City of Pekin

REGULAR COUNCIL MEETING OF JANUARY 28, 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 January 14, 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. **Monthly Reports and Minutes: Fire Report December 2007, Airport Commission Minutes January 9, 2008 and Special Meeting January 18, 2008**

2. **Receive and File Resignation of Scott Nichols Pekin Planning Commission**

3. **Adopt Resolution No. 30-07/08 – Mayor's Appointment of Angel Gibson to the Pekin Planning Commission to fill the unexpired term of Scott Nichols until May 15, 2008**

4. **Receive and File Correspondence from Comcast announce divide of Insight partnership**

5. **Receive and File request from IDOT for utility locations on Reconstruction Project of IL 9 from the Illinois River to IL 29 (N)**

6. **Approve Addendum #2 Jurisdiction Improvement Broadway Road (FAU 6761) Schramm Drive to Veterans Drive**

7. **Receive and File Planning Commission Minutes Dated January 9, 2008**

8. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
   Hearing #08-1756 - recommends approval of Preliminary Plat Briar Ridge Subdivision
   Currently zoned Lot 1/B-1; Lot2/RM-3; Lots 5-13, 16-26/R-1; Lots 3,4,14,15,27-38/RV-1

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

City of Pekin Economic Development Advisory Committee

PRESENTATION: *Update of the economic development approach*

IX. UNFINISHED BUSINESS

1. **Ordinance No. 2532-OA-07/08 – Amending Title 9, Chapter 10, and The Schedule of Regulations of the Code of the City of Pekin 1995-Regarding Zoning. (tabled) (JW)**

   ACTION: *Motion to remove from the table*

   VOTE REQUIRED

   ACTION: *Motion to adopt/deny Ordinance*

   VOTE REQUIRED

X. NEW BUSINESS

1. **Ordinance No. 2548-07/08-07/08 Amending the Code of the City of Pekin (CL)**
   DESCRIPTION*: Addition of fire prevention fees, inspections fees, and general language cleanup in regards to the adoption of Ordinance No. 2540-07/08 approving the 2006 International Fire Code and fee schedules.*

   ACTION: *Motion to adopt resolution.*

   VOTE REQUIRED

2. **Resolution No. 31-07/08 – IDOT Resolution for Improvement by Municipality Under the Illinois Highway Code (JW)**
   DESCRIPTION*: appropriation of motor fuel tax funds for the acquisition of parcels regarding the widening of Broadway Road FAU 6761 Section 7-00173-00-LA*

   ACTION: *Motion to adopt resolution in the amount of $50,000.00.*

   VOTE REQUIRED

3. **Broadway Road Widening Agreement with Joseph L. Bussone and Carole F. Bussone (JW)**
   DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

   ACTION: *Motion to approve agreement.*

   VOTE REQUIRED

4. **Broadway Road Widening Agreement with Joshua L. Hafliger Janelle C. Hafliger (JW)**
   DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

   ACTION: *Motion to approve agreement.*

   VOTE REQUIRED

5. **Broadway Road Widening Agreement with Gerald C. Kempf and Kelly A. Kempf** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

6. **Broadway Road Widening Agreement with Joseph L. Gregory J. Landendorf** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

7. **Broadway Road Widening Agreement with The Estates At Lakeview, LTD.** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

8. **Broadway Road Widening Agreement with Scott W. Lange and Mary Frances Lange** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

9. **Broadway Road Widening Agreement with Dixie Larry** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

10. **Broadway Road Widening Agreement with Loyal Order of Moose, Pekin Lodge No. 916** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

11. **Broadway Road Widening Agreement with Joyce M. Ristich** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

12. **Broadway Road Widening Agreement with Timothy L. Nation and Lauri M. Nation** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

13. **Broadway Road Widening Agreement with Roger A. Stein and Elaine R. Stein** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

14. **Broadway Road Widening Agreement with T.A.G. Pekin I, Inc.** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement.*

VOTE REQUIRED

15. **Broadway Road Widening Agreement with John F. Vogel and Diane V. Vogel** **(JW)**
DESCRIPTION*: Acquisition Agreements with property owners regarding the widening of Broadway Road*

ACTION: *Motion to approve agreement..*

VOTE REQUIRED

16. **Purchase of Financial System Upgrade** **(AE)**
DESCRIPTION*: Upgrade of present system to webenabled ERP eSolutions*

ACTION: *Motion to enter into an agreement with ARX in the amount of $25,928.00 for hardware and* ***$45,000.****00 for training, conversion, and maintenance, plus 5 years maintenance at an estimate not to exceed $32,500.00 annually .*

VOTE REQUIRED

XI. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members

Staff

Public Questions

Press Time

XII. EXECUTIVE SESSION

5 ILCS 120/2 (c) 6. The Sale of Municipally Owned Property

ACTION: *Motion to move to executive session for the purpose of discussing the Sale of Municipally Owned Property.*

VOTE REQUIRED

XIII. 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 RESCHEDULED 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 14, 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 Strand, seconded by Council Member Kortkamp, that the **agenda be approved as presented.** Mayor Tebben advised it would not be necessary to meet in executive session. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of December 10, 2007, Budget Work Sessions November 19, 2007 and December 17, 2007, be approved as written.** On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Strand, seconded by Council Member Dunn, 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. He explained that items under consent did not require expenditure of funds.

1. **Receive and File Monthly Reports and Minutes:** Police Report December, Building Report November
   and December, Traffic Safety Committee Minutes January 4, 2008, Liquor Commission Minutes October 24, 2007, and Airport Commission Minutes December 12, 2007

2. **Adopt Proclamation:** "Dr. Martin Luther King Jr. Day" January 21, 2008

3. **Approve Charitable Solicitation:** Shade Memorial Youth Camp, Inc. Tag Days
   April 25, 26, 27, 2008

4. **Receive and File Groundwater Protection Guardian Designation 2007**

5. **Receive and File notification from Tri-County Regional Planning Commission of Federal Highway Administration funding of 50% of the$200,000 project to create a Regional Transportation, Ecosystem & Land Use Integration Plan**

6. **Adopt Resolution No. 26 B-07/08 - Support of Naming Kriegsman Field at the Pekin Municipal Airport**

7. **Adopt Resolution No. 27-07/08 – Mayor's reappointment of Ann J. Trumpy to the Pekin Housing**
   Authority Board for a 5-year term ending January 14, 2013

On roll call vote, all present voted Aye.

Mayor Tebben read and presented Resolution No. 26 B-07/08 to Rich Kriegsman. In recognition of his father's commitment to the City of Pekin, Council voted to support naming the airport Kriegsman Field.

Communications, Petitions, Reports
CITY INSURANCE COMMITTEE
Representatives of the City's Insurance Committee presented a chronology of its formation and accomplishments of the group. Pat Pollock explained with the cost of health care trends skyrocketing, in 2003 City Manager Dick Hierstein invited bargaining units and staff members to participate in seeking solutions and educating plan members. By establishing wellness programs, reviewing claims, and negotiating prices, fix costs and dental remained flat for 2-4 years. Union, Police, Fire representatives and committee members Keith Gleason, Jamie Evans, Tim Gleason and Jeff Little addressed Council on specific MedTrax drug program, managed care, and retiree contribution issue.

PUBLIC HEARING
A public hearing was opened at 6:01p.m. by Mayor Tebben to discuss the FY 2009 Budget. City Manager Dennis Kief, in a PowerPoint, presented a summary of steps made to balance the revenues and expenditures for May 1, 2008 to April 30, 2009 from original deficit. He explained cuts in expenditures, delayed projects, and use of fund-specific reserves. Council Member Strand questioned the hiring of 2 new part-time clerks in the Police Department. Council was advised other new employees were postponed until 2010. Council Member Abel questioned if the partially used certificate of deposit would be reinvested.

Mr. Kief advised that the City would face challenges in the next four years. The Illinois Municipal League estimated revenues to municipalities would rise 1 percent and expenditure by 3 percent. Spending to increase because of increased utilities, wages, insurance and mandated state and federal projects.

There were no other comments received. Mayor Tebben closed the hearing at 6:17 p.m.

Unfinished Business
Mayor Tebben asked that Council give consideration to placing an unfinished business item amending the zoning code for regulating parking in front yards back on the table. He anticipated that action to take place at the next meeting for housekeeping purposes to dispose of from the agenda by denial or adoption.

New Business

RESOLUTION NO. 28-07/08
A RESOLUTION ADOPTING
THE FISCAL YEAR MAY 1, 2008 THROUGH APRIL 30, 2009 BUDGET

Motion by Council Member Kortkamp, seconded by Council Member Jones, that Resolution No. 28-07/08 be adopted. Council Member Blanchard read from a prepared statement his non-support of adopting the budget. He indicated the balanced budget was reached after putting off expenses and problems stated for 2010, 2011, 2012, and 2013 budgets. He felt it was not responsible in balancing a budget by increasing revenue projects and not looking at reductions in expenses. Mayor Tebben asked if Council Member Blanchard would like to make amendments to the budget. No amendments were heard. On roll call vote, Ayes, Jones, Strand, Kortkamp, Abel, Dunn, and Tebben; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 2545-07/08
AMENDING TITLE 3, CHAPTER 3, SECTION 4 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. 2545-07/08 be adopted. Corporation Counsel Burt Dancey advised Council that as recommended by the Liquor Commission the amendment was a clarification of restriction on issuance of license where motor fuel was sold. Mayor Tebben expressed concern to language "not limited to" in respect to a present licensee he felt was not in compliance. He then recommended that the Liquor Commission continue to review. On roll call vote, all present voted Aye.

ORDINANCE NO. 2546-07/08
AMENDING TITLE 3, CHAPTER 3, SECTION 1 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING LIQUOR CONTROL

Motion by Council Member Kortkamp, seconded by Council Member Abel, that Ordinance No. 2546-07/08 be adopted. Attorney Dancey also explained to Council the second amendment to the Liquor Code clarified manager of an establishment by adding the definition to the code. On roll call vote, all present voted Aye.

CITY OF PEKIN POLICY NO. 15-07/08 - WASTEWATER OCTOBER BILLING

Motion by Council Member Jones, seconded by Council Member Abel, that Policy No. 15-07/08 be adopted and the City Manager be authorized to prepare the necessary application. Mr. Kief advised Council of a policy set and the application process for account adjustment to the 2008 winter averaging program where water bills are based on the usage October through April. October 2007 was extremely dry. Council Member Blanchard expressed concern that the policy reversed the position of the Council on discounting wastewater bills. Council Members generally discussed the number of expected adjustments, the criteria and steps for applying. On roll call vote, Ayes, Jones, Strand, Dunn, Abel, and Tebben; Nays, Blanchard and Kortkamp. Motion Carried.

ORDINANCE NO. 1462-A268 – 07/08
AMENDING TITLE 8, CHAPTER 4, SECTION 1 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING PARKING ON SNOW EMERGENCY ROUTES

Motion by Council Member Jones, seconded by Council Member Dunn, that Ordinance No. 1462-A268-07/08 be adopted. Superintendent of Streets David Pagliaro informed Council that the amendment was a scribner's correction to clarify that it would not take 2 inches of ice before a snow ban could be called. Mr. Pagliaro addressed Council Member Strand's questions on snow emergency routes and snow bans. On roll call vote, all present voted Aye.

Motion by Council Member Dunn, seconded by Council Member Abel, that the **AGREEMENT WITH MAUER-STUTZ FOR ENGINEERING SUPPORT OF BROADWAY-PARKWAY INTERSECTION PROJECT** be approved in an amount not to exceed $10,000.00. Public Works Director Joe Wuellner explained that if needed the agreement provides for the construction support on the Broadway-Parkway Intersection Project. On roll call vote, all present voted Aye.

RESOLUTION NO. 29 – 07/08
ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE 00-00164-00-EG

Motion by Council Member Dunn, seconded by Council Member Kortkamp, that Resolution No. 29-07/08 authorizing $10,000.00 Motor Fuel Tax Funds be adopted. On roll call vote, all present voted Aye.

Motion by Council Member Dunn, seconded by Council Member Blanchard, that the **INTERGOVERNMENTAL ANIMAL CONTROL AGREEMENT WITH TAZEWELL COUNTY** in the amount of $41,470.00 be approved. Mayor Tebben advised Council that he discussed with the County the double billing concerns of Council and was informed that animal control was not levied in tax bills. Staff had analyzed dollars for providing the service and would continue to assess and discuss with County administration the annual contract to pick up stray animals. On roll call vote, all present voted Aye.

ILLINOIS DEPARTMENT OF TRANSPORTATION GRANT
CONTRACT NUMBER 3671 GRANT NUMBER OP-08-09-IL.

Motion by Council Member Blanchard, seconded by Council Member Abel, that the **CONTRACT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION TO RECEIVE FUNDS FOR THE OPERATION OF THE CITY BUS SERVICE** in the amount of $262,802.00 be approved. Director of Transportation Greg Ranney explained that the application and authorizing Resolution No. 17-07/08 for

the grant was presented to Council in October 22, 2007 meeting. The agreement before the Council was the execution of receiving the funds for the contract with CityLink. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Strand, that the **COMMUNITY EVENT GRANT APPLICATION FROM WINTER WONDERLAND** for the Christmas Festival events be approved in the amount of $500.00. The request for Visitors Bureau funding was received and satisfactory final expenses submitted for an amount not to exceed 50% of total cost or $500.00. On roll call vote, all present voted Aye.

ORDINANCE NO. 2547-07/08
AMENDING TITLE 1, CHAPTER 5, SECTION 3 F. OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING CITY COUNCIL

Motion by Council Member Blanchard, seconded by Council Member Jones, that Ordinance No. 2547-07/08 be adopted. The amendment presented was a bookkeeping change to the Administration Title of the Code to reflect the action of the Council in adopting Resolution 22 providing for the selection of Mayor Pro-Tem by appointment. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Dunn, that the **INTERGOVERNMENTAL AGREEMENT FOR POLICE PROTECTION SERVICES WITH THE HOUSING AUTHORITY OF THE CITY OF PEKIN,** be approved. Council was told that the agreement with PHA provided protection of residents by uniformed, off-duty police officers. Rates for annual renewal between the months of February through January remained at $25.00 per hour. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Strand, that the **SCHEDULE OF MEETING DATES,** be approved. Council approved each of the regular meeting dates for upcoming 2008 months two of which were Tuesdays because of the Monday holiday as provided in the Code. The schedule of Commissions, Boards and Committees meeting dates, times places would be posted as required by statutes. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The following general announcements were made by Council Members and Manager:
Jones commended the manager and staff on the job completed on the Budget
Blanchard extended recognition to the City employed janitors for their work
Dunn reminded community of the breakfast to honor Martin Luther King to be held on Saturday, January 19, 2008 at Edison School.
Kief commended Joe Yavorshak for a report from the Sewer Treatment Plant that there were zero excursions in 2007.
Kief drew Council attention to the fact that under Consent Agenda the City was awarded the Ground Water Guardian designation for the 12th straight year.

Reporters from the media, the *Pekin Daily Time*, and *Peoria Journal Star* were given the opportunity to ask questions.

Council did not meet in Executive Session.

No further business to come before the Council, **MOTION WAS MADE BY COUNCIL MEMBER BLANCHARD, SECONDED BY COUNCIL MEMBER KORTKAMP TO ADJOURN.** Motion carried by Voice Vote.

COUNCIL ADJOURNED AT 7:00 P.M.

Sue E. McMillan
City Clerk

City of Pekin

January 2, 2008

Mr. Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department December 2007 report, plus a summary of November 2007.

Chuck Lauss
Fire Chief
City of Pekin Fire Department

During the month of December 2007, the Pekin Fire Department responded to 327 calls, total dollar loss was $162,300.00.

During the month of December (approximately 74.76%) were emergency medical calls, 53 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

During the month of November 2007, the Pekin Fire Department responded to 288 calls, total dollar loss was $200.00.

During the month of November (approximately 70.73%) were emergency medical calls, 84 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms, 1 fire at Powerton which required extinguishment and/or investigation by fire fighting personnel.

On December 1, 2007 Fire Fighters responded to a chimney fire at 2117 Alameda Drive. Upon arrival found bird nests in and around the chimney started the attic area on fire. We were able to extinguish the fire through the opening of a whole house fan unit. One 1-¾ line was used on the interior and a booster line was used on the roof at the chimney flue. The fire was contained to the immediate area around the chimney. Total dollar loss was approximately $6,000.00.

On December 3, 2007 Fire Fighters responded to a structure fire at 122 Edds Street. Engine 3 was

Charles E. Lauss, *Fire Chief*
3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

first on scene and reported flames coming from the north and west front picture windows. Two 1 ¾ inch hand lines were used for an interior attack through the front door. Engine 3 and Truck 3 crews made entry.

A fire hydrant was located across the street from the fire scene. Engine 2 laid the hydrant line of one 100 foot 5 inch hose section from the hydrant into Engine 3. Ladder 1's crew ventilated the roof.

The majority of the fire was contained to the living room. Fire extended into the east room where the entry door and furnace were located. There was heat and smoke damage throughout the house. Extensive overhaul needed to be done by removing the entire living room ceiling, attic insulation, and extinguishing numerous smoldering areas. The fire was knocked down at approximately 1553 hours.

Upon investigation, we found burn pattern indicators that showed the fire's point of origin to be in the northwest corner of the living room. Fire cause was initially found to be suspicious. A second point of origin was determined to be on top of a bed in the bedroom south of the living room.

Police investigators Bittner and Von Rohr later confirmed that the fire was arson, with a suspect in custody.

Ameren-Cilco and the water company were requested to shut off utilities. Amt was on standby at the scene. Pekin Police assisted with investigations, interviews, and traffic control. Total dollar loss was approximately $80,000.00.

On December 8, 2007 Fire Fighters responded to a basement fire at 1401 Lincoln Street. Upon arrival found light smoke and moderate heat coming from the sector C side of the structure. Fire Fighters Burns and Benson entered with an 1 ¾ inch line and descended the basement stairs and found a small contents fire near the washer in the northeast corner of the basement. The fire was quickly brought under control using approximately 20 gallons of water. The fire appeared to have started from faulty wiring from an outlet below the fuse box. The wiring then ignited a plywood shelf and then spread to some chemicals on the shelf. Total dollar loss was approximately $1,000.00.

On December 8, 2007 Fire Fighters responded to structure fire at 2411 Holly Drive. Tower 3 had cleared from the first fire, but everyone else was still on-scene. E3 arrived on scene first and assumed command reporting heavy fire showing from sector C of the structure. F3 then took command and ordered a handline to be stretched into the structure through sector A to try and push the fire out the back of the structure. After encountering a large amount of storage, making it difficult to deploy the line inside, F3 pulled the crew out and brought them around back to sector C.

E2 had cleared from the fire scene on Lincoln Street by this time, and was called upon by F3 to lay a 5-inch supply line to E3. It was determined after investigation that the fire started in some paper on the kitchen countertop. No one was home at the time of ignition, and the fire cause was undetermined. Four fire fighters were called in to staff a reserve piece of apparatus. Total dollar loss was approximately was $75,000.00.

On December 12, 2007 Fire Fighters responded to dryer fire at 1218 Oak Ridge. Upon arrival noted

smoke within structure. Upon entry into the building, found fire in dryer unit. Fire extinguished with extinguishers. Dryer removed from structure. Ameren Cilco contacted to restart gas service to structure. No damage to structure. Total dollar loss was approximately $300.00.

Total calls for the month of December was 327 and are as follows:

Fires	11
Rescue and EMS	247
Hazardous Materials	15
Other types of calls	54

Total dollar loss for the month of December was approximately $162,300.00.

Total calls for the month of November was 288 and are as follows:

Fires	6
Rescue and EMS	204
Hazardous Materials	9
Other types of calls	69

Total dollar loss for the month of November was approximately $200.00.

Pekin Fire Department
Training Division
Training report for December 2007

Several fire fighters have been challenging the on-line FEMA courses this month. Again, time is being spent operating and driving our apparatus with our newest fire fighters because they are now being placed in the driver's position.

There are many fire fighters busy taking OSFM exams to get their certificates for the TRT classes we hosted this fall. We had 3 fire fighters complete the FF III certification this month. With the upcoming promotional exams, several members are busy getting their certifications in order.

This is a brief overview of December 2007 and November 2007' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

December 2007

Pekin Fire Department

Charles E. Lauss, *Fire Chief*
3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

Fire Prevention Report

December 3rd thru December 7th 2007
National Foam Texas A&M University Fire School
Flammable Liquids Firefighting School
College Station Texas.

Week long class on dealing with and applying fire fighting foam. The class count was 96 students from around the United States. We reviewed Structural Firefighting Foam application. Above Ground Storage Tanks and construction. Live fire rotations. Seal fire evolutions also shipboard engine room fires. In addition we reviewed and practiced (ICS) the Incident Command System.
The class and tuition and lodging and meals were paid by the Aventine Renewable Energy and Midwest Grain Products.

December 07 Vehicle Report

Listed and sold Truck 1
New axle seal in Fire 2
Wiper blades replaced on command vehicles
97 Jeep serviced
F-4 pick up new tires
Fire 3 serviced
Fire 1 serviced, new rear brakes
Utility 3 serviced
Fire 2 serviced
Utility 1 serviced
Rescue 2 serviced, spot light repaired, generator bolts replaced,amkus reels repaired
Brush 1 serviced
Ladder 3 tire repaired
Fire 5 van serviced
Repaired Engine 2 headlights
Rescue 2 new latches on EMS trays
Platform leveler repaired on Tower 3
Breathing air compressor yearly maintenance

Respectfully Submitted,

Charles E. Lauss
Fire Chief

Charles E. Lauss, *Fire Chief*
3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

City of Pekin
Airport Commission Meeting Minutes
January 9, 2008

Commissioners: Present – Robert Ehrich, Peter Kalman, Charles Thomas, Mike Fort & Lillard Hedden
Attendees: Joe Wuellner, Stan Herrin, Roger Finnell, Shannon Barnhart, Murray Brian, Don Barth, & Al Lurie

Chairman Kalman opened the meeting at 3:00pm.

Old Business:

1. Mr. Finnell reported that the FAA 405 survey has been completed and submitted to the FAA for review and approval. He anticipates that a response should be received in 3 to 4 weeks.
2. Mr. Finnell passed out five proposed layouts for the crosswind runway and requested that the Commission look them over and get back to him with their preferred layout. Mr. Kalman checked with the Commission members to see if they could attend a special meeting on January 18th. It appeared that all members were available so the meeting will be posted.
3. Mr. Finnell presented three plans for approaches to the airport and the impacts that each had on approach zones. The new approaches are scheduled to go into effect November 20, 2008 and he needed to know what the Commission preferred. The Commission chose the 1 mile approach for B-II. Motion by Mr. Thomas, seconded by Mr. Ehrich and all voted Aye.
4. Mr. Finnell informed the Commission that as a part of the plan a pilot survey was included and wanted to know if they wanted to do it. It was decided that with some modification to the form it might provide valuable information. Mr. Kalman made a motion to do the survey, seconded by Mr. Thomas and all voted Aye.
5. Mr. Herrin handed out the design report for the hangar door project for the Commission to review. There is an issue with the electrical requirements that will need to be reviewed. The Commission will look over the report and get back to him.
6. Mr. Wuellner stated that he had talked with two insurance companies about the hangar keeper's policy and gotten a few new quotes. Due to the time constraints it was not possible to get additional information from them to be able to compare similar coverage. The current policy was renewed for the coming year. He will start the process sooner at the next renewal time and get a request out.

New Business:

1. Mr. Wuellner passed out the budget report through the end of December and what was being proposed for the Fiscal Year 09 budget.

Nothing else came before the commission and the meeting was adjourned at 5:15 PM.

Special Meeting to be held January 18, 2008 at 3pm.

Next regular meeting will be next year, February 13, 2008 at 3pm.

City of Pekin
Airport Commission Meeting Minutes
Special Meeting
January 18, 2008

Commissioners: Present – Robert Ehrich, Peter Kalman, Charles Thomas, Mike Fort & Lillard Hedden
Attendees: Joe Wuellner

Chairman Kalman opened the meeting at 3:00pm.

Airport Layout Plan:

Meeting was called to discuss the five options for the proposed crosswind runway to be included as part of the Airport Layout Plan (ALP) that will be submitted to the Illinois Division of Aeronautics (IDA). The Commissioners discussed the benefits and problems with the proposed five options. Mr. Kalman made a motion to use Alternate 3 for the ALP, seconded by Mr. Ehrich. Vote was 4–Aye and 1–Abstain

Mr. Kalman stated that he will be setting up a meeting with the Land Acquisition person at IDA and asked if anyone wished to attend with him. There was interest expressed and once the meeting is set up they will confirm.

Mr. Wuellner will inform the engineer of the selection so the process can move forward.

General Discussion:

1. The T-Hangar door replacement project handout was reviewed by the Commissioners and there is still a concern over the 220V requirement. A few of them will call other door manufacturers and Mr. Wuellner was asked to check with the electrical contractors who service the airport on what power is available.
2. Pilot surveys would be a good way to gather ideas on how to improve the airport. Mr. Wuellner will get the form from the engineer to modify and get ready to pass out.

Nothing else came before the commission and the meeting was adjourned at 4:45 PM.

Next regular meeting will be next year, February 13, 2008 at 3pm.

From: Scott Nichols [mailto:sdnichols55@yahoo.com]
Sent: Thursday, January 10, 2008 10:15 AM
To: Tebben, Dave
Subject: Resignation - Planning Commission

Mayor Tebben,

I'm writing to regretfully inform you that I am resigning from the Pekin Planning Commission effective immediately. I have decided to pursue my Master's Degree in Business Administration and night classes run from January 16 through April 30. This will prevent me from attending any further Commission meetings. I have discussed this with my colleagues on the Commission and initially we agreed that I would skip the meetings until I could attend. However, my term is up in May anyway, so for the good of the Commission, I think my resignation would allow you to start searching for a replacement right away.

I would like to thank you and your staff for the opportunity to serve in this capacity and would like to get back involved once I have completed my degree requirements. Please let me know if you need anything else from me or if there are any other steps I need to take to complete this process.

Sincerely,

Scott D. Nichols

RESOLUTION NO. 30-07/08

PEKIN, ILLINOIS, January 28, 2008 19

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Angel Gibson to the Pekin Planning Commission to fill the unexpired term of Scott Nichols until May 15, 2008 is hereby approved.

~~334 Buena Vista~~

~~Pekin, IL 61554~~

SIGNED BY

MAYOR.

PLANNING COMMISSION

6:30 P.M. 2ND WEDNESDAY OF THE MONTH

MICHELLE LONG
P.O. BOX 20 346-1111 Ex 230
437 S. BROADWAY APT B-3
mlong@pekintimes.com
347-8806 ..... TERM ENDS MAY 15, 2008

ANGEL GIBSON
334 BUENA VISTA
360-3445 ..... TERM ENDS MAY 15, 2008

JIM BRADSHAW
1602 N. 11TH STREET
jbrad1105@msn.com 347-4340 (fax)
353-4340 ..... TERM ENDS MAY 15, 2008

WILLIAM CRAIG
2112 Anderson
craig1833@yahoo.com
346-9246 ..... TERM ENDS MAY 15, 2009

RON KNAUTZ, CHAIRMAN
503 SOUTH 8 TH STREET
rgknautz@grics.net 267-2682 (cell)
353-7707 ..... TERM ENDS MAY 15, 2009

STEPHEN HUEY
10 OAKHILL COURT
shuey@gallatinriver.net 346-5265 (work)
346-9321 ..... TERM ENDS MAY 15, 2009

CHAD E. SCHMIDGALL
1514 TENNELL ROAD
cschmidgall@dewberry.com
282-8195 (work)..... TERM ENDS MAY 15, 2010

DONALD HILD
220 MAPLE PARK DRIVE
hild4@gallatinriver.net 676-6063 (fax)
346-3798 .....……..... TERM ENDS MAY 15, 2010

RICHARD COHENOUR
2009 EL CAMINO DRIVE
dickcoh@insightbb.com
347-7976 ..... TERM ENDS MAY 15, 2010

received
1/10/08 - DK

comcast

January 2, 2008

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

Dear City Manager Kief,

Comcast Corporation and Insight Communications Company today announced that we have completed the previously announced agreement to divide the Insight Midwest partnership in which each party held a 50% interest. With the completion of the transaction, Comcast owns 100% of the cable systems serving your community. The name of the legal entity that holds your franchise is Comcast of Illinois/Indiana/Ohio, LLC.

Comcast Corporation (http://www.comcast.com) is the leading provider of cable, entertainment and communications products and services in Illinois and throughout the nation. With 24.2 million cable customers, 12.9 million high-speed Internet customers, and 4.1 million voice customers nationally at September 30, 2007, Comcast is principally involved in the development, management and operation of broadband cable systems and in the delivery of programming content.

As a company, we have a solid foundation of delivering superior products, services and an overall excellent customer experience for nearly 45 years and we are proud to serve your community. We want to be the company people look to first for the communications products and services that connect them to what's important in their lives.

We look forward to working with you as our partner in serving the residents of your community. With your help, I know we will have great success in 2008 and beyond. Please do not hesitate to call me at 309-686-2612 if you have any questions or concerns.

Sincerely,

John Niebur
Peoria District Director

City of Pekin
Public Works

Memo

To: Denny Kief

From: Joseph W. Wuellner, P.E. - Public Works Director

CC: Sue McMillan, Dave Pagliaro, & Paul Becvar

Date: January 21, 2008

Re: IDOT Project – IL 9 at IL 29

Denny,

I received a letter from IDOT today requesting information on utilities in the area east of the bridge for IL 9 to IL 29 intersection at 3rd Street. It appears that they are planning to fix the approaches. I will have Paul work with Bill to make sure that the information we have for sewers in the area are properly marked on a map of the area. The letter mentioned a drawing to mark up but there was not one included.

I attached a copy of the letter and the drawings that they sent.

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

Thanks,

Joe

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

January 15, 2008

PROJECT SUPPORT
UTILITY INFORMATION
FAP Route 693 (IL 9)
Section: 13R-1
Tazewell County
Location: Pekin
Job No. P-94-030-07
Contract No. 68608

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

Dear Mr. Wuellner:

The state of Illinois, Department of Transportation, is planning an improvement of reconstruction of IL 29 from the Illinois River to IL 29 (N) in Tazewell County.

In order for us to complete our construction plans, it will be necessary for us to know the locations of all utilities on or along our right-of-way, including areas of existing private easement.

We are enclosing two (2) sets of plan sheets; one you may keep for your own files. On the second set of plans, we would like for you to confirm the location of your facilities shown and draw on the prints any facilities not shown. If no facilities exist on this project, please call or send a memorandum to confirm. Accurate horizontal and vertical locations, as well as sizes of facilities, are needed. If you will then return this marked set to us by February 15, 2008, we can determine which areas, if any, will require adjusting.

If you have any questions, please feel free to call our Utilities Section at (309) 671-3397.

Very truly yours,

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

JJA:kme
Enclosure(s)
cc: Studies & Plans
Utilities

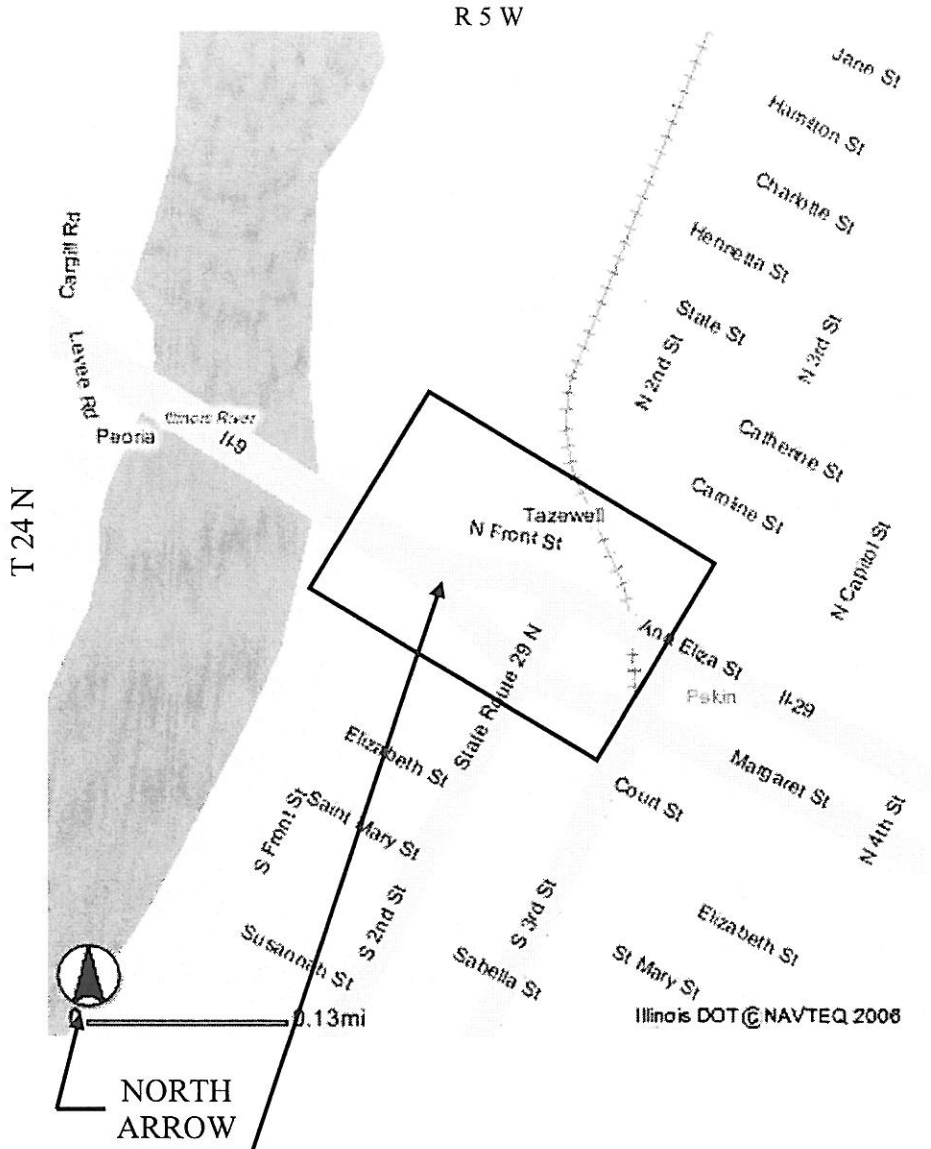
s:\mgr1\winword\progdev\utilities\letters\information\68608.doc

Project Report

F.A.P. Route 693 (IL-9)
Section 13R-1
Peoria County

CONTRACT NO.	**68608**
CATALOG NO.	**033299-00D**
JOB NO.	**P-94-030-07**
LOCATION	**RECONSTRUCTION OF IL 9 FROM THE ILLINOIS RIVER TO IL 29(N) IN PEKIN**

Prepared By:
Studies and Plans Section – Squad 9
Bureau of Program Development
Illinois Department of Transportation
District 4 - Peoria

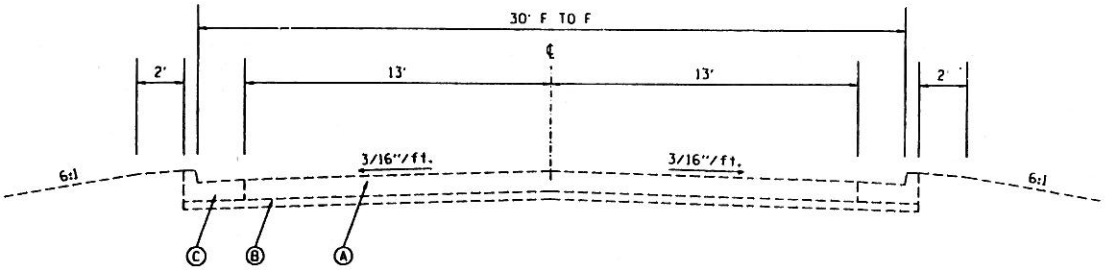


JOB LIMITS:
EB IL-9: Sta. 104+89.00 to Margaret St. Sta. 110+27.44
WB IL-9: Sta. 104+89.00 to Ann Eliza St. Sta. 112+20.00
Second St.: Sta. 8+40.00 to Sta. 14+05.60

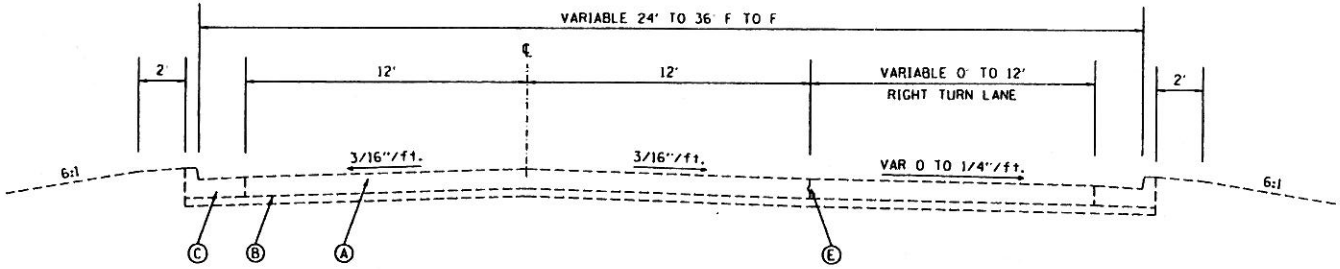
GENERAL LOCATION MAP

CONTRACT NO. 6

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS
693	13RS-2	TAZEWELL	----
STA. _____		TO STA. _____	
FED. ROAD DIST. NO.	ILLINOIS	FED. AID PROJECT	



WESTBOUND IL-9
STA. 104+89 TO STA. 109+14.34



EASTBOUND IL-9
STA. 104+89 TO STA. 109+17.03

LEGEND - EXISTING

- (A) 10" PCC PAVEMENT
- (B) 6" STABILIZED SUB-BASE
- (C) CCC & G, TYPE B-6.24
- (D) 4" PCC SIDEWALK
- (E) KEY JOINT

REVISIONS NAME	DATE

ILLINOIS DEPARTMENT OF TRANSPORTATION

EXISTING PAVEMENT
IL-9

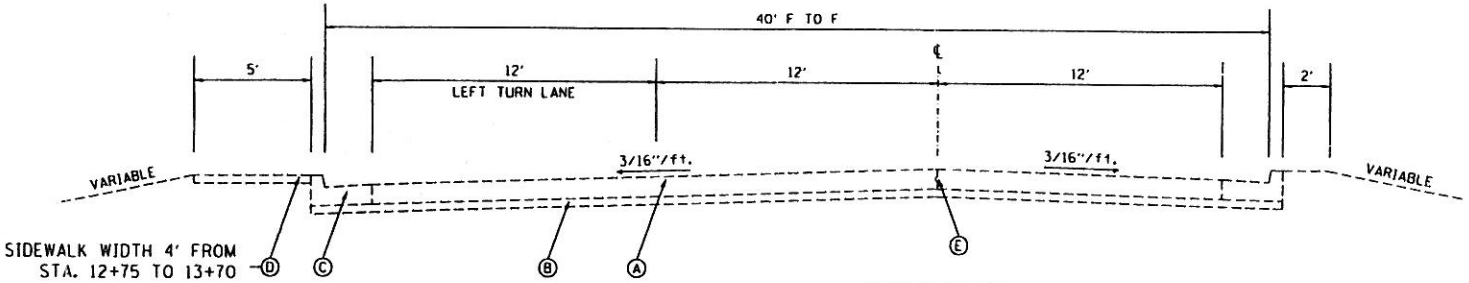
SCALE: VERT. HORIZ.
DATE
DRAWN BY
CHECKED BY

2

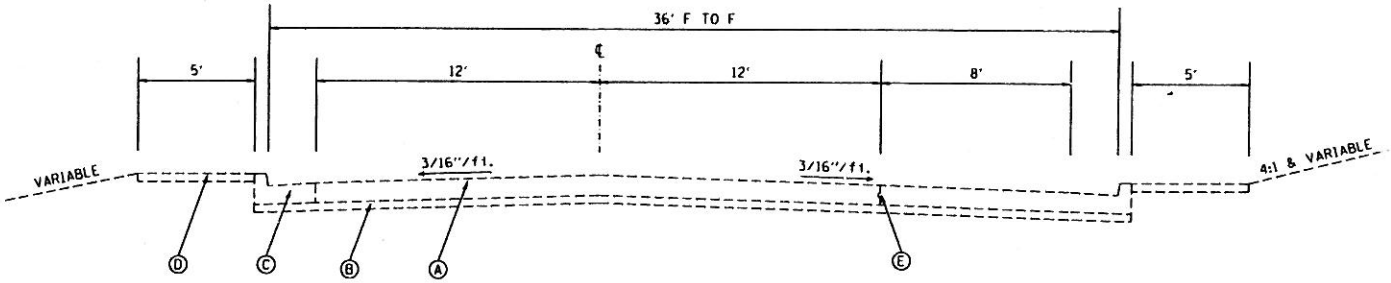
2

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS
693	13RS-2	TAZEWELL	---
STA.		TO STA.	
FED. ROAD DIST. NO.	ILLINOIS	FED. AID PROJECT	

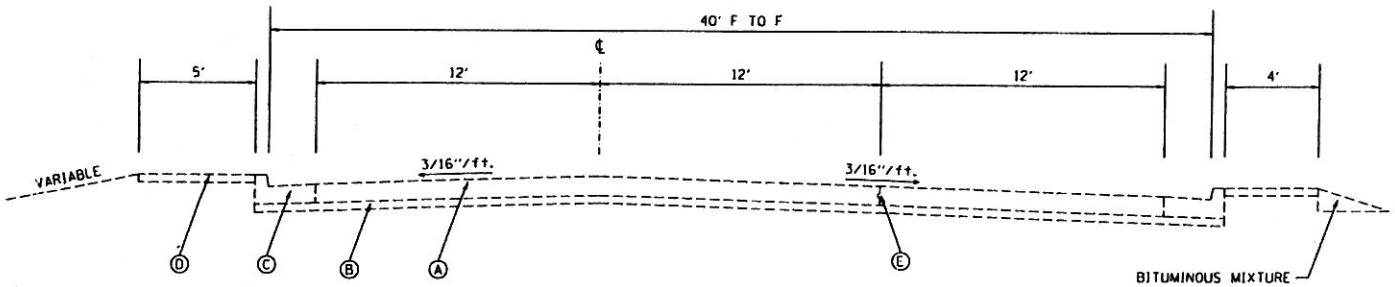
CONTRACT NO.



SECOND STREET
STA. 8+40.00 TO STA. 14+05.60



ANN ELIZA STREET
STA. 109+42.65 TO STA. 112+20.00



MARGARET STREET
STA. 109+17.44 TO STA. 110+27.44

LEGEND - EXISTING

- (A) 10" PCC PAVEMENT
- (B) 6" STABILIZED SUB-BASE
- (C) CCC & G, TYPE B-6.24
- (D) 4" PCC SIDEWALK
- (E) KEY JOINT

REVISIONS NAME	DATE

ILLINOIS DEPARTMENT OF TRANSPORTATION

EXISTING PAVEMENT
SIDEROADS

SCALE: VERT. HORIZ.
DATE

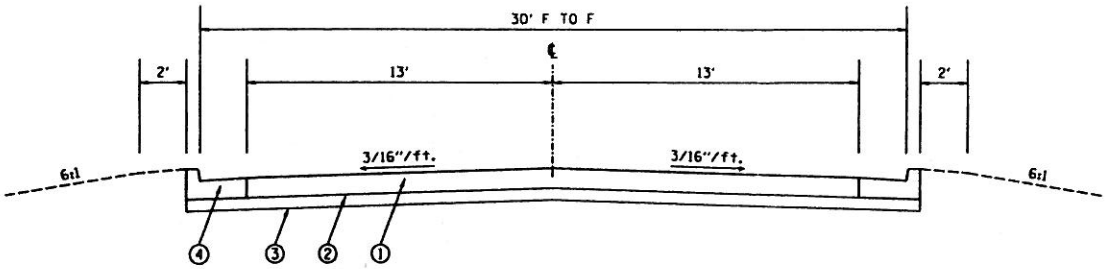
DRAWN BY
CHECKED BY

PLOT DATE : 1/17/2003
FILE NAME : c:\pwworking\tazewell\tazsec2\sp
FILE SCALE : 1 INCH = 1 FT.
USER NAME : bmyers

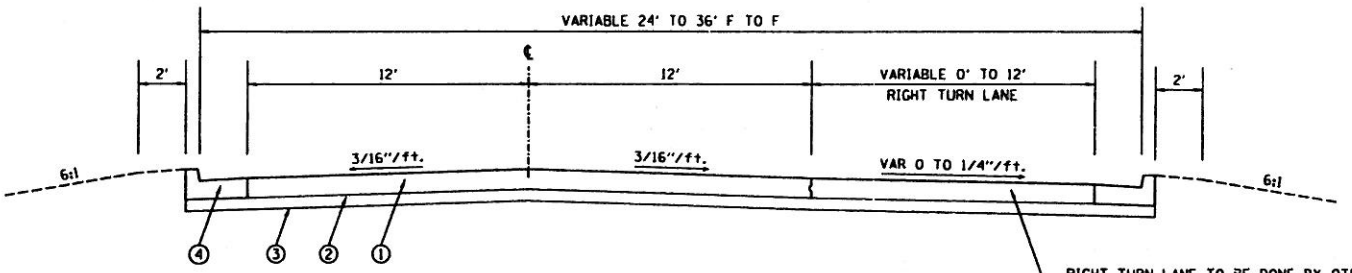
3

CONTRACT NO.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS
693	13RS-2	TAZEWELL	----
STA. ----------		TO STA. ----------	
FED. ROAD DIST. NO.	ILLINOIS	FED. AID PROJECT	



WESTBOUND IL-9
STA. 104+89 TO STA. 109+14.34



EASTBOUND IL-9
STA. 104+89 TO STA. 109+17.03

RIGHT TURN LANE TO BE DONE BY OTHERS
STA. 107+93 TO STA. 109+17 (IL-9)
STA. 13+00 TO STA. 14+06 (SECOND ST.)

LEGEND - PROPOSED

① PCC PAVEMENT 10" (JOINTED)

② SUBBASE GRANULAR MATERIAL, TYPE B 6"

③ GEOTECHNICAL FABRIC FOR GROUND STABILIZATION

④ COMBINATION CONC. CURB & GUTTER, TYPE B-6.24

⑤ PCC SIDEWALK 4"

REVISIONS	
NAME	DATE

ILLINOIS DEPARTMENT OF TRANSPORTATION

PROPOSED TYPICAL SECTIONS
IL-9

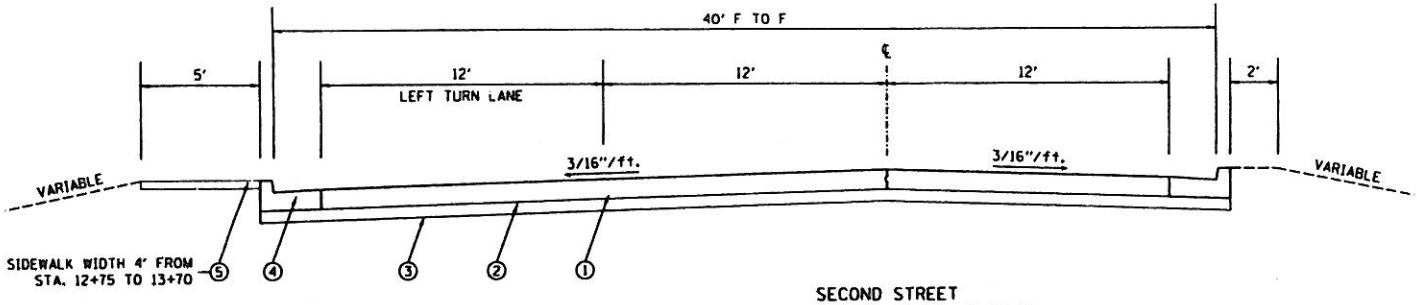
SCALE: VERT. HORIZ.
DATE
DRAWN BY
CHECKED BY

PLOT DATE : 7/12/2007
PLOT SCALE : 1 HORIZ. / 1 VERT.
USER NAME : Gary.P

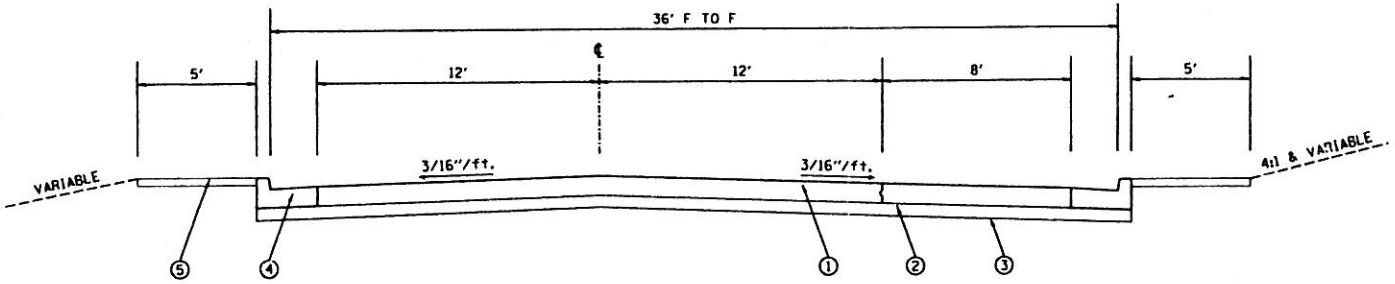
4

CONTRACT NO.

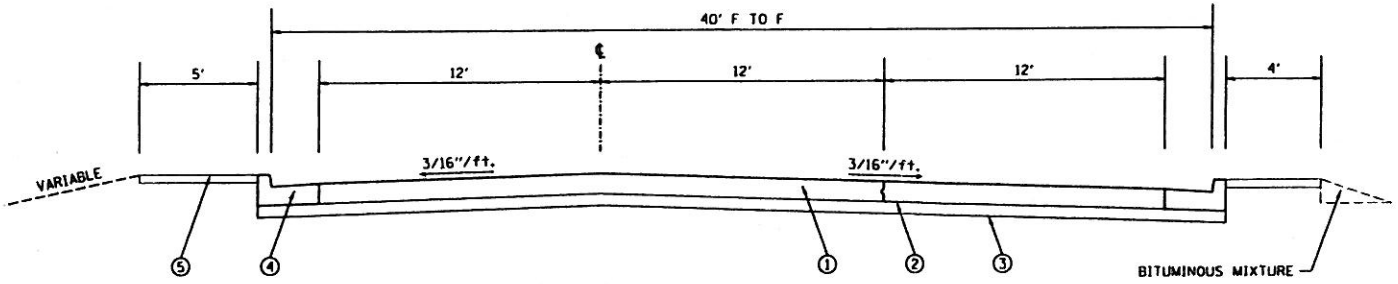
F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS
693	13W5-2	TAZEWELL	----
STA.	TO STA.		
FED. ROAD DIST. NO.	ILLINOIS	FED. AID PROJECT	



SECOND STREET
STA. 8+40.00 TO STA. 14+05.60



ANN ELIZA STREET
STA. 109+42.65 TO STA. 112+20.00



MARGARET STREET
STA. 109+17.44 TO STA. 110+27.44

LEGEND - PROPOSED

1. PCC PAVEMENT 10" (JOINTED)
2. SUBBASE GRANULAR MATERIAL, TYPE B 6"
3. GEOTECHNICAL FABRIC FOR GROUND STABILIZATION
4. COMBINATION CONC. CURB & GUTTER, TYPE B-6.24
5. PCC SIDEWALK 4"

REVISIONS NAME	DATE

ILLINOIS DEPARTMENT OF TRANSPORTATION

PROPOSED TYPICAL SECTIONS
SIDEROADS

SCALE: VERT. HORIZ.
DATE
DRAWN BY
CHECKED BY

PLOT DATE : 7/3/2002
FILE NAME : c:\projects\tazewell\
PLOT SCALE : 100.0000 ' / in.
PLOT BY : Tony

5

ADDENDUM # 2

Jurisdiction

The CITY OF PEKIN hereby agrees:

1. To the implementation of the subject improvement by the STATE and LA.

2. To assume jurisdiction of the completed improvement of Broadway Road (FAU 6761) from Schramm Drive to Veteran's Drive.

3. To maintain or cause to be maintained in a manner satisfactory to the STATE and THE FHWA, the completed improvement.

_____

Director of Public Works
City of Pekin

_____

Date

Pekin Planning Commission Minutes

January 09, 2008

Present:	Absent:
Jim Bradshaw	
Ron Knautz, Chairman	
Scott Nichols	
Bill Craig, Vice Chairman	
Steve Huey	
Chad Schmidgall	
Don Hild	
Michele Long	
Richard Cohenour	

Chairman Ron Knautz led the Pledge of Allegiance.

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.
Staff Present: Ron Sieh, Joe Wuellner, Attorney Dancey, and Greg Gurbal

Chairman Ron Knautz welcomed Richard Cohenour back to the Commission.

Chairman Ron Knautz asked for approval of the Agenda.

MOTION by Jim Bradshaw, Seconded by Bill Craig to approve the agenda as presented. On roll call vote, all present voted **AYE. MOTION APPROVED.**

Chairman Ron Knautz asked for approval of the minutes from the November 14, 2007.

MOTION by Steve Huey, seconded by Don Hild to approve the minutes as presented. On roll call vote, all present voted **AYE. MOTION APPROVED.**

City Council Action Report:
November 26, 2007 Council Meeting:

Received and Filed the November 14, 2007 minutes.

The Council denied the recommendation for Hearing #07-1753 the Preliminary Plat for Lick Creek Manor Subd Ext #2 (Copy of Council decision was given to each member of the Commission tonight).

December 10, 2007 Council Meeting:

The Council Approved the recommendation for Hearing #07-1754 Amendment to Code 9-9-1 Schedule of Regs to state Avg/Subd 5,000 Existing/7,800 (a) New & Lot Size in ft. 50 Existing/65 (a) New/Minimum Yard Setback for new as follows Front (b)(h)/One 5(b)(c)/Two 12(b)(c)/Rear 35(b) and Hearing #07-1755 Amendment to Code 9-10-4 Uses Not Included in a Specific District to state LIVESTOCK: Brood cows, feeder cattle or dairy cows.

PPC Correspondence: No Correspondence

Application #1: Bill Lehman, Developer

Hearing #1: Preliminary Plat for Briar Ridge Subdivision currently zoned as follows Lot 1/B-1 (Local Business District); Lot 2/RM-3 (Multiple Family residential); Lots 5-13, 16-26/R-1 (Single Family Residential); Lots 3, 4, 14, 15, 27-38/RM-1 (Multiple Family Residential) with the Legal Description as described in Exhibit "B: in Tazewell County.

Open Public Hearing: 6:34PM

Ron Sieh wanted to let the Commission know that Lots 3, 4, 14, 15, 27-38 are not zoned RM-1, they are zoned RV-1.

Bill Lehman stated the plat that the Commission received was the original from the annexation agreement. Stated he was contacted a week ago with a request from the City for a second entrance. A second plat was presented in correlation with the request by the City for a second entrance and was just completed this afternoon. He also stated the only change from the original is an outlot of 25' for emergency access in case the main road was inaccessible. He felt on the original the requirements were met by a 90' entrance with islands and two roads entering and exiting.

Chairman Ron Knautz stated the Commission could only vote upon the plat received in the packets.

Attorney Dancey confirmed this to be accurate. He stated the Commission could discuss and vote informally on the New Plat presented tonight. Action can only be taken on the original plat submitted.

Scott Nichols inquired as to where the new road would exit.

Bill Lehman responded it would come out into Phase 2 once it is developed.

Bill Craig asked for confirmation that between now and the development of Phase 2 the road is of no use.

Bill Lehman confirmed that is correct.

Jim Bradshaw asked which plat was being discussed.

Chairman Ron Knautz stated the original plat should be discussed first and then the new plat informally once the vote has been taken.

Close Public Hearing: 6:40PM

Chad Schmidgall asked about the easement width of the Cart path on the Original Plat.

Bill Lehman responded it is 15’.

Bill Craig wanted to Clarify on Bill Lehman’s statement of the City requirement for two entrances. The City of Pekin Zoning Code does not require two entrances.

Attorney Dancey responded the Council for themselves have taken a different direction and would like to see two entrances. He clarified that the request did not originate from the Planning Commission.

Bill Craig asked Attorney Dancey if the Commission should ask the City Council for direction on this matter.

Attorney Dancey responded that the Commissions vote on this Hearing if it is consistent with the code requirements adding the factor of what has been decided upon in the past would send a message to the Council regarding the Commissions procedures. If the Council wants to change the rules that the Commission applies, it is up to the Council to suggest a change in the code.

Chad Schmidgall stated that the current Plat meets the Code. There is just a previous submittal the Council disagreed with. He asked if the Commission has heard anything from Council.

Scott Nichols stated the Commission needs to stay consistent with their decisions.

Jim Bradshaw stated the general consensus and part of the Planning Commissions duty is to say this is good use of land, meets the required ordinances, is consistent with the surrounding land use and the Commission wants to see the City continue to develop. He also stated that last month a plat was presented with one entrance. He expressed at that time he does not like one entrance. He voted to accept the plat because the rules state it was ok. He feels there is nothing wrong with the plat presented by Mr. Lehman.

Steve Huey stated that two entrances do away with the accepted practice of Cul-de-sacs. The issue was debated extensively on the acceptable length of Cul-de-sacs with Sunset Hills. The Commission did not do away with Cul-de-sacs. There will be situations where a layout cannot be used effectively without Cul-de-sacs. He feels the Commission will have to deal with a Council that prefers if at all possible to have two entrances. At this time there is nothing stating that the Commission can't approve the plat as is.

Bill Lehman stated their preference to have the Original Plat approved.

Joe Wuellner stated the Commission is in charge of looking at the Original Plat. Their decision will be based on if it meets the current codes. They are currently aware that the Council prefers a second entrance and has the final decision.

Ron Sieh stated that he has contacted surrounding communities. One entrance in and out is more of a desirable Subdivision because of the security they fulfill. It is the new trend of Subdivisions because that is the way people like it. If the code is changed and requires two entrances in and out it is important to remember that some lands will not accommodate this requirement. We do not want developers leaving our community because we are so much different they do not want to develop here. He also confirmed that the Original Plat is what the Commission will be voting on tonight. The New Plat will be viewed informally.

Bill Craig asked staff that if one entrance is a public safety issue why doesn't the Fire Chiefs notations on the Checklist indicate such a concern.

Joe Wuellner stated that it is not a public safety issue.

Bill Craig stated that some people are indicating such an issue.

Chairman Ron Knautz asked for any other concerns. He stated everything fits the requirements that the Commission is required to look at.

MOTION by Bill Craig, seconded by Scott Nichols to approve the Preliminary Plat for Briar Ridge Subdivision to the Pekin City Council. On roll Call vote, All present voted **AYE.** MOTION APPROVED.

Chairman Ron Knautz recommended the petitioner attend the City Council meeting on January 28, 2008 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

INFORMAL:
New Briar Ridge Plat:

Jim Bradshaw stated that when these required second entrances are provided, maintenance is discontinued once the developer is done with the project. Example is Lutticken's Cove and the emergency entrance on Sheridan Rd. He feels it is a waste of time and money to require the second entrances.

Bill Craig stated the entrance goes nowhere due to the fact it ends in a field. It could be ten years before Phase two is developed.

Bill Lehman stated the one thing the City Council is more protective than second entrances is how many access points are onto Veterans. Broadway was not an answer for the second entrance due to the topography.

Chairman Ron Knautz inquired into the width of the entrance and the required City street widths.

Bill Lehman responded 25'.

Joe Wuellner responded the City Street widths are 34’with 54’ of ROW. This why it is being referred to as a private lane because the City will not maintain it.

Bill Lehman stated there would be no parking. It is strictly an ingress/egress and will be used mainly by golf carts with the exception of an emergency where the main entrance blocked. This will be paved and maintained.

Bill Craig inquired as if a gate would be installed.

Bill Lehman responded the City stated it is a public access point and could not be gated.

Ron Knautz asked what guarantee the Commission would have that the road will be developed.

Bill Lehman responded that when Phase two is presented it would not be approved unless the road exists.

Chad Schmidgall stated he has a problem with the new plat. If the City requires a developer to provide a second entrance they should build it to standard width and take responsibility of the maintenance of it.

Michele Long reminded everyone this only an emergency road.

Chad Schmidgall stated that the Fire Chief approved the first plat with a single entrance. Consideration should be taken from public officials’ opinion that works for the City, which is the purpose of the checklist. He would like the Council to know that not everyone is happy with the new plat and have concerns with it.

Jim Bradshaw also stated he is not happy with the new plat.

Attorney Dancey stated that he feels the disagreement is not with the new plat. The disagreement is with the policy.

Chad Schmidgall disagreed with Attorney Danceys’ statement.

Joe Wuellner clarified that Chad is not disagreeing with the plat. He is disagreeing with the fact that he will be allowed to put in a sub standard road.

Michele Long stated that when an emergency entrance is put in it is not a sub standard road. The use will only be for

emergencies and that is not fair to the developer to incur a higher cost to install a standard road.

Bill Lehman stated they would lose a lot of money to widen the road.

Chad Schmidgall stated that the road would not be there until phase two is developed.

Scott Nichols stated he could not foresee the emergency vehicles driving through the field.

Ron Knautz inquired if the Cart path would be complete prior to the development of Phase two.

Bill Lehman confirmed that it would.

Steve Huey stated that in the middle of a prairie avoiding cul-de-sacs is easy. We are stymieing developers with cul-de-sacs in this area due to the topography.

Attorney Dancey stated that he hoped the informal vote would reflect the same vote as the first. Does the plat meet the code?

Ron Sieh pointed out the Commission is looking at the same plat. There is no second entrance because it is not going in until Phase two. The Council was looking for a second entrance into this subdivision. It is not an emergency access because it is going into the middle of a cornfield and not a road. Basically there is no difference between the two plats.

Burt Dancey stated the difference is there is a road in the future.

Chad Schmidgall stated the difference is the Cart path is between 30 & 31 and the road path is between 31 & 32.

Bill Craig stated we have to give the developer an out. If he goes to the Council he has a time constraint problem. By giving a passive informal approval, it speeds up the process so the developer has an opportunity to move forward. He does agree with Ron that there is no difference between the plats.

Chad Schmidgall stated that if the point of the new plat is to give a secondary access it does not meet that requirement.

Attorney Dancey reminded the Commission the decision is to whether it meets the code.

Chairman Ron Knautz called for a round table consensus on the new plat.

Steve Huey – Yes

Don Hild – Yes, only if it is not considered a second entrance. It’s an emergency egress.

Jim Bradshaw – Yes, only because it meets code. No it is not a second entrance. I do not like it because it only has only one entrance. I do not like the emergency entrance either because history shows it does not work.

Michele Long – Yes, with the same opinion as Jim Bradshaw.

Scott Nichols – Yes

Dick Cohenour – Yes

Bill Craig - Yes

Chad Schmidgall – No, if the intent is for a second entrance. Otherwise, Yes.

MOTION by Bill Craig, seconded by Michele Long to adjourn the meeting. On roll Call vote, All present voted **AYE.** MOTION APPROVED.

Meeting adjourned at 7:18PM.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
January 9, 2008

HEARING #08-1756

The Pekin Planning Commission recommends to Approve the Preliminary Plat for Briar Ridge Subdivision currently zoned as follows Lot 1/B-1 (Local Business District); Lot 2/RM-3 (Multiple Family residential); Lots 5-13, 16-26/R-1 (Single Family Residential); Lots 3, 4, 14, 15, 27-38/RV-1 (Multiple Family Residential) to the Pekin City Council.

_____
Ron Knautz, Chairman

_____
Bill Craig, Vice-Chairman

Exhibit "B"

LEGAL DESCRIPTION

A PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 32, T25N, R4W, 3RD PM, TAZAWELL COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SAID SECTION 32; THENCE N89°47'01"W ALONG THE SOUTH LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32, A DISTANCE OF 1322.46 FEET TO THE SOUTHWEST CORNER OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32; THENCE N00°35'43"W ALONG THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32, A DISTNCE OF 87.30 FEET TO THE NORTH R.O.W. LINE OF BROADWAY ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED ; THENCE CONTINUING N00°35'43"W ALONG THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32, A DISTANCE OF 1110.25 FEET; THENCE S89°52'17"E, A DISTANCE OF 214.25 FEET; THENCE N55°07'29'E, A DISTANCE OF 79.53 FEET; THENCE S74°19'22"E, A DISTANCE OF 273.58 FEET; THENCE N88°33'54"E, A DISTANCE OF 129.19 FEET; THENCE N61°40'19"E, A DISTANCE OF 263.35 FEET; THENCE S83°32'42"E, A DISTANCE OF 87.05 FEET; THENCE N55°31'10"E, A DISTANCE OF 179.34 FEET; THENCE N68°45'39"E, A DISTANCE OF 187.03 FEET TO THE EAST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32; THENCE S00°52'40"E ALONG THE EAST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32, A DISTANCE OF 878.32 FEET; THENCE N89°56'09"W, A DISTANCE OF 300.40 FEET; THENCE S00°52'40"E, A DISTANCE OF 506.37 FEET TO THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD; THENCE N89°55'03"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 253.12 FEET; THENCE N88°13'51"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 203.74 FEET; THENCE N57°00'13"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 55.16 FEET; THENCE N89°55'10"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 99.61 FEET; THENCE S73°27'21"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 99.39 FEET; THENCE N88°48'47"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD, A DISTANCE OF 323.94 FEET TO THE POINT OF BEGINNING CONTANING 32.10 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

Zumwalt & Associates, Inc.

PROFESSIONAL ENGINEERS • CONSULTANTS
REGISTERED LAND SURVEYORS

1040 W. Olympia Drive • Peoria, IL 61615-2097

Phone (309) 692-5074 • FAX (309) 692-6469

Principal:
Gary R. Zumwalt, P.E., L.S.

Associate:
Dean E. Zumwalt,
(Associated Eng'rs. 1947-1984)

December 11, 2007

City of Pekin
111 S Capitol Street
Pekin, IL 61554

Attention: Mr. Ronald Sieh

Re: Briar Ridge Subdivision, Broadway Road, Pekin, Illinois

Dear Ron:

Enclosed herewith are fourteen (14) full size copies and one (1) 8½" x 11" reduction of the Preliminary Plat for the proposed Briar Ridge Subdivision. On behalf of the Owner/Developer, we are submitting the enclosed plat for approval, and request that this submittal be placed on the agenda for the next Planning Commission meeting.

Please contact me if you have any questions in regard to this transmittal.

Very truly yours,

ZUMWALT & ASSOCIATES, INC.

Gary R. Zumwalt

Gary R. Zumwalt, P. E.

GRZ:ttt
cc: Bill Leman
John Troutman

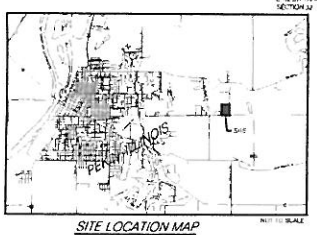
PRELIMINARY PLAT
FOR
BRIAR RIDGE SUBDIVISION

A PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 32, T25N, R4W OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS

LEGAL DESCRIPTION

A PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 32, T25N, R4W, 3RD PM, TAZEWELL COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 32; THENCE N89°47'01"W ALONG THE SOUTH LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32 A DISTANCE OF 1,322.44 FEET TO THE SOUTHWEST CORNER OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32; THENCE N00°28'49"W ALONG THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32 A DISTANCE OF 37.30 FEET TO THE NORTH R.O.W. LINE OF BROADWAY ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING N00°28'49"W ALONG THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32 A DISTANCE OF 1,112.25 FEET; THENCE S89°50'07"E A DISTANCE OF 214.25 FEET; THENCE N00°10'25"E A DISTANCE OF 79.57 FEET; THENCE S74°19'22"E A DISTANCE OF 275.58 FEET; THENCE N89°55'34"E A DISTANCE OF 129.19 FEET; THENCE N00°40'19"E A DISTANCE OF 263.35 FEET; THENCE N53°31'12"E A DISTANCE OF 79.34 FEET; THENCE N68°45'39"E A DISTANCE OF 181.13 FEET; THENCE N89°56'00"W A DISTANCE OF 300.40 FEET; THENCE N00°28'49"W A DISTANCE OF 506.57 FEET; THENCE N89°55'03"W A DISTANCE OF 253.12 FEET; THENCE N89°12'51"W A DISTANCE OF 203.74 FEET; THENCE N00°00'13"W A DISTANCE OF 99.67 FEET; THENCE S73°27'21"W A DISTANCE OF 99.39 FEET; THENCE N00°48'47"W A DISTANCE OF 323.94 FEET; THENCE N87°00'13"W A DISTANCE OF 33.10 FEET; THENCE S00°28'49"E A DISTANCE OF 1,322.32 FEET TO THE EAST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32; THENCE S00°52'40"E ALONG THE EAST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 32 A DISTANCE OF 376.32 FEET; THENCE N89°50'07"W A DISTANCE OF 300.40 FEET; THENCE S00°52'40"E A DISTANCE OF 500.57 FEET TO THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD; THENCE N00°52'40"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD A DISTANCE OF 253.12 FEET; THENCE N00°12'51"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD A DISTANCE OF 203.74 FEET; THENCE N00°00'13"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD A DISTANCE OF 99.67 FEET; THENCE S73°27'21"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD A DISTANCE OF 99.39 FEET; THENCE N00°48'47"W ALONG THE NORTH R.O.W. LINE OF SAID BROADWAY ROAD A DISTANCE OF 323.94 FEET TO THE POINT OF BEGINNING CONTAINING 32.10 ACRES MORE OR LESS SITUATE, LYING AND BEING IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.



SITE LOCATION MAP

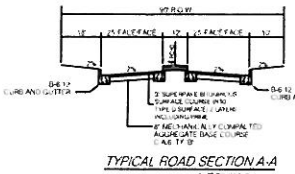
GENERAL NOTES

1. OWNER/DEVELOPER: WEDGE DEVELOPMENT, LLC
2. SITE AREA = 32.10± ACRES
3. STORM WATER DETENTION IS TO BE PROVIDED IN ACCORDANCE WITH CITY OF PEKIN ORDINANCE REQUIREMENTS
4. ZONING DATA

ZONING	LOT NUMBERS	
B-1 : BUSINESS		
RM-1 : MULTI FAMILY	2	2 & 4-32
R-1 : SINGLE FAMILY	5-12 & 26	BOX CULVERT
RM-1 : MULTI FAMILY W/ R-1 DESIGNATION	3 & 13-15 & 27-38	

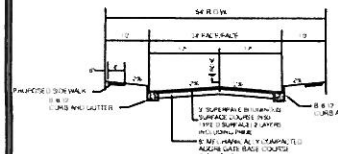
LEGEND

S	PROPOSED SINGLE FAMILY LOT
V	PROPOSED VILLA LOT
	PROPOSED SANITARY SEWER MAIN
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER FORCE MAIN
	PROPOSED WATER MAIN
	PROPOSED APPROXIMATE TREE LINE/HIGH LINE
	EXISTING CONTOUR ELEVATION
P.O.B.	POINT OF BEGINNING



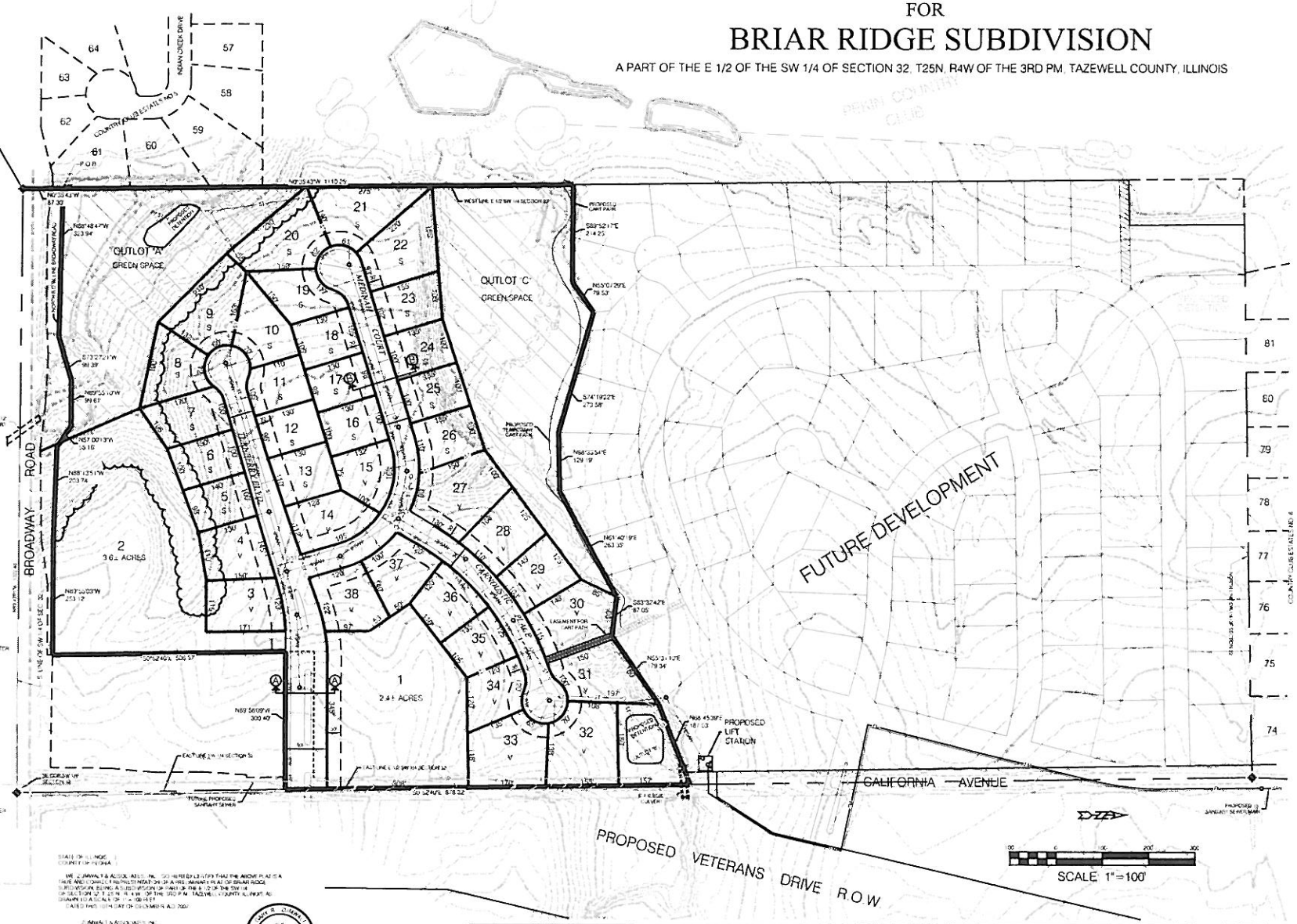
TYPICAL ROAD SECTION A-A

NOT TO SCALE



TYPICAL ROAD SECTION B-B

NOT TO SCALE



STATE OF ILLINOIS
COUNTY OF TAZEWELL

I HEREBY CERTIFY THAT BY RESOLUTION NO. _____ ADOPTED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 20__, THE ABOVE PRELIMINARY PLAT OF BRIAR RIDGE SUBDIVISION WAS APPROVED.

_____
CITY CLERK

STATE OF ILLINOIS
COUNTY OF PEORIA

WE, ZUMWALT & ASSOCIATES, INC., DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF A PRELIMINARY PLAT OF BRIAR RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 32, T 25 N, R 4 W OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, AS DRAWN TO A SCALE OF 1" = 100 FEET.
DATED THIS 10TH DAY OF DECEMBER A.D. 2007.

ZUMWALT & ASSOCIATES, INC.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE EXPIRATION DATE 11/30/08

LICENSED PROFESSIONAL LAND SURVEYOR
JAMES A. ZUMWALT
No. 35-2084
STATE OF ILLINOIS

DRAWN BY	KLM
APPROVED BY	GRZ
DATE	12-10-07
DWG	1B1B4-P.DGN
SCALE 1" =	100'

ZUMWALT & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS REGISTERED LAND SURVEYORS
1040 W. OLYMPIA DRIVE
PEORIA, ILLINOIS 61615 (309) 692-5014
DESIGN FIRM REGISTRATION NO. 184-000189

PRELIMINARY PLAT
FOR
BRIAR RIDGE SUBDIVISION

SHEET 1/1

JOB NO. 1B1B4

PRELIMINARY PLAT CHECKLIST

Subdivision (Project) Name **Briar Ridge Subdivision**

Developer/Owner **Wedge Development, LLC**

Developer Address **2956 Court Street**

Developer Phone # **(309)347-5984**

Developer Contact Person **Bill Leman**

Engineer/Architect **Zumwalt & Associates, Inc.**

Required Information – Approval Dates		Public Works Director (1/3/08)	City Engineer	Code Enforcement	Fire Chief (1-3-08)
A.	IDENTIFICATION AND DESCRIPTION 10-4-4				
1.	Legal Description A	✓		OK	OK
2.	Subdivider (Proprietor Status) & Engineer	✓		OK	OK
3.	1"+100' Minimum Acceptable Scale	✓ 1=100		OK	OK
4.	Date and North Arrow	✓		OK	OK
B.	Existing Conditions 402.4 10-4-4-D				
1.	Location Map (not less than 1"=1,000')	✓		OK	OK
2.	Boundary Survey, Dimension, Section and Corporation Lines	Not shown		OK	OK
3.	Property Lines of Adjacent Tracts & Zoning Classification	partial		OK	OK
4.	Existing Platted Street (location, width and names)	✓		OK	OK
5.	Location of Existing Underground Utilities (i.e. sewers and water mains)	only on B'way		NONE	NA ~~OK~~
6.	Creeks or Surface Drains with 500' and Statement on Drainage Areas	show areas		"Need Statement"	N/A
7.	Contour Interval of not more than 2'	✓		OK	N/A
8.	Wetlands	N/A ?		N/A	N/A
9.	Floodplain	N/A		N/A	N/A
10.	Mines	N/A		N/A	N/A
C.	General Planning Considerations 10-4-2 A thru E				
1.	Zoning Classification Request	✓		Existing by Annexation	N/A
2.	Schools, Open Space	✓		NOTE #1	N/A
3.	Relationship to Major Thoroughfares	✓ #A		NOTE #2	N/A
4.	Master Plan or Other Plan Conformity	✓		OK	N/A

5.	Preservation of Natural Features	✓ on Hut A		OK	OK
D.	Proposed Conditions 10-4-4-E				
1.	Street Names, ROW and Connections	✓		OK	OK
2.	Lot Layout, Dimension, Number and Setbacks	Front shown		OK	OK
3.	Lots for Public or Common Use	✓		SEE NOTE #1	NA
4.	"Excepted" Parcels on Plat	✓		NONE	NA
5.	Sewage Disposal System Indication	✓		NOTE #3	NA
6.	Water Supply System Indication	✓		NOTE #4	NOTE
7.	Storm Drainage and Retention Indication	Need calcs w/ final design		NOTE #5	NA
8.	General Layout of Overall Plan	good		Phase #1 OK	NA
9.	Certificates	✓		OK	NA

Code Enforcement Comments: "Need statement on existing drainage for entire area"
#1) Who holds title and who maintains all outlots and open space?
#2) Proposed Veterans drive will have limited access points as per drawings.
#3) Forced main location puts some lines very deep
#4) All water mains must be looped #5 Will need calculations for Detention areas

Public Works Comments:
Reiterate the need to loop water lines
#A - show how entrance is tied to CALIFORNIA RD/Veterans Dr.

City Engineer Comments:

Fire Chief Comments: Hydrant mains must be looped. Hydrants must be spaced as per 400'-500' between hydrants

Other Comments:

ORDINANCE NO. 2532-OA-07/08

AN ORDINANCE AMENDING TITLE 9, CHAPTERS 10, and THE SCHEDULE OF REGULATIONS OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING ZONING

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

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

WHEREAS, the Planning Committee of the City of Pekin has recommended certain changes in the zoning districts and requirements; and

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

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

1. That Title 9, Chapter 10, Section 9-10B-1-1B4, currently reading as follows:

"Residential Use: Required residential off-street parking spaces shall consist of a parking strip, parking bay, driveway, garage or combination thereof and shall be located on the premised they are intended to serve, and subject to the provisions of Section –10-3 of this Chapter "Accessory Uses and

Building", shall be amended by the addition of the following language to 9-10B-1: OFF-STREET PARKING REGULATIONS AND REQUIREMENTS: B: Location 4.

"a). No person shall park or leave unattended, or cause to leave parked or unattended, any vehicle, wholly or partially within any front, side or rear yard of any residential district unless such vehicle is wholly within a driveway or parking area.

b). Parking a boat, boat trailer, camping trailer, motorcycle trailer, truck camper, commercial equipment, commercial vehicles or motor homes in any front yard in all residential district is prohibited.

c). Drive areas used as means of ingress and egress of any residential lot, shall not exceed twenty four feet (24') in width at the street right-of-way line, not including driveway flares.

d). Driveways along with any parking area in the front yard, shall not occupy over forty-five percent (45%) of the total front yard width of the lot in all R-4 residential zoning district and thirty-five percent (35%) in all other residential zoning districts.

e). A driveway and/or parking area must be an improved surface constructed of a hard surface of concrete, asphalt or brick pavers for the purpose of accommodating vehicular parking.

f). Improved areas and any parking areas shall not occupy more than thirty percent (30%) of the combination of any required side and/or rear yards in all residential zoning districts.

g). The construction of new or expansion of existing gravel, or similar materials for driveways and/or parking areas are not permitted from the time of approval of the ordinance.

h). Expanding existing driveways or parking areas shall be contiguous and parallel to the driveway, shall not take away from the landscaping required for any front yard and shall not cause any additional storm-water runoff to be forced onto the City right-of-way."

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ___ day of _____, 2007; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ___ day of _____, 2007.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CHAPTER 10

GENERAL ZONING PROVISIONS

ARTICLE B. OFF-STREET PARKING AND LOADING

SECTION:

9-10B-1: Off-Street Parking Regulations and Requirements
9-10B-1-1: General Requirements
9-10B-1-2: Design, Development and Maintenance
9-10B-1-3: Parking Spaces for Handicapped Persons
9-10B-1-4: Schedule of Parking Requirements
9-10B-2: Off-Street Loading Regulations and Requirements

9-10B-1: **OFF-STREET PARKING REGULATIONS AND REQUIREMENTS:**

9-10B-1-1: **GENERAL REQUIREMENTS:** There shall be provided in all districts, at the time of erection or enlargement of any main building or structure, automobile off-street parking space with adequate access to all spaces. The number of off-street parking spaces, in conjunction with all land or building uses shall be provided prior to the issuance of a certificate of occupancy as hereinafter prescribed:

A. Use of Parking Facilities:

1. Any area once designed as required off-street parking shall never be changed to any other use unless and until equal facilities are provided elsewhere.

2. For those uses not specifically mentioned, the requirements for off-street parking facilities shall be in accord with a use which the Planning Commission considers is similar in type.

3. The storage of merchandise, motor vehicles for sale, trucks or the repair of vehicles is prohibited.

B. Location:

1. Generally: Off-street parking spaces may be located within a rear yard when there is alley access to the property or a paved parking bay, paved driveway or garage in the rear yard or within a side yard which is in excess of the minimum side yard setback unless otherwise provided in this Title. Off-street parking shall not be permitted within a front yard nor within a minimum side yard setback unless otherwise provided in this Title.

2. Nonresidential Use: Off-street parking for other than residential use shall be either on the same lot or within three hundred feet (300') of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot. Ownership of all lots or parcels intended for use as parking by the applicant shall be shown.

4. Residential Use: Required residential off-street parking spaces shall consist of a parking strip, parking bay, driveway, garage or combination thereof and shall be located on the premises they are intended to serve, and subject to the provisions of Section 9-10-3 of this Chapter "Accessory Uses and Buildings".

a). No person shall park or leave unattended, or cause to leave parked or unattended, any vehicle, wholly or partially within any front, side or rear yard of any residential district unless such vehicle is wholly within a driveway or parking area.
b). Parking a boat, boat trailer, camping trailer, motorcycle trailer, truck camper, construction trailer, commercial equipment, commercial vehicles or motor homes in any front yard in all residential district is prohibited.
c). Driveway areas used as means of ingress and egress of any residential lot, shall not exceed twenty four feet (24') in width at the street right-of-way line, not including driveway flares.
d). Driveways along with any parking area in the front yard, shall not occupy over forty-five percent (45%) of the total front yard width of the lot in all R-4 residential zoning district and thirty five (35%) in all other residential zoning districts.
e). A driveway and/or parking area must be an improved surface constructed of a hard surface of concrete, asphalt or brick pavers for the purpose of accommodating vehicular
f). Improved areas and any parking areas shall not occupy more than thirty percent (30%) of the combination of any required side and/or rear yards in all residential zoning districts.

g). The construction of new or expansion of existing gravel, or similar materials for driveways and/or parking areas are not permitted from the time of approval of the ordinance.
h). Expanding existing driveways or parking areas shall be contiguous and parallel to the driveway, shall not take away from the landscaping required for any front yard and shall not cause any additional storm-water runoff to be forced onto the City right-of-way.

5. In a residential district no vehicle may be displayed for sale except as follows:

   a. only one vehicle may be displayed at any one time

   b. no more than two vehicles may be displayed on any property during any calendar year;

   c. any vehicle displayed for sale must be owned by the owner or possessor of the property on which the vehicle is displayed;

   d. any vehicle displayed for sale must be parked on a hard surface, have a current license and be operable.

C. Joint Parking Facilities: Two (2) or more buildings or uses may collectively provide the required off-street parking; in which case, the required number of parking spaces shall not be less than the sum of the requirements for the several individual uses computed separately.

   In the instance of dual function of off-street parking spaces where operating hours of buildings do not overlap, the Board of Appeals (See Section 9-12-1-2 of this Title) may grant an exception.

D. Existing Parking Facilities: Off-street parking existing at the effective date hereof in connection with the operation of an existing building or use shall not be reduced to an amount less than hereinafter required for a similar new building or new use.

E. Computation of Required Spaces: When units or measurements determining the number of required parking spaces result in the requirement of a fractional space, any fraction up to and including one-half (1/2) shall be disregarded and fractions over one-half (1/2) shall require one parking space.

WHY REGULATE FRONT YARD PARKING AND IMPERVIOUS SURFACES ?

Driveways and garages were often non-existent at homes built before the widespread use of the automobile and also before the implementation of comprehensive zoning laws. As a means of providing parking for these properties, the front yard is frequently converted to a parking space.

The introduction of zoning by-laws made the City's requirements of driveways and parking spaces for all new buildings possible. However, the increased car ownership has created a need to accommodate more vehicles on a lot in which has resulted in an increase in the widths of driveways and parking pads at the expense of soft landscaping and streetscapes.

Another concern is the runoff of water from impervious surfaces into streets and adjoining properties. Storm water management must be addressed and controlled. Some kind of control is required, be it drywells or soft landscaping. The City is required to improve storm water management and control runoff and sediment from portions of the City that were developed prior to any substantive storm water control.

Implications of front yard parking:

When the front yard is covered in hard impervious surfaces devoted to driveways, garages, parking areas, and carports, there is less area for plants, trees and soil, referred to as soft landscaping. When it rains, it runs off into the storm water system rather than the ground. So the increase in hard surfaces and loss of landscaped open space has a detrimental impact on neighborhood streetscapes and environmental concerns on storm water run-off.

1). Unsightly appearance of vehicles parked haphazardly in front yards affects neighborhood pride.

2). Repetitious driving in yards kills ground cover which leads to soil erosion and dust problems.

3). Street curbs deteriorate due to vehicle traffic.

4). Flooding due to greater quantity of rainwater run-off due to lack of vegetation and increased impervious surface.

5). No current limitation on paving to control storm water runoff.

Apart from environmental concerns, other reasons to regulate front yard parking include:

Use of parking spaces:

1). Parking spaces are used for storage and not for parking.

2). Garages are used for storage and not for parking.

3). Garages are converted to a living space, eliminating the required parking.

Streetscapes:

1). Driveways are being widened to accommodate additional vehicles on the driveway. This has the effect of turning the front yard into a parking lot.
2). Vehicles are not being parked in the required parking space (such as the garage) but rather on the driveway.
3). Vehicles are parked on the driveway but overhanging the City right-of way.
4). Vehicles are parked on the front lawn and walkway rather than on the driveway.

What is the front yard ?

It is the area across the entire width of a lot, lying between the front property line and the front main walls of the building on the lot parallel to the street. Corner lots shall be considered to have two(2) front yards.

What is the right-of-away ?

The space between the front lot line and the street.

The front yard serves several purposes:

1). It provides a buffer from street and sidewalk activity for residents.
2). It beautifies lots and improves streetscapes via landscaping.
3). It is frequently used for vehicle parking.

The following driveway dimensions and landscaping requirements are being proposed:

Residential yard parking:

1). No person shall park or leave unattended, or cause to leave parked or unattended, any vehicle, wholly or partially within any front, side or rear yard of any residential district unless such vehicle is wholly within a driveway or parking area.
2). Parking a boat, boat trailer, camping trailer, motorcycle trailer, truck camper, construction trailer, commercial equipment, commercial vehicles or motor homes in any front yard in all residential district is prohibited.
3). Driveway areas used as means of ingress and egress of any residential lot, shall not exceed twenty four feet (24') in width at the street right-of-way line, not including driveway flares.
4). Driveways along with any parking area in the front yard, shall not occupy over forty-five percent (45%) of the total front yard width of the lot in all R-4 residential zoning district and thirty five (35%) in all other residential zoning districts.
5). A driveway and/or parking area must be an improved surface constructed of a hard surface of concrete, asphalt or brick pavers for the purpose of accommodating vehicular

6). Improved areas and any parking areas shall not occupy more than thirty percent (30%) of the combination of any required side and/or rear yards in all residential zoning districts.
7). The construction of new or expansion of existing gravel, or similar materials for driveways and/or parking areas are not permitted from the time of approval of the ordinance.
8). Expanding existing driveways or parking areas shall be contiguous and parallel to the driveway, shall not take away from the landscaping required for any front yard and shall not cause any additional storm-water runoff to be forced onto the City right-of-way.

ORDINANCE NO. 2532-OA-07/08

AMENDING TITLE 9, CHAPTER 10 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING ZONING / PARKING FRONT YARD

Motion by Council Member Strand, seconded by Council Member Blanchard, that Ordinance No. 2532-OA-07/08 be adopted. Staff member presented amendments to zoning requirements that would allow parking in front yards under certain circumstances and grant wider latitude for the amount of space as approved area. It was proposed with hard surfacing, that driveways could be constructed not exceeding 45% of total front yard in R-4 residential zoning areas. Council members questioned boats and campers parked in front yards and the enforcement of violations. Attorney Dancey addressed each change in the amendment and advised Council that the language had always been in the code to not allow parking in front yards. Driveways under construction needed to be hard surfaced. Council Member Jones suggested a decision on the changes be delayed. Council Member Blanchard asked for more time to meet with staff to discuss the changes. He suggested that consideration should wait until the Traffic Safety Committee made their recommendations for on-street parking issue.

Motion by Council Member Blanchard, seconded by Council Member Jones, that Ordinance No. 2532-OA-07/08 be tabled. On roll call vote, Ayes, Blanchard, Jones, Dunn, Abel, Kortkamp; Nay, Strand. Motion Carried.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 6, CHAPTER 8, SECTION 8, ARTICLES B., C., D., E., G. OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING FIRE PREVENTION FEES

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

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

WHEREAS, the City Council adopted Ordinance No. 2540-A-07/08 providing for the adoption of the 2006 International Fire Code, Amendments, Appendices and Fee Schedule; and

WHEREAS, the City Council has determined that it is in the best interest of the City to clarify language and fees in the City Code that pertain to fire prevention regulations.

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

1. That Title 6, Chapter 8, Section 8, Articles B., C., D., E., and G., be amended by deleting the existing subsections in their entirety and inserting the attached Exhibit A.
2. That Exhibit A hereunto attached and marked Exhibit "A" showing the amended sections in the Code, be made an expressed part of this ordinance.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ___ day of _____, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ___ day of _____, 2008.

_____
MAYOR

ATTEST:

_____

CITY CLERK

CHAPTER 8

FIRE PREVENTION REGULATIONS

ARTICLE B. BUREAU OF FIRE PREVENTION

SECTION:

6-8B-1: Constitution
6-8B-2: Chief of
6-8B-3: Refusals of Licenses or Permits

6-8B-1: **CONSTITUTION**: There shall be in the City a Bureau of Fire Prevention which shall be under the supervision of the Chief of the Fire Department.

6-8B-2: **CHIEF OF:**

A. Chief of Fire Department Designated Chief: The Chief of the Fire Department shall be and is hereby designated as Chief of the Bureau of Fire Prevention.

B. Chief Fire Inspector: The Chief of the Fire Department as Chief of the Bureau of Fire Prevention shall have the power to appoint a Chief Fire Inspector of the Bureau of Fire Prevention, which appointment shall be subject to the approval of the City Manager. The Chief Fire Inspector shall be appointed from the qualified ranks of the Fire Department of the City and shall be deemed to be and continue to be, so long as he acts as such Chief Fire Inspector, a qualified member of the Fire Department of the City.

C. Duties: It shall be the duty of the Chief of the Fire Department, through the Chief Fire Inspector, to enforce the provisions of the Fire Prevention Code, and any modification shall be subject to the approval of the Chief of the Fire Department, which modification shall be in writing and filed with the Department with a copy furnished the applicant for such modification.

6-8B-3: **REFUSALS OF LICENSES OR PERMITS:** Whenever an application for license or permit or modification of the Fire Prevention Code is refused by the Bureau of Fire Prevention, the applicant shall have the right of appeal to such decision as provided by a Board of Appeals set forth in Ordinance No. 2540 A-07/08 12-10-07.

CHAPTER 8

FIRE PREVENTION REGULATIONS

ARTICLE C. FIRE PREVENTION CODE

SECTION:

6-8C-1: Adoption; Affirmation of Fire Prevention Code
6-8C-2: Amendments to Fire Prevention Code
6-8C-3: Establishment of Limits
6-8C-4: Compliance with City Code
6-8C-5: Penalties

6-8C-1: **ADOPTION; AFFIRMATION OF FIRE PREVENTION CODE**: A certain document, three (3) copies of which are on file in the office of the City Clerk, being marked and designated as "The 2006 International Fire Prevention Code, as published by International Code Council, Inc. and adopted by Ordinance No. 2540 A-07/08 on December 10, 2007, be and is hereby affirmed as the Fire Prevention Code of the City of Pekin in the State of Illinois, for the control of buildings, structures and premises as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Fire Prevention Code are hereby referred to, affirmed and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in this Chapter.

6-8C-2: **AMENDMENTS TO FIRE PREVENTION CODE**: The International Fire Prevention Code is amended and changed in the following respects:

Section F-101.1 Insert: "the City of Pekin, Illinois".

Section F-401.2 Leaf Burning Prohibited: It shall be unlawful to burn leaves of any type within the City limits of the City of Pekin (Ord. No. 2276 01/14/02)

Section F-3105.4 In addition, the following requirements shall apply to all displays of fireworks:

1. Each operator and each shooter shall be licensed by the Illinois Department of Natural Resources, Office of Mines and Minerals for explosives, as provided in the Illinois Explosives Act (225 ILCS 210/1001 et seq.).

2. During any set up, discharge or post-display operations of display fireworks, there shall be at the display site at least one licensed shooter for every ten assistants.

3. No assistant shall be permitted at the display site unless such assistant has demonstrated proof of adequate training of basic safety, possession, handling, use, storage, disposal and transportation of explosives. Such proof of such training shall be provided to the Fire Department at the time of application for the permit for the display on which the assistant will be assisting.

As used in this section, the terms "operator", "shooter". "assistant" and "display site" shall have the meanings given to them in NFPA 1123 listed in Chapter 44.

Section F-3105.2 Insert at the end of the exception:
Provided, however, that no approval may be granted for discharge of fireworks inside any structure. (Ord. No. 2335 07-14-03)

101.3.1 Intent. The intent of the 2006 International Fire Code is to cover new construction, change of occupancy, significant renovations and/or distinct hazards as determined by the Fire Code Official.

102.4 Delete the 2006 verbiage and replace with the 2003 verbiage, to read as follows: Application of building code. The design and construction of new structures shall comply with the International Building Code. Repairs, alterations and additions to existing structures shall comply with the International Existing Building Code.

103.3 Deputies add: with approval of the Fire Chief. After other employees.
This deals with the appointment of Deputy Inspectors in the Fire Prevention Bureau in the event that the Bureau would appoint that position.

105.5 This would be added after the paragraph: Revocation. The Fire Code Official is authorized to revoke a permit issued under the provisions of this code when it found by inspection or otherwise that there has been a false statement or misrepresentation as to the material facts in the application or construction documents on which the permit or approval was based including but not limited to one of the following:

8. The permittee fails to allow the required inspections by fire officials and/or inspection officials.

107.4 Rendering Equipment Inoperable. If the equipment is to be rendered inoperable or inaccessible for any period of time, the fire department shall be notified prior to the process, unless it is an emergency situation, then the fire department shall be notified at the earliest possible time within the first hour.

109.3 Violation Penalties. Insert the following appropriately:

$1,000.00 30 days

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter repair or do work in violation of the approved construction documents or directives of the code official or a permit or a certificate used under the provisions of this code shall be guilty of a misdemeanor/felony,

punishable by a fine of not more than $1,000.00 or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

111.4 Insert the following appropriately:

$500.00 $2,500.00

Failure to Comply. Any person who shall continue any work after having being served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $500.00 or more than $2,500.00.

314.3 Change 5 feet to 20 feet

Highly Combustible Goods. The display of highly combustible goods, including but not limited to fireworks, flammable or combustible liquids, liquefied flammable gases, oxidizing materials, pyroxylin plastics and agricultural goods in main exit access aisles, corridors, covered malls or within 20 feet of entrances to exits and exterior doors is prohibited when a fire involving such goods would rapidly prevent or obstruct egress.

508.5.1 Fire Hydrant Systems – Where Required

Exception 1 500 ft. maximum hydrant spacing

Exception 2 500 ft. maximum hydrant spacing

Table 3504.2.1 Flammable Gases – Distance From Storage To Exposures.

Distance from storage to any means of egress shall not be less than 20 feet for all flammable gases.

Table 3809.12 Separation From Exposures Of Containers Awaiting Use, Resale Or Exchange Stored Outside Of Buildings From Exposures.

Distance from storage to doorway or opening to a building. Change all distance to 20 feet except over 10,000 changes to 30 feet.

1. Appendix A – Board of Appeals
2. Appendix B – Fire Flow Requirements for Buildings
3. Appendix C – Fire Hydrant Locations and Distributions
4. Appendix E – Hazard Categories
5. Appendix F – Hazard Rankings
6. Appendix G – Cryogenic Fluids-Weights and Volume Equivalents.

(Ord. No. 2540 A-07/08 12-10-07)

X

6-8C-3: **ESTABLISHMENT OF LIMITS**: That the limits referred to in Section F-3003.2 of the National Fire Prevention Code/1999 in which the storage of explosive materials is prohibited are hereby established as follows: All areas within the City Limits of the City of Pekin.

6-8C-4: **COMPLIANCE WITH CITY CODE**: The Fire Prevention Code herewith adopted be and is hereby amended to comply with subsection 5-2A-4B which subsection is herewith made a part hereof and anything contained in said Fire Prevention Code herewith adopted in conflict therewith are hereby amended to comply with said subsection above set forth.

6-8C-5: **PENALTIES**: Any person, violating any provision of this Article shall be subject to penalty as provided in Section 1-4-1 of this Code.

CHAPTER 8

FIRE PREVENTION REGULATIONS

ARTICLE D. FLAMMABLE LIQUIDS

SECTION:

6-8D- 1:	Compliance with Regulations
6-8D- 2:	Enforcement
6-8D- 3:	Permits Requirements
6-8D- 3-1:	Permits
6-8D- 3-2:	Approval
6-8D- 3-3:	Fees
6-8D- 4:	Classification
6-8D- 5:	Small Storage Limited
6-8D- 6:	Containers
6-8D- 7:	Use Within Building Restricted
6-8D- 8:	Pouring into Sewers Prohibited
6-8D- 9:	Storage in Public Buildings Prohibited
6-8D-10:	Use in Starting Fires
6-8D-11:	Fire to be kept Away from Flammable Liquids
6-8D-12:	Tanks
6-8D-12-1:	Location of Tanks; Restricted Classes of Property
6-8D-12-2:	Location of Tanks; Property Lines and Buildings
6-8D-12-3:	Distance Between Tanks
6-8D-12-4:	Construction of Tanks; Specifications
6-8D-12-5:	Normal Vents in Tanks
6-8D-12-6:	Special Safety or Emergency Vents in Tanks
6-8D-12-7:	Setting of Tanks
6-8D-12-8:	Grounding of Tanks
6-8D-13:	Piping
6-8D-13-1:	Piping Material
6-8D-13-2:	Piping Runs
6-8D-13-3:	Piping Above Ground
6-8D-13-4:	Piping Underground
6-8D-13-5:	Joints in Piping
6-8D-13-6:	Tests of Piping
6-8D-13-7:	Valves
6-8D-14:	Dikes
6-8D-14-1:	Dikes Required
6-8D-14-2:	Capacity of Dikes
6-8D-14-3:	Material and Construction of Dikes
6-8D-14-4:	No Openings in Dikes Permitted

SECTION:

6-8D-15: Buildings
6-8D-15-1: General Requirements
6-8D-15-2: Pumphouses
6-8D-15-3: Construction of Warehouse
6-8D-15-4: Electrical Installation
6-8D-15-5: Garage; Construction
6-8D-15-6: Loading Dock
6-8D-16: Loading or Unloading
6-8D-16-1: Pumps and Pipelines
6-8D-16-2: Grounding
6-8D-16-3: No Unloading by Gravity
6-8D-16-4: No Unloading to Portable Containers
6-8D-16-5: Dome Covers
6-8D-16-6: Other Restrictions
6-8D-16-7: Bonding
6-8D-17: Property
6-8D-18: Fire Protection
6-8D-19: No Storage Within Buildings
6-8D-20: Tank Trucks and Wagons
6-8D-21: Penalty

6-8D-1: **COMPLIANCE WITH REGULATIONS**: It shall be unlawful to store, handle or offer for sale any flammable or volatile liquids in violation of any provision of this Article.

6-8D-2: **ENFORCEMENT:** It shall be the duty of the Fire Chief, with the cooperation of the Police Department, to see to the enforcement of the provisions of this Article.

6-8D-3: **PERMIT REQUIREMENTS:**

6-8D-3-1: **PERMITS**: It shall be unlawful to construct, install or enlarge any tank, pump or piping equipment for the storage or handling of flammable or volatile liquids such as defined in this Article without having first obtained a permit therefore. Applications for such permits shall be made to the Inspection Department and shall be accompanied by a drawing to scale showing the location as well as plans showing the type and nature of installation or alteration.

6-8D-3-2: **APPROVAL**: No such permit shall be issued until the Fire Chief and Code Enforcement Official has certified that the contemplated work fully complies with the ordinances of the City.

6-8D-3-3: **FEES**: The fee for such permits shall be:

For installation of fuel oil Tanks having a capacity of more than 2,000 gallons and less than 20,000 gallons	$25.00
For installation of tanks for storage of gasoline/ethanol having a capacity of less than 10,000 gallons	$25.00
For installation of fuel oil tanks having a capacity of 20,000 gallons or more	$50.00
For installation of gasoline/ethanol storage tanks having capacity of 10,000 gallons or over	$50.00
For installation of tanks for other flammable liquids	$50.00

6-8D-4: **CLASSIFICATION:**

A. For the purpose of this Article, flammable liquids are divided into three (3) classes, according to flash points, as follows:

Class I: Liquids with a flash point at or below twenty degrees (20) Fahrenheit closed-cup tester.

Class II: Liquids with a flash point above that for Class I and at or below seventy degrees (70) Fahrenheit (21 centigrade) and closed-cup tester.

Class III: Liquids with a flash point above that for Class II and at or below two hundred degrees (200) Fahrenheit (93 1/3 centigrade) closed-cup tester.

B. The flash point shall be as determined with the Elliott, Abel, Abel Pensky or the Tag closed-cup testers, but the Tag closed-cup tester (standardized by the United States Bureau of Standards) shall be authoritative in case of dispute. All tests shall be made in accordance with the methods adopted by the American Society for Testing Materials.

C. Representative examples of the classes of flammable liquids are:

Class I	Class II	Class III
Ether	Alcohol	Kersone
Carbon Bi-sulphide	Amyl Acetate	Amyl Alcohol
Gasoline	Toluol	Turpentine
Naphtha	Ethyl Acetate	Fuel Oil
Benzol	Methyl Alcohol	StoddardSolvent
Acetone	Pyridine	
Collodion	Ethyl Alcohol	
Methyl Acetate		
Ethanol		

6-8D-5: **SMALL STORAGE LIMITED**: Storage of flammable liquids of Classes I, II and III shall be in accordance with the rules and governing general storage and service stations, except:

A. Not to exceed five (5) gallons of crude petroleum, benzine, benzol, gasoline, naphtha, ethanol and their compounds may be kept on hand if stored in a proper safety container, remote from flame or open fire. Such storage must not be in any cellar, basement or pit and should be in a room with direct ventilation to the outside and preferably in any outbuilding or garage.

B. Ten (10) gallons of kerosene may be stored above ground in a proper safety can and sixty (60) gallons may be stored for the retail trade within a building; provided, storage is in an approved tank. Tank shall set in a metal pan extending at least eight inches (8") beyond outside of tank at sides and rear and eighteen inches (18") in front. Tank should be located on the first floor where the influx of natural light is sufficient to light the room, and reasonable ventilation must be provided.

6-8D-6: **CONTAINERS:**

A. Red Containers Required: All receptacles used for the keeping or storing of gasoline, naphtha, benzene, benzol or ethanol shall be painted red, and no liquids other than gasoline, naphtha, benzene, benzol or ethanol shall be placed in such containers.

B. Empty Drums: Drums or barrels in which liquids of Classes I, II, or III have been stored shall have taps, plugs or bungs replaced immediately after package has been emptied and shall be promptly removed from the premises.

6-8D-7: **USE WITHIN BUILDING RESTRICTED**: The mixing, storing or handling of Class I and II liquids in open containers is prohibited in any building, except in the compounding of medicines and prescriptions in drugstores.

6-8D-8: **POURING INTO SEWERS PROHIBITED**: No liquids of Classes I, II, and III, or solutions containing such liquids shall be poured into any sewer or any drain which connects with a sewer system.

6-8D-9: **STORAGE IN PUBLIC BUILDINGS RESTRICTED**: No liquids of Class I or II shall be kept or stored in any schoolhouse, public hall or place of assembly, or in any public hall or place of assembly, or in any public building, except for demonstrative purposes or for industrial or mechanical uses and then only under competent supervision.

6-8D-10: **USE IN STARTING FIRES**: Flammable liquids shall not be used to start or kindle fires in stoves, furnaces or otherwise.

6-8D-11: **FIRE TO BE KEPT AWAY FROM FLAMMABLE LIQUIDS**: Flammable liquids shall always be kept away from fire or open flame; fire or open flame shall always be kept away from flammable liquids.

6-8D-12: **TANKS**:

6-8D-12-1: **LOCATION OF TANKS; RESTRICTED CLASSES OF PROPERTY**: No storage tank shall be within three hundred feet (300') of any schoolhouse, church, hospital or public hall. The distance shall be measured from near the edges of tanks in all directions to near point of building. A public hall is any place which is used at any time for public meetings or the assembling of people for amusement, instruction or religious worship.

6-8D-12-2: **LOCATION OF TANKS; PROPERTY LINES AND BUILDINGS**:

A. The minimum distance from individual tanks to line of adjoining property which may be built upon shall not be less than the following:

Table of Distance:

Tank Capacity (gallons)	Minimum Distance (feet)
3,000 or less	20
21,000 or less	25
31,000 or less	30
45,000 or less	40
64,000 or less	50
80,000 or less	60
128,000 or less	75
200,000 or less	85
266,000 or less	100
400,000 or less	150
666,000 or less	250
1,333,000 or less	300
2,666,000 or less	350

B. In case of tanks for the storage of crude petroleum, the foregoing minimum distance shall be doubled.

C. These distances shall apply also to other buildings on the property except those necessarily connected with the installation (such as oil warehouse, pumphouse and garage).

D. Location of tanks with reference to railroad tracks over which passenger trains are moved shall conform to the regulations of the Bureau of Explosives of the Association of American Railroads (formerly American Railroad Association), 30 Veset Street, New York City.

E. When general oil storage is maintained in connection with a filling station, the distance from general storage tanks to filling station building, tanks and equipment shall be the same as that required to property lines.

6-8D-12-3: **DISTANCE BETWEEN TANKS**: The minimum distance from tanks to adjacent tanks shall be as follows:

Tank Capacity (gallons)	Minimum Distance (feet)
300 or less	3
500 or less	3
1,000 or less	3
8,000 or less	3
12,000 or less	3
18,000 or less	3
24,000 or less	5
30,000 or less	10
48,000 or less	10
75,000 or less	13
100,000 or less	15
100,000 to 2,500,000	One tank diameter

If tanks are of different capacity, the capacity of the larger tank shall govern the distance to adjacent tanks.

6-8D-12-4: **CONSTRUCTION OF TANKS; SPECIFICATIONS**:

A. Tanks shall be covered with asphaltum or other nonrusting coating or paint.

B. All pipe connections shall be made through flanges or reinforcements securely riveted, welded or bolted to the tank and shall be made tight.

C. All openings shall be made liquid and vaportight, except breather vents. Gaskets used shall be such as not affected by heat or the contents of the tank.

D. Covers for manholes, handholes and gauge holes shall me made tight fitting and normally kept in place.

6-8D-12-5: **NORMAL VENTS IN TANKS**:

A. Each tank over one hundred (100) gallons in capacity shall have vent openings, except safety valves, provided with approved noncorrodible flame arresters so attached as to completely cover the openings.

B. Vent openings shall be in no case less than one-quarter inch (1/4") in diameter, and where a power pump is used in filling tanks and a tight connection is made to fill pipe, vent shall not be smaller than fill pipe.

6-8D-12-6: **SPECIAL SAFETY OR EMERGENCY VENTS IN TANKS**: Additional vent openings or safety valves adequate to relieve any excessive pressure due to external heat shall be provided of a type which shall be self-closing when pressure is relieved. The total area of vents shall be not less than twenty four (24) square inches for tanks of twenty one thousand (21,000) gallons' capacity or less and not less than seventy eight (78) square inches for tanks of more than twenty one thousand (21,000) gallons' capacity.

6-8D-12-7: **SETTING OF TANKS**: Tanks more than one foot (1') above the ground shall have a firm foundation and supports of noncombustible materials, bases of which shall rest below the frost line. Unprotected steel as a support for tanks shall not be permitted. No combustible materials shall be permitted under or within ten feet (10') of any storage tanks, except stairways to and walks on top of which shall be incombustible.

6-8D-12-8: **GROUNDING OF TANKS**: All tanks shall be grounded electrically and effectively to permanent moisture.

6-8D-13: **PIPING**:

6-8D-13-1: **PIPING MATERIAL**: All piping shall be standard full weight wrought iron or steel for working pressures less than one hundred (100) pounds; for working pressures in excess of one hundred (100) pounds, extra heavy pipe and fitting shall be used. No pipe less than one-half inch (1/2") internal diameter will be permitted.

6-8D-13-2: **PIPING RUNS**: Piping shall be run as directly as possible and proper allowance made for expansion and contraction.

6-8D-13-3: **PIPING ABOVE GROUND**: Pipes when above ground shall be protected against mechanical injury.

6-8D-13-4: **PIPING UNDER GROUND**:

A. Pipes shall not be surrounded or covered by cinders or other material of corrosive effect, but preferably should be laid in sand, and where carried in conduit, the openings of such conduit must be fully protected to prevent escape of liquid under dangerous conditions.

B. Pipelines buried on railroad property shall be laid at a depth on not less than three feet (3'); where they pass under tracks, they shall be laid at least four feet (4') below the bottom of ties.

C. Piping buried in City Streets or other areas where other pipelines are carried shall be placed in conduit. Joints of conduit shall be sealed to prevent leakage, and pitch shall be toward tank yard.

D. Underground piping shall be coated with asphaltum or corrosion-resisting materials.

6-8D-13-5: **JOINTS IN PIPES**: Joints may be welded or of the ordinary screw type; if the screw type, they shall be made up with litharge and glycerine, lamp black or shellac.

6-8D-13-6: **TESTS OF PIPING**: Piping after installation shall be tested at a pressure fifty percent (50%) in excess of the working pressure and shall be proven tight. Tests shall continue thirty (30) minutes.

6-8D-13-7: **VALVES**:

A. Normal Valves in Pipes:

1. Each pipe attached to a tank shall be provided with a valve at the tank, with no branches or outlets between the tank and the valve.

2. In case two (2) or more tanks are cross-connected, there shall be a valve at each tank in each cross-connection. Tanks with different classes of liquids shall not be cross-connected.

B. Emergency Internal Check Valves: In addition to normal valve, there shall be an extra valve at each pipeline, installed on the inside of tank and operated by an effective heat-releasing device, which shall automatically prevent the flow of liquid from the tank in case of fire, even if pipelines are broken from the tank.

6-8D-14: **DIKES**:

6-8D-14-1: **DIKES REQUIRED**: Embankments or dikes are required for:

A. Each tank containing crude oil or other liquid which has a tendency to boil over.

B. Each individual tank exceeding fifty thousand (50,000) gallons (1,200 barrels) in capacity.

C. Individual tests of less than fifty thousand (50,000) gallons, or groups of tanks with individual tank capacity of less than fifty thousand (50,000) gallons, when installed on the bank of a stream or other body of water, or on land permitting rapid drainage thereto.

6-8D-14-2: **CAPACITY OF DIKES**:

A. Dikes shall have a capacity of not less than the capacity of the tank or groups of tanks surrounded.

B. Dikes surrounding tanks containing crude oil or other liquid which has a tendency to boil over shall have a capacity of not less than one hundred twenty five percent (125%) of the capacity of the tank or group of tanks surrounded or shall have a suitable coping or deflector projecting inward, properly constructed to minimize the effect of a "boiler" wave.

6-8D-14-3: **MATERIAL AND CONSTRUCTION OF DIKES**:

A. Dikes shall be constructed of earth, clay, masonry or reinforced concrete not higher than one-half (12) of the height of the tank or tanks enclosed, so constructed as to afford adequate protection.

B. Earthwork embankments shall be firmly and compactly built of good earth or clay, free from stones, vegetable matter and other foreign material. They shall have a flat section at the top not less than two and one-half feet (2 1/2') wide and a slope of at least 1 to 1 (45 degrees) on both sides.

C. Masonry or concrete dikes shall have footing below the frost line.

D. If a concrete floor covering is provided for the area enclosed by a concrete dike, a sump shall be provided at some convenient place, attached to which shall be a pump of approved design, so that any accumulation of water or oil may be removed immediately.

6-8D-14-4: **NO OPENINGS IN DIKES PERMITTED**: Embankments or dikes shall be continuous, with no openings for piping or roadway.

6-8D-15: **BUILDINGS**:

6-8D-15-1: **GENERAL REQUIREMENTS**: It shall be unlawful to store, to sell or offer for sale any flammable or volatile liquids, as defined in this Article, in an amount in excess of one gallon in any building of frame construction, or in any building other than a building of fireproof construction as defined in the ordinances of the City; provided, that this Section shall not be construed to prohibit the storage of such liquids in the fuel tanks of automobiles or in tanks for heating systems installed in compliance with the provisions of the City ordinances.

6-8D-15-2: **PUMPHOUSES**:

A. Motor and pump or pumps shall be located in a separate, noncombustible building, not less than ten feet (10') from tanks, warehouses, garages or property lines. Motor shall be of the polyphase, nonsparking or explosion-proof type and shall be grounded to permanently moist earth.

B. If pumphouse is electricity lighted, light shall be of the vapor-proof type, wiring shall be in sealed conduit, and the light switch shall be of the explosion-proof type or shall be placed outside the building.

C. Motor-starting switches shall be of the explosion-proof type or oil bath type.

D. Screened openings of not less than sixty four (64) square inches shall be construed in opposite corners at floor line to provide proper ventilation.

E. All doors of pumphouses shall open outward. Doors shall be left open at all times when pumps are in operation.

6-8D-15-3: **CONSTRUCTION OF WAREHOUSE**: Warehouses shall be constructed so that refuse cannot accumulate under the floor.

A. What Liquids Can Be Stored: Storage of liquids of Class I shall not be permitted in any building. Storage of liquids of Class II shall not be permitted except in original sealed containers, and no transfer of such liquids in such containers to other containers shall ever be made inside the warehouse.

B. Cleanliness: Warehouses shall be kept clean, neat and orderly, and free from accumulation of grease and oil spillage.

6-8D-15-4: **ELECTRICAL INSULATION**: The National Electric Code (See also Title 7, Chapter 1, Article D of this Code.) shall govern the electrical installation.

6-8D-15-5: **GARAGE; CONSTRUCTION**: Floor of garage shall be of concrete or other noncombustible material, laid directly on the ground or on a well-tamped and puddled fill.

A. Adequate ventilation shall be provided to carry off any inflammable gases which may accumulate.

B. No connection to any house drainage or to any sewer system shall be made from any garage waste basin, sink, floor drain or waste, unless an adequate explosion proof oil separator is provided ahead of such connection. This does not apply to lavatories, toilets or washbasins, used exclusively for toilet or personal use, nor to downspouts carrying surface water from the roof.

6-8D-15-6: **LOADING DOCK**:

A. Location: Truck loading docks and platforms shall be located not less than ten feet (10') from storage tanks, plant buildings and property lines.

B. Electrical Equipment: All electric lights at loading or unloading docks shall be of vapor-proof construction. Electric wiring shall be in sealed conduit at docks and switches shall be of the explosion-proof type or placed at some point remote from the docks.

6-8D-6: **LOADING OR UNLOADING**:

6-8D-6-1: **PUMPS AND PIPELINES**:

A. Gasoline and naphtha shall never be handled through the same pump and pipelines as kerosene and fuel oils.

B. Pipeline shall have a definite color scheme for painting to indicate the product which is being carried by the respective lines. The color red shall be for gasoline and naphtha. Valves on lines in pumphouses shall be tagged to denote the product handled and controlled by each valve.

C. Pumps delivering to or taking supply from tanks or tank cars shall be provided with valves on both suction and discharge pump.

6-8D-16-2: **GROUNDING**: Before unloading operations are started and before any connection or contact is made with piping or other loading equipment, the tank car shall be electrically grounded in an effective manner. Permanent electrical connection of not less than number 0 copper cable shall be made between the rails on which tank cars stand and the piping system of the storage plant. NOTE: This connection may be accomplished in two (2) ways. The rails may be bonded by means of standard rail bonds and connected to the permanent piping system with number 0 electric cable connections at each end of the loading or unloading section, or a similar connection may be made between each rail on which cars stand and the permanent piping system.

6-8D-16-3: **NO UNLOADING BY GRAVITY**:

A. The withdrawal of liquids from tank cars through bottom outlets shall not be permitted. Tank cars shall be unloaded through dome (manhole) only. Pumps required to accomplish this shall be of adequate type and securely installed. Exceptions: fuel oils may be unloaded by gravity.

B. The use of compressed air to discharge contents of tank cars is prohibited, but this shall not be construed to prevent the use of a standard system employing an inert gas, such as carbon dioxide or nitrogen, as pressure generating medium for this purpose.

6-8D-16-4: **NO UNLOADING TO PORTABLE CONTAINERS**: Unloading from tank cars to tank trucks or to any portable containers shall not be permitted.

6-8D-16-5: **DOME COVERS:** After unloading, pipe is inserted into dome of tank car and, before any pumping is done, dome shall be tightly covered with wet burlap or some other type of cover equally effective.

6-8D-16-6: **OTHER RESTRICTIONS:**

A. All connections between tank cars and pipelines shall be in good conditions and shall not permit leakage.

B. Tank cars shall not be left connected to pipelines except when loading or unloading is going on and during all such time a competent man shall be present and in charge.

C. The presence of flame lanterns, flame switch lights or other exposed flame lights or fires during the process of loading or unloading is prohibited.

D. Siding used in connection with tank car unloading operations shall not be common to other users, or they shall be provided with necessary derails or with warning signs in accordance with Section 4, Paragraph 697(b) of the Interstate Commerce Commission's "Regulations on the Transportation of Explosives".

E. The unloading of tank cars and all operations in connection therewith shall be in full accord with the rules and regulations of the Interstate Commerce Commission.

6-8D-16-7: **BONDING:** Before unloading operations begin, tank trucks shall be electricity bonded to pipeline by means of a bonding device at loading dock.

6-8D-17: **PROPERTY:**

A. Fencing: The area which embraces the tank yard, including dike and all aboveground piping and pipelines, shall be properly fenced with a metal fence.

B. Care and Attendance:

1. Property shall be kept free from weeds, high grass, rubbish and litter and shall be kept neat, clean and orderly throughout.

2. Open light or flame shall not be permitted on the property.

6-8D-18: **FIRE PROTECTION:** Approved chemical fire extinguishers, foam generators or other smothering agents for extinguishing oil fires shall be provided.

6-8D-19: **NO STORAGE WITHIN BUILDINGS:** Barrel and drums used for Class I liquids, whether full or empty, shall be stored in the open or on open platforms in plant yard. Platforms may have roofs, but all sides shall be open.

A. No open lights shall be permitted in such storage yard.

B. Caps, bungs and plugs shall be closed tightly immediately after container is emptied.

C. Gasoline and naphtha shall be handled only in barrels or drums painted red and properly labeled, and no other liquids shall be handled in such barrels or drums.

6-8D-20: **TANK TRUCKS AND WAGONS:**

A. Tanks, tank trucks and wagons shall be constructed with double bulkheads. Each compartment shall be numbered, and the same number shall appear on the pipeline at the rear of truck or wagon connected with that compartment.

B. A serviceable metal tag shall be fastened securely to each faucet, designating the contents of the compartment it controls by lettering not less than one-fourth of an inch (1/4") high. Tags shall be painted according to the same color scheme as the pipeline, red always indicating gasoline or naphtha.

C. Faucets shall be of the self-closing type.

D. Heavy bumpers shall be provided across the rear adequate to protect all faucets in case of a rear-end collision.

E. Tanks, chassis, axles and springs shall be metallically connected and a drag chain shall be attached long enough to reach the ground at all times.

F. If buckets are used to deliver gasoline or naphtha, they shall be painted red and properly labeled. They shall be used for delivering gasoline and naphtha only, and gasoline and naphtha shall not be delivered in any other buckets.

G. No retail deliveries from tank trucks or tank wagons shall be permitted in any street or alley in the City, or on any highway outside the City.

H. Each tank truck or tank wagon shall carry an approved fire extinguisher suitable for extinguishing gasoline and oil fires, such as carbon tetra-chloride, carbon dioxide, foam or powder.

6-8D-21: **PENALTY:** Any person violating any provision of this Article shall be subject to penalty as provided in Section 1-4-1 of this Code.

CHAPTER 8

FIRE PREVENTION REGULATIONS

ARTICLE E. LIQUEFIED PETROLEUM GASES

SECTION:

6-8E-1: Definition
6-8E-2: Compliance; Inspections
6-8E-3: Odorizing
6-8E-4: Containers
6-8E-5: Equipment
6-8E-6: License for Production

6-8E-1: **DEFINITION:** The term "liquefied petroleum gases", as used in this Article, shall be construed to include any material composed predominantly of propane, propylene, butane (normal butane or isobutane) and butylene or mixture of them.

6-8E-2: **COMPLIANCE; INSPECTIONS:**

A. It shall be unlawful to produce, store or use liquefied petroleum gas, or to install or maintain any equipment for such production or use, unless such production, storage and utilization equipment is constructed and maintained in compliance with the provisions of this Article.

B. It shall be the duty of the Fire Chief, or such other officer or employee as may be designated by the City Manager to enforce the provisions of this Article, and to make such inspections and tests as may be necessary in connection therewith. Whenever a test is necessary to determine whether any equipment or method complies with the standards prescribed or referred to in this Article, the enforcing official may accept the results of a test conducted by or under the supervision of the Underwriters Laboratories, Inc.

6-8E-3: **ODORIZING:** All liquefied petroleum gas used or stored in the Municipality shall be effectively odorized by an agent of such character as to indicate by a distinctive odor the presence of gas in the air down to a concentration of one-fifth (1/5) the lower limit of combustibility.

6-8E-4: **CONTAINERS:**

A. All containers used for liquefied petroleum gases shall be constructed to the standards prescribed therefor in the "Standards of the National Board of Fire Underwriters for the Storage of Liquefied Petroleum Gases" of 1956, as amended, as published in pamphlet form by the National Board of Fire Underwriters, hereinafter referred to as N.B.F.U. pamphlet No. 58.

B. The maximum filling density (the percent ratio of the weight of water the container will hold at 50 Fahrenheit) shall be that prescribed in paragraph B. 11 (page 16) of N.B.F.U. pamphlet No. 58.

C. No such container for use in connection with any building shall be located between the building and the street upon which the building abuts nor within such building. The installation of such containers and location with reference to buildings shall be in accordance with the standards prescribed in N.B.F.U. pamphlet No. 58.

6-8E-5: **EQUIPMENT:**

A. No equipment for the utilization of liquefied petroleum gas shall be installed in the Municipality unless a permit therefor shall have first been issued. When such installation is in a building being newly constructed or remodeled in accordance with a permit for such construction or remodeling, no extra fee for such permit shall be required. In other cases, applications for such permits shall be made to the Inspection Department and shall contain drawings, a description of the location, equipment and intended use of such equipment. The fee for such permits shall be Fifty dollars ($50.00).

B. No such equipment shall be installed or used unless it complies with the standards therefore established in the N.B.F.U. pamphlet No. 58.

6-8E-6: **LICENSE FOR PRODUCTION:**

A. It shall be unlawful to operate in the City a plant for the production of liquefied petroleum gases without first having secured a license therefore.

B. Applications for such licenses shall be made in writing to the City Clerk, and shall conform to the general provisions of the ordinances relating to business licenses (See Title 3, Chapter 1 of this Code). The annual fee for such license shall be fifty dollars ($50.00)

C. No such license shall be issued unless the premises and equipment thereon to be used in such activity are in full compliance with the standards prescribed in N.B.F.U. pamphlet No. 58 (1956 as amended), and it shall be unlawful to conduct or operate such activity unless all buildings and equipment used in connection therewith comply with the standards prescribed in that bulletin.

CHAPTER 8

CHAPTER 8

FIRE PREVENTION REGULATIONS

ARTICLE G. PUBLIC SAFETY ALARM SYSTEMS

SECTION:

6-8G- 1:	Purpose of Article
6-8G- 2:	Definitions
6-8G- 3:	Alarm Systems to be Maintained
6-8G- 4:	Fee Charged for False Alarms
6-8G- 5:	Testing
6-8G- 6:	Termination of Direct Connection
6-8G- 7:	Exception
6-8G- 8:	Notification
6-8G- 9:	Investigation
6-8G-10:	Response by Alarm User
6-8G-11:	Installation of Key Boxes on Property Protected by Automatic Fire Alarm Systems

6-8G-1: **PURPOSE:** The purpose of this Ordinance is to set forth regulations governing burglary, robbery, fire and medical alarm systems, and to provide for punishment of violations of provisions of this Ordinance.

6-8G-2: **DEFINITIONS:** For the purpose of this Ordinance, certain words and phrases shall be construed herein as set forth in this Ordinance, unless it is apparent from the context that a different meaning is intended. The following words and phrases shall be defined as herein set forth:

A. ALARM SYSTEM: Means any mechanical or electrical device that is arranged, designed, or used to signal the occurrence in the City of a burglary, robbery, or other criminal offense, fire emergency or medical emergency requiring urgent attention, and to which police, fire or emergency medical personnel are expected to respond. Alarm systems include those through which public safety personnel are notified directly of such signals through automatic devices or are notified indirectly by way of third persons or electronic or mechanical systems monitoring the alarm systems and reporting such signals to the Fire or Police Department or designated agency. Alarm systems also include those designed to register a signal which is so audible, visible, or in other ways perceptible outside a protected building structure or facility as to notify persons in the neighborhood beyond the subdivision lot where the signal is located who in turn may notify the Police or Fire Department or designated agency of the signal. Alarm systems do not include alarms affixed to automobiles. Furthermore, alarm systems do not include auxiliary devices installed by telephone companies to protect telephone equipment. Alarms in separate structures are to be counted as separate systems even though owned by the same person or entity.

B. ALARM USER: Means any person, firm, corporation, partnership or entity who or which purchases, leases, contracts for, obtains or uses an alarm system or subscribes to an alarm system.

C. FALSE ALARM: "False alarm" means the activation of an alarm system through mechanical failure, malfunction, improper installation, without an unlawful entry or attempted unlawful entry, or through the negligence of the owner or lessee of an alarm system or of his employees or agents or other cause. In addition, a "false alarm" is an alarm system signal eliciting a response by the Police or Fire Department or designated agency when a situation requiring a response by the Police or Fire Department does not in fact exist. "False alarm" does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user. Alarms resulting from the following conditions are not considered to be false alarms:

1. Criminal activity, unauthorized entry, or other unauthorized actions by any person.

2. Earthquake causing structural damage to the protected premises.

3. High winds sufficient to activate motion detection system or cause physical damage to the protected premises.

4. Flooding of the protected premises due to overflow of natural drainage.

5. Lightning bolt causing physical damage to the protected premises.

6. Telephone line malfunction verified in writing to the City by at least a first line telephone company supervisor.

7. Electrical service interruption and "power surges" verified in writing to the department by the local power company.

D. ALARM BUSINESS: Means any business in which the owner or employees engage in the activity of altering, installing, leasing, maintaining, repairing, replacing, selling, or servicing alarm systems.

E. CITY: Means the City of Pekin, Tazewell County, Illinois.

F. PERSON: Means natural person, firm, partnership, association or corporation.

G. FIRE CHIEF: Means the Chief of the Fire Department, or his or her authorized representative.

H. POLICE CHIEF: Means the Chief of the Police Department, or his or her authorized representative.

6-8G-3: **ALARM SYSTEMS TO BE MAINTAINED:** Each alarm user or alarm business shall maintain each alarm system in good working order, providing the necessary maintenance and service to prevent false alarms, to prevent malfunctions endangering persons or property, and to prevent other malfunctions.

6-8G-4 **FEE CHARGED FOR FALSE ALARMS:** Any person, firm, or corporation having an alarm system shall be charged a fee of $75.00 for each false alarm responded to by the Police or Fire Department or designated agency within a calendar year in excess of four (4) and $100.00 for each false alarm in excess of ten (10) so responded to within a calendar year. Any person, firm, or corporation assessed a false alarm fee hereunder shall make payment in full to the Finance Department within 30 days after receiving notice of the fee charged.

The number of false alarms will be counted per system. The fact that an alarm user subscribes to an alarm system shall be no defense. This fee is imposed whether the Police and Fire Department or the designated agency receive the alarm by direct connection or through an intermediary such as an answering service or modified central station. The fee imposed by this section is imposed solely when the choice is made to employ an alarm system. If the possessor of the alarm shows to the satisfaction of the Chief of Police or Fire Chief that the false alarm was not the result of negligence or improper maintenance, such fee may be waived. If the possessor or owner of the alarm communicates to the Police or Fire Department or designated agency before a unit is dispatched to investigate clearly indicating that the alarm is resulting from authorized entry or other non-criminal cause, the fee shall be waived or the alarm will not be counted as a false alarm, except where the alarm is a test alarm performed in violation of Section 6.

6-8G-5: **TESTING:** No alarm system designed to transmit emergency messages directly to the Police or Fire Department or designated agency shall be tested or demonstrated without first notifying the Police or Fire Department dispatcher or the designated agency's dispatcher. No alarm system relayed through intermediate services to the Police or Fire Department or designated agency will be tested to determine police or fire response without first notifying the police or fire dispatcher or designated agency's dispatcher. An alarm user who fails to comply with this section shall be charged a fee of $100.00 and said alarm shall count towards the alarm limits in Section 5 hereof.

6-8G-6: **TERMINATION OF DIRECT CONNECTION:** The Police and Fire Chief are authorized to require that the owner or lessee of any alarm system directly connected to the Police or Fire Departments or designated agency disconnect such device until it is working in such a manner as will not produce a high frequency of false alarms. The Police and Fire Chief may require disconnection if twenty (20) false alarms are collectively received in any calendar year. Except as provided hereinbelow, failure to promptly comply with an order requiring the disconnection of an alarm shall constitute a violation of this Ordinance and subject the alarm user or property owner to a fine not less than $200.00 nor more than $500.00. Whenever twenty (20) or more false alarms are received in any calendar year, a presumption will exist that said alarm is ineffective to protect the premises and persons on the premises from those acts, omissions or incidents against which the alarm was intended to protect. The Police Chief or Fire Chief may, after giving notice to the subscriber, order disconnection of the alarm system for noncooperation, or for violations of this Ordinance. The alarm user, upon the submission of a written request to the Police Chief or Fire Chief, shall be entitled to an additional seven (7) days to comply with any disconnect order issued hereunder so that the alarm user may arrange for alternative protection of the alarm user's premises and persons. Nothing contained in this Ordinance shall be deemed to create any new legal duties or impose any new legal responsibilities on the part of City personnel responsible for enforcing the provisions of this Ordinance.

After ninety (90) days, a person may submit a written petition requesting the reconnection of an automatic alarm system to the Fire Chief where reconnection is sought for a fire alarm or to the Police Chief for reconnection of all other alarm systems. The petition shall state the name and address of the petitioner and will further identify all steps taken by petitioner to remediate the causes attributable to the occurrence of false alarms for the system sought to be reconnected. The petition shall be signed and sworn to by the petitioner. The Fire and Police Chief shall have thirty (30) days from the date the petition is received by the City Clerk to grant or deny the petition to reconnect. Should the petition be denied, petitioner may appeal the denial to the City Manager or his designee within fifteen (15) days. The City Manager or his designee shall have thirty (30) days to affirm or reverse the denial of the petition.

Nothing in this Ordinance shall be interpreted as a guarantee or warranty by the City to any person, firm, corporation or other entity that an alarm system or alarm equipment allowed to be reconnected is free from defect or fit for the purpose for which it is intended.

6-8G-7: **EXCEPTION:** Alarm users installing a new system, making substantial modifications to an existing system, or causing, permitting, or allowing the installation of a new system or substantial modification of an existing system shall be entitled to a grace period during which alarms generated by such system shall be deemed non-false alarms for purposes of Section 5; provided, however, that the Police and Fire Department are notified, in writing, and within five (5) days after completion of the date the new system is installed or an existing system is substantially modified. The grace period shall cease thirty (30) days after installation of or modification to the alarm system.

6-8G-8: **NOTIFICATION:**

A. Whenever an alarm is activated thereby requiring an emergency response to the location by the Police or Fire Department, and the Police or Fire Department does respond, the Police or Fire Department personnel on the scene of the activated alarm system shall inspect the area protected by the system and shall determine whether the emergency response was, in fact, required as indicated by the alarm system or whether the alarm signal was a false alarm. In determining whether an alarm is a false alarm, all circumstances shall be considered. Setting off an alarm may cause a person who was attempting to break-in to flee. In investigating whether an alarm was false, a thorough check will be made of the premises for any signs of an attempted break-in.

B. If the Police or Fire Department personnel at the scene of the activated alarm system determines the alarm to be false, said officer shall make a report of the false alarm.

C. The Chief of the Police Department, the Chief of the Fire Department, or the designee of the Police Chief or Fire Chief shall cause a notification of the false alarm report to be mailed, by regular mail, or delivered to the alarm user at the address of said alarm system installation location, advising the alarm user of the false alarm.

D. An alarm user who receives said notification shall have five (5) days within which to inform the Chief of the department responsible for issuing the notification that the alarm user disputes the existence of the false alarm. If the alarm user fails to make said notification within the stated time, it shall be presumed that the existence of the false alarm has been acknowledged.

6-8G-9: **INVESTIGATION**: The Chief of the Police or Fire Department or his designee shall have the right to inspect any alarm system on the premises to which a response has been made, and he may cause an inspection of such system to be made at any reasonable time thereafter.

6-8G-10: **RESPONSE BY ALARM USER:** Whenever an alarm user or owner of the protected premises is notified or aware that their alarm system has been activated, the alarm user or owner or designated representative shall cooperate with any investigations undertaken by City personnel in responding to the activated alarm. This shall include, but not be limited to, the alarm user's or owners presence at the premises protected by said alarm within a reasonable period of time after the alarm or owner becomes aware that the alarm has been activated. Furthermore, the use of an alarm system and its activation shall constitute consent on the part of the alarm user and owner of the premises to City personnel permitting said personnel to enter the premises to investigate the cause(s) of the alarm. The alarm user's or owner's failure to cooperate in any of the foregoing investigations shall constitute a violation of this Ordinance and subject the alarm user or owner or both to a fine in the amount not less than $100.00 nor more than $500.00.

6-8G-11: **INSTALLATION OF KEY BOXES ON PROPERTY PROTECTED BY AUTOMATIC FIRE ALARM SYSTEMS:** When a property within the City is protected by an automatic fire alarm, and the property does not at all times have personnel present on its premises, a key box of a UL type, approved by the Pekin Fire Department, shall be installed on the property in a location approved by the Pekin Fire Department. Residential property shall be exempt from this requirement.

A. CONTENTS OF KEY BOXES. Such key boxes shall contain the following:

1. The keys to locked points of egress whether on the interior or exterior of such buildings.

2. The keys to locked mechanical equipment rooms.

3. The keys to locked electrical rooms.

4. The keys to elevator controls.

5. The keys to other areas as directed by officials of the Pekin Fire Department.

C. PENALTY. Any person, firm, or corporation violating any provision of Section 11 of this Ordinance shall be fined not less than $75.00 nor more than $500.00 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
Council or President and Board of Trustees
City of Pekin Illinois
City, Town or Village
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Broadway Road	FAU 6761	Sta 7+00	Sta 81+17

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Procurement of property for right of way for the Broadway Widening Project, Section 04-00057-060-WR.

and shall be constructed _____ wide

and be designated as Section 07-00173-00-LA

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Fifty Thousand Dollars ($50,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

_____
Date

Department of Transportation

_____
Regional Engineer

I, _____ Clerk in and for the
City of Pekin
City, Town or Village
County of Tazewell , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council
Council or President and Board of Trustees
at a meeting on _____
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

_____
City, Town, or Village Clerk

REQUEST FOR COUNCIL ACTION

To: **Council Members**

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

From: **Joe Wuellner**

AGENDA ITEM: Right of Way Acquisition Agreements

AGENDA DATE REQUESTED: January 28, 2008

ACTION REQUESTED: Approve thirteen (13) ROW Acquisition Agreements for property needed to construction the Broadway Widening Project from Schramm to Veterans Drive.

BACKGROUND: The City of Pekin and Tazewell County submitted a joint project to widen Broadway from Schramm to Veterans Drive to accommodate the increasing amount of traffic that uses this road. The project will widen Broadway to three full lanes with both curb and gutter or paved shoulders. This will provide for a center turn lane which should reduce the number of accidents caused by turning movements at the Country Club and Shade Park. In order to accomplish this work additional property is needed for the right of way. There are thirteen owners that property is needed from totaling $109,820 but the City's portion of the cost is one-third or $36,607. We will be utilizing MFT funds for these acquisitions. There may be some adjustments to these costs as negotiations proceed but again the City's portion is one-third.

FINANCIAL IMPACT: $36,607

NEIGHBORHOOD CONCERNS: Some of the owners are concerned about only building 3 lanes versus 5 but traffic now and projected do not warrant the additional 2 lanes. A few owners are concerned over the loss of trees that provide screening to their homes from both site and cars. There will be a guardrail along the road to keep cars out of their yards and trees will be planted to help with the screening.

IMPACT IF APPROVED: Project moves forward to a letting in April and construction mid summer.

IMPACT IF DENIED: Project will have to be removed from the letting schedule and funding returned.

ALTERNATIVES: No alternatives to the alignment of the road since it involves widening an existing roadway and needing expanded right of way.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation and Safe Community

REQUIRED SIGNATURES

Department Director		1/21/08 Date
Finance Department	(Certification of Availability of Funds)	1-22-08 Date
Corporation Counsel	(Certification of Review)	1-23-08 Date
City Manager		1/23/08 Date

Need MFT Funding Resolution

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and JOSEPH L. BUSSONE and CAROLE F. BUSSONE, (collectively, the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City is the owner of a certain parcel of property more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Exchange Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the Owner desires to acquire the Exchange Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the aforementioned parcels of real property.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

2. The City shall convey the Exchange Parcel to the Owner and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.

3. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: Joseph L. Bussone
106 Inverness Drive
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its Mayor

_____
JOSEPH L. BUSSONE

_____
CAROLE F. BUSSONE

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH L. BUSSONE and CAROLE F. BUSSONE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and JOSHUA L. HAFLIGER and JANELLE C. HAFLIGER, (collectively, the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City Partial Mortgage Releases executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. Upon the delivery of the documents described in Paragraphs 1 and 2 above, the City shall pay to the Owner the sum of $3,800.00.

4. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: Joshua Hafliger
210 Indian Creek
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its Mayor

_____
JOSHUA L. HAFLIGER

_____
JANELLE C. HAFLIGER

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSHUA L. HAFLIGER and JANELLE C. HAFLIGER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and GERALD C. KEMPF and KELLY A. KEMPF, (collectively, the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. Upon the delivery of the documents described in Paragraph 1 and 2 above, the City shall pay to the Owner the sum of $10,000.00.

4. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City:
Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to:
City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner:
Gerald C. Kempf
206 Indian Creek
Pekin, IL 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its Mayor

_____
GERALD C. KEMPF

_____
KELLY A. KEMPF

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GERALD C. KEMPF and KELLY A. KEMPF, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and GREGORY J. LADENDORF (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. Upon the delivery of the documents described in Paragraphs 1 and 2 above, the City shall pay to the Owner the sum of $3,300.00.

5. The City covenants, agrees, represents and warrants that the existing septic system located on Owner's remaining property adjacent to the Acquisition Parcel will not be damaged by the City or its agents during the expansion of Broadway Road. The City shall reimburse Owner for the cost of repairs to the septic system in the event the same is damaged as a direct result of the project.

4. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: GREGORY J. LADENDORF
101 Pin Oak Drive
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

_____
GREGORY J. LADENDORF

By: _____
Its Mayor

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREGORY J. LADENDORF, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and THE ESTATES AT LAKEVIEW, LTD., an Illinois corporation, (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the Owner is also the owner of a certain parcel of property more particularly described in Exhibit D attached hereto and incorporated herein by this reference (the "Easement Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel and to obtain a temporary construction easement on the Easement Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and the Easement Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. The Owner shall convey a temporary construction easement on the Easement Parcel to the City and shall execute the Temporary Construction Easement substantially in the form attached hereto as Exhibit E and incorporated herein by this reference. Said Temporary Construction Easement shall expire upon the completion of the Broadway expansion contemplated by the City.

4. The Owner shall deliver to the City a Corporate Resolution authorizing the sale of the Acquisition Parcel and authorizing the execution of any and all additional documents required to consummate the transaction.

5. Upon the delivery of the documents described in Paragraph 1,2, 3 and 4 above, the City shall pay to the Owner the sum of $8,400.00.

6. The City covenants, agrees, represents and warrants that access to Owners property from Broadway Road will remain in the same locations that exist at the time of this agreement.

6. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City:

Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to:

City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873

Pekin, Illinois 6 1555-0873

If to Owner: Jerry Hall
524 Court Street
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its: Mayor

ATTEST:

By: _____
Its: Clerk

THE ESTATES AT LAKEVIEW
an Illinois corporation

By: _____
Its: _____

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of THE ESTATES AT LAKEVIEW, LTD. and to be the same persons whose names are subscribed to the foregoing instrument in such capacities, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and SCOTT W. LANGE and MARY FRANCES LANGE, (collectively, the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. Upon the delivery of the documents described in Paragraph 1 and 2 above, the City shall pay to the Owner the sum of $4,200.00.

4. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City:
Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to:
City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner:
Scott W. Lange
235 Indian Creek
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its Mayor

_____
SCOTT W. LANGE

_____
MARY FRANCES LANGE

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SCOTT W. LANGE and MARY FRANCES LANGE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and DIXIE LARRY, (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. Upon the delivery of the documents described in Paragraphs 1 and 2 above, the City shall pay to the Owner the sum of $1,500.00.

4. The City shall pay an additional $5,500.00 to the Owner for the rebuilding costs of Owner's stone gate posts. Upon receipt thereof by Owner, City shall have no obligation to rebuild said stone gate posts and Owner will be solely responsible for procuring an appropriate contractor for the project.

5. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents,

writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: Dixie Larry
2909 Broadway Road
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation
By: _____

_____
DIXIE LARRY

Its Mayor

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DIXIE LARRY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and LOYAL ORDER OF MOOSE, PEKIN LODGE NO. 916, an Illinois not for profit corporation, (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the Owner is also the owner of a certain parcel of property more particularly described in Exhibit D attached hereto and incorporated herein by this reference (the "Easement Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel and to obtain a temporary construction easement on the Easement Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and the Easement Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. The Owner shall convey a temporary construction easement on the Easement Parcel to the City and shall execute the Temporary Construction Easement substantially in the form attached hereto as Exhibit E and incorporated herein by this reference. Said Temporary Construction Easement shall expire upon the completion of the Broadway expansion contemplated by the City.

4. The Owner shall deliver to the City a Resolution authorizing the sale of the Acquisition Parcel and authorizing the execution of any and all additional required documents to consummate the transaction.

5. Upon the delivery of the documents described in Paragraph 1, 2, 3 and 4 above, the City shall pay to the Owner the sum of $35,500.00.

6. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained

herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: Loyal Order of Moose Pekin Lodge No. 916

2605 Broadway
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,

a municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: Clerk

LOYAL ORDER OF MOOSE PEKIN LODGE NO. 916.,
an Illinois not for profit corporation

By: _____
Its: _____

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of LOYAL ORDER OF MOOSE PEKIN LODGE NO. 916.,and to be the same persons whose names are subscribed to the foregoing instrument in such capacities, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and JOYCE M. RISTICH, (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. Upon the delivery of the documents described in Paragraphs 1 and 2 above, the City shall pay to the Owner the sum of $2,700.00.

4. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: Joyce Ristich
108 Inverness Drive
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____
Its Mayor

ATTEST:

_____
JOYCE M. RISTICH

By: _____

Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOYCE M. RISTICH, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____

Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and TIMOTHY L. NATION and LAURI M. NATION, (collectively, the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Easement Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City desires to acquire a temporary construction easement over and across the Easement Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and the Easement Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. The Owner shall convey a temporary construction easement on the Easement Parcel to the City and shall execute a Temporary Construction Easement substantially in the form attached hereto as Exhibit D and incorporated herein by this reference. Said Temporary Construction Easement shall expire upon the completion of the Broadway Road expansion contemplated by the City.

4. Upon the delivery of the documents described in Paragraphs 1, 2 and 3 above, the City shall pay to the Owner the sum of $2,600.00.

5. The City shall plant ten (10) to twelve (12) spruce trees, each approximately six (6) feet in height, equally spaced across the southern most edge of Owner's property abutting the Acquisition Parcel. The trees shall be planted upon the completion of the Broadway Road expansion project contemplated by the City.

5. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City:

Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to:

City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street

P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: Timothy L. Nation
226 Indian Creek
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its Mayor

ATTEST:

By: _____
Its Clerk

_____
TIMOTHY L. NATION

_____
LAURI M. NATION

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TIMOTHY L. NATION and LAURI M. NATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and ROGER A. STIEN and ELAINE R. STIEN, (collectively, the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Easement Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City desires to acquire a temporary construction easement over and across the Easement Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and Easement Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

2. The Owner shall convey a temporary construction easement on the Easement Parcel to the City and shall execute a Temporary Construction Easement substantially in the form attached hereto as Exhibit D and incorporated herein by this reference. Said Temporary Construction Easement shall expire upon the completion of the Broadway Road expansion contemplated by the City.

3. Upon the delivery of the documents described in Paragraphs 1and 2 above, the City shall pay to the Owner the sum of $2,470.00.

4. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: Roger A. Stein
2806 Broadway Road
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its Mayor

ATTEST:

By: _____
Its Clerk

_____
ROGER A. STIEN

_____
ELAINE R. STIEN

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROGER A. STIEN and ELAINE R. STIEN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and T.A.G. PEKIN I, INC., an Illinois corporation, (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. Upon the delivery of the documents described in Paragraph 1 and 2 above, the City shall pay to the Owner the sum of $23,400.00.

4. The Owner shall deliver to the City a Corporate Resolution authorizing the sale of the Acquisition Parcel and authorizing the execution of any and all additional documents required to consummate the transaction.

5. The City shall establish four (4) access points from the Owner's remaining property to Broadway Road consisting of three (3) thirty four (34) foot wide entrances and one (1) twenty (20) foot wide entrance at the locations depicted on the plat attached hereto as Exhibit D and incorporated herein by reference.

6. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 61555-0873

If to Owner: T.A.G. Pekin 1, Inc.
2850 Boulder
Urbana, Illinois 61801

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its: Mayor

ATTEST:

By: _____
Its: Clerk

T.A.G. PEKIN I, INC.,
an Illinois corporation

By: _____
Its: _____

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of T.A.G. PEKIN I, INC. and to be the same persons whose names are subscribed to the foregoing instrument in such capacities, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2007.

_____
Notary Public

AGREEMENT

This Agreement is made this _____ day of _____, 2008, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and JOHN F. VOGEL and DIANE V. VOGEL, (collectively, the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel.

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

1. The Owner shall convey the Acquisition Parcel to the City and shall execute a Warranty Deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

2. The Owner shall deliver to the City a Partial Mortgage Release executed by any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

3. Upon the acquisition of the Acquisition Parcel as described in Paragraphs 1 and 2, the City shall pay to the Owner the sum of $5,700.00.

4. Miscellaneous Provisions.

(A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

(B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.

(C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

(D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.

(E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

(F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 6 1555-0873

If to Owner: John F. Vogel
209 Indian Creek
Pekin, Illinois 61554

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN,
a Municipal Corporation

By: _____

Its Mayor

_____
JOHN F. VOGEL

_____
DIANE V. VOGEL

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN F. VOGEL and DIANE V. VOGEL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2008.

_____
Notary Public

REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Manager & City Clerk

From: Angie Evans

AGENDA ITEM: Financial system (hardware and software) upgrade.

AGENDA DATE REQUESTED: January 28, 2008

ACTION REQUESTED: Authorization to proceed with the purchase of the financial system upgrade.

BACKGROUND: Our software company, ARX, has approached us with an offer to upgrade our system to webenabled ERP eSolutions. The new application license fees in the amount of $162,500.00 will be waived. This upgrade will make our system more user friendly and will take us to a browser based program that is easily integrated with Microsoft excel. While our software runs on an IBM mainframe, this upgrade operates in the Windows environment with data easily exported to and from Microsoft Excell. We will have the best of both worlds.

I sent out a request for quotes to four software companies (copy attached) in an effort to get price comparisons. Of the four, one did not have the extensive vehicle maintenance system that we have, and the others could not meet our specs, on items such as importing historical data, because it is just an upgrade.

FINANCIAL IMPACT: $25928.00 hardware, $45000.00 training, conversion and maintenance to finish out fy08. Maintenance fees beginning fy09 will be $32500 annually. The cost is budgeted in both years. Maintenance costs include, but are not limited to technical support, software support, annual (minor) software upgrades and video conferencing for ongoing training.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Technology is constantly changing and improving. This upgrade will put us in an environment that will improve as overall technology improves. An upgrade means we keep our history and it will require substantially less time and training than a complete conversion would. It would be much more user friendly, not only for the Finance users, but also for other departments who use the system for reports and inquiries.

IMACT IF DENIED: Our existing system will eventually be phased out and no longer be supported.

ALTERNATIVES: Stay where we are**,** which would force us to do the upgrade at a higher cost later or do a complete conversion with another company, which would require extensive woman hours and a much longer, more expensive, training curve for all involved. We would also lose our history, which we are still trying to rebuild after dropping H.T.E., because after one year or so, they decided to quit supporting the package we had

purchased and required us to upgrade to a more expensive package. Just as a side note, maintenance costs for H.T.E by 2003 would have gone up to $36050.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme.

SIGNATURES

Department Director _____
Date

Finance Department _____
(Certification of Availability of Funds) Date

Corporation Counsel _____
(Certification of Review) Date

City Manager _____
Date

-----Original Message-----
From: Kief, Denny
Sent: Friday, January 18, 2008 2:40 PM
To: Council Members
Cc: Evans, Angie; McMillan, Sue
Subject: Financial System Update

Attached is Angie Evans' Request For Council Action for the Proposed Upgrade to the Finance System Upgrade.
Angie was approached by ARX, our present Finance System, about a year ago.
They have undergone a major upgrade to their Financial Software system and will no longer be utilizing or supporting the system that we presently have.
They are bidding on this software with prospective new consumers and the application license fee alone is $162,500. They are offering to wave that charge to us since we are an existing client. However, if we do go through the bidding process they would have to include that price in their bid since it would be hard for them to have to explain to new customers why their license fee is bid at $162,500 and ours is $0.

As Angie's memo explains, the recommendation is for $70,928 to come out of the FY2008 Budget ($74,000 had been budgeted) and Annual Maintenance of $32,500 starting in FY 2009 (also under the budgeted amount). Originally we had been looking at a $53,000/year lease for 5 years which would have totaled $265,000. We are now recommending the upfront $70,928 plus $146,125 in a 5 Year Maintenance Commitment or a total of $217,053.

Angie did send out requests for qualification to multiple vendors, both PC based and Mainframe. The need to be able to import all of the historical data was imperative. The cost of manually entering all of that data would be cost-prohibitive. Angie has also contacted a number of other communities and they are all spending more than the City is.

We are getting you this information more than a week in advance of the January 28th City Council meeting, hoping that you will contact Angie or me about any questions that you may have. Angie has really done her homework on this and I am confident she will be able to answer all of your questions.

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

November 14, 2007

RE: Request for Quotation (RFQ) for an ERP solution for The City of Pekin, Illinois

To Whom It May Concern:

The City of Pekin, Illinois is seeking viable vendors to supply a quotation for a "turnkey" solution for a municipal ERP system, along with the associated conversion, modifications, and training. Our preference is to obtain a single holistic system.

RFQ Summary
(1) Copies: Submit the RFQ response sheets and all attachments plus four copies (5 sets in total)
(2) Due Date: Proposals are to be received by 12:00 PM CST on Friday, November 30, 2007.

Important Dates
• November 14, 2007 Request to vendors inviting them to request ERP RFQ
• November 14, 2007 Release RFQ to vendors
• November 30, 2007 **ERP RFQ Due**
• December 7, 2007 Completion of RFQ Review

RFQ Requests
Send requests for a copy of the RFQ to the attention of: Angie Evans, Asst Finance Director

City of Pekin, Illinois 111 South Capitol Street Pekin, IL 61554
Phone: 309-478-5381 Fax 309-346-2095
E-mail aevans@ci.pekin.il.us

General Information

The City of Pekin, Illinois is a community of over 33,000, located in the west central portion of the State midway between Chicago and St. Louis. The City is the county seat of Tazewell County. Situated just 10 miles to the south of the City of Peoria, Pekin is considered the southeastern leg of the Peoria-Pekin MSA, containing a total population of approximately 350,000. More than 30 businesses and industrial firms call Pekin home.

The City of Pekin operates under the Council - Manager Form of Government.

This RFQ is being directed by the City Manager, but the software will be used by various departments within the City; principally Finance, Personnel and Vehicle Maintenance

The City is currently using ARX Technologies software for its ERP solution. The solution resides on an IBM AS400 System i V5R3 server.

Proposed System Requirements

Although a turnkey software solution will be required, the following software applications and modules are to be included:

A. Financials
B. Budget Preparation
C. Accounts Payable
D. Purchasing
E. Miscellaneous Billing and Accounts Receivable
F. Integrated Cash Receipting
G. Human Resources – Payroll – Personnel
H. Payroll Budgeting
I. Fixed Assets
J. Inventory
K. Business Licenses
L. Code Enforcement
M. Equipment and Vehicle Maintenance
N. Special Assessment Billing
O. Property Management

A turnkey, web-enabled system on an IBM System i platform will be considered. The selected vendor will be responsible for testing and warranting that current hardware is adequate or must be upgraded by the City. The City wishes that the hardware and network will be provided by local vendors and / or IBM affiliated partners. The selected vendor must provide the turnkey software, implementation, training, testing, data conversion, and ongoing support. The City is requesting 24 x 7 support for all these systems. The selected vendor must also be able to provide any City required modifications. The City prefers to

have systems that are fully developed, documented and installed in at least three other municipalities.

Other System Specifications

(1) Web-enabled, browser based solution deployed in portals within an internet or intranet environment.

(2) All applications must automatically make entries to the financial system as appropriate.

(3) All applications must be totally integrated and transfer data automatically between systems without additional manual entry.

(4) General Ledger, Cash Receipts and receivables history to carry over from existing system and in the same format.

(5) Transfer of vendors including addresses and $ spent.

(6) Use the same general Ledger number breakdown.

(7) Ability to insert data not only into the payroll files, but also to the appropriate personnel module files…..no double data entry

Additional Hardware or Network Needs

(1) IBM System i server, with integrated DB2/UDB as the database, is the preferred hardware solution.

(2) Vendor must support IBM WebSphere Application Server (Express) and IBM WebSphere Portal (Express).

(3) System security should include but not be limited to the following: Cryptography (encryption and digital signatures), Digital Certificates, Enterprise Identity Mapping, Intrusion Detection, IP Filtering and Network Address Translation, Network Authentication Service, Object Signing and Signature Verification, Secure Sockets Layer (SSL), Single Sign-on, Virtual Private Networking (VPN).

(4) The server must have the capability to manage multiple production workloads and consolidate additional operating system environments onto a single server.

Directions to the City Offices

The City of Pekin Administration building is located at 111 South Capital Street. Pekin, Illinois 61554. This building has direct access to Illinois Route 29.

The City office building is approximately one hour from the Central Illinois Regional Airport at Bloomington and 20 minutes from the Greater Peoria Regional Airport.