



City of Pekin

REGULAR COUNCIL MEETING MONDAY, NOVEMBER 24, 2008
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Pro Tem Jones

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 November 10, 2008 and the Town Hall Meeting of November 17, 2008.

VOTE REQUIRED

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Police Department October Report, Fire Department August, September, October Report, Liquor Commission Minutes November 3, 2008, Tourism Commission Minutes November 18, 2008, Traffic Safety Committee Minutes November 7, 2008, and Electrical Commission Minutes November 6, 2008.
- 2. Proclamations:** "Drunk and Drugged Driving (3D) Prevention Month" December
"National Hospice/Palliative Care Month" November
- 3. Receive and File** Communications Comcast Channel Line-up additions
- 4. Receive and File** Planning Zoning Board of Appeals Minutes Dated November 12, 2008
- 5. Receive and File** Planning Commission Minutes Dated November 12, 2008
- 6. Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #08-1768 – recommends to approve the re-zoning of property located off Route 98 from AG (Agricultural District) to I-1 (Light Industrial District)

- b. Hearing #08-1769 – recommends to approve the Site Plan for the Special Use for a Drive-Thru for a Restaurant commonly known as 3610 Kelly Avenue
- c. Hearing #08-1770 – recommends to approve the Special Use for a Drive-Thru for a Restaurant commonly known as 3610 Kelly Avenue
- d. Hearing #08-1771 – recommends to approve the changes to Title 9 Chapter 8A Section 10-K-9 Code for Signs in a PUD Zone

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. PRESENTATION

DESCRIPTION: Retiring fire fighters Assistant Chief Donald Faux – 33years 6 months and Assistant Chief Vaughn Bottomley 31 years 10 months to be presented with retirement watches.

2. Public Hearing

DESCRIPTION: to hear input on a proposed property tax levy for the City of Pekin. Truth in Taxation

ACTION: Action to be taken under New Business.

IX. NEW BUSINESS

1. Ordinance No. 2573-08/09 – Making, Levying and Assessing Municipal Taxes May 1, 2008 to April 30, 2009 Known as the Levy Ordinance

(DK)

DESCRIPTION: Proposed City Tax Rate remains unchanged from last year at \$1.3024/\$100 EAV. Increased City EAV would increase overall Levy to \$5,837,452.

ACTION: Motion to layover the Ordinance until the meeting of December 8, 2008.

VOTE REQUIRED

2. Site Plan Avanti's

(JW)

DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the layout of a drive-up window at 3610 Kelly Avenue for a new restaurant formerly Kelly Avenue Bar and Grill.

ACTION: Motion to approve the Site Plan.

VOTE REQUIRED

3. Special Use Drive-Up Avanti's

(JW)

DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Special Use for a drive-up window at 3610 Kelly Avenue for a new restaurant.

ACTION: Motion to approve the Special Use.

VOTE REQUIRED

4. Ordinance No. 1568- A175-08/09 – Rezoning of Certain Property – Landrith Rt. 98

(JW)

DESCRIPTION: Recommendation of Pekin Planning Commission to Rezone the property from AG (Agricultural) district to I-1 (Light Industrial) district north of the Sewer Treatment Plant, partially in a flood plan, and an extension to an existing industrial park.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

5. **Ordinance No. 2574-08/09 – Amending Title 7, Chapter 1, Article D. of the Code of the City of Pekin 1995 Regarding the Electrical Code** (JW)
DESCRIPTION: changes in the Code to adopt the N.E.C. 2008 addition and provide language to clarify restricting aluminum conductors for service entrances only. Effective January 1, 2009.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
6. **Ordinance No. 2575-OA -08/09 – Amending Title 9, Chapter 10, Section 8 G. Title 9, Chapter 8A of the Code of the City of Pekin 1995 Regarding Signs in PUD (Planned Unit Development) District and Billboards in I (Industrial) District.** (JW)
DESCRIPTION: to allow for request from ICC to allow non- accessory signage in the Riverway Business Park on other than the parcel that the building is located.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
7. **Agreement with STS for Veterans Drive Design Broadway to Sheridan** (JW)
DESCRIPTION: the scope of work to design the next section to the north of Veterans Drive would allow the City to go out for bids in the Fall of 2009 with construction in 2010. Funds have been budgeted.

ACTION: Motion to approve the agreement.

VOTE REQUIRED
8. **Ordinance No. 1462-A285-08/09 – Amending Title 8, Chapter 2, Section 9 of the Code of the City of Pekin Regarding Stop Signs on State Street at Windsor Street and On Lighter Street at Windsor Street** (JW)
DESCRIPTION: Recommendation of the Traffic Safety Committee to stop traffic at the T-intersections for safety.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
9. **Ordinance No. 1462-A286-08/09 – Amending Title 8, Chapter 4, Section 3 F. of the Code of the City of Pekin 1995 Regarding Handicapped Space Park Avenue and 13th Street** (JW)
DESCRIPTION: Recommendation of the Traffic Safety Committee to move the handicapped sign in front of the Pekin Hospital. This will allow shuttle vans to park in this spot without restricting visibility to the East.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
10. **Ordinance No. 1462-A287-08/09 – Amending Title 8, Chapter 4, Section 1 D. of the Code of The City of Pekin 1995 Regarding No Parking Schedule North Side Washington Street at South Capitol** (JW)
DESCRIPTION: Recommendation of the Traffic Safety Committee to restrict parking on north side to address visibility safety concerns of Washington curve at Summer Street.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

11. **Ordinance No. 1462-A288-08/09 – Amending Title 8, Chapter 3, Section 3 F. of the Code of** (JW)
the City of Pekin Regarding speed limits on Broadway Road from Schramm to Veterans
DESCRIPTION: Recommendation of the Traffic Safety Committee to control speeds on Broadway
which would result in 35 mph from N. Fourteen to California Road and 45 mph to Veterans on
completion of the Broadway widening project.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

12. **Tazewell County Animal Control Contract** (TG)
DESCRIPTION: Annual Intergovernmental Agreement with Tazewell County to provide
Animal Control services for the City. The increase from last year was 4.1%.

ACTION: Motion to adopt. Motion to approve Intergovernmental Agreement for Animal Control
in the amount of \$43,170 for the period of 1/1/09 – 12/31/09.

VOTE REQUIRED

13. **James Field Intergovernmental Agreement Sidewalks** (DK)
DESCRIPTION: The improvements consist of sidewalks and the base for brick pavers
in the amount to not exceed \$40,000 TIF Funds.

ACTION: Motion to approve the Intergovernmental Agreement to utilize TIF Funds for
Sidewalk Improvements around James Field.

VOTE REQUIRED

- X. **ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**
Council Members
Staff
Public Questions
Press Time

- 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 10, 2008 AT 5:30 O'CLOCK P.M.
JAMES E. JONES * MAYOR PRO TEM * PRESIDING**

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

ABSENT: MAYOR TEBBEN

The **Pledge of Allegiance** was led by JROTC Master Sgt. Joe Fabish. The Honor Guard presented POW MIA Ceremony. An announcement was made that a fundraiser was being held at LaGondols Spaghetti House to support the activities of the Pekin Community High School JROTC program. The Council extended appreciation. There was a short recess to clear the room.

Roll was called and all Council Members were present except for Mayor Tebben.

Agenda

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

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that the **minutes of the Regular City Council Meeting of October 27, 2008 and Town Hall Meeting of November 3, 2008, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Abel, seconded by Council Member Kortkamp, that the Consent Agenda be approved as presented. Mayor Pro Tem Jones read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Liquor Commission Minutes September 24, 2008 and Building Report October
2. **Proclamations:** Pekin Community High School JROTC Week - November 9, 2008
Family Life "Family Matters" Week - November 23-29, 2008
3. **Solicitation:** Boys and Girls Club of Pekin tag day Saturday, November 15, 2008
4. **Receive and File Financial Statements prepared by Willock Warning & Co., P.C.**
Sewerage Fund April 30, 2008
5. **Receive and File** Fiscal Responsibility Report Card from Office of State Comptroller
6. **Resolution No. 59-08/09** – Mayor's Reappointment of Donald Hild and Jerald Hall to the Riverway Business Park Review Committee for term to November 23, 2011
7. **Resolution No. 60-08/09** – Liquor Commissioner's appointment of Rick VonRohr as Deputy Liquor Commissioner
8. **Resolution No. 61-08/09** – Establishing Public Hearing Date & Place for Proposed 2008 Amendment to the Tax Increment Financing (TIF) Redevelopment Plan and Project for the Central Business District Redevelopment Project Area

Council Member Blanchard asked for the Manager's comments on the summary of the information on the Fiscal Responsibility Report Card from the State of Illinois.

On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

City Manager Dennis Kief introduced Illinois American Water Company Superintendent of Field Operation Tony Hall and read his bio to the Council. Mr. Hall expressed his appreciation for the welcome and the transition replacing Randy West.

NEW BUSINESS

Motion by Council Member Dunn, seconded by Council Member Abel, that the **CHANGE ORDER WITH PIPCO FOR THE PARKWAY DRAINAGE IMPROVEMENT IN THE AMOUNT OF \$48,811.61, be approved.** Public Works Director Joe Wuellner informed Council as the project for drainage improvement progressed it was discovered there were conflicts with existing utilities, which necessitated the change in location and grade of manholes and storm lines. He recommended the request be approved noting that the change had been reduced twice after review of the proposed materials. The total project was still below estimate. On roll call vote, all present voted Aye

Motion by Council Member Strand, seconded by Council Member Kortkamp, that the **AGREEMENT WITH ILLINOIS CENTRAL RAILROAD FOR INSTALLING THE CROSSING, SIGNALS, AND ALL APPURTENANCES NECESSARY FOR EXTENDING HANNA DRIVE be approved and that the document be executed after review by staff and Corporation Counsel.** Council was advised that the cost estimate of \$250,000 was from budgeted funds. Council was asked to approve without the agreement before them in order to meet the requirements of the EDA grant to have approval and Notice to Proceed by December 19, 2008 deadline met. On roll call vote, all present voted Aye

Motion by Council Member Kortkamp, seconded by Council Member Strand, that the **AMENDMENT TO THE AGREEMENT WITH STS FOR SERVICES REQUIRED TO COMPLETE PHASE I STUDY VETERAN'S DRIVE NORTH IN THE AMOUNT OF \$71,183.00 be approved.** Council Members were told that the design needed to be resubmitted with justification and environmental studies on a third route as required by IDOT and FHWA. Funding was from the local gas tax. Council Member Blanchard spoke in opposition to going north at this time and felt concentration should be given to completing the southern route. On roll call vote, Ayes, Strand, Kortkamp, Abel; Nays, Blanchard and Dunn. Motion carries.

Motion by Council Member Abel, seconded by Council Member Blanchard, that the **CONTRACT FOR TRANSPORTATION SERVICES WITH RANKIN GRADE SCHOOL IN THE AMOUNT OF \$30,960.00 be approved.** Director of Transportation Greg Ranney recommended the terms for the 2nd year annual agreement. Council questioned Mr. Ranney on the delay in presenting the agreement when service had been provided for two months. On roll call vote, all present voted Aye

Motion by Council Member Dunn, seconded by Council Member Abel, that the **CASH FARM LEASE WITH MARK WEYRICH FOR FARMING THE ACRES LOCATED IN THE RIVERWAY BUSINESS PARK IN THE AMOUNT OF \$300.00 BE APPROVED.** Director of Public Property Greg Ranney recommended the approval of the agreement for the small amount because of the low productivity of the tillable 15 acres. On roll call vote, all present voted Aye

ORDINANCE NO. 2571-08/09

AUTHORIZING THE EXECUTION OF THE IMLRMA MINIMUM / MAXIMUM CONTRIBUTION AGREEMENT

Motion by Council Member Strand, seconded by Council Member Blanchard, that Ordinance No.2571-08/09 be adopted. Mr. Kief presented the renewal of the Illinois Municipal League Risk Assessment min-max program for Calendar Year 12/31/08- 12/31/09. Council was informed that premiums were based on losses incurred by a pool of municipalities rather than individual claims since 2001. The amount of \$587038.62, an increase of only 3.4% was budgeted in the Insurance Fund and was a reduced rate if paid by November 21, 2008. On roll call vote, all present voted Aye.

ORDINANCE NO. 2572-08/09

**PROVIDING FOR THE EXECUTION OF AN AGREEMENT TO PURCHASE AND THE
PURCHASE OF REAL PROPERTY BY THE CITY OF PEKIN AT 117 SABELLA**

Motion by Council Member Kortkamp, seconded by Council Member Dunn, that Ordinance No.2572-08/09 be adopted. Economic Development Coordinator Steve Brown presented the purchase of 117 Sabella Street. He advised that the last property on that street not owned by the City of Pekin and 1 of t3 remaining at the riverfront site would better prepare the are for a development ready market site. The sale price of \$35,000.00 plus closing costs was from TIF budgeted funds. On roll call vote, Ayes, Strand, Kortkamp, Dunn, Abel, and Jones; Nay, Blanchard. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Strand, that the **AGREEMENT WITH BEHAVIORAL HEALTH ADVANTAGES FOR EMPLOYEE ASSISTANCE PROGRAM IN THE AMOUNT OF \$6,840.00 BE APPROVED** . Director of Personnel Patricia Pollock requested Council's approval of the renewal of a two-year agreement of Employee Assistance Program (EAP). The contract provides services, consultations, training, and assistance to employees experiencing personal problems such as marital; chemical, physical, or sexual abuse; and financial concerns. She advised Council that there was no increase in the rate over last year and that there had been a 7% normal usage by employees. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Pro Tem Jones announced the next Town Hall meeting to receive public input on the financial status of the City and the proposed 2010 Budget was to be held at the Miller Senior Citizens Center on Monday, November 17, 2008 @ 5:30 p.m. He also encouraged the public to attend a Veterans ceremony at the Court House on Tuesday @ 11:00 a.m.

Council Member Blanchard expressed appreciation for the POW / MIA Ceremony presented by the JROTC. He congratulated TAPS on their 50th anniversary and asked for the public's support of the animal no-kill shelter.

Council Member Dunn expressed best wishes to Mayor Tebben in his recovery in the hospital.

Sanitation Superintendent Greg Ranney advised the public due to the holiday on Tuesday there would be no collections of waste and regular pickups would be delayed a day.

Public Works Director Joe Wuellner briefed the Council on the status of the sewer project at Glendale and Valle Vista. Heavy equipment was brought in to dig a depth of over 20ft to reset the structure. Traffic would continue to be re-routed for days.

Bill Gilroy 1312 South 11th Street spoke in support of the southern route of extending Veterans Drive along VFW Road and the need to complete Hanna Drive for expansion of the Riverway Business Park. Joe Wuellner and Dennis Kief were asked to respond in 2 weeks to Mr. Gilroy's questions on the plowing of Court Street and the status of the State of Illinois' commitment to improving Court Street.

EXECUTIVE SESSION

Motion by Council Member Kortkamp, seconded by Council Member Strand, that **Council move to Executive Session** at 6: 20 P.M. to discuss 5 ILCS 120/2 (c.) 6. The setting of a price for sale or lease of Municipally Owned Property. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 6:35 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD AT THE MILLER SENIOR CITIZENS CENTER
551 SOUTH 14TH STREET
PEKIN, ILLINOIS 61554
ON MONDAY, NOVEMBER 17, 2008 AT 5:30 O'CLOCK P.M.
JAMES E. JONES * MAYOR PRO TEM * PRESIDING**

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

ABSENT: COUNCIL MEMBER STRAND AND MAYOR TEBBEN

Notice was received by Council and posted informing the public that more than two members of the City Council had indicated an interest in attending the public meeting to present financial information.

The City was required to post the meeting, in addition, as a Special Council meeting under the provisions of the Open Meetings Act. No Council action could be taken because no agenda was posted for Council consideration.

The purpose of the meeting was to present past and current financial information of the City, the present 2010 budget, and to receive public input.

Mayor Pro Tem Jones opened the meeting noting that a quorum was present. The procedure for the night would be for review of the financial information displayed and one-on-one questions of citizens with Council Members and Staff in a relaxed informal format.

Roll was called. Council Members Jones, Abel, Blanchard, Kortkamp and Dunn responded present.

Members met with 3 citizens, a member of the press, the staff and discussed the breakdown of the budget, current expenses, revenues, comparative tax rates of other communities and other information displayed on charts to better inform taxpayers of the city's finances.

No action was taken by the Council

COUNCIL ADJOURNED AT 6:45 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR OCTOBER 2008

	OCTOBER 2007	SEPTEMBER 2008	OCTOBER 2008
TRAFFIC TICKETS	286	356	266
WARNING TICKETS	229	307	207
OFFENSES	540	512	482
ARRESTS	312	273	185
PARKING TICKETS	361	274	367
STOPS	798	635	542

Breakdown of Parking Tickets

Abandoned Vehicle	0	4	2
Fire Lane	0	0	0
Handicapped	6	0	3
Improper Parking	14	10	9
Restricted Parking	325	206	286
No Parking Zone	11	50	53
Fire Hydrant	0	0	0
Meter Violation	5	4	7
Prohibited Parking	0	0	1
TOTAL	361	274	367



City of Pekin

September 2, 2008

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department August 2008 report, plus a summary of July 2008.

Charles E. Lauss
Fire Chief
City of Pekin Fire Department

During the month of August 2008, the Pekin Fire Department responded to 327 calls, total dollar loss was \$37,510.00

During the month of August 2008 (approximately 68.09%) were emergency medical calls, 104 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

During the month of July 2008, the Pekin Fire Department responded to 344 calls, total dollar loss was \$34,000.00.

During the month of July 2008 (approximately 71.22%) were emergency medical calls, 99 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

On August 6, 2008 Fire Fighters responded to structure fire at 242 Herget Street. Upon arrival neighbor had extinguished most of the fire that was on the front porch and had burned upward to the bottom of the window. We stripped the siding off the front and cooled the area and checked for extension. None found. Fire had not extended to residence. The fire was started by juvenile with lighter and gasoline. He ignited a fire truck with gasoline, and the fire extended up the wall from there. Total dollar loss was approximately \$1,000.00.

On August 8, 2008 Fire Fighters responded to a stove fire at 315 S. Capitol Street. Upon arrival E3 assumed command with nothing showing. Occupant advised the stove was located in the kitchen in the rear of the building. Upon walk around light smoke was seen coming from the kitchen window. Entry into the back yard was made through a wooden fence gate that was damaged during entry. The kitchen was accessed through an unlocked rear door and smoldering material could be seen inside the oven that was in cleaning mode. Unable to open the oven door due to electronically controlled lock. Stove gas was turned off and stove was disconnected and placed in the back yard. Occupant stated to Captain Heisel "I placed the oven in cleaning mode and forgot that there was a tray with stuff on it, it started to smoke so I called 911". Occupant was advised to have stove inspected by a trained service technician before placing the stove back in service. Total dollar loss was approximately \$500.00.

On August 17, 2008 Fire Fighters responded to a structure fire at 106 Fayette Street. Upon arrival found a single story house that had fire coming from the eaves on the southeast corner and smoke coming from the eaves on the north side. The main concern was the high voltage line down in the front yard near the alley arcing and causing major flashing and a loud welding noise. Next to it, running with the alley, were 4 torch like fires that were coming from the ground shooting up about 15in. We suspected that to be a gas line at the time. We did not make an interior attack due to the possibility the house could be electrically charged. E2 stood by a hydrant on 2nd Street while I had L1 come into the Dairy Queen parking lot and attack the involved corner from the outside. When they had knocked down that corner the arcing had stopped due to the wire burning off about 3 ft. off the ground. Before the wire had burned off, the arcing would stop momentarily then start back up again as the substation would reset the power. We then made an interior attack and found very little fire extension inside the house as L1 ventilated the roof to let out heat and smoke. The PPV fan was used to assist ventilation. We had a small fire (about 3 ft. diameter) burning on the ground outside the front door due to gas leading from the ground. We called Ameren Cilco about electric and gas. Extensive overhaul was conducted on the exterior of the structure. Ameren Cilco had to call in a full crew with a backhoe to dig up and find the leak. Their people were having trouble trying to figure out how and where the leaks had caused those torch fires. Those fires had melted the sand and dirt into glass near the holes. The cause of the fire appeared to be the high voltage line breaking and falling onto the house, arcing to the ground, and electricity following the phone and cable wires to the house. Total dollar loss was approximately \$22,000.00.

On August 18, 2008 Fire Fighters responded to 6 story low income housing complex that had the 5th floor filling with smoke at 343 S. 4th Street. We arrived and took our irons and the high rise pack up to the 4th floor via the elevator and proceeded to the 5th floor to find a lot of smoke in the hallway. TR3 laid lines to the standpipe for E3. They were charged but we didn't end up needing them. We proceeded to room 509 and found the sprinklers had gone off and put out the fire. The electricity was still on. We shut off the water to that floor which stopped the sprinkler flow. In the room we found the floor, a garbage can, the couch, and drapes had fire damage. We used 2 positive pressure fans to get the smoke out of the building. Smoking was the cause of the fire. Ash trays were found just above the origin of the fire. The resident was in bed and got up to go to the bathroom when she saw the couch on fire along with her oxygen tubing that was on the couch. The smoke detector was sounding. She shut off her oxygen machine as other residents were coming in to get her out. The fire started on the floor spreading to the couch and then to the drapes on the wall. The air conditioner plastic grill was melted also. She and her boyfriend were

smoking earlier and he had gone down the hall to get more smokes, but also went to the bathroom while he was there. The sprinkler system activated after her departure from the room. There was significant water damage in her room and floors below. Total dollar loss was approximately \$13,000.00.

On August 18, 2008 Fire Fighters responded to van fire at 2nd Street and Caroline Street. Upon arrival found a van on fire in the middle of street. It was being driven when the driver heard a pop. He said it began to run rough and then started to smoke and caught on fire. All of the fire was contained to the engine compartment. Driver did not have any insurance. Total dollar loss was approximately \$1,000.00.

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

Fires	24
Rescue and EMS	223
Hazardous Materials	13
Other types of calls	67

Total dollar loss for the month of August was approximately \$37,510.00

Total calls for the month of July was 344 and are as follows:

Fires	16
Rescue and EMS	245
Hazardous Materials	23
Other types of calls	60

Total dollar loss for the month of July was approximately \$34,000.00.

Training Division

The training topics for this month are varied. Each shift was trained on the operation of the new light trailer that is now part of the MABAS Division 42 cache. Assistant Chief Rick Ward, of the East Peoria Fire Department, came to Pekin to train us on the safe operation of the light trailer. It will be housed at their Station 4, but it is available at any time any fire department needs it.

Each shift was trained in the safe operation of our new 2008 Pierce engine #3. Everyone was to drive the vehicle and an engineer from Station 3 went over the operation of the new pumper.

All 3 shifts did some practical foam applications training. There were several fire fighters that had not made foam nor had seen it's application.

There was training on Tower 3 and general driver's training also. One shift went out at 2200 hours and had ladder training.

Shift 3 critiqued 2 fires that they had on their shift, the house fire on Fayette and the apartment fire at the Golden Arms Apartments.

Charles E. Lauss, *Fire Chief*

3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

This is a brief overview of August 2008 and July 2008' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

October 2, 2008

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department September 2008 report, plus a summary of August 2008.

Charles E. Lauss
Fire Chief
City of Pekin Fire Department

During the month of September 2008, the Pekin Fire Department responded to 296 calls, total dollar loss was \$9,000.00.

During the month of September 2008 (approximately 70.16%) were emergency medical calls, 88 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

During the month of August 2008, the Pekin Fire Department responded to 327 calls, total dollar loss was \$37,510.00.

During the month of August 2008 (approximately 68.09%) were emergency medical calls, 104 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

On September 14, 2008 Fire Fighters responded to a garage fire at 1407 Black Street. Upon arrival heavy smoke was coming from the unattached garage. The fire was quickly extinguished using one pre-connect line from engine three. After an investigation it was determined the fire to have been started by an over loaded power strip. Total dollar loss was approximately \$8,000.00.

On September 27, 2008 Fire Fighters responded to assist police at 1105 Derby Street. Upon arrival police informed fire department that a large window had been broken by an apparent theft. Police requested that we break out the window the rest of the way. We broke the window safely and turned over the building to the manager. Total dollar loss was approximately \$1,000.00.

Total calls for the month of September was 296 and are as follows:

Fires	6
Rescue and EMS	208
Hazardous Materials	16
Other types of calls	66

Total dollar loss for the month of September was approximately \$9,000.00.

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

Fires	24
Rescue and EMS	223
Hazardous Materials	13
Other types of calls	67

Total dollar loss for the month of August was approximately \$37,510.00.

This is a brief overview of September 2008 and August 2008' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

November 4, 2008

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department October 2008 report, plus a summary of September 2008.

Charles E. Lauss
Fire Chief
City of Pekin Fire Department

During the month of October 2008, the Pekin Fire Department responded to 292 calls, total dollar loss was \$157,600.00.

During the month of October 2008 (approximately 65.06%) were emergency medical calls, 102 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

During the month of September 2008, the Pekin Fire Department responded to 296 calls, total dollar loss was \$9,000.00.

During the month of September 2008 (approximately 70.16%) were emergency medical calls, 88 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

On October 8, 2008 Fire Fighters responded to a vehicle fire at 1802 St. Clair. Upon arrival a Pontiac Sun Bird car burning next to a large tree on the sidewalk. Driver was out of car upon arrival. Car is a total loss. Driver hit the fire hydrant on the corner and pushed it 30 to 40 feet from the corner. Total dollar loss was approximately \$1,000.00.

On October 10, 2008 Fire Fighters responded to a structure fire of a two-story wood-frame residence at 320 Park Ave. Communications center notified us en route of a resident possibly still inside the house. Engine 3 and Tower 3 were first to arrive, with Engine 3 assuming command. They found smoke and flames shooting out the south-rear upstairs window. A ladder was placed at the upstairs west window for rescue. Upon venting the window, heavy dark smoke billowed from the window. Conditions determined that survival was not possible.

Four firefighters began an interior initial attack with a 1 ¾ inch hoseline through the southeast kitchen door. Firefighters found fire in the kitchen and wooden stairs and side walls going upstairs to the main fire area engulfed in flames. Extreme heat was also present. A backup 1 ¾ inch and 3 inch primary hoseline were utilized. A 1 ¾ inch hoseline was also stretched to the west side of the structure. Engine 2 laid a 5 inch supply line from the fire hydrant into Engine 3. Ladder 1 crew was assigned to ventilate the roof.

Command transferred to Fire 3. Police and the previously evacuated daughter of the possible victim, Tracy Redshaw, confirmed that 69 year old Dorothy Crawford was still inside.

With heavy flame visible from the east and west upstairs windows and minimal progress apparent, a May Day was sounded and all firefighters evacuated the structure and the roof. A defensive attack was then implemented with hoselines aimed through the east and west exterior windows. After the fire was darkened down, an offensive interior attack was then resumed. Backup crews were positioned at the bottom of the stairs and also outside the house while a crew advanced up the stairway into the upstairs.

Firefighters found the body of Mrs. Crawford. Fire was under control at approximately 0330 hours. Because of difficulty advancing larger hoselines around corners and the narrow stairway, a smaller booster line was used to extinguish the remaining fire and hot spots. The entire upstairs was gutted.

Four firefighters were paged in to man reserve Ladder 3. Ameren gas and electric and the water company were called to the scene to shut off utilities. Fire 1 Lauss, Fire 2 Bowman, Fire 4 Sandifar, City Inspector, AMT ambulance, State Fire Marshal, Pekin Police investigators, coroner, ESDA Mobile Command Center, and the Red Cross were also called to the scene. The Red Cross and Pekin Police assisted the family.

Two cats were rescued from the burning building and given treatment by AMT paramedics.

The fire started upstairs. As of this writing, investigators were still examining upstairs areas for cause and origin. Total dollar loss was approximately \$70,000.00.

On October 20, 2008 Fire Fighters responded to a structure fire at 416 Derby Street. Upon arrival find upstairs apartment with heavy smoke and fire coming from rear of structure. Find occupants sitting on the ground behind neighboring structures. 28 year old female on the ground with soot around the face, with 4 year old next to her. Both persons were taken to hospital by AMT for evaluation of smoke inhalation. Total dollar loss was approximately \$55,000.00.

On October 23, 2008 Fire Fighters responded to a structure fire at 1224 Caroline Street. Upon arrival the occupants had evacuated the house after being alerted by the smoke detector. As the first crews entered through the front door, smoke was seen coming out of the ceiling and at the header of the dining room doorway. The fire was accessed by pulling the ceiling in area of the fire. The fire was extinguished using the booster line. The fire was contained to the structural members of the ceiling in an approximately four foot by four foot area. Upon extinguishment of the fire the city electrical inspector was notified. Total dollar loss was approximately \$10,000.00.

On October 26, 2008 Fire Fighters responded to a stove fire at 1426 Summit. Upon arrival found fire on the stove in lower right apartment of a 4-unit building. A pan filled with cooking oil for making French fries was left unattended. The cooking oil ignited causing charring to the stove hood, exhaust screen, and cabinets above the stove. The hot pan was dropped on the floor and left a large burn mark on the kitchen linoleum. Sister of the tenant, tried to extinguish the fire with a bath towel. She placed the pan outside.

We found the hard-wire smoke detector in the apartment detached from the wiring. The detector in the upstairs hallway was alarming. Visitors to the apartment who left the scene before the Fire Department's arrival, had maliciously pulled the downstairs stairway smoke detector and electrical box out of the ceiling, damaging the plaster.

Fire was out upon arrival. L-1 ventilated the smoke in the apartment with a positive pressure fan.

Pekin Police were also on scene upon our arrival. This incident was the 3rd time this evening in which the police had responded to the apartment.

Assistant Chief Cretaro is to notify the apartment management of the incident, damage, and need for replacement of smoke detectors. Police Officer will be noting in the police report the vandalism of the hallway smoke detector. Total dollar loss was approximately \$1,600.00.

On October 27, 2008 Fire Fighters responded to a structure fire at 103 Sycamore. Upon arrival noted the interior of windows covered with black soot. Completed vertical ventilation prior to entry due to signs of possible flashover. Following ventilation completed forcible entry through the front door. Heavy black smoke was encountered. R2 entered with an 1 ¾ inch handline, fire located in living room and extinguished. Completed ventilation with PPV fan. Photographed area of origin. Utilities disconnected and contacted AmerenCilco. Occupant indicated that State Farm was their insurance company, contacted Investigation Unit and Claim Rep. Scene turned over to insurance company.

Occupant Melissa indicated that she had left the residence at approximately 1130am. She indicated that there were no appliances, television, or electrical goods operating. No smokers in the residence. No candles used. Upon returning she noted smoke in the garage, moved vehicle away from structure. She felt entry door from garage and it was cool to touch. She opened door and encountered heavy black smoke, she closed the door and called 911. Total dollar loss was approximately \$20,000.00.

Total calls for the month of October was 292 and are as follows:

Fires	18
Rescue and EMS	190
Hazardous Materials	12
Other types of calls	72

Total dollar loss for the month of October was approximately \$157,600.00.

Total calls for the month of September was 296 and are as follows:

Fires	6
Rescue and EMS	208
Hazardous Materials	16
Other types of calls	67

Total dollar loss for the month of September was approximately \$37,510.00.

Training Division

October 2008

This was a busy month, with Fire Prevention Week and hose testing. As with every year, many school fire drills and fire station tours were given. The open house on October 11 was very successful, with the addition of the 2 burn cells live demo. All annual hose testing was completed this month.

Extrication training was completed on several junk cars this month. The proper use of air bags was practiced.

The sprinkler trailer was presented to several area businesses and all 3 high rise units in Pekin. I attended a full scale TRT/Hazmat drill in Galesburg on October 4. I was asked to be an evaluator of the hazmat portion of the drill.

The Tazewell County Health Department presented a session on disaster preparedness for all City employees.

Fire Prevention Monthly Report

The month of October 2008 was a very exciting month. The NFPA theme for fire prevention week was named "Prevent Home Fires"

All of the schools in the city were witnessed having a fire school fire drill the Pekin Fire Department crews timed the events. In addition we did school safety reviews on all schools in the city in response to House Bill 2693 that states the fire departments will assist in the safety plans and reviews. We also obtained a fire sprinkler training trailer from the Northern Illinois Fire Inspectors Association. The trailer was taken to all high rise buildings in the city and City Hall as an educational tool for the residents of the buildings. We were also involved in the Illinois Central College fire extinguisher trailer demonstration at Aventine Renewable Energy and ICC North campus Peoria IL.

Charles E. Lauss, *Fire Chief*

3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

- Oct 1 – YWCA fire safety talk school children.
Good Shepherd Lutheran School Safety Talk.
212 Koch Street new business inspection.
Juvenile Fire setter interview @ station # 1 for the
242 Cooper St. House fire.
- Oct 6 – St Joseph School Fire Drill.
St Joseph School Lunch with Fire Chief
- Oct 7 – Jefferson Grade School Lunch with Chief.
Broadmoor Dirksen Fire Drill
- Oct 8 – Faith Baptist Fire Drill
Sunset Grade School Fire Drill
Chiefs lunch Sunset Grade School
Washington Grade School Fire Drill
Tazewell County Fire Fighters Meeting.
- Oct 9 – Starke School Fire Drill
Willow School Fire Drill
Willow School lunch with Fire Chief.
Country Knook Spook House Inspection.
Wilson School Fire Drill
- Oct 10 – Edison School Fire Drill
CB Smith Fire Drill
- Oct 11 – NFPA Fire Prevention Open House At
Fire Station # 1.
NIFIA fire sprinkler burn cell demo unit.
- Oct 13 – Blood Pressure Check City Hall
Blood Pressure Check Bus Dept.
- Oct 14 – NIFIA Fire Sprinkler Demo Unit Training
GSLs School safety review HB 2693
- Oct 15 – Faith Baptist School HB 2693 review
NIFIA Fire Sprinkler Demo Unit.
- Oct 16 – Jefferson School Fire Drill
230 Court St. High Rise Blood Pressure
NIFIA Trailer at City Hall
Child Car Seat Install Station # 1 25 seats.

Oct 16 – Golden Arms High Rise Fire Sprinkler Demo.
Pekin Dragons Dome After School Safety Event.

Oct 17 – 230 Court St NIFIA Sprinkler Demo.
320 Park Ave House Fire, 3 occupants.

Oct 20 – UAW High Rise Sprinkler Demo Trailer.
Pekin Hospital Sprinkler Trailer Demo
416 Derby St House Fire 2 occupants.

Oct 21 – 3531 Veterans Dr Faulty Fire Alarm.

Oct 22 – City Health Fair At Moose
Child Car Seat Install at the Moose.
Pekin High School HB 2693 safety review

Oct 23 – Aventine Renewable Energy Fire Extinguisher training

Oct 25 – Halloween Parade Tower 3.

Oct 28 – Night Out For Crime Dragons Dome 800 kids.

Oct 29 – CB Smith 232 kids for Safe Escape House.

This is a brief overview of October 2008 and September 2008' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
City of Pekin

City of Pekin

SPECIAL LIQUOR COMMISSION MINUTES MONDAY, NOVEMBER 3, 2008 4:00 P.M. CITY HALL COUNCIL CHAMBERS

Acting Chairman Eitenmiller called the meeting to order at 2:14p.m.

PLEDGE of ALLEIGENCE

Gillespie led the pledge

ROLL CALL

The following members were present for roll call: Acting Chairman Dave Eitenmiller, Fire Chief Lauss, Holly Brown, and Police Chief Gillespie. Also present: Sue Bosich, Assistant Corporation Counsel, Sue McMillan, City Clerk and Liaison Officer Rick VonRohr.

APPROVAL OF AGENDA

Lauss made a motion to amend the Agenda as presented seconded by Gillespie. Motion passed

APPROVAL OF MINUTES

Gillespie made a motion to approve the September 24, 2008 minutes as presented, seconded by Brown. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time

NEW BUSINESS

GoodFella's – Denny Mullens - Beer Garden

Denny stated he has contacted Fire Chief Lauss to look at the building for the Beer Garden. There is a Fire Department connection on the one end. Denny stated he could move the Beer Garden in 8 foot if that poses a problem. Has spoken with Ron Sieh and Ron approved the site plan.

Lauss made a motion to recommend to the Liquor Commissioner to accept the site plan for the Beer Garden with the stipulation that they work out the Fire Department connection on the front of the building, seconded by Gillespie. Motion passed.

Discussion followed: City Clerk asked about the liquor license and if this should be somewhere in writing or issue a new license? Sue Bosich stated that the liquor license should be amended to add "Beer Garden" and if Denny could bring in the liquor license so the City Clerk could add that to the present license. Holly asked if the insurance would change if adding a Beer Garden. Denny stated that no, this would not affect his insurance.

SKS Pizza, Inc. dba Firehouse Pizza – New application

Will need a signed lease before issuing a Liquor license. Shane from Firehouse Pizza stated they would get the lease signed, were waiting closer to their opening date, did not want to pay a months lease when not open. Application states 3 shareholders. Shane stated that Stan will be manager of this store and is waiting for his background check to come back and also will have a night manager and an assistant manager. He will provide their names for our background checks. City Clerk provided Shane with the background check form and they can fax that back.

Lauss made a motion to recommend to the Liquor Commissioner to accept the new liquor application with the stipulation that the lease gets signed, seconded by Brown. Motion passed.

Any Other Business to Come Before the Commission:

Gillespie asked what the emails going around about the Parkview Golf Course was all about. Eitenmiller stated he gave his opinion to Liquor Commissioner Tebben from an email sent earlier. He apologized to Bosich and

Brown and stated it was not his intention to upset or offend anyone by his comments. He stated how he felt about the issue and stands by opinion.

Discussion followed: Regarding Sunset Hills Golf course and the Park District Golf Courses selling alcohol on the golf courses. The liquor license for Golf Courses would be a Class C liquor license – special license with specific perimeters where they can sell alcohol. The Commission can recommend to the Liquor Commissioner on the limit of alcohol sold and on how much you can have on the golf course and with no package liquor sold. Consensus was there would be an enforcement issue, there is just not enough police officers to monitor golf courses. The Park District would be responsible of checking ID's so as not to serve underage as like any other liquor establishment and to abide by the Liquor Code.

Brown made a motion to adjourn, seconded by Eitenmiller. Motion passed.

Meeting adjourned at 3:40P.M. Next Meeting: will notify by email
Respectfully submitted Paula Gensel

Pekin Tourism Committee Meeting

Tuesday, November 18, 4:00 p.m.

Attendance Committee Members: Emily Lambe; Dennis Kief, Steve Brown, Pamela Anderson.

Absent: Charlotte Jibben

Emily opened the meeting at 4:01pm.

Chad Mentzer update: FLW Tournament. Chad stated he was at a conference and there is no news to report. The FLW committee has still not made a decision on where or when they will be holding the Walleye Tournament. There were two problems they were facing. 1) undecided about having a Walleye Tournament or 2) having this event indoors or outdoors. The FLW Committee has to decide. When a decision is reached they will notify us. Chad handles the contracts, etc. and then notifies Steve Brown and keeps him up to date. It was decided by Committee to pursue other events as well. Chad to be invited back to the next Tourism meeting to discuss other events he can present to the Committee. Chad will submit other potential events to Steve in advance and then distribute to the Committee before the next Tourism meeting in January.

Tourism Grants: YWCA in the amount of \$887.49

Discussion: Steve suggested not paying for the Raffle license since most likely a profit. Denny made a motion to approve the \$887.49 grant amount, Pam seconded. All in favor, Motion passed.

New Business:

Visitor's Bureau ad in the Chamber's Community Guide.

2nd page inside cover full page ad for \$2,995. This Guide gets updated every 3 years. Denny made a motion to accept the \$2,995 ad, 2nd by Steve. All in favor, Motion passed.

Discussion: What can go in the ad and who decides? Do we want to focus on City? They will arrange/organize the ad for us free as long as we send them what we want in it, logos, pictures, etc. Emily will contact them to see which format on the electronic version and get samples of other communities being used.

Any other business:

Steve put out there regarding the Holiday Tournament and wondering about them applying for a grant. They have in years past. Committee consensus was Steve to talk to the coordinator and they can always apply and it can be discussed at the meetings.

Steve to contact Andy Weinberg regarding the McNaughton Park Trail Runs and if this will still be something done here in Pekin. Andy had moved out of state.

Steve to notify Chad Mentzer of our next Tourism Committee meeting and ask him to bring proposals on upcoming events that Pekin could pursue.

Steve entertained a motion to adjourn, seconded by Emily. All in favor, motion carried.

Meeting adjourned at 4:48 p.m. Next Meeting is Tuesday, January 20th at 4pm in West Conference Room.

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
NOVEMBER 7, 2008
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Denny Kief, Tim Gillespie, Dave Pagliaro, Chuck Lauss, Will Taylor, Joe Berardi. Also present, Lee Ann Wrhel.

Leigh Ann Matthews was present at the meeting representing Pekin Main Street. She approached the committee regarding a possible solution to the parking issue downtown. She would like the committee to consider diagonal parking on one side of Court Street from Pekin Community Bank to Second Street. She made this request because of business owner complaints regarding lack of parking and parking time limits.

It was noted that the 2-hour parking would need to remain in place and there are spaces available in the rental lots.

Chuck Lauss made a motion for the committee to determine how many parking spaces would be added by having diagonal parking on the north side of Court Street between Capitol St. and 4th St. This item will then be discussed further at the next regular meeting. Denny Kief seconded the motion. All in favor except Dave Pagliaro and Joe Wuellner.

Old Business:

1. *Restricted Parking*

The committee will schedule a work session to go out for the purpose of determining the next area of narrow streets to review for parking restrictions.

2. *Stop Sign Request on State St. at Windsor St.*

Will Taylor presented a motion for the committee to make a recommendation to City Council for the placement of a stop sign on State St. at Windsor St. The motion was seconded by Chuck Lauss. All in favor.

New Business:

1. *"Slow-Children at Play" sign – 500 Block Catherine*

Tim Gillespie presented a motion to deny the "Slow-Children at Play" sign request. The motion was seconded by Will Taylor. All in favor. Signs are posted when a specific medical request form is signed by a doctor and submitted to the committee.

2. *Traffic Concern S. 10th St.*

A traffic study was conducted in this location. The study indicated that, on average, the traffic in that location is traveling at less than the speed limit. There will be no action. The Police Department will continue to monitor traffic in that area.

3. *Handicapped Parking – 1300 Block Park Avenue*

Chuck Lauss presented a motion, seconded by Denny Kief, to make a recommendation to City Council to move the Handicapped Parking sign to 135 feet from east of 13th Street on the north side of Park Avenue. All in favor. The hospital will have vans for pick-up and drop-off park on the west side of the crosswalk.

4. *No Parking Request – Washington St. from Capitol St. to Summer St.*

Joe Wuellner presented a motion, seconded by Denny Kief to make a recommendation to City Council to restrict parking on the north side of Washington Street from Capitol Street to the alley that is 316 feet west of Capitol Street. All in favor except Tim Gillespie.

5. *Discussion – Speed Limit Broadway from Schramm St. to Veteran's Dr.*

Joe Wuellner announced that the final surface will be put on Broadway Road from Schramm Street to Veteran's Drive next Friday. Denny Kief presented a motion, seconded by Will Taylor to make a recommendation to City Council to set the speed limit on Broadway Road from Parkway Drive to the east side of southern California Road at 35 mph and from the east side of southern California Road to Veteran's Drive at 45 mph. All in favor except Dave Pagliaro.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING DECEMBER 5, 2008 @ 8:30 A.M.

Electrical Commission Meeting
Minutes
11/06/2008

Present at meeting Mr. Gene Lindholm, Mr. Ed Ghelardini Mr. Mike Fisher and Mr. Mark Reeder.

The commission interviewed Mr. Rayme Armstrong about his application for an Electrical Contractors license from the City of Pekin. After the interview the Commission felt that Mr. Armstrong needed more formal electrical training. Mr. Reeder will contact Mr. Armstrong with these results.

The Commission also discussed the adoption of the 2008 N.E.C. by the City of Pekin. Mr. Reeder informed the commission that most of the communities in the area are adopting the 2008 N.E.C. at this time. The commission feels the code should be adopted and enforced on January 1, 2009. Mr. Reeder will inform the the city of this requested change.

Mr. Reeder also requested a change of the City Code to allow aluminum conductors for service entrance only. Currently the city code does not allow aluminum conductors inside of a structure. With the change the use of aluminum would be allowed for service entrance only. The commission decided this change would be acceptable. Mr. Reeder will inform the city of this request for a change.

WHEREAS, motor vehicle crashes killed 1,248 people in Illinois during 2007; and

WHEREAS, 434 percent of those deaths involved a driver impaired by alcohol; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and nation, holidays are a sad time to remember loved ones lost; and

WHEREAS, organizations across the state and nation are joined with the "You Drink & Drive, You Lose" and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the community of Pekin is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer.

NOW, THEREFORE, BE IT RESOLVED that I, JAMES E. "JIM" JONES, Mayor Pro-tem of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the month of December 2008, as

"DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH"

and call upon all citizens, government, agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December Holiday season and throughout the year.

ADOPTED, this 24th day of November, in the Year of Our Lord, Two Thousand and Eight.

James E. "Jim" Jones
Mayor Pro-tem

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, hospice and palliative care provides patients and families the highest quality care during life-limiting illness and at the end of life, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers; and

WHEREAS, last year, more than 1.4 million Americans living with life-limiting illness, and their families, received care from hospice and palliative care programs in communities throughout the United States; and

WHEREAS, professional and compassionate hospice staff – including physicians, nurses, social workers, therapists, counselors, health aides, and clergy – provide comprehensive care focused on the wishes of each individual patient; and

WHEREAS, more than 400,000 trained volunteers contribute 18 million hours of service to hospice program annually; and

WHEREAS, providing high-quality hospice and palliative care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care; and

WHEREAS, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals; and

NOW, THEREFORE, BE IT RESOLVED that I, JAMES E. “JIM” JONES, Mayor Pro-tem of the City of Pekin, Tazewell County, Illinois, do hereby proclaim November, 2008, as

"NATIONAL HOSPICE/PALLIATIVE CARE MONTH"

and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

PROCLAIM, this 24th day of November, in the Year of Our Lord, Two Thousand and Eight.

James E. “Jim” Jones
Mayor Pro-tem

ATTEST:

SUE E. McMILLAN
City Clerk



Comcast Cable
3517 N. Dries Lane
Peoria, IL 61604

November 7, 2008

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

RE: Comcast channel line-up additions

Dear Mayor Tebben,

In our continuing effort to keep you informed about the Comcast products and services available in your community, I am writing to inform you of changes to the Comcast channel lineup that will take effect during the month of December 2008.

On December 1, 2008 MOJO HD on channel 947 will go dark. Comcast Sportsnet Plus HD featuring Chicago sports teams overflow games will be available on channel 285.

Effective December 8, 2008 Versus HD and Golf Channel HD will be available as two separate full-time channels. Versus HD will be available to our customers on Digital channel 947 and Golf Channel HD will remain on Digital channel 921. Customers subscribing to Digital Starter service and have an HD TV with HDTV equipment will be able to view these channels.

Effective December 16, 2008 Fox News Channel HD will be made available on Digital channel 950, FX HD will be made available on Digital channel 948 and Speed Channel HD will be available on Digital channel 946. Customers subscribing to Digital Starter service and have an HD TV with HDTV equipment will be able to view these channels.

Effective December 18, 2008 MLB Network will be available on Digital Classic channel 516. MLB Network will provide coverage of 26 "live" baseball games in 2009 as well as highlights, international and development league games and archival material. Customers subscribing to Digital Classic will be able to view this channel.

Customers will be notified via bill message in advance of these changes.

Please feel free to contact me at 309-686-2612 if you have any questions or would like additional information regarding these changes.

Sincerely,

John Niebur
District Director

cc: file

Pekin Zoning Board of Appeals
November 12, 2008

Present:

Marilyn Kelso
Mary Lanane
Bob Barra
David Moehring, Vice Chairman

Absent:

Gary Sciortino
Curtis Eeten, Chairman
Ron Boehm

Staff Present: Joe Wuellner, Ron Sieh, Attorney Dancey

Vice Chairman David Moehring led the pledge of allegiance.

Vice Chairman David Moehring called the regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

Vice Chairman David Moehring asked for approval of the Agenda.

MOTION by Bob Barra seconded by Mary Lanane to approve the Agenda as presented. On roll call vote, all present voted AYE. MOTION APPROVED.

Vice Chairman David Moehring asked for approval of the August Meeting Minutes.

MOTION by Marilyn Kelso seconded by Bob Barra to approve the August Meeting Minutes. On roll call vote, all present voted AYE. MOTION APPROVED.

Correspondence: (15) Fifteen letters were sent out, (2) two responses with no problem to the request and (1) one returned letter.

Hearing #1:

Randy & Barb Nelms, Owner, a 13' Variance in the side/rear yard to allow for a 17' x 30' Room Addition close than allowed in an R-4 Zone (One Family Residential District) Commonly known as 1708 Center Street.

Open Public Hearing: 5:03PM

Randy Nelms was present and stated his request will basically be an In-Law quarter (Sitting Room, Kitchenette, Bathroom and Bedroom), then remained available for further questions.

Close Public Hearing: 5:08PM

The Commission questioned the actual location of the addition and correspondence. They looked at the overall neighborhood layout.

MOTION by Bob Barra seconded by Mary Lanane to approve the variance request. On roll call vote, (3) three present voted AYE. (1) present, David Moehring, ABSTAINED. MOTION APPROVED.

MOTION by Bob Barra seconded by Mary Lanane to adjourn the meeting. On roll call vote, all present voted AYE. MOTION APPROVED.

Meeting Adjourned at 5:10pm

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Pekin Planning Commission Minutes

November 12, 2008

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

Chairman Ron Knautz led the Pledge of Allegiance.

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

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

Chairman Ron Knautz asked for approval of the Agenda with a correction to the numbering of the Applications and Hearings to reflect ascending order.

MOTION by Steve Huey, Seconded by Bill Craig to Approve the Agenda as corrected. On roll call vote, All present voted AYE. MOTION APPROVED.

Chairman Ron Knautz asked for approval of the August minutes.

MOTION by Chad Schmidgall, Seconded by Don Hild to Approve the Minutes as presented for August Meeting. On roll call vote, All present voted AYE. MOTION APPROVED.

City Council Action Report:

August 25, 2008 Council Meeting:

Received and Filed the August 13, 2008 minutes and Hearing #08-1767: The Conceptual Layout of Winston Farms Subdivision.

PPC Correspondence: Resignation Letter from Angel Gibson.

Chairman Ron Knautz introduced and welcomed Scott Plotner to the Commission.

Application #1: William & Vicki Landrith, Owner

Hearing #1 (08-1768): Rezoning of Property Located off of Route 98 from AG (Agricultural District) to I-1 (Light Industrial District) with Property ID #04-04-24-300-023 and Legal Description as given in Exhibit "A" in Tazewell County, Illinois.

Open Public Hearing: 6:37pm

William Landrith, 1560 Edgewater, presented his case and remained for any questions.

Close Public Hearing: 6:40pm

Bill Craig inquired about the Flood Plain status in this area.

Ron Sieh stated Storage Units would not fall under the same stipulations as other structures in the code.

Site Plan Review Committee: Don Hild, Chairman
Rezoning Review Committee: Michele Long, Chairman

Site Plan Review Chairman, Don Hild stated there was no subcommittee meeting and turned the discussion over to the Commission.

Steve Huey stated that since this property is located next to the sewage plant the only option is for it to be an I-1 zone.

Chairman, Ron Knautz turned the discussion of the Rezoning over to the Commission due to the absence of Committee Chairman, Michele Long.

MOTION by Steve Huey, seconded by Scott Plotner to approve the Rezoning of the property located off of Route 98 from AG (Agricultural District) to I-1 (Light Industrial District) to the Pekin City Council. On roll call vote, all present voted AYE. MOTION PASSED.

Application #2: Larry Paustian

Hearing #2 (08-1769 & 08-1770): Special Use for a Drive-Thru for a Restaurant with Property ID #11-11-07-400-031 and Legal Description as Pekin Plaza Ext 3 NWLY 69.43' (Even Width) of Lot 16 SE ¼, commonly known as 3610 Kelly Avenue in Tazewell County, Illinois.

Open Public Hearing: 6:45pm

Larry Paustian, presented the Commission with a larger scale site plan. He explained the changes and different aspects of the Site Plan.

Close Public Hearing: 6:50pm

Site Plan Review Committee: Don Hild, Chairman
Rezoning Review Committee: Michele Long, Chairman

Site Plan Review Committee, Chairman Don Hild stated there was no subcommittee meeting and made his recommendation through a motion to approve.

MOTION by Don Hild, seconded by Bill Craig to approve the Site Plan for the Special Use for a Restaurant Drive-Thru at 3610 Kelly Avenue to the Pekin City Council. On roll call vote, all present voted AYE. MOTION PASSED.

Chairman, Ron Knautz turned the discussion of the Special Use over to the Commission due to the absence of Committee Chairman, Michele Long.

MOTION by Bill Craig, seconded by Steve Huey to approve the Special Use for a Restaurant Drive-Thru at 3610 Kelly Avenue to the Pekin City Council. On roll call vote, all present voted AYE. MOTION PASSED.

Application #3: City of Pekin

Hearing #3 (08-1771): Amendment of the Code for Signs in a PUD Zone.
Title 9 Chapter 8A Section 10-K-9

Open Public Hearing: 6:52pm

Ron Sieh explained what was needed to allow less restriction in the PUD Zone for signs. This will allow Businesses to display much needed signs for Public Information and Direction.

Close Public Hearing: 7:08pm

Sign Ordinance Review Committee: Chad Schmidgall, Chairman

Chairman, Chad Schmidgall asked for clarification as to who would have oversight of the sign erections.

After discussion between Staff and Commission members the clarification was satisfied that the City would have final approval.

MOTION by Chad Schmidgall, seconded by Jim Bradshaw to approve the amendment to the Sign Code Title 9 Chapter 8A Section 10-K-9 by removing the words "and/or private covenants, whichever is the most restrictive" to the Pekin City Council. On roll call vote, all present voted AYE. MOTION PASSED.

MOTION by Chad Schmidgall, seconded by Bill Craig to approve the amendment to the Sign Code Title 9 Chapter 10 Section 8-G-5 & 6 by adding "5) Non-accessory signs are permitted in the P.U.D. by Special-Use Only" & "6) Billboards are allowed in the Industrial Zones with a Site Plan Approved by Staff" to the Pekin City Council. On roll call vote, all present voted AYE. MOTION PASSED.

MOTION by Bill Craig, seconded by Chad Schmidgall to adjourn the meeting. On roll call vote, all present voted AYE. MOTION PASSED.

Meeting adjourned at 7:26pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
November 12, 2008

HEARING #08-1768

The Pekin Planning Commission recommends to Approve the Re-zoning of property located off of Route 98 from AG (Agricultural District) to I-1(Light Industrial District) to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Pekin Planning Commission
November 12, 2008

HEARING #07-1769

The Pekin Planning Commission recommends to Approve the Site Plan for the Special Use for a Drive-Thru for a Restaurant commonly known as 3610 Kelly Avenue to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Pekin Planning Commission
November 12, 2008

HEARING #08-1770

The Pekin Planning Commission recommends to Approve the Special Use for a Drive-Thru for a Restaurant commonly known as 3610 Kelly Avenue to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

McMillan, Sue

From: Lauss, Charles
Sent: Saturday, November 15, 2008 3:39 PM
To: Kief, Denny
Cc: Pollock, Pat; McMillan, Sue
Subject: Retirement watches

Denny,

Can we put on the November 24, 2008 Council Agenda, the presentation of retirement watches to Assistant Chief Donald Faux - 33 years 6 months and Assistant Chief Vaughn Bottomley 31 years 10 months. Vaughn's retirement will not be until the 28th, but Don's is the 16th.

Thanks,
Chuck

*Charles E. Lauss
Fire Chief
City of Pekin
3232 Court St.
Pekin, IL 61554
Phone: 309.477.2388
Fax: 309.346.8792
Email: clauss@ci.pekin.il.us*

*Charles E. Lauss
Fire Chief
City of Pekin
3232 Court St.
Pekin, IL 61554
Phone: 309.477.2388
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Email: clauss@ci.pekin.il.us*

**CITY of PEKIN,
TAZEWELL and PEORIA COUNTIES,
STATE of ILLINOIS**

Notice of proposed Property Tax increase for City of Pekin, Tazewell and Peoria Counties, Illinois.

- I. A public hearing to approve a proposed property tax levy for City of Pekin, Tazewell and Peoria Counties, Illinois, for 2008 will be held on November 24, 2008, at 5:30 PM in the Council Chambers, City Hall, 111 South Capitol Street, Pekin, Illinois.
Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Sue E. McMillan, City Clerk, 111 South Capitol Street, Pekin, Illinois, Telephone Number (309) 477-2300.
- II. The corporate and special purpose property taxes extended or abated for 2007 were \$5,363,244.
The proposed corporate and special purpose property taxes to be levied for 2008 are \$5,837,452. This represents a 8.8418 percentage increase over the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2007 were \$-0-.
The estimated property taxes to be levied for debt service and public building commission leases for 2008 are \$-0-. This represents a -0- percentage increase or decrease over the previous year.
- V. The total property taxes extended for 2007 were \$5,363,244.
The estimated total property taxes to be levied for 2008 are \$5,837,452. This represents a 8.8418 percentage increase over the previous year.

Sue E. McMillan,
City Clerk



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: City of Pekin 2008 Levy

AGENDA DATE REQUESTED: December 8, 2008

ACTION REQUESTED: Approval of Establishing the 2008 Levy

BACKGROUND: The City of Pekin derives approximately 13% of its total Revenue from Real Property Tax receipts. The City's tax rate is set by the annual Levy that needs to occur by the end of the calendar year. The proposed Levy would be set in December of 2008 and would establish the City's property tax rate for those taxes received in 2009. That revenue stream is what is utilized in the City's FY 2010 (5/1/09 – 4/30/10) Budget.

The Levied amount (\$5,837,452 proposed) becomes the fixed number. The respective rates are based on the EAV. If the final EAV comes in higher than anticipated, the rate declines. Conversely if the EAV is lower than estimated, the rate increases.

The Police and Fire Pension amounts are established from Actuaries conducted on those funds and have been endorsed by those respective Pension Boards. The Library's amount has been requested by the Library Board. The remainder goes in the General Fund (to fund a portion of Police and Fire Operations)

FINANCIAL IMPACT: \$5,837,452 to the City's Revenue stream

NEIGHBORHOOD CONCERNS: Tax rate would be exactly the same as last year, but if there were a 3% increase in a homeowners EAV (for example a \$150,000 home) would result in a tax increase of approximately \$14.54 on next years property tax bill for that particular home.

IMPACT IF APPROVED: Levy would be set and final tax rate would be based on City's EAV at the time when the County sends out the property tax bills.

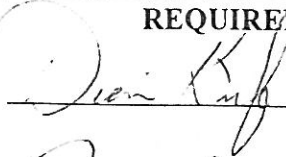
IMPACT IF DENIED: City's FY 2009 budget would start with a \$5,837,452 deficit unless a different amount were set

ALTERNATIVES: Other revenue sources such as increase in locally controlled taxes or user fees or enactment of new tax or user fee

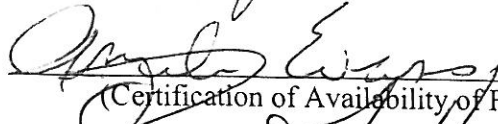
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme

REQUIRED SIGNATURES

Department Director

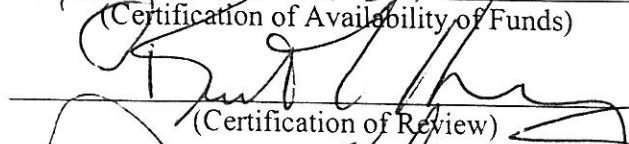


Finance Department



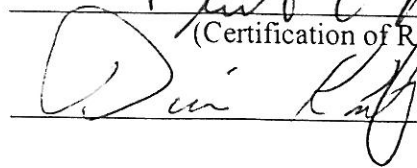
(Certification of Availability of Funds)

Corporation Counsel



(Certification of Review)

City Manager



ORDINANCE NO.2573
AN ORDINANCE MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES
IN THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS,
FOR THE FISCAL YEAR FROM MAY 1, 2008 TO APRIL 30, 2009
AND KNOWN AS THE ANNUAL LEVY ORDINANCE.

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

SECTION I. That there be levied upon all taxable property within the corporate limits of the City of Pekin, the same being subject to taxation, and equalization for the State and County purposes for the current year A.D. 2008, the sum of \$5,837,452 pursuant to the Budget Resolution 28-07/08 passed heretofore as follows (the following summary, Exhibit A attached hereto and incorporated by reference, contains the detailed levy for each affected department and fund):

BUDGET SUMMARY BY FUND

FUND NAME	AMOUNT BUDGETED	AMOUNT LEVIED
GENERAL FUND	\$17,905,290	\$1,854,166
SOLID WASTE FUND	2,000,868	
SEWAGE DISPOSAL FUND	4,565,326	
MOTOR FUEL TAX	1,802,000	
STORM SEWER	847,608	
HUD #2: METRO DEVELOPMENT FUND	648,181	
TIF #1: CENTRAL BUSINESS DISTRICT FUND	705,806	
CAPITAL PROJECTS	3,101,000	
MUNICIPAL BUS FUND	190,911	
SCHOOL BUS FUND	1,176,439	
AIRPORT FUND	83,230	
ECONOMIC DEVELOPMENT	148,000	
INSURANCE FUND	3,742,904	
VEHICLE MAINTENANCE	1,343,148	
MUNICIPAL LIBRARY FUND	1,263,150	1,059,520
POLICE PENSION	1,746,853	1,116,695
FIRE PENSION	2,197,700	1,807,071
 TOTAL EXPENDITURES	 \$43,468,414	 \$ 5,837,452

SECTION II. This Levy Ordinance is adopted pursuant to procedures and authority set forth in the Illinois Municipal Code and Article VII, Section 6 of the Constitution of the State of Illinois; it is hereby provided that any limitations in the Illinois Municipal Code in conflict with this Ordinance shall not apply to this Ordinance as per the provisions of Section 6 of Article VII of the Constitution of the State of Illinois.

SECTION III. The Clerk of the City of Pekin is hereby directed and ordered to file a certified copy of this Ordinance with the County Clerk of Tazewell and Peoria Counties, Illinois, on or before December 30, 2008.

SECTION IV. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED in due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 8th day of December, 2008; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

PRESENT:

APPROVED this 8th day of December, 2008.

James E. Jones, Mayor Pro Tem

ATTEST:

Sue E. McMillan, City Clerk

CITY of PEKIN, ILLINOIS

	2007	Actual	2008	Proposed
	Levy	Rate	Levy	Rate
Library	\$ 974,054	\$0.2365	\$1,059,520	\$0.2363
Police Protection	1,045,597	0.2539	1,011,136	0.2257
Fire Protection	1,045,597	0.2539	1,011,135	0.2256
Police Pension	840,749	0.2041	1,028,104	0.2294
Fire Pension	1,457,247	0.3811	1,727,557	0.3854
CITY of PEKIN	\$5,363,244	\$1.3024	\$5,837,452	\$1.3024
% Inc / (Dec)			8.8418%	0%
Equalized Assessed Valuation	\$411,796,960		\$448,207,294	



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Site Plan and Special-use for drive-up window at the Former Kelly Ave. Bar and Grill

AGENDA DATE REQUESTED: November 24, 2008

ACTION REQUESTED: Recommendation to approve site plan and special-use for drive-up window.

BACKGROUND: The former Kelly Ave. Bar and Grill recently sold to Avanti's and the new owner is requesting a drive-up window for pick-up orders only. The parking area to the east of the building will be utilized for employee parking and has been redesigned to accommodate a drive-up window so that it is not interfering with regular customers accessing the dining area. The existing parking area has been redesigned to accommodate 41 regular parking spots and 2 ADA parking spots without compromising the required landscaping areas.

FINANCIAL IMPACT: Steady or a possible increase in sales tax revenue.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The existing building will not be sitting empty waiting for a new tenant.

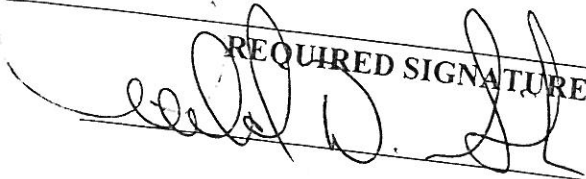
IMPACT IF DENIED: None

ALTERNATIVES: None.

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

Department Director

REQUIRED SIGNATURES



11/18/08
Date

Finance Department

NA
(Certification of Availability of Funds)

Date

Corporation Counsel


(Certification of Review)

11/19/08
Date

City Manager



11/19/08
Date

SITE PLAN CHECKLIST
For Special Use Request

Name Avanti's

Address 3610 Kelly Ave.

Phone # 694-3947

Contact Person (if Other than Requestor) Larry Paustian (Architect)

Required Information - Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	ok			N/A
2.	Local Cross Streets	ok		OK	OK
3.	Lot Layout, Dimension and Setbacks	ok		OK	OK
4.	Public Access	ok		OK	OK
5.	Easements	ok		OK	N/A
6.	Sanitary Sewer Locations, Size	exist		N/A	N/A
7.	IEPA Sanitary Sewer Permit	"		N/A	N/A
8.	Storm Sewer Location and Size	"		N/A	N/A
9.	Proper Zoning (Current) <u>B-3</u> 131 spaces	ok		OK	N/A
10.	Parking Spaces and Surface <u>131 spaces</u>	ok		OK	N/A
11.	Sidewalks	exist		OK	N/A
12.	Landscaping	exist		OK	N/A
13.	ADA Compliance	exist		OK	N/A
14.	Driveway Openings (curb cuts)	ok exist		OK	OK
15.	TIF Area	N/A		N/A	N/A
16.	Signage Exterior <u>need elevation</u>	ok		location OK	N/A
17.	Lighting Exterior	ok		OK	OK
18.	Floor Plan Shown and Dimensions	ok		OK	N/A
19.	Screening or Fencing - Barbed Wire or Electric	ok		OK	OK
20.	Loading and Unloading Areas Shown and Dimensions	ok		OK	N/A
21.	Fire Hydrant Location	exist		OK	OK
22.					
23.					
24.					

Public Works Comments: *pear looks good. Drive thru ok.*

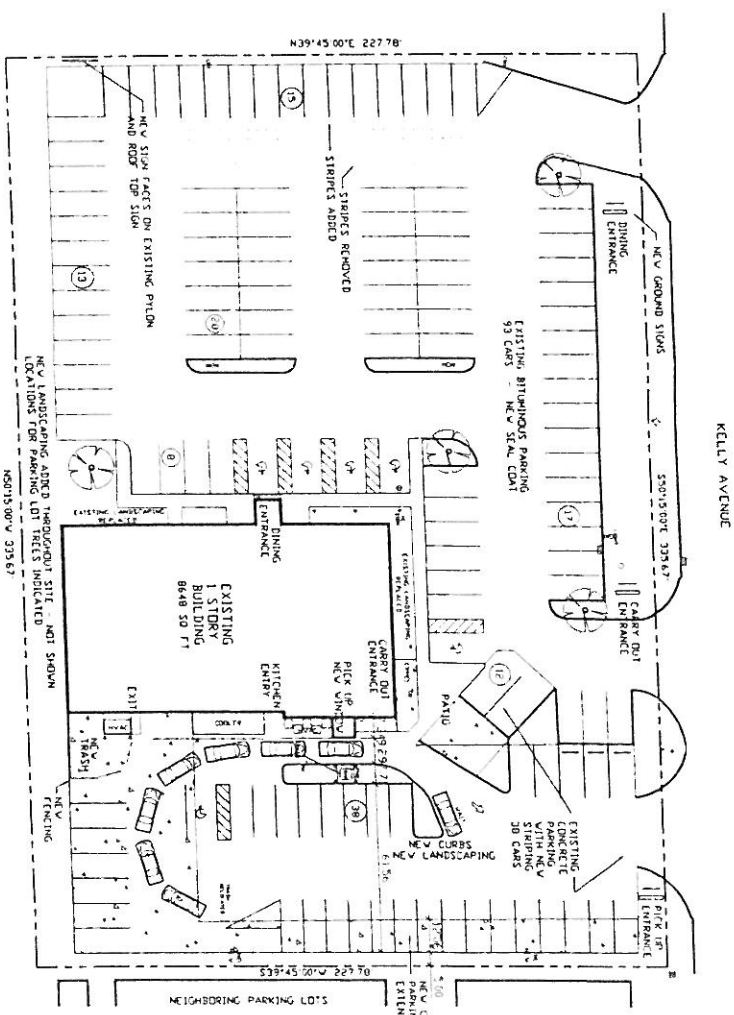
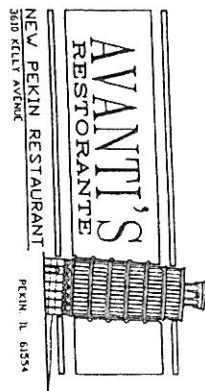
City Engineer Comments:

Code Enforcement Comments:

*Existing building with additional parking
and pick-up window*

Fire Chief Comments:

Other Comments:



NOTE: PICK UP WINDOW
SERVES PHONE CARRY
OUT SERVICE ON SITE
DECKERS

IL ROUTE 9 - COURT STREET



TRUE NORTH
SCALE 1" = 20' - 0"
DATE: 11-11-07
DRAWN BY: J. R. PAUSTIAN
CHECKED BY: J. R. PAUSTIAN
DATE: 11-11-07

AVANTI'S RESTORANTE
RENOVATED FACILITY
3610 KELLY AVENUE
PEKIN, ILLINOIS 61554
PHONE 309-698-8971

LARRY R. PAUSTIAN
ARCHITECTS, P.C.
144 OAKMILL DRIVE EAST PEORIA, IL 61611
309-694-7947

REVISIONS	DATE	BY	DESCRIPTION
1	11-11-07	JRP	INITIAL DESIGN
2	11-11-07	JRP	REVISED DESIGN
3	11-11-07	JRP	FINAL DESIGN
4	11-11-07	JRP	CONSTRUCTION SET



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Re-Zoning of property from AG (agricultural) district to I-1 (light industrial) district

AGENDA DATE REQUESTED: November 24, 2008

ACTION REQUESTED: Recommendation to approve re-zoning of property on U.S. Route 98

BACKGROUND: The property is located adjacent to the north side sewer treatment plant and is partially in the flood plain. Residential development is almost impossible but an extension to an already existing industrial park seems to be the best fit.

FINANCIAL IMPACT: Property tax revenue will increase once developed.

NEIGHBORHOOD CONCERNS: None, fits the surrounding area to the north and west.

IMPACT IF APPROVED: Possibility of development on a property that may otherwise stay undeveloped.

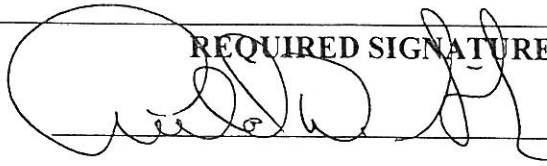
IMPACT IF DENIED: None

ALTERNATIVES: Leave as farmland.

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

REQUIRED SIGNATURES

Department Director



11/18/08
Date

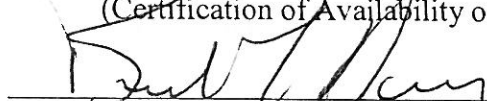
Finance Department

NA

(Certification of Availability of Funds)

Date

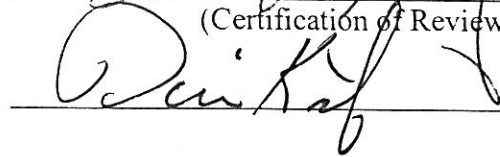
Corporation Counsel



(Certification of Review)

11/19/08
Date

City Manager



11/19/08
Date

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY

WHEREAS, WILLIAM & VICKIE LANDRITH, is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of AG (Agricultural District) to I-1 (Light Industrial District) ; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on October 29, 2008, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on November 12, 2008, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as I-1 (Light Industrial District):

A part of the West Half of the Southwest Quarter of Section 24, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 24; thence South 89 degrees 59' 44" East along the North line of the Southwest Quarter of said Section 24, a distance of 610.41 feet; thence South 02 degrees 05' 34" East, a distance of 35.17 feet to a point on the southerly right of way line of Illinois Route 98; thence continuing South 02 degrees 05' 34" East, a distance of 180.37 feet to the point of beginning of the tract to be described; thence

continuing South 02 degrees 05' 34" East, a distance of 480.96 feet; thence North 89 degrees 23' 43" East, a distance of 708.23 feet to the East line of the West Half of the Southwest Quarter of said Section 24; thence North 01 degrees 05' 36" West along the East line of the West half of the Southwest Quarter of said Section 24, a distance of 211.32 feet to the Southwesterly line of lot "C" of a plat recorded in Plat Book "R" Page 88 as document no. 333729 on October 9, 1956; thence North 44 degrees 43' 08" West along the Southwesterly Line of said Lot "C" and the southwesterly Line of Lot "B" of said Plat, a distance of 145.50 feet; thence North 31 degrees 29' 09" West along the Southwesterly Line of said Lot "B" and the Southwesterly Line of Lot "A" of said Plat, a distance of 120.79 feet; thence North 33 degrees 15' 11" West along the Southwesterly Line of said Lot "A" and the Southwesterly Line of said Lot "A" extended, a distance of 279.50 feet to the Southerly right of way line of said Illinois Route 98; thence South 89 degrees 25' 53" West along the Southerly right of way line of said Illinois Route 98, a distance of 174.30 feet; thence South 89 degrees 25' 53" West, a distance of 250.09 feet to the point of beginning, containing 8.030 acre, more or less, situated in the County of Tazewell and State of Illinois.

Tax I.D. No: 04-04-24-300-023

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

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

AYES:

NAYS:

ABSENT:

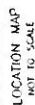
ABSTAINING:

APPROVED this _____ day of _____, 2008.

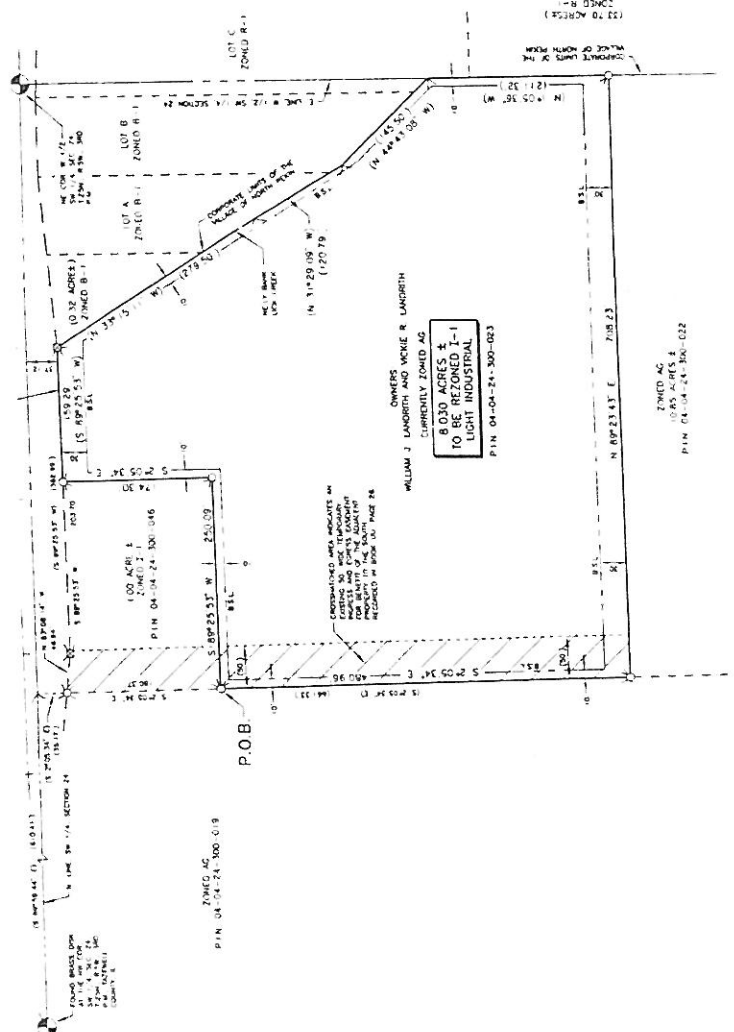
MAYOR

ATTEST:

CITY CLERK



LEGAL DESCRIPTION
8.030 ACRES ±

[illegible]

SITE DATA:

1. AREA OF THIS SITE IS 8.030 ACRE ±
2. THIS SITE IS PRESENTLY ZONED AGRICULTURAL TO BE REZONED I-1.
3. BUILDING SETBACKS I-1 ZONING
FRONT = 30 FEET
SIDE = 10 FEET
REAR = 30 FEET



class
21

0.001	1	1
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REZON

LEGEND

- | | |
|-----------------------------|---------|
| BOUNDARY LINE OF PROPERTY | ✓ |
| SURVEY PILE FOUND | □ |
| FOUND RIGHT-OF-WAY MONUMENT | 661.33) |
| INFORMATION OF RECORD | P.O.B. |
| POINT OF BEGINNING | H.S.L. |
| BUILDING SETBACK LINE | |

1151



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Adopt new 2008 N.E.C. and changes to City Electrical Code Sec. 7-10-6-1(F) to allow Aluminum conductors for service entrance only.

AGENDA DATE REQUESTED: November 24, 2008

ACTION REQUESTED: Recommendation to approve adoption of the new 2008 N.E.C and changes to the City Electrical Code

BACKGROUND: The City has adopted the new electrical code every 3 years to keep up with the changing technology and current trends. The City and National Codes should mirror each other to avoid any discrepancies or interpretations.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: Making electrical components and installation safer, also keeping up on current technology.

IMPACT IF APPROVED: Improved life/safety

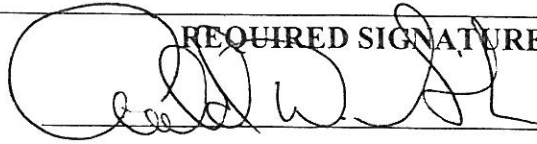
IMPACT IF DENIED: Not keeping up with the current technology and trends

ALTERNATIVES: None.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Safe Community, High Quality of Life

REQUIRED SIGNATURES

Department Director



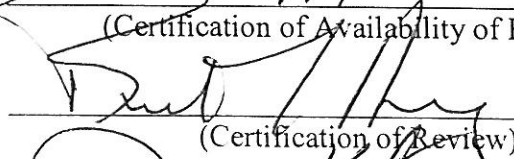
11/10/2008
Date

Finance Department

NA
(Certification of Availability of Funds)

Date

Corporation Counsel


(Certification of Review)

11/19/08
Date

City Manager



11/15/08
Date

Electrical Commission Meeting
Minutes
11/06/2008

Present at meeting Mr. Gene Lindholm, Mr. Ed Ghelardini, Mr. Mike Fisher and Mr. Mark Reeder.

The commission interviewed Mr. Rayme Armstrong about his application for an Electrical Contractors license from the City of Pekin. After the interview the Commission felt that Mr. Armstrong needed more formal electrical training. Mr. Reeder will contact Mr. Armstrong with these results.

The Commission also discussed the adoption of the 2008 N.E.C. by the City of Pekin. Mr. Reeder informed the commission that most of the communities in the area are adopting the 2008 N.E.C. at this time. The commission feels the code should be adopted and enforced on January 1, 2009. Mr. Reeder will inform the the city of this requested change.

Mr. Reeder also requested a change of the City Code to allow aluminum conductors for service entrance only. Currently the city code does not allow aluminum conductors inside of a structure. With the change the use of aluminum would be allowed for service entrance only. The commission decided this change would be acceptable. Mr. Reeder will inform the city of this request for a change.

ORDINANCE NO. 2574-08/09

AN ORDINANCE AMENDING TITLE 7, CHAPTER 1 ARTICLE D.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING ELECTRICAL CODE

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 City Council has determined that it is in the best interests of the City to amend the City Code regarding the City's Electrical Code.

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

1. That Title 7, Chapter 1D, Section 2 be amended by deleting the existing Section 2 in its entirety as follows:

7-1D-2: **CODE ADOPTED; AFFIRMED:** The 2005 Edition of the National Electrical Code (NFPA-70), **adopted by Ordinance No. 2505 of November 27, 2006**, is hereby affirmed by the City. One (1) copy of this Article published in book or pamphlet form and one (1) copy of the 2005 Edition of the National Electrical Code (NFPA-70) have been placed on file in the office of the City Clerk.

2. That Title 7, Chapter 1D, Section 2 be amended by substituting the following language:

7-1D-2: **CODE ADOPTED; AFFIRMED:** The 2008 Edition of the National Electrical Code (NFPA-70), **adopted by Ordinance No. 2574-08/09 on November 24, 2008**, is hereby affirmed by the City. One (1) copy of this Article published in book or pamphlet form and one (1) copy of the 2008 Edition of the National Electrical Code (NFPA-70) have been placed on file in the office of the City Clerk.

3. That Title 7, Chapter 1D, Section 6 Subsection 1.F. be amended by deleting the existing 1.F in its entirety as follows:

F. The use of aluminum conductors wiring is prohibited.

4. That Title 7, Chapter 1D, Section 6 Subsection 1.F. be amended by substituting the follows:

F. The use of aluminum conductors wiring is prohibited except for service entrance.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 24th day of November, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK

CHAPTER 1

BUILDING CODES

ARTICLE D. ELECTRICAL CODE

SECTION:

- 7-1D- 1: Purpose; Authority; Compliance with Provisions
- 7-1D- 2: Code Adopted; Affirmed
- 7-1D- 3: Electrical Inspector
- 7-1D- 4: Electrical Permits
- 7-1D- 5: Plans Submitted
- 7-1D- 6: Electrical Requirements
- 7-1D- 6-1: General Requirements
- 7-1D- 6-2: Existing Dwelling and Accessory Structures
- 7-1D- 6-3: Electrical Signs
- 7-1D- 6-4: Temporary or Construction Service
- 7-1D- 7: Inspections and Certificates of Approval
- 7-1D- 8: Fee Schedule
- 7-1D- 9: Authority to do Work
- 7-1D-10: Electrical Contractors
- 7-1D-10-1: Definition
- 7-1D-10-2: License Required; Application to Residents and Nonresidents
- 7-1D-10-3: Application for License; Fee
- 7-1D-10-4: Insurance and Bond
- 7-1D-10-5: Examination
- 7-1D-10-6: Issuance of Certificate; Expiration; Renewals; Non-transferability
- 7-1D-10-7: Suspension or Revocation of Certificate
- 7-1D-10-8: Unlawful Work by Contractor
- 7-1D-11: Non-liability of City
- 7-1D-12: Penalties

(Ord. No. 2368 03/08/04) (Ord. No. 2505
11/27/06) (Ord. No. 2574 11/24/08)

7-1D-1: PURPOSE; AUTHORITY; COMPLIANCE WITH PROVISIONS: This Electrical Code is deemed necessary for the protection of health, life and property of the citizens of the City, and is adopted pursuant to the authority of the Illinois Municipal Code (65 ILCS) and Section 6 of Article VII of the Constitution of the State of Illinois, and any conflict between the Illinois Municipal Code and Section 6 of Article VII of the Constitution of the State shall be controlled by the provision of said Section 6 of Article VII of the Constitution of the State of Illinois. Except as otherwise provided, all electrical installations shall be in conformity with the provisions of this Article. Where no specific standards are prescribed by this Article, conformity is required with and pursuant to the latest issue of the International Building Code (See Article A of this Chapter) and the latest issue of the National Electrical Code (NFPA-70) as adopted by the City.

7-1D-2: CODE ADOPTED; AFFIRMED: The 2008 Edition of the National Electrical Code (NFPA-70), adopted by Ordinance No. 2574-08/09 on November 24, 2008, is hereby affirmed by the City. One (1) copy of this Article published in book or pamphlet form and one (1) copy of the 2005 Edition of the National Electrical Code (NFPA-70) have been placed on file in the office of the City Clerk.

7-1D-3: ELECTRICAL INSPECTOR: The duty of enforcing the provisions of the rules and regulations relating to the installation, alteration and use of electrical equipment as herein provided for shall be under the immediate supervision and control of the Electrical Inspector.

7-1D-4: ELECTRICAL PERMITS:

- A. Permit Required: Permits shall be taken out for both installation of new electrical service or equipment and repairs to or replacement of existing electrical system. Permits must be obtained before work is started, and said permits required under this Electrical Code shall be issued by the Inspection Department.
- B. Conditions for Permit Issuance:
 - 1. Any permit required by this Code may be issued to a person not so registered to do any work regulated by this Code; provided, that the applicant is the bona fide owner/occupant of the dwelling structure or accessory building in which the work is to be performed, and that he shall personally be responsible for all work performed in connection therewith, and that all material, workmanship and methods of installation or repair shall meet the requirements of this Electrical Code.
 - 2. Permits shall only be issued when in compliance with Sections 7-1D-1, 7-1D-2 and 7-1D-4 through 7-1D-7 of this Article.
- C. Stop Work Order: The Electrical Inspector is hereby authorized to stop any electrical work in the absence of a permit having been issued to perform such work (See also subsection 1-7E-1-4C of this Code).

7-1D-5: PLANS SUBMITTED: Plans must be submitted to the Electrical Inspector by architects, engineers, contractors or owners and approval of Code conformity obtained from the Inspection Department before work is started for electrical work to be done in all new commercial, institutional and industrial buildings and remodeling of same, except residences undergoing remodeling.

7-1D-6: ELECTRICAL REQUIREMENTS:

7-1D-6-1: GENERAL REQUIREMENTS:

- A. All ground wires shall be copper conductors, and service entrance grounding shall comply with electric utility standards.
- B. #12 AWG copper shall be the minimum wire size.
- C. Nonmetallic (N.M.) wiring shall be #12 AWG copper with ground wire.
- D. On all buildings with two (2) or more services, service entrance disconnects shall be installed on the outside of the building and shall be of the locking-in, open-position type and properly labeled to indicate the area served.
- E. The minimum service installed shall not be smaller than 100 ampere with a minimum of eight (8) circuits (except where permitted by the Electrical Inspector).
- F. The use of aluminum conductor wiring is prohibited except for service entrance. (Ord. No. 2574-08/09 11-24-08)
- G. Renewable type fuses are prohibited.
- H. Installing contractors are required to affix a permanent label to the service panel stating their name, address and phone number and the completion date of the job. Failure to do so will result in the disapproval of the installation.

7-1D-6-2: EXISTING DWELLINGS AND ACCESSORY STRUCTURES:

- A. Minimum Requirements: The rewiring of existing dwellings and accessory structures shall not be approved unless such dwellings and accessory structures shall meet the following minimum requirements:
 - 1. One light controlled by a wall switch at each entry door of each habitable room.
 - 2. Two (2) duplex convenience outlets in each habitable room except unfinished basements and bath.
 - 3. A third duplex convenience outlet controlled by a wall switch at entry door may be installed in lieu of a ceiling fixture except in baths and kitchens.

4. A wall or ceiling light with a self-contained switch within three feet (3') of entry door will not require a wall switch except in a kitchen and in a stairwell.
5. Open wiring, known as knob and tube, where exposed in basements and accessory structures shall be removed except for eighteen inches (18") between junction box and partition.
6. All convenience outlets in unfinished basements and utility areas shall be grounded.
7. Existing services smaller than 100-ampere, 120/240-volt, single-phase shall be replaced.
8. Electric smoke detectors shall be installed in each guestroom, suite or sleeping area in residential, group home occupancies and all multi-family dwellings. Each level shall have a detector that is on the same circuit.

Nothing within this subsection shall be construed as to limit the requirements of this Article; except, that the Electrical Inspector may determine that the above listed requirements are the minimum necessary to provide for a safe structure with regard to the structure's electrical installation.

- B. Variances: Any party who must meet the requirements of subsection A of this Section may appeal to the Electrical Commission (See Title 2, Chapter 9 of this Code) for a variance from the provisions of said subsection A or for additional time in which to comply with subsection A. The Electrical Commission may grant such a variance or such additional time upon the presentation of evidence by the party of substantial economic hardship in cases where property and the health and safety of persons are not endangered by physical injury or damage. A variance may also be granted with regard to subsection A2 of this Section of the petitioner submits sufficient evidence to the Commission that the property owner is not using sufficient electrical appliances so as to require additional convenience outlets where property and the health and safety of persons are not endangered by physical injury or damage. However, no variance may be granted or additional time allowed beyond the time period for which the party requesting the variance is using the structure in question. The Electrical Commission may delegate the power to grant variances to the Electrical Inspector.

7-1D-6-3: ELECTRICAL SIGNS: Signs and border lights shall be wired with No. 12 wire, and a maximum of 2,000 watts per circuit will be permitted. Sign and festoon lighting shall originate from such points on the wiring system which will provide proper over-current protection. An externally operated switch capable of being locked in the open position shall control all outdoor electric signs. Transformers used outdoors shall be of the weatherproof type or shall be enclosed in the sign body or in a separate metal box. The wires on all outdoor signs and billboards shall be encased in conduit.

7-1D-6-4: TEMPORARY OR CONSTRUCTION SERVICE: Where a temporary connection for light or power for building purposes must be made to a pole or timber, such pole or timber must be seasoned cedar, pine or fir of the following dimensions:

Pole circumference at ground line must not be less than twenty-one inches (21") nor less than fourteen inches (14") at top.

Timber - Four inches by six inches by sixteen feet (4" x 6" x 16')

The pole or timber must have standard wiring with a weatherproof protective device capable of being locked in an open position.

There shall be compliance with the approved specifications of the utility company.

7-1D-7: INSPECTIONS AND CERTIFICATES OF APPROVAL:

A. Inspections and Certificates Required:

1. Generally: Upon the completion of the installation or alteration of electrical equipment in any building, it shall be the duty of the person installing or altering the same to notify the Electrical Inspector who shall inspect the work within forty eight (48) hours after such notice is given (Saturdays, Sundays and holidays excepted), and if such electrical equipment is found to be in compliance with this Code and does not constitute a hazard to life and property, he shall issue to the servicing utility a certificate of inspection authorizing connection to the electrical service and the turning on of the current. All wires which are to be hidden from view shall be inspected before concealment, and any person installing such wires shall notify the Electrical Inspector, giving him forty eight (48) hours (Saturdays, Sundays and holidays excepted) in which to make the required inspection before such wires are concealed. Notice of final acceptance of the job shall be given within forty eight (48) hours (Saturdays, Sundays and holidays excepted) after the inspection by written certificate dated and signed by the Electrical Inspector.

2. New and Remodeled Buildings: Inspection and certificate of approval by the Inspection Department will be required on the wiring in all new buildings or in remodeled buildings before the same will be connected to the supply lines of the local electric utility.

3. Commercial Buildings: There shall also be an electrical inspection of all commercially used buildings prior to change of ownership or tenants. The owner shall be informed in writing by the Inspection Department as to the condition of the electrical wiring (safety, fire) and if found necessary to update the wiring in said building in accordance with the provision of this Code. A fee shall be charged as listed herein (See Section 7-1D-8 of this Article.).

4. Air Conditioning and Heating Units: All air conditioning units and heating units installed (window units not included) shall be inspected as to conformity of this Code and the latest issue of the National Electrical Code (NFPA-70) as adopted by the City Council (See Section 7-1D-2 of this Article.). The installer shall obtain a permit and call for an inspection. No heating or cooling units shall be operated until approval is given by the Inspection Department. There shall be a fee charged for such inspection according to the fees listed herein.

- B. Owner or Tenant Inspections: Dwelling owners or tenants shall have the right to call for an electrical inspection prior to change of dwellings and shall be given a report as to the condition of such electrical wiring, in writing, from the Inspection Department. A fee shall be charged as listed herein.
- C. Manufactured Homes: If manufactured homes are to be erected within the jurisdiction of this Code, the manufacturer or his agent shall furnish to the Electrical Inspector all requested information regarding the electrical installation such as inspection reports and approval from government agencies, Federal, State and local. All such electrical installations shall be in accordance with the standards set forth in this Code, and any additional cost for inspection of same shall be paid by the manufacturer or such other person seeking approval of same.
- D. Notice of Changes; Re-inspections: After inspection, the Inspection Department shall leave the owner or tenant a written notice of any changes or alterations as may be required, and such changes or alterations shall be made within thirty (30) days after receipt of such written notice unless, in the opinion of the Electrical Inspector, such changes should be made at once, and the Inspection Department shall re-inspect such changes as given in the written notice. A fee shall be charged for this service according to the fees listed herein.

- E. Semi-Annual Inspections: It shall be within the authority and jurisdiction of the Electrical Commission (See Title 2, Chapter 9 of this Code) to require a semi-annual inspection of wiring used in connection with lights, air conditioning, heat or power within the jurisdiction of this Code, except family dwellings.

7-1D-8: FEE SCHEDULE: The Electrical Inspector shall charge for electrical permits and fees the amounts provided in the following schedule:

A. Residential Fees:

Residential Electrical
Permit Fee:

Residential Inspection Fees:

Single-Family Dwellings	\$ 43.00
Up to 200-amp service	
Over 200 and up to 400 amp service	\$ 48.00
Each additional 100 amperage over 400 amp.	\$ 10.00

Apartment buildings, the same fees shall apply for the same size service.

Residential room additions without service change	\$23.00
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Pools and garages	\$ 26.00
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Temporary Service included in building fee.

Furnaces and air conditioners up to 4 tons,
under subsection 7-1D-7A4.

Air conditioners more than 4 tons, under subsection 7-1D-7A4.	\$ 18.00
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Semi-annual inspections, under under subsection 7-1D-7E.	\$ 25.00
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Dwelling owners' inspections, under subsection 7-1D-7B	\$120.00
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Temporary pole service (if permit is for temporary service only)	\$ 20.00
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Each re-inspection for noncompliance to the Building Code or premature inspection request: (Ord. No. 2508 11-27-06)

1st re-inspection or premature inspection request	Free
2nd re-inspection or premature inspection request	\$15.00
3rd re-inspection or premature inspection request	\$30.00
4th re-inspection or premature inspection request	\$50.00

All fees are to be paid before permit is issued. All fees for any classification hereinabove set forth shall be doubled if work is started without a permit unless prior arrangements have been made with the Building Department of the City.

B. Commercial Fees:

Commercial Electrical Permit Fee	\$ 10.00
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Commercial Inspection Fees:

Up to \$2,001.00	\$ 33.00
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Every additional \$1,000.00 or part thereof shall be	\$ 6.00 per \$1,000.00
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Semi-annual inspection under subsection 7-1D-7E	\$ 30.00
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Commercial inspection under subsection 7-1D-7A3	\$100.00
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Temporary pole service	\$ 18.00
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Wiring for Signs first \$1,000.00	\$16.00
\$1,001.00 to \$20,000.00	\$5.00 per thousand over \$1,000
over \$20,000.00	\$2.00 per thousand over \$20,000

Each re-inspection for noncompliance to the Building Code or premature inspection request:

1st re-inspection or premature inspection request	Free
2nd re-inspection or premature inspection request	\$15.00
3rd re-inspection or premature inspection request	\$30.00
4th re-inspection or premature inspection request	\$50.00

All fees are to be paid before permit is issued. All fees for any classification hereinabove set forth shall be doubled if work is started without a permit unless prior arrangements have been made with the Building Department of the City.

On all Commercial and industrial jobs, proof of job price shall be submitted after completion of job so that adjustments can be made in fee schedule (in case extra work was involved after issuance of initial permit).

7-1D-9: AUTHORITY TO DO WORK: All electrical work including, but not limited to, the installation or altering of electric equipment for the utilization of electricity supplied for light, air conditioning, heat or power in the City shall be done by a registered electrician with the exception of single-family residence dwellings which may be done by the owner/occupant thereof only.

7-1D-10: ELECTRICAL CONTRACTORS:

7-1D-10-1: DEFINITION: The term "electrical contractor", as used in this Section 7-1D-10, means any person engaged in the business of installing or altering, by contract, electrical equipment for the utilization of electricity supplied for light, heat or power. The term "electrical contractor" does not include employees employed by such contractor to do or supervise such work. Further, the definition of an "electrical contractor" shall not include installations of radio apparatus or equipment for wireless reception of sounds and signals and not including apparatus, conductors and other equipment installed for or by public utilities including common carriers which are under the jurisdiction of the Illinois Commerce Commission for the use in their operation as public utilities.

7-1D-10-2: LICENSE REQUIRED; APPLICATION TO RESIDENTS AND NONRESIDENTS: It shall be unlawful for any person to engage in the business of electrical contractor, as defined in Section 7-1D-10-1 above, without being registered as an electrical contractor with the City in the manner hereinafter set forth; provided, however, that if such person is already registered for the current year in any other city or village within the State of Illinois, such electrical contractor shall be licensed, but will pay a registration fee of \$100 for such year, in the City.

- A. An electrical contractor residing in the City shall maintain a City electrical contractor's license.
- B. The City shall recognize the license of any contractor residing in a municipality which has issuance authority of electrical contractor's registration so long as the standards under which such license was issued are, in the opinion of the Electrical Inspector, at least as stringent as the standards required for registration in the City. In cases where electrical contractors' registrations, they shall be required to have a City or other recognized contractor's registration.

1st re-inspection or premature inspection request	Free
2nd re-inspection or premature inspection request	\$15.00
3rd re-inspection or premature inspection request	\$30.00
4th re-inspection or premature inspection request	\$50.00

All fees are to be paid before permit is issued. All fees for any classification hereinabove set forth shall be doubled if work is started without a permit unless prior arrangements have been made with the Building Department of the City.

B. Commercial Fees:

Commercial Electrical Permit Fee	\$ 10.00
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Commercial Inspection Fees:

Up to \$2,001.00	\$ 33.00
------------------	----------

Every additional \$1,000.00 or part thereof shall be	\$ 6.00 per \$1,000.00
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Semi-annual inspection under subsection 7-1D-7E	\$ 30.00
---	----------

Commercial inspection under subsection 7-1D-7A3	\$100.00
---	----------

Temporary pole service	\$ 18.00
------------------------	----------

Wiring for Signs first \$1,000.00	\$16.00
\$1,001.00 to \$20,000.00	\$5.00 per thousand over \$1,000
over \$20,000.00	\$2.00 per thousand over \$20,000

Each re-inspection for noncompliance to the Building Code or premature inspection request:

1st re-inspection or premature inspection request	Free
2nd re-inspection or premature inspection request	\$15.00
3rd re-inspection or premature inspection request	\$30.00
4th re-inspection or premature inspection request	\$50.00

All fees are to be paid before permit is issued. All fees for any classification hereinabove set forth shall be doubled if work is started without a permit unless prior arrangements have been made with the Building Department of the City.

- C. In cases where any electrical contractor has applied for a City electrical contractor's registration, be he resident or otherwise, and has failed that examination as required by Section 7-1D-5 hereof, he shall not be granted the right to contract for electrical services in the City.
- D. For the purposes of this Section, a corporation shall be deemed to be a resident of that municipality wherein it maintains its principal place of business.

7-1D-10-3: APPLICATION FOR LICENSE; FEE: Any person desiring to engage in the business of electrical contracting shall fill out an application for registration to the Electrical Inspector in such form as shall be prescribed by the Electrical Commission. Upon the filing of such application in proper form and the payment of fifty dollars (\$50.00) non-refundable, the Electrical Inspector shall issue a receipt to the applicant. Such application shall be accompanied by a satisfactory affidavit that the applicant has at least six (6) years of practical experience installing, altering, or repairing electrical equipment and electrical components of which at least two (2) years have been in a supervisory position.

The Electrical Inspector, with the approval of the Electrical Commission, may accept an application which does not meet the stated requirements if the applicant can satisfy the Electrical Commission that he or she has obtained the knowledge and experience equivalent to the above-stated requirements through other means of education and/or training.

7-1D-10-4: INSURANCE AND BOND: There shall be deposited with the application for a certificate of registration proof of liability insurance coverage with policy limits of not less than one hundred thousand to three hundred thousand dollars (\$100,000.00/\$300,000.00), which said liability insurance policy shall be so endorsed as to indemnify and save harmless the City from the result of any acts of the registered contractor by virtue of the certificate of registration issued to said contractor by the City. (Ord. No. 2574-08/09 11-24-08)

7-1D-10-5: EXAMINATION:

- A. Examination Required: Before a certificate of registration required by this Code shall be issued to an applicant by the Electrical Commission of the City, the applicant shall, following reasonable advanced notice, present himself for examination as instructed by the Electrical Inspector at the time and place set by him. The Electrical Commission shall examine such applicant as to his practical knowledge of the installation and alteration of electrical equipment, as set forth in the rules and regulations of this Article and in the latest issue of the National Electrical Code (NFPA-70) as adopted by the City. Such examination shall be, administered by the International Code Council Testing Facility of the applicant's choice.

- B. Upon successfully passing the Exam the applicant shall pay the \$100 dollar license fee.
- C. Submission of Qualifications: Applicants shall submit their qualifications to the City Electrical Inspector at least two (2) weeks prior to the examination date.

7-1D-10-6: ISSUANCE OF CERTIFICATE; EXPIRATION; RENEWALS; NONTRANSFERABILITY: Any person who shall have filed proper application and later shall have passed satisfactory examination shall be entitled to receive a certificate of registration to do electrical wiring and engage in the business of electrical contracting in the City.

An electrical contractor license shall expire on the first day of January next following issuance, and a renewed certificate of registration shall be obtained before any further permits will be issued by the Electrical Inspector. Any person having secured an electrical contractor's license under the conditions set forth shall be granted a renewal of such certificate provided application is made on or before the expiration date of the current license to the Electrical Inspector by the holder of such certificate of registration and upon payment of one hundred dollars (\$100.00) with such renewal request. In the event an electrical contractor allows his license to expire, a one hundred dollar (\$100.00) penalty shall be imposed; provided, however, that if the certificate of registration has expired for a period in excess of one year, then the applicant shall not be allowed without first having complied with the provisions of Sections 7d.-10-3 and 7d.-10-5 of this Code.

A electrical contractor license issued by the Electrical Commission shall not be loaned, rented, assigned or transferred.

Electrical Contractors Examination will be applied to current years license, if issued. If not issued \$100.00 is non-refundable.

Electrical Contractors' Annual License \$100.00

7-1D-10-7: SUSPENSION OR REVOCATION OF LICENSE: Each and every electricity contractor license may, after hearing as provided in Section 2-9-6 of this City Code, be suspended or revoked by the City Council upon recommendation of the Electrical Commission upon failure or refusal of the electrical contractor to comply with the rules and requirements of the Electrical Inspector or upon the failure of any person to comply with any of the provisions set forth herein.

7-1D-10-8: UNLAWFUL WORK BY CONTRACTOR: No person granted a electricity contractor license under provisions of this Code shall install, repair or perform any wiring after the expiration of the electrical contractor license shall have been suspended or revoked by the City Council as provided herein.

7-1D-11: NONLIABILITY OF CITY: The inspection and control of electric wires, apparatus, poles, conduits, etc., or the granting of a license by the Electrical Inspector shall not make the City liable on account of such control or the granting of such certificates or lessen the liability of persons owning or installing such wires, apparatus, poles, conduits, etc., as would exist in the absence of such inspection, control or issuance of such licenses.

7-1D-12: PENALTIES: Any person violating any provision of this Code, the International Building Code or the National Electrical Code (NFPA-70) as adopted by the City (or any provision amending same as may hereafter be adopted) shall be, in addition to any other remedies stated herein, subject to a penalty as provided in Section 1-4-1 of this Code.



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: AMENEDMENT TO ZONING ORDINANCE

AGENDA DATE REQUESTED: November 24, 2008

ACTION REQUESTED: Recommendation to approve Amendments to Zoning Ordinance

BACKGROUND: There was a request by the City Manager along with Illinois Central College to amend the zoning code on signs allowed in the P.U.D.-Business Park. This change would allow signs to be located other than on the parcel that the building/ business is located on, also known as non-accessory signage. This change would allow directional signs adjacent to the highway for better exposure for the public by special use only. This change would also lessen the restrictive nature of the signage which is allowed in the P.U.D. and shadow the requirements of Chapter 10 of the zoning code exactly.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Better exposure of businesses in which are located in the Industrial Park or P.U.D. zone.

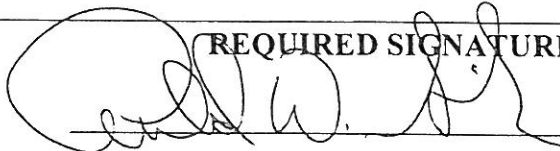
IMPACT IF DENIED: No exposure for businesses.

ALTERNATIVES: None.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Safe Community, High Quality of Life

REQUIRED SIGNATURES

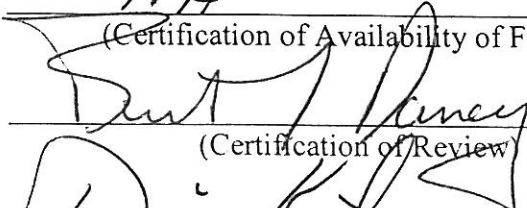
Department Director


Date 11/13/08

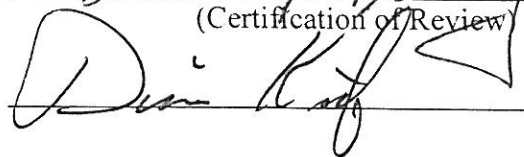
Finance Department

NA
(Certification of Availability of Funds) Date

Corporation Counsel


(Certification of Review) Date 11/19/08

City Manager


Date 11/19/08

ORDINANCE NO. 2575-08/09

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 10, SECTION 8 G.
AND TITLE 9, CHAPTER 8A, SECTION 10, SUBSECTION K. 9.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING ZONING CODE
SIGNS IN PUD (PLANNED UNIT DEVELOPMENT) AND
BILLBOARDS IN I (INDUSTRIAL)**

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 City Council has determined that it is in the best interests of the City to amend the City Code regarding non-accessory signs in the PUD and billboards in Industrial zones.

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

1. That Title 9, Chapter 10, Section 8 G. be amended by the addition of the following language:
 5. Non-accessory signs are permitted in the PUD by special-use only.
 6. Billboards are allowed in the Industrial zones with a site plan approved by staff.
2. That Title 9, Chapter 8A, Section 10 Subsection K. 9. be amended by deleting the words and/or private covenants, whichever is the most restrictive.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 24th day of November, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK

7. Illumination: Illumination shall meet the applicable requirements of Chapter 10. Lighting fixtures shall be so installed as to reflect light away from adjoining properties.
8. Off-Street Parking and Loading: Off- street parking and loading shall meet the requirements of Chapter 10.
9. Signs: All signs shall be in accordance with the requirements of Chapter 10, local ordinances. The following signs are prohibited: (Ord. No. 2575-OA 11/24/08)
 - a. Signs projecting above any roof line of a building or structure.
 - b. Signs painted on any wall.
 - c. Signs using bare bulb lighting.
 - d. Illuminated intermittent lighting or flashing effects.
 - e. Rotating or revolving signs.
 - f. Billboards or banner signs of any type.
 - g. Reflecting signs that cause glare and visibility problems to adjoining property or vehicular traffic.
10. Landscaping: All unpaved areas of a development area shall be landscaped or a bond or letter of credit submitted to guarantee installation of landscaping prior to occupancy of the principle building. Sizes and types of vegetation shall be subject to Planning and zoning commission approval of a landscape plan.
11. Security fencing shall not exceed a height of 10 feet, measured from the ground level. Fencing shall not be installed in a front yard setback. Materials shall not be of plastics or barbed wire.
12. All above ground utilities shall be screened from street view(s) by landscaping and/or a wall.
13. Trash receptacles and dumpster services area shall be screened from street view(s).
14. The development of common abutting entrance drives, for automobile and truck traffic, for adjoining development sites is permitted to reduce the total number of curb cuts throughout the PUD District. Also, curb cuts on the opposite sides of a street should be in direct alignment to the extent possible.

- e. Financial services, health clubs, day-care, FAR .50.
 - f. Other services, FAR .35.
 - g. Motel or hotel, FAR .25.
 - h. Public utility buildings, FAR .50.
4. The minimum front yard setback requirement is fifty (50) feet from any private or public street. off-street automobile parking will be permitted within the 50 feet setback provided the parking is screened by plant material at a height of 3 feet. The rear yard and side yard setbacks shall be a minimum of 15 feet. The minimum setback requirements may be varied to allow greater flexibility in design subject to the approval of the Planning and Zoning Commission. The minimum spacing between buildings shall not be less than fifty (50) feet.
5. Maximum Height Requirements: No structure shall exceed 5 stories or seventy feet in height, including the rooftop or penthouse mechanical structure.
6. Perimeter Screening: When any PUD is located adjacent to any Residential District, a minimum width of twenty feet along the exterior property line shall be landscaped and maintained with a dense planting of deciduous shrubs, trees and evergreens not less than four feet in height at the time of planting. The Planning and Zoning Commission may approve the landscape plan or some other arrangement of plantings, mounds and/or walls if it determines that such an arrangement meets the intent of this requirement.
7. Illumination: Illumination shall meet the applicable requirements of Chapter 10. Lighting fixtures shall be so installed as to reflect light away from adjoining properties.
8. Off-Street Parking and Loading: Off- street parking and loading shall meet the requirements of Chapter 10.
9. Signs: All signs shall be in accordance with the requirements of Chapter 10, local ordinances. ~~and/or private covenants, whichever is the most restrictive.~~ The following signs are prohibited: (2575-OA 11/24/08)
- a. Signs projecting above any roof line of a building or structure.
 - b. Signs painted on any wall.

- (g) The violation of any provision of this Section of this Code shall be punishable by a fine of twenty-five dollars (\$25.00). Each day that any violation of any provision of this section of this Code continues shall constitute a separate offense. In addition to such fine, the City may remove any signs in violation of this Section of this Code.

G. Permanent Signs – Restrictions (Business, Industrial, and PUD Zones)

1. Bottom Clearance. There shall be a clear space of not less than seven (7) feet between the lowest part of a sign and the ground or surface.
2. Maximum Size Sign: The maximum size of a sign shall be determined by location of the structure and structure frontage. In general, the maximum size for one sign shall be determined by the following: 2 square foot of sign per 1 lineal foot of building frontage or 120 square feet whichever is larger.

Example: Building front covers 150 feet; therefore, the largest sign allowed would be 300 square feet. A building that has only 50 feet would be allowed a sign of 120 square feet.

3. Amount of Signage Allowable: A facility shall not have more sign coverage that exceeds the total of more than 3 square feet per 1 lineal foot of building frontage for buildings having frontage of 100 linear feet or larger. Buildings less than 100 lineal feet shall have a maximum of 120 square feet.

Example: Building front covers 150 feet; therefore, the cumulative total of signage allowed would be 450 square feet. A building that has only 35 feet would still be allowed only a total of 120 square feet.

4. Building Location Determinations: Buildings on corner lots or in large complexes where access to the structure or business is available on more than one side shall be considered to have more than one building front for purposes of calculating the amount of signage allowed. Calculations for signage will be determined by counting each side as a separate frontage.
(Ord. No. 2392-OA 10/25/04)
5. Non-accessory signs are permitted in the P.U.D. by special-use only.
(Ord. No. 2575-OA 11/24/08)
6. Billboards are allowed in the Industrial zones with a site plan approved by staff.
(Ord. No. 2575-OA 11/24/08)

- (f) No Garage Sale sign may be displayed more than one (1) day prior to the Garage Sale. All Garage Sale signs must be removed prior to 8:00 p.m. of the last day of the Garage Sale.
- (g) The violation of any provision of this Section of this Code shall be punishable by a fine of twenty-five dollars (\$25.00). Each day that any violation of any provision of this section of this Code continues shall constitute a separate offense. In addition to such fine, the City may remove any signs in violation of this Section of this Code.

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REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Agreement with STS Consultants – Design Veterans Drive, Broadway to Sheridan

AGENDA DATE REQUESTED: November 24, 2008

ACTION REQUESTED: Approve agreement to start design of the next section to the north of Veterans Drive

BACKGROUND: Phase I work on the entire section of the north portion of Veterans Drive from Broadway has been ongoing for four years. STS has done all the work to date and is in a position to get us construction drawings quickly. Since this process has been drawn out by numerous reviews by both IDOT and the FHWA personnel, most recently there was a change in personnel at FHWA and reviews took a step back but we are now at the point of the final review process that will hopefully take place in February 2009. Since we need to be ready to go to construction as soon as possible to meet dates agreed to in the agreement with the Briar Ridge developers, I am recommending that this agreement with STS be approved in order to be in position to start construction of the next section from Broadway to Sheridan. We have been told that we can proceed with design work as long as there are no MFT funds used since the Phase I has not been completed. Funding for this project is in the budget for this year and next in order to get the design completed and the work ready to bid once the Phase I is approved. Construction will utilize the \$4.8 million given us by Senator Obama and Congressman LaHood which we also need to get dedicated as soon as possible.

FINANCIAL IMPACT: None as there are funds for design in the budget.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will allow us to go out for bid in the fall of 2009 with construction in 2010 and committing the funds.

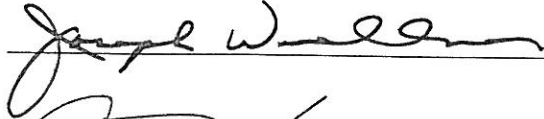
IMPACT IF DENIED: Will delay the project approximately 9-10 months for design once the Phase I is approved in February 2009.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director



10/31/08
Date

Finance Department



(Certification of Availability of Funds)

10/31/08
Date

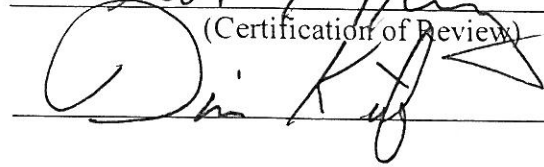
Corporation Counsel



(Certification of Review)

11/19/08
Date

City Manager



11/19/08
Date

STS

111 NE Jefferson Avenue, Peoria, IL 61602-1227
T 309.676.8464 F 309.676.5445 www.sts.aecom.com

October 23, 2008

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

RE: **Veterans Drive (FAU 6768) Design**
STS Project No. 8-30168

Dear Joe:

The following scope of work and fee is presented to provide design engineering for Veterans Drive from Broadway to Sheridan Road.

Scope of Work

The following items will be completed as part of the design work:

- Cover Sheet
- Index of Sheets/Commitments/General Notes
- Typical Sections
- Preliminary Schedule Of Quantities
- Alignment Ties and Benchmarks
- Schematic Drawing
- Construction Sequencing/Maintenance Of Traffic Sheets
- Roadway Plan/Profile Sheets
- Drainage Sheets
- Right Of Way Sheets
- Detail and CADD Standard Sheets
- Cross Sections
- Pre-final structure plans
- "Pick-up" survey

Work not included in this cost is listed as follows:

- Submittals to IDOT
- Final Summary of Quantities
- ROW staking
- Final special provisions and check sheets
- Soil Borings and Soil Reports

Fees

The above services shall be completed on a not-to-exceed cost of **\$125,432**, including reimbursable expenses.

Schedule

Preliminary and design engineering will be completed by August 1, 2009.

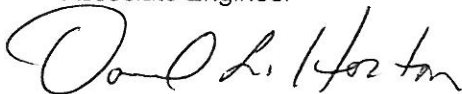
We have attached to this proposal are our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative execute a complete copy and return it to our office.

We look forward to working with you on this project.

Sincerely,



Kenneth M. Coulter, P.E., P.L.S.
Associate Engineer



David L. Horton, P.E.
Regional Vice President

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KMC:tlc

Attachment

General Conditions of Service

Responsible for Payment and Accepted by:

Signature: _____

Name (please print): _____

Title (please print): _____

Firm: _____

Date: _____

STS Consultants, Ltd.

General Conditions of Service

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services described in STS's Proposal, are incorporated by reference into the foregoing Proposal and shall also be incorporated by reference into any Agreement under which services are to be performed by STS for the Client. No agreement or understanding, oral or written, which in any way modifies or waives these General Conditions of Service, shall be binding on STS (whether contained in the Client's purchase forms or otherwise) unless hereafter made in writing and executed by STS's authorized representative.

SECTION 1: SCOPE OF WORK

- a. The scope of work and the time schedules defined in the Proposal are based on the information provided by the Client and shall be subject to the provisions of this agreement. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs STS to change the original scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs, performance time, and/or terms and conditions thereunder, shall be executed by the Client and STS as soon as practicable. STS, at its discretion, may suspend performance of its services until such an Amendment has been executed and, if such an Amendment is not agreed to within a reasonable time, STS may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the Client shall pay STS for all services performed prior to termination and termination expenses as set forth in Section 15c of these General Conditions of Service.

SECTION 2: BILLINGS AND PAYMENTS

- a. Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. STS shall periodically submit invoices for services performed and expenses incurred and not previously billed. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, as set forth on STS's invoice form, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement.
- b. The Client shall provide STS with a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted.
- c. The Client's obligation to pay for the services performed by STS under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deduction shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to STS. Client further agrees to pay STS any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration, or other dispute resolution costs, and all court costs.
- d. If any subpoena or court order is served upon STS and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of STS's staff, subconsultants or subcontractors at a trial, deposition, or for other discovery purposes arising out of STS's services performed under this Agreement, Client will pay STS's fees (if any) applicable to STS's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at time of service upon STS of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing, duplicating documents, preparing to give testimony, travel, and testifying in deposition or trial.

SECTION 3: RIGHT OF ACCESS

- a. If services to be provided under this Agreement require the agents, employees, or contractors of STS to enter onto the Project site, Client shall provide right-of-access to the site to STS, its employees, agents and contractors, to conduct the planned field observations or services.
- b. If the scope of services includes, or is amended to include, the performance of exploratory borings or test pit excavations, Client will furnish to STS all diagrams, and other information in its possession or reasonably attainable by Client indicating the location and boundaries of the site and subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) in such detail as to permit identifying, in the field, boring/test pit locations which will avoid interferences with any subsurface structures. Client shall indemnify and hold STS harmless from liability on account of damages to subsurface structures or injury or loss arising from damage to subsurface structures, the locations of which are not indicated or are incorrectly indicated by the information provided by the Client.
- c. STS reserves the right to deviate a reasonable distance from prescribed or selected exploratory boring or test pit locations.
- d. STS shall take reasonable precautions to minimize damage to the site due to its operations, but STS has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. At the Client's request and for additional fee, STS will, to the extent reasonably practicable, restore the site to conditions substantially similar to those existing prior to STS's operations.

SECTION 4: SAFETY

- a. It is understood and agreed that, with respect to Project site health and safety, STS is responsible solely for the safe performance by its field personnel of their activities in performance of the required services. It is expressly agreed that STS's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project nor is STS to review the adequacy of job safety on the Project. It is further understood and agreed, and not in limitation of the foregoing, that STS shall not be in charge of, and shall have no control or responsibility over any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports, or other similar mechanical contrivances or safety devices as defined and interpreted under any structural work act or other statute, regulation, or ordinance relating in any way to Project safety.
- b. Unless otherwise specifically provided in this Agreement, Client shall provide, at its expense, facilities and labor necessary to afford STS field personnel access to sampling, testing, or observation locations in conformance with federal, state, and local laws, ordinances, and regulations specifically, including, but not limited to regulations set forth in OSHA 29 CFR 1926.
- c. If, in STS's opinion, its field personnel are unable to access required locations and perform the required services in conformance with federal, state, and local laws, ordinances and regulations due to Project site conditions or operations of other parties present on the Project site, STS may, at its discretion, suspend its services until such conditions or operations are brought into conformance with applicable laws, ordinances and regulations. If, within a reasonable time, operations or conditions are not in conformance with applicable laws, ordinances, and regulations, STS may, at its discretion, terminate this Agreement. In the event that the Agreement is terminated pursuant to this Section, the Client shall pay STS for services and termination expenses as set forth in Section 15 of this Agreement.
- d. Current regulations promulgated by the Occupational Safety and Health Administration (OSHA) require that a "competent person" conduct inspections of excavations and review any supporting system if workers are to enter the excavations. See OSHA 29 CFR Part 1926 (Subpart P). Under the scope of work incorporated in this Agreement, STS does not provide and has not assumed any duties of inspection and/or monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P). STS has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P).

SECTION 5: SAMPLES

- a. Unless otherwise specifically provided in this Agreement or amendments thereto, STS reserves the right to discard samples immediately after testing. Upon request, the samples will be shipped (shipping charges collected) or stored at the rate indicated in the fee schedule attached.

SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. STS shall furnish up to six (6) copies of each report to Client. Additional copies shall be furnished at the rates specified in the fee schedule. With the exception of STS reports to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations, and estimates are and remain the property of STS. Client agrees that all reports and other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits, or licensing.

SECTION 7: STANDARD OF CARE

- a. STS represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.
- b. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.
- c. Any exploration, testing, surveys, and analysis associated with the work will be performed by STS for the Client's sole use to fulfill the purpose of this Agreement and STS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys, or explorations and the information and recommendations developed by STS are based solely on the information available.
- d. STS is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities at the Project site; or supervising, directing, controlling or otherwise being in charge of the actual work of the contractor, its subcontractors, or other materialmen or service providers not engaged by STS.

SECTION 8: HAZARDOUS SUBSTANCES

- a. Upon entering into this Agreement, the Client shall notify STS of all such hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the Project site or which may otherwise affect the services to be provided. Thereafter, such notification to STS shall be required as soon as practicable after the Client discovers either the presence of hazardous substances which were not previously disclosed, increased concentrations of previously

disclosed hazardous substances, or facts or information which cause the Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample and whether it exists in a solid, liquid, semi-solid, or gaseous form.

- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where asbestos, dust, fumes, gas, noise, vibrations, or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall immediately notify STS of such conditions, potential health hazard, or nuisance which it knows, should know, or reasonably suspects exists and, thereafter, STS is authorized by the Client to take all reasonable measures STS deems necessary to protect its employees against such possible health hazards or nuisance. The reasonable direct cost of such measures shall be borne by the Client.
- c. Following any disclosure as set forth in the preceding paragraphs, or if any hazardous substances or conditions are discovered or reasonably suspected by STS after its services are undertaken, STS may, at its discretion, suspend its services until reasonable measures have been taken at the Client's expense to protect STS's employees from such hazardous substances or conditions. Whether or not STS suspends its services in whole or in part, the Client and STS agree that the scope of services, terms, and conditions, schedule, and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition, or STS may, at its discretion, terminate the Agreement. In the event that this Agreement is terminated pursuant to this Section, the Client shall pay STS for all services rendered prior to termination and all termination expenses as set forth in Section 15 of these General Conditions of Service.
- d. In the event that services under this Agreement may involve or relate to hazardous substances, or constituents, including hazardous waste (as defined by federal, state, or local statutes, regulations or ordinances), whether or not involvement or relationship was contemplated at the time this Agreement was made or when services by STS began under this Agreement, the following conditions shall also be incorporated into the Agreement and be made applicable thereto:
 - d.1. In the event that samples collected by or received by STS on behalf of the Client contain hazardous substances or constituents, including hazardous waste, STS will, after completion of testing and, at Client's expense, (1) return such samples to Client, or (2) upon written request and using a manifest signed by the Client as generator, release such samples to a carrier selected by the Client to be transported to a location selected by the Client for final disposal. The Client agrees to pay all costs associated with the storage, transport, and disposal of samples. The Client recognizes and agrees that STS is acting as a bailee and at no time assumes title to said samples or substances.
 - d.2. All laboratory and field equipment contaminated in performing services under this Agreement which cannot be reasonably decontaminated shall become the property and responsibility of the Client. All such equipment shall be delivered to the Client or disposed of in a manner similar to that indicated for hazardous samples above. The Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated and all other costs associated with the storage, transport, and disposal of such equipment.

SECTION 9: CONSTRUCTION MONITORING SERVICES

- a. "Construction Monitoring Services" is defined as services, furnished by STS to the Client, which are performed for the purpose of evaluating and/or documenting general conformance of construction operations or completed work with Project specifications, plans, and/or specific reports of the Project. Such services may include taking of tests or collecting samples of natural or manmade materials at various locations on a project site, and making visual observations related to earthwork, foundations, and/or materials. If the services to be provided by STS under this agreement include or are amended to include Construction Monitoring Services, the provisions of this Section 9 shall be an integral part of this agreement and applicable thereto.
- b. The presence of STS field personnel will be for the purpose of providing the client with a professional service based on observations and testing of the work which is performed by a contractor, subcontractor, or other materialmen or service provider. Such services will only be those specifically requested by the Client and agreed to by STS. Discrepancies between construction operations or completed work and project requirements which are noted by STS field personnel will be referred to the Client, or the Client's representative, as designated prior to STS's involvement in the project.
- c. It is understood and agreed by the Client that the observation and testing of natural and/or man-made materials by STS in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other materialmen or service providers, and the services rendered by STS will in no way excuse such contractor, subcontractor, or other materialmen or service providers from liability in the event of subsequently discovered defects, omissions, errors or other deficiencies in their work. The presence or absence of STS on the Project site will not affect any obligation of any contractor, subcontractor, or other materialmen or service providers to perform in accordance with the specifications and plans of the Project. The Client further understands that STS is not a quality assurance representative for any contractor, subcontractor, or other materialman or service provider on the Project.
- d. The Client agrees to supply STS with specifications, plans, and other necessary material for the Project pertinent to providing its services.
- e. Due to the nature of its services, observing and field testing the work of contractors, subcontractors, or materialmen or service providers on the Project, STS cannot always be responsible for the schedule or length of time its field personnel

remain on the Project site. The time STS's field personnel spend on the Project site is dependent upon the schedule of the contractor, subcontractor or materialman, or service provider whose work they are observing and/or testing. STS shall make reasonable effort to utilize its time on the Project site judiciously, but the Client understands and agrees that any delays, cancellations, rescheduling, overtime or other construction activities that may alter the anticipated number of hours and the anticipated costs of STS on the Project site and that are beyond the control of STS field personnel are legitimate and chargeable time and will be invoiced at the rates designated in the attached fee schedules.

- f. Part-time work is defined as Construction Monitoring Services provided by STS where its field personnel are on the Project less than five (5) working days per week or less than forty (40) hours per week, or both. It is agreed that the Client will furnish STS with a minimum of one working day's notice, or twenty-four (24) hours notice, whichever is greater, on any part-time work of STS if field personnel are requested. STS shall make reasonable effort to provide field personnel on all projects, but reserves the right to schedule its field personnel as it deems appropriate, including the scheduling of different field personnel from day to day on any given part-time project of STS. The Client agrees to inform STS of the anticipated services required by STS field personnel on any day, including but not restricted to the kind and number of tests to be required and the anticipated amount of time the field personnel will be required on the Project site.
- g. The Client agrees that STS shall charge a minimum of four (4) hours for any part-time Construction Monitoring Services, regardless of the actual number of hours utilized. All field personnel charges will be made on a portal-to-portal basis. Mileage to and from the Project site will be billed at the rate designated in the attached fee schedules as will any office engineering time needed to review, evaluate or analyze the field data. All calls made by the Client or the Client's representative to cancel requested part-time STS field personnel must be received by STS in time for STS to notify field personnel before they leave for the Project site. STS will make reasonable effort to contact its field personnel as quickly as possible, but reserves the right to bill the Client the four-hour minimum charge in the event STS received a cancellation call too late for it to intercept the field personnel enroute to the Project site.

SECTION 10: OPINIONS OF COST

- a. STS's opinions of probable total Project costs and Project construction costs, if any, provided as part of the services under this Agreement are made on the basis of STS's knowledge, experience, and qualifications and represent STS's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but STS cannot and does not guarantee that proposals, bids, or actual total Project costs or Project construction costs will not vary from opinions of probable cost provided by STS.

SECTION 11: SHOP DRAWINGS

- a. In the event that the scope of services includes review and approval of Shop Drawings or other data which contractor(s) are required to submit, STS's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Project plans and specifications and shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
- b. STS's review and approval of Shop Drawings or other data shall not relieve the contractor(s) from responsibility for any variation from the requirements of the plans and specifications unless the contractor(s) has, in writing, called STS's attention to each such variation at the time of submission and STS has given written approval of each such variation by a specific written notation incorporated into or accompanying the Shop Drawing or other data. Approval by STS will not relieve the contractor(s) from responsibility for errors or omissions in the Shop Drawings or other data.
- c. STS will accept Shop Drawings or other data submittals only from the contractor(s) required by the Project contract documents to furnish the Shop Drawings or data. STS will reasonably promptly review and approve, or take other appropriate action in regard to, Shop Drawings or data properly submitted to STS.

SECTION 12: ALLOCATION OF RISK

- a. IT IS AGREED THAT THE CLIENT'S MAXIMUM RECOVERY AGAINST STS FOR THE PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$50,000 OR THE AMOUNT OF STS'S FEE, WHICHEVER IS GREATER. IT IS EXPRESSLY AGREED THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST STS FOR PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE STIPULATED \$50,000 FIGURE, OR THE AMOUNT OF STS'S FEE, WHICHEVER IS GREATER. IN NO EVENT SHALL STS BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR CLIENT'S LOSS OF PROFITS, DELAY DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING AT ANYTIME OR FROM ANY CAUSE WHATSOEVER.
- b. Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without STS's written consent will be at Client's sole risk and without liability or legal exposure to STS or to STS's contractor(s) and Client shall indemnify and hold harmless STS and STS's contractor(s) from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

- c. Under no circumstances shall STS be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans and specifications.
- d. If any claim, suit, or legal proceeding, including but not limited to arbitration or mediation, (collectively "claim") arising out of the services under this Agreement is asserted against STS by a person or entity who is not a party to this Agreement, Client agrees, at its sole cost and expense, to defend STS from and against any such claim, suit or legal proceeding. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of STS.
 - d.1 In no event shall continuation of Client's obligation to defend STS, as stated above, be conditional upon STS's contributing any sums of money toward settlement of any claim. In the event STS is held liable for a greater than pro rata share of any common liability for damage or injury to person(s) or property by operation of law, Client agrees to indemnify STS for those damages awarded in excess of its pro rata share.
 - d.2 In the event it is adjudicated that the event and/or damages giving rise to the claim were caused in whole or in part by the negligence of STS, Client's obligation to indemnify STS for costs of defense shall be reduced by an amount proportionately equal to the share of damages attributable to STS's negligence. STS shall reimburse Client for such proportionate defense costs incurred by client in defending STS as required by this paragraph 12.d.
- e. Notwithstanding any other provision of this Agreement, it is further agreed that to the fullest extent permitted by law the Client shall indemnify and hold harmless STS and its employees, agents, contractors and consultants from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to attorneys' fees and all Court, arbitration or other dispute resolution costs, arising out of, resulting from, or related to the presence and/or involvement of hazardous substances or constituents, including hazardous waste, at or contiguous to the Project site or contained in samples collected by or received by STS from the Project site. The indemnification set forth in this paragraph 12.e. extends to claims against STS which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release, spillage or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether such event or circumstances is sudden or not. Nothing in this Paragraph 12.e. is intended to indemnify, or shall be construed as indemnifying, STS with respect to claims, losses, expenses or damages to the extent caused by STS's own negligent acts or omissions.

SECTION 13: LIABILITY INSURANCE

- a. STS represents that it and its agents, and consultants employed by it, is and are protected by Worker's Compensation insurance and that STS has coverage under liability insurance policies which STS deems reasonable and adequate. Upon request, STS shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that obtained by STS, or increased limits of liability in STS's liability policies, the cost of such inclusions or increased limits shall be borne by the Client. Except as otherwise provided in Section 12 the Client agrees to limit the liability of STS to the limits of STS's insurance. STS shall not be responsible for claims, damages, losses and expenses arising out of or resulting from acts and/or omissions of the Client, its employees, agents, staff, consultants, contractors or subcontractors employed by it or by any other entity.

SECTION 14: DISPUTE RESOLUTION

- a. All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and STS shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and STS within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.
- b. If a dispute cannot be settled through mediation as set forth above, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Demand for arbitration shall be made by either party within ten (10) calendar days following termination of mediation. The date of termination of mediation shall be the date of written notice of closing of mediation proceedings issued by the mediator to each of the parties. Demand for arbitration shall be made by filing notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- c. Notwithstanding any other provisions of this Section 14, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of STS's participation in the Project, whichever date shall occur earlier.

- d. All mediation or arbitration shall take place in Chicago, Illinois unless Client and STS agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

SECTION 15: TERMINATION

- a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. The only exceptions to this seven-day written notice condition are STS's rights to terminate this Agreement as set forth in Sections 1, 4 and 8 of the Agreement.
- b. In addition, STS may terminate this Agreement if the Client suspends STS's services for more than sixty (60) consecutive days through no fault of STS.
- c. If this Agreement is terminated, STS shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and re-assignment adjustments and all other related costs incurred directly attributable to termination.

SECTION 16: EMPLOYMENT

- a. Client agrees that, prior to the completion of STS's services on the Project, Client and its officers, agents or employees shall neither (1) offer employment to STS's employees, (2) advise STS's employees of employment opportunities with Client, Client's parent or affiliate organization(s), if any, nor (3) inquire into employment satisfaction of STS's employees.

SECTION 17: INDEPENDENT CONTRACTOR

- a. The relationship between the Client and STS created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is intended to be or shall be construed as being, a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by STS's authorized representative.

SECTION 18: SEVERABILITY

- a. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

SECTION 19: SECTION HEADINGS

- a. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein.

SECTION 20: SURVIVAL

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and STS shall survive the completion of services and the termination of this Agreement.

SECTION 21: ASSIGNS

- a. Neither the Client nor STS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

SECTION 22: CHOICE OF LAW

- a. This Agreement shall be governed by the law of the State of Illinois.

SECTION 23: WRITTEN NOTICE

- a. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

ORDINANCE NO. 1462-A285 - 08/09

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS
ON STATE STREET AT WINDSOR STREET AND ON
LIGHTER STREET AT WINDSOR STREET**

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

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, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that stop signs be placed on State Street and Lighter Street at Windsor Street, stopping traffic at the T intersections and .

WHEREAS, per recommendation of the Traffic Safety Committee at the meeting of November 7, 2008, the City Council has determined that it is in the best interests of the City to amend the Traffic Code regarding authorized stop signs.

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following Stop Control:

Control	On Street	At or From	Direction
Stop	State Street	Windsor Street	East
Stop	Lighter Street	Windsor Street	East

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

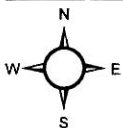
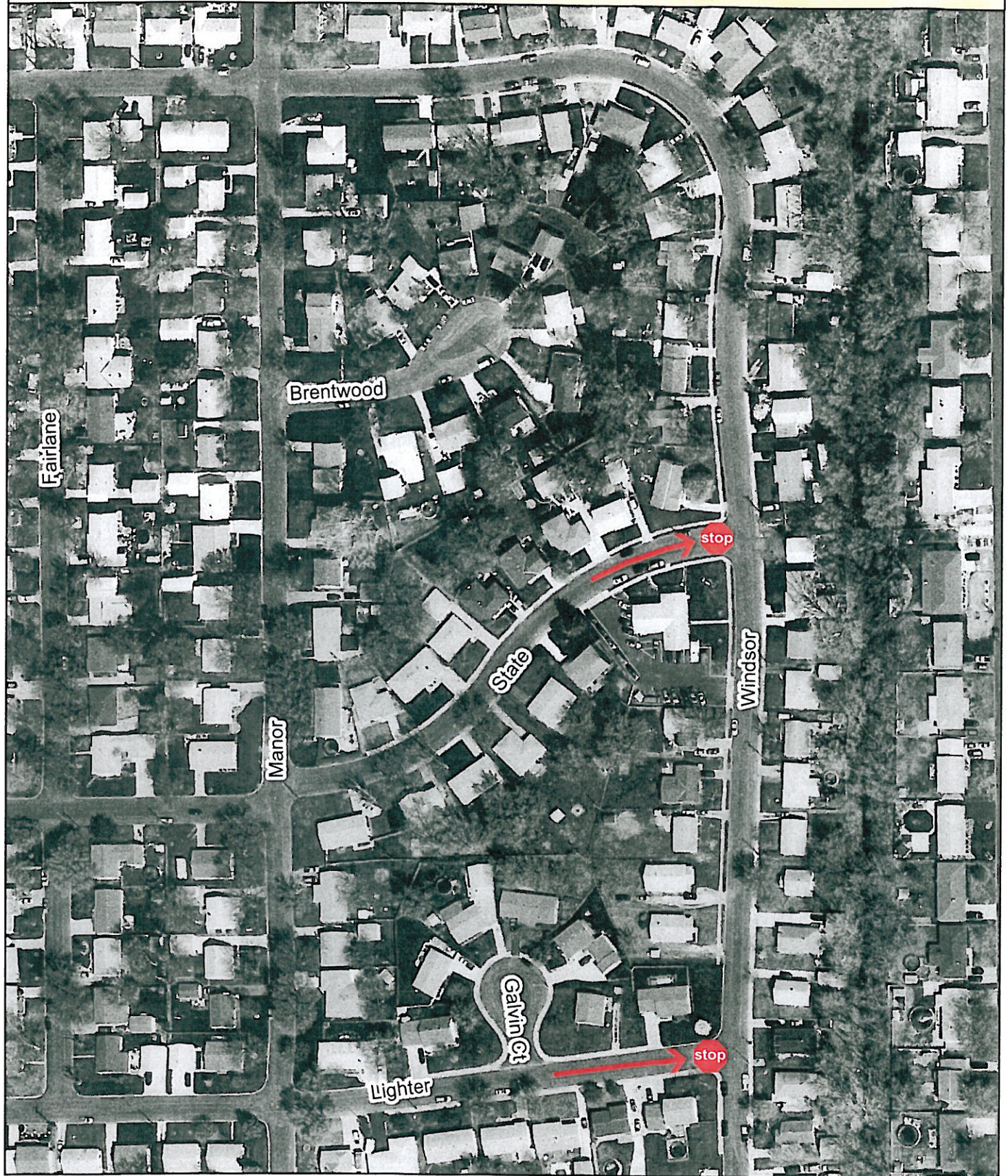
APPROVED this _____ day of _____, 2008.

Mayor

ATTEST:

City Clerk

Stop Signs: Windsor and State, and Windsor and Lighter



0 100 200 400 Feet



Stop	Elizabeth Street	S. Fourth Street	East-West (Ord. No. 1462-A281-08/09 09-22-08)
Stop	Elizabeth Street	S. Third Street	West
Stop	Enterprise Drive	Riverway Drive	East
Stop	Executive Court	S. Fourteenth Street	East
Stop	Fayette Street	Main Street	West (Ord. No. 1462-A263-07/08 08-27-07)
Stop	Fox Point Court	Point East Court	North
Stop	Georgetown Place	Arlington Circle	East
Stop	Gingoteague Way	Alameda Court	East
Stop	Gingoteague Way	S. Fourteenth Street	West
Stop	Glendale Avenue	Sunset Drive	North-South
Stop	Greenbrook Street	Cherry Lane	South
Stop	Hardt Court	Gingoteague Way	East
Stop	Heilman Street	Sapp Street	North
Stop	Hemlock Street	Schramm Drive	East
Stop	Herget Street	Sapp Street	East-West
Stop	Hickory Lane	Black Oak Drive	North/South (Ord. No. 1462-A259 11-13-06)
Stop	Highland Avenue	S. Eleventh Street	West
Stop	Highland Avenue	S. Tenth Street	East
Stop	Highland Avenue	S. Twelfth Street	East-West
Stop	Highwood Avenue	Crestview Drive	North
Stop	Highwood Avenue	North Lake Drive	East-West (Ord. No. 1462-A256 08/14/06)
Stop	Hillcrest Street	Glendale Avenue	East
Stop	Jessica Court	Vista Grande Drive	South
Stop	Kacy Drive	McNaughton Park Road	West (Ord. No. 1462-A273 08-11-08)
	Note-Casey incorrect		
Stop	Kelly Avenue	Veterans Drive	West
Stop	Koch Street	S. Eighteenth Street	East
Stop	Koch Street	S. Fifth Street	East-West
Stop	Koch Street	S. Fourteenth Street	East-West
Stop	Lakecrest Street	Brenkman Drive	North-South
Stop	Lakeshore Drive	Brenkman Drive	South (Ord. No. 1462-A189 10-22-01)
Stop	Lighter Street	Manor Street	East-West
Stop	Lighter Street	Windsor Street	East (Ord. No. 1462-A285 11-24-08)
Stop	Lucille Street	Sycamore Street	West
Stop	Main Street	Fayette Street	North-South (Ord. No. 1462-A263-07/08 08-27-07)
Stop	Main Street	McLean Street	South (Ord. No. 1462-A263-07/08 08-27-07)
Stop	Main Street	2 nd Street	East (Ord. No. 1462-A263-07/08 08-27-07)

Stop	St. Clair Drive	Sierra Drive	East
Stop	St. Clair Drive	Summit Drive	North-South
Stop	St. Joseph Place	S. Sixth Street	West
Stop	St. Mary Street	Main Street	West
(Ord. No. 1462-A263-07/08 08-27-07)			
Stop	Stadium Drive	East Campus Hill Road	North-South
Stop	State Street	Parkway Lane	East
Stop	State Street	Windsor Street	East
(Ord. No. 1462-A285-08/09 11-24-08)			
Stop	Stratford Avenue	S. Tenth Street	West
Stop	Sunset Drive	Glendale Avenue	East-West
Stop	Tharp Street	Arlington Circle	East
Stop	Valencia Place	Valle Vista Blvd.	East
Stop	Valentine Drive	Columbus Drive	East-West
Stop	Valle Vista Blvd.	Griffin Drive	South
Stop	Veterans Drive	Court Street	South
Stop	VFW Road	S. Second Street	West
Stop	VFW Road	S. Fourteenth Street	East-West
Stop	Village Court	Vista Grande Drive	South
Stop	Vista Grande Drive	S. Fourteenth Street	West
Stop	Washington Street	S. Eighth Street	East-West
Stop	Washington Street	Tenth Street	East-West
Stop	Washington Street	Third Avenue	West
Stop	Willow Street	N. Capitol Street	East-West
Stop	Willow Street	N. Eighth Street	West
Stop	Willow Street	N. Eleventh Street	East-West
Stop	Willow Street	N. Fifth Street	East
Stop	Willow Street	N. Fourteenth Street	East-West
Stop	Willow Street	Parkway Drive	East-West

8-2-10: **Authorized Yield Right-of-Way Signs:** The following intersections are hereby designated as intersections at which preference to traffic is given on certain streets and at which intersections "yield-right-of-way" signs shall be installed. Traffic on the first named street in each paragraph shall yield the right-of-way at the intersection with the streets named thereafter in that paragraph.

Control	On Street	At or From	Direction
Yield	Anna Street	Jerome Street	East-West
Yield	Bacon Street	McLean Street	North-South
Yield	Bacon Street	Park Avenue	North-South
Yield	Bacon Street	Prince Street	North-South
Yield	Center Street	S. Thirteenth Street	West
Yield	Charles Street	Howard Court	East-West
Yield	Charles Street	Janssen Street	East-West
Yield	Charles Street	S. Eighth Street	East-West
Yield	Charles Street	S. Ninth Street	East-West

Stop	St. Joseph Place	S. Sixth Street	West
Stop	St. Mary Street	Main Street	West
(Ord. No. 1462-A263-07/08 08-27-07)			
Stop	Stadium Drive	East Campus Hill Road	North-South
Stop	State Street	Parkway Lane	East
Stop	Stratford Avenue	S. Tenth Street	West
Stop	Sunset Drive	Glendale Avenue	East-West
Stop	Tharp Street	Arlington Circle	East
Stop	Valencia Place	Valle Vista Blvd.	East
Stop	Valentine Drive	Columbus Drive	East-West
Stop	Valle Vista Blvd.	Griffin Drive	South
Stop	Veterans Drive	Court Street	South
Stop	VFW Road	S. Second Street	West
Stop	VFW Road	S. Fourteenth Street	East-West
Stop	Village Court	Vista Grande Drive	South
Stop	Vista Grande Drive	S. Fourteenth Street	West
Stop	Washington Street	S. Eighth Street	East-West
Stop	Washington Street	Tenth Street	East-West
Stop	Washington Street	Third Avenue	West
Stop	Willow Street	N. Capitol Street	East-West
Stop	Willow Street	N. Eighth Street	West
Stop	Willow Street	N. Eleventh Street	East-West
Stop	Willow Street	N. Fifth Street	East
Stop	Willow Street	N. Fourteenth Street	East-West
Stop	Willow Street	Parkway Drive	East-West

8-2-10: Authorized Yield Right-of-Way Signs: The following intersections are hereby designated as intersections at which preference to traffic is given on certain streets and at which intersections “yield-right-of-way” signs shall be installed. Traffic on the first named street in each paragraph shall yield the right-of-way at the intersection with the streets named thereafter in that paragraph.

Control	On Street	At or From	Direction
Yield	Anna Street	Jerome Street	East-West
Yield	Bacon Street	McLean Street	North-South
Yield	Bacon Street	Park Avenue	North-South
Yield	Bacon Street	Prince Street	North-South
Yield	Center Street	S. Thirteenth Street	West
Yield	Charles Street	Howard Court	East-West
Yield	Charles Street	Janssen Street	East-West
Yield	Charles Street	S. Eighth Street	East-West
Yield	Charles Street	S. Ninth Street	East-West
Yield	Charles Street	S. Seventh Street	East-West
Yield	Charles Street	S. Sixth Street	West
Yield	Charles Street	Summer Street	East-West
Yield	Chestnut Street	N. Ninth Street	East-West

Stop	Elizabeth Street	S. Fourth Street	East-West (Ord. No. 1462-A281-08/09 09-22-08)
Stop	Elizabeth Street	S. Third Street	West
Stop	Enterprise Drive	Riverway Drive	East
Stop	Executive Court	S. Fourteenth Street	East
Stop	Fayette Street	Main Street	West (Ord. No. 1462-A263-07/08 08-27-07)
Stop	Fox Point Court	Point East Court	North
Stop	Georgetown Place	Arlington Circle	East
Stop	Gingoteague Way	Alameda Court	East
Stop	Gingoteague Way	S. Fourteenth Street	West
Stop	Glendale Avenue	Sunset Drive	North-South
Stop	Greenbrook Street	Cherry Lane	South
Stop	Hardt Court	Gingoteague Way	East
Stop	Heilman Street	Sapp Street	North
Stop	Hemlock Street	Schramm Drive	East
Stop	Herget Street	Sapp Street	East-West
Stop	Hickory Lane	Black Oak Drive	North/South (Ord. No. 1462-A259 11-13-06)
Stop	Highland Avenue	S. Eleventh Street	West
Stop	Highland Avenue	S. Tenth Street	East
Stop	Highland Avenue	S. Twelfth Street	East-West
Stop	Highwood Avenue	Crestview Drive	North
Stop	Highwood Avenue	North Lake Drive	East-West (Ord. No. 1462-A256 08/14/06)
Stop	Hillcrest Street	Glendale Avenue	East
Stop	Jessica Court	Vista Grande Drive	South
Stop	Kacy Drive	McNaughton Park Road	West (Ord. No. 1462-A273 08-11-08)
Stop	Kelly Avenue	Veterans Drive	West
Stop	Koch Street	S. Eighteenth Street	East
Stop	Koch Street	S. Fifth Street	East-West
Stop	Koch Street	S. Fourteenth Street	East-West
Stop	Lakecrest Street	Brenkman Drive	North-South
Stop	Lakeshore Drive	Brenkman Drive	South (Ord. No. 1462-A189 10-22-01)
Stop	Lighter Street	Manor Street	East-West
Stop	Lucille Street	Sycamore Street	West
Stop	Main Street	Fayette Street	North-South (Ord. No. 1462-A263-07/08 08-27-07)
Stop	Main Street	McLean Street	South (Ord. No. 1462-A263-07/08 08-27-07)
Stop	Main Street	2 nd Street	East (Ord. No. 1462-A263-07/08 08-27-07)
Stop	Margaret Street	N. Thirteenth Street	East
Stop	Market Street	N. Nineteenth Street	East-West

ORDINANCE NO. 1462-A 286 - 08/09

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING HANDICAPPED SPACES**

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

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, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that the handicapped space on Park Avenue in front of Pekin Hospital be moved for better visibility to the West side of the crosswalk. This will allow shuttle vans to park in this spot without restricting visibility to the East; and

WHEREAS, per recommendation of the Traffic Safety Committee at the meeting of November 7, 2008, the City Council has determined that it is in the best interests of the City to amend the Traffic Code regarding authorized handicapped signs.

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

1. That Title 8, Chapter 4, Section 3. F. be amended by deleting the following designated Handicapped Space:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>To</u>	<u>Direction</u>	<u>Location</u>
Handicapped	Park Avenue	226' E. of 13 th St	256' E. of 13 th St	West	1 space by Pekin Hospital

2. That Title 8, Chapter 4, Section 3. F. be amended by adding the following designated Handicapped Space:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>To</u>	<u>Direction</u>	<u>Location</u>
Handicapped Park Avenue		105' E. of 13 th St	135' E. of 13 th St	West	1 space by Pekin Hospital

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

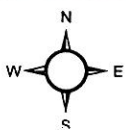
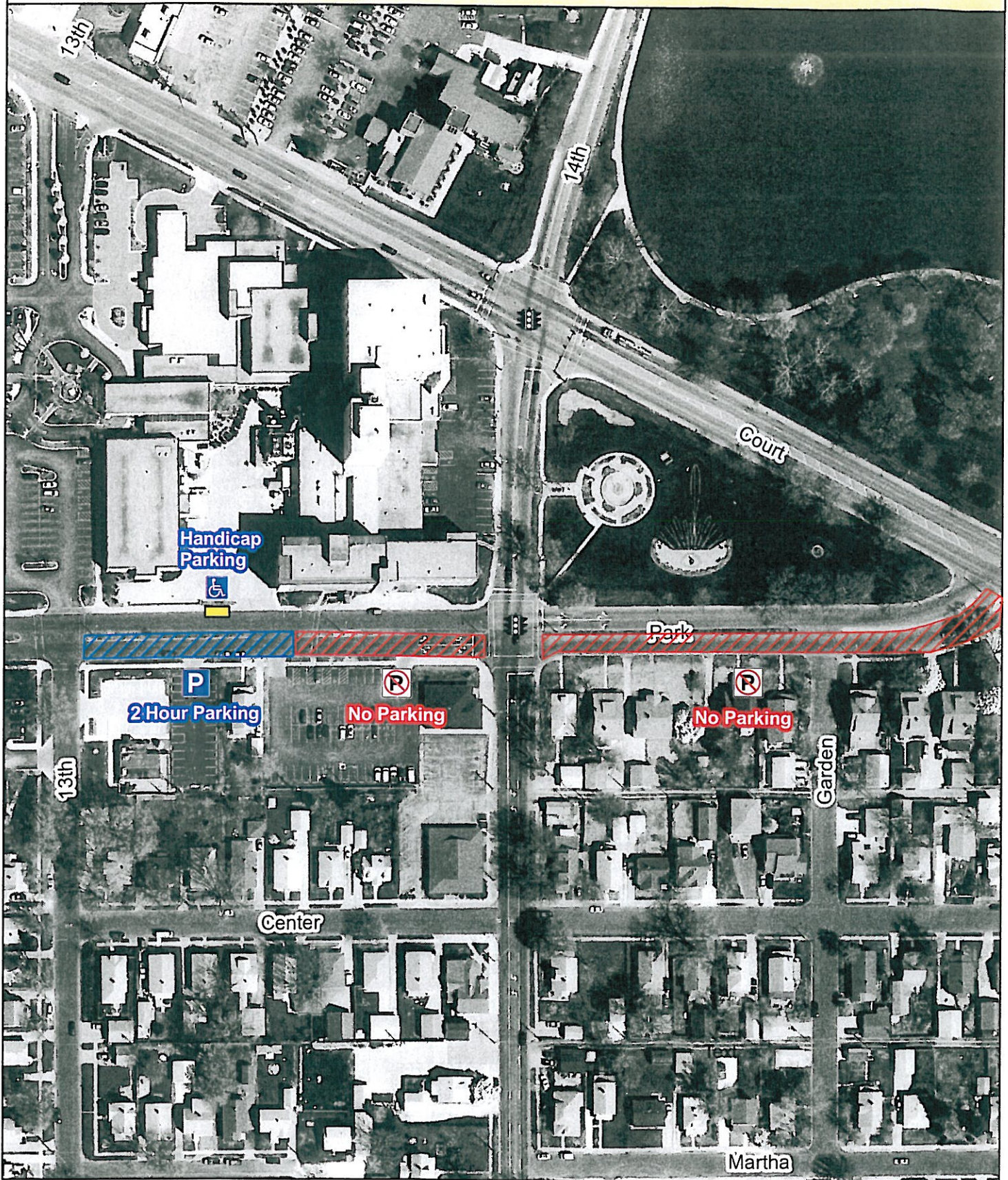
APPROVED this _____ day of _____, 2008.

Mayor

ATTEST:

City Clerk

Park Ave Parking Restrictions



0 100 200 400 Feet



E. Regulation of Handicapped Parking Areas: The City may regulate Handicapped Parking Areas on private property if such area is properly designated with a sign in the form and manner prescribed in 625 ILCS 5/11-301. This authority is granted regardless of whether the City has entered into a contract with the property owner.

F. The following areas are designated as handicapped parking areas:
(Ord No. 1462-A249 02-13-06) (Ord No. 1462-A262 06-11-07) (Ord. No. 1462-A286 11-24-08)

Control	On Street	At or From	To	Direction	Location
Handicapped	Court Street	N. Fifth Street	N. Fourth Street	West	1st space east of N 4th St.
Handicapped	Court Street	N. Third Street	N. Second Street	West	1st space E of Second St.
Handicapped	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4 th space E of S Capitol
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2 nd space west of S. Fourth St
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	1st space appr. center of blk
Handicapped	Park Avenue	105' E. of 13 th St	135' E. of 13 th St	West	1 space by Pekin Hospital
Handicapped	S. Sixth Street	Broadway Road	St. Joseph Place	South	1 spaces W side str by PO
Handicapped	Sabella Street	Broadway Road	S. Capitol Street	West	1st space E of S Capitol/Elks
Handicapped	St. Mary Street	S. Fourth Street	S. Capitol Street	West	1st space W of S 4th/Herget
Handicapped	Capitol Street	Sabella Street	by City Hall	North	(2 spaces) 195' and 225' West
Handicapped	Sabella Street	Capitol Street	by City Hall	West	(2 spaces) 90' and 120' North
Handicapped	Capitol Street	Elizabeth Street	by Justice Center	South	(1 space) 20' South

PARKING LOTS

Handicapped	Water Street	Foot of Court Street	North-South	as marked in parking lot
Handicapped	Parking Lot A			3 spaces #800, 835, 836
Handicapped	Parking Lot B			1 space #313
Handicapped	Parking Lot E			3 spaces #21, 22, 23

8-4-4: **SELLING VEHICLES ON STREETS; PEDDLING FROM VEHICLES:** It shall be unlawful to park any vehicle upon any street for the purpose of displaying it for sale or to park any vehicle upon any business street from which vehicle merchandise is peddled.

8-4-5: **UNATTENDED VEHICLES:** No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition, effectively setting the brake and when standing upon any perceptible grade, turning the front wheels to the curb or side of the highway.

8-4-6: **PRIMA FACIE PROOF:** Whenever any vehicle shall have been parked in violation of the provisions prohibiting or restricting parking, the person in whose name such vehicle is registered shall be prima facie responsible for such violation and subject to the penalty thereafter.

8-4-7: **PENALTIES:**

1. PURPOSE

E. Regulation of Handicapped Parking Areas: The City may regulate Handicapped Parking Areas on private property if such area is properly designated with a sign in the form and manner prescribed in 625 ILCS 5/11-301. This authority is granted regardless of whether the City has entered into a contract with the property owner.

F. The following areas are designated as handicapped parking areas:
(Ord No. 1462-A249 02-13-06) (Ord No. 1462-A262 06-11-07)

Control	On Street	At or From	To	Direction	Location
Handicapped	Court Street	N. Fifth Street	N. Fourth Street	West	1st space east of N 4th St.
Handicapped	Court Street	N. Third Street	N. Second Street	West	1st space E of Second St.
Handicapped	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4 th space E of S Capitol
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2 nd space west of S. Fourth St
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	1st space appr. center of blk
Handicapped	Park Avenue	226'E. of 13th Street	256' E. Of 13th St.	West	1 space by Pekin Hospital
Handicapped	S. Sixth Street	Broadway Road	St. Joseph Place	South	1 spaces W side str by PO
Handicapped	Sabella Street	Broadway Road	S. Capitol Street	West	1st space E of S Capitol/Elks
Handicapped	St. Mary Street	S. Fourth Street	S. Capitol Street	West	1st space W of S 4th/Herget
Handicapped	Capitol Street	Sabella Street	by City Hall	North	(2 spaces) 195' and 225' West
Handicapped	Sabella Street	Capitol Street	by City Hall	West	(2 spaces) 90' and 120' North
Handicapped	Capitol Street	Elizabeth Street	by Justice Center	South	(1 space) 20' South

PARKING LOTS

Handicapped	Water Street	Foot of Court Street	North-South	as marked in parking lot
Handicapped	Parking Lot A			3 spaces #800, 835, 836
Handicapped	Parking Lot B			1 space #313
Handicapped	Parking Lot E			3 spaces #21, 22, 23

8-4-4: **SELLING VEHICLES ON STREETS; PEDDLING FROM VEHICLES:** It shall be unlawful to park any vehicle upon any street for the purpose of displaying it for sale or to park any vehicle upon any business street from which vehicle merchandise is peddled.

8-4-5: **UNATTENDED VEHICLES:** No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition, effectively setting the brake and when standing upon any perceptible grade, turning the front wheels to the curb or side of the highway.

8-4-6: **PRIMA FACIE PROOF:** Whenever any vehicle shall have been parked in violation of the provisions prohibiting or restricting parking, the person in whose name such vehicle is registered shall be prima facie responsible for such violation and subject to the penalty thereafter.

8-4-7: **PENALTIES:**

1. PURPOSE

ORDINANCE NO. 1462-A287 - 08/09

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1 D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
NORTH SIDE OF WASHINGTON STREET AT
SOUTH CAPITOL STREET**

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

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

WHEREAS, the Traffic Safety Committee addressed visibility safety concerns of Washington Street at South Capitol Street to curve at Summer Street at the Traffic Safety Meeting of November 7, 2008; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider no parking on the North side of Washington Street from 105' east of South Capitol Street to 185' west of South Capitol Street; 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 October 14, 2008 in its entirety, and inserting the No Parking Schedule dated November 24, 2008 attached hereto and incorporated herein by this reference.

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

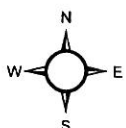
APPROVED this _____ day of _____, 2008.

ATTEST:

Mayor

City Clerk

Washington: No Parking



0 100 200 400 Feet



Time	Duration	Days	On Street	At or From	To	Direction of T	Side	Date of Ad
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	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	Derby Street	50' North of Derby Street	North	East	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
2 hours	9am-5pm	Mon-Sat	South 7th Street	Washington Street	Court Street	North-South	Both	
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West	
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' South	North	Both	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 7th Street	Haines Avenue	West	Both	
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucile Street	South	West	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
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	South 6th Street	88'	East	North	
Total	Always	All days	Washington Street	200 feet west of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Washington Street	200 feet east of 10th	10th Street	East	South	
2 hours	9am-5pm	Mon-Sat	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Washington Street	165' East of Buena Vis	230' East of Buena Vista	West	North	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	

ORDINANCE NO. 1462-A288 – 08/09

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SPEED LIMITS ON BROADWAY ROAD**

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 safety concerns regarding the speed limits on the Broadway Widening Project at the Traffic Safety Meeting of November 7, 2008; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider posting various speeds on Broadway Road from North 14th Street to Veterans Drive; and

WHEREAS, upon completion of the Broadway Project by agreement with Tazewell County the City acquires jurisdiction of this portion of Broadway Road; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the Traffic Code regarding Speed Limits.

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

1. That Title 8, Chapter 3, Section 3. F. be amended by deleting the following and ordinance 1462-A180 11-13-00 pertaining to speed on Broadway Road:

<u>Control</u>	<u>Speed</u>	<u>On Street</u>	<u>At or From</u>	<u>To</u>	<u>Direction</u>
Speed	35 mph	Broadway Road	N. Fourteenth Street	Parkway Drive	EW
Speed	45 mph	Broadway Road	Parkway Drive	Eastern City Limit	EW

2. That Title 8, Chapter 3, Section 3. F. be amended by substituting the following:

<u>Control</u>	<u>Speed</u>	<u>On Street</u>	<u>At or From</u>	<u>To</u>	<u>Direction</u>
Speed	35 mph	Broadway Road	N. Fourteenth Street	California Road	EW
Speed	45 mph	Broadway Road	California Road	Veterans Drive	EW

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

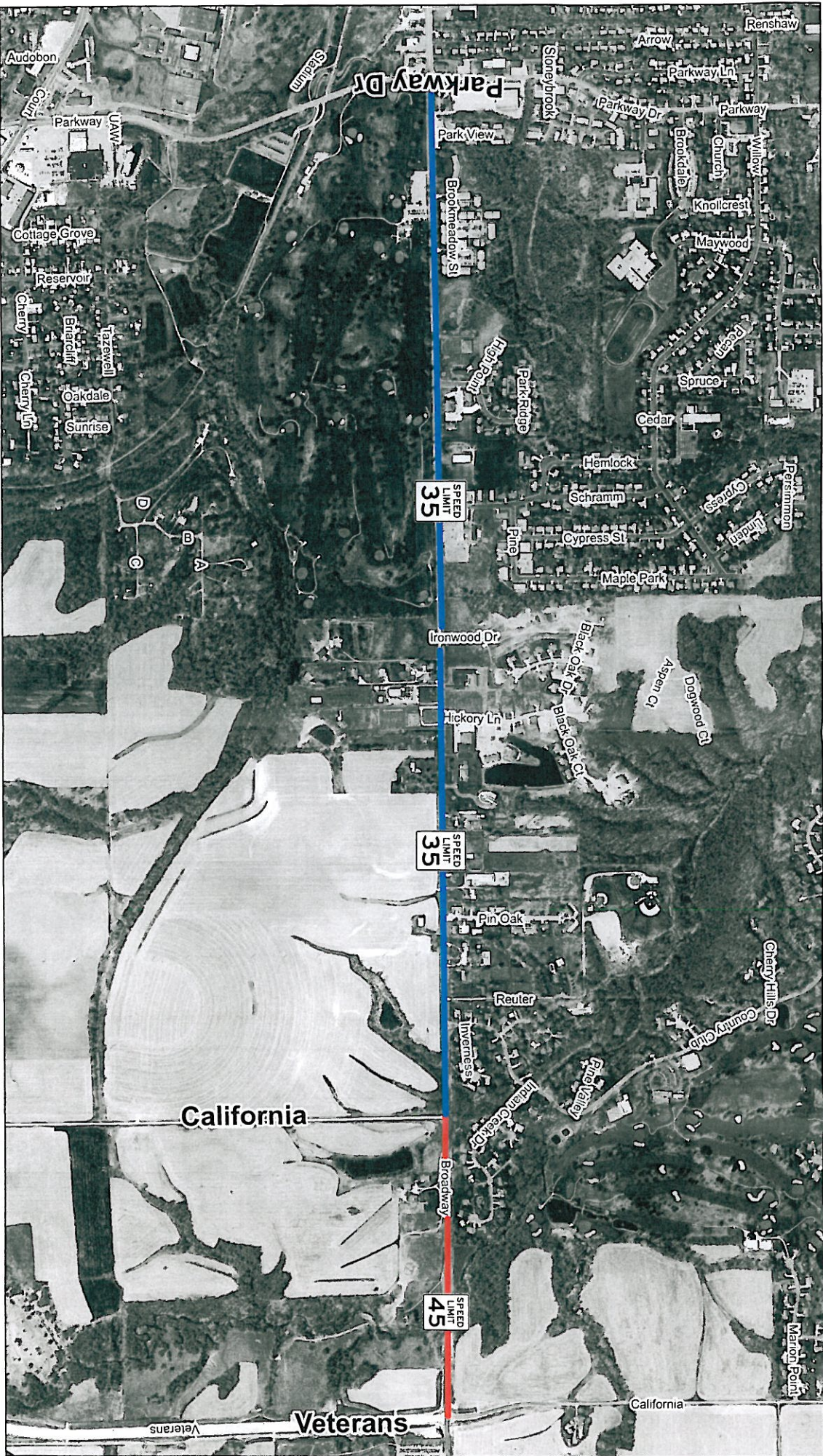
APPROVED this _____ day of _____, 2008.

Mayor

ATTEST:

City Clerk

This is an aerial map of a section of Veterans Highway in California. The map is oriented with North at the top. A prominent blue line runs vertically through the center, representing the highway. To the left of the highway, there is a large body of water, likely a reservoir or lake. Various streets are labeled, including Parkway Dr, Ironwood Dr, and Veterans Highway. Speed limit signs are visible, indicating 35 and 45 mph. The map also shows some residential areas with houses and trees. The text 'California' is visible at the bottom left and bottom right corners.



Control	Speed	On Street	At or From	To	Direction
Speed	20 mph	Market Street	N. Nineteen Street	East End	EW
Speed	20 mph	N. Nineteenth St.	Broadway Road	Market Street	S
Speed	20 mph	N. Twentieth Street	Broadway Road	Market Street	N
Speed	20 mph	Park Avenue	Court Street	12 th Street	EW
Ord. No. 1462-A276					
Speed	35 mph	Broadway Road	N. Fourteenth Street	Parkway Drive	EW
Speed	35 mph	Court Street	S. Ninth Street	Valle Vista Blvd	EW
Speed	35 mph	N. Eighth Street	Chestnut Street	Coolidge Drive	NS
Speed	35 mph	S. Second Street	Derby Street	Koch Street	NS
Speed	35 mph	S. Fourteenth Street	Rosemary Street	Koch Street	NS
Speed	35 mph	Parkway Drive	Broadway Road	Velde Drive	NS
Ord. No. 1462-A266					
Speed	35 mph	VFW Road	Route 29	IC Railroad	EW
Speed	40 mph	Ann Eliza Street	N. Second Street	Bridge	West
Speed	40 mph	Court Street	Valle Vista Blvd	Barney Avenue	EW
Speed	40 mph	Margaret Street	Bridge	N. Second Street	East
Speed	40 mph	N. Eighth Street	Coolidge Drive	Past Sacred Hrt. Ce.	NS
Speed	40 mph	Parkway Drive	Velde Drive	Northern City Limit	NS
Ord. No. 1462-A266					
Speed	45 mph	Broadway Road	Parkway Drive	Eastern City Limit	EW
Speed	45 mph	Court Street	Barney Avenue	Veterans Drive	EW
Speed	45 mph	S. Fourteenth Street	VFW Road	Rosemary Street	NS
Speed	45 mph	S. Second Street	Manito Blacktop	Koch Street	NS
Speed	45 mph	VFW Road	S. Fourteenth Street	900' E of S. Fourteenth Street	EW
Speed	45 mph	Veterans Drive	Court Street	Broadway Road	NS
Ord. No. 1462-A214					
Speed	50 mph	Court Street	Veterans Drive	Eastern City Limit	EW
Speed	50 mph	N. Eighth Street	Past Sacred Hrt. Ce.	Northern City Limit	NS
Speed	50 mph	S. Second Street	Southern City Limit	Manito Blacktop	NS
Speed	55 mph	Ann Eliza Street	Bridge	Levee Road	West
Speed	55 mph	Margaret Street	Levee Road	Bridge	East

(deleted Ord. No. 1462-A200 10/14/02 on 10/22/07)

Control	Speed	On Street	At or From	To	Direction
Speed	20 mph	Market Street	N. Nineteen Street	East End	EW
Speed	20 mph	N. Nineteenth St.	Broadway Road	Market Street	S
Speed	20 mph	N. Twentieth Street	Broadway Road	Market Street	N
Speed	20 mph	Park Avenue	Court Street	12 th Street	EW
Ord. No. 1462-A276					
Speed	35 mph	Broadway Road	N. 14 th Street	California Road	EW
Ord. No. 1462-288					
Speed	35 mph	Court Street	S. Ninth Street	Valle Vista Blvd	EW
Speed	35 mph	N. Eighth Street	Chestnut Street	Coolidge Drive	NS
Speed	35 mph	S. Second Street	Derby Street	Koch Street	NS
Speed	35 mph	S. Fourteenth Street	Rosemary Street	Koch Street	NS
Speed	35 mph	Parkway Drive	Broadway Road	Velde Drive	NS
Ord. No. 1462-A266					
Speed	35 mph	VFW Road	Route 29	IC Railroad	EW
Speed	40 mph	Ann Eliza Street	N. Second Street	Bridge	West
Speed	40 mph	Court Street	Valle Vista Blvd	Barney Avenue	EW
Speed	40 mph	Margaret Street	Bridge	N. Second Street	East
Speed	40 mph	N. Eighth Street	Coolidge Drive	Past Sacred Hrt. Ce.	NS
Speed	40 mph	Parkway Drive	Velde Drive	Northern City Limit	NS
Ord. No. 1462-A266					
Speed	45 mph	Broadway Road	California Road	Veterans Drive	EW
Ord. No. 1462-A288					
Speed	45 mph	Court Street	Barney Avenue	Veterans Drive	EW
Speed	45 mph	S. Fourteenth Street	VFW Road	Rosemary Street	NS
Speed	45 mph	S. Second Street	Manito Blacktop	Koch Street	NS
Speed	45 mph	VFW Road	S. Fourteenth Street	900' E of S. Fourteenth Street	EW
Speed	45 mph	Veterans Drive	Court Street	Broadway Road	NS
Ord. No. 1462-A214					
Speed	50 mph	Court Street	Veterans Drive	Eastern City Limit	EW
Speed	50 mph	N. Eighth Street	Past Sacred Hrt. Ce.	Northern City Limit	NS
Speed	50 mph	S. Second Street	Southern City Limit	Manito Blacktop	NS
Speed	55 mph	Ann Eliza Street	Bridge	Levee Road	West
Speed	55 mph	Margaret Street	Levee Road	Bridge	East

(deleted Ord. No. 1462-A200 10/14/02 on 10/22/07) (deleted 1462-A180 on 11-13-00)

- G. Speed Limits in School Zones. No person shall drive a motor vehicle at a speed in excess of twenty (20) miles per hour while passing a school zone or while traveling upon any public thoroughfare on or across which children pass going to and from school during school days when school children are present.

Control	On Street	At or From	To	Direction
Speed 20 mph School Zone	Broadway Road	N. Eighth Street	N. Ninth Street	EW
Speed 20 mph	Broadway Road	S. Sixth Street	S. Seventh Street	EW

ALL CONTRACTS ARE INFLATED

4.1 %.

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1 day of, JANUARY 2009, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and CITY OF PEKIN, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$43,170.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANUARY 2009, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the 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 by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this _____ day of _____, _____.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

MUNICIPALITY:

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:



Director

ANNUAL AMOUNT: \$43,170.00 _____

MONTHLY AMOUNT \$3,597.50 _____



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Clerk

From: Dennis Kief (11/5/08)

AGENDA ITEM: Intergovernmental Agreement Regarding Public Sidewalks Around James Field

AGENDA DATE REQUESTED: November 24, 2008

ACTION REQUESTED: Approve Intergovernmental Agreement to Utilize TIF Funds for Public Sidewalks around James Field.

BACKGROUND: The City of Pekin is responsible for the sidewalks within the Public Right Of Way. This improvement is a part of the overall James Field Improvements and is consistent with the City's TIF Redevelopment Plan and Sidewalk Improvements made in the adjacent Downtown Area. This project is within the boundaries of TIF (Tax Increment Financing District) 1. The improvements consist of sidewalks and the base for brick pavers as shown on the Exhibit attached as a part of the Intergovernmental Agreement.

FINANCIAL IMPACT: To not exceed \$40,000 of TIF Funds from Proposed FY2010 Budget

NEIGHBORHOOD CONCERNS: Safety and aesthetic improvements

IMPACT IF APPROVED: New improvements installed

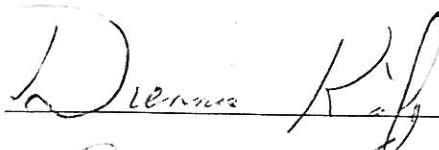
IMPACT IF DENIED: New improvements not installed utilizing TIF Funds

ALTERNATIVES: This part of overall project not undertaken

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

SIGNATURES

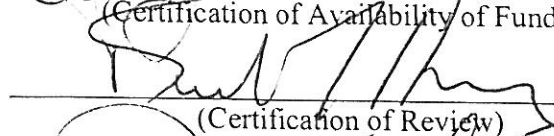
Department Director

 11/15/08
Date

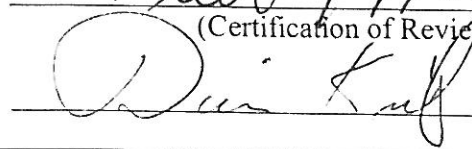
Finance Department

 11-15-08
(Certification of Availability of Funds) Date

Corporation Counsel


(Certification of Review) Date

City Manager

 11/15/08
Date

**INTERGOVERNMENTAL AGREEMENT
REGARDING CERTAIN IMPROVEMENTS TO JAMES FIELD**

THIS AGREEMENT made and entered into on or as of the ____ day of _____, 2008, by and between Pekin Public Schools District 108 ("District 108") located in Tazewell County, Illinois, the City of Pekin, a municipal corporation located in Tazewell and Peoria Counties, Illinois (the "City") and Pekin Park District, a municipal corporation located in Tazewell and Peoria Counties, Illinois (the "Park District").

RECITALS

A. District 108 holds title to James Field, a recreational facility located near the intersection of Court and Eighth Streets in the City ("James Field").

B. District 108 has leased James Field to the Park District under the terms of an intergovernmental agreement dated on or about March 19, 2007 (the "Intergovernmental Agreement").

C. The Intergovernmental Agreement establishes the terms and conditions under which the Park District will make various improvements to James Field for the purpose of increasing its utility as a park and recreational facility.

D. The proposed improvements to James Field include certain concrete work (the "Concrete Work") which will:

1. Connect sidewalks at the corners of James Field with the walking track currently under construction or already completed on James Field; and
2. Provide a base for brick pavers to be installed as part of the improvements to James Field.

E. The City has heretofore created a redevelopment project area (the "TIF District") under authority of the Tax Increment Allocation Redevelopment Act.

F. James Field is located within the TIF District.

G. The City has incremental property tax revenue (the "TIF Funds") which may be lawfully utilized to pay the cost of public improvements within the TIF District.

H. The City is willing to complete the Concrete Work and to pay for that work with TIF Funds.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, District 108, the City and the Park District agree as follows:

1. **COMPLETION OF CONCRETE WORK.** The City shall contract for the completion of the Concrete Work in accordance with plans and specifications therefore which have been developed and jointly approved by the City and the Park District. The City contemplates that it will complete the Concrete Work during its 2009-2010 fiscal year.

2. **PAYMENT FOR CONCRETE WORK.** The City shall pay for the cost of the Concrete Work as hereinabove defined in an amount to not exceed \$40,000 from TIF funds. The current construction estimate for this work is attached as Exhibit A of this Agreement. The drawing showing the location of this work is attached as Exhibit B of this Agreement.

3. **CONSENT BY PARK DISTRICT.** The Park District as lessor of James Field consents to completion of the Concrete Work by the City under the terms and conditions set forth in this agreement and shall cooperate with the City to minimize costs to be incurred by the City in connection with the completion of the Concrete Work.

4. **CONSENT BY DISTRICT 108.** District 108 in its capacity as lessor of James Field consents to the completion of the Concrete Work by the City and acknowledges that completion of the Concrete Work will partially fulfill the obligations of the Park District under the terms of the Intergovernmental Agreement.

5. **NO AMENDMENT OF INTERGOVERNMENTAL AGREEMENT.** District 108 and the Park District agree and acknowledge that this agreement shall not be construed to amend the Intergovernmental Agreement or modify their respective obligations under the terms of the Intergovernmental Agreement.

PEKIN PUBLIC SCHOOLS DISTRICT 108

By 
Its Pres. delt

CITY OF PEKIN

By _____
Its _____

PEKIN PARK DISTRICT

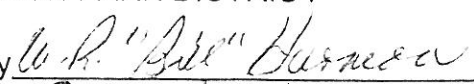
By 
Its President

EXHIBIT A

Areas for construction of new connecting concrete sidewalks – 4" thick

Area A – corner of 8th St. and Broadway Road – 550 s.f.

Area B – corner of Broadway Road and 9th St. – 370 s.f.

Area C – corner of 9th St. and Court St. – 1,400 s.f.

Area D – corner of Court St. and 8th St. - 75 s.f.

2,395 s.f.

Areas for construction of 4" concrete base for installation of bricks by others* – no curbs on base

Area 1 – corner of 8th St. and Broadway Road – 150 s.f.

Area 2 – corner of Broadway Road and 9th St. - 150 s.f.

Area 3 – corner of 9th St. and Court St. - 1,800 s.f.

2,100 s.f.

Total concrete work

4,495 s.f.

4,495 s.f. x \$7.50 per s.f. construction estimate = \$33,710. Estimated Total

*Note: 4" concrete base shall be installed at a elevation to allow installation of bricks on the concrete base that will result in a match with the elevation of the new connecting sidewalks.

EXHIBIT B

James Field Sidewalk and Concrete Base

