



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF MONDAY, DECEMBER 14, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty Dunn

III. ROLL CALL
Clerk to Call the Roll.

IV. APPROVAL OF AGENDA
ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: *Motion to approve minutes of Regular Council Meeting of Monday, November 23, 2009 and the Special Council Meeting of November 30, 2009.*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS
Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting. Speakers will be limited to 3 minutes.

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Police Department November Report, Traffic Safety Committee Minutes Dated December 4, 2009, Mayor Advisory Committee for Persons with Disabilities Minutes Dated October 8, 2009, and Animal Control November Report.
- 2. Charitable Solicitation:** Donation Canisters for David Pollard.
- 3. Resolution No. 27-09/10** – Mayor's Appointment of Steven Martin to the Economic Development Advisory Committee to fill the unexpired term of Bob Sidell for a term until the first Monday in May, 2010.
- 4. Resolution No. 28-09/10** – Mayor's Appointment of Michael Walker to the Zoning Board of Appeals to fill the vacant term to May 31, 2012.
- 5. Receive and File** Meeting Schedule for the Pekin City Council for 2009 and the Meetings of Official Bodies of the City of Pekin, Illinois
- 6. Receive and File** The Pekin Planning Commission Minutes Dated November 18, 2009.

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

- a. Hearing #09-1787– approval of the Site for a Drive thru for dry cleaning and coffee orders located at 312 Derby Street in Tazewell County, Illinois.
- b. Hearing #09-1788 – approval of the Special Use Request a Drive thru for dry cleaning and coffee orders located at 312 Derby Street in Tazewell County, Illinois.
- c. Hearing #09-1791– approval of the Site Plan for Display and Sales of Portable Wood Sheds and Small Buildings with the stipulation of a display limit of eight sheds and/or buildings at any one time and a setback requirement of 10’ behind the sidewalk located at 425 Ann Eliza along with an updated Site Plan for the request to the Council.
- d. Hearing #09-1792 – approval of the Special Use Request for Display and Sales of Portable Wood Sheds and Small Buildings with the stipulation of a display limit of eight sheds and/or buildings at any one time and a setback requirement of 10’ behind the sidewalk located at 425 Ann Eliza.
- e. Hearing #09-1793 & 09-1794 - made no recommendation for the Site Plan and Special Use for an AT&T Cell Tower located at 3000 Court Street due to the request by the Applicant to remove the item from the Agenda.
- f. Informal Hearing – recommends for the City Council to hold Moratoriums regarding New Billboard. Illuminated Signs, etc. requests until the Sign Ordinance can be updated.

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. NEW BUSINESS

1. Ordinance No. 2604-09/10 – Authorizing Loan Agreement

(DK)

DESCRIPTION: Agreement with Central Illinois Sports Alliance, LLC for Acquisition of the Dome.

ACTION: Motion to approve the ordinance.

VOTE REQUIRED

2. Resolution No. 29-09/10 - Illinois Municipal Retirement Fund Benefit Protection Leave Form 6.32

(PP)

DESCRIPTION: authorizes one employee to receive service credit for 7 months of service time with IMRF as a result of no “earnings” in 2008 during 7 months of being on Worker Compensation.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

3. Resolution No. 22-09/10 - Abatement of Taxes Ordinance No. 2324 \$1,040,000 General Obligation Refunding Bonds Series 2003 (Refund 1991 Corporate Purpose)

(SM)

DESCRIPTION: authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$120,017.50 provided in bond ordinance issued for Public Works Projects to pay the principal and interest.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

4. Resolution No. 23-09/10 - Abatement of Taxes Ordinance No. 2386 Series 2004 \$2,950,000

(SM)

DESCRIPTION: authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$411,827.38 provided in bond ordinance issued for vehicles and the Riverfront Project through Herget Bank to pay the principal and interest.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

5. **Resolution No. 24-09/10 - Abatement of Taxes Ordinance No. 2387 Series 2004 \$1,410,000** (SM)
DESCRIPTION: authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$204,777.50 provided in bond ordinance issued for TIF Downtown Business District through Bernardi Securities, Inc to pay the principal and interest.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

6. **Resolution No. 25-09/10 - Abatement of Taxes Ordinance No 2415 Series 2005 \$1,120,000** (SM)
DESCRIPTION: authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$146,440.00 provided in bond ordinance issued for Riverway Business Park Industrial Park Land Expansion to pay the principal and interest.

ACTION: Motion to adopt resolution.

VOTE REQUIRED

7. **Site Plan** (JW)
DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the site plan for a Drive thru for dry cleaning and coffee orders located at 312 Derby Street in Tazewell County.

ACTION: Motion to approve the Site Plan.

8. **Special Use** (JW)
DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the special use for a Drive thru for dry cleaning and coffee orders located at 312 Derby Street in Tazewell County.

ACTION: Motion to approve the Special Use Request.

VOTE REQUIRED

9. **Site Plan** (JW)
DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the site plan for Display and Sales of Portable Wood Sheds and Small Buildings with the stipulation of a display limit of eight sheds and/or buildings at any one time and a setback requirement of 10' behind the sidewalk located at 425 Ann Eliza along with an updated Site Plan for the request to the Council.

ACTION: Motion to approve the Site Plan.

10. **Special Use** (JW)
DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the special use for Display and Sales of Portable Wood Sheds and Small Buildings with the stipulation of a display limit of eight sheds and/or buildings at any one time and a setback requirement of 10' behind the sidewalk located at 425 Ann Eliza.

ACTION: Motion to approve the Special Use Request.

VOTE REQUIRED

11. **Resolution No. 30-09/10 – Approval of Final Plat Estates at Lakeview** (JW)
DESCRIPTION: layout of 14 residential lots and 2 commercial lots in new subdivision

ACTION: Motion to adopt resolution.

VOTE REQUIRED
12. **Hearing Officer Agreement** (RS)
DESCRIPTION: Mutual covenants of an agreement with J. Brian Heller to conduct administrative adjudicatory hearings of ordinance violations for the City of Pekin as Hearing Officer.

ACTION: Motion to approve the agreement.

VOTE REQUIRED
13. **Ordinance No. 1462-A194-09/10 – Amending Title 8, Chapter 4, Section 1. D. of the Code of the City of Pekin Regarding No Parking Schedule** (JW)
DESCRIPTION: Recommendation of the Traffic Safety Committee to restricted parking in 900 block of South 7th Street 95’ south of the Park Avenue intersection to 180’ on the west side to address traffic concerns entering and exiting office building parking lot.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
14. **Ordinance No. 2605-09/10 – Establishing a Moratorium on the Issuance of Off-Premises Sign Permits** (RS)
DESCRIPTION: Recommendation of the Pekin Planning Commission to suspend all sign activity on electronic/LED signs and billboards until the Code is reviewed for necessary changes.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
- IX. **ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**
Council Members
Staff
Public Questions
Press Time
- X. **EXECUTIVE SESSION**
- XI. **ADJOURNMENT**
With no further action to come before the Council the Mayor declares meeting closed in open session.

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, NOVEMBER 23, 2009 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: NONE

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

Roll was called and all Council Members were present.

AGENDA

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

MINUTES

Motion by Council Member Blanchard, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of November 9, 2009 be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT

Dan DeHoog, 619 South 12th Street addressed Council regarding the Levy Ordinance. He requested taxes be cute and proposed 4 samples where he felt the City could save money.

Jason Juchems, 1306 Catherine Street, questioned the details of the Animal Control Agreement with Tazewell County. He particularly interested in if the terms included pick-up and disposal of snakes or reptiles.

CONSENT AGENDA

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

1. **Receive and File Monthly Reports and Minutes:** Tazewell County Animal Control October counts, and Building Department October Report.
2. **Proclamations:** "Drunk and Drugged Driving (3D) Prevention Month".
3. **Receive and** Illinois Environmental Protection Agency Water Pollution Control Permit No. 2009-AB-1165 for Sewer Treatment Plant Improvements Phase 1.
4. **Receive and File** Vista Grande Sewer Easements.
5. **Resolution No. 21-09/10** – Mayor's reappointment of Steve Brown and Dennis Kief to the Riverway Business Park Review Committee until November 23, 20113.
6. **Receive and File** Petition for Annexation Lakeview Estates.
7. **Receive and File** Tax Increment Financing - Central Business District Fund Financial Statements April 30, 2009 Prepared by Willock Warning & Co., P.C.
8. **Receive and File** Tazewell/Pekin Consolidated Communications Center Financial Statements April 30, 2009 Prepared by Willock Warning & Co., P.C.

9. **Receive and File** Pekin Fire Department 2% Foreign Fire Insurance Fund October 2, 2008 – September 29, 2009 Annual Audit.

10. **Receive and File** Pekin Planning Commission Hearings and Recommendations:

- a. Hearing #09-1789 – approval of the Site Plan for Auto Repair and Sales with the stipulation of a 15 parking space limit and present an updated Site Plan for the request to the City Council located at 1404 Broadway
- b. Hearing #09-1790 – approval of the Special Use Request for Auto Repair and Sales with the stipulation of a 15 parking space limit located at 1404 Broadway Road.

On roll call vote, all present voted Aye. Council Member Blanchard noted the correct term of the reappointed member of the RWBP Review Committee was until 2012 as stated on the resolution not 2013 typo on agenda. The Council Member also expressed concern and felt the appointments should be stated by position not named employees in case they no longer worked for the City.

COMMUNICATIONS, PETITIONS, REPORTS

Public Works Director Joe Wuellner presented the plan of the Street Department and City for removing snow for the 2009-2010 winter season. In an effort to reduce snow removal costs his different approach would be to clean streets based on the amount of snow to save both salt and overtime expenditures as well as provide more rest time for the employees.

- Up to 2 inches – plow only main routes and hills
- 2 inches up to 6 inches – plow main routes and hills and side streets as needed
- Over 6 inches – plow main routes and hills. Work shifts established. Outside contractors for downtown areas
- Ice storms – salt applied main routes and hills followed by intersections

He advised that the salt barns were full at \$50/ton salt, the negotiated same price of the previous year. Council suggested the police and fire departments be notified of the snow removal plan and that the information be placed on Channel 22 for public awareness.

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member Strand, that the **SITE PLAN FOR AN AUTO REPAIR AND SALES LOCATED AT 1404 BROADWAY ROAD, be approved** with the stipulation of a 15 parking space limit, 10 cars repair, 5 cars for sale, and presented updated Site Plan as recommended by the Pekin Planning Commission. Public Works Director Joe Wuellner presented the recommendations of the Planning Commission for the owners of a business to operate on the lot just east of Walgreens. Zoned B-3 but needing the special use for auto service, the upgrade of buildings and lot would improve the condition of the area.
On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Barra, that the **SPECIAL USE FOR AN AUTO REPAIR AND SALES LOCATED AT 1404 BROADWAY ROAD, be approved** with the stipulation of a 15 parking space limit, 10 cars repair, 5 cars for sale, and presented updated Site Plan as recommended by the Pekin Planning Commission. On roll call vote all present voted Aye.

ORDINANCE NO. 2601-09/10

MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES MAY 1, 2009 TO APRIL 30, 2010 KNOWN AS THE LEVY ORDINANCE

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that **Ordinance No. 2601-09/10 –be adopted.** City Manager Dennis Kief presented the proposed Levy which was the same as 2008 - \$5,668,196.00. He recapped the options and proposals that were discussed at the last Council Meeting. He noted the levied amount was not the recommendation of the staff. Council Member Schmidgall requested that core services not be cut. Council Member Blanchard spoke in support of keeping the levy the same. He felt it was not the time to increase when Council had been told that the healthcare savings, the 2% beverage tax, and the increases in fines were needed to prepare for these hard times. Council Member Barra stated that the general fund would already be receiving \$588,199 less than the previous year because of the increased Police and Fire Pension Funds. If the Council remained status quo on the levy the budget would be impossible without major cuts. On roll call vote, Ayes, Schmidgall, Strand, Kortkamp, Blanchard, Abel, and Dunn; Nay, Barra. Motion Carried.

Motion by Council Member Barra, seconded by Council Member Blanchard, that the **AGREEMENT WITH TAZEVELL COUNTY FOR ANIMAL CONTROL JANUARY 1, 2010 TO DECEMBER 31, 2010** in the amount of \$43,213.00 be approved. Police Chief Ted Miller advised the Council that historically the City had contracted for the pick-up, dispersal/disposal of stray animals. The contract was an increase of \$43.00 over 2009. Council Member Blanchard requested that there be an alternative to develop the City's own control program. Discussion followed and indicated that costs would be greater than those incurred by the agreement. Handling in excess 800 animals per year would create expense, concern, and liabilities for the City. Bob Marshall, Tazewell County Animal Control Director, was present to answer questions and concerns that wild animals not picked-up. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Garnet Meischner, 1401 Janssen Street, requested that at minimum the City require the private owner of the Parking lot on 8th Street at the ATM machine place reflective lights on the concrete barriers between the next business.

Dan DeHoog, 619 South 12th Street, addressed Council regarding inspection of his pool for Code Enforcement. Mr. DeHoog was asked to discontinue relating his inappropriate concerns directed at individual employees.

EXECUTIVE SESSION

Motion by Council Member Strand, seconded by Council Member Blanchard, that **Council move to Executive Session** at 6:40 P.M. to discuss

5 ILCS 120/2 (c) 2. Collective negotiating matters between the public body and its employees or their representatives.

5ILCS 120/2 (c) 11. Litigation

On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 7:12 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, NOVEMBER 30, 2009 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: KORTKAMP

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

Roll was called and all Council Members were present except Council Member Kortkamp.

AGENDA

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

PUBLIC INPUT ON AGENDA ITEMS

COMMUNICATIONS, PETITIONS, REPORTS

Public Hearing: Mayor Dunn opened a hearing at 5:33 p.m. for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the annexation to the City of Pekin a tract of property comprising approximately 131.908 acres of land. City Manager Dennis Kief and Public Works Director Joe Wuellner informed Council that a local development group approached the City months ago to annex land known as the Unland Property at Broadway and Veterans Drive. The developer presented a site plan for 14 residential and 2 commercial lots. Terms of annexation were agreed upon in the development agreement. No other comments were received and the Mayor closed the hearing at 5:34 p.m.

Public Hearing: Mayor Dunn next opened a hearing at 5:35 p.m. for the purpose of discussing the Sale of Municipally Owned Property in Riverway Business Park, commonly known as 2000 S. 2nd Street PIN #10-10-10-300-006 to WHEELWORX NORTH LLC. City Manager Dennis Kief advised the Council of the proposal from a growing business to locate in the RWBP after purchasing 10 acres west of Hanna Steel with an option for an additional 10.44 acres. The public was given the opportunity to address the sale. No comments were received. The hearing was closed at 5:36 p.m.

NEW BUSINESS

**ORDINANCE NO. 2602-09/10
AUTHORIZING THE SALE AND TRANSFER OF MUNICIPALLY OWNED PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS
WHEELWORX NORTH LLC AND USA RAIL LLC**

Motion by Council Member Strand, seconded by Council Member Abel that **Ordinance No. 2602-09/10 be adopted.** The ordinance authorized the sale of 10.00 acres in RWBP for the purpose of developing the acquisition site with assistance of the City to achieve the objectives of the Business Park and developer. Mayor and City Manager advised Council on the proposed acquisition site for an industrial/business building containing 35,000 square ft. for the manufacture and warehouse of railcar wheel parts. The terms of the project included \$147,050.00, option for 10.44 additional acres and 38 positions. Economic Development Coordinator Steve Brown read a letter from the Alabama based corporation president Gary Schoenfeldt. Council Members expressed congratulatory remark and support for the new business. On roll call vote, all present voted Aye.

ORDINANCE NO. 2603-09/10
APPROVING ANNEXATION AGREEMENT

PIN #11-11-05-100-006.

Motion by Council Member Barra, seconded by Council Member Blanchard, that the **Ordinance No. 2603-9/10 be adopted**. Public Works Director Joe Wuellner presented the provisions of an Agreement with Estates at Lakeview, Ltd for the City to annex 131.908 acres along the Veterans Drive corridor based on the recommendation of the Pekin Planning Commission and compliance with the Comprehensive Plan of the City. The proposed subdivision would contain 14 residential lots and 2 commercial lots. Council Members were advised on the questions of snow removal, the site containing all private drives, the existence of 3 curb cuts on Broadway, and the dedication of Lot 16 to the City. Developers Joe Miller and Brent Glassey were present for questions. On roll call vote, all present voted Aye.

RESOLUTION NO. 26-09/10
PRELIMINARY PLAT ESTATES AT LAKEVIEW SUBDIVISION

Motion by Council Member Blanchard, seconded by Council Member Strand, that **Resolution No. 26-09/10 - the Preliminary Plat Estates at Lakeview Subdivision, be adopted**. The site map depicted the layout of 14 residential lots and 2 commercial lots in a new subdivision. On roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A178-09/10
PROVIDING FOR THE REZONING OF CERTAIN PROPERTY

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that **Ordinance No. 1568-A178-09/10, be adopted**. The ordinance provided for the zoning assignments of 16 lots in new subdivision Estates at Lakeview from County RR (Rural Residential) to Lots 1-14 R-1 (One-Family Residential) and from C-2 (General Business) to Lots 15 and 16 B-3 (General Business). Council was advised the lay of the land containing a ravine between the commercial and residential lots would provide the necessary buffer. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council member Blanchard congratulated Coach Rich Lee and his wife for being named parade marshals of the Winter Wonderland event. Mayor Dunn encouraged the public to attend the Christmas on Court Main Street events on Friday, December 4. He also advised the public that the December 14th Council Meeting would be the last meeting of the year.

Motion by Mayor Dunn, seconded by Council Member Blanchard, that the **Council move to Executive Session** at 6:00 P.M. to discuss 5ILCS 120/2 (c) 1. the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 6:20 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN

POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR NOVEMBER 2009

	NOVEMBER 2008	OCTOBER 2009	NOVEMBER 2009
TRAFFIC TICKETS	374	229	325
WARNING TICKETS	193	192	166
OFFENSES	506	491	491
ARRESTS	207	253	220
PARKING TICKETS	279	313	362
STOPS	487	430	454

CITY ORDINANCE TICKETS FOR NOVEMBER 2009

NUMBER OF TICKETS WRITTEN 55
NUMBER OF TICKETS PAID OVER THE COUNTER 27
FINES COLLECTED OVER THE COUNTER \$6,650

IMPOUNDED VEHICLES FOR NOVEMBER 2009

TOTAL VEHICLES IMPOUNDED: 25
AMOUNT OF FINES COLLECTED: \$7000

OFFENSES

DRUG RELATED	4
DUI	4
DWLS/R	13
UOW	0

MULTIPLE OFFENSES

DRUGS/DUI	2
DRUGS/DWLS-R	1
DRUGS/UOW	0
DUI/DWLS	1
TOTAL	25

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
DECEMBER 4, 2009 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Denny Kief, John Ghidina, Kurt Nelson, Will Taylor. Also present: Lee Ann Wrhel.

Old Business:

1. *Pedestrian Crossing – Parkway @ Coal Miners*
After the first of the year, Joe Wuellner will research a push button red light at this crossing.
2. *Speed of Vehicles on Georgeanne*
A traffic study was conducted on this street. After a review of the results, Dennis Kief presented a motion to leave the speed limit as is in this location. Will Taylor seconded the motion. All in favor.
3. *Parking – 400 Block of S. 7th Street – Possible Stickers for Residents*
After discussion of the parking in this location, Dennis Kief presented a motion to leave the parking restriction in place as is in this location. Will Taylor seconded the motion. All in favor.

New Business:

1. *Street Light – Rt. 98 @ McNaughton Park Road*
It was brought to the attention of the committee that this location has no street light and it is very dark. Joe Wuellner will contact Ameren to have a street light installed at this location.
2. *Stop Sign on Alameda at Gingoteague*
Rick James (1808 Gingoteague, 241-6728) had contacted the committee and attended the meeting to request a stop sign on Alameda at Gingoteague. A traffic study was conducted in this location. After review of the traffic study and much discussion, Dennis Kief presented a motion to leave the area as is at this time. Kurt Nelson seconded the motion. All in favor.
3. *Parking on S. 7th Street along the side of HeartCare Midwest*
The committee received correspondence from the HeartCare Midwest office located on Park Avenue. They would like parking to be restricted on S. 7th Street in the block where the entrance/exit to their parking lot is located. Dennis Kief presented a motion to make a recommendation to City Council to restrict parking in the 900 Block of S. 7th Street, 95 feet south of the intersection of Park Avenue to 180 feet south. This restriction is for southbound traffic and is on the west side of the street. Will Taylor seconded the motion. All in favor.
4. *Crosswalk – Court @ Valle Vista*
The committee received a request asking what can be done to make pedestrian crossing safer at this location. It was noted by the committee that there are no crosswalks on Court Street and no crosswalk heads on the traffic signal poles. Joe Wuellner will check with IDOT regarding the standards at intersections such as this one.
5. *Flashing Yellow – Schramm @ Broadway*
Joe Wuellner had received a request for a flashing yellow light at the T-intersection of Schramm and Broadway. Due to the reduced speed limit in this area, Dennis Kief presented a motion to leave this location as is at this time. Kurt Nelson seconded the motion. All in favor.

6. *4-Way Stop – Bacon @ McLean*

After a discussion of the stop sign request at this location, Dennis Kief presented a motion to leave this intersection as is at this time. Will Taylor seconded the motion. All in favor.

7. *Township Lot at Post Office – Wall on Elizabeth – Blocked View*

This item was discussed. The lot belongs to the township. Dennis Kief presented a motion to leave the area as is. Kurt Nelson seconded the motion. All in favor.

8. *Overnight Parking E-Mail and Information*

Chief Miller had forwarded the committee members a copy of the ordinance used by the City of Morton to prohibit overnight parking on streets. This ordinance would not be workable for the City of Pekin. Deputy Chief John Ghidina did note that vehicles parked on the streets overnight present a visibility issue for patrol officers. Chief Kurt Nelson also stated that it makes it more difficult for fire trucks to get through streets.

9. *Entrance Drive “Local Traffic Only” request*

This request was discussed by the committee. Dennis Kief presented a motion to leave the area as is. Kurt Nelson seconded the motion. All in favor.

Around the Table

Will Taylor presented a visibility issue that had been brought to his attention on westbound Caroline Street at Second Street. Joe Wuellner will check into this. It will be put on the January agenda.

It was noted that the January meeting will be on the second Friday (January 8th) due to the New Year’s Day holiday on the first Friday.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JANUARY 8, 2010 @ 8:30 A.M.

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
October 8, 2009; 4:00 pm

Present: Libby Holbrook, Joey Meskiman, Dick Berger, Roy Davis, Tammy Helm, Perry Martin, Pamela Anderson, Vicki Bass, Barb Meskiman & Joe Wuellner

Not present: Jim Deford & Leia Stewart

- I. Welcome and introductions
- II. Approval of the October minutes: L. Holbrook 1st; J. Meskiman 2nd; all ayes
- III. Guest – City of Pekin Inspection Department (Joe Wuellner; Public Works Director)
 - A. Discussion of the ADA law – in existing structures the inspection department has no leverage for ADA compliance; however, if an existing structure undergoes a certain percentage of the value of the building of rehabilitation, then ADA modification is applicable.
 - B. North side of Derby and 10th Street may possibly have ADA sidewalk work completed due to a DCEO grant. The State of Illinois has re-appropriated the dollars – the City of Pekin is proceeding cautiously due to this project being reimbursable. (\$180 grant; \$110 awarded contract)
 - C. The entry to Pekin Family restaurant is dangerous for people with disabilities in scooters – the 2nd door has a bump that is difficult to get over.
 - D. Frustration occurs as a result of the original ADA law being developed before the high use of scooters. Therefore, the current ADA regulations are outdated.
 - E. If there are no sidewalks present then there is no enforcement to install sidewalks. This is found in the older sections of town.

Next meeting: November 12, 2009 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
October 8, 2009; 4:00 pm

When new sub-divisions are built, sidewalks are part of the developer agreements. The City of Pekin still has its sidewalk program. Depending on the physical location of the applicant, they are responsible for 50/50 (not within a low to moderate income Census Tract) or 75/25 (within a low to moderate income Census Tract).

- F. Curb cuts requested at Prince and 13th and 6th and Prince – requested them to contact Dave Pagliaro.
 - G. Discussion of Derby Street and Wanda's Barber shop. This was not completed during the first CDBG ADA sidewalk program due to lack of dollars. The sidewalk condition is a result of tree roots.
 - H. Dave Pagliaro is the contact within the City of Pekin for sidewalk repairs.
 - I. There is a process of "slab-jacking" available to raise a sidewalk if the sidewalk has sunken. These lift the sidewalk. Unsure of where they are available.
 - J. The US post box has been replaced.
 - K. At Myers and 14th there is a tree planted and unable to see to the left.
 - L. T. Helm offered to Inspections Dept. the services of Advocates for Access for ADA specialist that will assist with compliance issues. This would serve as an outside agency perspective.
- IV. Old business –
- A. Designated Priorities
 - 1. J. Meskiman will attempt to contact Peoria contact again.

Next meeting: November 12, 2009 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
October 8, 2009; 4:00 pm

- 2. T. Helm will follow up on the request to Advocates for Access for educational services to Tazewell County.
 - 3. J. Meskiman will keep Committee updated on the financial situation of the State of IL for the Braille brochures.
- B. City-link / Public Transportation Sub-Committee update
 - 1. R. Davis gave an update: identification of issues related to fixed/current bus routes, Para-transit – possible 3rd bus added for demand and response; marking route; bus shelters; survey for Sunset Hills area; next meeting Citi-link will provide a map of bus routes and the ¾ mile coverage for ADA Para-transit services; the next meeting will be on October 21st at 1pm.
- C. Disability Awareness Week July 2010
 - 1. Recommended that a sub-committee be formed to work on this. Initial sub-committee members: J. Meskiman, P. Martin, T. Helm, P. Anderson. Next meeting this will be finalized.
- V. Around the table
 - A. R. Davis – bus schedules at City Hall counter are incorrect. Need updated ones.
- VI. Adjourn – L. Holbrook 1st; J. Meskiman 2nd

Next meeting: November 12, 2009 at 4:00 pm

Animal Counts Brought in by Wardens between November 1, 2009 and November 30, 2009

City	Warden	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
	Vogel	City	223 SAPP	11/11/2009	Other	SQUIRREL	E	1	92409
	Hoyland	City	1415 CATHERINE	11/3/2009	Cat	DSH	E	9	92352
	Hoyland	City	11TH & ANN ELIZA	11/5/2009	Dog	LAB	A	19	92372
	Hoyland	City	1110 KENNEDY	11/5/2009	Cat	DSH	E	13	92370
	Hoyland	City	1406 MATILDA	11/9/2009	Cat	DSH	R	3	92394
	Hoyland	City	1600 BLK SARATOGA	11/2/2009	Dog	MALTESE	E	18	92347
	HARMS	City	PEKIN POLICE DEPT	11/1/2009	Cat	DSH	E	1	92340
	Vogel	City	DERBY ST	11/12/2009	Dog	BASSET MIX	R	0	92408
	HOMER	City	2210 SCENIC VIEW DR	11/5/2009	Dog	TERRIER MIX	REL	5	92380
	Hoyland	City	HOLIDAY INN	11/6/2009	Dog	BORDER	REL	3	92384
	Vogel	City	2005 DANE KELSEY	11/7/2009	Cat	DSH	E	2	92391
	Hoyland	City	K-MART COURT ST	11/19/2009	Dog	GERMAN SHORT	R	1	92465
	Hoyland	City	405 MANOR	11/30/2009	Cat	DSH			92498
	Vogel	City	1607 martin	11/27/2009	Dog	pit			92495
	Hoyland	City	2211 BROADWAY	11/25/2009	Cat	DSH	E	5	92493
	HARMS	City	908 N 3RD	11/24/2009	Dog	BULL DOG	R	6	92488
	HARMS	City	1620 MARKET	11/23/2009	Dog	PIT			92486
	HARMS	City	1406 MATILDA	11/23/2009	Cat	DSH	R	2	92485
	Vogel	City	1406 MATILDA	11/23/2009	Cat	DSH			92483
	Vogel	City	1404 S 18TH	11/23/2009	Cat	DLH	E	2	92481
	Vogel	City	1500 AUGUSTA	11/23/2009	Cat	DSH			92480
	Hoyland	City	220 HEMLOCK	11/20/2009	Cat	DSH	E	3	92470
	Hoyland	City	1621 CAROLINE #6	11/19/2009	Dog	BEAGLE/MIX			92466
	Hoyland	City	1410 S 10TH	11/12/2009	Cat	DMH	E	8	92413
	Hoyland	City	220 HEMLOCK	11/18/2009	Cat	DMH	E	2	92454
	Hoyland	City	300 BLK DERBY	11/17/2009	Dog	MALAMUTE	REL	1	92453
	Hoyland	City	2204 FAHANDERS	11/13/2009	Dog	SHEP/LAB	R	3	92422
	Hoyland	City	218 HEMLOCK	11/17/2009	Cat	DSH	E	3	92445
	Hoyland	City	#1 N. 7TH	11/13/2009	Dog	LAB	R	0	92423
	Hoyland	City	PEKIN BRIDGE	11/15/2009	Dog	PIT	E	10	92432
	Hoyland	City	218 HEMLOCK	11/13/2009	Cat	DSH	E	5	92420
	Vogel	City	1000 BLK HENERITTA	11/28/2009	Dog	LAB			92506
	Hoyland	City	331 PARK AVE	11/14/2009	Cat	DSH			92430
	Hoyland	City	218 HEMLOCK	11/12/2009	Cat	DSH	E	1	92414
	Hoyland	City	218 HEMLOCK	11/13/2009	Cat	DSH	E	5	92421
	Hoyland	City	218 HEMLOCK	11/17/2009	Cat	DSH	E	3	92446

Total Dogs picked up in Pekin: 1

Total Cats picked up in Pekin: 2

Total Others picked up in Pekin:

36

Animal Counts Brought in by Individuals between November 1, 2009 and November 30, 2009

City	In By	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
Individual	City		1325 HAMILTON	11/12/2009	Cat	SIAMESE MIX	E	6	92416
Individual	City		1416 HENERIETTA	11/2/2009	Dog	GERM SHEP	REL	3	92341
Individual	City		2315 BROADWAY	11/16/2009	Cat	DSH	E	2	92440
Individual	City		2702 WILLOW	11/16/2009	Cat	DSH	E	4	92435
Individual	City		TAPS	11/13/2009	Cat	DSH	E	5	92429
Individual	City		TAPS	11/13/2009	Cat	DSH	E	5	92428
Individual	City		TAPS	11/13/2009	Cat	DSH	E	5	92427
Individual	City		2702 WILLOW ST	11/17/2009	Cat	DSH	E	3	92449
Individual	City		230 COOPER ST	11/13/2009	Dog	LAB MIX			92425
Individual	City		2702 WILLOW	11/18/2009	Cat	DSH	E	2	92457
Individual	City		300 n 14th	11/10/2009	Cat	DSH	E	13	92404
Individual	City		1000 HAMILTON	11/9/2009	Dog	MALTESE	A	8	92393
Individual	City		906 SHERIDAN	11/4/2009	Dog	PIT MIX	E	8	92362
Individual	City		1209 N 12TH ST	11/2/2009	Cat	HEMI MIX	REL	11	92346
Individual	City		1505 1/2 CATHERINE	11/2/2009	Cat	DSH	E	14	92344
Individual	City		1403 ANNELIZA #26	11/2/2009	Cat	DSH	E	2	92343
Individual	City		1401 JEFFERSON ST	11/2/2009	Cat	DSH	E	0	92342
Individual	City		230 COOPER ST	11/13/2009	Cat	SIMESE MIX	E	5	92426
Owner R	City		1321 S 13TH	11/5/2009	Cat	DSH	E	4	92375
Owner R	City		1402 LORETTA ST	11/20/2009	Cat	HEMI MIX	E	3	92472
Owner R	City		2211 BROOKDALE LANE	11/17/2009	Cat	DSH	E	1	92447
Owner R	City		1113 ROYAL AVE	11/16/2009	Dog	LH DACH	REL	3	92442
Owner R	City		4009 SHERIDAN RD	11/13/2009	Cat	MANCOON MIX	A	3	92417
Owner R	City		1519 S 7TH	11/6/2009	Cat	DSH	E	0	92381
Owner R	City		201 CATHERINE ST	11/5/2009	Dog	PIT	E	1	92378
Individual	City		2702 WILLOW	11/17/2009	Cat	DSH	E	3	92444
Owner R	City		1321 S 13TH	11/5/2009	Cat	DSH	E	4	92376
Owner R	City		13752 2ND ST	11/30/2009	Dog	ROTT MIX			92499
Owner R	City		1321 S 13TH	11/5/2009	Cat	DSH	E	4	92374
Owner R	City		1321 S 13TH	11/5/2009	Cat	DSH	E	4	92373
Individual	City		1215 MARKET	11/25/2009	Cat	DSH			92492
Individual	City		1215 MARKET	11/25/2009	Cat	DSH			92491
Individual	County		11415 WAGONSELLER	11/23/2009	Dog	BOSTON			92482
Individual	City		2730 WILLOW	11/23/2009	Cat	DSH	E	2	92479
Individual	City		2703 WILLOW	11/23/2009	Cat	DSH	E	2	92478
Owner R	City		1321 S 13TH	11/5/2009	Cat	DSH	E	4	92377

Total Dogs picked up in Pekin:

Total Cats picked up in Pekin: 2

Total Others picked up in Pekin:

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 11-23-09
 Address of Organization 1702 American ST
 Telephone Number 309-642-8615
 Name, Address and Telephone Number of person filling out form:
David Pollard same
2. Name, Title and Address of Principal Executive Officer of Organization: _____
3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: _____
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: _____
5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
Beck Oil, Pekin Downtown car wash and other
Petroleum site
6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
<u>Woodward</u>	<u>Mary</u>	<u>E</u>	<u>3-25-73</u>	<u>SISTER</u>
<u>Pollard</u>	<u>ESTHER</u>	<u>M</u>	<u>10-30-78</u>	<u>wife</u>
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc): _____

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

collecting to help pay for funeral service
and Burial.

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

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

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

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64:

no

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

DATE: 11-23-09

SIGNED: David Pellard

RESOLUTION No. -09/10

PEKIN, ILLINOIS, December 14, 2009

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Steven Martin to the Economic Development Advisory
Committee to fill the unexpired term of Bob Sidell until first Monday in May 2010
is hereby approved.

1311 St. Julian Street

Pekin, IL 61554

353-2054



SIGNED BY _____

MAYOR.

Steven Martin

1311 St. Julian St. Pekin, IL.

Home: 309-353-2054

Cell: 309-361-0446

Work: 309-346-3926 ext 230

smartin@careerlink16.com

You are interested in serving on which commission, board, or committee?

Economic Development Advisory Committee

Why are you interested in serving?

I feel the agency I represent, Career Link, may be able to assist, advise, and contribute in attracting new business as well as helping existing businesses remain productive in our economy, through the many programs we offer under the Workforce Investment Act. Career Link has a 30 year history of helping business and individuals attain their goals in Tazewell, Fulton, Mason, and McLean counties.

What qualifications do you have to serve?

I have a Bachelor's Degree in education from Illinois State University. Currently, I am the Assistant Director of Career Link. The many hats I have worn since working at Career Link for the past 17 years include: Youth case manager, Adult and Dislocated Worker case manager, Performance and Provider Relationship Manager, and Rapid Response coordinator. I am also Treasurer of the Illinois Workforce Partnership. The group represents the 26 local workforce areas throughout the state operating under Illinois Worknet (state) and Workforce Investment Act (federal) umbrellas.

Finally, being a lifelong resident of Pekin Illinois, I have a vested interest in the opportunities that can be explored which would allow our community to grow and prosper.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

TERMS END FIRST MONDAY IN MAY, 2010

STEVEN MARTIN
1311 ST. JULIAN STREET
353-2054 (HOME)
346-3926 EXT 230 (OFFICE) 361-0446 (CELL)
smartin@careerlink16.com

DREW LEMAN
2956 COURT STREET
347-5984 EXT 32 (OFFICE)
347-5988 (FAX)
drew@midwestshelters.com

ANDY SPARKS
601 COURT STREET
347-5101 EXT. 213 (OFFICE)
347-4524 (FAX)
andy.sparks@pekinbank.com

TERMS END FIRST MONDAY IN MAY, 2011

FRANK MACKAMAN
2815 BROADWAY ROAD
347-7113
fmackaman@dirksencenter.org

JOHN FORDHAM
2102 CORDOVA COURT
346-1850

CAROL SHIELDS
1817 HIGHWOOD AVENUE
346-1813 (HOME)
carshields@aol.com

SKIP SCHERMERHORN
33 SOUTH 4TH STREET
347-0230 (OFFICE)
sschermerhorn@herget.com

TERMS END FIRST MONDAY IN MAY, 2012

GREGG RATLIFF
20 S. 4th STREET
353-7407 (OFFICE)
346-9815 (FAX)
gratliff@pekintimes.com

DR. TIMM SCHWARTZ
1245 FLORENCE AVE.
346-3175 (OFFICE)
346-5094 (FAX)
schwartz@grics.net

PAULA DAVIS
320 STADIUM DRIVE
477-4222 (OFFICE)
pdavis@pekinhigh.net

BILL FLEMING
402 COURT STREET
346-2106 (WORK)
346-2104 (FAX)
bfleming@pekin.net

EX-OFFICIO MEMBERS

DENNIS KIEF, CITY MANAGER
111. SOUTH CAPITOL
477-2300 (OFFICE)
346-2095 (FAX)
dkief@ci.pekin.il.us

STEVE BROWN, ECONOMIC DEVELOPMENT COORDINATOR
111. SOUTH CAPITOL
477-2300 (OFFICE)
346-2095 (FAX)
slbrown@ci.pekin.il.us

PAMELA ANDERSON

TONY ROLANDO, ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY
647-5896 (OFFICE)
647-9325 (FAX)
arolando@ildceo.net

RESOLUTION No. -09/10

PEKIN, ILLINOIS, December 14. 2009

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Michael Walker to fill the expired term of Curtis Eeten until
May 31, 2012 is hereby approved.

624 Washington Street

Pekin, IL 61554

346-4656



SIGNED BY _____

MAYOR.

ZONING BOARD OF APPEALS

5:00 P.M. 2ND WEDNESDAY OF THE MONTH

GARY L. SCIORTINO

#7 ST. ANNE

347-7519TERM ENDS MAY 31, 2010

MARY LANANE

423 MANOR STREET

697-1216 (office)

346-7518TERM ENDS MAY 31, 2010

mlanane@sommerproducts.com

ROBERT BARRA

9 RAINBOW DRIVE

347-3161 (office)

346-4490TERM ENDS MAY 31, 2010

lowman&barrainc@omnilec.com

RON BOEHM

2033 DANE KELSEY DRIVE

347-1552TERM ENDS MAY 31, 2011

rboehm@ntslink.net

MARILYN KELSO

1832 PARKFIELD

346-2955TERM ENDS MAY 31, 2011

DAVID MOEHRING

1911 QUAIL HOLLOW ROAD

346-4175 (office)TERM ENDS MAY 31, 2012

MICHAEL WALKER

624 WASHINGTON STREET

346-4656.....TERM ENDS MAY 31, 2012

MWWalker@SIU.edu

CITY OF PEKIN
PEKIN, ILLINOIS

OFFICE OF CITY CLERK

AS OF JANUARY 1, 2010

MEETINGS OF OFFICIAL BODY OF
THE CITY OF PEKIN, ILLINOIS
HELD IN CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
CITY COUNCIL

2ND AND 4TH MONDAY OF EACH MONTH UNLESS INDICATED

JANUARY 11, 2010

JANUARY 25, 2010

FEBRUARY 8, 2010

FEBRUARY 22, 2010

MARCH 8, 2010

MARCH 22, 2010

APRIL 12, 2010

APRIL 26, 2010

MAY 10, 2010

MAY 24, 2010

JUNE 14, 2010

JUNE 28, 2010

JULY 12, 2010

JULY 26, 2010

AUGUST 9, 2010

AUGUST 23, 2010

SEPTEMBER 13, 2010

SEPTEMBER 27, 2010

**OCTOBER 11, 2010 (Columbus Day move to
Tuesday October 12, 2009)**

OCTOBER 25, 2010

NOVEMBER 8, 2010

NOVEMBER 22, 2010

DECEMBER 13, 2010

DECEMBER 27, 2010

CITY OF PEKIN
PEKIN, ILLINOIS

OFFICE OF CITY CLERK

AS OF JANUARY 1, 2010

MEETINGS OF OFFICIAL BODIES OF
THE CITY OF PEKIN, ILLINOIS
HELD IN CITY HALL COUNCIL CHAMBERS OR CONFERENCE ROOMS
111 SOUTH CAPITOL STREET
UNLESS OTHERWISE INDICATED

CITY COUNCIL

5:30 P.M. 2ND AND 4TH MONDAY OF THE MONTH

PEKIN PLANNING COMMISSION - SUBCOMMITTEE 5:30 P.M. AS NEEDED

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

ZONING BOARD OF APPEALS

5:00 P.M. 2ND WEDNESDAY OF THE MONTH AS NEEDED

FIRE AND POLICE COMMISSION

7:30 A.M. 1ST WEDNESDAY OF THE MONTH

PEKIN MUNICIPAL AIRPORT COMMISSION

3:00 P.M. 2ND WEDNESDAY OF THE MONTH (MUNICIPAL AIRPORT)

FIREMEN'S PENSION FUND BOARD

10:00 A.M. 4TH FRIDAY OF JANUARY, APRIL, JULY, AND OCTOBER

PEKIN PUBLIC LIBRARY BOARD

5:00 P.M. 4TH TUESDAY OF THE MONTH (LIBRARY)

POLICE PENSION BOARD

JANUARY, APRIL, JULY AND OCTOBER

ELECTRICAL COMMISSION

7:00 P.M. FIRST THURSDAY FEBRUARY, MAY, AUGUST AND NOVEMBER
(CONFERENCE ROOM)

HOUSING BOARD

5:30 P.M. 2ND TUESDAY OF THE MONTH (HOUSING OFFICE)

LIQUOR COMMISSION

4:00 P.M. 4TH THURSDAY OF THE MONTH

SAFETY COMMITTEE

9:30 A.M. FIRST TUESDAY OF EVERY OTHER MONTH

MAYOR'S ADVISORY FOR PERSONS WITH DISABILITIES

4:00 P.M. 2ND THURSDAY OF THE MONTH

TRAFFIC SAFETY COMMITTEE

8:30 A.M. 1ST FRIDAY OF THE MONTH

HUMAN RIGHTS COMMITTEE

4:00 P.M. 4TH WEDNESDAY OF THE MONTH

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

7:30 A.M. 3RD TUESDAY OF THE MONTH

PEKIN TOURISM, CONVENTION AND VISITORS COMMITTEE

4:00 P.M. 3RD TUESDAY OF THE MONTH

Pekin Planning Commission Minutes
November 18, 2009

Present:
Jim Bradshaw
Steve Huey
Bill Craig, Chairman
Scott Plotner, Vice Chairman
Ron Knautz
Jim Jones
Kyle Peebles
Don Hild
Dick Cohenour

Absent:

Chairman Bill Craig led the Pledge of Allegiance.

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

Staff Present: Ron Sieh, Joe Wuellner, and City Attorney Burt Dancey.

Chairman Bill Craig asked for approval of the Agenda.

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

Chairman Bill Craig asked for the Approval of the July minutes.

MOTION by Jim Jones, Seconded by Ron Knautz to Approve the July minutes as corrected by removing the second paragraph from the bottom of Page 2. Noting: The statement was never made by Steve Huey. On roll call vote, All present voted AYE. MOTION APPROVED.

Chairman Bill Craig asked for the Approval of the September minutes.

MOTION by Ron Knautz, Seconded by Scott Plotner to Approve the September minutes as presented. On roll call vote, All present voted AYE. MOTION APPROVED.

City Council Action Report:

September 28, 2009 Council Meeting:

Received and Filed the September 9, 2009 minutes.

Approved the following Hearing: 09-1782 / To deny the Special Use Request for a Paint Ball Facility located off Parkway Drive with the Property ID #04-04-25-100-022

Denied the following Hearing: 09-1783 / To Approve the Site Plan for a Paint Ball Facility located off Parkway Drive with the Property ID #04-04-25-100-022

PPC Correspondence: No Correspondence

Application #1: Miller/Glassey Group - Brent Glassey

Hearing #1 (09-1784; 09-1785; 09-1786): Annexation & Classification, Zoning Assignment and Preliminary Plat for Estates at Lakeview Subdivision Located on the former Unland

Property on East Broadway between California Road and Veterans Drive with a Legal Description of TRACT A being Part of the Northwest Quarter of Section 5, Township 24 North, Range 5 West, of the Third Principal Meridian, containing 131.908 Acres in Tazewell County, Illinois.

Open Public Hearing: 6:37pm

Attorney Gerald Hall was present for the Applicant. Stated the case by asking that Lots 1-14 are zoned R-1(Single Family Residential) and Lots 15 & 16 be zoned B-3(General Business District) on three sides of the property there will be gas, water and electric. No sewers will be required for the Residential Lots. He remained present for questions.

Jim Jones asked if the roads to the properties were private.

Attorney Gerald Hall stated yes and they would be paved Black Top.

Jim Jones stated that would mean they would not be maintained by the City and Garbage service would not be provided to the home. Only at the end of the drive.

Close Public Hearing: 6:40pm

Annexation & Classification Review Committee: Ron Knautz, Chairman

Ron Knautz stated there was no sub-committee held. Turned the item over to the commission.

Steve Huey asked Ron Sieh to quickly review B-3.

Ron Sieh stated B-3 is General Business District and is the least restrictive.

Steve Huey wanted to remind everyone that even though the topography indicates a separation between the B-3 lots and the R-1 lots, an issue has arisen in the past that there is no buffer between the Commercial and Residential. He foresees that this will come back to haunt the Commission if approved as is.

Bill Craig stated the plans for this land meet the Comprehensive plan for this area unlike last month with the Paint Ball Facility.

Ron Sieh stated that if the Commission was concerned with a Buffer, houses can be built in an OS-1(Office Service District) and they could change the zoning on the lots abutting the B-3 Lots.

Ron Knautz inquired where the closest Fire Hydrant was located.

Ron Sieh stated it is located on the East side of Veterans Drive.

Jim Jones questioned if a developers agreement has been completed.

Attorney Burt Dancey responded that the agreement was in the process.

Jim Jones inquired if the lots could be split. Does the zoning prohibit this from happening?

Ron Sieh stated approval has to come through the City before sub-dividing could take place. They have to meet certain requirements for approval.

Jim Jones stated that due to the size of the lots he found it interesting that horses/animals would be allowed here but not anywhere else in the City.

Ron Sieh stated yes, they are allowed in the City only for lots with ten or more acres. The ratio would be one horse per two acres.

Jim Jones recommended to the Chairman that this Subdivision would be a good addition to the City.

CHAIRMAN, Bill Craig called for a vote on the question to Approve the Annexation and Classification of the Estates at Lakeview Subdivision to the City Council. On roll call vote, All present voted AYE. Note: Steve Huey voted AYE with reluctance.

Rezoning Review Committee: Dick Cohenour, Chairman

Chairman, Bill Craig stated due to the absence of the Sub-Committee Chairman he turned it over to the Commission for discussion. Felt another public hearing is redundant.

Jim Bradshaw stated he still wasn't real comfortable with the B-3. Questioned why a B-3 is needed. Other comments from the tape were inaudible.

Attorney Gerald Hall stated that portion of the property plateaus. Other comments from the tape were inaudible.

Jim Bradshaw addressed the staff on the land use in that area and the entire corridor.

Ron Sieh stated all the corners are B-3.

Bill Craig stated that the homes will be hidden from the B-3 sites.

Ron Sieh stated that viewing the topography behind Lot 15 adjacent to Lot 14 there is a deep ravine with a creek and wooded area.

Steve Huey stated he will reluctantly vote yes for this project but, asked that it be noted that some of the members were not in agreement with the zoning layout. Especially since there is no buffer.

CHAIRMAN, Bill Craig called for a vote on the Question to Approve the Rezoning of Lots 1-14 to R-1(Single Family Residential) and Lots 15 & 16 to B-3(General Business District) for the Estates at Lakeview Subdivision. On roll call vote, All present voted AYE.

Subdivision Plat Review Committee: Steve Huey, Chairman

Steve Huey turned it over to the Commission due to no sub-committee meeting.

Jim Bradshaw was concerned with the number of curb cuts on Broadway.

Joe Wuellner explained that the access roads have been limited to three on Broadway to keep traffic down.

CHAIRMAN, Bill Craig called for a vote on the Question to Approve the Preliminary Plat for the Estates at Lakeview Subdivision. On roll call vote, All present voted AYE.

Bill Craig stated to the applicant that the Commission is a recommending body and approval of the request will take place at the City Council meeting on October 28, 2009 at 5:30pm.

Informal: Attorney Burt Dancey - Review of Special Use/continuing Education for the Commission Members.

Attorney Burt Dancey presented an overview of different types of Special Uses. Their approval and/or denials and current updates of laws pertaining to Special Use Items.

MOTION by Jim Jones, seconded by Steve Huey to adjourn the meeting. On roll call vote, all present voted AYE. MOTION PASSED.

Meeting adjourned at 7:45pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
November 18, 2009

HEARING #09-1787

The Pekin Planning Commission recommends the Approval of the Site Plan for a Drive thru for dry cleaning and coffee orders located at 312 Derby Street in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
November 18, 2009

HEARING #09-1788

The Pekin Planning Commission recommends the Approval of the Special Use for a Drive thru for dry cleaning and coffee orders located at 312 Derby Street in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
November 18, 2009

HEARING #09-1791

The Pekin Planning Commission recommends the Approval of the Site Plan for Display and Sales of Portable Wood Sheds and Small Buildings with the stipulation of a display limit of eight sheds and/or buildings at any one time and a setback requirement of 10' behind the sidewalk located at 425 Ann Eliza in Tazewell County, Illinois, along with an updated Site Plan for the request to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
November 18, 2009

HEARING #09-1792

The Pekin Planning Commission recommends the Approval of the Special Use for Display and Sales of Portable Wood Sheds and Small Buildings with the stipulation of a display limit of eight sheds and/or buildings at any one time located at 425 Ann Eliza in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

112' ANN ELIZA ST.

20'0"

15'0"

10' SETBACK FROM LOT LINE (SIDEWALK)

10' x 8'

10' x 8'

10' x 8'

10' x 8'

16' x 21'

10' x 8'

16' x 21'

10' x 8'

MUSSEN
METERS
MUSSEN
ELIZH

OFFICE
AND
STORAGE
30' x 60'

18'

60'

APARTMENT UNITS

1377A

PSYCHDELIC

SIGHTS

AMIEG'S

ALTERNATIVES

10/1/09

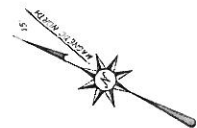
Pekin Planning Commission
November 18, 2009

HEARING #09-1793 & 09-1794

The Pekin Planning Commission made no recommendations for the Site Plan and Special Use for an AT&T Cell Tower located at 3000 Court Street due the request by the Applicant to remove the item from the Agenda.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman



OVERALL SITE PLAN



635 REMINGTON RD.
SUITE A
SCHAUMBURG, IL 60173
WWW.SBCW.COM



AT&T
930 NATIONAL PKWY
4TH FLR
SCHAUMBURG, IL 60173

IL5690
PEKIN HEIGHTS
00 COURT STREET
PEKIN, IL 61554

[illegible]

OVERALL SITE PLAN

SCALE:	SHEET NUMBER:
AS NOTED	IL5690-02

30'	0	15'	30'	SCALE: 1" = 30'-0" (24x36)
-----	---	-----	-----	----------------------------

SITE PLAN CHECKLIST
For Special Use Request

09-1793
09-1794

Name AT & T Mobility
Address 3000 Court Street (10-10-12-217-005)
Phone # (847)833-1158
Contact Person Ben Russell

<i>Required Information – Approval Dates</i>		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	✓		Sunset Hills Ext. 10, Lot 2	
2.	Local Cross Streets	✓		OK	✓
3.	Lot Layout, Dimension and Setbacks	✓		OK	✓
4.	Public Access	✓		OK	
5.	Easements	✓		SHOWN	
6.	Sanitary Sewer Locations, Size	N/A		Existing	
7.	IEPA Sanitary Sewer Permit	N/A		N/A	
8.	Storm Sewer Location and Size	EXISTING		Existing	
9.	Proper Zoning (Current) B-3	VARIES/ SPEC USE		NOTE #1	
10.	Parking Spaces and Surface	NO PARKING LOT		NOTE #2	
11.	Sidewalks	✓		OK	
12.	Landscaping	✓		OK	
13.	ADA Compliance	✓		OK	
14.	Driveway Openings (curb cuts)	EXISTING		OK	
15.	TIF Area	NO		N/A	
16.	Signage Exterior	N/A		OK	
17.	Lighting Exterior	✓		OK	
18.	Floor Plan Shown and Dimensions	✓		OK	
19.	Screening or Fencing – Barbed Wire or Electric	✓		OK	
20.	Loading and Unloading Areas Shown and Dimensions	N/A		N/A	
21.	Fire Hydrant Location	EXISTING		OK	✓
22.					
23.					

24.

Public Works Comments: *There are specific requirements for determining where these are located. If this site meets those requirements then I see no problems.*

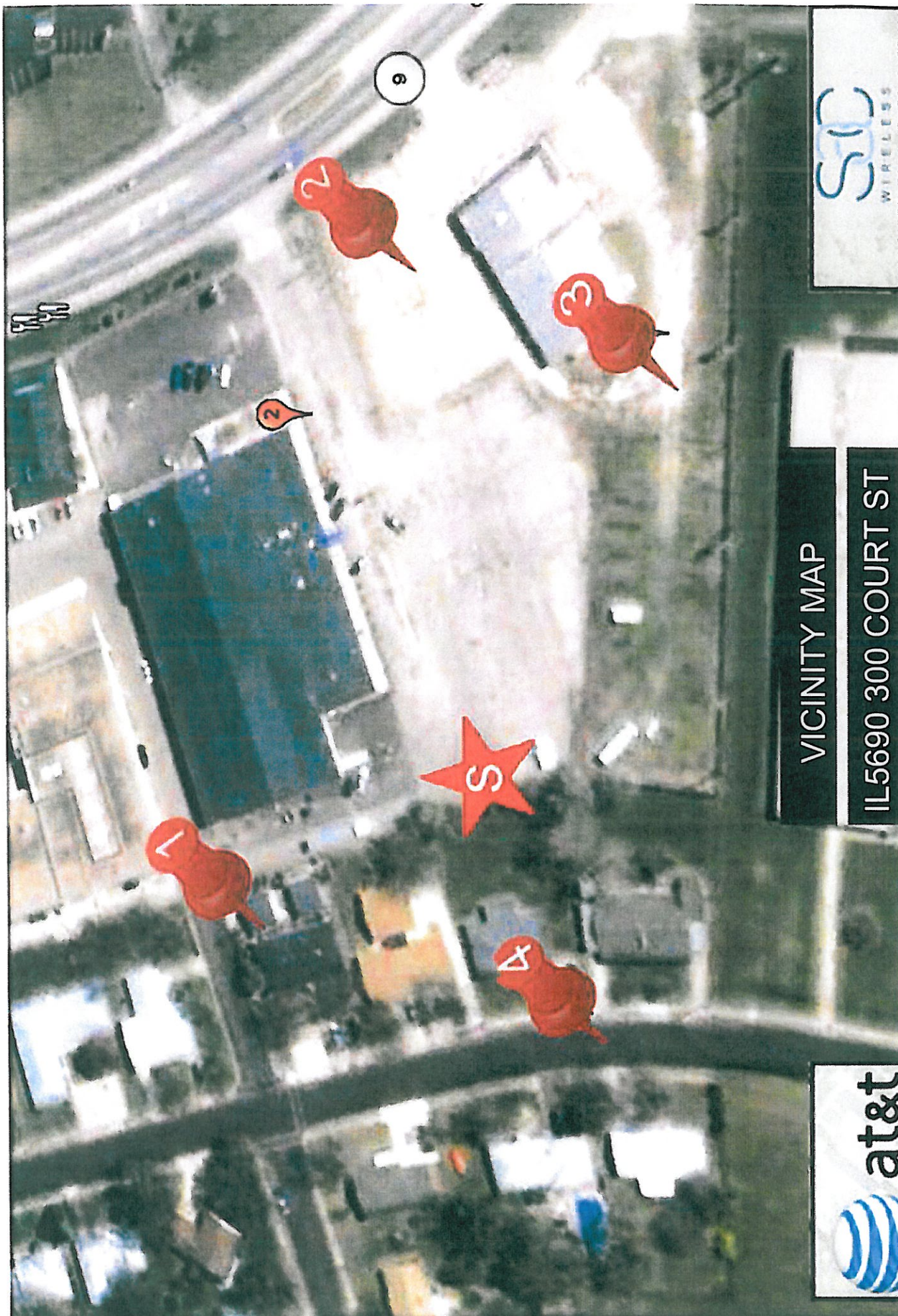
City Engineer Comments:

Code Enforcement Comments: Note #1: See Zoning Code 9-13-4A thru C and 9-13-5A thru C specifically 9-13-5A3 and 9-13-5C 8e Note #2: See 9-10B-1-D Existing Parking Facilities

There is an existing antenna at the East Side Fire Station that is capable of accepting additional antennas which was required at the construction of that antenna.

Fire Chief Comments: *Concur with Code Enforcement.* 

Other Comments:





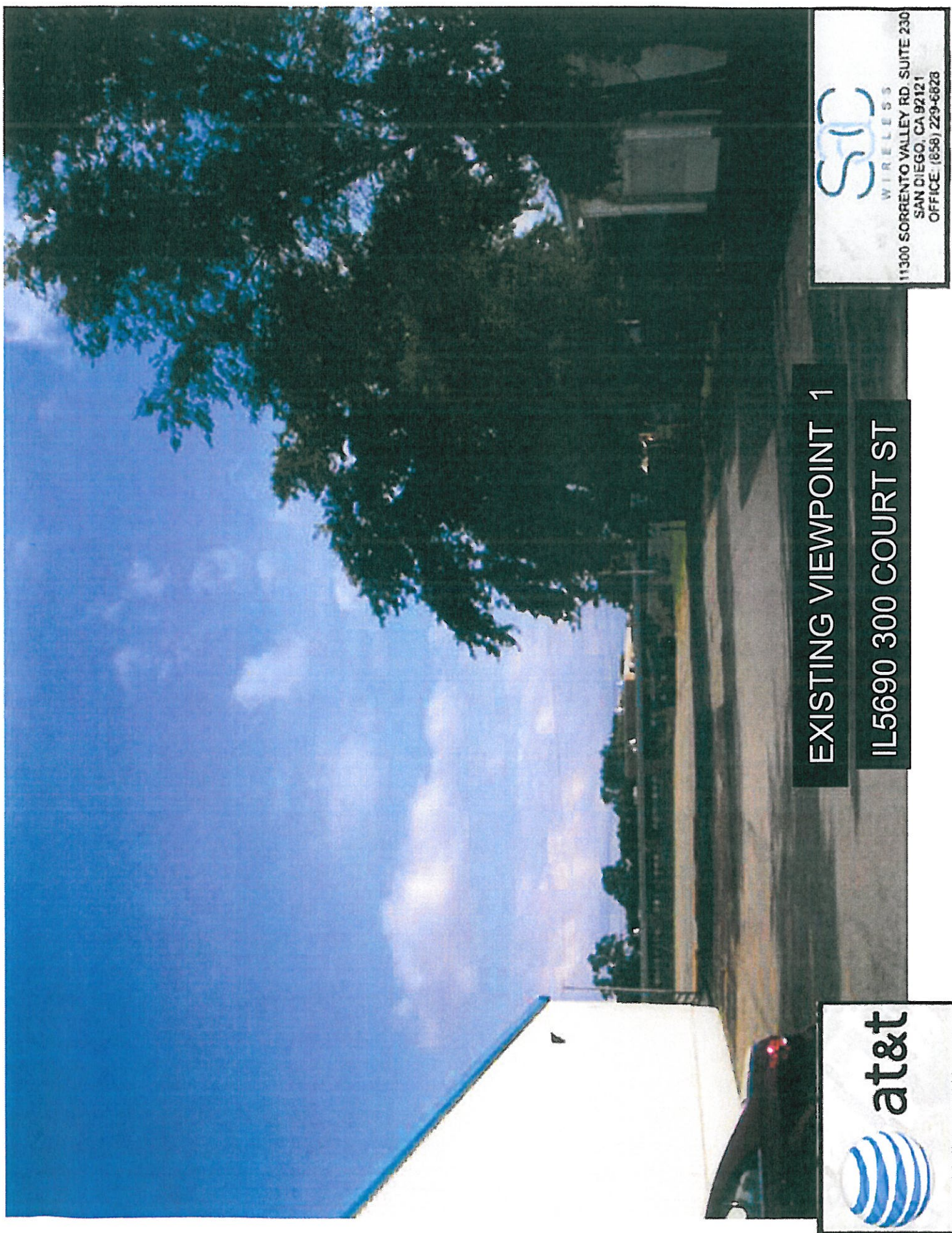
11300 SORRENTO VALLEY RD. SUITE 230
SAN DIEGO, CA 92121
OFFICE: (858) 229-6828

VICINITY MAP

IL5690 300 COURT ST



at&t



EXISTING VIEWPOINT 1

115690 300 COURT ST



11300 SORRENTO VALLEY RD. SUITE 230
SAN DIEGO, CA 92121
OFFICE (619) 229-6623

PROPOSED AT&T ANTENNA
(2) ANTENNAS PER SECTOR
(3) SECTORS
(6) ANTENNAS CL @ 175'

PROPOSED 175'
MONOPOLE

PROPOSED AT&T 6' HIGH
WOODEN FENCE & 12'X20'
EQUIPMENT SHELTER



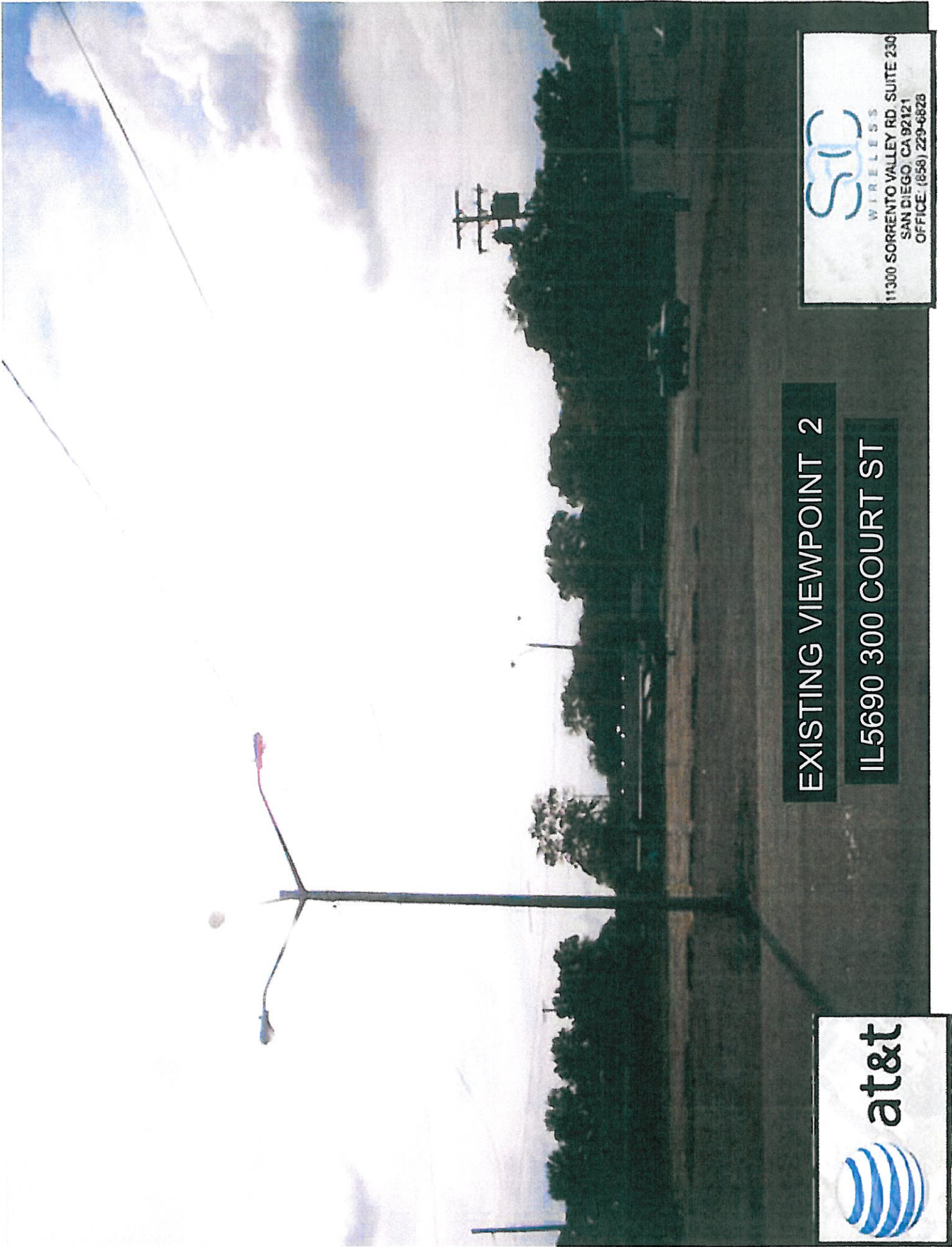
PROPOSED VIEWPOINT 1

115690 300 COURT ST



SDC
WIRELESS

11300 SORRENTO VALLEY RD. SUITE 230
SAN DIEGO, CA 92121
OFFICE (658) 229-6623



EXISTING VIEWPOINT 2

IL5690 300 COURT ST





11300 SORRENTO VALLEY RD. SUITE 230
SAN DIEGO, CA 92121
OFFICE: (619) 229-6828

PROPOSED AT&T ANTENNA
(2) ANTENNAS PER SECTOR
(3) SECTORS
(6) ANTENNAS CL @ 175'

PROPOSED 175'
MONOPOLE

PROPOSED AT&T 6' HIGH
WOODEN FENCE & 12'X20'
EQUIPMENT SHELTER



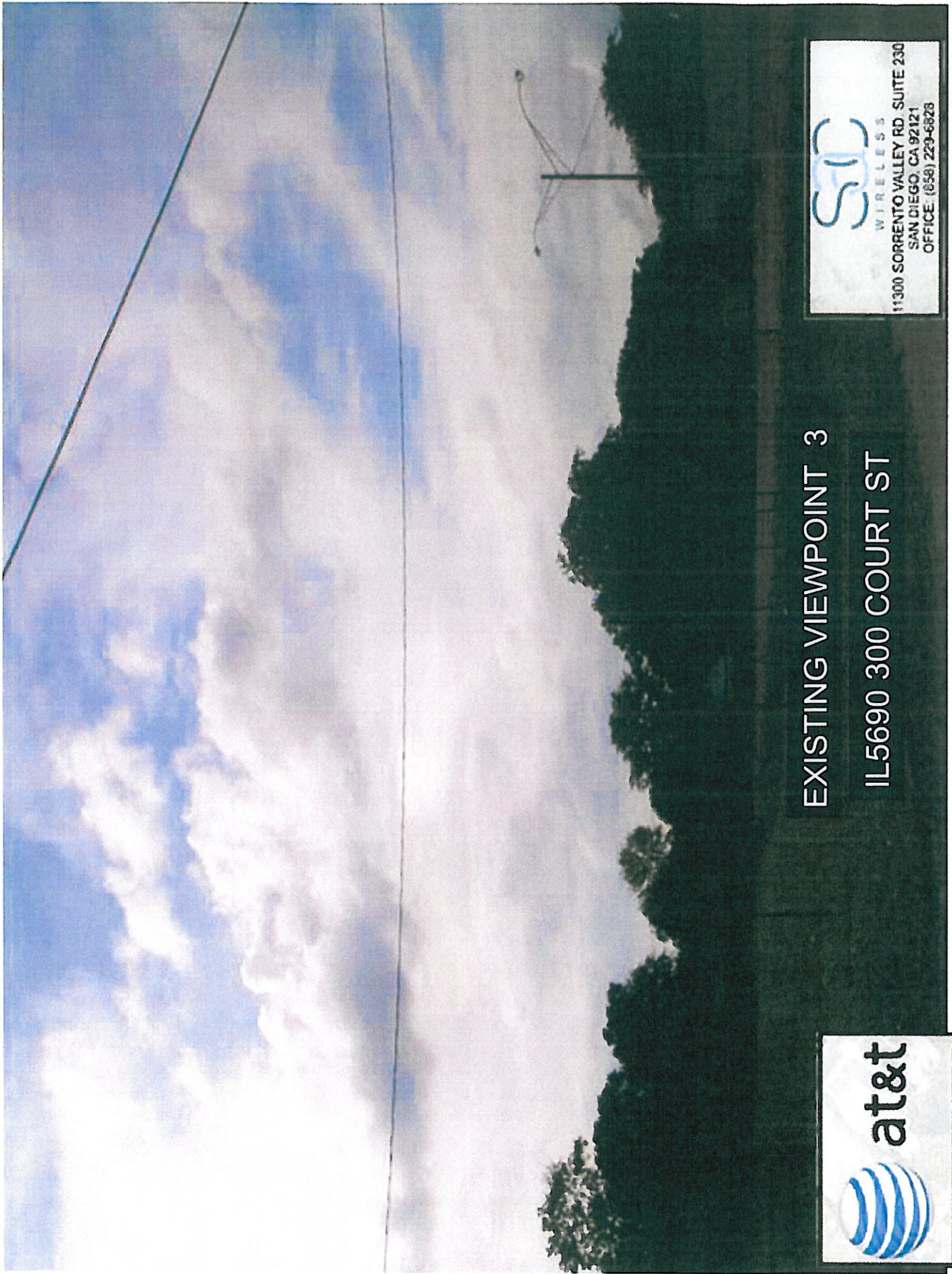
PROPOSED VIEWPOINT 2

115690 300 COURT ST



SD
WIRELESS

11300 SORRENTO VALLEY RD. SUITE 230
SAN DIEGO, CA 92121
OFFICE (619) 229-6828



EXISTING VIEWPOINT 3

IL5690 300 COURT ST



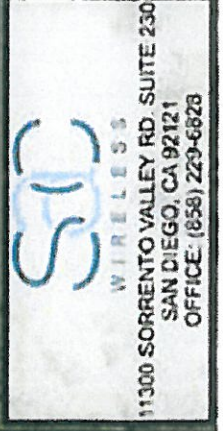
PROPOSED AT&T ANTENNA
(2) ANTENNAS PER SECTOR
(3) SECTORS
(6) ANTENNAS CL @ 175'

PROPOSED 175'
MONOPOLE

PROPOSED AT&T 6' HIGH
WOODEN FENCE & 12'X20'
EQUIPMENT SHELTER



PROPOSED VIEWPOINT 3
IL5690 300 COURT ST





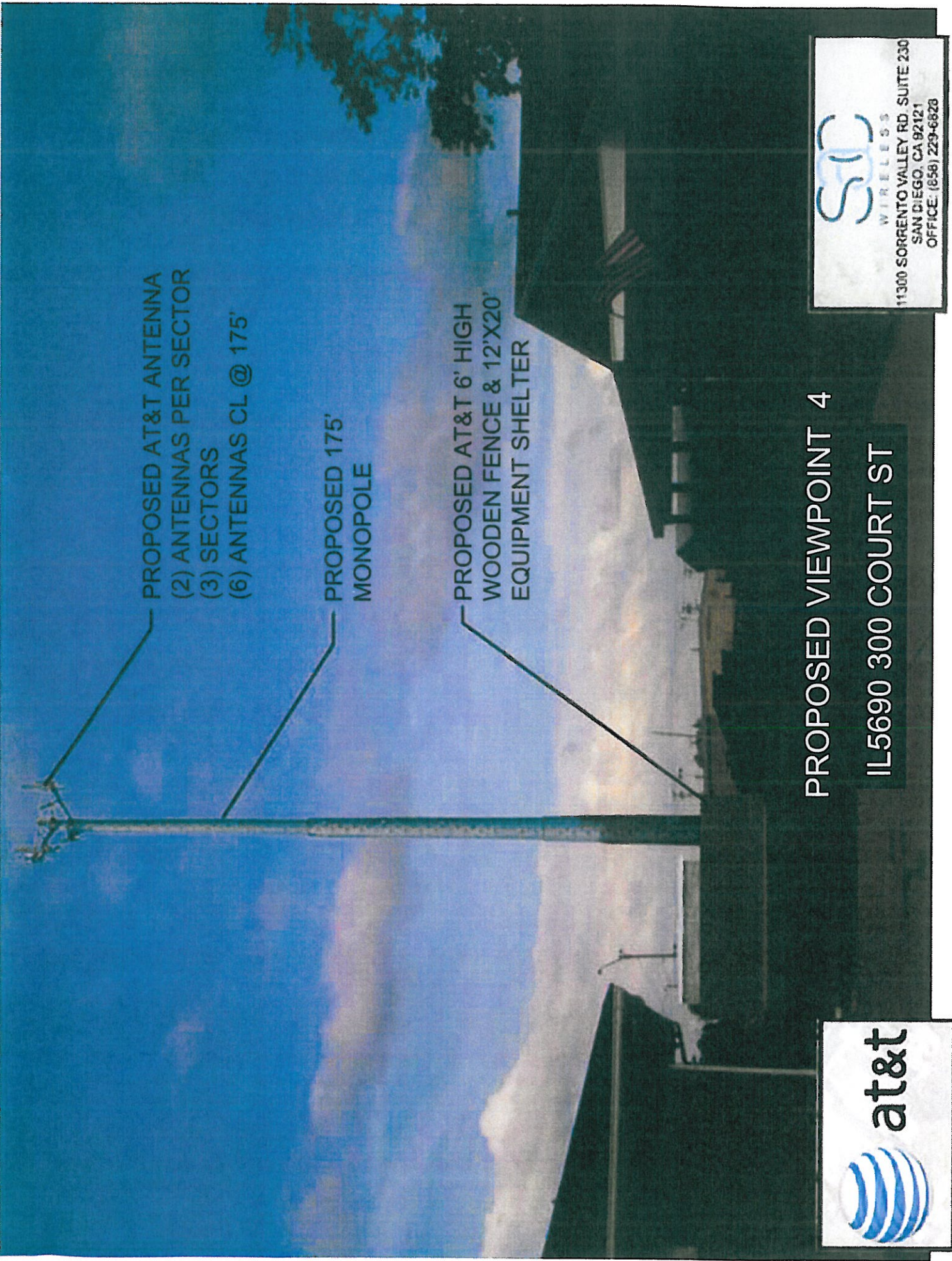
SD WIRELESS
11300 SORRENTO VALLEY RD. SUITE 230
SAN DIEGO, CA 92121
OFFICE: (858) 229-6828

EXISTING VIEWPOINT 4

IL5690 300 COURT ST



at&t



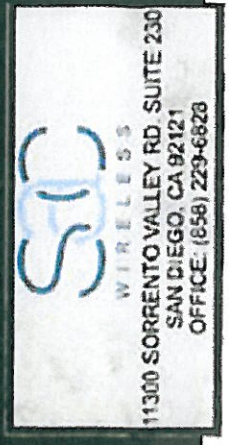
PROPOSED AT&T ANTENNA
(2) ANTENNAS PER SECTOR
(3) SECTORS
(6) ANTENNAS CL @ 175'

PROPOSED 175'
MONOPOLE

PROPOSED AT&T 6' HIGH
WOODEN FENCE & 12'X20'
EQUIPMENT SHELTER



PROPOSED VIEWPOINT 4
115690 300 COURT ST



Pekin Planning Commission
November 18, 2009

INFORMAL HEARING

The Pekin Planning Commission recommends for the City Council to hold Moratoriums regarding New Billboard, Illuminated Signs, etc. requests until the Sign Ordinance can be updated.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (12/10/2009)

AGENDA ITEM: Proposed City Loan on Acquisition of Dragon's Dome Properties

AGENDA DATE REQUESTED: December 14, 2009

ACTION REQUESTED: Approval of Loan Agreement

BACKGROUND:

Central Illinois Sports Alliance, LLC. would be acquiring 33.12 acres of property, (76,000 S.F.) Dome, attached support building (7,000 S.F.), 4 lighted softball diamonds, concession building and 500+ space parking lot

LOAN AGREEMENT TERMS:

- 1.) Developer obtains conventional financing for approximately \$650,000
- 2.) City would loan Developer \$500,000 from Tourism Fund for 5 years at 3 ½% Interest
- 3.) Developer would pay annual loan payment (approximately \$109,150/year) minus credit for growth in additional Hotel-Motel Tax received (annual cap of \$50,000). Credit is additional Hotel-Motel tax generated above \$165,000 (average Hotel-Motel Tax revenue for 3 most recent years)
- 4.) Developer will be rebated local sales tax for capital improvements greater than \$5,000 for 2 years
- 5.) Walkers will be able to use the dome weekday mornings at no charge
- 6.) City will be guaranteed usage of the properties for specified times at no charge
- 7.) Coordination with PAVCB, EastSide and others on events
- 8.) Cooperation between parties in efforts to add sustainable "Green" improvements and reduction in energy usage
- 9.) City will work with Developer to obtain outside grants to improve facilities

FINANCIAL IMPACT: \$500,000 Loan from the City's Tourism Fund (Reserves and Operational) to be paid back in 5 annual payments. If additional Hotel-Motel tax is generated, those same users will generate additional business to local Restaurants and other Retailers and Sales Tax to the City.

NEIGHBORHOOD CONCERNS: None to City residents

IMPACT IF APPROVED: The Dome properties would not only remain, but activities and usage would increase

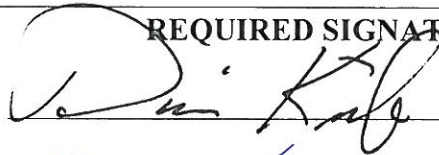
IMPACT IF DENIED: Properties remain for sale

ALTERNATIVES: N/A

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

REQUIRED SIGNATURES

Department Director

 12/10/09

Finance Department

 12-8-09
(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A LOAN AGREEMENT TO CENTRAL
ILLINOIS SPORTS ALLIANCE, LLC**

WHEREAS, CENTRAL ILLINOIS SPORTS ALLIANCE, LLC (the “Developer”) owns (or has a contract to purchase) a parcel of real property of 33 acres plus or minus commonly known as the Dragon’s Dome (the “Project Site”); and

WHEREAS, the recreational facility on the Project Site is underutilized and Developer proposes to better utilize the recreational facility on the Project Site (the “Project”), which Project consists of acquiring and upgrading facilities; and

WHEREAS, because the Project and the expansion of usage of the facilities will create economic benefit to the City (in the form of, among other items, increased employment, taxes, investment and commerce), the City desires to assist the Developer to enhance this recreational development to the City; and

WHEREAS, the Developer proposes to acquire the Dragon’s Dome; and

WHEREAS, the City has negotiated a Loan Agreement (the “Agreement”) with the Developer regarding the Project (a copy of the Agreement is attached hereto as Exhibit “A” and incorporated herein by this reference); and

WHEREAS, the Agreement contains terms under which the Project will be utilized and certain loans to be made from the City to the Developer; and

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

WHEREAS, pursuant to its home rule power, the City proposed to promote the development of the Project and therefore the City by entering into the Agreement; and

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

WHEREAS, the City believes that the development of the Project and the performance of the Agreement are in the vital and best interest 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:

1. That the Loan Agreement by and between the City of Pekin and Central Illinois Sports Alliance, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted by the City of Pekin.
2. The Mayor of the City of Pekin and other city officials and employees are hereby authorized and directed to execute, deliver and perform the Loan Agreement attached hereto as Exhibit "A".
3. The Mayor of the City of Pekin and the City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents and perform such other acts as may be necessary to carry out the terms of the Loan Agreement.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 14th day of December, 2009; and upon roll call, the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this 14th day of December, 2009.

MAYOR

ATTEST:

CITY CLERK

**CITY OF PEKIN / CENTRAL ILLINOIS SPORTS ALLIANCE
LOAN AGREEMENT**

This Loan Agreement ("Agreement") is entered into this 14th day of December, 2009, by and between the City of Pekin, Illinois, a municipal corporation (hereinafter referred to as the "City"), and the Central Illinois Sports Alliance, LLC an Illinois limited liability company (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the City and Developer have interest in redevelopment of a 33 +/- acre parcel of property located just north of Court Street along Griffin Avenue and consisting of the Dragon's Dome, outside baseball facilities and related structures and appurtenances (the "Project"); and

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

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

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

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

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

1. The City shall loan the Developer \$500,000 from the City's Tourism Fund at 3 1/2% interest to be paid back in five (5) annual payments. The Loan shall be repaid in annual installments as shown on Exhibit A attached hereto and incorporated herein by this reference and shall be paid in full on or before June 1, 2015. The first annual payment shall be made on or before June 1, 2011 the "City Loan".

2. There shall be no prepayment penalty on early repayment of loan.
3. Increased Hotel-Motel Tax in the City of Pekin will be “credited” against the annual payments as follows:
 - a. For the past 3 years the City brought in \$178,631, \$145,175, and \$172,446 in Hotel-Motel Tax Revenue or an average of \$165,417/year. For purposes of establishing this annual credit to the Developer for all years except the first, this formula for determining the credit uses an even \$165,000 for creating a basis.
 - b. For the first annual payment due June 1, 2011, the Hotel-Motel tax collected from May 1, 2010 through April 30, 2011 shall be utilized. This annual calculation shall be consistent in the 2nd, 3rd, 4th and 5th years of the Agreement. Should the Holiday Inn Express not be open by May 1, 2010, the Hotel-Motel revenue will be prorated accordingly.
 - c. Any Hotel-Motel tax growth in a completed fiscal year in which the loan payments is due, is credited and deducted from the next annual payment due and applied toward amounts due from the Developer.
*[Example: City Loan payment due June 1, 2010 = \$109,150. Assume H-M tax revenue received 5/1/10-4/30/11 = \$200,000.
\$200,000 less \$165,000 = \$35,000 credit
Annual City Loan payment= \$109,150 - \$35,000 = payment due of \$74,150]*
 - d. The maximum annual amount of Hotel-Motel Tax that can be “credited” is \$50,000.
 - e. The Developer shall obtain the Hotel-Motel tax reports filed with the appropriate taxing body’s clerk and provide to the City of Pekin’s Treasurer for the purpose of determining the Tax Increment available for payment of the Loan. Failure to provide such reports by April 30th of each year will result in the Tax Increment not being available to repay the Loan for that year. In the event of substantial Hotel-Motel increase which the City can verify to the Developer’s reasonable satisfaction as being directly attributable to other than this Project, both parties agree to negotiate an appropriate amount to be deducted from the “credit”.
 - f. Should the City increase or decrease the rate of the Hotel-Motel Tax during the life of this agreement, all amounts shall be prorated down or up based on

the current five percent (5%) rate and revenue figures. For example if the rate goes to 6% the amount used to calculate the eligible “credit” should be 5/6 of the Hotel-Motel tax revenue receipt for the applicable period.

4. This City Loan is contingent upon the Developer having proof of all financing necessary to close the property, having executed an asset purchase agreement with the present owner, and upon the City receiving an agreement for deeding Griffin Avenue Right-Of-Way east to Veteran’s Drive.

5. The City agrees that its mortgage and security position under the mortgage shall be subordinate to a first mortgage obtained by Developer, with a lender of their choice, in an amount not to exceed \$650,000.00. The Developer shall execute and deliver all such documents which may be necessary to document the loan, including, but without limitation, a promissory note, and mortgage acceptable to the City.

6. During the time that the City provides financing to the Developer, the City shall have the following available to them at no charge:

a. The City shall be guaranteed the utilization of the Dome annually for one (1) Saturday in January as well as two (2) other weekend dates (one Saturday and one Sunday) during the remainder of the year, and up to four (4) weeknights during the remainder of the year.

b. In addition, the City will be able to schedule meeting rooms accommodating up to 75 persons for up to four (4) occasions during a total of not more than four (4) weekdays for a maximum of 40 hours for meetings per year. The City shall be able to use all four softball diamonds one (1) weeknight as well as individual diamonds on up to six (6) days per year.

c. The Developer will also have the Dome available (and heated in the winter) from 6:30 A.M. to 8:30 A.M. for walkers on days when the Dome is scheduled to be open for events.

d. Any food, beverages or site oriented novelties to be offered during City use shall be supplied for market retail pricing by Developer or its assigned vendor.

e. All uses by City shall require them to book the use dates and times with Developer at least one hundred eighty (180) days in advance and are subject to not being available due to prior bookings or block outs by the Developer.

7. During the time that the City Loan remains outstanding to the Developer (June 1, 2015 expiration), in the event the Developer obtains a bona fide offer for the purchase and sale of all of the Developer's interest in the Property, the Developer shall notify the City of the price and all other terms and conditions of the proposed sale. The City shall have thirty (30) days from receipt of said notice to accept the purchase on the terms stated in the notice. In the event the City accepts the purchase, the parties shall close on the purchase within sixty (60) days of the City's acceptance. If the City fails to accept the purchase within the time herein permitted, then the Developer will be free to enter into a contract to sell the Property to the third party on the terms stated in the notice for a period of sixty (60) days from the expiration of the City's permitted time to accept the offer. If the Developer does not enter into a contract to sell the Property to the third party within such sixty (60) day period or if the sale to the third party is not completed within two hundred eighty (280) days from the expiration of the City's permitted time to accept the offer, then the Developer must follow this procedure for any subsequent offers for purchase and sale of the Property. Furthermore, the property shall not be sold, assigned, or otherwise transferred, during the term of this Agreement, without the express written consent of the City, which said consent shall not be unreasonably withheld. Provided, however, and notwithstanding the forgoing, the Developer may sell, assign, or otherwise transfer the property to a third-party without consent from the City, so long as: (a) the Developer complies with the Right Of First Refusal provisions of this Paragraph 7, and (b) the City Loan is paid in full at or prior to the closing of the Developer's sale to a third-party. In the event of such a sale, this Agreement will terminate on the date that the property is sold, unless the City consents to assign it to the third-party purchase, which said consent shall not be unreasonably be withheld. Further, the Developer may at its sole option and discretion declare this Agreement terminated at such time as the Developer Pays the City loan in full.

8. Developer agrees not to protest real estate tax valuations without the consent of the City, which said consent shall not be unreasonably be withheld.

9. City will cooperate with and facilitate efforts to add sustainable "Green" improvements and reduction of energy usage.

10. City will cooperate with the Developer's efforts to obtain grants or other program resources to facilitate improvements to outdoor facilities used by public.

11. City will work with the Developer and Pekin Visitor Bureau in promotion of Tournaments and large events. The Developer agrees to work with the City, Peoria Area Visitor's and Convention Bureau (PAVCB), Pekin Park District, EastSide Center (East Peoria) and possibly others to coordinate events utilizing multiple venues. The Developer shall use best efforts to not compete with activities put on by the Pekin Park District. The Developer agrees to participate in Quarterly Coordination meetings with the City and other agencies.

12. The City will rebate local sales tax during the first two (2) years of the City Loan term only for capital improvements greater than \$5,000, not for smaller improvements nor

maintenance.

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

14. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

15. Notices of demand hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the City Clerk, City Hall, 111 South Capitol Street, Pekin, Illinois 61554 (with copies to the City Attorney), or to the Developer at 15 Windfall Ln, Cantrall, IL 62625 or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

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

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

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

CITY OF PEKIN, ILLINOIS,
an Illinois Municipal Corporation

Central Illinois Sports Alliance, LLC
an Illinois limited liability company

By: _____
As Managing Member

By: _____

EXHIBIT A

LOAN REPAYMENT SCHEDULE (No Hotel-Motel Tax Gain)

<u>Year</u>	<u>Beginning Balance</u>	<u>Interest</u>	<u>Payment</u>	<u>Ending Balance</u>
1	\$500,000	\$16,015	\$109,150	\$406,865
2	\$406,865	\$12,703	\$109,150	\$310,417
3	\$310,417	\$ 9,273	\$109,150	\$210,539
4	\$210,539	\$ 5,720	\$109,150	\$107,109
5	\$107,109	\$ 2,041	\$109,150	0

LOAN REPAYMENT SCHEDULE (If Hotel-Motel Tax Cap Attained)

<u>Year</u>	<u>Pre-Credit Payment</u>	<u>Max. Credit</u>	<u>Payment</u>
1	\$109,150	\$50,000	\$59,150
2	\$109,150	\$50,000	\$59,150
3	\$109,150	\$50,000	\$59,150
4	\$109,150	\$50,000	\$59,150
5	\$109,150	\$50,000	\$59,150

First Annual Payment is due Before June 1, 2011

Second Annual Payment is due Before June 1, 2012

Third Annual Payment is due Before June 1, 2013

Fourth Annual Payment is due Before June 1, 2014

Fifth Annual Payment is due Before June 1, 2015

EXHIBIT B

PROMISSORY NOTE

\$500,000.00 _____, 2009__

FOR VALUE RECEIVED, the undersigned Central Illinois Sports Alliance, LLC, an Illinois Limited Liability Company, ("Maker") promises to pay to the order of City of Pekin, 111 S. Capitol St., Pekin, IL 61554, or at such other place or places as the holder of this Note may from time to time designate, the principal sum of FIVE HUNDRED THOUSAND (\$500,000.00) and no/100 DOLLARS, payable as follows:

<u>Year</u>	<u>Beginning Balance</u>	<u>Interest</u>	<u>Payment</u>	<u>Ending Balance</u>
1	\$500,000	\$16,015	\$109,150	\$406,865
2	\$406,865	\$12,703	\$109,150	\$310,417
3	\$310,417	\$ 9,273	\$109,150	\$210,539
4	\$210,539	\$ 5,720	\$109,150	\$107,109
5	\$107,109	\$ 2,041	\$109,150	0

Interest shall be payable at the rate of 3.5% per annum and shall be payable annually for the period of five (5) years hereafter. The first annual payment shall be due on June 1, 2011 and continue on a annual basis thereafter for a total five annual payments.

City of Pekin and Maker have agreed to cause credit toward these payments due from Maker as agreed in separate Loan Agreement up to \$250,000.00 over the course of this Note. The Maker reserves the right to accelerate the payment of principal by paying any amount at any time hereafter without any prepayment penalty.

Upon any default in any payment to be made herein, the entire balance then due may, at the option of the holder hereof, become immediately due and payable without notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 3.55% per annum while such default exists.

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

Signature Page:

Central Illinois Sports Alliance, LLC

By _____

Its Managing Member

ATTEST:

Its Secretary

EXHIBIT C

MORTGAGE

PREPARED BY:)
Burt L. Dancey)
Elliff, Keyser, Oberle)
& Dancey, P.C.)
PO Box 873)
Pekin, IL 61555-0873)
)
)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the ____ day of _____, _____. The mortgagor is _____. ("Borrower"). This security instrument is given to the City of Pekin ("Lender"). Borrower owes Lender the principal sum of FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (U.S. \$500,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for annual payments, in the amount of, one hundred nine thousand, one hundred fifty and no cents (\$109,150.00) with an interest rate of 3 1/2 % (three and one-half Percent) per annum, payable Annually, with the full debt, it not paid earlier, due and payable on, June 1, 2015. This Security Installment secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage to Lender the following described property located in TAZEWELL County, Illinois:

Parcel 1:

Parcel 1:

Lot 25 of Pekin Plaza Extension Number Four, a subdivision of part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, all in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 83; more particularly described as follows:

Part of the East Half of the Northwest Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension Number One, being a Subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North line of said Lot 9, a distance of 35.50 feet; thence North 00 degrees 39 minutes 24 seconds East, a distance of 54.00 feet to the Point of Beginning of the tract to be described; thence North 89 degrees 20 minutes 36 seconds East, a distance of 196.30 feet; thence North 00 degrees 22 minutes 35 seconds West, a distance of 578.49 feet; thence North 58 degrees 30 minutes 23 seconds West, a distance of 544.06 feet; thence South 89 degrees 20 minutes 36 seconds West, a distance of 364.00 feet; thence South 0 degrees 39 minutes 24 seconds East, a distance of 858.00 feet; thence South 45 degrees 39 minutes 24 seconds East, a distance of 14.14 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 615.50 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Parcel 2:

Parcel 2:

Lot 27 of Pekin Plaza Extension Number Four, a part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, all in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 83, more particularly described as follows:

Part of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter all in Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension Number One, being a Subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North line of Lot 9 of said Pekin Plaza Extension Number One, a distance of 35.50 feet; thence North 0 degrees 39 minutes 24 seconds East, a distance of 54.00 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 196.30 feet to the Point of Beginning of the tract to be described; thence North 0 degrees 22 minutes 35 seconds West, a distance of 1008.95 feet to a point on the Southwesterly R.O.W. line of the New York Central Railroad; thence South 56 degrees 14 minutes 55 seconds East along the Southwesterly R.O.W. line of the New York Central Railroad, a distance of 399.35 feet; thence in a Southeasterly direction along the Southwesterly R.O.W. line of the New York Central Railroad on a curve to the left having a radius of 3471.03 feet for an arc distance of 524.36 feet; thence South 0 degrees 22 minutes 35 seconds East, a distance of 520.40 feet; thence South 89 degrees 20 minutes 36 seconds West, a distance of 785.00 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Parcel 3:

Parcel 3:

Outlot A of Pekin Plaza Extension Number Four, a subdivision of part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 83; being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension No. One, being a subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North line of said Lot 9, a distance of 35.50 feet; thence North 0 degrees 39 minutes 24 seconds West, a distance of 54.00 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 196.30 feet; thence North 0 degrees 22 minutes 35 seconds West, a distance of 578.49 feet to the Point of Beginning of the tract to be described; thence North 58 degrees 30 minutes 23 seconds West, a distance of 544.05 feet; thence North 0 degrees 39 minutes 24 seconds West, a distance of 457.87 feet to a point on the Southwesterly R.O.W. line of the New York Central Railroad; thence South 56 degrees 14 minutes 55 seconds East along the Southwesterly R.O.W. line of the New York Central Railroad, a distance of 560.87 feet; thence South 0 degrees 22 minutes 35 seconds East, a distance of 430.45 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

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

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. [Intentionally deleted.]
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold

payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

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

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

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

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

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

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

8. [Intentionally deleted.]

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the

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

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

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

under the Note.

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

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

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

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

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

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

require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Installment and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. [Intentionally deleted.]

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

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

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

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

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

incurred in pursuing the remedies provided in this paragraph 21, Including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

Central Illinois Sports Alliance, LLC

By _____
As Managing Member

STATE OF ILLINOIS)
 SS)
COUNTY OF _____)

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

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

Notary Public



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Personnel Department

AGENDA ITEM: IMRF Benefit Protection Leave for one employee

AGENDA DATE REQUESTED: December 14, 2009

ACTION REQUESTED: Approve Resolution

BACKGROUND: One of our IMRF employees was on Worker Compensation for a total period of 7 months in 2008 and a few days in 2009. Since he had no "earnings" during that time to report to IMRF, he is short 7 months of service time with IMRF. Filing an "IMRF Benefit Protection Leave" will allow him to get service credit for those 7 months. He currently has 10 years 7 months service.

FINANCIAL IMPACT: \$3,996.60 that will be included in our future IMRF rate. As you can see from the form, 11% was used to compute estimated amount owed. That is almost 1% lower than our 2010 rate of 11.92%. So the actual amount will be slightly higher.

NEIGHBORHOOD CONCERNS:

N/A

IMPACT IF APPROVED: Employee will receive a little more on his pension check for adding those 7 months of creditable service

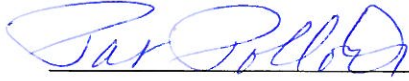
IMPACT IF DENIED: Employee's pension will be calculated on *current* years of service with the City.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government

REQUIRED SIGNATURES

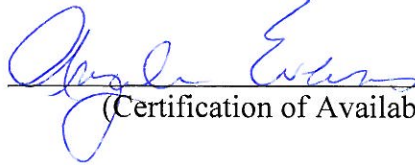
Department Director



12-1-09

Date

Finance Department



(Certification of Availability of Funds)

12-1-09

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date



IMRF BENEFIT PROTECTION LEAVE

IMRF Form 6.32 (Rev. 02/08)

Avoid delays—read the instructions before completing this form

PLEASE PRINT OR TYPE

MEMBER'S FIRST NAME <u>GARY</u>	MIDDLE INITIAL <u>L</u>	LAST (JR SR II, ETC) <u>HALLER</u>	SOCIAL SECURITY NUMBER <u>350-44-2303</u>
STREET (MAILING) ADDRESS <u>1014 Washington</u>		CITY, STATE AND ZIP <u>PERU IL 61554</u>	
CURRENT POSITION <u>Waste Water Tech</u>			MEMBER'S TELEPHONE NUMBER <u>309-346-4243</u>
EMPLOYER NAME <u>City of Peru</u>			EMPLOYER IMRF I.D. NUMBER <u>3378</u>

CERTIFICATION BY MEMBER (If the end date is unknown or in the future)

I certify that I will be (or have been) on leave of absence beginning 3-19-08 THRU 6-10-08,
 for a total of 1 month(s). (Indicate on Line 2 below)
 I understand that service credit (not more than 12 months) for this leave cannot be established until I have paid my IMRF member contributions in an amount equal to the approximate contributions I would have made if actively employed during the leave of absence, plus interest (if applicable).

MEMBER SIGNATURE

DATE

Gary L. Haller

11-18-09

CERTIFICATION BY AUTHORIZED AGENT

I certify that (1) I have calculated the estimated employer cost of the above member's leave, (2) I have advised the governing body of the amount of such cost and (3) that it will be paid through future monthly contributions.

1. AVERAGE MONTHLY EARNINGS (Determine the monthly average by dividing by 12 the IMRF reported earnings for the 12 months prior to the leave)	\$ <u>5190.39</u>	
2. NUMBER OF MONTHS OF LEAVE (LIMITED TO 12 MONTHS)	<u>no 10 days = 7 months</u>	
3. TOTAL ESTIMATED EARNINGS THAT WOULD HAVE BEEN PAID DURING THE LEAVE OF ABSENCE (LINE 1 TIMES LINE 2)	\$ <u>36,332.73</u>	
4. AVERAGE EMPLOYER COST RATE (LINE 3 TIMES 11%)	<u>X 11.00%</u>	
5. ESTIMATED COST OF THIS LEAVE TO EMPLOYER	\$ <u>3996.60</u>	
6. ESTIMATED/EXACT EARNINGS TO BE REPORTED WHEN THE EMPLOYEE RETURNS TO WORK (see bottom of previous page)	MONTH IN WHICH EARNINGS WILL BE REPORTED <u>1-09</u>	AMOUNT \$ <u>1853.44</u>
AUTHORIZED AGENT SIGNATURE <u>Sabrina A. Pollock</u>		DATE <u>11-30-09</u>

CERTIFICATION BY CLERK OR SECRETARY OF GOVERNING BODY

I certify that at a regular or special meeting held on _____, the _____'s
 DATE EMPLOYER
 Governing Body approved the leave of absence stated herein and the estimated employer cost as herein determined.

SIGNATURE	CLERK OR SECRETARY	DATE
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Illinois Municipal Retirement Fund

Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337

Member Services Representatives 1-800/ASK-IMRF (1-800-275-4673)

www.imrf.org



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor Dunn and Members of the City Council

CC: Dennis Kief, City Manager

From: Sue E. McMillan, City Clerk

AGENDA ITEM: Tax Abatements Resolution for Previous Bond Ordinances

AGENDA DATE REQUESTED: December 14, 2009

ACTION REQUESTED: Authorizing that taxes not be levied as provided in Bond Ordinances

BACKGROUND: The City's four outstanding Bond Issues have language making the assumption that the Levy would be necessary to provide the funding for the payment of principal and interest on said bonds. However, the City has sufficient sources of funds from other revenue sources to make said bond payments. Therefore the levy and collection of a direct annual tax for the payment of and interest on said bonds is not necessary and needs to be abated.

RESOLUTION NO. 22-09/10

ABATEMENT OF TAXES ORDINANCE NO. 2324 \$1,040,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2003 (REFUNDING OF 1991 CORPORATE PURPOSE)

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$120,017.50 provided in bond ordinance issued for Public Works Projects through Baird.

RESOLUTION NO. 23-09/10

ABATEMENT OF TAXES ORDINANCE NO. 2386 SERIES 2004 \$2,950,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$411,827.38 provided in bond ordinance issued for vehicles and the Riverfront Project through Herget Bank.

RESOLUTION NO. 24-09/10

ABATEMENT OF TAXES ORDINANCE NO. 2387 SERIES 2004 \$1,410,000 (REFUNDING TIF 1992)

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$204,777.50 provided in bond ordinance issued for TIF Downtown Business District through Bernardi Securities, Inc.

RESOLUTION NO. 25-09/10

ABATEMENT OF TAXES ORDINANCE NO. 2415 SERIES 2005 \$1,120,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$146,440.00 provided in bond ordinance issued for Riverway Business Park industrial park land expansion through Morton Community Bank.

FINANCIAL IMPACT: Bond payments to be made from sources other than the Levy

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Bond payments to be made from sources other than Property Tax Revenue. Some of the Bonds were for Enterprise Funds and should not come from General Fund Revenue sources.

IMPACT IF DENIED:

ALTERNATIVES:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme

	91 Corp Purpose		90/93A TIF 1 - CBD		
YEAR	2003 GO Refunding Bonds	2004 GO Bond - Herget	2004 GO Refunding Bonds	2005 GO Bond - Morton	TOTAL ABATED
2003	\$200,807.58				\$200,807.58
2004	\$139,517.50	\$569,777.75	\$200,367.08		\$909,662.33
2005	\$137,073.75	469,263.88	203,737.50	169,559.44	\$979,634.57
2006	\$144,217.50	\$454,904.76	\$204,942.50	\$163,660.00	\$967,724.76
2007	\$116,305.00	\$440,545.62	\$205,522.50	\$157,920.00	\$920,293.12
2008	\$118,380.00	\$426,186.50	\$205,447.50	\$152,180.00	\$902,194.00
2009	\$120,017.50	\$411,827.38	\$204,777.50	\$146,440.00	\$883,062.38
2010	\$116,305.00	\$397,468.26	\$203,672.50	\$140,700.00	\$858,145.76
2011	\$122,190.00	\$383,109.12	\$202,117.50	\$134,960.00	\$842,376.62
2012				\$129,220.00	\$129,220.00
2013				\$123,480.00	\$123,480.00
	<u>\$1,098,508.83</u>	<u>\$3,112,537.65</u>	<u>\$1,425,062.08</u>	<u>\$1,160,199.44</u>	<u>\$7,716,601.12</u>
	=====	=====	=====	=====	=====
RES#	22-09/10	23-09/10	24-09/10	25-09/10	

REQUIRED SIGNATURES

Department Director

Finance Department

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager

RESOLUTION NO. 22-09/10

WHEREAS, on February 24, 2003, the City Council of the City of Pekin passed Ordinance No. 2324 entitled “AN ORDINANCE providing for the issue of \$1,040,000.00 Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2003, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds”, authorizing the sale of \$1,040,000.00 principal amount of general obligation refunding bonds; and

WHEREAS, said Ordinance 2324 (hereinafter referred to as the “Bond Ordinance”), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2009 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2009 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2009 in the amount of \$120,017.50 provided for in Section 8 of Ordinance No. 2324 entitled “AN ORDINANCE providing for the issue of \$1,040,000.00 Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2003, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct

annual tax for the payment of the principal of and interest on said bonds” is hereby abated and eliminated; it being the intent of the City Council that no taxes be levied for the year 2009 as provided in said Section 8 of Ordinance No. 2324.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2009 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2009 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2009 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 14th day of December 2009.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 23-09/10

WHEREAS, on September 27, 2004, the City Council of the City of Pekin passed Ordinance No. 2386 entitled “AN ORDINANCE providing for the issue of \$2,950,000.00 Aggregate Principal Amount of General Obligation Bonds, Series 2004, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds”, authorizing the sale of \$2,950,000.00 principal amount of general obligation bonds; and

WHEREAS, said Ordinance 2386 (hereinafter referred to as the “Bond Ordinance”), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2009 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2009 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2009 in the amount of \$411,827.38 provided for in Section 9 of Ordinance No. 2386 entitled “AN ORDINANCE providing for the issue of \$2,950,000.00 Aggregate Principal Amount of General Obligation Bonds, Series 2004, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds” is hereby abated and eliminated; it

being the intent of the City Council that no taxes be levied for the year 2009 as provided in said Section 9 of Ordinance No. 2386.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2009 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2009 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2009 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 14th day of December 2009.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 24-09/10

WHEREAS, on October 11, 2004, the City Council of the City of Pekin passed Ordinance No. 2387 entitled “AN ORDINANCE providing for the issue of \$1,410,000.00 Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2004, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds”, authorizing the sale of \$1,410,000.00 principal amount of general obligation refunding bonds; and

WHEREAS, said Ordinance 2387 (hereinafter referred to as the “Bond Ordinance”), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2009 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2009 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2009 in the amount of \$204,777.50 provided for in Section 8 of Ordinance No. 2387 entitled “AN ORDINANCE providing for the issue of \$1,410,000.00 Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2004, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct

annual tax for the payment of the principal of and interest on said bonds” is hereby abated and eliminated; it being the intent of the City Council that no taxes be levied for the year 2009 as provided in said Section 8 of Ordinance No. 2387.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2009 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2009 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2009 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 14th day of December 2009.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 25-09/10

WHEREAS, on March 14, 2005, the City Council of the City of Pekin passed Ordinance No. 2415 entitled “AN ORDINANCE providing for the issue of a Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the principal amount of \$1,120,000 and for the levy and collection of a direct annual tax for payment of the principal installments of an interest on said bond; and

WHEREAS, said Ordinance 2415 (hereinafter referred to as the “Bond Ordinance”), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2008 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2009 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2009 in the amount of \$146,440.00 provided for in Section 9 of Ordinance No. 2415 entitled “AN ORDINANCE providing for the issue of a Taxable General Obligation Bond, Series 2005, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the principal amount of \$1,120,000 and for the levy and collection of a direct annual tax for payment of the principal installments of an interest on said bond” is hereby abated and eliminated; it being the intent of the City Council that no taxes be levied for the year 2009 as provided in said

Section 9 of Ordinance No. 2415.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2009 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2009 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2009 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 14th day of December 2009.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Drive Thru for Dry Cleaning - Site Plan & Special Use Permit

AGENDA DATE REQUESTED: December 14, 2009

ACTION REQUESTED: Approve the request for a special use permit based on the accompanying site plan for a Drive Thru for Dry Cleaning and coffee orders at 312 Derby.

BACKGROUND: The owner is requesting a special use for a drive thru window for his proposed dry cleaning and coffee order business at 312 Derby. This site has been used for various businesses in the past and this most recent fits well with the layout of the building and parking areas. Zoning of this business is B3 and there is enough car storage for a drive thru lane.

Planning Commission has held the public hearing on these requests and is recommending approval of the site plan and the special use permit.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None were expressed at the meeting.

IMPACT IF APPROVED: A new business will be located at this address.

IMPACT IF DENIED: Location will remain vacant and business may go elsewhere.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community

REQUIRED SIGNATURES

Department Director

Joseph Wallace 12/3/09
Date

Finance Department

N/A
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

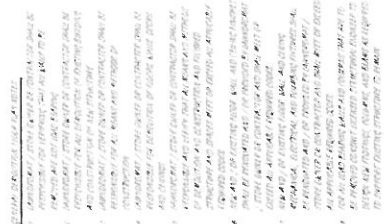
07-10-03-416-002
09-1787
09-1788

SITE PLAN CHECKLIST **For Special Use Request**

Name Appollo Cleaning Center/ Giant Scoop & Coffee Company
Address 312 Derby Street
Phone # (309) 472-5309
Contact Person Gil Johnson

<i>Required Information – Approval Dates</i>		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	✓		Lot B of lot 45, Sec. 3 of S.E. ¼	✓
2.	Local Cross Streets	✓		DERBY at SUMMER S.W. Corner	✓
3.	Lot Layout, Dimension and Setbacks	✓		OK	✓
4.	Public Access	✓		OK	✓
5.	Easements	N/A		N/A	N/A
6.	Sanitary Sewer Locations, Size	EXISTS		N/A	N/A
7.	IEPA Sanitary Sewer Permit	NEED?		N/A	N/A
8.	Storm Sewer Location and Size	EXISTS		N/A	N/A
9.	Proper Zoning (Current)	B-3		B-3	N/A
10.	Parking Spaces and Surface	EXISTS		OK	✓
11.	Sidewalks	EXISTS		OK	✓
12.	Landscaping	EXISTS		OK	—
13.	ADA Compliance	✓		OK	—
14.	Driveway Openings (curb cuts)	✓		OK	—
15.	TIF Area	ND		N/A	—
16.	Signage Exterior	NOT SHOWN		OK	✓
17.	Lighting Exterior	NOT SHOWN		OK	✓
18.	Floor Plan Shown and Dimensions	✓		OK	—
19.	Screening or Fencing – Barbed Wire or Electric	✓		OK	—
20.	Loading and Unloading Areas Shown and Dimensions	✓		OK	—
21.	Fire Hydrant Location	✓		OK	OK
22.					

23.					
24.					
Public Works Comments: IEPA Permit may be required due to water usage. Nothing shown as for signage or exterior lighting.					
City Engineer Comments:					
Code Enforcement Comments: This was the old Hardees on Derby. The PPC had previously approved a Special-use for automobile sales, but due to the <u>change of use</u> it was required to obtain a special-use for the drive-thru. Most items on the checklist are existing and not required to be shown on the drawing. The drive-thru is capable of stacking 5 cars with 3 being the requirement					
Fire Chief Comments: 					
Other Comments:					



DRAWINGS WITHIN THESE DOCUMENTS SHALL BE FOR SCHEMATIC DESIGN AND PERMITTING PURPOSES ONLY

MEANS AND METHODS OF DEMOLITION AND CONSTRUCTION SHALL BE BY LAUNDROMAT / STORE OWNER AND / OR CONTRACTOR

DEPOSITION FLICK FLIN

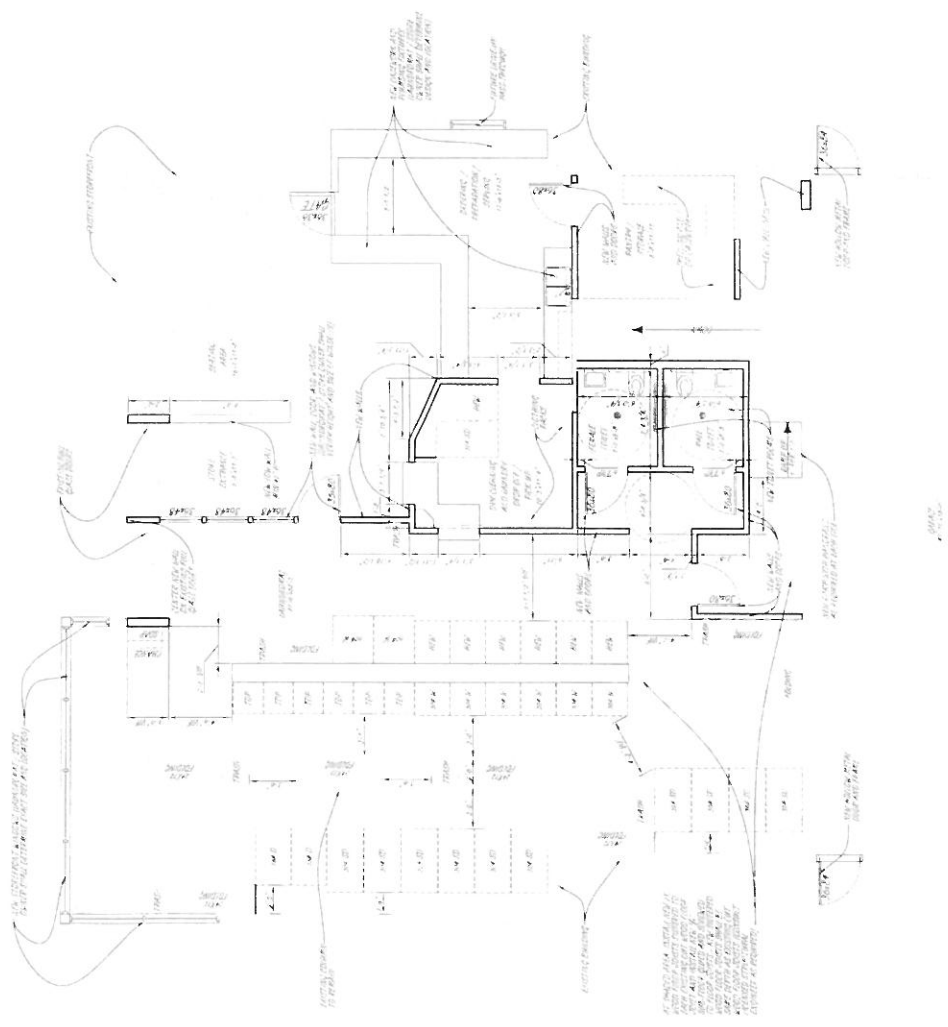
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PERMIT DOCUMENTS FOR FINISH OUT LAUNDROMAT / STORE PERKIN ILLINOIS GIL JOHNSON OWNER OF LAUNDROMAT / STORE		CMA PROJECT NUMBER 0903 DATE 10/20/2018 FLOOR PLAN A-2
C. M. ANDERSON 318 WEST MAIN STREET CHICAGO, ILLINOIS 60642-4684 309.579.4111		NUMBER SHEET / TOTAL 1 / 1 DATE 10/20/2018

DRAWINGS WITHIN THESE
 DOCUMENTS SHALL BE
 FOR SCHEMATIC DESIGN AND
 PERMITTING PURPOSES ONLY

 MEANS AND METHODS OF DEMOLITION
 AND CONSTRUCTION SHALL BE BY
 LAUNDROMAT / STORE OWNER
 AND / OR CONTRACTOR

1. DEMOLITION OF EXISTING STRUCTURE
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100. DEMOLITION OF EXISTING STRUCTURE





REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Display & Sales of Portable Wood Sheds - Site Plan & Special Use Permit

AGENDA DATE REQUESTED: December 14, 2009

ACTION REQUESTED: Approve the request for a special use permit based on the accompanying site plan for the Display and Sales of Wood Sheds at 425 Ann Eliza.

BACKGROUND: The owner is requesting a special use to display and sell wood sheds at 425 Ann Eliza. Site was formerly a used vehicle lot. Zoning of this business is B3 and there is enough car storage for a drive thru lane.

Planning Commission has held the public hearing on these requests and is recommending approval of the site plan and the special use permit.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None were expressed at the meeting.

IMPACT IF APPROVED: A new business will be located at this address.

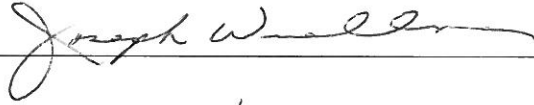
IMPACT IF DENIED: Location will remain vacant and business may go elsewhere.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community

REQUIRED SIGNATURES

Department Director



12/3/09

Date

Finance Department

N/A

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

112' ANN ELIZA ST.

20' 6"

15' 0"

10' SETBACK FROM LOT LINE (SIDEWALK)

10' x 8'

10' x 8'

10' x 8'

10' x 8'

16' x 26'

10' x 8'

16' x 26'

10' x 8'

OFFICE
AND
STORAGE
30' x 60'

MISSON
MOTORS
445 ANN
ELIZA

18'

10' SETBACK FROM LOT LINE (SIDEWALK)

APARTMENT UNITS

PSYCHDELIC

SIGHTS

AMIE'S

ALTERNATIVES

ALLEY

07-04 - 35- 327-010
09-1791
09-1792

SITE PLAN CHECKLIST
For Special Use Request

Name Hudson Motors

Address 425 AnnEliza Street

Phone # N/A

Contact Person Bret Gentry

<i>Required Information – Approval Dates</i>		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	✓		OK	✓
2.	Local Cross Streets	✓		OK	✓
3.	Lot Layout, Dimension and Setbacks	✓		OK	✓
4.	Public Access	✓		OK	✓
5.	Easements	N/R		N/A	✓
6.	Sanitary Sewer Locations, Size	EXISTS		N/A	✓
7.	IEPA Sanitary Sewer Permit	N/R		N/A	✓
8.	Storm Sewer Location and Size	EXISTS		N/A	✓
9.	Proper Zoning (Current)	B-3		B-3	✓
10.	Parking Spaces and Surface	✓		OK	✓
11.	Sidewalks	✓		OK	✓
12.	Landscaping	✓		OK	✓
13.	ADA Compliance	✓		OK	✓
14.	Driveway Openings (curb cuts)	✓		OK	✓
15.	TIF Area	YES		YES	✓
16.	Signage Exterior	EXISTS		OK	✓
17.	Lighting Exterior	EXISTS		OK	✓
18.	Floor Plan Shown and Dimensions	✓		OK	✓
19.	Screening or Fencing – Barbed Wire or Electric	N/R		N/A	✓
20.	Loading and Unloading Areas Shown and Dimensions	✓		OK	✓
21.	Fire Hydrant Location	✓		OK	OK
22.					
23.					
24.					

Public Works Comments: Adding items to be sold @ this location, so new special use needed.

City Engineer Comments:

Code Enforcement Comments: This parcel was previously approved for a special-use to sell automobiles. Due to the change of use it was required to approve a new special-use for outdoor sales for the new product. Most of the requirements on the checklist are already existing at the location.

Fire Chief Comments: As long as access to hydrants is not occurring, and vision from cross-roads not impaired. 

Other Comments:

RESOLUTION No. _____

- 09/10

December 14, 2009
PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

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

The Final Plat of Estates at Lakeview Subdivision is hereby approved.



SIGNED BY _____

MAYOR.



REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Renew Contract for Code Hearing Officer

AGENDA DATE REQUESTED: December 14, 2009

ACTION REQUESTED: Recommendation to approve new 3 year contract with Code Hearing Officer

BACKGROUND: The City of Pekin appointed J. Brian Heller as Hearing Officer to conduct administrative adjudicatory hearings of ordinance violations and entered into a written agreement concerning the duties to be performed and compensation to be paid for the position. The original agreement was for \$100.00 per hour dated March 28, 2005.

FINANCIAL IMPACT: None, fines and court costs are handed out after the hearing as part of the Decision and Final Order which covers the cost of the Hearing Officer.

NEIGHBORHOOD CONCERNS: Ongoing nuisance violations would find no resolve and the blight in the area would continue to get worse.

IMPACT IF APPROVED: Compliance to most ongoing code violation complaints.

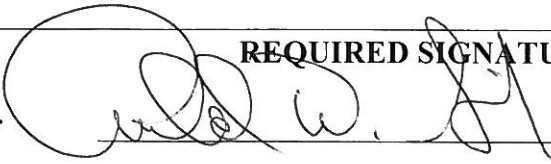
IMPACT IF DENIED: If the Hearing Officer option was not a part of the Code Enforcement tools then some of the ongoing nuisance problems would continue without any resolve and the Code Enforcement Department would just keep returning to the same locations.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Strong Foundation, High Quality of Life and an Effective Government

REQUIRED SIGNATURES

Department Director



12/7/2009
Date

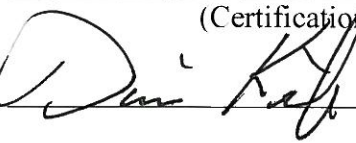
Finance Department



(Certification of Availability of Funds)

12/7/09
Date

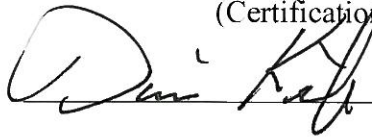
Corporation Counsel



(Certification of Review)

Date

City Manager



12/7/09
Date

HEARING OFFICER AGREEMENT

THIS AGREEMENT entered into by and between the City of Pekin, an Illinois Municipal corporation, a body politic, hereinafter referred to as “City”; and J. Brian Heller, hereinafter referred to as “Hearing Officer”, this _____ day of _____, 2009.

WHEREAS, previously J. Brian Heller was appointed as Hearing Officer of the City of Pekin ordinance enforcement department, subject to approval of a written agreement concerning the duties to be performed and compensation to be paid for such position; and

WHEREAS, the position of Hearing Officer of the City of Pekin ordinance enforcement department is not contemplated to involve sufficient time to justify the hiring of a full time employee; and

WHEREAS, the Hearing Officer is an attorney licensed to practice law in the State of Illinois for at least three years; and

WHEREAS, the Hearing Officer has completed or will complete a formal training program applicable to his duties described herein which satisfies the requirements of 65 ILCS 5/1-2.1-4(c).

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The Hearing Officer shall conduct administrative adjudicatory hearings of ordinance violations for the City of Pekin. The Hearing Officer shall perform all of the duties as Hearing Officer required by this Agreement, any applicable requirements of 65 ILCS 5/1-2.1-1, et seq., and any applicable requirements of the City Code of the City of Pekin (collectively the “Applicable Laws”).

2. The City shall pay the Hearing Officer for the performance of the duties contemplated herein at a rate of One Hundred Dollars (\$110.00) per hour the Hearing Officer performs such duties for the year 2010 and (\$115.00) for the years 2011 & 2012. Prior to payment, the Hearing Officer shall present to the City's Code Enforcement Officer invoices specifying the work performed. The City shall have no obligation to use the Hearing Officer's services hereunder.

3. The term of this agreement shall be for 36 months commencing January 1, 2010. The City shall have the option to reappoint Hearing Officer or another individual upon expiration of the initial 36 month period. The City may terminate this Agreement and the Hearing Officer's appointment upon 30 days notice to the Hearing Officer.

4. The City and the Hearing Officer agree and acknowledge that the Hearing Officer's appointment and his performance of his duties hereunder do not create an employer-employee relationship between the City and the Hearing Officer. The Hearing Officer is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the City regarding the manner and means of performing the services and obligations of this contract, except as provided herein and in the Applicable Laws.

5. The Hearing Officer shall determine the hours for hearings to be conducted, subject to the approval of the City, which approval shall not be unreasonably withheld. The Hearing Officer shall provide notice of the dates and times available for hearing to the City approximately 60 days prior to the hearings.

6. The City shall indemnify the Hearing Officer for all lawsuits arising out of and within the scope of the duties contemplated herein, unless such lawsuits arise out of willful and wanton

conduct or intentional conduct on the part of the Hearing Officer, beyond what is necessary to comply with the terms of this agreement.

7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

8. This contract may not be assigned or subcontracted by the Hearing Officer to any other person or entity without the written consent of the City.

9. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.

10. Any notice, demand or request required or which may be given hereunder to the respective parties shall be in writing and delivered personally or sent by messenger, telefax, or by air courier service, as follows:

To Hearing Officer:

J. Brian Heller
200 Walnut
Washington, IL 61571

To the City:

City of Pekin
Attn: City Manager
111 S. Capitol
Pekin, IL 61554

Notice shall be deemed given upon delivery or mailing. Changes of address for notice shall be made in compliance with this paragraph.

11. The parties agree that the foregoing document herein referenced constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted.

CITY OF PEKIN.
an Illinois Municipal corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its Clerk

HEARING OFFICER:

J. Brian Heller



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: No Parking – 900 Block of S. 7th

AGENDA DATE REQUESTED: December 8, 2009

ACTION REQUESTED: Approve ordinance establishing a No Parking zone in the 900 block of S. 7th at Midwest Heart Care Facility

BACKGROUND: A request was received by the Traffic Safety Committee to look at the safety of vehicles exiting the parking lot of Midwest Heart Care onto S. 7th Street. The committee reviewed the site and determined that due to the narrow width of the street that when vehicles were parked wither side of the entrance, visibility was restricted causing the vehicle exiting to have to pull out into the street to see. This was especially true if the parked vehicles were trucks or SUV's.

The decision of the committee was to restrict parking 30 feet either side of the entrance to allow for clearance to see street traffic when exiting. This will allow drivers to see cars on the street before they exit and those on the street see traffic exiting the parking lot.

FINANCIAL IMPACT: Cost of 2 signs – allowance for new signs in the budget.

NEIGHBORHOOD CONCERNS: Improve safety for traffic in this block

IMPACT IF APPROVED: Improves visibility for vehicles traveling in the area both on the street and those exiting the parking lot

IMPACT IF DENIED: Condition remains the same with potential for future accident

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe Community

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

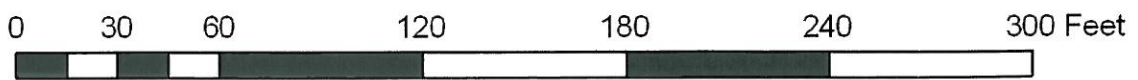
Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date



ORDINANCE NO. 1462-A294 - 09/10

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
ON SOUTH 7TH STREET AT PARK AVENUE**

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

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

WHEREAS, the Traffic Safety Committee addressed traffic concerns entering/exiting office building parking lot on South 7th Street at Park Avenue; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider no parking on the west side South 7th Street from 95' south of the intersection of Park Avenue to 180' south for southbound traffic; and

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

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated August 24, 2009 in its entirety, and inserting the No Parking Schedule dated December 14, 2009 attached hereto and incorporated herein by this reference.

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2009; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2009.

Mayor

ATTEST:

City Clerk

Time	Duration	Days	On Street	At or From	To	Direction of Travel	Side	Date of Addition
Total	Always	All days	Hanna Drive	South 2nd Street	East end	East-West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 19th Street	East dead end of street	East-West	Both	
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All days	Koch Street	Summer Street	100' East	West	North	
Total	Always	All days	Koch Street	South 2nd Street	South 14th Street	East	Both	
2 hour	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Cynthiana Street	Broadway	South 2nd Street	West	Both	
2 hour	9am-5pm	Mon-Sat	North Capitol Street	Court Street	Caroline Street	North-South	Both	
2 hour	9am-5pm	Mon-Sat	Hillyer Street	South 6th Street	South 8th Street	East-West	Both	
2 hour	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both	
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	Both	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vista	West	North	

Time	Duration	Days	On Street	At or From	To	Direction of Tra	Side	Date of Add
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
2 hour	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
2 hour	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
2 hour	9am-5pm	Mon-Sat	St Joseph Place	South 7th Street	Haines Avenue	West	Both	
2 hour	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
2 hour	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	South 2nd Street	West	Both	
2 hour	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
15 min	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
2 hour	9am-5pm	Mon-Sat	South 7th Street	Washington Street	Court Street	North-South	Both	
2 hour	8am-4pm	School	Court Street (Front	East Shore Drive	West Shore Drive	East-South	Both	
2 hour	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
2 hour	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
Total	Always	All days	South Capitol Stre	Washington Street	Broadway	North	West	
2 hour	9am-5pm	Mon-Sat	South Capitol Stre	Court Street	Sabella Street	South	Both	
2 hour	9am-5pm	Mon-Sat	South Capitol Stre	Broadway	Court Street	North	Both	
2 hour	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
2 hour	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
2 hour	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
2 hour	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both	
2 hour	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
2 hour	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Travel	Side	Date of Addition
Total	6:00am-6:00	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
2 hour	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	8:15am-8:45	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both	
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South	
2 hour	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
2 hour	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
2 hour	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both	
Total	Always	All days	Sheridan Road	600' east of Redwood	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	North 18th Street	James Road	50' South of James Road	South	West	
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
2 hour	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
Total	Always	All days	McLean Street	151' West of 8th Street	225' West of 8th Street	West	North	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Street	South	West	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Street	North	East	
Total	8:15am-8:45	School	Highwood Avenue	341' South of Melanie	456' North of Powers	North	East	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Travel	Side	Date of Addition
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg Ct	East	South	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
2 hour	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 Hour	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
2 hour	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	
Total	Always	All days	Prince Street	12th Street	14th Street	East-West	Both	
Total	Always	All days	Meyers Court	12th Street	West end	East-West	Both	
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
Total	Always	All days	Ann Eliza Street	11th Street	12th Street	East-West	Both	
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McLean	North	East	
Total	Always	All days	South Capitol Stre	Washington Street	from stop signs 90' Sout	North	Both	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 6th Street	Broadway	Washington Street	South	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
2 hour	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All days	RWBP Frontage R	Enterprise Drive	North End	North-South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Addition
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	Parkway Drive	368' South of Sheridan	427' South of Sheridan	North	East	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	Both	
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
						of Traffic		*previous
Total	Always	All days	Pine Street/Maple	walk @ apt Pine Stre	drive @ apt Maple Park D	East/North	South	08-24-09
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	Park Avenue	13th Street	14th Street	East	South	09-22-08
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08

12-14-09

12/8/2009

Time	Duration	Days	On Street	At or From	To	Direction of Tra	Side	Date of Add
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	South 7th Street	95' South of Park Ave	180' South	South	West	12-14-09



REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Moratorium on electronic signs and billboards

AGENDA DATE REQUESTED: December 14, 2009

ACTION REQUESTED: Suspend all sign activity on electronic/ LED signs and billboards until the Pekin Planning Commission has had a chance to review the code and make necessary changes to the sign ordinance to regulate duration time of message, transition time between messages, brightness of sign, spacing between signs and location of signs.

BACKGROUND: Most billboards that front upon certain controlled routes (i.e.. highways) were agreements made in the late 1960's and the early 1970's, now with the new digital age and the new changeable electronic/ LED variable message signs, the City of Pekin should consider the requirements associated with the duration time of message, transition time between messages, brightness of sign, spacing between signs and location of signs for reasonable and safe standards to regulate such signs for the protection of the motoring public and surrounding areas.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: Due to the location of some signs adjacent to residential districts it could become a concern if the sign light levels are too bright and the movement of the message is unreasonable. This could also become a safety hazard to the motoring public if the messages are too long and the traffic suddenly slows to read the message.

IMPACT IF APPROVED: Control over the placement and lighting on all signs including but not limited to billboards and electronic/ LED signs.

IMPACT IF DENIED: Continue to allow signs as per code and have no control over the duration time of message, transition time between messages, brightness of sign, spacing between signs and location of signs.

ALTERNATIVES: Keep the sign ordinance as is.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, High Quality of Life and an Effective Government

Pekin Planning Commission
November 18, 2009

INFORMAL HEARING

The Pekin Planning Commission recommends for the City Council to hold Moratoriums regarding New Billboard, Illuminated Signs, etc. requests until the Sign Ordinance can be updated.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

ORDINANCE NO.: _____

**AN ORDINANCE ESTABLISHING A MORATORIUM ON THE ISSUANCE
OF OFF-PREMISES SIGN PERMITS**

WHEREAS, it is appropriate and necessary from time to time to examine elements of the Zoning Ordinance; and

WHEREAS, the standards, regulations and potential for locations for off-premises signs have not been reviewed since the change in technology has occurred, that being the availability of Electronic/LED signs and billboards; and

WHEREAS, the impact of said change in technology, upon the public, both in terms of health and safety for drivers and distraction possibilities, as well as for potential impact on property values and the aesthetic appearance of the community are at issue; and

WHEREAS, an examination of the off-premises sign portion of the Zoning Ordinance is necessary in order to determine the health, safety, and general welfare of the community is properly being addressed; and

WHEREAS, the Planning Commission is undertaking a review of the issues raised above, for off-premises signs, and recommendations and a draft ordinance is being considered;

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

Section 1: That a moratorium on the review and issuance of off-premises sign permits is created and is hereby extended until June 1, 2010, in order to provide the time for public hearing, Zoning Commission findings, and report to be prepared and submitted to the City Council.

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval according to the law.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THIS _____
DAY OF _____, 20_____

APPROVED:

ATTEST:

Mayor

City Clerk