not be cut and suggested the possibility of using more reserves for street maintenance. Council Member Strand noted when the Levy was set the Council knew there would then be hard decisions to also cut expenditures. Both Council Members Strand and Abel supported the used of reserves in the event there was a deficit in the budget. Council Member Kortkamp stated time was right for utilizing reserves and was satisfied with the proposed Budget. Council Member Barra expressed appreciation to the staff for the budget's preparation. She was not in agreement with using anymore reserves than recommended because next year would be equally as challenging. Council Member Blanchard noted this was the first year of his 5th budget review that the expenditures had not been discussed in depth. He requested a meeting to discuss further spending cuts.

After discussing timing for the members, a Special Work Session was scheduled for Monday, February 8, 2010 in the City Hall Council Chambers at 4:00 p.m.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Christal Dagit, President and Director of Tazewell County Historic Places and Tazewell County Museum and Educational Center read a letter to the Mayor and Council asking for a commitment of $8,000.00 a year to expand the facility in the Sunset Shopping Plaza.

Council Member Strand asked that Ms. Dagit to provide more specific information for the use of the money and any request that the Director had made to other government entities or organization in order for the Council to make an informed judgment.

Mike Smith, 607 Washington asked that the Council be transparent and post more information on the City Web Site. He felt Council should look at priorities like sidewalk repair and providing better service rather than expenditures on economic development.

John McCabe, 1407 Glendale, asked that Council consider time set for meetings or special work sessions be convenient to the public who the Council serves.

There was an announcement that members of Kiwanis and Rotary would be soliciting donation for the victims of the Haiti earthquake by ringing the bell for the Salvation Army on Friday, February 5, 2010

Chief Nelson announced that Firefighters Local 524 for be sponsoring a Charity Dance on March 27, 2010 at the Moose Lodge. Donation to benefit the community throughout the year. He also expressed his gratitude for the efforts in receiving a Public Safety lighting grant that provided the completed lighting upgrade propjets at the fire station.

EXECUTIVE SESSION
Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that the Council move to Executive Session at 7:50 p.m. to discuss:
5 ILCS 120/2 9c) 2
Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

5 ILCS 120/2 9c) 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 Dunn called the meeting closed.

COUNCIL ADJOURNED AT 8:25P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN
POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR JANUARY 2010

	JANUARY 2009	DECEMBER 2009	JANUARY 2010
TRAFFIC TICKETS	349	349	403
WARNING TICKETS	276	251	308
OFFENSES	441	375	389
ARRESTS	231	133	239
PARKING TICKETS	405	271	378
STOPS	624	574	679

CITY ORDINANCE TICKETS FOR JANUARY 2010

NUMBER OF TICKETS WRITTEN 70
NUMBER OF TICKETS PAID OVER THE COUNTER 19
FINES COLLECTED OVER THE COUNTER $4100

IMPOUNDED VEHICLES FOR JANUARY 2010

TOTAL VEHICLES IMPOUNDED: 38
AMOUNT OF FINES COLLECTED: $15,500

OFFENSES	
DRUG RELATED	7
DUI	10
DWLS/R	20
UUW	0

MULTIPLE OFFENSES	
DRUGS/DUI	0
DRUGS/DWLS-R	0
DRUGS/UUW	0
DUI/DWLS	1
TOTAL	38

Animal Counts Brought in by Wardens between January 1, 2010 and January 31, 201(

City	Warden	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	1313 S 18TH	1/16/2010	Dog	PIT	E	4	100187
	Hoyland	City	2111 MARIANA	1/15/2010	Cat	DSH	E	0	100182
	HARMS	City	#4 brentwood ct	1/14/2010	Dog	PIT	E	8	100175
	Hoyland	City	212 DAVIS APT #1	1/11/2010	Cat	DSH	E	2	100167
	Vogel	City	PEKIN PARK	1/10/2010	Dog	LAB MIX			100166
	Vogel	City	1406 LORETTA	1/10/2010	Dog	CORGI MIX	R	2	100164
	Vogel	City	CHARLOTTE & 8TH	1/19/2010	Dog	LAB MIX	R	0	100197
	Vogel	City	2201 DOMINION	1/8/2010	Dog	PIT MIX	E	7	100161
	Hoyland	City	1215 MECHANIC	1/7/2010	Dog	LAB MIX	R	4	100156
	Hoyland	City	416 FAIRLANE	1/5/2010	Dog	PIT			100150
	HARMS	City	106 HIGH	1/4/2010	Dog	LAB MIX	REL	18	100144
	HARMS	City	10TH & PRINCE	1/3/2010	Dog	BLOODHOUND	A	10	100134
	Vogel	City	1906 WILLOW	1/10/2010	Cat	DLH	A	8	100165
	Hoyland	City	1018 BACON	1/22/2010	Dog	LAB MIX	R	7	100218
	Vogel	City	309 S 12TH	1/30/2010	Dog	PIT	R	2	100243
	Vogel	City	RT 29 & TAPS DRIVE	1/30/2010	Dog	LAB			100242
	HARMS	City	1000 KOCH	1/28/2010	Dog	LAB MIX	REL	0	100237
	HARMS	City	1000 KOCH	1/28/2010	Dog	LAB	REL	0	100236
	HARMS	City	1525 CENTER	1/27/2010	Cat	DMH			100235
	Hoyland	City	300 CHARLOTTE APT 14	1/27/2010	Dog	GERM SHRT HAIR			100233
	Hoyland	City	1023 S 3RD	1/19/2010	Dog	LAB MIX	R	2	100195
	HARMS	City	1121 summer	1/23/2010	Cat	DLH			100219
	Vogel	City	CHARLOTTE & 8TH	1/19/2010	Dog	LAB MIX	R	0	100196
	HARMS	City	103 HERGET	1/20/2010	Dog	POM			100212
	HARMS	City	#3 BEACHCOMBER	1/20/2010	Cat	DSH	E	2	100211
	HARMS	City	1306 S 12TH	1/20/2010	Dog	YORKIE	E	9	100207
	Hoyland	City	1609 N 4TH	1/19/2010	Cat	DLH	D	0	100204
	Hoyland	City	1312 FENLEY	1/19/2010	Cat	DSH	E	3	100201
	Vogel	City	CHARLOTTE & 8TH	1/19/2010	Dog	LAB MIX	R	0	100198
	Vogel	City	1008 LAWNDALE	1/31/2010	Dog	PIT	R	1	100244
	HARMS	City	BROADWAY & 11TH	1/23/2010	Other	SQUIRREL	REL	0	100220

Total Dogs picked up in Pekin: 2

Total Cats picked up in Pekin:

Total Others picked up in Pekin:

Animal Counts Brought in by Individuals between January 1, 2010 and January 31, 201

City	In By	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	1515 EVERETT DR	1/6/2010	Cat	DSH	E	2	100153
	Individual	City	1008 eisenhower	1/4/2010	Cat	DSH	E	2	100142
	Individual	City	2009 MARKET	1/8/2010	Cat	DMH	E	3	100159
	Individual	City	2009 MARKET	1/8/2010	Cat	DSH	E	7	100160
	Individual	City	13920 RT 29	1/8/2010	Cat	DMH	E	3	100162
	Individual	City	318 charles	1/13/2010	Dog	BORDER	R	2	100173
	Individual	City	1109 LINCOLN	1/19/2010	Dog	JACK RUSSELL MI	E	8	100199
	Individual	City	2450 CALIFORNIA RD	1/4/2010	Cat	DMH	A	14	100135
	Owner R	City	309 N 7TH	1/4/2010	Dog	LAB MIX	E	0	100138
	Owner R	City	MEADOW LANE APT	1/29/2010	Cat	DSH			100240
	Owner R	City	1113 CHARLOTTE	1/15/2010	Dog	PIT MIX	E	3	100179
	Owner R	City	1113 CHARLOTTE	1/15/2010	Dog	ROTT MIX	E	3	100180
	Owner R	City	2229 VISTA GRANDE CT	1/15/2010	Cat	DSH	E	5	100183
	Owner R	City	235 COOPER	1/18/2010	Dog	ST BERNARD/LAB	E	0	100192
	Owner R	City	1522 SARA LANE #1	1/18/2010	Dog	PIT	REL	1	100194
	Owner R	City	MEADOW LANE APT	1/29/2010	Cat	DSH			100239
	Individual	City	1607 BROADWAY	1/29/2010	Dog	PIT MIX			100238

Total Dogs picked up in Pekin:

Total Cats picked up in Pekin:

Total Others picked up in Pekin:

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
JANUARY '2010

	PERMITS	VALUE	FEES
BUILDING DEPT	15	$1,082,749.00	$ 3,541.00
ELECTRIC DEPT	14		$ 1,392.00
HVAC DEPT	38	$ 4,500.00	$ 1,184.00
PLUMBING DEPT	43		$ 1,061.00
STORM SEWER PERMITS	0		$ .00
STORM WATER PERMITS	0		$ .00
SEWER PERMITS	2		$ 110.00
SEWER TAP RES	0		$ .00
SEWER TAP COMM	0		$ .00
DEPARTMENT TOTAL	**112**	**$1,087,249.00**	**$ 21,475.00**

TOTAL CODE ENFORCEMENT COMPLAINTS - 24

Respectfully submitted,

Joe Wuellner

Ronald Sieh, Building Inspector

Mark Reeder, Electrical Inspector

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

David Shallenberger

Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
NOVEMBER '2009

	PERMITS	VALUE	FEES
BUILDING DEPT	29	$846,077.00	$ 7,471.00
ELECTRIC DEPT	20	$ .00	$ 3,073.00
HVAC DEPT	34	$ 4,400.00	$ 700.00
PLUMBING DEPT	34		$ 1,061.00
STORM SEWER PERMITS	0		$ .00
STORM WATER PERMITS	1		$ 20.00
SEWER PERMITS	10		$ 550.00
SEWER TAP RES	1		$ 1,600.00
SEWER TAP COMM	2		$ 7,000.00
DEPARTMENT TOTAL	**131**	**$ 850,477.00**	**$ 21,475.00**

TOTAL CODE ENFORCEMENT COMPLAINTS - 92

Respectfully submitted,

Joe Wuellner

Ronald Sieh, Building Inspector

Mark O. Reeder

Mark Reeder, Electrical Inspector

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

David Shallenberger

Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
DECEMBER '2009

	PERMITS	VALUE	FEES
BUILDING DEPT	18	$717,773.00	$ 2,557.00
ELECTRIC DEPT	13	$ .00	$ 509.00
HVAC DEPT	36	$ 2,130.00	$ 1,590.00
PLUMBING DEPT	35		$ 1,118.00
STORM SEWER PERMITS	0		$ .00
STORM WATER PERMITS	1		$ 20.00
SEWER PERMITS	6		$ 375.00
SEWER TAP RES	1		$ 1,600.00
SEWER TAP COMM	1		$ 1,000.00
DEPARTMENT TOTAL	**111**	**$ 719,903.00**	**$ 8,769.00**

TOTAL CODE ENFORCEMENT COMPLAINTS - 86

Respectfully submitted,

Joe Wuellner

Joe Wuellner

Ronald Sieh, Building Inspector

Mark Reeder, Electrical Inspector

Dave Van Dyke

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

David Shallenberger

Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2010

MONTH	DWELLINGS 1		GARAGES 2		MULTI-FAMILY 3		COMMERCIAL 4		COMMERCIAL REMODELING 5		RESIDENTIAL REMODELING 6		MISC. 7		RESIDENTIAL DEMOLITIONS 8		COMMERCIAL DEMOLITIONS 9		BUILDING DOLLARS	BLDG PERMITS
JANUARY							1.00	$618,000	7.00	$390,249	5.00	$74,500	2.00	$0					$1,082,749	15.00
FEBRUARY																			$0	0.00
MARCH																			$0	0.00
APRIL																			$0	0.00
MAY																			$0	0.00
JUNE																			$0	0.00
TOTAL 6 MO.	0.00	0	0.00	0	0.00	0	1.00	618,000	7.00	390,249	5.00	74,500	2.00	0	0.00	$0	0.00	$0	$1,082,749	15.00
JULY																			$0	0.00
AUGUST																			$0	0.00
SEPTEMBER																			$0	0.00
OCTOBER																			$0	0.00
NOVEMBER																			$0	0.00
DECEMBER																			$0	0.00
TOTAL 6 MO.	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	$0	0.00
YEAR	0	$0	0.00	$0	0.00	$0	1.00	$618,000	7.00	$390,249	5.00	$74,500	2.00	$0	0.00	0.00	0.00	0.00 0.00	$1,082,749	15.00

BUILDING REPORT 2009

MONTH	DWELLINGS 1		GARAGES 2		MULTI-FAMILY 3		COMMERCIAL 4		COMMERCIAL REMODELING 5		RESIDENTIAL REMODELING 6		MISC. 7		RESIDENTIAL DEMOLITIONS 8		COMMERCIAL DEMOLITIONS 9		BUILDING DOLLARS	BLDG PERMITS
JANUARY					1.00	$1,299,701			6.00	$428,977	12.00	$417,603			0.00	$0	0.00	$0	$2,146,281	19.00
FEBRUARY									5.00	$26,480	8.00	$70,600	6.00	$6,327	0.00	$0			$103,407	19.00
MARCH	1.00	$73,500	1.00	$22,000			1.00	$66,880	6.00	$708,100	11.00	$144,199	18.00	$32,936					$1,047,615	38.00
APRIL	5.00	$1,105,184	3.00	$41,960			1.00	$34,500	9.00	$630,301	21.00	$104,435	23.00	$19,679	11.00	$0			$1,936,059	73.00
MAY	2.00	$224,595	3.00	$155,470					9.00	$32,162	13.00	$67,256	38.00	$65,763					$545,246	65.00
JUNE	4.00	$732,400	3.00	$23,000					10.00	$991,485	22.00	$229,988	40.00	$122,935					$2,099,808	79.00
TOTAL 6 MO.	**12.00**	**2,135,679**	**10.00**	**242,430**	**1.00**	**1,299,701**	**2.00**	**101,380**	**45.00**	**2,817,505**	**87.00**	**1,034,081**	**125.00**	**247,640**	**11.00**	**$0**	**0.00**	**$0**	**$7,878,416**	**293.00**
JULY	3.00	$548,195	5.00	$50,540					5.00	$393,866	12.00	$89,434	27.00	$45,636					$1,127,671	52.00
AUGUST	3.00	$523,020	2.00	$19,900			1.00	$850,000	6.00	$96,550	20.00	$212,026	22.00	$41,311	2.00	$0			$1,742,807	56.00
SEPTEMBER	3.00	$547,180	1.00	$14,000					8.00	$100,050	18.00	$234,210	25.00	$36,680	1.00	$0	1.00	$0	$932,120	57.00
OCTOBER	2.00	$461,392	3.00	$28,129					8.00	$1,977,713	13.00	$164,186	10.00	$24,236			2.00	$0	$2,655,656	38.00
NOVEMBER	1.00	$176,385							6.00	$542,884	11.00	$115,564	10.00	$11,244					$846,077	28.00
DECEMBER	1.00	$166,995							4.00	$465,000	10.00	$75,878	3.00	$9,900					$717,773	18.00
TOTAL 6 MO.	**12.00**	**$2,256,172**	**11.00**	**$112,569**	**0.00**	**$0**	**1.00**	**$850,000**	**37.00**	**$3,576,063**	**84.00**	**$891,298**	**97.00**	**$169,007**	**3.00**	**$0**	**3.00**	**$0**	**$8,022,104**	**249.00**
YEAR	24	$4,391,851	21.00	$354,999	1.00	$1,299,701	3.00	$951,380	82.00	$6,393,568	171.00	$1,925,379	222.00	$416,647	14.00	0.00	3.00	0.00 0.00	$15,900,520	542.00

City of Pekin

SPECIAL LIQUOR COMMISSION MINUTES
THURSDAY, DECEMBER 17, 2009
4:00 P.M.
WEST CONFERENCE ROOM

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:06p.m.

PLEDGE of ALLEGIANCE

ROLL CALL
The following members were present for roll call: Deputy Liquor Commissioner Rick VonRohr, Fire Chief Kurt Nelson, Police Chief Ted Miller, Holly Brown, Dale Vonderheide and Liquor Commissioner Rusty Dunn
Also present: Corporation Counsel Sue Bosich

APPROVAL OF AGENDA
Holly made a motion to approve the December 17th Agenda, seconded by Dunn. Motion passed.

APPROVAL OF MINUTES
Nelson made a motion to approve the October 29th, 2009 Liquor Commission Minutes, seconded by Brown, with the exception of changing the adjournment time to 5:05pm. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS
Nothing at this time

NEW BUSINESS
Beer Garden – Friends Tap, Inc. – Shelie Dee – tabled this for our next meeting in January. Ms. Dee was not in attendance.
Discussion: There were concerns on where they wanted to change the entrance backdoor and the door to enter the Beer Garden. From the bar area you would not be able to see who enters the beer garden. Possibly putting a bell on back door so the bartender could hear/see who entered?
Ron Sieh entered the meeting to explain why they came up with this site plan. Old building and wires, etc. this was the only possible place to add an existing entrance. All were in agreement to table the discussion for January's meeting.

New application – Dangi, LTD, dba McCritters – Danny Espinoza – 2801 Court Street.
Discussion: The building is already up to Code. Mr. Espinoza will be full share holder. Several areas on the application had to be corrected by Mr. Espinoza. Reminded Mr. Espinoza about the Beer Garden and its two exiting doors being used as exits only – no entrance from outside.
Miller made a motion to approve the new liquor license contingent upon Mr. Espinoza's background checks comes back clean, seconded by Dunn. Motion passed.

Deposition of License Violation – Ace Liquor's – Mike Gardner
Sue Bosich used the new form created by the Commission. Mr. Gardner pleaded guilty. Background on Ace Liquors was read to the Commission. Last offense was December 2006. Mr. Gardner stated he is telling his employee's to always check ID's, no matter what age. This employee checked the ID, but looked at the age to purchase cigarettes instead of the legal drinking age.
Discussion: Commission set the standard first time offense at $500 back when there was a State Sting which netted 9 liquor establishments selling alcohol to minors.
VonRohr made a motion to assess a $500 fine plus costs, seconded by Brown, with Miller abstaining. Motion passed.

Code Changes – Commission went over these changes again. Nelson questioned the plastic lining and heaters most of these Beer Gardens are using. The plastic liners as long as you have "clear view" is not a problem with the Commission, if it becomes a problem, they will be told to take down. The Heaters were another issue, but was decided that that would be a Fire Safety issue and not a Liquor Commission issue. Will keep the $100 a year renewal for Beer Gardens which would be a Class D License.
Code changes will be on the January 11tyh City Council Agenda.

Nelson made a motion to accept the Code Changes, seconded by VonRohr. Motion passed.

Any Other Business
Commission members welcomed Dale Vonderheide

Brown made a motion to adjourn, seconded by Dunn.

Meeting adjourned at 4:50pm Next Meeting: Thursday, January 28th at 4:00pm
Respectfully submitted Paula Gensel

City of Pekin

LIQUOR COMMISSION MINUTES
THURSDAY, JANUARY 28, 2010
4:00 P.M.
WEST CONFERENCE ROOM

DRAFT

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:10p.m.

PLEDGE of ALLEGIANCE
Led by Holly Brown

ROLL CALL
The following members were present for roll call: Deputy Liquor Commissioner Rick VonRohr, Fire Chief Kurt Nelson, Police Chief Ted Miller, Holly Brown, Dale Vonderheide and Liquor Commissioner Rusty Dunn
Also present: Corporation Counsel Sue Bosich

APPROVAL OF AGENDA
VonRohr amended the Agenda under New Business to include Minutes of Liquor Commission Meetings. Dunn made a motion to approve Amending the Agenda, seconded by Brown. Motion passed.

APPROVAL OF MINUTES
Miller made a motion to approve the December 17, 2009 Liquor Commission Minutes, seconded by Nelson. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS
Nothing at this time

OLD BUSINESS
Friends Tap Beer Garden – Shelie Dee – VonRohr had talked with Shelie and at this time they are not planning to have a Beer Garden. They have permits to build a roof over the section in the back of their building. She understands smoking only is allowed, no alcohol beverages will be allowed back there.

NEW BUSINESS
Beer Garden Add-on – Kouri's
Discussion: Nelson to check the ISC Code on the Fire Pit and get back to Kouri's; should only be a few days.

New application – Bottom's Up – Jacob Biga and Kary Oakley – Partnership – 431 ½ Court Street
Miller made a motion to approve the new liquor license in order to bring it to the table for discussion, seconded by Dunn. Motion passed.

Discussion:
The Fire Department had given them a list of things of things that need to be done to be up to Code. They are working on their list now. Miller asked about the "clear view" since on the second floor. VonRohr stated they will have to hook up the closed circuit TV's and replace the mirror by the back entrance. There is still the mirror by the front entrance. They also stated they have fixed/replaced the handrail. Brown asked if this place has to meet code for handicap accessible. The only remodel done was paint and clean-up. Miller stated since Kary Oakley is listed as a partner on the application that she will have to have a background check done as well. Kitchen is non-functional and won't be in use.
Miller encourages new businesses and spoke very frank on some things with Jacob Biga because of his past history involving the Pekin Police. He wants Jacob Biga to understand the cooperation between him and the Pekin Police Department. Jacob Biga understood and will cooperate with the Liquor Commission and the Pekin Police Department. Ms. Oakley thanked everyone and stated everyone has been very nice and helpful throughout this process.

Miller made a motion to approve the new liquor license contingent upon Ms. Oakley's criminal history comes back clean, Fire Codes being met and the mirror and closed circuit TV is up and operational. Nelson seconded. Motion passed.

Providing Minutes to City Council before they are approved.
Liquor Commission minutes do not get approved until the next months meeting and then are on the Council Agenda. Council Members felt they did not get all information beforehand and they would like to see minutes before they are approved. Liquor Commission Dunn will tentatively approve the minutes as written and Paula will forward to Council letting them know these minutes will not be approved until the next meeting.

Any Other Business
Pekin Investment, LLC Holiday Inn Express – Stephanie Heart, Assistant General Manager and Erin Schuette, Manager.
The ladies came back in front of the Liquor Commission to inquire about a liquor license since their fire and now their remodeling on what the Commission would like to see different from their last time in front of the Liquor Commission. The submitted a new site plan. VonRohr gave a quick recap on their last application as to why it was not approved. Conference room/Breakfast room an open area for anyone to come in and out, especially kids.
The ladies stated with the new remodel that this Breakfast/Community Room will have key entry locks and you would have to have a pass key to get in after the breakfast hours are over. Only employee's and hotel guest would have access. Dunn asked if there could be signage outside the Community Room on the order of no one permitted under 21 during certain hours that alcohol would be served. This will be a portable bar and when not in use will be in a locked room, only employees would have access. There would be a staff member checking ID's during these serving hours and they will also have video surveillance. The ladies stated they would only serve alcohol a few nights a week possible 4pm to midnight depending on what is going on with meetings and guests. They also stated alcohol would stay in the Community Room only, no taking alcohol to their rooms. Serving Beer and Wine only. They will look into a buying a refrigerated locked cabinet from their Contractor. Sue Bosich stated this would be a Class C Liquor License.

VonRohr suggested when they are nearing completion of Holiday Inn Express to fill out another application and submit it to the City Clerk's Office to come before the Liquor Commission.

Sue Bosich stated she received a phone call from a citizen of Pekin that lives at 1404 N. 5th. Her complaint was the noise coming from Goodfella's Bar & Grill. She stated she could hear people from the Beer Garden and yelling in the parking lot. Bosich informed her to call the Police when there is excessive noise. The Police will look into this and contact Denny Mullen's about the noise. VonRohr stated that there was a fight there a few weeks ago which led out into the parking lot.

Rick VonRohr did some checking on time spent and the processing of a Beer Garden application that Council had questions on. He figured everyone who would be involved in the process and time spent times salaries goes well over the fee the Liquor Commission has set to charge. Liquor Commissioner Dunn thanked VonRohr for his figures and its good to get in the record of the minutes.

Miller made a motion to adjourn, seconded by Dunn.

Meeting adjourned at 5:05pm Next Meeting: Thursday, February 25th at 4:00pm
Respectfully submitted Paula Gensel

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 1-27-10

   Address of Organization ______

   Telephone Number ______

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

   Matt Ragland 1408 Lake St Pekin, IL 61554 42-309-449-3368

2. Name, Title and Address of Principal Executive Officer of Organization: N/A

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

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

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

   Benefit, Selling T-shirts $20.00 Bracelet $5.00 Raffel, 50/50 Drawing, Chili Dinner

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

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
Ragland	Matt	G	4-13-78	
Lenoington	Jeremy		4-27-84	Friend
Shirley	Jeni		3-9-85	Friend

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

Benefit

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

~~Help~~ Funeral Cost

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

N/A

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

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

N/A

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 54:

No

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

DATE: 1-27-10

SIGNED: Matt Ragland

BENIFIT FOR

HARDCORE JEREMY

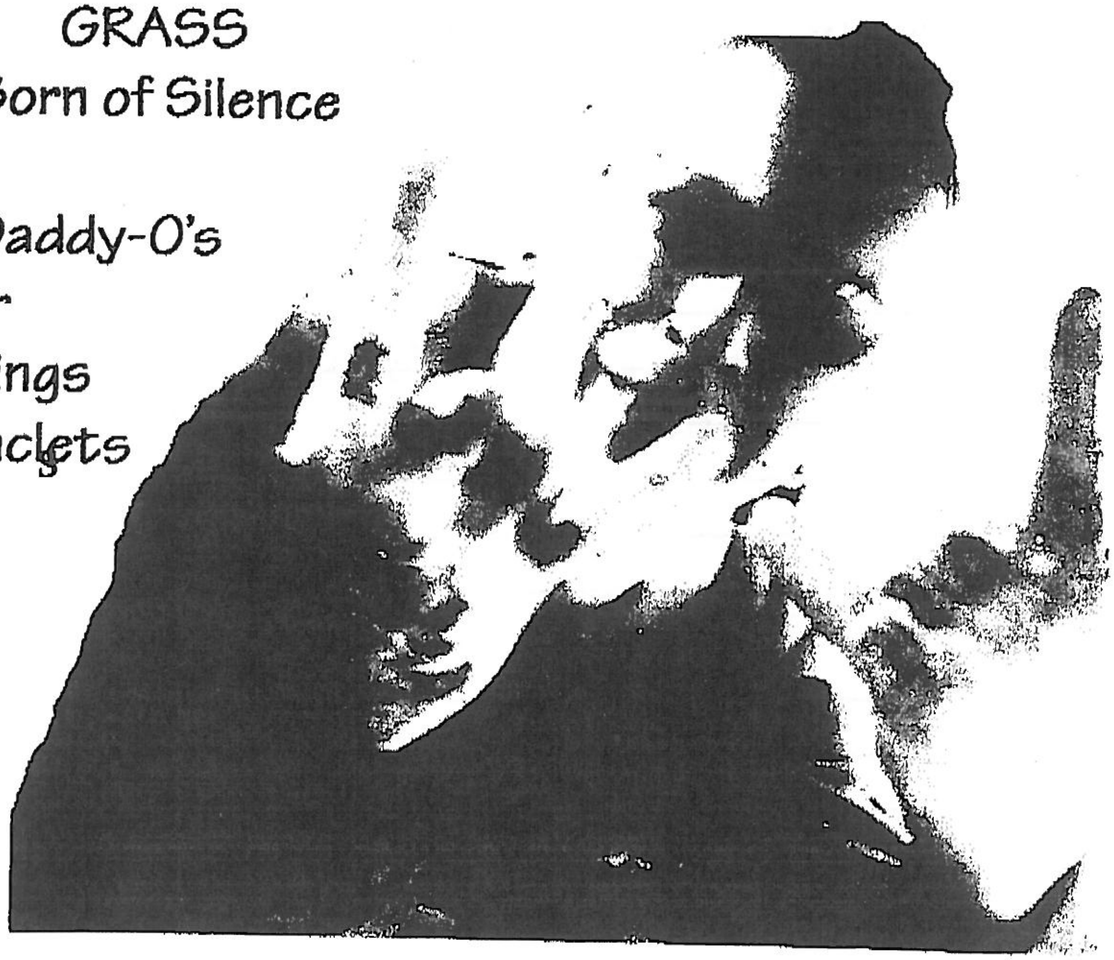
2pm Saturday Feb. 13th, 2010
at
Twisted Spoke Saloon

251 Derby Street, Pekin IL

Proceeds are to pay for the financial costs of Jeremy's untimly death.

Live Music by:
Bradley Jacks
GRASS
Born of Silence

Also:
Tattoos from Daddy-O's
Chili Dinner
Raffles/Drawings
T-Shirts & Braclets



Ragland
Building & Supply
Post Frame Construction

Box 418
Hopedale, IL 61747
1-888-449-3368
(fax) 1-309-449-6243

TELECOMMUNICATIONS

Please Deliver The Following Pages To:

Name Attn: Paula

Total # Of Pages 2 Including Cover

Date 1-28-10 **Time** ______

From Matt Ragland

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE PHONE(309)449-3368

ADDITIONAL MESSAGE: I Faxed over the Charitable Solicitation Registration Form yesterday this Flye goes with it

Any Question Call
309-449-3368

Matt

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 2-1-10

Address of Organization 1522 Sara Lane Apt #3

Telephone Number (309)613-6199

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

Alicia Bays 1522 Sara Lane Apt#3 (309)613-6199

2. Name, Title and Address of Principal Executive Officer of Organization: Alicia Bays 1522 Sara Lane Apt #3 Pekin, IL.

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

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: 1522 Sara Lane Apt #3 Pekin, IL. 61554

5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
putting out donation cans in order to get a headstone for my son

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

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
Bays	Alicia	B	3-9-90	mother 1522 Sara Lane Apt #3
Hedrick JR.	Wintford	C	5-4-69	father " same "

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

REQUEST FOR COUNCIL ACTION

To: **Council Members**

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

From: **Joe Wuellner**

AGENDA ITEM: Lease Agreement with IDNR

AGENDA DATE REQUESTED: February 8, 2010

ACTION REQUESTED: Approve lease agreement extension with the IDNR for property along Route 29 on the north side of Pekin.

BACKGROUND: In 2005 the City of Pekin entered into an agreement to lease property along Route 29 on the north side of town in order to install a "Welcome to Pekin" sign. At that time, the lease was for 5 years with a fee of $75.00 per year. The original lease will expire on March 31, 2010 and this agreement is to extend the lease for an additional 5 years. The major difference is this time is that there will be no lease fee.

I recommend that this agreement extension be approved.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Continue lease of property where the "Welcome" sign is located.

IMPACT IF DENIED: Will need to remove signs.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

REQUIRED SIGNATURES

Department Director	Joseph Whalen	2/1/10
		Date
Finance Department	N/A	
	(Certification of Availability of Funds)	Date
Corporation Counsel		
	(Certification of Review)	Date
City Manager		
		Date

Illinois Department of
Natural Resources
One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

Pat Quinn, Governor
Marc Miller, Director

January 19, 2010

City of Pekin
Attn: City Clerk, Sue McMillan
111 Capital Street
Pekin, Il. 61554

Re: Pekin Lake
Lease No. 561A

Dear Ms. McMillan:

A new lease agreement has been prepared for a parcel of land at Pekin Lake. Please sign the copy of the lease agreement. Please have the copy of the lease agreement signed by an authorized representative/official of City of Pekin and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Please provide your phone number and emergency information in paragraph 18 of the license, and enter your Social Security (FEIN) Number in the space provided. Also, on the attached Exhibit C, please complete Paragraph V and sign the enclosed Certifications form as required by State law.

Return the copy to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement has been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-0179 or myself at 217-558-7115.

Sincerely,

Russ Fuller
Division of Concessions, Leases & Services

Enclosures

cc: Stanley Weimer, Site Superintendent

Agreement Number: 561A
Site Name: Pekin Lake
Location Code: Pekin Lake FWA

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LEASE AGREEMENT

THIS AGREEMENT is entered into the _____ day of _______________, 20___, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR", and CITY OF PEKIN, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, IDNR has jurisdiction over the real estate hereinafter described; and

WHEREAS, the property is not otherwise needed immediately or in the near future for development by IDNR; and

WHEREAS, IDNR is authorized to enter into this Agreement pursuant to and under the Department of Natural Resources Law, 20 ILCS 805/805-235; and

WHEREAS, LESSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

WHEREAS, transfer or assignment of this Agreement, or subletting of the property may not be accomplished without written consent of IDNR.

NOW THEREFORE:

For and in consideration of the mutual covenants and undertakings contained herein, IDNR leases to LESSEE the IDNR property known as Pekin Lake , and shown on Exhibit B attached hereto (hereinafter the "Premises") and legally described as follows:

> That portion of the North ½ of the Northwest 1/4 of Section 26, Township 25 North, Range 5 West of the 3rd Principal Meridian located between the westerly right-of way line of Illinois Route 29 and the easterly right-of-way line of the Peoria and Pekin Union Railroad, in Tazwell County, Illinois.

It is understood that IDNR makes no representation with respect to the condition of the title or boundaries of the Premises, and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning same.

The term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of April, 2010, ("effective date") and ending on the 31st day of March, 2015, ("expiration date") unless otherwise renewed, terminated or amended as provided for herein.

LESSEE, for the use and occupancy of said lands, shall not be required to pay a lease fee, in consideration of the mutual benefits to be derived.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. <u>PURPOSE</u>: IDNR gives LESSEE permission to use and occupy the Premises for the maintenance of a community welcome sign and associated landscaping only, and such use shall be subject to the additional terms and conditions set forth in this Agreement.

2. <u>RESTRICTIONS ON USE</u>: LESSEE shall not alter or modify any existing structure(s) located on the Premises, nor shall LESSEE modify the land within the Premises without the prior written consent of IDNR. The Premises shall not be used for the storage, disposal, processing or burning of refuse, deposition of debris, or any other unsanitary or unhealthful purpose by LESSEE. LESSEE shall have no right, authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises.

LESSEE, in the use and occupancy of the Premises, shall observe and comply with all laws and regulations now in effect or that may be enacted during the term of this Agreement by any local, state or federal authorities having jurisdiction over the Premises, and to indemnify IDNR for any damage caused by any violation of said laws or regulations.

Any use of the Premises not authorized herein shall be subject to the prior written approval of IDNR. Unauthorized or illegal use of the Premises by LESSEE is a material breach of this Agreement, and may result in termination pursuant to Section 9(B) herein.

3. INSPECTION OF PREMISES: IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LESSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition. Any environmental claims arising from LESSEE's use of the Premises shall be the sole responsibility of LESSEE, and LESSEE shall indemnify and hold harmless IDNR in accordance with Section 8 herein.

4. ALTERATIONS AND MAINTENANCE: Maintenance of the Premises and repair of any damages caused by LESSEE shall be the responsibility of LESSEE unless otherwise agreed herein, and shall be subject to the reasonable direction and approval of IDNR. Any maintenance activities of LESSEE shall be preceded by written notice to IDNR pursuant to Section 16 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LESSEE.

LESSEE shall keep the Premises in a safe, sanitary and sightly condition, and in good repair. If LESSEE fails to perform any maintenance function within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and charge LESSEE for the cost thereof.

5. UTILITIES: If applicable, LESSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to, electricity, gas, water and sewer furnished or supplied to all or any part of the Premises.

6. TAXES: If applicable, upon notice to LESSEE of the amount(s) due, LESSEE shall pay and discharge LESSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied, assessed or become liens upon the Premises or any part thereof. LESSEE shall, upon request by IDNR, produce receipt of payment for any such taxes, assessments and charges.

7. PUBLIC SAFETY: LESSEE, in its use and occupancy of the Premises, shall not obstruct the programs of IDNR. IDNR shall have the right to determine that a particular use of the Premises is, or will be, hazardous to the public or the Premises.

LESSEE, upon written request from IDNR, shall be required to install safety devices or make modifications to render the Premises safe for, and compatible with, public use. In the event LESSEE fails to install such safety devices or make required modifications within the specified period of time, or if LESSEE fails to begin working expeditiously to render the Premises safe for the public, IDNR may install such safety devices or make such modifications at LESSEE's expense. Violation of this Section is a material breach of this Agreement and may result in termination pursuant to Section 9(B) herein.

8. INDEMNIFICATION: LESSEE agrees to assume all risk of loss and to indemnify and hold harmless IDNR, its officers, agents, employees and volunteers against any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees and expenses incident thereto, for injuries to persons or for loss of, damage to, or destruction of property due to LESSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LESSEE or its officers, agents and employees.

9. TERMINATION: IDNR shall have the right to terminate this Agreement at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines the Premises shall be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LESSEE ninety days' written notice of its intent to terminate this Agreement. LESSEE agrees to surrender and restore the Premises and remove all personal property therefrom prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LESSEE shall not be liable for any further payments beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement if LESSEE breaches any covenant, term or condition set forth in this Agreement, is in default in payment of any sum required, or in the event of LESSEE's bankruptcy or receivership. In such an event, IDNR shall give LESSEE written notification of such breach or default, and LESSEE shall have thirty days to cure the same. If LESSEE fails to cure or remedy the breach or default within said period of time, IDNR shall have the right to terminate this Agreement. Upon such an occurrence, LESSEE shall surrender the Premises to IDNR as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the provisions of Section 11 herein. If this Agreement is terminated as a result of LESSEE's breach or default, LESSE shall remain liable for all lease payments required by this Agreement until such time as IDNR re-lets the Premises to an acceptable party. If IDNR is unable to re-let the Premises for the amount agreed upon herein, LESSEE shall remain liable for the difference between the amount agreed upon herein and the amount paid by new lessee.

(C) IDNR and LESSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty days' advance written notice in accordance with Section 16 herein.

10. <u>VACATING THE PREMISES</u>: Unless renewal is arranged within sixty days prior to the expiration of this Agreement, LESSEE, immediately upon such expiration, or upon termination, shall vacate the Premises and remove all property to which LESSEE holds title, except any property permanently attached to the Premises. Should LESSEE fail to remove or dispose of LESSEE's property, IDNR will consider such property abandoned, and may claim title to such property or dispose of same at LESSEE's expense.

11. <u>RESTORATION OF PREMISES</u>: Upon the termination or expiration of this Agreement, LESSEE shall surrender the Premises to IDNR in as good condition as when LESSEE originally took possession, ordinary wear and tear excepted. IDNR reserves the right to require LESSEE to make such repairs and restorations as it may deem necessary. If LESSEE fails to restore the Premises to IDNR satisfaction, IDNR may restore and require LESSEE to pay the cost of such restoration.

12. <u>RENEWAL AND RATE ADJUSTMENT</u>: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LESSEE shall give IDNR sixty days advance notice of its intention to renew. IDNR reserves the right to adjust rental rates on an annual basis to reflect current land values and/or conditions and circumstances. Holding over by LESSEE shall not operate to renew this Agreement.

13. AMENDMENT: This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth herein. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

14. RESERVATION OF RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises.

IDNR reserves the right to require LESSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises at LESSEE's expense if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character and function or use of the Premises by IDNR.

IDNR shall have the right to enforce all terms and conditions of this Agreement. Failure of IDNR to insist on the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of IDNR's right to enforce any such term or condition at any time.

15. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, federal funding source or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time said funds become available.

16. NOTIFICATIONS: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:	LESSEE:
Department of Natural Resources Div. of Concession & Lease Management One Natural Resources Way Springfield, Illinois 62702-1271 Telephone: 217/782-7940	City of Pekin 111 South Capital Street Pekin, Il. 61554 Telephone: 3090-477-2300
Emergency Contact: Location: Telephone:	Emergency Contact: Location: Telephone:

17. SUPERSESSION: This Agreement supersedes any previous agreements between the parties hereto regarding the Premises. Previous agreements between the parties regarding the Premises shall have no further force or effect, relative to the rights and privileges granted by IDNR therein, as of the effective date of this Agreement.

18. SEVERABILITY: Should any provision of this Agreement be found illegal, invalid or void, said provision shall be considered severable. The remaining provision shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

19. CERTIFICATIONS: The Certifications attached hereto as Exhibit C are incorporated herein by reference. LESSEE agrees to at all times observe, perform and abide by these certifications, if applicable.

Agreement Number: 561A
Site Name: Pekin Lake
Location Code: Pekin Lake FWA

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this ______ day of ______________, 20___.

LESSEE:

City of Pekin
D/B/A Ameren IP

BY:_______________________

Title:_______________________

____
SSN or FEIN No.

STATE OF ILLINOIS:

DEPARTMENT OF NATURAL RESOURCES

APPROVED:DIRECTOR, IDNR
Title: Director

Date:______________

By: Tom Flattery, Director
Office of Realty and Environmental Planning

BY:_______________________

Agreement Number: 561A
Site Name: Pekin Lakel
Location Code: Pekin Lake FWA

EXHIBIT A

SIGNATURE AUTHORIZATION

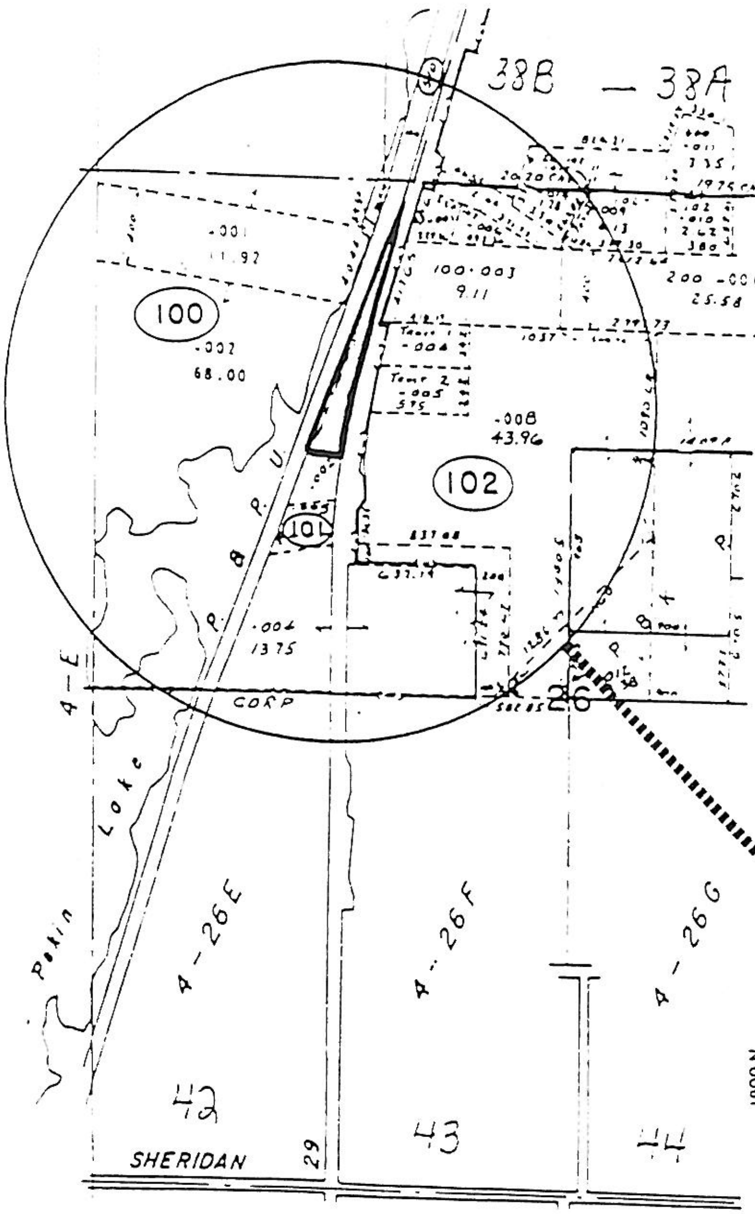
As an official agent of City of Pekin,
(Lessee or Licensee - Company / Corporation / Municipality)

I certify that ______________________________________ is an authorized
(Name of executive of official who will sign the agreement)
representative of said organization and is legally empowered to act on its behalf in executing this agreement.

Signed: ____________________________________
(Person affirming signature authority of above official; must not be the same individual)

Title: ____________________________________

Date: ____________________________________



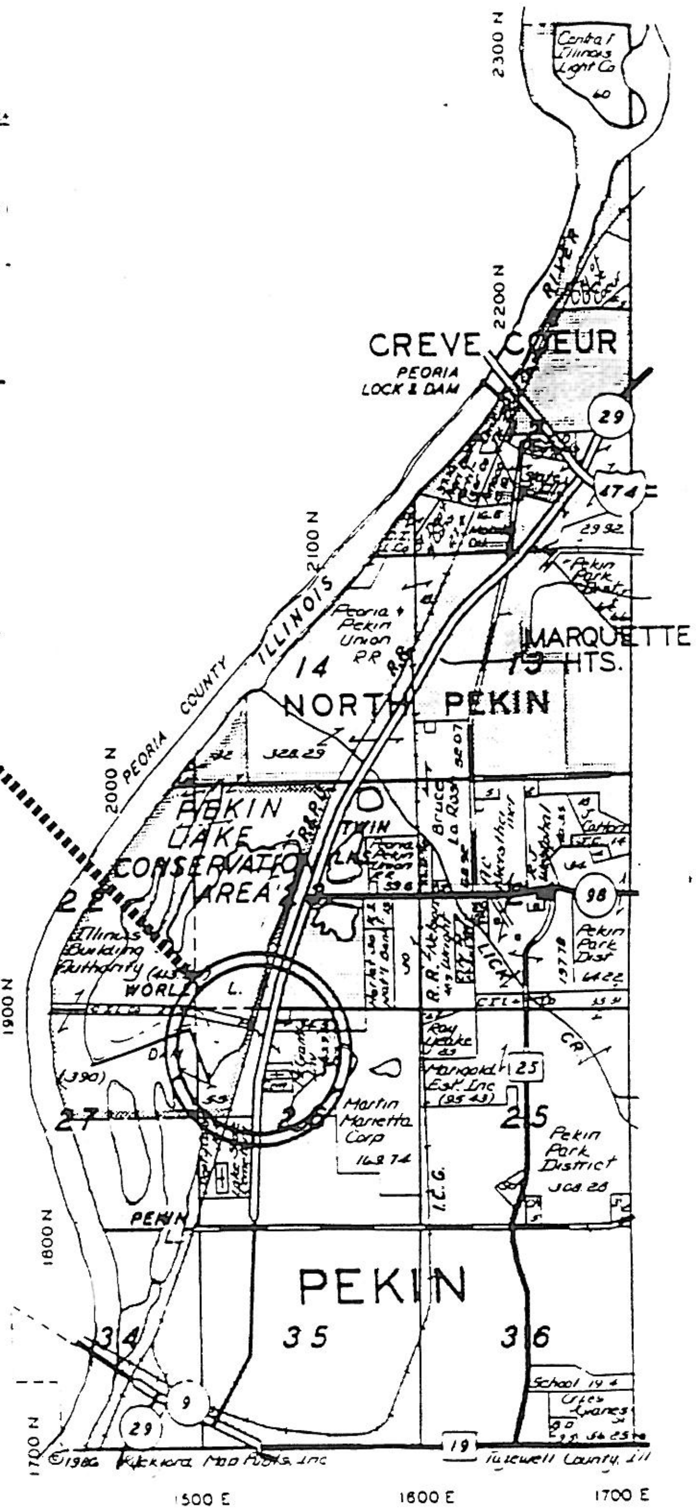


EXHIBIT "B"

LEASE NO. 561A

PEKIN LAKE

TAZEWELL COUNTY

SEC., 26, T. 25 N., R. 5 W., 3RD P.M.

EXHIBIT C

CERTIFICATIONS

Contracts, Grants and Other Agreements

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and

3. I am a U.S. person (including a U.S. resident alien).

Name:____

Taxpayer Identification Number:*

Social Security Account Number

or ________________________

Federal Employer Identification Number

(*)If you are an individual, enter your name and SSAN as it appears on your Social Security Card. If you are completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSAN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.

Legal Status (Check one):

☐ Individual
☐ Sole Proprietor
☐ Partnership/Legal Corporation
☐ Tax-exempt
☐ Corporation providing or billing medical and/or health care services
☐ Corporation NOT providing or billing medical and/or health care services
☐ Other:____________
☐ Governmental
☐ Nonresident alien
☐ Estate or trust
☐ Pharmacy (Non-Corp.)
☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Limited Liability Company (select applicable tax classification)
☐ D = disregarded entity
☐ C = corporation
☐ P = partnership

Hereinafter the term "Contractor" shall be used to refer to the individual or entity entering into the Contract, Grant, or Other Agreement with the Department of Natural Resources and certifying the truth of the information contained herein. Certifications hereunder are applicable to the extent they are required of Contractor by law. Contractor certifies that:

I. It has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe. (30 ILCS 500/50-5)

II. It has not been convicted of a felony, or that it has been at least 5 years since the date of completion of any sentence for a felony conviction. If Contractor is not an individual, Contractor certifies no person held responsible by a prosecutorial office for the facts upon which the felony conviction was based continues to have involvement with the Contractor. (30 ILCS 500/50-10)

III. In accordance with 30 ILCS 500/50-10.5 that no officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or 2 felony under the Illinois Securities Law of 1953, for a period of 5 years prior to the date of the bid or contract. Contractor acknowledges that the Department of Natural Resources shall declare the contract void if this certification is false.

IV. It, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/ 50-11and 50-12. Contractor further acknowledges that the Department of Natural Resources may declare the contract void if the preceding certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

V. In accordance with 30 ILCS 500/50-14 that the bidder or Contractor is not barred from being awarded a contract under this Section. The Contractor acknowledges that the Department of Natural Resources may declare the contract void if this certification is false.

VI. It is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".

VII. It has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. (30 ILCS 500/50-25).

VIII. It is not in violation of the "Revolving Door" section of the Illinois Procurement Code. (30 ILCS 500/50-30).

IX. It will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, Contractors, proposers or employees of the State. (30 ILCS 500/50-40, 50-45, 50-50).

X. It and subcontractor shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Auditor General, the Agency, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If federal funds are used to pay contract costs, the Contractor must retain its records for five years. If only state funds are involved, three years is sufficient. (30 ILCS 500/20-65).

XI. It will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and that an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of $5,000 or more for individuals or entities, and to entities with twenty-five (25) or more employees regardless of amount. (30 ILCS 580/1 et seq.)

XII. Neither it nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed $10,000. (30 ILCS 582/5)

XIII. In accordance with the State Prohibition of Goods from Forced Labor Act that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (30 ILCS 583/10).

XIV. In accordance with the State Prohibition of Goods from Child Labor Act that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or part by the labor of any child under the age of 12. (30 ILCS 584/10).

XV. He/she has informed the Director of the Department of Natural Resources in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor certifies he/she has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).

XVI. It is not in default on an educational loan. (5 ILCS 385/3). [A partnership shall be considered barred if any partner is in default on an educational loan.]

XVII. It has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4)

XVIII. It does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club". (775 ILCS 25/2).

XIX. It complies with the Illinois Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. (775 ILCS 5/2-105)

XX. It, its employees and subcontractors comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101) and applicable rules in performance under this Contract.

XXI. It shall be required, if applicable, to observe and comply with provisions of the Prevailing Wage Act, which applies to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code. (820 ILCS 130/4, 30 ILCS 500/25-60).

XXII. If applicable, that any steel products used or supplied in accordance with a Contract for a public works project shall be manufactured or produced in the Unites States, in compliance with the Steel Products Procurement Act. (30 ILCS 565/1)

XXIII. This agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditures Act, if applicable. (20 ILCS 715/1 et seq.).

XXIV. It warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period proceeding the procurement lobbying activity.

XXV. If Contractor is a "Business Entity" as defined in Public Act 95-971 or Executive Order 3 (2008) and this agreement is a "contract" as defined in the Act or a "State Procurement" as defined in the Order, the Contractor certifies that it has read, understands, and is in compliance with the Act and Order and will not make or solicit a contribution that will violate the Act or Order. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Contractors, as well as limitations on political contributions by certain Contractors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer. Executive Order 3 (2008) establishes additional restrictions on political contributions and solicitations by certain Contractors and their affiliate

a) Contractor further certifies, in accordance with Executive Order 3 (2008), that Contractor will not perform any prohibited act listed in Executive Order 3 (2008)(III)(B), and acknowledges a continuing duty to report to the appropriate State Agency any contributions made by Contractor, or its affiliated entities and persons, during the term of the Contract and for a period of two years after the end of the contract term.

b) Contractor further certifies, in accordance with Public Act 95-971, that either Contractor is not required to register as a business entity with the State Board of Elections. Or, Contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Contractor acknowledges that the State may declare this Contract void without any additional compensation due to the Contractor if this certification is false or if the Act or Order is violated.

The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR:

BY: ________________________________

TITLE: ______________________________

DHR Public
Contract Number**:

Form approved by IDNR Legal Counsel for use effective January 1, 2009

(**) Department of Human Rights Public Contract Number. Each Contractor having 15 or more employees must have a current Public Contract number or proof of having submitted a completed application. Application forms may be obtained by contacting the Department of Human Rights, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). In the space provided, show your Public Contract Number or, if not available, the date a completed application for the number was submitted. Contractors with less than 15 employees may indicate "not applicable".

REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Clerk

From: Emily Lambe and Steve Brown

AGENDA ITEM: 2010 March Madness Experience Contribution

AGENDA DATE REQUESTED: February 8th, 2010

ACTION REQUESTED: Approval of Tourism Funds in the amount, to Not Exceed, $5,000.

BACKGROUND: The Peoria Area has been privileged for many years to host the IHSA Boy's State Basketball Tournament. Hotels, restaurants, and shops in the area including Pekin, reap the benefits of this multiple weekend event. The IHSA, is requesting a contribution from the City of Pekin to support the continued success of this tournament. The village of Morton has agreed to contribute $10,000 along with other Tazewell and Peoria County communities supporting this effort.

As of 1-12-10, $22,191.04 is available in the FY2009 Grants line item (208-208-5-731)

The City's Tourism Committee is recommending this $5,000 contribution to be a regional sponsor for this tournament event.

FINANCIAL IMPACT: $5,000 from the Tourism Fund Grants Line Item (208-208-5-731)

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Event drawing large crowds to Peoria and all of Central Illinois for 2 consecutive weekends

IMACT IF DENIED: If the City denies making this contribution to ensure the continued success of this signature regional/statewide event in conjunction with the IHSA Boys Basketball Tournament, it would be a missed opportunity to demonstrate our commitment as a valued regional partner.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Quality of Life theme

****

SIGNATURES

Tourism Committee Chairperson ____

Date

Finance Department ____

(Certification of Availability of Funds) Date

Corporation Counsel ____

(Certification of Review) Date

City Manager ____

(Final Recommendation) Date