



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF JANUARY 10, 2005
5:30 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

Regular Council Meeting of December 13, 2004
Special Animal Control Public Input January 6, 2005
Special Informational Meeting West Campus Development December 6, 2004
Special Budget Work Session Meeting December 1, 2004

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Police, Tazewell County Animal Control, Finance, LADD, Inspections, Airport, Wastewater Treatment, Traffic Safety, Building Permits, and Projects Status
2. Proclamation: "Martin Luther King Jr. Day" January 17, 2005
3. Charitable Solicitation: Shade Memorial Youth Camp Tag Days April 15-17, 2005
4. Receive and File Insight Communications Price Adjustment and Programming Changes
5. Resolution No. 87-04/05 - Mayor's Appointment of Shirley Moore to the Pekin Housing Authority Board for a Five Year Term until January 14, 2010
6. Resolution No. 88-04/05 - Appointment of Gregory Ranney to the Regional Mass Transit Plan Steering Committee
7. Receive and File \$67,000.00 Recycling Grant
8. Receive and File Bids for Demolition and Removal of Two Grain Elevators opened 12/15/04
9. Receive and File Pekin Planning Commission Special Meeting Minutes Dated January 5, 2005
10. Receive and File Pekin Planning Commission Hearings and Recommendations:
 - a. #1646 – Recommends Approval of Special Use to obtain a Liquor license for the Dragon's Dome, LLC and Building Only located at 3401 Griffin Avenue, B-3 Zoning District.
 - b. #1647 – Recommends Approval of the Site Plan for the Dragon's Dome, LLC located at 3401 Griffin Avenue, B-3 Zoning District

VII. COMMUNICATIONS, PETITIONS, REPORTS

Police Foundation Presentation (TG)
Public Hearing PPUATS Long Range Transportation Plan (DK)
Report on Animal Control Public Input Meeting of January 6, 2005 (SB)

VIII. UNFINISHED BUSINESS

Ordinance No. 2400 – Amending the Code of the City of Pekin 1995 Title 6, Chapter 3
Regarding Animals

IX. NEW BUSINESS

1. Special Use to Obtain a Liquor License for the Dragon's Dome, LLC and Building Only located at 3401 Griffin Avenue, B-3 Zoning District. (JW)
2. Site Plan for the Dragon's Dome, LLC located at 3401 Griffin Avenue, B-3 Zoning District (JW)
3. Award Contract for Demolition and Removal of Two Grain Elevators (JW)
4. Ordinance No. 2404 – Authorizing a Lease to Tobin Brothers Development Corp. (DK)
5. Agreement with Fahnders Land Trust No. One (DK)
6. United Water Annual Fee Increase for Labor Cost (DK)
7. Illinois Department of Transportation Municipal Expenditure Statement (DK)
8. Resolution No. 89-04/05 – Appropriating Motor Fuel Tax Funds for Maintenance of Streets (DK)
9. Retirement Agreement Dan J. Bonnette (DK)
10. Authorization to Exercise Two Option Years with School District 108 for Transportation (GR)
11. Illinois River Country Participation (KU)
12. Ordinance No. 2405 - Agreement for Purchase of Real Estate 102 Cynthiana (KU)

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

XI. EXECUTIVE SESSION

Litigation ILCS 120/2 (c) 11.
Purchase of Real Estate ILCS 120/2 (c) 7.

XII. ADJOURNMENT

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBER OF THE CITY HALL
ON THURSDAY, JANUARY 6, 2005, AT 4:00 P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS MASSAGLIA, RICHMOND, MADDOX

ABSENT: JONES

Notice of a special meeting for Public Input on proposed Animal Control Ordinance was received by Council on January 4, 2005, and set by Council at the meeting of December 13, 2004.

Roll was called and all commissioners were present except Commissioner Jones.

Mayor Howard opened the meeting by setting the parameters by which persons could address the Council:

- Speakers were asked to give name and address
- Sign an attendee sheet
- Be limited to 2 minutes

The purpose of the meeting was stated by City Manager Dennis Kief. He explained people bitten by vicious dogs asked that their concerns be addressed. Staff reviewed the City Ordinances and presented a draft to Council. Staff made some suggested changes after receiving feedback from the public. Suggested changes were:

- Regulation of all animals other than dogs and cats would be by State Statute
- The number if any would be determined after input by Council
- As original intent ordinance written to control vicious dogs

Corporation Council Sue Bosich stated while working on the revisions she met with concerned people, veterinarians, when out and observed dog owners. She was present to listen and take notes of concerns and suggestions. Council members stressed as was the original intent, the ordinance was written to control vicious or dangerous dogs not punish responsible pet owners.

The following residents addressed the issue:

Garnet Meischner	1401 Janssen Street	Denny Vaughn	2102 Marigold Drive
Mary Matheny	104 South 13 th Street	James Lercher	409 Fairlane
Richard Reeves	439 South Apt. D	Kim Kelly	915 Ann Eliza
Mary Reeves	1413 South 14 th Street	Phil Walker	712 South 7 th Street
Dinah Layne	1400 South 13 th Street	Diana Williams	1600 Crescent Drive
Leia Springer	3141 Edgewater Drive	Jason Juchems	3001 Broadway
Melba Hall	202 Cottage Grove	Debbie Farris	946 Edgewater Drive
Kristy Buchanan	1312 Sheridan	Rebecca Wilson	324 Henrietta
Dennis Lambert	1416 Matilda Street	Connie Constable	1406 North 9 th Street
Veronica Lemons	2007 State Street	Keith Gleason	905 Bacon Street
Robert Howard	1510 North 10 th Street		

The following were comments, concerns or suggestions given:

- Limit dogs to 2 per household
- Opposed to limiting number
- If limited number of dogs is imposed allow addition numbers with special license fee
- Suggested after 3 bites the dog be euthanized
- Owners should be educated on training
- Make sure bites are reported
- Animals should be kept on leash
- Exclude Park District's Dog Training area from portions of the ordinance
- Veterinarians should be given authority to be able to determine if dog is vicious
- Use present Code to enforce running at large
- Draft does not address
- Suggest jail time for owners in violation
- Animal Control lacks enforcement directed to the Code title

Questions received included:

- 6-3-6 (5) – considered a nuisance if attacks when on the premises. Dogs are to protect homes. Resident opposed this regulation
- 6-3-9 – will a show dog not wearing the proper tag be impounded
- 6-3-14 – can a dog be in the front yard with an electric fence
- 6-3-11 (n) and 6-3-6 (5) need better definitions - not clear on persons on property for lawful purposes or trespassing

Diana Williams representing Postal Workers and a carrier that had been bitten read from a prepared statement. She thanked the City for addressing the concerns of vicious dogs expressed appreciation to Sue Bosich, and requested 6-3-7 section of the Code be revised.

In response to concerns of unresponsive calls for enforcement, Police Chief Tim Gillespie stated that the police respond if people are at risk and maybe referred to Animal Control if not.

No questions were received from the press.

No action was taken by Council. Mayor Howard thanked all who participated.

No other business to come before the Council a motion was made by Commissioner Richmond, seconded by Commissioner Massaglia that Council adjourns. On roll call vote, all present voted Aye.

MEETING ADJOURNED AT 5:45 P.M.

Sue E. McMillan
City Clerk

**MINUTES WILL BE AVAILABLE IN SEPARATE PACKETS
AND ON THE INTERNET**

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR DECEMBER 2004

Traffic Tickets	359
Warning Tickets	387
Offenses	406
Arrests	185
Parking tickets	445

Break down of Parking Tickets

Abandoned Vehicle	0
Fire Lane	5
No Parking Light	68
Handicapped	27
Improper Parking	59
Restricted Parking	248
No Parking Zone	25
Fire Hydrant	1
Bus Zone	0
Meter violation	12
TOTAL	445

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 1-1-05

Billing For Month of December

\$3,175.00

PEKIN CITY CLERK
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between December 1, 2004 and December 31, 2004

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Mooney	City	2301 WILLOW	12/14/2004	Dog	LAB	R	1	50059
	Hoyland	City	1215 BLACK	12/21/2004	Dog	LAB	R	1	50084
	Hoyland	City	PEKIN PARK	12/19/2004	Dog	TERR	R	4	50078
	Hoyland	City	# 5 DIRKSEN CT	12/17/2004	Other	RACCOON	E	0	50068
	Hoyland	City	3RD AND DERBY	12/9/2004	Dog	LAB	R	1	50046
	Hoyland	City	8TH AND ILLINOIS	12/6/2004	Dog	SHELTIE	A	17	50021
	Vogel	City	303 FAYETTE	12/24/2004	Dog	BEAGLE	E	5	50095
	Vogel	City	305 LINDEN	12/9/2004	Cat	DMH	E	1	50040
	Vogel	City	224 SUNRISE	12/1/2004	Dog	LAB X	E	9	50002
	Vogel	City	16TH AND ARTHUR	12/2/2004	Dog	SHEP X	R	0	50008
	Vogel	City	804 PRINCE ST	12/3/2004	Cat	DSH	E	0	50012
	Vogel	City	305 LINDEN	12/7/2004	Cat	DSH	E	1	50024
	Vogel	City	1707 FLORENCE	12/7/2004	Cat	DSH	E	1	50031
	Vogel	City	1110 N. 16TH ST	12/29/2004	Dog	PIT	R	1	50102
	Vogel	City	305 LINDEN	12/8/2004	Cat	DSH	E	2	50036
	Vogel	City	1105 PARK	12/1/2004	Dog	HAVANESE	R	0	50003
	Vogel	City	1901 N. 20TH	12/10/2004	Cat	DSH	REL	4	50047
	Vogel	City	13 TH AND ROYAL	12/21/2004	Dog	MIX	R	7	50082
	Vogel	City	13 TH AND ROYAL	12/21/2004	Dog	TERR X	R	7	50083

Total Dogs picked up in Pekin: 12

Total Cats picked up in Pekin: 6

Total Others picked up in Pekin: 1

Animal Counts Brought in by Individuals between December 1, 2004 and December 31, 2004

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	1401 JEFFERSON	12/29/2004	Cat	DLH	E	0	50099
	Individua	City	COURT ST	12/23/2004	Dog	TERR X	R	6	50093
	Owner R	City	19401 BENNETT	12/21/2004	Cat	DMH	E	1	50087
	Individua	City	COURT PLACE APT	12/21/2004	Cat	DSH	E	1	50085
	Individua	City	1905 CALIFORNIA RD	12/13/2004	Cat	DSH	E	0	50051
	Individua	City	17 OAKHILL	12/10/2004	Cat	DSH	E	3	50041
	Individua	City	14TH AND BROADWAY	12/9/2004	Dog	LAB	A	8	50039
	Owner R	City	301 WASHINGTON ST	12/7/2004	Cat	DMH	E	3	50025
	Individua	County	1200 BLK OF CARTER	12/6/2004	Cat	DSH	A	7	50017
	Owner R	City	1213 MARGARET	12/3/2004	Cat	DSH	REL	20	50011
	Individua	City	1512 ANNA RD	12/1/2004	Dog	GOLDEN RET	E	9	50001

Total Dogs picked up in Pekin: 3

Total Cats picked up in Pekin: 8

Total Others picked up in Pekin: 0



City of Pekin

Finance Department

TO: Mayor Howard,
Council Members: Jones, Maddox, Massaglia and Richmond
City Manager/Public Works Director: Denny Kief
City Clerk: Sue McMillan

FROM: Robert A. Reis, Sr., Finance Director/Treasurer

SUBJECT: November Revenues and Cash

DATE: December 23, 2004

CASH RESERVES (Attachment I)

I have revised the format that this information is presented. I now group the funds involved in the General Operations of the City or subsidized by the General Fund (General, Solid Waste, Airport, Economic Development, Payroll Imprest and Special Assessments) together. This is now available in j: J:\FINANCE\CASH\Ten Year - Monthly.XLS

As of November 30, 2004, the City's Cash Reserves available for General Operations were \$7.16 million, down \$25 thousand from October 31st but up \$2.11 million from last years \$5.05million. Subsidized reserves (City, School and Vehicle Maintenance funds were at \$344 thousand, down \$10 thousand from last month but up \$188 thousand from last year. Overall reserves were \$14.14 million, up approximately \$350 thousand from last month and \$3.9 million from last year.

The Sewage fund increased 181 thousand to \$939.4 thousand at November 30th. This is a million dollars over last year.

The TIF fund is currently at #339.8 thousand while the Solid Waste Fund, due to no funding source, is currently at almost one million dollars in the red (-\$936,182) at November 30, 2004.

Insurance reserves at the end of November were \$1.457 million, \$61 thousand over October. and \$107 thousand up from last year. The cash reserves for Health Insurance were \$1.2 million, up fifty-nine thousand from October and up \$141 thousand from last year.

REVENUES

Sales (Municipal and Home Rule) Tax revenue is at 4.8% for the current year, as compared to last year. Municipal And Local Motor Fuel taxes were all up compared to previous years for the same period, but are showing signs of weakening (State 2.8% and Local 18% for the year compared to last year, both dropping over the past several months.

EXPENDITURES

Overall expenses for the basic operations of the City, those within the General Fund are currently running at 53% of the annual budget through November (Seven Months – 58.3% of the fiscal year).

OUTLOOK

The Fed raised the prime again in November to 5% and again in December to 5.25%. Since May 1, 2004, the prime has gone up 1.25% to the highest rate since November, 2001. Additionally, the CPI will be approximately double last years 1.9%, currently with one month to go; it is at 3.6% for the year. Indications are that both will continue to increase at least in the short term.

Finally, subsequently we authorized \$350,000 for the purchase of the Nelson building in RWBP to protect the City's interest as well as authorizing \$500,000 to ECV-II. Both will affect the City's cash flow and reserves for the foreseeable future.

Respectfully,

cc: Department Heads

LADD Meeting December 16, 2004 Minutes

Members present: Orr, Wehr, and Wuellner. Also present: Peter Berrini

Bob called the public meeting to order at 3:30pm and the minutes from previous meeting were read and corrections noted..

Ken stated that the report has been filed with the court. Received bills from Cochran-Wilken, Southwind, and Ron Matthews.

Silt Prevention – Oatman has completed placing the riprap in the ditch. Due to the weather, they were unable to do the shaping and seeding. Bob will write a letter to the homeowners thanking them for the easement and giving a status report that will include the need to come back in and seed in the spring. He will also ask about future access for maintenance. Project used about twice as much rock as designed and the costs have gone up. Due to this, the shoreline improvements may not be accomplished with the grant money. It is felt that with the completion of the watershed analysis that another 319 grant might be obtained to complete this work. The commission members will walk the ditch tomorrow at 9AM.

Stilling Basin – Contractor has completed all work on the basin. They will have to come back and finish the grading and seeding when weather permits. Bob is still interested in getting a floating deflection baffle to direct floating debris to the corner where it can be easily removed. It was agreed to look at this problem to see how the new design affects the flow of this debris and then see what can be done to accomplish his request.

Dredging – Because of the weather, the dredging operations will be discontinued until next spring. Peter estimated that 15,000 CY of material still needs to be removed from Gingoteague. This change will affect the sale of silt and the selling back of the property. Bob will contact Dave Milam and Rick Evans about this change. The shutdown will allow for settling of the retention site and removal of water. Peter stated that there are still concerns being expressed by the IEPA representative and he will discuss them with the Springfield office. No word back from the homeowners' association on the sale of the pump and well. Bob working on the contract and easement for the well.

Shoreline Improvements – As stated above, this work is on hold until the funding issues have been resolved.

Watershed Plan Work – Will resume in a few weeks. Peter hopes to have the plan completed by June.

Peter to provide Bob with an update on all the work for a status report to the homeowners. No further business to come before the committee and meeting adjourned at 5:15pm.

Next meeting was set for January 18, 2005 at 3:30pm.

Follow up:

On December 17th, at 9AM, commission members walked up the ditch to inspect the work done. It was noted that no seeding had been done. It was discussed that this will need to take place as soon as possible in the spring and that the homeowners need to be made aware of this. It was also noted that a tree had recently fallen across the ditch that will need to be removed and this could be taken care of when the seeding is done. Seeding will also need to be done in the staging area.

From this location, the group went to the stilling basin. Work remaining there is basically leveling the ground and seeding inside the fenced area. There was debris in the end of the basin but with the new

cap, if was felt that cleaning this should no longer be a problem. It was recommended that the cap be painted with some type of non slip paint to allow someone to walk out on it to clean the basin.

Walk through inspection of the silt prevention projects completed at 10:30AM.

**LADD Meeting
November 18, 2004
Minutes**

Members present: Orr, Wehr, and Wuellner. Also present: Peter Berrini

Bob called the public meeting to order at 3:30pm and the minutes from previous meeting were read.

Ken reviewed the year end financial statements and the report that is required to be filed with the court. Report was approved and signed by all members.

A change order was received from Cochran-Wilken in the amount of \$10,000 for additional services rendered throughout the project and what is estimated to complete. A motion was made by Joe to accept the change order as not to exceed \$10,000. Motion was seconded by Ken and all voted aye.

Silt Prevention – Oatman has shaped the ditch and is installing the bedding gravel for the riprap. They plan to install the pipe extension next week and start placing the riprap. Project should be completed in three weeks. A letter was received from Richard Hayes regarding the seeding of the disturbed area. Peter stated that all disturbed areas will be seeded this year. Bob will respond to Mr. Hayes informing him of this.

Stilling Basin – Contractor has completed all cleanup work in the basin and is working on the cap. They will start the grading for the concrete work. There is a problem installing the new cap with the existing deflection baffle. This baffle reduces the amount of silt that gets into the lake during heavy rains and must be left in place. In addition, Bob would still like to see a floating deflection baffle to direct floating debris to the corner where it can be easily removed. It was agreed to look at this problem to see how the new design affects the flow of this debris and then see what can be done to accomplish his request.

Dredging – The work authorized for the additional dredging efforts in Cape Court to the Matthews was not successful. Southwind went back and did additional work for \$3,000 that included the cleanup on the outside of the stilling basin. Work in Sausalito Bay is complete and the sand area on southwest side was removed. Water level is 16 inches below pool level at this time and is being monitored daily by Bob. Bob asked Peter to verify that the three stakes have been removed. Retention site is looking good, water level at the maximum, & clarity is acceptable. Peter stated that at the present level of the pond, wind is causing clarity problems. In order to control silt returning to the lake, he is keeping the turbidity curtain in place. He also stated that he has given the IDNR the as-built drawings for the pond. Ken seeded the one area that was pointed out. It is still estimated that the work will be completed by mid December. The well has been shutdown. Bob will have Ron ask about the salvage value for the well. It was decided that the work to get the easement for the well will be handled by the LAHA. Bob will coordinate this with them.

Sale of Silt – Bob and Peter met with Dave Milam last week. Mr. Milam is still intending to sell the silt and is ready to get started.

Shoreline Improvements – Work will be scheduled for next year.

Engineering Investigative Work – Will be resumed once the dredging is completed.

No further business to come before the committee and meeting adjourned at 5:15pm.

Next meeting was set for December 16, 2004 at 3:30pm.

Inspection Meeting
December 15, 2004

Following are the minutes of the meeting with follow up comments if any (in red):

1. Mark R. – stated that he is still having problems closing out old permits. (This should have been corrected, take a look and see if the program has been changed.)
2. Larry S. – off on medical.
3. Juanita – stated that she is still looking through the various reports that are available in the program. Have been getting calls about garbage not being picked up. Appears that when large items are left at the curb, they are not getting picked up. When the owners call about it, they are told to call Inspections. (Will discuss this with them.) She will be off the last week of the year.
4. Jack S. – everything going fine.
5. Wayne W. – asked how he should contact assistance when problems occur during clean-ups. (Was told to call 911 if he ever needed back-up in these situations.) Mrs. Rose is back to collecting again, so we will clean and then issue a Notice to Appear.
6. Ron S. – stated that Larry is doing well and if all goes well he may be back to work in 3 weeks with limitations, in the meantime, Don Bailey will be covering plumbing inspections. Thanked everyone for pitching in and covering everything while he was at class for the week. He will be off the last week of the year to use vacation time. Asked about Larry's unused vacation. (Will discuss with Denny to see about getting it carried over.)
7. Joe W. – passed out new parking assignments that will be effective this coming Monday. Everyone should park in the new spots Friday afternoon. Asked Ron to call the asbestos inspector to get report on the Sours buildings. Continuing to work with the legal folks on various code revisions. Now looking into revising the sewer ordinance. Will find out what time the trial is on December 21st for Nance.

NOTE:

Next meeting January 5, 2005

City of Pekin
Airport Commission Meeting Minutes
December 8, 2004

Commissioners: Present - Peter Kalman, Charles Thomas, & Lillard Hedden

Attendees: Joe Wuellner, Murray Brian, Al Lurie, & Bruce Byerly

Chairman Kalman opened the meeting at 3:00pm.

Correspondence Received:

1. None.

Old Business:

1. Mr. Wuellner stated that the proposal from Jack Sandall had been signed and returned. Mr. Sandall will be providing the snow removal services again this year.
2. Covered the budget report. There are a couple of items that need to be reviewed.

New Business:

1. Board asked what items were covered under contractual. Mr. Wuellner reported that this item basically covers all work done by Byerly but will confirm all the items in that account.

No other business to discuss and meeting adjourned at 4:00PM.

Next meeting will be January 12, 2005 at 3pm.

United Water



United Water Services
606 South Front Street
P.O. Box 883
Pekin, Illinois 61555-0883
telephone 309-477-2333
facsimile 309-347-3298
e-mail djhughes@unitedwater.com

December 15, 2004

Mr. Dennis Kief
Public Works Director
City of Pekin, Illinois
111 South Capitol Street
Pekin, Illinois 61554

SUBJECT: November 2004 Monthly Summary

Dear Mr. Kief:

The monthly report is attached. Please contact Alice Ohrtmann (815-297-1166) or me if you have any questions, comments, or require additional information.

Sincerely,

Don Hughes
Project Manager

Cc:

Alice Ohrtmann
John Cheslik
File

Attachments: Pekin Wastewater Treatment Monthly Summary
DMR report for this reporting period

PEKIN WASTEWATER TRETMENT FACILITY MONTHLY SUMMARY FOR NOVEMBER 2004

Regulatory Compliance

Please find the monthly discharge monitoring reports attached. The monthly CBOD average was 7 mg/l and the Suspended Solids was 9 mg/l for the treatment plant effluent. The only excursions during this reporting period were for the minimum DO limit. The IEPA has asked that we only report readings at the plant discharge location and not use the river discharge point. Readings at the plant are usually always lower than the permit limit. Adding DO before the measuring point will be needed to meet this limit routinely.

Sludge Management

During this reporting period we processed 0.738 million gallons of sludge from the primary tanks and 2.786 million gallons of waste activated sludge across the belt thickener. There were 330,000 gallons of digested sludge drained from the digester during the month.

Safety

Two safety tailgate meetings were conducted during this reporting period. Fire extinguishers and first aid kits were inspected and replenished as needed. Hands-on fire extinguisher training was conducted on November 22nd. We are continuing to keep logs of visitors to the facility for security purposes. No safety issues were raised during this reporting period.

Personnel

Staff continues to work on improving work processes and skills. Two employee are planning to take the Class 1 exam in December. The new three year agreement with the Teamsters took effect on November 1st.

Process Control

We are using the MCRT, Sludge Volume Index, Settleometers, and Microscopic Exams for process control. The target MCRT for the three secondary processes is 7-8 days. Modifications to the plant will be needed to meet the minimum DO requirement routinely at the effluent sampler location. Installation of some air diffusers in the last pass of the chlorine contact chambers will be tried to see if the minimum DO can be maintained routinely. The IEPA will have to determine if this is a satisfactory method to meet the minimum DO limit.

Maintenance Management

The monthly work order summary for this reporting period is attached. We are continuing to emphasize preventive and predictive maintenance. The #3 blower was removed and sent to the manufacturer to be refurbished. The new walk door was installed in the blower building to provide safe access to all areas of the building.

Capital Improvements

The repair of the 64 digester leak was successful. Replacement of the block façade still needs to be done to finish the project. A new flow meter for the FBOP process and installation of a new VFD to operate one of the FBOP RAS pumps is needed.

Community Relations

Additional involvement is anticipated during the planning for the wastewater plant upgrade and needs assessment meetings.

Work Order Statistics
Pekin Wastewater Facility
11/01/2004-11/31/2004

WO Type	Received Wos	Completed Wos
CM	45	45
PM	40	40
RM	99	99
SAFETY	5	5
SUP	8	8
GRAND TOTAL	197	197

United Water



United Water Services
PWW TF
606 South Front Street
PO Box 883
Pekin, Illinois 61555-0883
telephone 309-477-2333
facsimile 309-347-3298
e-mail dhughes@unitedwater.com

December 10, 2004

Mr. Jay Balmer
State of Illinois
Environmental Protection Agency
Bureau of Water
Compliance Assurance Section, #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL. 62794-9276

SUBJECT: City of Pekin, IL
NPDES Permit # IL0034495
Monthly DMR reports for November 2004

Dear Mr. Balmer:

The purpose of this letter is to transmit the above subject DMR reports. The only excursions for this reporting period were for minimum DO. The limit is 6.0 mg/L and all results measured at the plant were less than the limit with the lowest reading being 4.5 mg/L. Measurements taken at the river when the discharge point was accessible measured at or above the 6.0 minimum limit. Installation of air diffusers in the discharge chamber of the chlorine contact tanks is being considered to provide for attainment of the minimum DO requirement.

If you have any questions or would like additional information, please call me at (309) 477-2333 at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Don Hughes".

Don Hughes
Project Manager

Cc Mr. Jim Kammeuller
Alice Ohrtmann
John Cheslik
A black rectangular redaction box covering a signature, with the name "Dennis Klot" visible in a lighter font within the box.
File

PERMITTEE NAME/ADDRESS:

Name Pekin STP #1, CITY OF
ADDRESS 111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) OCR0897

DISCHARGE MONITORING REPORT (DMR)

Treated Combined Sewage Outfall (OVER 8.7 MGD)

IL0034495
PERMIT NUMBER

002 0
DISCHARGE NUMBER

(SUBR 03)
F-FINAL

Form Approval. 12345

OMB No. 2040-004

Approval Expires 10-31-94

FACILITY: PEKIN STP #1, CITY OF
LOCATION: 606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD

FROM 04 | 11 | 01 TO 04 | 11 | 30
(20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

MAJOR
EFFLUENT

NO DISCHARGE ☐ ***

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
BOD, 5-DAY (20 DEG. C)	SAMPLE MEASUREMENT	*****	*****	26	*****	15	*****	19	NA	375	GR
00310 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	REPORT MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
PH	SAMPLE MEASUREMENT	*****	*****	****	7.20	*****	7.30	12	0	375	GR
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	****	6.0 MINIMUM	*****	9.0 MAXIMUM	SU		DLYWH DISCHR	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	*****	*****	26	*****	67	*****	19	NA	375	GR
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	REPORT MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	*****	*****	26	*****	1.85	*****	19	0	250	GR
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	2.0 MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
COLIFORM, FECAL GENERAL	SAMPLE MEASUREMENT	*****	*****		*****	*****	10	13	0	250	GR
74055 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	400 DAILY MX	#/100ML		DLYWH DISCHR	GRAB
FLOW, TOTAL	SAMPLE MEASUREMENT	*****	2.342	(3R)	*****	*****	*****		NA	375	GR
82220 1 0 1 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	Report Mo Total	MGAL	*****	*****	*****	*****		DAILY	CONTIN
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME / TITLE PRINCIPAL EXECUTIVE OFFICER

Donald J. Hughes / Project Manager

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF PRINCIPAL EXECUTIVE
OFFICER OR AUTHORIZED AGENT

TELEPHONE

309-477-2333

AREA CODE NUMBER

DATE

04 | 12 | 10

YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS

NUMBER OF DAYS OF DISCHARGE: 4

(Reference all attachments here)

E.R.

Forms by WindowChem(707)864-0845,p/n11090,v5.01/4/1/96

PERMITTEE NAME/ADDRESS:

Name PEKIN STP #1, CITY OF
ADDRESS:111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)OCR0897

DISCHARGE MONITORING REPORT (DMR)

IL0034495
PERMIT NUMBER

INF L
DISCHARGE NUMBER

INFLUENT MONITORING

(SUBR 03)

Form Approval. 12345

OMB No. 2040-004

F-FINAL

Approval Expires 10-31-94

FACILITY: PEKIN STP #1, CITY OF
LOCATION:606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD			
FROM	04	11	01
TO	04	11	30
	(20-21)(22-23)(24-25)		
	(26-27) (28 (30-31)		

MAJOR

INFLUE No Discharge ☐

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
BOD, 5-DAY (20 DEG. C) 00310 G 0 0 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	*****	*****	26	*****	183	*****	19	NA	260	CP
	PERMIT REQUIREMENT	*****	*****	LBS/DY	*****	REPORT MO AVG	*****	MG/L		5 DAYS WEEK	COMPO
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	*****	*****	26	*****	201	*****	19	NA	260	CP
	PERMIT REQUIREMENT	*****	*****	LBS/DY	*****	REPORT MO AVG	*****	MG/L		5 DAYS WEEK	COMPO
FLOW, IN CONDUIT OR THU TREATMENT PLANT 50050 G 0 1 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	3.54	5.86	03	*****	*****	*****		NA	105	RT
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	*****	*****	*****	****		CONTINUOUS	RCOTOT
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME / TITLE PRINCIPAL EXECUTIVE OFFICER

Donald J. Hughes / Project Manager

TYPED OR PRINTED

CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF PRINCIPAL EXECUTIVE

OFFICER OR AUTHORIZED AGENT

TELEPHONE

309-477-2333

AREA CODE NUMBER

DATE

04 | 12 | 10

YEAR MO DAY

Forms by WindowChem(707)864-0845;p/n11090;v5.01;4/1/96

COMMENT AND EXPLANATION OF ANY VIOLATIONS

(Reference all attachments here)

E.R.

PERMITTEE NAME/ADDRESS:

Name Pekin STP #1, CITY OF
ADDRESS 111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)OCR0897

DISCHARGE MONITORING REPORT (DMR)

IL0034495
PERMIT NUMBER

001 0
DISCHARGE NUMBER

STP OUTFALL

(SUBR 03)
F-FINAL

Form Approval. 12345
OMB No. 2040-004
Approval Expires 10-31-94

FACILITY: PEKIN STP #1, CITY OF
LOCATION: 606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD
FROM 04 | 11 | 01 TO 04 | 11 | 30
(20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

MAJOR
EFFLUENT

NO DISCHARGE ☐ ***

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE	
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT				
OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	4.5	*****	*****	19	20	260	GR	
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	6.0 MINIMUM	*****	*****	MG/L		5 DAYS WEEK	GRAB	
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	*****	7.2	*****	7.7	12	0	260	GR	
	PERMIT REQUIREMENT	*****	*****	*****	6.0 MINIMUM	*****	9.0 MAXIMUM	SU		5 DAYS WEEK	GRAB	
SOLIDS, TOTAL SUSPENDED 00530 1 0 2 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	283	346	26	*****	9	11	19	0	260	CP	
	PERMIT REQUIREMENT	1814 MO AVG	3265 WKLY AVG	LBS/DAY	*****	25 MO AVG	45 WKLY AVG	MG/L		5DAYS WEEK	COMPO	
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	320	26	*****	*****	7.5	19	0	260	CP	
	PERMIT REQUIREMENT	*****	1995 DAILY MX	LBS/DAY	*****	*****	24.5 DAILY MX	MG/L		5DAYS WEEK	COMPO	
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	3.77	7.12	03	*****	*****	*****		NA	105	RT	
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	*****	*****	*****	*****		CONTIN UOUS	RCOTOT	
CHLORINE, TOTAL RESIDUAL 50060 1 0 1 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	*****	*****	NA	19	NA	500	GR	
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	*****	0.75 DAILY MX	MG/L		CLRNT N	GRAB	
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	220	346	26	*****	7	11	19	0	260	CP	
	PERMIT REQUIREMENT	1451 MO AVG	2902 WKLY AVG	LBS/DAY	*****	20 MO AVG	40 WKLY MX	MG/L		5DAYS WEEK	COMPO	
NAME / TITLE PRINCIPAL EXECUTIVE OFFICER		I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.							TELEPHONE		DATE	
Donald J. Hughes / Project Manager									309-477-2333		04 12 10	
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT							AREA CODE NUMBER		YEAR MO DAY	

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
DMF LOAD LIMITS DISPLAYED. All DO readings taken at the plant were below the 6.0 minimum. All DO readings at river discharge were above limit but not reported. Effluent flow is an estimate due to a bad flow measuring device. E.R.

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
CSO DISCHARGE MONITORING REPORT (DMR)**

MONITORING PERIOD: 11 / 04
MONTH YEAR

NO CSO DISCHARGES OCCURRED: ☐

NAME: <u>PERKIN, ILLINOIS</u>			PERMIT NUMBER: <u>IL 0034495</u>		
ADDRESS:					
CITY: <u>PERKIN</u>		STATE: <u>IL</u>		ZIP CODE: <u>61554</u>	TELEPHONE: <u>(309) 477-2333</u>
RAIN EVENT START DATE:	ESTIMATED DURATION OF EVENT (IN HOURS):	ESTIMATED AMOUNT OF RAINFALL (IN INCHES):	CSO OUTFALLS THAT DISCHARGED:		ESTIMATED DURATION OF CSO DISCHARGE (IN HOURS):
			OUTFALL NUMBER:	OUTFALL DESCRIPTION:	
<u>11/1</u>	<u>9.0</u>	<u>1.6</u>	<u>002</u>	<u>TREATED COMBINED SEWAGE OUTFALL</u>	<u>8.5</u>
			<u>003</u>	<u>STATE STREET LIFT STATION</u>	<u>4.2</u>
			<u>004</u>	<u>CAROLINE STREET OVERFLOW</u>	<u>1.8</u>
			<u>005</u>	<u>COURT STREET OVERFLOW</u>	<u>2.5</u>
			<u>006</u>	<u>FAYETTE STREET OVERFLOW</u>	<u>0/5</u>
<u>11/3-4</u>	<u>3.5</u>	<u>0.8</u>	<u>002</u>	<u>SAME AS ABOVE</u>	<u>3.2</u>
			<u>003</u>	<u>" " "</u>	<u>3.0</u>
			<u>004</u>	<u>" " "</u>	<u>0</u>
			<u>005</u>	<u>" " "</u>	<u>0.6</u>
			<u>006</u>	<u>" " "</u>	<u>1.2</u>
<u>11/18</u>	<u>3.0</u>	<u>0.4</u>	<u>002</u>	<u>SAME AS ABOVE</u>	<u>0</u>
			<u>003</u>	<u>" " "</u>	<u>0</u>
			<u>004</u>	<u>" " "</u>	<u>0</u>
			<u>005</u>	<u>" " "</u>	<u>0</u>
			<u>006</u>	<u>" " "</u>	<u>0</u>
<u>11/25-26</u>	<u>5.5</u>	<u>6"-8" SNOW</u>	<u>002</u>	<u>SAME AS ABOVE</u>	<u>0</u>
			<u>003</u>	<u>" " "</u>	<u>0</u>
			<u>004</u>	<u>" " "</u>	<u>0</u>
			<u>005</u>	<u>" " "</u>	<u>0</u>
			<u>006</u>	<u>" " "</u>	<u>0</u>

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER <u>DONALD J. HUGHES</u> <u>PROJECT MANAGER</u> TYPED OR PRINTED	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 U.S.C. § 1001 AND 33 U.S.C. § 1319. (Penalties under these statutes may include fines up to \$10,000 and/or maximum imprisonment of between 6 months and 5 years.)	 SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	DATE <u>12</u> <u>10</u> <u>04</u> MO DAY YEAR		

This Agency is authorized to require this information under Illinois Revised Statutes, 1991, Chapter 111 ½, Section 1039. Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
CSO DISCHARGE MONITORING REPORT (DMR)**

MONITORING PERIOD: 11 / 04
MONTH YEAR

NO CSO DISCHARGES OCCURRED: ☐

NAME: <u>PEKIN, ILLINOIS</u>			PERMIT NUMBER: <u>IL 003 4495</u>		
ADDRESS:					
CITY: <u>PEKIN</u>		STATE: <u>IL</u>		ZIP CODE: <u>61554</u> TELEPHONE: <u>(309) 477-2333</u>	
RAIN EVENT START DATE:	ESTIMATED DURATION OF EVENT (IN HOURS):	ESTIMATED AMOUNT OF RAINFALL (IN INCHES):	CSO OUTFALLS THAT DISCHARGED:		ESTIMATED DURATION OF CSO DISCHARGE (IN HOURS):
			OUTFALL NUMBER:	OUTFALL DESCRIPTION:	
<u>11/27</u>	<u>3.0</u>	<u>0.4</u>	<u>002</u>	<u>TREATED COMBINED SEWAGE OUTFALL</u>	<u>7.3</u>
			<u>003</u>	<u>STATE STREET LIFT STATION</u>	<u>0</u>
			<u>004</u>	<u>CAROLINE STREET OVERFLOW</u>	<u>0</u>
			<u>005</u>	<u>COURT STREET OVERFLOW</u>	<u>0</u>
			<u>006</u>	<u>FAYETTE STREET OVERFLOW</u>	<u>0</u>
<u>11/29</u>	<u>1.5</u>	<u>0.2</u>	<u>002</u>	<u>SAME AS ABOVE</u>	<u>0</u>
			<u>003</u>	<u>" " "</u>	<u>0</u>
			<u>004</u>	<u>" " "</u>	<u>0</u>
			<u>005</u>	<u>" " "</u>	<u>0</u>
			<u>006</u>	<u>" " "</u>	<u>0</u>
<u>11/30</u>	<u>3.0</u>	<u>0.3</u>	<u>002</u>	<u>SAME AS ABOVE</u>	<u>0</u>
			<u>003</u>	<u>" " "</u>	<u>0</u>
			<u>004</u>	<u>" " "</u>	<u>0</u>
			<u>005</u>	<u>" " "</u>	<u>0</u>
			<u>006</u>	<u>" " "</u>	<u>0</u>

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER <u>DONALD J HUGHES</u> <u>PROJECT MANAGER</u> TYPED OR PRINTED	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT. SEE 18 USC § 1001 AND 33 USC § 1319. (Penalties under these statutes may include fines up to \$10,000 and/or maximum imprisonment of between 6 months and 5 years.)	 SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	DATE 12 10 04 MO DAY YEAR		

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CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
DECEMBER 10, 2004
8:30 A.M. RESCHEDULED MEETING
CONFERENCE ROOM 240

PRESENT: Chairman Harvey Richmond, Denny Kief, Joe Wuellner, Tim Gillespie, Chuck Lauss, Will Taylor, and David Pagliaro

Chair requested that committee address item 2 under New Business in consideration of residents who where in attendance.

2) *Royal Avenue east of 14th Street parking Congestion*

Committee was informed of previous discussions with the Park District on possible solutions to ease congestion of cars parking on Royal to utilize the park. Bus drivers were also educated to unload in parking lots. Joe and Dave reported that they had measured the area for possible diagonal parking change. Repaving was estimated at \$30,000. Dave checking into grant applications but process is slow. Jerry and Jo Heilignstein and Glen Slabaugh of 1701 Royal addressed the committee on their concerns that residents were unable to backout of their driveways and that student were speeding through the Park as a short cut to 14th Street. The residents requested that gravel be placed on the shoulder to widen the street in order to accommodate parked vehicles.

DECISION: Committee to continue seeking means of hard surfacing parking lane.
Harvey to keep residents informed.

ACTION: Dave to place counters on royal Avenue

Next the committee was requested to consider item 3 under Unfinished Business.

3) *Reconsider Maywood Stops/Report of Videoed Church Traffic Pattern*

Tom Maher and Mike Ranney addressed the committee regarding residents concerns. They told the committee they submitted a signed petition as requested and that it was disregarded. Committee felt video documented that residents did not have a valid argument for replacing signs. Tom and Mike left the meeting.

The committee then discussed that concerns were now a speeding issue.

DECISION: Motion was then made by Denny, seconded by Chuck to put back stops at Maywood headed west but to leave Redwood stop.

ACTION: Police to monitor with radar on Redwood

UNFINISHED BUSINESS

1) *Parking Restriction on Cul-De-Sacs/Fire Apparatus Turn Radius*

Chuck reported he had submitted turning radii of 3 aerial trucks and the distance of the 98 cul-de-sacs at the last meeting. The fire apparatus was taken out and majority of the turns were tight with parking. The department will continue to evaluate. Snow plows not an issue because of snow ban.

ACTION: Continue discussion in January.

2) *Visibility Issue Spruce Tree Holiday Hills*

Dave reported that the tree was cut down to allow view on Independence.

ACTION: Completed

4) History of Accidents at Jerome and Lake

The following accident report was submitted:

Jerome @ Loretta	2002-1	2003-1	2004-1
Jerome @ Lake	2002-0	2003-0	2004-2

All other intersections 0 accidents last 3 years

DECISION: No issue

ACTION: Completed

NEW BUSINESS:

1) Request for No Parking on Highwood from Summit to Powers

Discussion was held on the concerns that it is difficult to turn off Highwood when there are parked cars at Sunset School start and dismissal. The request would only eliminate 3 parking spaces.

ACTION: Will to monitor at 2:40 p.m. dismissals and report back

3) Speed Limit at 45 mph on Veterans Drive

Tim told committee he had received complaints when drivers are ticketed for over 45 mph that the limit is low to make money. Discussion followed on the county roads being 55mph, the difficulty in reducing speed at Menards and the "egg on face" if limit is increased to 55mph and dropped again once more development is completed to Broadway. The limit was originally set because of lack of lighting and the frequency of deer crossing.

DECISION: Leave at 45 mph

4) Request for Stop Sign or Yield at 13th and South Streets

Yield already exist

ACTION: No additional sign needed. Dave to contact Barb Arrowsmith 353-2818

5) Request to Reconsider 2 Hour Parking in 500 Block of South 7th Street

Committee felt if 2 hour parking is removed Post Office workers would use spaces which would defeat the purpose of the request for parking for residents.

ACTION: Harvey to contact Liz DeSchepper 346-4934

Denny recommended members attend West Campus Project meeting in order to be familiar with proposed traffic pattern of the development.

No changes need to be made to present Snow Storm/Snow Routes Ordinance.

Meeting adjourned at 9:35 a.m.

Memo

To: Commissioners

From: Joseph W. Wuellner, Public Works Director

CC: Ron Sieh, Juanita VanBuskirk, Dennis Kief, & Sue McMillan

Date: January 5, 2005

Re: Building Permits

Commissioners,

On November 1, 2004, the Inspections Department switched over to a new building permits program. In doing so, it was discovered that the way permits are entered produces reports in a format different than we have given you in the past. The attached sheets are the current reports for the months of November and December.

You will notice from the report that the groups are determined by permit types. Because of this format, it is not possible to pull out the individual permit costs that make up the total fee amount. This means that the fee amounts for the permit for a "Residential One/Two Family" will include all the permits necessary for the construction of that home. There is no breakdown as to how much was building or electrical or sewer as was possible in the past.

There is one additional report that is available that will list all the individual permits issued for the month that can be run should you like to see those. These reports are about 20 to 25 pages in length.

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

Thanks,

Joe


Inspection Meeting
January 5, 2005

Following are the minutes of the meeting with follow up comments if any (in red):

1. Mark – stated that he is still working with the electrical contractor at SHOPKO on the drawings and permits.
2. Jack – everything going fine.
3. Juanita – stated that next year the letters reminding everyone that their licenses are due for renewal will go out the beginning of November. There is an issue with the City of Peoria requiring copies of ours before they will issue theirs to these contractors. Thanked everyone that help fill in while she was off.
4. Larry – still off due to hip surgery.
5. Ron S. – stated that starting on Monday the 10th, everyone will work on putting in permits from 8 to 9 every morning. Stated that there were too many left over from last week and everyone should be able to put them in. Acknowledged that there are still some issues with the program but that they are being worked on. Said the new program is easier to work with but that everyone needed to work on it on a regular basis and this would include some permits at noon also. Stated that a request for a final inspection still has not been requested for the dome. Concern is that it was stated that it would be open for walking on Thursday. Has been working with Mark on the SHOPKO remodel and the major problem now is the electrical. It is now to the point where their permit will be doubled since they have been working for two weeks without having turned in drawings or pulling a permit.
6. Wayne – stated that he got a second call from a commissioner to inspect 1608 Caroline again. Stated that he has been there once and did not find anything in violation, but will go again.
7. Joe W. – updated everyone on the city projects that would be starting within the next month or so and stated that Andy would be watching these. Went over the most recent problems with the program and what was sent to ADA for corrections.

NOTE:

Next meeting January 19, 2005

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 1

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
NUMBERS-						
FEE AMT-						
EST. VALUE-						
NUMBERS-						
FEE AMT-						
EST. VALUE-						
NUMBERS-	131	110	81			
FEE AMT-						
EST. VALUE-						
NUMBERS-						
FEE AMT-						
EST. VALUE-						
NUMBERS-						
FEE AMT-						
EST. VALUE-						
NUMBERS-						
FEE AMT-						
EST. VALUE-						
R3 RESIDENTIAL ONE/TWO FAMILY						
NUMBERS-	3	2				
FEE AMT-	185.00	7,566.00				
EST. VALUE-						

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 2

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
R3 RESIDENTIAL ONE/TWO FAMILY						
NUMBERS-					6	
FEE AMT-					5,273.50	
EST. VALUE-					144,000	

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 3

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
R2 MULTI-FAMILY						
NUMBERS-	2					
FEE AMT-	290.00					
EST. VALUE-						

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 4

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
R2 MULTI-FAMILY						
NUMBERS-				5	2	
FEE AMT-				4,713.00	2,189.80	
EST. VALUE-						

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 5

CONSTRUCTION TYPE

AUGUST
2004

SEPTEMBER
2004

OCTOBER
2004

NOVEMBER
2004

DECEMBER
2004

JANUARY
2005

B BUSINESS
NUMBERS-
FEE AMT-
EST. VALUE-

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 6

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
B BUSINESS						
NUMBERS-			1	2	4	
FEE AMT-			119.00	2,440.00	3,030.60	
EST. VALUE-			28,000	2,000	735,200	

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 7

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
ROOM ADDITION/ALTERATION						
NUMBERS-			1			
FEE AMT-			53.82			
EST. VALUE-						

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 8

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
ROOM ADDITION/ALTERATION						
NUMBERS-			1	12	5	5
FEE AMT-			53.82	812.00	372.77	919.00
EST. VALUE-				4,120,000	33,923	107,000
GARAGE						
NUMBERS-					2	1
FEE AMT-					220.32	96.00
EST. VALUE-					29,440	10,000
FENCE						
NUMBERS-				9	3	
FEE AMT-				289.14	60.00	
EST. VALUE-				74,913	6,000	
SHED						
NUMBERS-				4		
FEE AMT-				125.52		
EST. VALUE-				2,000		
BUSINESS ALT/ADD						
NUMBERS-				5	3	1
FEE AMT-				1,178.61	1,095.00	71.00
EST. VALUE-				130,336	330,000	12,000
DEMOLITION COMMERCIAL						
NUMBERS-				1		
FEE AMT-				75.00		
EST. VALUE-						
ELECT REPAIR/REPLACE						
NUMBERS-			1	15	12	
FEE AMT-			31.00	650.00	535.00	
EST. VALUE-				16,900	3,000	
ELECTRIC BUSINESS						
NUMBERS-				6	3	1
FEE AMT-				343.10	155.00	43.00
EST. VALUE-				21,800	8,334	1,000
HVAC REPAIR/REPLACE						
NUMBERS-	1			21	17	7
FEE AMT-	40.00			40,540.00	540.00	200.00
EST. VALUE-	5,000			44,197	36,665	6,800
HVAC BUSINESS						
NUMBERS-				3	6	2
FEE AMT-				498.00	1,221.00	160.00
EST. VALUE-				27,800	76,900	12,500
NUMBERS-				2		
FEE AMT-				60.00		
EST. VALUE-				5,400		

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 9

CONSTRUCTION TYPE

AUGUST
2004

SEPTEMBER
2004

OCTOBER
2004

NOVEMBER
2004

DECEMBER
2004

JANUARY
2005

PLUMBING REPAIR/REPLACE
NUMBERS-
FEE AMT-
EST. VALUE-

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 10

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
PLUMBING REPAIR/REPLACE						
NUMBERS-				9	16	4
FEE AMT-				24,329.00	941.00	55.00
EST. VALUE-				6,000		3,500
SEWER REPAIR/REPLACE						
NUMBERS-				6	13	
FEE AMT-				5,674.00	3,105.00	
EST. VALUE-						
SIGNS						
NUMBERS-				3	2	
FEE AMT-				92.00	199.60	
EST. VALUE-				6,000	44,800	
TEMPORARY SIGNS						
NUMBERS-					1	
FEE AMT-					20.00	
EST. VALUE-						

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 11

CONSTRUCTION TYPE

AUGUST
2004

SEPTEMBER
2004

OCTOBER
2004

NOVEMBER
2004

DECEMBER
2004

JANUARY
2005

HUD PROJECTS

NUMBERS-

FEE AMT-

EST. VALUE-

1

1/05/05

RECAP OF BUILDING PERMITS ACTIVITY FOR THE LAST SIX MONTHS
BY ISSUE DATE/CONSTRUCTION TYPE

PAGE 12

CONSTRUCTION TYPE	AUGUST 2004	SEPTEMBER 2004	OCTOBER 2004	NOVEMBER 2004	DECEMBER 2004	JANUARY 2005
HUD PROJECTS						
NUMBERS-				1	1	
FEE AMT-						
EST. VALUE-						
ENTERPRISE ZONE						
NUMBERS-					4	
FEE AMT-					95.05	
EST. VALUE-					382,775	
TOTAL NUMBERS-	137	112	86	104	100	21
TOTAL FEE AMT-	515.00	7,566.00	257.64	81,819.37	19,053.64	1,544.00
TOTAL EST. VALUE-	5,000		28,000	4,457,346	1,831,037	152,800

City of Pekin
Project Status Report

Project	Status	Remarks	Contact
Veterans Dr. – Commercial Dr. to Route 29	Preliminary Design	Phase 1 Study Complete. IDS underway for Route 29 intersection. Negotiating with property owners. Waiting on Federal/State \$.	Denny
Veterans Dr. – Broadway to 474	Preliminary Design	Phase 1 Underway including Interchange Justification at 474	Denny
Pekin Dragon Dome	Construction	Grand opening held 1-5-05. Punchlist items remain in the building and completion of paving and landscape.	Joe
Riverfront Park	Design	Design complete and project out for bids.	Joe
Street Maintenance 2005	Planning	Plan for this year being compiled by Street Supervisor.	Dave P.
Lake Arlann Dredging	Suspended	Dredging lake suspended for the winter. All silt prevention projects completed.	Joe
Pekin Lake	Planning	Northern unit at HQ for review and approval. Southern unit has been reviewed.	Joe
Brick Streets	Construction	Will resume in the spring.	Dave P.
Broadway Widening	Planning	Working with County (Lead Agency) 2008 Construction	Denny
Broadway @ Parkway	Awaiting Funds	Intersection upgrade. IDS complete. Awaiting additional funding	Joe
Forest Dr. @ Court St.	Awaiting Funds	Intersection Design Study Complete. Awaiting Funding	Joe
14 th @ Park Avenue	Design Study	Design being re-evaluated . 2006 Construction	Joe
Waste Water Treatment Plant	Preliminary Design	Mandated CSO Assessment Study Underway	Denny
IL Bio-Diesel Plant	Planning	Going through EDFAP application process.	Joe
First Baptist Extension	Bid	Addition to existing building for offices.	Ron
Pekin Church of God 1010 El Camino Dr.	Construction	New Church Building.	Ron
Hickory Hills 4	Construction	Starting houses.	Ron
Deerfield 3	Construction	Building houses.	Ron
Marigold 9A	Construction	Building houses.	Ron
Marigold 10	Design/Bid	Construction drawings received.	Ron
Marigold 11	Design/Bid	Construction drawings received.	Ron
Lutticken's Cove	Construction	Building houses	Ron
Lutticken's Villas	Construction	Building houses	Ron
Lutticken's Cove 3	Planning	Rezoning of third section denied by Planning Commission again.	Ron
Lake Whitehurst	Construction	Building houses	Ron

City of Pekin
Project Status Report

Project	Status	Remarks	Contact
Lake Kennedy 2	Construction	Building houses	Ron
Sunset Hills 30/31/32	Construction	Building houses	Ron
Apartment Complex – Edgewater Dr & Lakeshore	Construction	Construction has begun.	Ron
Sierra Drive	Construction	Curbs and sewers installed for 4 lots.	Ron
Old City Salt Building	Construction	Remodel old salt bldg for Fastenal Business	Ron
Continental Carbonics	Construction	Addition to existing facility.	Ron
Heilig-Meyers Bldg	Construction	Remodeling building for new tenants.	Ron
Strip Plaza – Super WalMart	Construction	Building erected. Build outs started. One for The Game Stop and the other for Radio Shack	Ron
Benassi Roofing	Construction	Extending existing building. 5th & Market	Ron
East Court Village (Mall)	Construction	Demolition and rebuild ongoing.	Ron
East Court Village North (Shopko)	Construction	Interior remodeling underway.	Ron
Pekin Hospital	Construction	Remodel OB/Gyn and Nursery areas	Ron
Goody's	Construction	Drawings received and work to start.	Ron
Steak N Shake Relocation	Bid	Drawings received for relocating Steak N Shake to lot in front of Shopko	Ron
Menard's Remodel	Construction	Work beginning on addition of mezzanine	Ron
DRA Const. Office	Construction	Starting interior work of their office on Ann Eliza	Ron
Sears	Complete	Grand opening held November 13, 2004.	Ron
Hearing Aid Company	Complete	Business open in the old Wisteria Store on Court St.	Ron
East Court Village Outlot E	Construction	Work has begun on new strip mall in parking lot behind Culvers	Ron
Aaron Rent to Own	Complete	Rental center open.	Ron
Firestone	Complete	Scheduled to open January 9, 2005.	Ron
West Campus	Planning	Working with developers on conversion of old high school building.	Ron
Parkway Area Storm Sewer Study	Planning	Proposal from Clark Eng accepted. Research of existing drawings ongoing.	Joe

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service; and

WHEREAS, citizens of Illinois and across the country honor Dr. King's legacy each year in January; and

WHEREAS, Dr. King recognized that everybody can be great because everybody can serve, and, during his lifetime, encouraged all Americans to serve their neighbors and their communities; and

WHEREAS, Martin Luther King Day focuses on bringing people together and breaking down the barriers that have divided us as a nation; and

WHEREAS, thousands of Illinois residents will commemorate the significance of Martin Luther King Day by performing community service that benefits communities and neighborhoods, and provides a fitting memorial to the life of Dr. Martin Luther King, Jr.

NOW, THEREFORE, BE IT RESOLVED that I, LYN HOWARD, Mayor, City of Pekin, Illinois, do hereby proclaim Monday, January 17, 2005, as

"DR. MARTIN LUTHER KING JR. DAY"

in the City of Pekin, Tazewell County, Illinois, urge citizens to recognize it as a day of service throughout Illinois, as well as a day to honor this profound and influential civil rights leader.

ADOPTED, this 10th day of January, in the Year of Our Lord, Two Thousand and Five.

LYN HOWARD
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

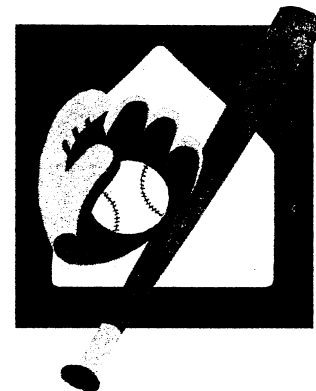
Shade Memorial Youth Camp, Inc.

PO Box 1027

Pekin, IL 61554

Shade Phone: (309) 353-5554

Pekin Union Mission Phone: (309) 346-0724



January 3, 2005

City of Pekin
111 S. Capitol St.
Pekin, IL 61554
Attn: Sue McMillan

Mayor Howard,

I am requesting permission to hold the Shade Memorial Youth Camp Tag Day April 15, 16, & 17, 2005. We hope that these dates will be open and available. This Tag Day will allow us to raise funds for our program and to continue our work for the youth of Pekin and the surrounding area.

Thank you for your consideration and assistance.

Sincerely,

A handwritten signature in cursive script that reads "Scott Lange".

Scott Lange
Executive Director



December 10, 2004

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

received
12/14/04-DK

1/10/05 Consent
Rogers

Dear City Manager Kief,

In our continuing effort to keep you informed, I am writing today to inform you of some network initiated brand and programming changes. On December 1, 2004, **Bravo HD** became **Universal HD**. Programming content has changed significantly with the addition of shows such as *Battlestar Galactic*, *Law and Order SUV*, *Monk* and movies such as *Erin Brokovich* and sports. This move was initiated by the network.

Beginning Monday, January 10, 2005, Discovery Wings will become **The Military Channel**. **Military Channel's** primary focus is on personal stories, technology, history and military strategy. The network's goal is to offer in-depth illumination of the "how" and "what" of the military, not the "why".

As always, we appreciate the opportunity to serve the Pekin area residents. If you have any questions about this change or any other aspect of our service, please do not hesitate to contact our District Vice President, John Niebur at 686-2612 or myself at 309-342-9203.

Sincerely,

Kim Sheetz
Public & Government Affairs Manager
Insight Communications

Peoria District Public & Government Affairs

Kim Sheetz - Manager

*Serving the communities of and near Peoria, Pekin, Morton, Bloomington/Normal,
Galesburg, Monmouth & Knoxville, IL*

1970 N. Henderson St. ♦ Galesburg, IL ♦ 61401
309.342-9203 ♦ Fax 309. 344-5173 ♦ sheetz.k@insight-com.com



INSIGHT
COMMUNICATIONS

received
12/23/05 - DJ

1/10/05
Council Consent
Agenda

December 21, 2004

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

Dear City Manager Kief,

I am writing today to inform you that Insight Communications will be implementing a price adjustment to our Classic service effective February 1, 2005. This adjustment is largely attributable to increases in our programming fees and other operating costs. Insight continues to add to our product offerings and video services to ensure that our Pekin/Morton area customers receive the highest quality and state of the art services.

The change will be as follows:

	<u>Current</u>	<u>New Price</u>
Basic	\$13.60	\$ 13.60
Classic	\$ 28.35	\$ 29.35
Digital Tuner	\$ 7.95	\$ 7.95
DVR Tuner	\$ 12.95	\$ 12.95
Digital Paks (each)	\$ 5.00	\$ 5.00
High Speed Internet	\$ 44.95	\$ 44.95

Insight will notify customers of the increase during our late December/early January billing cycle.

As always, we at Insight appreciate the opportunity to serve the residents of the Pekin/Morton area. We remain committed to providing the best entertainment value available in the marketplace today, including the highest caliber of programming options, the most reliable picture quality and committed, local customer service. Please do not hesitate to contact me at 686-2612 if should you have any questions regarding this pricing change.

Sincerely,

John Niebur
District Vice President
Insight Communications

3517 North Dries Lane

Peoria, IL 61604

309 • 686 • 2600 MAIN

309 • 688 • 9828 FAX

An Equal Opportunity Employer

RESOLUTION No. 87-04/05

PEKIN, ILLINOIS, January 10, 19 2005

RESOLUTION BY COMMISSIONER _____

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

the Mayor's appointment of Shirley Moore to the Pekin Housing Authority Board,
for a five year term until January 14, 2010, be approved.

205 Park Ridge Lane

346-7996

SIGNED BY _____

MAYOR.

RESOLUTION No. 88-04/05

PEKIN, ILLINOIS, January 10, 192005

RESOLUTION BY COMMISSIONER _____

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

the appointment of Gregory Ranney as representative to the Regional Mass Transit Plan Steering
Committee be approved.

SIGNED BY _____

MAYOR.



TRI-COUNTY REGIONAL PLANNING COMMISSION

1ST VICE CHAIRMAN
Robert E. Huschen
Woodford County Board

TREASURER
Sharon Kennedy
Peoria County Board

CHAIRMAN
George W. Murray
Village of Peoria Heights

EXECUTIVE DIRECTOR
Terry D. Kohlbus

2ND VICE CHAIRMAN
Joyce M. Antonini
Tazewell County Board

SECRETARY
Caroline F. Schertz
Woodford County Board

received
12/21/04-DK

December 20, 2004

Mr. Dennis Kief
City of Pekin
111 South Capital
Pekin, Illinois 61554

Dear Mr. Kief:

On behalf of the Illinois River Valley Council of Governments and CityLink, I would like the City of Pekin to appoint a representative to the Regional Mass Transit Plan Steering Committee. In our effort to help ensure strong community and public involvement, the City of Pekin's participation and representation is essential to this planning process.

The Illinois River Valley Council of Governments (IRVCOG), in equal partnership with CityLink, is leading this important initiative and will be providing guidance and direction for the aforementioned steering committee. The Steering Committee will provide a vital role in overseeing the technical and policy components of the study and will help set specific direction for the study scope and possible implementation.

The IRVCOG and CityLink decided that the composition on this committee will be:

Steering Committee

- A representative of the IRVCOG Board
- A representative from CityLink
- A representative of rural transportation providers (i.e. We Care)
- A representative from PPUATS
- A representative from Pekin
- Several representatives from unserved communities (i.e. Chillicothe, Washington, Morton)
- A representative from Woodford County
- A representative from IDOT
- A representative from the TCRPC Board

*I would recommend
that the City
Council "appoint"
Greg Runey as the
City's representative
at the 1/10/05
City Council meeting.
Denny*

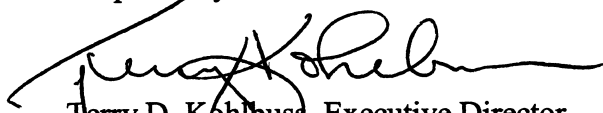
We also expect to organize a Citizens/Advisory Committee to gather input and generate support for the project. Groups that may participate on the Citizens/Advisory Committee include:

Advisory Committee

- Community groups such as senior citizens centers
- ICC
- Area Chambers of Commerce
- Workforce Development
- Hospitals
- The Community Workshop and Training Center
- Other communities not represented on the Steering Committee
- City of Peoria
- Rural Peoria County Council on Aging
- Peoria County Board
- Organizations serving the handicapped
- CityLift
- East Peoria Transit District

Please feel free to contact me with any questions you may have. Your service would be greatly appreciated by both of our organizations.

Respectfully



Terry D. Kohlbus, Executive Director
Tri-County Regional Planning Commission

BID TABULATIONS

JOB DESCRIPTION AND LOCATION:

DEMOLITION AND REMOVAL OF TWO GRAIN ELEVATORS

OPENING DATE: 12/15/04

WALK THROUGH 12/1/04

BID OPENING: 10:00 A.M.

CONTRACTOR NAME	BID BOND OR BANK CASHIER'S CHECK	BASE BID DEMO 2 GRAIN ELEVATORS	Alternate 1 LOWERING EXISTING SITE	Alternate 2 REMOVAL ADM BARGE LOADING STRUCTURE	Alternate 3 REMOVAL SOURS BARGE LOADING	Alternate 4 REMOVAL SOURS BARGE LOADING LEAVING	CALENDAR DAYS TO COMPLETE 180 DAYS
N.E. FINCH	BOND	499,000 (585,500)	11,500	28,000	27,000	20,000	
DEM/EX,	CASHIER CHECK	488,500 (608,000)	52,500	21,000	19,500	26,500	
RIVER CITY DEMOLITION	CASHIER CHECK	606,310 (686,273)	8,121	23,506	27,609	20,727	

ESTIMATE: \$625,000

ESTIMATED BY Joe Wuellner

Pekin Planning Commission Minutes
Special Meeting
January 5, 2005

Present:

Michele Holder
Steve Huey
Ralph Brower
Doug Payne
Bob Schroeder
Ron Knautz
Jim Bradshaw
Don Hild

Absent:

Dick Jost

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

Chairman Michele Holder led the Pledge of Allegiance.

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

Applications and Hearings:

Application #1: Dragon's Dome, LLC

Hearing #1: Mary Jo Lewellen, Dragon's Dome, LLC, 3401 Griffin Avenue, B-3 Zoning District, Special Use to obtain a Liquor License

Open Public Hearing: 5:33PM

Bill Griffin, Dragon's Dome, LLC, Investor was present to answer questions.

Close Public Hearing: 5:34PM

Steve Huey, Special Use Committee stated there was not enough time or information for review by the committee.

Chairman Michelle Holder opened discussion to the commission.

AMENDED MOTION by Steve Huey, seconded by Doug Payne to recommend approval of the Special Use be granted with the restriction of no alcohol being served at a youth activity or event where the participants are 17 years of age and under. On roll call vote, two present voted **AYE**, five present voted **NAYE**, one present **ABSTAINED**. **AMENDED MOTION DISAPPROVED.**

MOTION by Ralph Brower, seconded by Bob Schroeder to recommend approval of the Special Use for the Dome and Building Only to the Pekin City Council. On roll call vote, six present voted **AYE**, two present voted **NAYE**. **MOTION APPROVED.**

Discussion was held. It was to the understanding of Steve Huey that this venue would service tournaments primarily for youth events. Steve also shared a concern from a citizen that stated Youth sporting events are volatile enough with parents, pouring Alcohol on top of these events is probably not prudent. Bill

Griffin responded

that most of the tournaments held for the youth are regulated by ASA (Amateur Softball Association), it is mandated that no alcohol be served at these tournaments. Other events would be regulated by the Dome. Doug Payne stated the concern of alcohol being served at the Baseball diamonds and the ordinance of 100 feet from churches or buildings. Bill Griffin stated there was at least 2,000 feet from the church. Questions concerning what this Special Use covered. Ron Sieh stated this Special Use only covers the Dome and current Building. The Ball diamonds will have a separate address and will require a separate request. Chairman Michelle Holder called for the vote on the Amended Motion followed by the Original Motion.

Don Hild, Site Plan Review Committee turned the revue over to the Commission.

MOTION by Bob Schroeder, seconded by Ralph Brower to recommend approval of the Site Plan to the Pekin City Council. On roll call vote, six present voted **AYE**, one present voted **NAYE**. **MOTION APPROVED.**

Chairman Michelle Holder recommended the petitioner attend the City Council meeting on January 10, 2004 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Meeting adjourned at 6:35pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Special Pekin Planning Commission Meeting
City Council Chambers
111 S. Capitol Street, 2nd Level
January 5, 2005
5:30 P.M.

pledge of Allegiance

. Roll Call

I. Applications & Hearings

Application #1: Dragon's Dome, LLC

Hearing #1: Mary Jo Lewellen, Dragon's Dome, LLC, 3401 Griffin Avenue, B-3
Zoning District, Special Use to obtain a Liquor License

Open Public Hearing:

Close Public Hearing:

Review Special Use: Steve Huey, Chairman

Review Site Plan: Don Hild, Chairman

Janita VanBuskirk, Secretary
Pekin Planning Commission

ORDINANCE NO. 2400

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 3
OF THE CODE OF THE CITY OF
PEKIN 1995 ON ANIMALS**

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 has determined that it is in the best interest of the City to amend the City Code regarding animal care and control; and

WHEREAS, 510 ILCS 5/1 et seq. has set forth state standards and parameters respecting animals; and

WHEREAS, the City Council finds that regulation of animals is necessary and advisable to protect the public and public order.

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

1. That Title 6, Chapter 3, be amended by deleting the existing chapters in their entirety, and inserting the language on Exhibit "A" attached hereto and incorporated herein by this reference.

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

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

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage 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 _____, 2005; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

McMillan, Sue

From: Kief, Denny
Sent: Wednesday, January 05, 2005 11:56 AM
To: Commissioners
Cc: McMillan, Sue; Gillespie, Tim; City's Attorney
Subject: Animal Ordinance

I apologize for not getting you the current "work in progress" version of the Animal Ordinance earlier. After receiving an extensive amount of feedback from the public as well as from some of you, the ordinance has continued to evolve. We are still receiving input making this a real work in progress. I am sure we will receive even more input at Thursday night's meeting. The ordinance is not up for adoption Thursday night, just to receive input on.

The major "suggested" changes are:

- 1) Regulation of all animals other than dogs and cats would be by State Statute, the City would not be more restrictive.
- 2) The number (if any) of dogs and cats will be determined by the vote of the City Council
- 3) As was the original intent, this ordinance is written to control the viscous or dangerous dogs (or cats?)

Chief Gillespie, Sue Bosich and I met with 2 newspaper representatives yesterday in an effort to get the word out that we are not looking limit the number of goldfish, etc. Again I apologize for not getting you a copy of this work in progress earlier. Hard copies will also be placed in your boxes here at City Hall.



New Animal
Ordinance.doc

1/6/05

CHAPTER 3 ANIMALS

SECTION:

- 6-3-1: Definitions
- 6-3-2: Purpose
- 6-3-3: Penalty
- 6-3-4: Impoundment Procedures
- 6-3-5: Interference
- 6-3-6: Noise, Odor, Nuisance, etc.
- 6-3-7: Keeping of Dogs and Cats
- 6-3-8: Fighting or Baiting
- 6-3-9: License Tags
- 6-3-10: Dangerous Dog or Cat
- 6-3-11: Vicious Dog or Cat
- 6-3-12: Rabies Inoculation
- 6-3-13: Dogs or Cats in Heat
- 6-3-14: Yard Requirements
- 6-3-15: Animals at Large Prohibited
- 6-3-16: Procedures Following Animal Bite of Any Person
- 6-3-17: Beekeeping
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6-3-1: DEFINITIONS:

Administrator means a veterinarian licensed by the State of Illinois and appointed pursuant to the Animal Control Act, or his duly authorized representative.

Adult dog or cat means a dog or cat four (4) months of age or older.

Animal means every living creature, other than man, which may be affected by rabies.

Animal Control Act means the state statute found at 510 ILCS 5/1 et seq.

Animal Control Warden means any person appointed by the Administrator and approved by the Board to perform the duties set forth in the Animal Control Act.

Board means the county board in each county.

Cat means all members of the family Felidae.

Confined means restriction of an animal at all times by the owner, or his agent, to an

escape-proof building, house, or other enclosure away from other animals and the public.

Dangerous Dog or Cat means any individual dog/cat when unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of physical injury or death to a person or a companion animal in a public place or on private property other than that of the owner or custodian.

Dog means all members of the family Canidae.

Enclosure means a fence that is buried at least twelve inches (12") to eighteen inches (18") below ground level or other structure of at least six feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog or dangerous dog in conjunction with other measures which may be taken by the owner or keeper, such as tethering of a vicious dog within the enclosure. Such enclosure shall feature a concrete pad, be securely enclosed and locked and designed with secure sides, top and bottom and shall be designed to prevent the animal from escaping from the enclosure in any manner. If the enclosure is a room within a residence, the door must be locked. A vicious dog or cat may be allowed to move about freely within the entire residence if it is muzzled at all times.

Has Been Bitten means has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced, and further includes contact of saliva with any break or abrasion of the skin.

Hearing Officer means the Mayor or his designee.

Impoundment means taken into the custody of the public animal control facility in the city, town, or county where the animal is found.

Leash means a cord, chain, rope, strap or other such physical restraint, not to exceed four (4) feet in length when used for a dangerous or vicious dog/cat, and not exceeding ten (10) feet when used for any other animal, and having a minimum tensile strength of not less than three hundred (300) pounds.

Mature rabbit means a rabbit six (6) months of age or older.

Muzzle means a device constructed of strong, soft material or a metal muzzle designed to prevent a dog or cat from biting any person or animal. The muzzle must be made in a manner which will not cause injury to the dog or cat or interfere with its vision or respiration, but must prevent it from biting any person or animal.

Owner means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his care, or acts as its custodian.

Person means any individual, firm, corporation, partnership, association or legal entity, any public or private institution, or any other business unit.

Physical Injury means the impairment of physical condition.

Redemption Fee means costs incurred when impounding an animal, which include the handling and processing of the animal's entry and exit into the animal shelter. This fee shall not include boarding, medical or transportation costs incurred by the shelter in keeping such animal.

Residential area means those areas of districts within the corporate limits of the city included in the general zoning classification of R (residential).

Run Line means a system of tying a dog in place with either a rope or chain having a minimum tensile strength of not less than three hundred (300) pounds and not

exceeding ten (10) feet in length. The rope or chain must be securely fastened to a permanent, nonmovable object and prevent the dog from climbing, digging, jumping or otherwise escaping under its own volition.

Serious Physical Injury means a physical injury that creates a substantial risk of death or that causes death, serious or protracted disfigurement, protracted impairment of health, impairment of the function of any bodily organ, or plastic surgery.

Vicious Dog or Cat means any individual dog/cat that, when unprovoked, inflicts bites or attacks a human being or other animal either on public or private property; any individual dog/cat with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals; any individual dog/cat that has a trait or characteristic and has a generally known reputation for viciousness, dangerousness or unprovoked attacks upon human beings or other animals, unless handled in a particular manner or with special equipment; any individual dog/cat which attacks a human being or domestic animal; and any individual dog/cat which has been found to be a dangerous dog/cat upon two (2) separate occasions.

Wild animal means any animal as defined by the Animal Control Act [510 ILCS 5/1 et seq.]

6-3-2: PURPOSE:

The purpose of this chapter is to protect and promote the public health, safety and general welfare of such city by establishing requirements for the effective control of animals. This chapter is in addition to, and does not preempt, the Animal Control Act [510 ILCS 5/1 et seq.].

6-3-3: PENALTY:

(a) Upon a finding of guilt, the owner or keeper of any animal shall be liable for all damages that may accrue to any other person by reason of any such animal pursuing, chasing, wounding or killing any animal belonging to such other person, provided, however, that no owner or keeper of any animal shall be liable for any damage caused by such animal having rabies or other similar disease unknown to such owner or keeper.

(b) If an animal, without provocation, attacks or injures any person who is peaceably conducting himself/herself in any place where he/she may lawfully be, the owner or keeper of such animal shall be liable in damages to the person so attacked or injured to the full amount of the injury sustained after a finding by the court of such violation of this Chapter.

(c) Upon a finding of guilt, the owner or keeper of any animal which damages or destroys any public or private property shall be held liable for the full value of the property damaged or destroyed.

(d) Any person found guilty of violating, disobeying, neglecting or refusing to comply with, or resisting enforcement of this chapter shall, upon finding thereof, be fined not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars

(\$750.00), and for each subsequent offense, such person shall be fined not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00); and such person shall be deemed guilty of a separate offense for each and every day during which said violation continues.

(e) Upon a finding by the Court of that there has been a violation of, or a disobeying, neglecting or refusing to comply with, or resisting enforcement of sections 6-3-8, 6-3-10 or 6-3-11 of this chapter, such Court shall:

- (1) Impose a fine of not less than two hundred dollars (\$200.00) for each offense; and/or,
- (2) Order to have the animal in violation impounded; and/or,
- (3) Order the animal in question to be humanely dispatched.

(f) Additionally, any person found guilty of violating this chapter shall pay all expenses, including shelter, food, veterinary expenses, and other expenses necessitated by the seizure of the dog for the protection of the public, and such other expenses as may be required for the humane dispatch of any such dog pursuant to the Humane Euthanasia in Animal Shelters Act.

(g) The penalties provided for in this section shall not be construed as precluding each other or any other penalties and costs provided elsewhere in this chapter.

(h) Any person refusing to redeem an animal that has been impounded shall be prohibited from obtaining any license and/or registration for any other animal until such person pays all fees due on previously owned impounded animals.

(i) If any subsection, sentence, clause or phrase of section 6-3-3 is, for any reason, found to be unconstitutional or invalid by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.

6-3-4: IMPOUNDMENT PROCEDURES:

A. Impounding: It shall be the duty of any Animal Control Warden under contract with the City to take up all dogs and cats running at large, vicious dogs and cats and dangerous dogs and cats and impound said dogs and cats in such places as may be provided.

B. Redemption of Impounded Dog or Cat:

1. Any person seeking to redeem any impounded animal shall pay a fee of Ten (\$10.00) Dollars if the animal is vaccinated and registered, or a fee of Fifteen (\$15.00) Dollars if the animal is not vaccinated and registered, plus a reasonable maintenance charge for boarding said animal to the animal control office, and in addition, a fee of Fifty (\$50.00) Dollars to the City Clerk plus rabies fees if required. If the owner of the animal does not redeem said animal within five (5) days after notice by mail, or otherwise, to said owner of the 2. No dog or cat shall be released for adoption from any animal pound or shelter without being spayed or neutered and tagged, or without a written agreement from the adopter, secured by cash deposit, guaranteeing that such animal will be spayed or neutered and tagged within a reasonable period of time.

3. Any person refusing to redeem an animal that has been impounded shall be prohibited from obtaining any license and/or registration for any other animal until such person pays all fees due on previously owned impounded animals.

6-3-5: INTERFERENCE:

It shall be a violation of this chapter to interfere with the Animal Control Warden or a Police Officer in the performance of his duties. Any person found guilty of such interference shall be fined not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00), and for each subsequent offense, such person shall be fined not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00); and such person shall be deemed guilty of a separate offense for each and every day during which said violation continues.

6-3-6: NOISE, ODOR, NUISANCE, ETC:

No person shall keep or maintain any animal, poultry or fowl in such a manner as to cause inconvenience or disturbance to other persons by reason of noise, odor, nuisance or other cause. An animal is considered a nuisance when said animal:

- (1) damages real or personal property other than the owner's;
- (2) causes unsanitary, dangerous or unreasonably offensive conditions;
- (3) causes a disturbance by excessive barking, caterwauling or other noisemaking;
- (4) chases vehicles;
- (5) chases, molests, attacks, bites, interferes with or physically intimidates any person while on or off the premises of the owner;
- (6) chases, molests, attacks, bites, or interferes with other animals while off the premises of the owner.

Such animals are declared to be a nuisance, and may be impounded by the Animal Control Warden and may be redeemed only by paying the appropriate fees and fines. If the nuisance continues or is habitual, and upon finding by the Court as to the continuing or habitual nuisance, the Court may order that the owner of said animal or animals reduce the number of dogs/cats on the property or that the animal or animals in question be humanely dispatched.

6-3-7: KEEPING OF DOGS AND CATS:

No person shall keep or maintain more adult dogs and/or adult cats on or about his/her place of residence than can be reasonably cared for without causing a nuisance.

6-3-8: FIGHTING OR BAITING:

No person shall fight or bait, conspire to fight or bait, or keep, train, or transport for the purpose of fighting or baiting, any dog. No person shall own or harbor any dog for the purpose of dog fighting, or train, torment, badger, bait or use any dog for the purpose of causing or encouraging said dog to attack human beings or domestic animals without provocation.

6-3-9: LICENSE TAGS:

(a) Whenever any license tag is lost, the owner shall receive a duplicate license tag from the Animal Control Warden after paying a fee of Three (\$3.00) Dollars; provided, however, that if said dog has been impounded for not displaying a license and the license tag was lost or taken, the owner shall receive a duplicate license tag only after compliance with this chapter, in addition to the duplicate license fee provided herein.

(b) Whenever the ownership of a dog or cat shall change, the new owner shall notify the Animal Control Warden. If the animal has a current license tag, no cost is incurred for notifying the Animal Control Warden of change of ownership. However, if the animal requires a license tag, or the new owner desires a new license tag, a fee of Three (\$3.00) Dollars is required, whereupon the Animal Control Warden shall accordingly change the record of ownership of said dog.

(c) All licenses for all dangerous and vicious dogs/cats hereunder shall expire at the end of the fiscal year of the city. Licenses issued after November 1 may be for a sum equal to one-half the annual license fee; provided, however, that no license shall be issued for any amount less than one-half the annual license fee.

(d) It shall be unlawful for any person to place any license tag on any dog other than the dog for which such tag was issued.

(e) License tags are to be affixed to collar.

(1) The owner of a dog shall provide the dog with a collar or harness made of leather, metal or other substantial material to which shall be securely fastened the proper license tag and also a tag issued by the state rabies inspector, deputy inspector or any licensed veterinarian showing that such dog has been vaccinated against rabies during the current or immediately preceding year.

(2) A dog found within the city not wearing the proper collar and tags shall be impounded.

(3) Any owner not providing such collar and tags shall be subject to the

penalties specified in this chapter.

(4) It shall be unlawful for any person not authorized by the owner to remove or take away any dog collar, city license tag or rabies vaccination tag from any dog; provided, however, this section shall not apply to any governmental official in the exercise of his duties.

6-3-10: DANGEROUS DOG OR CAT:

(a) Dangerous Dog/Cat means any individual dog or cat when unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of physical injury or death to a person or a companion animal in a public place or on private property other than that of the owner or custodian. An Animal Control Warden, or any adult person may request, under oath, that a dog/cat be classified as a dangerous dog/cat by submitting a sworn, written complaint on a form approved by the Animal Control Warden. Within three (3) days of receipt of such complaint, the Animal Control Warden shall notify the owner of the dog/cat that a complaint has been filed and that an investigation into the allegations as set forth in the complaint will be conducted. The owner of the dog/cat shall not dispose of the dog/cat in any manner during an active investigation.

(b) At the conclusion of the investigation, which will be no longer than one week, the Animal Control Warden may:

- (1) Determine that the dog/cat is not dangerous and, if the dog/cat is impounded, waive any impoundment fees incurred and release the dog/cat to its owner; or
- (2) Determine that the dog/cat is dangerous and, if the dog/cat is impounded, release the dog/cat to the owner after the owner has paid all fees incurred for the impoundment. If all impoundment fees have not been paid within fifteen (15) business days after a final determination and notification that a dog/cat is dangerous, the officer may cause the dog/cat to be humanely dispatched pursuant to the Humane Euthanasia in Animal Shelters Act.

(c) Within five (5) business days after declaring a dog/cat dangerous, the Animal Control Warden shall notify the owner of the dog's/cat's designation as a dangerous dog/cat, and of the requirements and conditions for keeping the dog/cat, as set forth herein. The notice shall inform the dog/cat owner that he may request, in writing, a hearing to contest the finding and designation within fifteen (15) business days after delivery of the dangerous dog/cat designation notice.

(d) The Hearing Officer or his designee shall hold a hearing within fifteen (15) days after receiving the dog/cat owner's written request for such a hearing. The Hearing Officer or his designee shall provide notice of the date, time and location of the hearing to the dog/cat owner and to the complainant by regular mail. The hearing shall be conducted informally and shall remain open to the public. At the hearing, the owner shall have the opportunity to present evidence to explain why the dog/cat should not be declared a dangerous dog/cat. The owner shall have the right to be represented by legal counsel at the owner's expense. The officer who made the initial determination that the dog/cat is dangerous, and any other persons having knowledge of the facts and circumstances,

may be heard by the Hearing Officer or his designee and shall be subject to cross examination by the owner or the owner's attorney. The Hearing Officer or his designee shall decide all issues for or against the owner of the dog/cat regardless of whether the owner appears at the hearing. Criteria to be considered in a hearing required by this section shall include, but not be limited to, the following:

- (1) Provocation;
- (2) Severity of attack or injury to a person or domestic animal;
- (3) Previous aggressive history of the dog/cat;
- (4) Observable behavior of the dog/cat;
- (5) Site and circumstances of the incident;
- (6) Statements from interested parties;
- (7) Any medical records; and,
- (8) Veterinary medical records or behavioral records.

(e) A determination at a hearing that the dog/cat is in fact a dangerous dog/cat as defined herein shall subject the dog/cat and its owner to the provisions of this section.

(f) Failure of the dog/cat owner to request a hearing shall result in the dog/cat being finally declared a dangerous dog/cat and shall subject the dog/cat and its owner to the provisions of this section.

(g) If the Hearing Officer or his designee determines that a dog/cat is dangerous at the conclusion of a hearing conducted under section 6-3-10(d), that decision shall be final unless the dog/cat owner appeals to a court of competent jurisdiction for any remedies that may be available within thirty-five (35) days after receiving notice that the dog/cat has been finally declared dangerous.

(h) It shall be unlawful for any person to keep or maintain any dog/cat which has been found to be a dangerous dog/cat unless the person meets the following requirements within two (2) weeks of final finding:

(1) Registration of dangerous dogs/cat. The owner shall register a dangerous dog/cat within two weeks of the dog/cat being declared dangerous unless a hearing has been requested, during which time these requirements are stayed. The dog/cat must be registered by April 1 of each year thereafter. The dog/cat shall be registered with the city clerk. The cost of each registration shall be two hundred dollars (\$200.00).

(2) Insurance. The owner of a dangerous dog/cat shall present to the City Clerk proof that he/she has procured liability insurance or a surety bond in the amount of not less than fifty thousand dollars (\$50,000.00) covering any damage or injury that may be caused by such dangerous dog/cat. The policy shall contain a provision requiring that the city be notified immediately by the agent issuing the policy in the event that the insurance policy is canceled, terminated or expires. The liability insurance or surety bond shall be obtained prior to the issuing of a permit to keep a dangerous dog/cat. The dog/cat owner shall sign a statement attesting that he/she shall maintain and not voluntarily cancel the liability insurance policy during a twelve (12) month period for which a permit is sought,

unless he ceases to own or keep the dog/cat prior to the expiration date of the permit.

(3) Permanent identification. Each dangerous dog/cat shall be injected by the Animal Control Warden or a qualified veterinarian, unless already so identified, with a microchip to permanently identify the dog/cat, at the expense of the owner.

(4) Transfer of ownership. The owner of a dangerous dog/cat shall not transfer ownership of such animal to any other person without first providing the City Clerk and the Animal Control Warden with the name and address of the new owner.

(5) Spaying or Neutering: If deemed dangerous, the owner shall be ordered to have the dog/cat spayed or neutered within 14 days at the owner's expense.

(6) Evaluation: On a final determination that a dog/cat is deemed dangerous, the Hearing Officer or his designee may order that the dog/cat undergo an evaluation by a certified behaviorist or other recognized specialist in this field, and subsequently complete treatment or training deemed appropriate by the expert. Such costs associated with the above evaluation and treatment/training to be the responsibility of the owner of the dog/cat.

(7) Muzzle: On a final determination that a dog/cat is deemed dangerous, the Hearing Officer or his designee may order that the dog/cat be muzzled whenever it is on public premises in a manner that will prevent it from biting any person or animal, but that shall not injure the dog/cat or interfere with its vision or respiration.

(i) No person shall permit any dangerous dog/cat to leave the premises of its owner when not under control by leash no longer than four (4) feet in length by an adult eighteen (18) years of age or older or within an enclosed vehicle.

(j) The owner of any dog/cat found to be dangerous shall maintain such animal in such a manner as to prevent its coming in contact with any person not residing with the owner.

(k) Failure to comply with this section or if the owner of the dog/cat has not appealed the impoundment order to the circuit court within fifteen (15) working days, the dog/cat may be humanely dispatched pursuant to the Human Euthanasia in Animal Shelters Act .

(l) Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard, police-owned dogs, or animals trained to the same standards for show purposes are exempt from this Section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this Section, each such dog shall be currently inoculated against rabies in accordance with Section 6-3-12 of this Act and performing duties as expected. It shall be the duty of the owner of the exempted dog to notify the Animal Control Warden of changes of address. In the case of a sentry or guard dog, the owners shall keep the Animal Control Warden advised of the location where such dog will be stationed.

State law references: Vicious dogs; dangerous dogs and dangerous animals, 510 ILCS

5/15.

6-3-11: VICIOUS DOG OR CAT:

- (a) A vicious dog/cat means any dog/cat found to be a dangerous dog/cat by the Animal Control Warden or the Hearing Officer or his designee on two (2) separate occasions, or a dog/cat whose attack is of such a savage nature as to cause serious physical injury, thereby rendering it vicious on its first attack, and shall be reported to the Animal Control Warden as such.
- (b) Any individual dog/cat that, when unprovoked, inflicts bites or attacks a human being or other animal either on public or private property.
- (c) Any individual dog/cat with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals.
- (d) Any individual dog/cat that has a trait or characteristic and a generally known reputation for viciousness, dangerousness or unprovoked attacks upon human beings or other animals, unless handled in a particular manner or with special equipment.
- (e) Any individual dog/cat which attacks a human being or domestic animal without provocation.
- (f) An Animal Control Warden or any adult person may request under oath that a dog/cat be classified as vicious by submitting a sworn, written complaint on a form approved by the Animal Control Warden. Within three (3) days upon receipt of such complaint, the Animal Control Warden shall notify the owner of the dog/cat that a complaint has been filed and that an investigation into the allegations as set forth in the complaint will be conducted.
- (g) At the conclusion of an investigation, the Animal Control Warden may:
 - (1) Determine that the dog/cat is not vicious and, if the dog/cat is impounded, waive any impoundment fees incurred and release the dog/cat to its owner; or
 - (2) Determine that the dog/cat is vicious and, if the dog/cat is impounded, release the dog/cat to the owner after the owner has paid all fees incurred for the impoundment. If all impoundment fees have not been paid within fifteen (15) business days after a final determination that a dog/cat is vicious, the warden may cause the dog/cat to be humanely dispatched pursuant to the Humane Euthanasia in Animal Shelters Act.
- (h) Within five (5) business days after declaring a dog/cat vicious, the Animal Control Warden shall give written notice by certified mail, to the dog's/cat's owner of the dog's/cat's designation as vicious. The notice shall inform the owner that he may request, in writing, a hearing to contest the finding and designation within fifteen (15) business days after delivery of the vicious dog/cat designation notice.
- (i) The Hearing Officer or his designee shall hold a hearing within fifteen (15)

business days after receiving the dog/cat owner's request for such a hearing. The Hearing Officer or his designee shall provide notice of the date, time and location of the hearing by regular mail to the dog/cat owner and the complainant.

(j) The hearing shall be conducted informally and shall remain open to the public. At the hearing, the owner shall have the opportunity to present evidence why the dog/cat should not be declared a vicious dog/cat. The owner shall have the right to be represented by legal counsel at the owner's expense. The officer who made the initial determination that the dog/cat is vicious, and any other person having knowledge of the facts and circumstances, may be heard by the Hearing Officer or his designee and shall be subject to cross examination by the owner or the owner's attorney. The Hearing Officer or his designee shall decide all issues for or against the owner of the dog/cat regardless of whether the owner appears at the hearing. Criteria to be considered in a hearing required by this section shall include but not be limited to the following:

- (1) Provocation;
- (2) Severity of attack or injury to a person or domestic animal;
- (3) Previous aggressive history of the dog/cat;
- (4) Observable behavior of the dog/cat;
- (5) Site and circumstances of the incident;
- (6) Statements from interested parties;
- (7) Any medical records; and,
- (8) Veterinary medical records or behavioral records.

(k) If the Hearing Officer or his designee determines that a dog/cat is vicious at the conclusion of a hearing conducted under section 6-3-11(j), that decision shall be final unless the dog/cat owner appeals to a court of competent jurisdiction for any remedies that may be available within thirty-five (35) days after receiving notice that the dog/cat has been finally declared dangerous.

(l) It shall be unlawful for any person to keep or maintain any dog/cat which has been found to be a vicious dog/cat unless the person meets the following requirements within ten days of final finding:

- (1) Registration of vicious dogs/cats. The owner shall register a vicious dog/cat within two weeks of the dog being declared vicious. The dog/cat must be registered by April 1 of each year thereafter. The dog/cat shall be registered with the City Clerk. The cost of each registration shall be two hundred fifty dollars (\$250.00).
- (2) Insurance. The owner of a vicious dog/cat shall present to the City Clerk proof that he/she has procured liability insurance or a surety bond in the amount of not less than one hundred thousand dollars (\$100,000.00) covering any damage or injury that may be caused by such vicious dog/cat. The policy shall contain a provision requiring that the city be notified immediately by the agent issuing the policy in the event that the insurance policy is canceled, terminated or expires. The liability insurance or surety bond shall be obtained prior to the issuing of a permit to keep a

vicious dog/cat. The dog/cat owner shall sign a statement attesting that he shall maintain and not voluntarily cancel the liability insurance policy during a twelve (12) month period for which a permit is sought, unless he ceases to own or keep the dog/cat prior to the expiration date of the permit.

(3) Permanent identification. Each vicious dog/cat shall be injected by the Animal Control Warden or qualified veterinarian, unless already so identified, with a microchip to permanently identify the dog/cat, at the expense of the owner.

(4) Transfer of ownership. No owner or keeper of a vicious dog/cat shall sell or give away a vicious dog/cat.

(5) Enclosure. No person shall own, keep or maintain a vicious dog/cat in an exterior area unless such dog/cat is at all times kept in a enclosed structure constructed and maintained in accordance with this section, except that a vicious dog/cat may be confined outside of a enclosed structure in a manner set forth in subsection (L)(8) herein. A dog/cat found to be a vicious dog/cat shall not be released to the owner until the Animal Control Warden and the Pekin Inspection Department approves the enclosure.

(6) Signs. All persons possessing a vicious dog/cat shall display, in a prominent place on the premises where a vicious dog is to be kept, a sign which is readable by the public from a distance of not less than fifty (50) feet using the words "Beware of Dog/Cat." A similar sign shall be posted on any confinement structure.

(7) No vicious dog/cat may be kept on a porch, patio or in any part of a house or structure that would allow the vicious dog/cat to exit the structure on its own volition. No vicious dog/cat shall be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the vicious dog/cat from exiting the structure.

(8) No person shall permit a vicious dog/cat to go outside a enclosed structure, house or other structure unless the vicious dog/cat is securely restrained with a leash no longer than three (3) feet in length and a minimum tensile strength of three hundred (300) pounds and fitted with a muzzle or securely restrained on a run line no longer than ten (10) feet in length and fitted with a muzzle. No person shall permit a vicious dog/cat to be kept on a leash unless a person eighteen (18) years old or older is in actual physical control of the leash and is physically able to control the dog/cat.

(9) The only time that a vicious dog/cat may be allowed out of the enclosure or off the run line are (1) if it is necessary for the owner or keeper to obtain veterinary care for the vicious dog/cat or (2) to comply with the order of a court of competent jurisdiction, or (3) to allow the owner or keeper to walk the vicious dog/cat, provided that said vicious

dog/cat is securely muzzled and restrained with a leash having a minimum tensile strength of at least three hundred (300) pounds and not exceeding three (3) feet in length, and shall be under the direct control and supervision of the owner or keeper of the vicious dog/cat. Such owner is to be eighteen (18) years of age or older and physically able to control the dog/cat.

(10) Spayed or Neutered: Once a dog/cat is found to be a vicious dog/cat, the dog/cat shall be spayed or neutered within ten (10) days of the finding at the expense of its owner.

(m) The owner of any dog/cat found to be vicious shall maintain such animal in such a manner as to prevent its coming in contact with any person not residing with the owner.

(n) No dog/cat shall be deemed vicious if it bites, attacks, or menaces a trespasser on the property of its owner, anyone assaulting its owner, anyone who has tormented or abused it, or is a professionally trained dog used for law enforcement or guard duties.

(o) Failure to comply with this section will result in the impoundment of any dog/cat which has been found to be a vicious dog/cat and which is not confined in an enclosure by the law enforcement authority having jurisdiction in such area and shall be turned over to a licensed veterinarian or to the Animal Control Warden and humanely dispatched pursuant to the Humane Euthanasia in Animal Shelters Act.

(p) The owner of all professional guard dogs and animals trained to the same standard as guard dogs for show purposes shall register their animals with the City Clerk. It shall be the duty of the owner of each such dog to notify the City Clerk of changes of address and the owner shall keep the City Clerk advised of the location where such dog will be stationed. The City Clerk shall provide Police and Fire Departments with a list of such exempted dogs and shall promptly notify such departments of any changes reported to him.

(q) Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard, police-owned dogs, or animals trained to the same standard as guard dogs for show purposes are exempt from this Section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exempted under this Section, each such dog shall be currently inoculated against rabies in accordance with Section 6-3-12 of this Act and performing duties as expected. It shall be the duty of the owner of the exempted dog to notify the Animal Control Warden of changes of address. In the case of a sentry or guard dog, the owners shall keep the Animal Control Warden advised of the location where such dog will be stationed.

State law references: Vicious dogs; dangerous dogs and dangerous animals, 510 ILCS 5/15.

6-3-12: RABIES INOCULATION:

(a) No person shall permit any adult dog or cat owned by him or in his custody or control to be on any public street, sidewalk, alley or other public place, or upon the private property of any person other than such owner unless the dog or cat shall have a collar firmly attached around its neck with a tag evidencing a current rabies inoculation attached thereto. Any person owning or having in his custody or control a dog or cat which does not have such a collar firmly attached around its neck with a tag evidencing a current rabies inoculation shall keep such dog or cat confined in an enclosure in or on his premises at all times. This does not eliminate the requirements for rabies inoculation.

State law references: Rabies control, 510 ILCS 5/12.

(b) If an animal is not inoculated against rabies after its owner has been found to be in violation of this section two (2) times within a twelve (12) month period, such animal shall be impounded by the Animal Control Warden and may be redeemed or disposed of in accordance with the provisions of this chapter.

(c) Failure to comply with this section is a violation for which such person shall pay a penalty of fifty (\$50) dollars for the first violation, seventy-five (\$75) dollars for the second violation occurring within any twelve (12) month period, and two hundred (\$200) dollars for the third and each subsequent violation within any twelve (12) month period.

6-3-13: DOGS OR CATS IN HEAT:

The owner of any female dog or cat shall, during the period when the female is in heat, keep the female confined in an enclosure in such a manner so that the female cannot come into contact with male dogs or cats, except for the purpose of planned breeding, such breeding to be conducted outside of the vision of the public.

6-3-14: YARD REQUIREMENTS:

(a) No doghouse, shelter, kennel, dog run or other such structure used to house dogs shall be so located so that any portion of any such doghouse, shelter, kennel, dog run or other structure that houses dogs is closer than ten (10) feet from the line of the adjoining property and located in the rear yard of the owner.

(b) No animal shall be tied up in any front or side entryway to the owner's property, unless such side entryway is enclosed and separate from the front yard of the owner.

6-3-15: ANIMALS AT LARGE PROHIBITED:

(a) Dogs.

(1) It is unlawful for any dog to run at large within the corporate limits of the city. If a dog does run at large, such dog shall be deemed a nuisance, and the owner or keeper of such dog shall be in violation of this chapter. Any dog which goes upon any public street, sidewalk, alley or other public place, or upon any private property other than that of the owner of the dog, shall be deemed to be running at large unless such dog is firmly held on a leash, or is in an enclosed vehicle, or is then and there under the complete control of a competent person and obedient to that person's command.

(2) Any dog found running at large upon a public street, sidewalk, alley or other public place or upon any private property other than that of the owner of such dog shall be impounded by the Animal Control Warden. The Animal Control Warden must scan for the presence of a microchip. The Animal Control Warden shall make every reasonable attempt to contact the owner as soon as possible; and shall give notice of not less than seven (7) business days to the owner prior to disposal of the animal. Such notice shall be mailed to the last known address of the owner. Provided, however, any dog which has bitten a human being and cannot be safely captured, may be destroyed by the Animal Control Warden or by a Police Officer.

(3) Failure to comply with this section is a violation for which such person shall pay a penalty of seventy-five (\$75) dollars for the first violation, one hundred (\$100) dollars for the second violation occurring within a twelve (12) month period and two hundred (\$200) dollars for the third and each subsequent violation within any twelve (12) month period.

(b) Cats. It is unlawful for any cat to run at large upon a public street, sidewalk, alley or other public place or upon any private property other than that of the owner of such and create a nuisance or disturbance. If a cat does run at large and create a nuisance or disturbance, the owner or keeper of such cat shall be in violation of this chapter. In addition, the cat shall be impounded; provided, however, any cat, which has bitten a human being and cannot be safely captured, may be destroyed by the Animal Control Warden or by a Police Officer.

(c) Livestock and poultry. No person shall permit any cattle, horses, swine, sheep, goats, rabbits or poultry to run at large within the corporate limits of the city. No person shall picket or tie any such animal in any of the streets of the city for the purpose of grazing or feeding. Any such animal running at large or improperly tied shall be impounded by the Animal Control Warden; provided, however, any animal which cannot be safely captured may be destroyed by the Animal Control Warden or a Police Officer.

6-3-16: PROCEDURE FOLLOWING ANIMAL BITE OF ANY PERSON:

The owner of any dog, cat or other animal which bites any human being shall notify the city Animal Control Warden and the Tazewell County Illinois Rabies Control Warden within twenty-four (24) hours; shall keep such dog, cat or other animal locked up in an enclosure for a period of ten (10) days following the time the dog, cat or other animal has bitten a person; and shall have the dog, cat or other animal examined by a licensed veterinarian at the beginning and end of the ten-day period.

State law references: Animal bites, 510 ILCS 5/13.

6-3-17: BEEKEEPING:

No person shall keep or maintain bees in any residential area in the city in such a manner as to cause inconvenience or disturbance to other persons by reason of the swarming or stinging of the bees.

6-3-18: LIVESTOCK:

No person shall keep or maintain any horse, mule, pony, donkey, burro, cow, goat,

sheep or pig in any residential area within the corporate limits of the city unless such animal is situated on a tract of ground at least two (2) acres in area, and the pen, shed, barn, stable or other structure designed to confine or shelter such animal is so located on such tract that the nearest portion thereof is not less than one hundred (100) feet from the line of adjoining property.

6-3-19: FOWL:

No person shall keep or maintain any mature chicken, turkey, duck, goose, guinea, pigeon or other poultry or fowl in any residential area within the corporate limits of the city unless the pen, poultry house or other structure designed to confine or shelter such poultry or fowl is so located on such tract that the nearest portion thereof is not less than fifteen (15) feet from the line of adjoining property.

6-3-20: RABBITS:

No person shall keep or maintain more than twelve (12) mature rabbits in any residential area within the corporate limits of said city; and no pen, hutch or other structure designed to confine or shelter a rabbit or rabbits shall be so located that any portion of such pen, hutch or other structure is closer than fifteen (15) feet from the line of adjoining property.

6-3-21: WILD ANIMALS:

No person shall keep or maintain any wild animal as a pet within the corporate limits of the city.

6-3-22: MAINTENANCE:

(a) Removal of waste material. The owner of any animal which deposits fecal waste on any public place or private property other than that of the owner shall be responsible for the removal of any solid waste material deposited by his animal.

(b) Premises to be clean. The owner of any animal or bird shall maintain the premises wherein such animals or birds are kept in a clean and sanitary condition, free from rodents, vermin and disagreeable odors and waste.

(c) Food and water. The owner of any animal or bird shall provide food and water of adequate quality and quantity for animals or birds in accordance with the needs of such animals or birds.

(d) Shelter. The owner of any animal or bird shall provide adequate shelter from the elements for the animal or bird. For such animals or birds which are kept out-of-doors, adequate shelter shall be a structure with a top and enclosed sides, except for an opening large enough for the passage of such animal or bird.

(e) Veterinary care. The owner of any animal or bird shall, when necessary to prevent suffering of such animal or bird, provide veterinary care for such animal or bird.

(f) Impoundment authorized. The Animal Control Warden is hereby authorized to remove from any premises and impound any animal or bird, the owner of which has not complied with any or all of the requirements under this section.

State law references: Humane Care for Animals Act, 510 ILCS 70/1 et seq.

6-3-23: CRUELTY TO ANIMALS:

(a) Cruelty to and endangering of animals. No person shall beat, cruelly ill treat, torment or abuse any animal or bird. No person shall throw or deposit any poisonous substance on any exposed or private place where it may endanger any animal. No person shall provoke any animal to bark or bite by taunting it.

(b) Inhumane treatment. No person shall tie, confine or otherwise restrain any animal or bird in such a manner as to constitute cruel or inhumane treatment.

(c) Abandonment. It shall be unlawful for any animal owner to abandon an animal where it may become a public charge or may suffer injury or exposure. Any person violating the provisions of this paragraph shall be subject to a fine of not less than two hundred dollars (\$200.00).

(d) Impoundment procedure. The Animal Control Warden is hereby authorized to remove from any premises and impound any animal or bird on which cruel treatment is being inflicted as listed in this section.

(e) No owner or person shall confine any animal in a motor vehicle in such a manner that places it in a life or health threatening situation by exposure to a prolonged period of extreme heat or cold, without proper ventilation or other protection from such heat or cold. In order to protect the health and safety of an animal, the Animal Control Warden, law enforcement officer, or department investigator who has probable cause to believe that this section is being violated shall have authority to enter such motor vehicle by any reasonable means under the circumstances after making a reasonable effort to locate the owner or other person responsible.

State law references: Cruelty to animals, 510 ILCS 70/3.01 et seq.

6-3-24: SLAUGHTER OF ANIMALS PROHIBITED:

No person shall kill or slaughter any animal within the corporate limits of the city intended to be used as food for human consumption except for a person's own use.

6-3-25: DISPOSAL OF DEAD ANIMALS OR ANIMAL MATTER:

(a) Prohibited disposal. No person shall deposit, place or throw any dead animal or fatally sick or injured animal, or part thereof on any public or private place, or into any reservoir, sewer or well, or on the banks of any stream, lake, pond or other body of water.

(b) Burial. All dead animals, or parts thereof, may be buried at a distance of not less than one hundred (100) feet of any residence or well; and the carcass shall be placed underground and well covered with dirt at least four (4) feet underground to the upper part of the carcass.

(c) Immediate disposal. No person shall fail to immediately dispose of any dead animal found upon the property under his possession or control.

(d) No person shall burn any feathers, hides or any other animal matter within the corporate limits of the city.

6-3-26: DUTY UPON STRIKING ANIMAL WITH MOTOR VEHICLE:

(a) It shall be unlawful for any person who kills or injures any animal while driving a motor vehicle to leave the scene of the accident without first stopping and rendering

such assistance as is practical. Such person shall immediately report the incident to the police department.

6-3-27: ANIMAL CONTROL WARDEN:

(a) The Animal Control Warden shall investigate and keep a record of every person bitten by any animal within the city; shall impound and dispose of, according to the provisions of this chapter, all animals running at large, animals causing a nuisance and dangerous and vicious animals; and shall remove and impound any injured animals that have been abandoned or neglected, wherever they are found in the city.

(b) The Animal Control Warden shall have the power to enter onto the property of others in order to investigate violations of this chapter and impound any animal that may be in violation thereof. If anyone refuses entry into any building where the Animal Control Warden has reasonable grounds to believe the animal sought after exists, the Animal Control Warden may, with the assistance of the corporation counsel of the city, obtain a search warrant for inspection or seek other legal relief from the circuit court of the county in order to obtain entry.

(c) The Animal Control Warden shall be further empowered to enforce the provisions of this chapter and all provisions in chapter 8 of the Illinois Revised Statutes in order to protect the welfare and health of citizens and animals.

(d) The Animal Control Warden may impound any animal found running at large upon a public street, sidewalk, alley or other public place or upon any private property other than that of the owner of the animal. The Animal Control Warden must scan for the presence of a microchip. The Animal Control Warden shall make every reasonable attempt to contact the owner as soon as possible; and shall give notice of not fewer than seven (7) business days to the owner prior to disposal of the animal. Such notice shall be mailed to the last known address of the owner. In order to make redemption of an animal impounded for running at large, the owner of the impounded animal shall:

1. Present proof of current rabies inoculation and registration, if applicable,
or
2. Pay for the rabies inoculation of the animal and registration, if applicable,
3. Pay the pound for the board of the animal for the period it was impounded, and

(e) When not redeemed by the owner, the animal that has been impounded shall be humanely dispatched pursuant to the Humane Euthanasia in Animal Shelters Act or offered for adoption. The Animal Control Warden may not release any animal when not redeemed by the owner unless the animal has been surgically rendered incapable of reproduction by spaying or neutering, or the person wishing to adopt the animal, prior to the surgical procedures having been performed, shall have executed a written agreement promising to have such service performed, within a specified period of time, not to exceed fourteen (14) days.

(f) Upon receipt of a sworn complaint, the Animal Control Warden shall conduct an investigation to determine whether or not the dog/cat has committed any act or displays any characteristics which qualify it as a dangerous or vicious dog/cat. If upon the completion of such investigation, the Animal Control Warden concludes that the dog/cat is a dangerous or vicious dog/cat, such Animal Control Warden shall issue a written notice of determination which includes at least the following:

1. A description of the dog/cat;
2. Information available concerning the ownership of the dog/cat;
3. A statement or conclusion that the dog/cat is a vicious or dangerous dog/cat within the meaning of this chapter;
4. A description of the acts or characteristics which led the officer to conclude that
the dog/cat is a vicious or dangerous dog/cat;
5. Notice to the owner that the vicious or dangerous dog/cat must be licensed and housed in accordance with the requirements of this chapter;
6. Notice that the owner may appeal the determination of the officer to the hearing officer within fifteen (15) working days after the determination and notification is served upon the owner.

The Animal Control Warden shall serve the notice of determination on the owner by certified mail or hand delivery to the last known address of the owner.

6-3-28: DUTIES OF THE CITY CLERK:

(a) The City Clerk shall keep a separate register for all dogs declared to be dangerous or vicious, the tag number, a copy of liability insurance, registration fee of two hundred dollars (\$200.00) and a statement of intent to maintain insurance for the duration of registration.

6-3-29: SEVERABILITY:

(a) It is the intention of the City Council that each separate provision of the Article shall be deemed independent of all other provisions therein, and that if any provision of this Article is declared invalid, all other provisions thereof shall remain valid and enforceable.

Pekin Planning Commission
January 5, 2005

HEARING #1646

The Pekin Planning Commission recommends the approval of Special Use to obtain a Liquor license for the Dragon's Dome, LLC and Building Only located at 3401 Griffin Avenue, B-3 Zoning District be approved by the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

Pekin Planning Commission
January 5, 2005

HEARING #1647

The Pekin Planning Commission recommends the approval of the Site Plan for the Dragon's Dome, LLC located at 3401 Griffin Avenue, B-3 Zoning District be approved by the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman



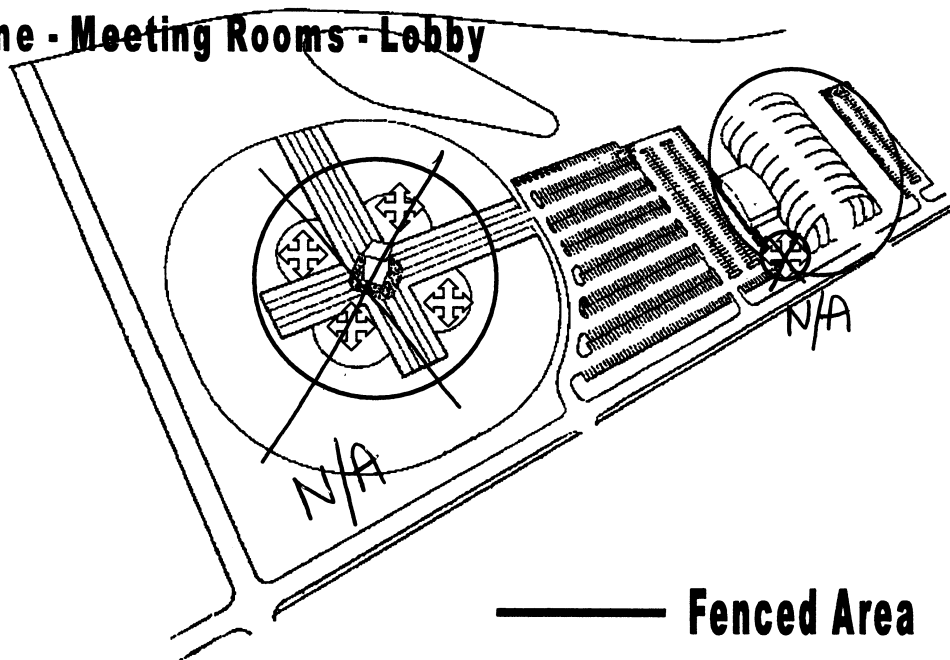
Bleachers

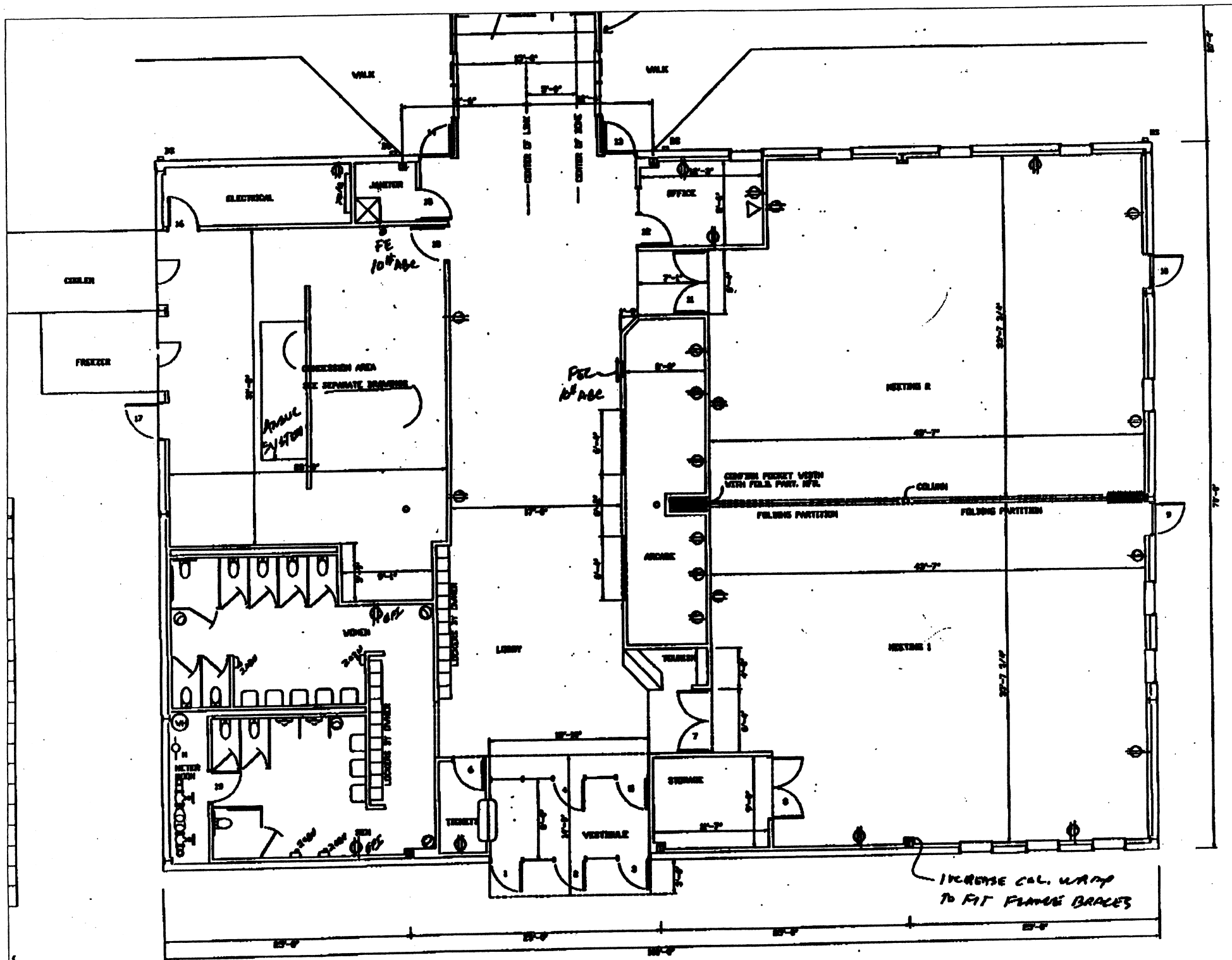


Outdoor Party Garden

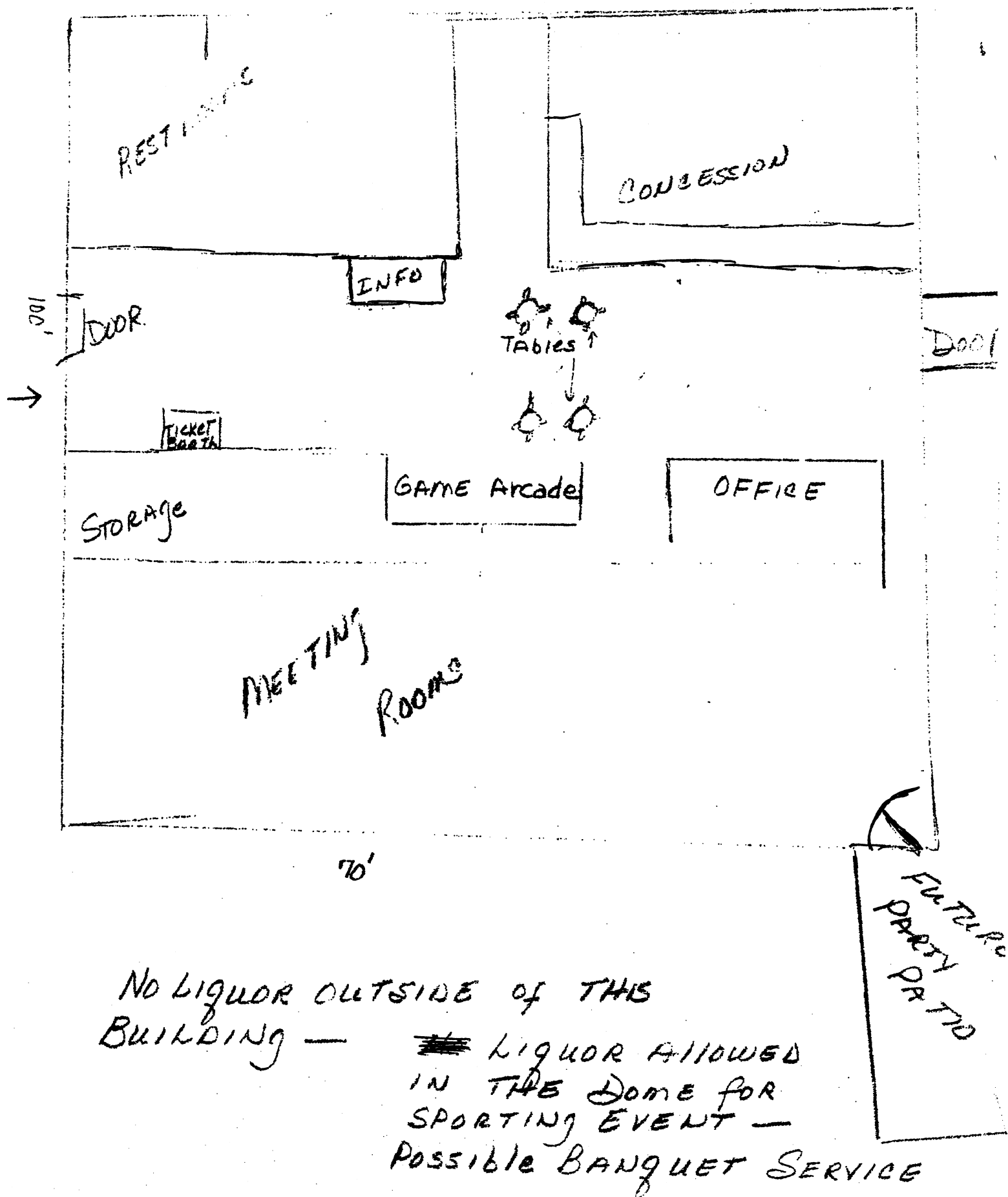


Dome - Meeting Rooms - Lobby





~~1100~~ SQUARE FEET TOTAL



Memo

To: Commissioners
From: Joseph W. Wuellner, Public Works Director
CC: Denny Kief, Kim Uhlig, Bob Reis & Sue McMillan
Date: December 20, 2004
Re: Grain Elevators – Demolition Bids

Commissioners,

Bids were received on December 15th for the demolition and removal of the last two grain elevators. The attached document shows the bids and all the alternates.

The project was bid with 4 alternates that covered for the removal of the two barge loading structures totally, leaving the Sours loading structure up from the building to the first support, and lowering the first site to accommodate the new riverfront park. It was done in this manner to ensure that we at least got the elevators removed in case the bids came in above the amount I estimated and bonded. The bids came in lower than expected so the plan now will be to have all the loading structures completely removed along with the elevators themselves. The alternate for the lowering of the first site will not be exercised at this time due to possible conflicts with the park construction and will be addressed with the contractor selected for that project. The option to leave the structure up on the Sours building I feel will leave us with a maintenance and safety issue so I am not intending to accept that alternate.

Therefore, I am recommending that the contract be awarded to DEM/EX for a total price of \$529,000. This will get the elevators demolished and their associated loading structures removed. Total amount is \$96,000 below the bond amount of \$625,000.

This item will be on the agenda for the council meeting on January 10, 2005.

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

Thanks, Joe



BID TABULATIONS

JOB DESCRIPTION AND LOCATION:

DEMOLITION AND REMOVAL OF TWO GRAIN ELEVATORS

OPENING DATE: 12/15/04

WALK THROUGH 12/1/04

BID OPENING: 10:00 A.M.

CONTRACTOR NAME	BID BOND OR BANK CASHIER'S CHECK	BASE BID DEMO 2 GRAIN ELEVATORS	Alternate 1 LOWERING EXISTING SITE	Alternate 2 REMOVAL ADM BARGE LOADING STRUCTURE	Alternate 3 REMOVAL SOURS BARGE LOADING	Alternate 4 REMOVAL SOURS BARGE LOADING LEAVING	CALENDAR DAYS TO COMPLETE 180 DAYS
N.E. FINCH	BOND	499,000 (585,500)	11,500	28,000	27,000	20,000	
DEM/EX,	CASHIER CHECK	488,500 (608,000)	52,500	21,000	19,500	26,500	
RIVER CITY DEMOLITION	CASHIER CHECK	606,310 (686,273)	8,121	23,506	27,609	20,727	

ESTIMATE: \$625,000

ESTIMATED BY Joe Wuellner

City of Pekin
Legal Notice to Contractors/ Public

1. Time and Place of Bid Opening:

Sealed proposals for the demolition and removal work described herein will be received at the Office of the City Clerk, City of Pekin, 111 S. Capitol St., Pekin, Illinois, until **10:00 A.M., on DECEMBER 15, 2004**, and at that time publicly opened and read.

2. Description of Work: **DEMOLITION AND REMOVAL OF TWO GRAIN ELEVATORS. THIS INCLUDES ALL OUTBUILDINGS. ALTERNATE BID PROPOSALS FOR BARGE LOADING STRUCTURES AND LOWERING OF AN ADJACENT ELEVATOR SITE.**

The proposed improvement is officially known as the Demolition and Removal of the following structures:

- A. Former Sours Elevator (grey one) – 100 Block of Front St.
- B. Former ADM Elevator (yellow one) – 200 Block of Front St.

3. Instructions to Bidders:

Specifications and proposal forms may be obtained from the Office of the City Clerk at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.

4. In the employment of labor, the Contractor shall conform to all Illinois Statutory requirements regarding labor, including but not limited to the following act:

An act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works, as amended (Illinois Revised Statutes, Ch. 48, Par. 39-1 et se), which provides in part that workmen and mechanics performing work under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor.

5. There will be a mandatory pre-bid meeting and walk-thru of the job sites on **Wednesday, December 1, 2004 at 10 A.M.** All companies interested in providing proposals for this work must attend and sign the attendance roster sheet. If you have not signed in, your bid will not be accepted.

6. Rejection of Bids:

The City of Pekin reserves the right to reject any and all proposals and to waive any irregularities as provided in Article 102.08 of the "Standard Specifications for Road and Bridge Construction", prepared by the Department of Transportation of the State of Illinois.

City of Pekin
Demolition and/or Removal Specifications

Technical Specifications

- I. General
- II. Utility Disconnections
- III. Safety Regulations
- IV. Demolition
- V. Backfilling
- VI. Rough Grading
- VII. Final Grading
- VIII. Insurance
- IX. Hold Harmless Agreement
- XII. Basis for Payment
- XIII. Bid Proposal
- XIV. Notice to proceed

Technical Specifications for Demolition Projects

I. General

This work shall consist of the total demolition and removal of all concrete and metal structures. All concrete structures are to be removed to an elevation of no less than two feet below the existing elevation of Front Street. All metal structures are to be removed entirely. The barge loading structures shall be taken down to the foundations. (Photographs included to show the respective sites.)

Because of the close proximity of existing railroad tracks, the contractor must coordinate all work with the railroad company (Peoria & Pekin Union – P&PU). Contractor will be required to provide a spotter by the tracks to ensure that no debris remains on the tracks for an extended period of time and to notify crew when train is approaching.

Contractor shall ensure that the floors in the lower levels have been opened in a manner that will allow rubble to fill in the basement sections of each unit. Since it is desired to save the lower sections facing the tracks and backfill behind them toward the street, it will be necessary for the contractor to provide covers for any openings in the lower sections to prevent debris from exiting these levels.

Contractor shall provide an on-site crusher to crush the concrete rubble to a size of 6 inch minus material and remove all reinforcing steel. This material will then be used by the contractor to fill the lower levels of the structures and as backfill for the area between the structure left and Front Street. Any excess material will be left at the crushing site (which will be determined and agreed upon prior to commencing work) for the use of the City of Pekin.

No work shall proceed until a demolition building permit has been issued by the City of Pekin. There will be no fee for this permit.

The demolition and removal of the designated structures and the removal of all materials and debris shall be executed in a workmanlike manner. All streets shall be kept clear during non-working hours.

The City of Pekin does not assume any responsibility for the condition of the building and/ or loss of fixtures, equipment, materials or other objects between the submittal of the proposal and the time of actual possession of the building by the contractor.

All materials of any kind removed from with-in the limits of the project, as well as debris and rubbish, shall become the property of the contractor and shall be removed from the limits of the project as it accumulates and not stored thereon.

No sale of materials shall be conducted with-in the limits of the project without the written consent of the City of Pekin.

ALTERNATE 1: A price is requested for lowering the grade of the elevator site to the north of the Sours Elevator. This site needs to be lowered and additional 5 to 6 feet.

ALTERNATE 2: Removal of the grain loading structure from the elevator to the river for the ADM Elevator.

ALTERNATE 3: Removal of the grain loading structure from the elevator to the river for the Sours Elevator.

ALTERNATE 4: Removal of the upper portion of the grain loading structure from the elevator to the first support west of the tracks leaving the main structure and then removing the entire structure from there to the river.

II. Utility Disconnections

Prior to the commencement of operations, the contractor shall make all necessary arrangements with the proper authorities for turning off and the disconnections of all public utilities required in connection with demolition operations, including electric, gas, telephone, sewer, water and other facilities encountered, unless otherwise directed.

All storm and sanitary sewers leading from the structure to be demolished shall be securely sealed with a material equal to or greater than the strength of the material that is being sealed.

The contractor shall bear all costs, including fees to utility companies and/ or other agencies if any, resulting from the disconnection of said utilities.

III. Safety Regulations

The contractor shall furnish, erect and maintain barricades, flashing warning lights, and placing "KEEP OUT" signs at locations where the placing of such protective devices are needed.

Suitable barriers shall be erected and maintained by the contractor around all operations and all openings in the ground, so long as such operations and/ or openings constitute a hazard or dangerous condition to the general public.

The contractor shall prevent and control any dust which may result from the demolition operation, and have adequate water at the site at all times.

IV. Demolition and/or Removal

Before beginning demolition and/or removal, the contractor shall pump out and/ or clean and seal all wells and cesspools in a sanitary manner, as required by the Tazewell County Health Department, and supply the completed documentation to the City of Pekin.

Existing fences, sidewalks, driveways and slabs on grade shall be removed, unless otherwise directed. However, existing curbs, sidewalks and street paving on the City of Pekin's right-of-way shall not be disturbed. Under no circumstances shall any structure be set afire. Burning of debris shall not be permitted except by written permission of the Illinois Environmental Protection Agency and said documentation is supplied to the City of Pekin.

No method of demolition and/or removal will be permitted which is not confined to the property and which would be a hazard to the public and adjacent properties.

All demolition shall be restricted to horizontal operations, one floor at a time. The demolition of any structure, except the stripping of its fixtures, shall be from top to bottom. Walls above the elevation of the first floor and located immediately adjacent and/ or parallel to any street shall be demolished piecemeal. All walls and foundations shall be removed to an elevation of two(2) feet below the elevation of the adjacent sidewalk or street. All partition walls and all columns of any nature in cellars or in

other subsurface openings shall be cleared to floor elevations. All basement floors or other paving below grade shall be thoroughly broken up. Where the ground floor is of "slab on grade" construction, such slab shall be broken up and removed. Masonry walls shall be demolished in small sections. Structural steel, cast iron and heavy timber members shall be removed from the basement.

Floor construction over cellars shall be removed regardless of elevations. All basement partitions, furnaces, heating apparatus, piping, gasoline or oil tanks, miscellaneous fixtures and stairways shall be removed from this area.

In buildings where there are no basements and the ground floor is of wood construction, the floor joists and/ or sleepers shall be removed.

**** NO BASEMENT SHALL BE FILLED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE CITY OF PEKIN INSPECTION OFFICE HAS APPROVED THE BREAKING UP OF EXISTING BASEMENT FLOORS, THE LOCATION OF ANY SEWER LINES AND THE REMOVAL OF ALL DEBRIS.**

The contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized and all necessary parties are contacted of the closures. No material whatever shall be placed or stored in streets, alleys or sidewalks.

The contractor shall remove any debris and equipment and dispose of all materials from the site of the work, and leave the ground clear of all materials, rubbish or debris, and in a clean and neat condition as demolition of the structure is completed.

V. Backfilling

All basements and cellars or other open areas below grade, shall be filled to grade with concrete removed from the demolished structure if it is so arranged as not to form surface or sub-surface water pockets or voids.

Decomposable organic material, wood, glass, paper, piping, steel or any other metal work or material or any unstable or combustible material shall not be used for fill.

The contractor shall furnish, at his own expense, any material required for backfilling sub-surface areas. The quality, nature and source of any additional material required for backfilling shall be approved before use. No unstable material will be permitted in the backfill. Material encountered in the demolition, which the contractor proposes to use as backfill shall be approved by the City of Pekin.

VI. Rough Grading

All areas within the demolition project, which are disturbed by the demolition work shall be graded to eliminate any low areas, where water could accumulate, and to provide for proper drainage of the area. The contractor will be responsible for implementing any soil erosion control measures.

VII. Final Grading

Following the rough grading, the entire area shall be machine raked to an even grade, all objects such as stone and concrete which are larger than two(2) inches in any dimension and/ or litter and unsuitable material shall be removed from the entire site.

VII. Insurance

The contractor shall not commence work under any contract until he has obtained all insurance required under this section and such insurance has been approved by the City of Pekin.

The contractor shall be responsible for all injury to persons, or damage to property, either directly or indirectly, that may result from his operations. The contractor shall obtain and pay for such insurance as will protect him from claims under the Workman's Compensation Act and from any other claims for damages for personal injury, including death, or for damages to property, either real or personal, which may arise from his operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him.

The contractor shall maintain the following insurance in the amounts listed and sign a hold harmless agreement in which shall be in the hands of the City Clerk, until the demolition project is completed.

Workman Compensation	100,000	Statutory
General Liability	500,000/ 1,000,000	Bodily
General Liability	500,000	Property
Contractor Liability	500,000	Bodily
Auto Liability	250,000/ 500,000	Bodily
Auto Liability	100,000	Property

In addition, contractor shall provide proof of railroad protective liability insurance.

XI. Hold Harmless Agreement

SEE ATTACHMENT INSERTED

XII. Basis of Payment

The work will be paid for at the contract lump sum unit price for demolition and building removal. Progress payments will be made on a monthly basis in amounts to be agreed to upon award to the successful bidder.

XIII. Notice to Proceed

SEE ATTACHMENT INSERTED

XIV. Bid Proposal

SEE ATTACHMENT INSERTED

ORDINANCE NO. 2404

**AN ORDINANCE PROVIDING FOR EXECUTION OF A
LEASE OF REAL PROPERTY WITHIN THE
CITY OF PEKIN, ILLINOIS**

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

Fifteen feet, bordering the East Half of Lot 6 in Block 46 of the Original Town, being the Easterly 15 feet of even width off the left West Half of Lot 6, in Block 46, in the Original Town, now City of Pekin, Tazewell County, Illinois

Commonly known as 324 Court Street, Pekin, Illinois.

PIN:

AND WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is unoccupied and not needed for or used for governmental purposes or proprietary activity and therefore, the said real estate is not required for the use of, or profitable to the municipality; and

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the questions of the lease of said real estate and was advertised in the Pekin Daily Times, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on November 24, 2004; and

WHEREAS, TOBIN BROTHERS, INC. has presented a proposal to lease the Property, a copy of which said Lease Agreement is attached hereto as Exhibit "A" and made a part thereof by reference thereto; and

WHEREAS, after said public hearing on December 13, 2004, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into the Lease Agreement with TOBIN BROTHERS, INC. on the terms and conditions as set forth in Exhibit "A" attached hereto.

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

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

SECTION II. That the City of Pekin execute a lease to Tobin Brothers, Inc. the following described real estate, to-wit:

Fifteen feet, bordering the East Half of Lot 6 in Block 46 of the Original Town, being the Easterly 15 feet of even width off the left West Half of Lot 6, in Block 46, in the Original Town, now City of Pekin, Tazewell County, Illinois

Commonly known as 324 Court Street, Pekin, Illinois.

PIN:

SECTION III. That the lease price for said property shall be One Thousand, Two Hundred (\$1,200.00) Dollars, and shall be on such terms and conditions as set forth in the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto.

SECTION IV. That said property shall be leased to Tobin Brothers, Inc., to be used for a Parking Lot.

SECTION V. That the consideration for said lease shall be paid by Tobin Brother, Inc. upon the approval of the Lease Agreement by the Corporation Counsel of the City of Pekin.

SECTION VI. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Lease Agreement attached hereto as Exhibit "A" and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

LEASE

This Lease is made and executed in duplicate by and between the CITY OF PEKIN, ILLINOIS, herein called Lessor, and TOBIN BROTHERS DEVELOPMENT CORP., an Illinois Corporation, herein called Lessee.

DESCRIPTION OF PREMISES

Lessor agrees to lease to Lessee, and Lessee hires from Lessor, as herein provided, a portion of the premises located at 324 Court Street, in the City of Pekin, Illinois, and described more particularly as follows:

Fifteen feet, bordering the East Half of Lot 6 in Block 46 of the Original Town, being the Easterly 15 feet of even width off the left West Half of Lot 6, in Block 46, in the Original Town, now City of Pekin, Tazewell County, Illinois

TERM

The term of this Lease is for 5 years, beginning July 1, 2004, with an option in the Lessee to renew said Lease for two 5 year terms, provided the Lessee has renewed its lease for the adjacent premises at 332 Court Street for each term with the Illinois Department of Children and Family Services. If the lease of Lessee with the Illinois Department of Children and Family Services for the premises at 332 Court Street terminates for any reason, then this Lease also terminates. Lessee shall give Lessor written notice of intent to exercise its option to renew this Lease at least 90 days prior to the end of the term of this Lease.

RENT

The rent under this Lease is ONE THOUSAND, TWO HUNDRED DOLLARS (\$1,200.00) per year, payable in advance.

TAXES

Lessee shall pay all real estate taxes and any special assessments hereinafter coming due on the leased premises.

USE OF PREMISES, GENERALLY

The premises are leased to be used as a parking lot. Lessee agrees to restrict its use to such purposes, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of Lessor.

NO WASTE, NUISANCE OR UNLAWFUL USE

Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

CONSTRUCTION OF PARKING LOT, REPAIRS AND MAINTENANCE

Lessee, at its expense, may construct a parking lot on the leased premises, in accordance with the Central Business District Area Tax Increment Redevelopment Plan and Project and in accordance with the zoning and use restrictions of the City of Pekin, Illinois. The Lessee, at its expense, shall repair and maintain the premises in good condition during the term of this Lease. The Lessor agrees that the leased premises is zoned for use as a parking lot, or if same is not, the Lessor agrees to secure such zoning for the Lessee.

ACCEPTANCE AND SURRENDER OF PREMISES

Lessee accepts the premises possession as is. Lessee shall remove all business signs or symbols placed on the premises by it before redelivery of the premises to Lessor, and shall restore

the portion of the premises on which they were placed in the same condition as before their placement.

LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

Lessor reserves the right to enter on the premises at reasonable times to inspect them.

LESSEE TO CARRY LIABILITY INSURANCE

Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring on or around the leased premises, in a minimum amount of \$1,000,000.00 for each person injured, \$1,000,000.00 for any one accident, and \$1,000,000.00 for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. A copy of the policies shall be delivered to Lessor. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor upon demand.

LESSOR'S REMEDIES ON LESSEE'S BREACH

If Lessee breaches this Lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event:

- A. **REENTRY.** Lessor may reenter the premises immediately, and remove all Lessee's personnel and property therefrom. Lessor may store the property in a public

warehouse or at another place of its choosing at Lessee's expense or to Lessee's account.

B. **TERMINATION.** After reentry, Lessor may terminate the Lease on giving 30 days' written notice of such termination to Lessee. Reentry only, without notice of termination, will not terminate the Lease.

C. **RELETTING PREMISES.** After reentering, Lessor may relet the premises or any part thereof, for any term, without terminating the Lease at such rent and on such terms as Lessor may choose. Lessor may make alterations and repairs to the premises.

1. **LIABILITY OF LESSEE ON RELETTING.** Lessee shall be liable to Lessor in addition to its other liability for breach of the Lease for all expenses of the reletting, and of the alterations and repairs made, which Lessor may incur

2. **APPLICATION OF RENT ON RELETTING.** Lessor, at its option, may apply the rent received from reletting the premises as follows:

- (a) To reduce Lessee's indebtedness to Lessor under the Lease, not including indebtedness for rent;
- (b) To expenses of the reletting and alterations and repairs made.

ATTORNEYS' FEES

If a party files an action to enforce any covenant of this Lease, or for breach of any covenant herein, the losing party agrees to pay the prevailing party's reasonable attorneys' fees in the action, such fees to be fixed by the Court.

OPTION TO TERMINATE

Lessor has the option to terminate this Lease at any time, upon giving the Lessee 90 days written advance notice. If the Lessor exercises this option during the first five year term only, it shall pay to Lessee a pro-rated portion of the actual costs of construction of the parking lot improvements on this parcel, as approved in advance by the City at the time of execution of this Lease, for the remainder of the of the first five year term.

MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this Lease, or necessary to carry out is provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be 111 South Capitol Street, Pekin, Illinois 61554. Notices to Lessee may be addressed to Lessee at 2245 N.E. Jefferson Street, Peoria, Illinois 61603.

EFFECT OF LESSOR'S WAIVER

Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived.

LEASE APPLICABLE TO SUCCESSORS

This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives and assigns of the parties.

TIME OF ESSENCE

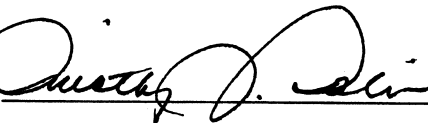
Time is of the essence of this Lease.

EXECUTED at Pekin, Illinois, on this _____ day of _____, 200~~5~~

CITY OF PEKIN, ILLINOIS – Lessor,

By _____

TOBIN BROTHERS DEVELOPMENT CORP.,
an Illinois Corporation – Lessee,

By  _____

Attorney Burt L. Dancey
Assistant Corporation Counsel
P.O. Box 873
Pekin, Illinois 61555-0873
Phone: (309) 346-4148
FAX: (309) 346-0633



**City of Pekin
Office Of The
City Manager**

Memo

To: Mr. Joe Schmidgall

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

309 – 477 – 2300 (Phone) 309 – 346 – 2095 (Fax)

dkief@ci.pekin.il.us

CC: City Council, Pat Oberle, and Sue McMillan

Date: December 7, 2004

Re: Fahnder's Property Acquisition

This memo is intended to serve as a follow-up to our conversation of earlier today. At that time we discussed the 2 appraisals for the 4.664 acres of (Fahnder's) property on the south side of VFW Road. Your appraisal for \$5,500/acre totaled \$26,652 while the City's was \$5,000/acre totaling \$23,320.

This is intended to put in writing the fact that we "negotiated" and agreed to a price of \$5,250/acre for a total of \$24,486. Said property is being purchased for the purpose of being dedicated as Public Right-Of-Way for Veteran's Drive. Attached to this Memo is a copy of the previous agreement that grants you the 3 access locals to Veteran's Drive when that road improvement occurs.

We will formalize this with an agreement at our December 13th City Council meeting.

Contact me at you earliest convenience should you have any questions concerning this property.

AGREEMENT

This Agreement is made this _____ day of _____, 2005, by and between The City of Pekin, an Illinois municipal corporation (the "City") and ERIC D. JONES and JACOB J. SCHMIDGALL, not individually, but as Co-Trustees of FAHNDERS LAND TRUST NO. ONE (the "Owner").

WHEREAS, the Owner and the City previously entered into that certain Agreement regarding certain real property in Tazewell County, Illinois (the "Agreement"); and

WHEREAS, the Agreement was recorded with the Tazewell County Recorder of Deeds on October 20, 2003, as Document No. 200300039336; and

WHEREAS, the Owner owns certain property to the south of VFW Road in Tazewell County, Illinois, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the City desires to acquire the Property for the purpose of constructing a road; and

WHEREAS, the Owner and the City desire to set forth their mutual agreements regarding the acquisition of the Property.

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

1. The Owner shall dedicate the Property described on Exhibit A to the City. Such dedication shall be substantially in the form set forth on Exhibit B attached hereto and incorporated herein by this reference.

2. Upon such dedication, the City shall pay the Owner the sum of \$24,486.00.

3. Except as provided herein, the provisions of the Agreement shall remain in full force and effect, including, without limitation, the provisions therein relating to the grant of three (3) access locations on VFW Road.

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.

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

OWNER:

ERIC D. JONES, not individually, but as
Co-Trustee aforesaid

JACOB J. SCHMIDGALL, not individually,
but as Co-Trustee aforesaid

EXHIBIT "A"

Legal Description

The Southeast Quarter of Section 13 Township 24 North, Range 5 West of the Third P.M., Tazewell County, Illinois, except the following three (3) tracts:

TRACT A: Beginning at the Southeast Corner of said Section 13; thence West 858.2 feet along the South line of said Section 13; thence North 526 feet; thence East 846.8 feet to the East line of said Section 13; thence South 497.3 feet along the East line of said Section 13 to the place of beginning.

TRACT B: That part of Tract I as shown by plat recorded in Plat Book "BB", Page 109, included in the Southeast Quarter of said Section 13.

TRACT C: A strip of land along the North side of said Tract B and Tract C, said strip of land being 60 feet North-Side and 783 feet East-West.

The said real estate containing 203,175 square feet, more or less, or 4.664 acres, more or less, of which 0 square feet, more or less, or 0 acres, more or less, is an existing Right of Way.

PIN: 10-10-13-400-005

EXHIBIT "B"
FORM OF DEDICATION

CITY OF PEKIN
COUNTY OF TAZEWELL
STATE OF ILLINOIS

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, that the Grantor, ERIC D. JONES and JACOB J. SCHMIDGALL, not individually, but as Co-Trustees of FAHNDERS LAND TRUST NO. ONE, for and in consideration of the sum of ONE (\$1.00) DOLLAR in hand paid by the City of Pekin or on its behalf, the receipt of which is hereby acknowledged, and the benefits resulting from the maintenance of the public highway, herein referred to, does by these presents, hereby grant, convey and dedicate to the CITY OF PEKIN, an Illinois Municipal Corporation, for the purpose of a public highway, a tract of land situated in the County of Tazewell and State of Illinois, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.

PIN: _____

And the Grantor further as a part of this dedication, agrees to remove any and all fences, enclosures, buildings and other obstructions from the above-described tract and to completely vacate the same within fifteen (15) days after notice in writing from the City of Pekin, or any other state, county, township or district officials having authority as to public highways, and its or their representatives, engineers, agents, contractors and employees are hereby authorized to enter into and take full and complete possession of said tract, and any fences, enclosures, buildings, or other obstructions remaining thereon, and after the expiration of said fifteen (15) days may be removed by them, and the expense thereof the said Grantor agrees to pay upon demand.

IN WITNESS WHEREOF, the Grantor has affixed its seal, this _____ day of _____, 2005.

ERIC D. JONES, not individually, but as
Co-Trustee aforesaid

JACOB J. SCHMIDGALL, not individually,
but as Co-Trustee aforesaid

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that ERIC D. JONES and JACOB J. SCHMIDGALL, personally known to me to be Co-Trustees of FAHNDERS LAND TRUST NO. ONE and 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, sealed and delivered the said instrument in their respective capacities as co-trustees of said trust, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2005.

Notary Public

This Instrument Prepared By:

William P. Streeter
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61555-0873



**City of Pekin
Office Of The
City Manager**

Memo

To: City Council

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

309 – 477 – 2300 (Phone) 309 – 346 – 2095 (Fax)

dkief@ci.pekin.il.us

CC: City Clerk

Date: January 5, 2005

Re: United Water Contract

In 2003 the City Council authorized a 2 year extension to United Water's Contract to operate the City's Wastewater Treatment Facilities. The financial terms of the first year (8/1/03 – 7/30/04) were stated in the agreement. The second year's (8/1/05 – 7/30/05) fee was tied directly to the negotiated agreement between United Water and the bargaining unit (Teamsters) for the employees.

Recently United Water entered into that wage agreement with the employees. That increase totals \$16,800, therefore increasing the annual contract to \$823,430.

Although the agreement is in effect until July 30, 2005, I am recommending the City Council's concurrence with the calculated amount of the contractual increase.

As always, contact me should you have any questions concerning this recommendation.

United Water



United Water Services
PWW TF
606 South Front Street
PO Box 883
Pekin, Illinois 61555-0883
telephone 309-477-2333
facsimile 309-347-3298
e-mail djhughes@unitedwater.com

December 15, 2004

received
12/16/04-JK

Mr. Dennis Kief
City Manager
City of Pekin, Illinois
111 South Capital Street
Pekin, Illinois 61554

*I would recommend
that this be on
the 11/01/05 agenda.
Dennis*

Re: Annual Fee Increase for Labor Costs

Dear Mr. Kief:

The purpose of this letter is to advise you of the increase in our annual fee for the current year's increase in labor costs.

The labor agreement we have negotiated with the Teamsters provides for a 4% increase in the first year. That increase applied to the total annual labor cost of our agreement with the City of Pekin requires additional resources of \$16,800.00. ~~This would~~ increase our annual fee from \$806,630.00 to ~~\$823,430.00~~. The monthly increase will be \$1,400.00. The monthly increase will be invoiced retroactive to August 2004 and added to the monthly invoice for each succeeding month of our current agreement year.

If you have any questions or require additional information in this regard, please contact me at your earliest convenience at (309) 477-2333.

Sincerely,

Don Hughes

Don Hughes
Project Manager

cc John Cheslik
Michele Nash
File

*see note
on ←
page 2
of the
attached
agreement
JK*

AMENDMENT #6 TO AGREEMENT FOR
CONTRACT OPERATION AND MAINTENANCE
OF THE CITY OF PEKIN
WASTEWATER TREATMENT PLANTS AND LIFT STATIONS

This amendment #6 to agreement is entered into this _____ day of _____, 2003, by and between the CITY OF PEKIN, herein referred to as "OWNER," and UNITED WATER SERVICES, INC. (formerly JMM OPERATIONAL SERVICES, INC.), herein referred to as "CONTRACTOR."

WHEREAS an Agreement for Contract Operations and Maintenance of the City of Pekin Wastewater Treatment Plants and Lift Stations was entered into between the parties hereto on August 1, 1993, and amended on January 24, 1994, October 17, 1994, February 12, 1996, March 24, 1997 and July 12, 1999. The Agreement, as amended is herein referred to as "AGREEMENT"; and

WHEREAS, the AGREEMENT, pursuant to its terms, is scheduled to expire on July 30, 2003; and

WHEREAS, the OWNER wishes to have the CONTRACTOR continue to perform the services as set forth in the AGREEMENT, and the CONTRACTOR wishes to continue providing said services on the terms and conditions that follow.

THEREFORE, the following amendments are made to the AGREEMENT by mutual consent of the Parties:

1. SECTION III. TERM, DURATION AND RENEWAL OF AGREEMENT

SECTION III. TERM, DURATION AND RENEWAL OF AGREEMENT is hereby stricken and replaced with the following:

The Agreement is hereby extended for one 2-year term commencing on August 1, 2003 and expiring on July 30, 2005. In addition, this Agreement shall be extended for two additional 1-year periods commencing on August 1, 2005 and August 1, 2006 (the "Option Years") unless either of the Parties gives written notice to the other, at least one hundred and eighty (180) days prior to the commencement of either Option Year that the Agreement will not be extended.

2. SECTION V. COMPENSATION, A. BASIC COMPENSATION

SECTION V. COMPENSATION, A. BASIC COMPENSATION is amended by adding the following:

During each of the years of the 2-year extension or the option years, the OWNER shall pay the CONTRACTOR, as compensation for service based on the following formula:

Base Compensation = Previous Year's Base Compensation times Percentage Wage Increase in the Negotiated Labor Agreement times 45%.

For the first year of the 2-year extension, this Base Compensation adjustment is calculated to be \$806,630 per year, billed in monthly payments of \$67,219.

* For the second year of the 2-year extension, the Base Compensation shall be calculated using the formula above and the actual wage increase in the negotiated Labor Agreement between the CONTRACTOR and the Teamster's Union representing the CONTRACTOR'S employees on-site in the City of Pekin and dated _____, 200_.

During each Option Year, should such Option Year be exercised, the OWNER shall pay the CONTRACTOR, as compensation for service based on the same formula used in the previous 2-year extension, except that an additional half percent shall be added to the increase.

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, two identical counterparts of the AGREEMENT, consisting of two (2) pages, each of which counterparts shall, for all purposes, be deemed an original of said AGREEMENT, have been duly executed by the Parties hereinabove named on the day and year first hereinabove written.

CITY OF PEKIN

UNITED WATER SERVICES, INC.

By _____

By _____

R. David Tebben, Mayor

Thomas P. Brown, Vice President



Period from January 1, 2005 to December 31, 2005

Municipality City of Pekin

Estimated Cost of Maintenance Operations

Maintenance Operation (No. – Description – Total Quantity)	Material, Equipment or Labor				Operation Cost
	Item and Specification Reference	Quantity and Unit	Unit Cost	Amount	
PEKIN 05-00000-00-GM (page 1)					
Operation No. 1	Various Locations				1,500
Street Signs	Enforcement and Street Signs	100 each	15.00	1,500	
Operation No. 2	Various Locations				13,200
Pavement Markings	Paint	1,200 gal	10.00	12,000	
	Beads	8,000 lbs	0.15	1,200	
Operation No. 3	Various Locations				60,000
Base Repair (Bituminous)	Base Repair	2,000 tons	30.00	60,000	
Operation No. 4	Various Locations				10,800
Patching	Emulsion	10,000 gal	0.80	8,000	
	Aggregate (chips)	400 tons	7.00	2,800	
Operation No. 5	Various Locations				20,000
Cold Patch	Cold Patch	500 tons	40.00	20,000	
Operation No. 6	Various Locations				36,000
Drainage	Manhole Covers and Rings	20 each	300.00	6,000	
	Storm Inlets	50 each	400.00	20,000	
	Flowable Backfill	250 c.y.	35.00	8,750	
	Pipe (8" to 15")	250 l.f.	5.00	1,250	
Operation No. 7	Various Locations				32,500
Concrete Work	Sidewalks and Curbs	500 c.y.	65.00	32,500	
Operation No. 8	Various Locations				123,000
Snow Removal	Salt	4,000 tons	30.00	120,000	
	Calcium Chloride	1,000 gal	3.00	3,000	
Operation No. 9	Various Locations				138,500
Street Lighting	Electricity			138,500	
Operation No. 10	Various Locations				30,000
Traffic Signals	Electricity			30,000	
Operation No. 11	Various Locations				25,000
Traffic Signals	Maintenance Agreement			25,000	
Total Estimated Maintenance Cost					\$

Submitted _____

Approved _____

By _____ Title _____ District Engineer _____

Submit Four (4) Copies to District Engineer



Municipal Estimate of Maintenance Costs



Municipality City of Pekin

Estimated Cost of Maintenance Operations					
Maintenance Operation (No. – Description – Total Quantity)	Material, Equipment or Labor				Operation Cost
	Item and Specification Reference	Quantity and Unit	Unit Cost	Amount	
PEKIN 05-00000-00-GM (page 2)					
Operation No. 12	Various Locations				91,100
Street Sweeping - 2 sweepers		2,000 hrs	45.55	91,100	
Operation No. 13	Various Locations				125,000
Tree Removal				125,000	
Operation No. 14					30,000
Municipal Engineering		1,000 hrs	30.00	30,000	
Operation No. 15					15,000
Technical Supervision		500 hrs.	20.00	10,000	
Secretarial Support		500 hrs.	10.00	5,000	
Total Estimated Maintenance Cost					\$751,000

Submitted

Approved _____

By _____ Title Street Superintendent District Engineer

Submit Four (4) Copies to District Engineer



**Illinois Department
of Transportation**

Resolution 89-04/05

**Resolution for Maintenance of
Streets and Highways 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, that there is hereby
(Civ. Town or Village) (Name)
appropriated the sum of \$775,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2005
to December 31, 2005 .

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the
approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in
connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as
specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given
above, submit to the Department of Transportation, on forms furnished by said Department , a certified statement
showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this
resolution to the district office of the Department of transportation, at _____ Peoria _____, Illinois.

I, Sue E McMillan _____ Clerk in and for the _____ City _____
(Civ. Town or Village)
of _____ Pekin _____, County of Tazewell and Peoria _____

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the _____ Council _____ at a meeting on January 10, 2005 _____
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of January _____

A.D. 2005 .

(SEAL) _____ Clerk
(Civ. Town or Village)

APPROVED _____ Date Department of Transportation _____ District Engineer

AGREEMENT

This Agreement is made this _____ day of _____, 2005, by and between The City of Pekin, an Illinois municipal corporation (the "City") and DAN J. BONNETTE, a City of Pekin Deputy Fire Chief ("Mr. Bonnette").

WHEREAS, the City is currently the employer of Mr. Bonnette; and

WHEREAS, Mr. Bonnette currently holds the position of Deputy Fire Chief/Training Officer; and

WHEREAS, Mr. Bonnette desires to retire as of December 31, 2004 (retirement date); and

WHEREAS, the City desires to offer Mr. Bonnette one hundred percent (100%) of the value of his accumulated sick time up to his retirement date to be used exclusively for payment of Group Health Insurance premiums ("premiums"); and

WHEREAS, the value of his accumulated sick time on retirement date for Mr. Bonnette will be twenty-six thousand two hundred thirty-five dollars and thirty cents (\$26,235.30); and

WHEREAS, Mr. Bonnette receives a trust amount every month, until the age of sixty-five (65); and

WHEREAS, the trust amount shall be applied to the payment of monthly premiums first; and

WHEREAS, the balance of the payment of the monthly premiums shall then be deducted from funds from his accumulated sick time until such time as his accumulated sick time funds are depleted.

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

1. Mr. Bonnette shall retire on December 31, 2004.
 2. Mr. Bonnette shall receive a trust amount every month until he reaches the age of sixty-five. Such trust amount shall be applied towards the payment of his monthly premiums.
 3. Mr. Bonnette shall be credited one hundred percent (100%) of the value of his sick time, a total of twenty-six thousand two hundred thirty-five dollars and thirty cents (\$26,235.30), to be used (after the abovementioned application of his trust amount) for the balance of monthly payments of his premiums until such time as the his accumulated sick time funds are depleted.
- .

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.

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

DAN J. BONNETTE, DEPUTY FIRE CHIEF

DAN J. BONNETTE



City of Pekin

December 3, 2004

Mr. Wilkinson:

The City of Pekin would like to request that District 108 exercise the two (2) option years for transportation that was submitted by the city in the 2003 contract. We would also request that the terms of the agreement be based on the same increase rates as used over the past three (3) years.

A 2.5% minimum and a 5% maximum increase based on the CPI numbers received from the city finance director, Robert Reis.

Enclosed are the calculated increases:

Option Year One	2005-2006 2.5% and 5%
Option Year Two	2006-2007 2.5% and 5%

Please contact my office if anything further is needed.

Sincerely,


Greg Ranney



Matthew J. Wilkinson • Business Manager

www.pekin.net/pekin108

501 Washington Street • Pekin, Illinois 61554 • 309/477-4744 • FAX: 309/477-4701
email: mjwilkinson@pekin.net

January 5, 2005

Mr. Gregory J. Ranney
City of Pekin Municipal Busing
1130 Koch Street
Pekin, Illinois 61554

RE: Renew City of Pekin Pupil Transportation Contract

Dear Mr. Ranney:

As part of the District's contract awarded to the City of Pekin in April of 2002, the District is exercising its option to extend the contract for pupil transportation services for the 2005-06 & 2006-07 school years. The District requests that the terms and conditions of the agreement be based on the same used over the past three years.

A 2.5% minimum and a 5% maximum increase based on the CPI numbers received from the city finance director, Robert Reis. The calculated increases are as follows:

2005-06 2.5% and 5%
2006-07 2.5% and 5%

Please let me know if you require any additional information regarding the 2005-06 & 2006-07 renewal for pupil transportation services.

Matt Wilkinson
Pekin Public Schools District 108
01/05/05

Gregory J. Ranney
City of Pekin Municipal Busing
01/05/05

*Renew City of Pekin Pupil Contract 2005-06 & 2006-07
Created by Matt Wilkinson on 1/4/05
Last Printed on 1/5/05*

PEKIN PUBLIC SCHOOLS DISTRICT #108

CITY OF PEKIN BUSING 2004-2005

RATE	DAYS	NUMBER OF BUSES	TYPE OF BUS	ANNUAL COST
\$108.08	174	30	Regular transportation	\$564,177.60
\$108.08	174	2	Special Ed shuttle	\$ 37,611.84
\$108.08	174	3	Overflow/St Joseph overflow	\$ 56,417.76
\$108.08	162	13	PFEC (preschool)	\$227,616.48
Total Cost of Buses				\$885,823.68
Additional charge for Oil and Water				\$ 10,338.00
TOTAL 2004/2005 CITY OF PEKIN BUS COST				\$896,161.68

CITY OF PEKIN BUSING 2005-2006 (estimate based on 2.5% increase)

RATE	DAYS	NUMBER OF BUSES	TYPE OF BUS	ANNUAL COST
\$110.78	174	30	Regular transportation	\$578,271.60
\$110.78	174	2	Special Ed shuttle	\$ 38,551.44
\$110.78	174	3	Overflow/St Joseph overflow	\$ 57,827.16
\$110.78	162	13	PFEC (preschool)	\$233,302.68
Total Cost of Buses				\$907,952.88
Additional charge for Oil and Water				\$ 10,597.00
TOTAL ESTIMATED 2005/2006 CITY OF PEKIN BUS COST				\$918,549.88

CITY OF PEKIN BUSING
2006-2007
 (estimate based on 2.5% increase)

RATE	DAYS	NUMBER OF BUSES	TYPE OF BUS	ANNUAL COST
\$113.55	174	30	Regular transportation	\$592,731.00
\$113.55	174	2	Special Ed shuttle	\$ 39,515.40
\$113.55	174	3	Overflow/St Joseph overflow	\$ 59,273.10
\$113.55	162	13	PFEC (preschool)	\$239,136.30
Total Cost of Buses				\$930,655.80
Additional charge for Oil and Water				\$ 10,862.00
TOTAL ESTIMATED 2006/2007 CITY OF PEKIN BUS COST				\$941,517.80

Memo

To: Denny Kief
From: Kim Uhlig
CC: Mayor, Commissioners, Sue McMillan, Emily Lambe
Date: January 3, 2005
Re: Illinois River Country Participation

Denny – per my previous conversation with you, I have enclosed the Peoria Area Convention and Visitors Bureau's Regional Cooperative Illinois River Country Marketing Campaign 2004 Update.

As you will remember, the City of Pekin has partnered with PACVB for the past three years. Beginning in 2002 the city invested \$30,000 in the campaign, in 2003 and 2004 we invested \$7,500 each year. We are one of several area communities that partner in this hugely popular marketing campaign. As you can see from the 2004 Update, the marketing campaign is working – we are seeing an influx of interest in our region with growth of inquiries each year.

I recommend that the City partner again at the \$7,500 level. With that level of participation, our community is listed “separately” in the Illinois “Spring” insert (attached is a copy of last years). With the riverfront development and the Dragon's Dome now open – it is even more important this year to bring awareness to these two Pekin assets. What better way to get the biggest bang for our marketing dollars than to partner with others and reach millions of readers.

I would be happy to answer any questions from you or our Commissioners. This will be on the January 10th Council Meeting agenda for approval. The funds are budgeted out of the Hotel/Motel Tax fund.



ILLINOIS RIVER COUNTRY

REGIONAL COOPERATIVE MARKETING

WHY INVEST?

- ▣ 15 million people are within a 3 hour radius of Illinois River Country
- ▣ Campaign is already leveraged by \$125,000 from PACVB and State Grants
- ▣ Advertising value is greater than individual space purchase
- ▣ Overall campaign builds awareness and attracts visitors to our region
- ▣ Awareness increases editorial support in regional newspapers and magazines.
- ▣ Phase 1 conversion study shows an economic impact of \$427,358 to \$597,938.
- ▣ Growing interest. Phase 2 has generated over 4 times the level of interest for Phase 1. Phase 3 YTD results are 6% higher than Phase 2.
- ▣ Are we satisfied with our market share today?
- ▣ Can we successfully penetrate these markets as individual destinations?
- ▣ The Illinois River Country Nature Trail & application for National Scenic Byway designation further increase awareness about Illinois River Country.
- ▣ The return from this proven success is well worth the investment.



ILLINOIS RIVER COUNTRY

REGIONAL COOPERATIVE MARKETING

TARGET MARKETS

Chicago, St. Louis, Quad Cities, Detroit, Grand Rapids, Green Bay, Madison, Milwaukee, Rockford, Cedar Rapids, Champaign and AAA offices nationwide



CAMPAIGN COMPONENTS

- ▣ Dynamic placement in first four (or more) pages in IBOT's Spring Travel Newspaper Insert (individual recognition directly correlates with campaign contribution level)
- ▣ Three issues of "Destination Sell" in AAA Living (formerly Home & Away)
- ▣ Database of all information inquiries
- ▣ Fulfillment opportunity (shared expense)
- ▣ Additional components will be added as partnerships grow

HOW TO PARTICIPATE

Deadline for participating in the 2005 Campaign is December 31, 2004.

For more details, contact Anaise Berry, Kelly Stickelmaier or Vickie Clark at 309-676-0303 or 800-747-0302. Email Anaise at aberry@peoria.org.



Pekin *Where We Play Everyday*

- FISHING
- SOFTBALL
- GENEALOGY
- FESTIVALS

www.pekintourism.com
Toll free: 877-669-7741

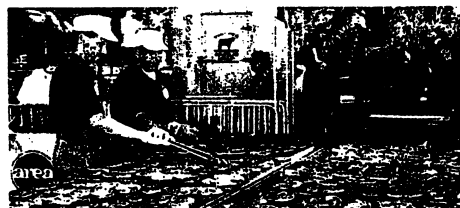
Circle #54
On Back Page Coupon

Morton *The Pumpkin Capital of the World*

Located only minutes from Peoria, Morton is a hospitality jewel in Illinois River Country! Located at the intersection of I-155 and I-74, Morton offers some of the finest in hometown hospitality, small town festivals, and amateur sports entertainment. Our hotels are located right off the Interstate, supported by over 30 restaurants. Bring your business or association conference to their conveniently located conference center, complete with catering service and breakout rooms. Treat the family to the Morton Pumpkin Festival (Sept. 15-18) and the Punkin Chuckin' Contest (Oct. 23 & 24). Discover the finest amateur baseball, soccer, and

golf facilities in the area. Morton is the most central and easily accessible hospitality location for enjoying the many exciting tourism attractions in Illinois River Country! Visit www.pumpkincapital.com for more information.

Circle #52
On Back Page Coupon



ILLINOIS



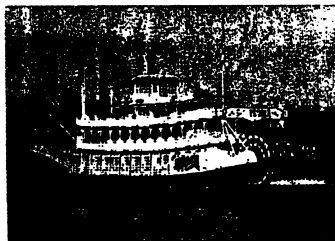
Peoria Park District

The Peoria Park District offers you great ways to play in Peoria!

Visitors will love its six affordable public courses and award-winning Golf Learning Center—not to mention the more than 200 events on Peoria's RiverFront, including great family festivals like Classic Sports Festival, Soul Fest, Erin Feis and Oktoberfest. Visit www.peoriaparks.org.

Spirit of Peoria

Step back in time for a historic and educational getaway aboard the Midwest's only authentic paddle wheeler. Experience the rich history of the Illinois River Valley between Peoria and Starved Rock State Park. This famous 150-mile, all-inclusive, two-day excursion features a relaxing stay at the charming boutique hotel, Mark Twain, in Peoria and the scenic Starved Rock Lodge in Utica, Illinois. Call 800-676-8988, or visit www.spiritofpeoria.com.



Peoria Castle Lodge

"Building on the Jumer Tradition." The Castle with European Elegance. 173 rooms—30 suites—indoor pool and an award-winning restaurant, serving American European cuisine. Leisure packages available. Currently undergoing a complete renovation, but still open for business! Call 800-285-8637, or visit www.jumers.com.

Stoney Creek Inn

Stoney Creek Inn is a 165-room Northwoods theme property. Rooms include theme suites with fireplace, family bunk rooms and a variety of standard rooms. Amenity package includes Wilderness Park indoor/outdoor swim through pool, whirlpool spa, dry sauna, exercise room, guest laundry, complimentary high-speed Internet access, and complimentary breakfast. Call 800-659-2220, or visit www.stoneycreekinn.com.





ILLINOIS RIVER COUNTRY

71

SO MANY WAYS TO PLAY

PHASE 3

2004 CAMPAIGN REVIEW



ILLINOIS RIVER COUNTRY



SO MANY WAYS TO PLAY

IBOT SPRING INSERT

- IBOT's 24 page Spring destination guide
- IRC was positioned on pages 3-6 of the publication
- Publication date: April 24, 2004

one destination
so many ways to play



illinois river country ↓

Tee off onto rolling terrain, buy some peanuts and crackerjacks, or wind down a spiraling waterslide. Sip pink lemonade at a sidewalk cafe, fish for trophy bass on a tranquil pond, savor the cool tunes at a riverfront festival and explore a unique shop or museum...

So easy, only a few miles away, yet a world apart

Plan your Illinois River Country getaway now and dive into summer.

ILLINOIS

866-896-6853 • www.peoria.org



IBOT SPRING NEWSPAPER INSERT

CIRCULATION: 1,675,000

MARKETS:

- Cedar Rapids-Marion Gazette
- Champaign-Urbana News-Gazette
- Chicago Daily Herald
- Chicago Sun-Times
- Chicago Tribune
- (Davenport) Quad City Times
- Detroit News & Free Press
- Grand Rapids Press
- Green Bay Press-Gazette
- Madison State Journal
- Milwaukee Journal Sentinel
- Peoria Journal Star
- Rockford Register Star
- St. Louis Post-Dispatch
- Suburban Chicago Newspaper
- *Also distributed to AAA offices nationwide.*

* Markets and Circulations are subject to change

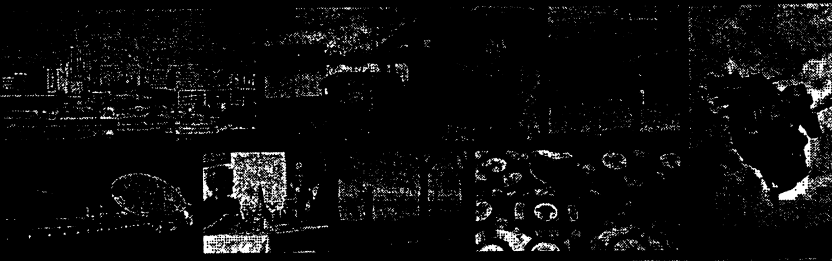


ILLINOIS RIVER COUNTRY

33
SO MANY WAYS TO PLAY

MIDWEST LIVING Magazine

one destination
so many ways to play



↓ illinois river country

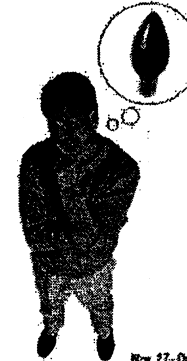
Wind your way above the scenic Illinois River valley on a spectacular drive, take in autumn's crimson and autumn hues on the deck of a refreshing river cruise, enjoy a pumpkin - or a painting - at one of our inspiring fall festivals. Get lost in a corn maze, or lost in a gazebo, while sipping your sights on the many spectacular illuminated displays that light up Illinois River country throughout the holiday season.

So easy, only a few miles away, yet a world apart.
Plan your getaway now and fall in love with Illinois River Country.

ILLINOIS

800-747-0302
www.peoria.org

need a
bright idea
for the holidays?



Nov. 27 - Dec. 31,
East Peoria Festival of Lights,
celebrating its 20th anniversary in 2004! (]
Whether you're seeking an overnight getaway (]
or a festive group tour, this Illinois tradition is sure (]
to illuminate your holiday season with fireworks, (]
lighted parade floats and displays, shopping,
entertainment, theater, dining, unique
accommodations and much more!

For more information about Festival of Lights,
call the Peoria Area Convention (]
and Visitors Bureau at 800.747.0302
or visit our website at www.peoria.org



- July-August Edition
- Circulation: 850,000

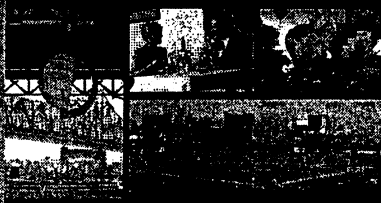


ILLINOIS RIVER COUNTRY

SO MANY WAYS TO PLAY

MIDWEST LIVING Magazine

one destination
so many ways to play



illinois
river
country ↓

Too hot onto rolling terrain, buy some peanuts and Cracker Jacks, or wind down a spiraling waterslide. Sip pink lemonade at a sidewalk cafe, fish for trophy bass on a tranquil pond, savor the cool tunes at a riverfront festival and explore a unique shop or museum.

So easy, only a few miles away,
yet a world apart.

Plan your Illinois River Country
getaway now and dive into summer.



ILLINOIS
866-896-6853
www.peoria.org

Best of the Midwest

- On Sale March-September 2004
- Circulation: 150,000



ILLINOIS RIVER COUNTRY

IN

SO MANY WAYS TO PLAY

IllinoisNOW!

one destination...



illinois river country ↓

Use a golf club and your favorite golf balls, or a fishing lure and a wooden boat. You can even enjoy a picnic on the riverbank. There's something for everyone in Illinois River Country.

So easy, only a few miles away...

Plan your Illinois River Country getaway now and escape into nature.

ILLINOIS

866-896-6853 • www.peoria.org

one destination



illinois river country ↓

Tee off on a rolling terrain, buy some peanuts and Cracker Jacks, or wind down a spiraling waterslide. Sip pink lemonade at a sidewalk cafe, fish for trophy bass on a tranquil pond, savor the cool tunes at a waterfront festival and explore a unique shop or museum.

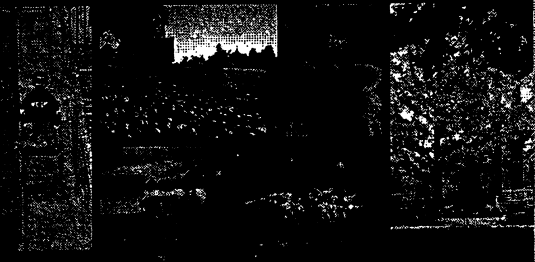
So easy, only a few miles away, yet a world apart.

Plan your Illinois River Country getaway now and dive into summer.

ILLINOIS

866-896-6853 • www.peoria.org

one destination



illinois river country ↓

Bike or hike a secluded trail, painted with the rich reds and oranges of autumn, search for a uniquely handcrafted piece of art at the Peoria Art Guild's Fine Art Fair or Peoria County's Season River Valley Scenic Drive, sip warm apple cider in an orchard, get lost in a corn maze, and watch a plasma pump in a cornfield and fly nearly a mile.

So easy, only a few miles away.

Plan your getaway now, and fall in love with Illinois River Country.

- Spring, Summer & Fall issues – Back Cover (IBOT cancelled Winter)
- Circulation: 187,500 per issue



ILLINOIS RIVER COUNTRY

PE

SO MANY WAYS TO PLAY

2004 YTD RESULTS

NAME	REQUEST FOR INFO (PHONE)	WEBSITE	READER RESPONSE
Midwest Living	10	29	747
IllinoisNOW!	20	15	0
IBOT Spring Insert	6	5	3837

Inquiry Only (phone call no fulfillment requested) **232**

Request for Info (phone call with fulfillment requested) **350**

Website (fulfillment request via www.peoria.org) **1524**



ILLINOIS RIVER COUNTRY

SO MANY WAYS TO PLAY

2004 YTD RESULTS

March - October

6,775 inquiries

6% increase over 2003 March - October

**We are still receiving requests from Midwest Living
Nov./Dec. issue and the Fall/Winter PrePrint Newspaper Insert!**



ILLINOIS RIVER COUNTRY

®

SO MANY WAYS TO PLAY

PHASE 4

2005 CAMPAIGN PLAN



ILLINOIS RIVER COUNTRY

SO MANY WAYS TO PLAY

2005 CAMPAIGN PLAN

PrePrint - Insert date April 24, 2005

Circulation

IBOT Spring Insert

Pages 3-6

1.2 million

*** 5 bonus brochure ads**

AAA LIVING (formerly Home and Away Magazine)

Circulation

**May/June, July/August
& September/October issues
Chicago and Northern Iowa**

Inside Front

450,000

PrePrint - Insert date TBD

Circulation

IBOT Fall/Winter Insert

1/8 Page ad

900,000

*** 5 bonus brochure ads**



ILLINOIS RIVER COUNTRY

TM

SO MANY WAYS TO PLAY

2005 CAMPAIGN PLAN

Other 2005 Options

- **Direct Mail (beyond fulfillment)**
- **Midwest Living**
- **Other Publications**



ILLINOIS RIVER COUNTRY



SO MANY WAYS TO PLAY

YOU CAN BE A PARTNER IN
ILLINOIS RIVER COUNTRY.

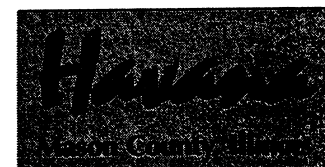
Call Anaise Berry at 676-0303



PEORIA AREA
CONVENTION AND VISITORS BUREAU



PARADISE



MORTON



Holiday Inn City Centre
Hotel Pere Marquette
Mark Twain Hotel
Shoppes at Grand Prairie

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING AN AGREEMENT TO PURCHASE
AND AUTHORIZING THE PURCHASE OF REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

WHEREAS, LAWRENCE J. SMITH (the “Seller”) owns the real property commonly known as 102 Cynthiana Street, Pekin, Illinois (the “Property”); and

WHEREAS, the City is considering a program for the reconstruction of a redevelopment project area known as the City of Pekin Tax Increment Financing District Plan and Project Area No. 1-Downtown (the “Redevelopment Project Area”) in the City, pursuant to 65 ILCS 5/11-74.4-1 et seq., the “Tax Increment Allocation Redevelopment Act” (hereinafter referred to as the “Act”); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a redevelopment plan (hereinafter referred to as the “Redevelopment Plan”) pertaining to the redevelopment of the Redevelopment Project Area, a copy of which is available for inspection in the office of the City Clerk of the City; and

WHEREAS, the City’s purchase of the Property will assist the City to achieve the objectives of the Redevelopment Plan, and in accordance with the uses set forth therein; and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is desirable and will aid the City in its redevelopment of the riverfront; and

WHEREAS, the City and the Seller have negotiated a proposal to purchase the Property, a copy of which said Agreement to Purchase is attached hereto as Exhibit "A" and made a part thereof by reference thereto; and

WHEREAS, the City Council has found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into the Agreement to Purchase with the Seller on the terms and conditions as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City believes it is necessary to obtain the Property in order to arrest the economic and physical decline of the Redevelopment Project Area, and to promote a policy of stabilization not only in the Redevelopment Project Area, but also in the surrounding area of the City; and

WHEREAS, the City believes that the purchase of the Property will aid the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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

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

SECTION II. That the Agreement to Purchase between the City and LAWRENCE J. SMITH, attached hereto as Exhibit "A" and by this reference incorporated herein, for the property commonly known as 102 Cynthiana Street, Pekin,

Illinois for the sum of \$24,000.00 is hereby accepted by the City of Pekin, and said real estate shall be purchased from the Seller in accordance with the terms of the Agreement to Purchase.

SECTION III. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest the Agreement to Purchase and such other documents as may be necessary to consummate the transaction contemplated herein and in said Agreement to Purchase.

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

SECTION V. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as may be required by law.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT TO PURCHASE

THIS AGREEMENT TO PURCHASE is entered into between LAWRENCE J. SMITH (the "Seller") and CITY OF PEKIN, an Illinois Municipal Corporation (the "Buyer").

I. Mutual Covenants.

Seller agrees to sell and Buyer agrees to purchase the following described real estate, together with all improvements and appurtenances thereon, upon the terms set forth in this Agreement (the "Property"); see attached Exhibit "A".

II. Purchase Price and Demolition.

Buyer shall pay the Seller the total sum of Twenty Four Thousand (\$24,000.00) Dollars plus reimbursement to Seller for the actual cost of demolition of the building on the real estate set forth on the attached Exhibit "A", provided however, that Buyer shall only be obligated to reimburse Seller for those expenses that have been approved in writing by Joe Wuellner as Director of Public Works for the City of Pekin. The Buyer has paid the sum of \$1,000.00 as earnest money, and the balance of the purchase price shall be paid by the Buyer to the Seller at closing by cashier's check or other form of payment acceptable to Seller. *Approval of the seller's demolition cost shall be a condition precedent to this agreement* 

It is further agreed that Seller shall complete total demolition of the building on or before April 30, 2005, and that said unimproved lot shall be compacted to 90%, site cleaned of all debris and seeded, the basement floor broken up to prevent water build-up, sewer line exposed, capped and verified by the city plumbing inspector, and basement filled. All work to be inspected by City Inspection Department for final approval.

III. Possession and Closing.

Seller shall deliver possession of the Property to Buyer concurrently with the closing of this transaction. Closing shall take place on or before April 30, 2005. Time and place of the closing to be agreed upon by the parties.

IV. Approval of Purchase.

The purchase of the Property is subject to approval by the City Council of the City of Pekin.

V. Deed of Conveyance.

Seller shall execute a recordable Warranty Deed sufficient to convey the Property to Buyer, or Buyer's nominee, in fee simple absolute, subject only to exceptions set forth in title commitment #971671 dated October 26, 2004, of First American Title Insurance Company, a copy of which is attached hereto as Exhibit "B" and by reference incorporated herein, and to be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Agreement.

VI. Personal Property.

No items of personal property are included in this sale.

VII. Condition of Property.

Buyer acknowledges that it has inspected the Property and that it is acquainted with the condition thereof and accepts the Property as of the time the Buyer executed this Agreement in "AS IS" condition.

VIII. Warranties; Environmental Matters.

The Seller expressly warrants that Seller has received no notices from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the Property.

To the best of Seller's knowledge, there are no underground storage tanks on said Property nor is the Property subject to the reporting requirements of Section 312 of the Emergency Planning and Community Right-to-Know Act; and Seller is, therefore, not required to make disclosure nor is this transaction subject to the Illinois Responsible Property Transfer Act.

IX. Real Estate Taxes and Special Assessments.

Seller shall pay the general real estate taxes for the year 2004, payable in 2005, and the general real estate taxes for the year 2005, payable in 2006, prorated to date of possession. The balance of the real estate taxes for the year 2005, payable in 2006, will be assumed by Buyer. Taxes for all subsequent years shall be paid by Buyer. Any special assessments levied or pending at closing shall be paid by the Seller. Any subsequent special assessments shall be paid by Buyer.

X. Evidence of Title.

Prior to closing, Seller shall deliver to Buyer a Commitment for Title Insurance, being #971671 and attached hereto as Exhibit "B", issued by First American Title Insurance Company committing First American Title to issue a policy insuring title to the Property in Buyer for the

amount of the purchase price. Buyer shall pay for any "date down" of the title commitment thereafter.

Permissible exceptions to title shall include only: (a) the lien of general taxes and special assessments, if any, not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) items assumed by Buyer hereunder; (e) any lien which may be removed by the payment of money from the purchase price at the time of closing; and (f) covenants and restrictions of record.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time, but not later than the closing date. Seller shall have a reasonable time (but not later than the closing date) to have such title exceptions removed; provided, however, that if such exceptions are raised less than seven (7) calendar days prior to closing date, Seller shall have seven (7) calendar days beyond the closing date to cure such exceptions if such exceptions can reasonably be expected to be cured within such time, and the closing date shall be extended accordingly. If Seller is unable to cure such exceptions, then Buyer shall have the option to cancel this Agreement and Seller shall refund the earnest money.

XI. Default; Attorney Fees.

If Buyer fails to perform any obligation imposed by the Agreement, Seller may serve written notice of default upon Buyer; and if such default is not corrected within ten (10) days thereafter, this Agreement shall terminate and the parties shall have no further rights or obligations under this Agreement. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Seller, and the Seller shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

In the event of a failure of Seller to perform the obligations imposed by this Agreement, Buyer may terminate this Agreement upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Buyer, and the Buyer shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

If either party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

XII. Reimbursement for Costs

None, except for the demolition costs as set forth in Article II of this Agreement.

XIII. Notices.

Any notice required under the Agreement to be served upon Seller or Buyer shall be effective when actually received or when mailed by certified mail to such party.

XIV. Entirety of Agreement.

This Agreement contains the entire agreement between the parties.

XV. Time of the Essence.

The time for performance of the obligations of the parties is of the essence of this Agreement.

BUYER:

SELLER:

CITY OF PEKIN,

By _____
Its Mayor



LAWRENCE J. SMITH

ATTEST:

Its City Clerk

EXHIBIT "A"

Legal Description

Lots 3 and 4 in Block 1 in the ORIGINAL TOWN, now City of Pekin, Tazewell County, Illinois - commonly known as 102 Cynthiana Street, Pekin, Illinois.

PIN: 04-04-34-459-001

RIGHT FAX

10/28/2004 5:51 PM PAGE 2/000 FAX SERVICE

**First American Title Insurance Company
351 Sabella Street, Pekin, IL 61554
Phone (309) 347-6126 Fax (309) 347-4523
ALTA Commitment
Schedule A**

Reference: City of Pekin

File No.: 971671

1. Effective Date: October 26, 2004

2. Policy or Policies to be issued: Amount:

a. ALTA Owner's Policy

1992 Owner's Policy (10-17-92) \$30,000.00

Proposed Insured:

City of Pekin, an Illinois Municipal Corporation

b. ALTA Loan Policy

ALTA Loan Policy

None None

Proposed Insured:

None

3. The estate or interest in the title described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:

Lawrence J. Smith.

4. The mortgage and assignments, if any, covered by this Commitment are described as follows:

To Be Furnished

5. The land referred to in this Commitment is described in Schedule C attached.

Note: For informational purposes only, the land is known as:

102 Cynthia Street
Pekin, IL 61554

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B AND C ARE ATTACHED.

**ALTA Commitment
Schedule C**

File No.: 971671

Legal Description:

Lots 3 and 4 in Block 1 in the ORIGINAL TOWN, now City of Peck; situated in the COUNTY OF TAZEWELL, IN THE STATE OF ILLINOIS.

ALTA Commitment**Schedule B****File No.: 971671**

Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

1. General taxes for the year 2004, and subsequent years which are not yet due and payable.

Tax Identification no.: 04-04-34-459-001

Note for informational purposes 2003 taxes:

1st Installment in the amount of \$469.67 with a status of PAID. (Due Date 06/21/2004)

2nd Installment in the amount of \$469.67 with a status of PAID. (Due Date 09/01/2004)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

2. The spouse of the party (parties) in title should join in any conveyance for the purpose of releasing their homestead interest, if applicable.
3. Terms, conditions and provisions of Ordinance No. 1568-A61 entitled A part and portion of Ordinance No. 1659 of the City of Pekin, Tazewell County, Illinois, known as the Zoning Ordinance recorded March 24, 1994 as document 889910 in Book 4096 on Page 121.
4. Municipal and County ordinances and all matters contained in such ordinances are excluded from the coverage of the policy.

End of Schedule B**LSY**