



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF OCTOBER 23, 2006
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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 October 9, 2006 and the Special meeting of October 11, 2006*

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 Reports and Minutes: September Fire Report, Planning Commission Minutes, and Airport Minutes

2. Charitable Solicitation: Stroke Victim Carl Kearney Benefit

3. Receive and File Tax Increment Financing Central Business District Fund Financial Statements April 30, 2006

4. Receive and File Planning Commission Hearings and Recommendations:

- a. Hearing #1727 – approval of the Site Plan from Midwest Holdings, LLC for development and operation of an assisted living facility on South 14th Street and Windstar Lane
- b. Hearing #1728 – approval of the Site Plan for parking only submitted by Jeff Hornecker, owner of property, for construction of apartments on Florence Avenue

Action to be taken under New Business.

ACTION: *Motion to approve consent agenda.*

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. NEW BUSINESS

1. Site Plan Florence Avenue Apartments

(JW)

DESCRIPTION: *Approval of Site Plan submitted by Jeff Hornecker for parking only on new Construction as recommended by the Planning Commission. Title 9-10-14 of the Zoning Code requires that the Planning Commission must review all site plans that involve off street parking areas that are not single family or two family dwellings. The 38-space plan exceeds the requirement for 1.5 spaces per unit.*

ACTION: *Motion to approve site plan*

VOTE REQUIRED

2. Site Plan MidWest Holdings

(JW)

DESCRIPTION: *approval of the Site Plan from Midwest Holdings, LLC for development and operation of an assisted living facility on South 14th Street and Windstar Lane*

ACTION: *Motion to approve site plan*

VOTE REQUIRED

3. Agreement with Midwest Holdings, L.L.C.

(JW)

DESCRIPTION: *Dedication of Right-of-Way for extension of Windstar Lane west to 14th Street with costs divided 50/50 between Midwest Holdings L.L.C. and the City of Pekin*

ACTION: *Motion to approve Agreement*

VOTE REQUIRED

4. Illinois Department of Transportation Agreement for Broadway/Parkway Intersection

(JW)

DESCRIPTION: *Federal Funding Agreement with IDOT for the amounts of \$342,500 HHS funds (High Hazard Safety), \$350,000 STU funds (Safety Transportation Urban), with the City's portion being \$307,500*

ACTION: *Motion to approve Agreement*

VOTE REQUIRED

5. Ordinance No. 1462- A 258 - Amending Title 8 of the Code of the City of Pekin Regarding Through Streets

(TG)

DESCRIPTION: *Establishing Velde Drive as a through street from 8th Street to Parkway Drive*

ACTION: *Motion to Adopt Ordinance*

VOTE REQUIRED

6. **Ordinance No. 2497-06/07 - Authorizing the Execution of the IMLRA Minimum/Maximum Contribution Agreement**

(DK)

DESCRIPTION: Authorization of an agreement with Illinois Municipal League Risk Management Association to provide risk management insurance from December 31, 2006 – December 31, 2007 in the amount of \$496,513.08.

ACTION: Motion to Adopt Ordinance

VOTE REQUIRED

7. **Veterans Drive Direction**

(DK)

DESCRIPTION: Authorization to utilize \$500,000 of State funding for land acquisition and/or design of Veterans Drive from Commercial Drive west to Illinois Route 29.

ACTION: Motion to authorize direction of construction

VOTE REQUIRED

8. **Visitor's Bureau Guidelines**

(DK)

DESCRIPTION: Authorization to enact Visitor's Bureau Guidelines.

ACTION: Motion to approve guidelines

VOTE REQUIRED

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council members

Staff

Public Questions

Press Time

X. ADJOURNMENT

With no further action to come before the Council the Mayor declares meeting closed.

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 OCTOBER 9, 2006 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

Megan Hanley, a 4th grade student at Wilson Elementary School, led the Pledge of Allegiance.

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **agenda be approved as presented**. On roll call vote, all present voted Aye.

Minutes

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **Minutes of the Special City Council Meeting of September 21, 2006 and the corrected minutes of the Regular Council Meeting of September 25, 2006 be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Mayor Mackaman reminded the public by Council's approving the consent agenda all the following items read were approved.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the Consent Agenda be **approved as presented**.

1. **Receive and File Reports and Minutes:** Police Department September Report, TPCCC Report, and Tazewell County Animal Control
2. **Proclamation:** "International Alpha Delta Kappa Month" October 2006
"National Fire Prevention Week" October 8-14, 2006
"National Physical Therapy Month" October 2006
3. **Ordinance No. 2493-06/07-- Changing the street name of Lick Creek Drive to Velde Drive**

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

MONTHLY DEPARTMENT REPORT

Police Chief Timothy Gillespie presented in a Power Point the monthly department head structure and operations for the **Police Department**. He described the roll of the organizational levels; command officers, investigations, patrol, records, honor guard, K-9 unit and bike patrol, as well as events sponsored during the year, Night Out Against Crime and COPS for Kids. Chief Gillespie told Council that Pekin does not have a gang problem and that Pekin has a low crime rate compared to other communities of the city's size.

New Business

INTRODUCTION OF NEW ECONOMIC DEVELOPMENT DIRECTOR

City Manager Dennis Kief introduced to Council the newly hired department head, Steve Brown.

Corporation Counsel provided context for the next three ordinances presented. Attorney Dancey advised that the Planning Commission over a year ago recommended that review of special use for the sale of alcohol be removed from the duties of the commission and the responsibility now that there was a Liquor Commission be appropriately place under their direction. The following amendments to Titles 9-Zoning and 3-Liquor Code provided that language change. The third ordinance amended the provision for payment of all annual fees to be paid in one payment.

ORDINANCE NO. 2494-06/07**AMENDING TITLE 9, CHAPTERS 6, 7, AND 8 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SPECIAL USE OF LIQUOR PREMISES**

Motion by Com'r. Maddox, seconded by Com'r. Blanchard, that Ordinance No. 2494 -06/07 be adopted. The language removed the requirement for the Planning Commission to consider Special Use request for alcoholic liquor sales. On roll call vote, all present voted Aye.

ORDINANCE NO. 2495-06/07**AMENDING TITLE 3, CHAPTER 3 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING LIQUOR CODE AND SPECIAL USE FOR LIQUOR SALES**

Motion by Com'r. Maddox, seconded by Com'r. Blanchard, that Ordinance No. 2495 -06/07 be adopted. The language required the Liquor Commission to consider Special Use request for alcoholic liquor sales. On roll call vote, all present voted Aye.

ORDINANCE NO. 2496-06/07**AMENDING TITLE 3, CHAPTER 1 AND 3 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING LICENSE FEES AND PAYMENTS**

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that Ordinance No. 2496 -06/07 be adopted. The language provided one-time payment for Liquor Fees due on May 1 of each year. Com'r. Blanchard spoke in opposition to the change and emphasized removing the ½ payment option especially for a \$1,200 liquor license fee placed a burden on small businesses. Com'r. Maddox questioned how many applicants chose the available ½ payment and City Clerk Sue McMillan confirmed 4 licensees out of 40+ licenses issued. Com'r. Dagit noted that all businesses need to plan for expenses throughout the year. On roll call vote, Ayes, Jones, Maddox, Dagit, Mackaman.; Nay, Blanchard. Motion Carried.

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **AGREEMENT WITH TAZEWell COUNTY FOR A GRANT TO BE USED FOR THE CITY'S RECYCLING PROGRAM IN THE AMOUNT OF \$67,000**, be approved. Council was informed that the agreement was monitored in compliance with the County Solid Waste Management Plan. On roll call vote, all present voted Aye.

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **AGREEMENT WITH TAZEWell COUNTY FOR A GRANT TO BE USED FOR THE PURCHASE OF A RECYCLING COLLECTION TRUCK IN THE AMOUNT OF \$35,000**, be approved. Council was informed that the grant was to be monitored in compliance with the County Solid Waste Management Plan. Greg Ranney, Director of Solid Waste, was credited for seeking the additional grant for the purchase of the truck used in the City's recycling program. On roll call vote, all present voted Aye.

RESOLUTION NO. 167-06/07**FINAL PLAT OF MARIGOLD ESTATES PHASE 12**

Motion by Com'r. Jones, seconded by Com'r. Dagit, that Resolution No. 167-06/07 be adopted. A Final Plat for the continued development of Marigold Estate of 35 residential lots on the north side of Pekin was presented. The developer had provided satisfactory evidence of construction drawings to staff. The approval was recommended after review by the Planning Commission at Hearing #1700 and Hearing #1715. (2 preliminary plats requested in one final) On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Mackaman requested that Council members meet with the City Manager to give him their thoughts about the proposed five-year capital and personnel budgets in order to prepare the draft of the operational budgets. The Mayor distributed to Council his Visitor's Bureau Program Proposal along with his comments. He would asked for Council action at the next meeting. The Mayor also announced as a follow up to discussion at a previous meeting regarding Sunset Hill Lake Estates Development, the staff would set aside money in the budget for a study to determine what shape the dam was in and at what cost there would be to maintain it.

He then asked City Clerk Sue McMillan to announce the order of important dates for the upcoming municipal elections

- Nominating petitions available – circulation date was September 19, 2006
- Filing Period December 11-18, 2006
- Consolidated Primary Election February 27, 2007 (if necessary)

- General Election April 17, 2007

The Mayor drew attention to the hazards that political signs on public right-of-way can cause. He informed the public that the Code would be strictly enforced with no warning. Signs could be retrieved at the Public Property Building on Koch Street.

Birthday greetings for a Happy 55th were extended to Public Works Director Joseph Wuellner.

Steve Thompson, Director of Tazewell Pekin Consolidated Communications Center was acknowledged for being chosen 1 of 16 people nationwide to create a national response plan for 911 dispatchers.

Council agreed, after some opposition to using Council meeting time and setting special dates, to call a Special Meeting to consider the adoption of a resolution urging the Governor and Legislature to address the projected 55% increase in the costs of electricity. To comply with the 48-hour notice of the Open Meetings Act the time was set for Wednesday, October 11, 2006 at 6:35 p.m.

City Manager Dennis Kief informed Council that he would be meeting with each of the departments to discuss their budget submissions on Thursday, October 19, 2006. The Fire Department was commended for their successful Open House on Saturday, October 7, 2006. The Manager told the Council about his support for the Mets in the baseball championship games and how he became a Mets fan.

Chief Timothy Gillespie informed Council that the Administrative Secretary to the Police Department, Marsha Craven, left the position to help with her grandchild. Best wishes were extended to her.

Public Works Director Joe Wuellner, made Council and the public aware of the size requirement for campaign signs.

Fire Chief Chuck Lauss thanked all that attended and made the Fire Department Open House a success. He announced that the department would be celebrating 100 Years as a paid department in May, 2007 with a bigger event.

Crystal Dagit 1413 Charlotte Street thanked the City Council for their support of the Scott Altman Program at the Dome sponsored by Tazewell County Historic Places Society.

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

Motion by Com'r. Jones, seconded by Com'r. Dagit, that Council move to Executive Session at 6:30 P.M. to discuss Litigation 5 ILCS 120/2 (c.) 11 and Personnel 5 ILCS 120/2 (c) 1. On roll call vote, all present voted Aye. The Council returned to open session.

No further business to come before the Council, Mayor Mackaman called the meeting closed.

COUNCIL ADJOURNED AT 7:53 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE CONFERENCE ROOM OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON WEDNESDAY, OCTOBER 11, 2006 AT 630 O'CLOCK P.M.
FRANK H. MACKAMAN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, MADDOX, DAGIT, AND BLANCHARD

ABSENT: COMMISSIONER JONES

Council received an agenda and proper notice was posted on Monday, October 9, 2006, of a special meeting, called by the Council at the regular meeting on October 9, 2006, to consider the adoption of a resolution urging the Governor and Legislature to address the projected 55% increase in the costs of electricity.

Pledge of Allegiance was led by Mayor Mackaman.

Roll was called at 6:35 p.m. Commissioners Maddox, Dagit, and Blanchard were present. Commissioner Jones was absent. A quorum was present.

Mayor Mackaman briefed the Council that Commissioner Jones did not attend the meeting because of a possible conflict of interest. Com'r Jones had advised the Council he was employed by CILCO for nearly 42 years and received a monthly pension from the utility company

Agenda

Motion by Com'r. Blanchard, seconded by Com'r. Maddox that the **agenda be approved as presented**. On roll call vote, all voted Aye.

New Business

The Mayor advised that different approaches could be taken on deliberation of the issue and presented a draft resolution encouraging the Governor to address projected electricity rates.

Com'r. Blanchard stated the rate hikes were unwarranted. He felt the legislators were using the issue for votes at the risk of the citizens. He noted residents would be paying more than once because taxing bodies would compensate for the extra costs by increasing taxes.

Com'r. Dagit proposed a new draft indented to support action by Governor and in addition, provided language to extend the three-year freeze. Requesting the freeze would mirror the House Bill. Debate followed as to the appropriate wording. Comr's. Blanchard and Maddox argued the request for the freeze in rates was partisan in nature. Com'r. Maddox stated he was not against a rate freeze but felt politics should not enter into discussion or consensus. In an informal straw vote, on the appropriateness of adding the language to freeze rates, the opinion was split. Com'r. Blanchard noted he had questioned residents in an informal survey and they agreed relief in the form of a freeze was necessary. Discussion continued on what actual effect including the language would have on the decision in Springfield.

Com'r. Blanchard then withdrew his position to include the language in order to arrive at a consensus.

RESOLUTION NO. 168-06/07

Motion by Com'r. Maddox, seconded by Com'r. Blanchard that Resolution No. 168-06/07 be adopted and be made part of the record.

WHEREAS, the residents of Pekin and other residential customers in Central Illinois face the prospect of up to a 55% increase in the costs of electricity as supplied by Ameren CILCO, due to the approval of a rate hike by the Illinois Commerce Commission;

WHEREAS, the impact of an increase of that magnitude would have severely negative⁸ consequences for the citizens of Pekin, especially those on limited and fixed incomes;

WHEREAS, the impact of an increase of that magnitude would have negative consequences on the operating budget of the City of Pekin and other area governmental bodies;

WHEREAS, the Governor and legislative leaders are working to address the situation and give relief in a proposed special session General Assembly meeting for that purpose, and

WHEREAS, the City Council of Pekin believes that a legislative solution and relief are in the best interests of the citizens of Pekin;

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

1. That the City of Pekin support the Governor and the Legislature working together, in special session, before the winter and before implementation of the proposed rate increase, for the purpose giving relief to the citizens of Illinois and to the citizens of the City of Pekin, so as to prevent the hardships and difficulties such an increase would impose upon the public.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 11th day of October, 2006; and upon roll call the vote was as follows:

AYES: Blanchard, Dagit, Maddox, and Mackaman

NAYS: _____

ABSENT: Jones

ABSTAINING: _____

APPROVED this 11th day of October, 2006.

MAYOR

ATTEST:

CITY CLERK

On roll call vote, all voted Aye.

No further business to come before the Council, Mayor Mackaman adjourned the meeting.

COUNCIL ADJOURNED AT 7:08 P.M.

Sue E. McMillan
City Clerk



City of Pekin

October 13, 2006

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department September 2006 report.

Chuck Lauss
Fire Chief
City of Pekin Fire Department

During the month of September 2006, the Pekin Fire Department responded to 246 calls total dollar loss was \$93,250.00.

Of this total 182 (approximately 74.59%) were emergency medical calls, 64 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 4 fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$93,250.00 for the month.

On September 9, 2006, Fire Fighters responded to a report of a structure fire at 1320 S. 11th Street. Upon arrival, smoke was coming from the window, and flames were visible interiorly. Entry was made through the apartment door, and the fire was extinguished with a 1 3/4 inch hand line. Fire is still under investigation. Fire cause is believed to be from an overloaded extension cord. City inspector Ron Sieh determined the building to be inhabitable until electrical repairs were made. Total dollar loss is estimated at approximately \$12,000.00.

On September 10, 2006, Fire Fighters responded to a report of a vehicle fire at 1001 Court Street. Owner using a fire extinguisher extinguished the fire. Total dollar loss is estimated at approximately \$2,000.00.

On September 18, 2006, Fire Fighters responded to a report smoke coming from a roof at 3205 Court, Street. Upon arrival smoke was emitting from the NW corner of building from the upper façade area. E2/R2 laddered structure and accessed façade by cutting it open. E3 laid a line. TR3 deployed aerial from Northside. T1 positioned on SE corner. T1 controlled utilities. Fire extinguished with 1 ¾ inch line from E2. Fire appeared to be an electrical failure in wall enclosure of façade. Building inspector contacted. Total Dollar loss is estimated at approximately \$3,000.00.

On September 23, 2006, Fire Fighters responded to a report of a structure fire at 2120 Highwood. Upon arrival found heavy smoke and flames. The kitchen of the 1 story ranch house with a basement was totally involved with fire lapping out of the window into the siding and soffit. F-3 called in 4 people to man the reserve at the park. T1 went in with a 1 ¾ cross lay and knocked down the fire. It had gone through the ceiling and was extending into the rafters. E2 laid a line from the hydrant while E3 ventilated the roof above the fire to let the smoke and heat out. There was a lot of heat and smoke damage throughout the main floor. The smoke detector was found in the hallway melted on the floor with a battery. It was mentioned to the homeowner for safety reasons. No one was home at the time of fire. Fire was investigated. Overhaul was completed and all units cleared. Total dollar loss is estimated at approximately \$75,000.00.

On September 29, 2006, Fire Fighters responded to a report of a fire in the kitchen of the apartment at 2028 Westgate. Upon arrival smoke was showing from the apartment. Fire was extinguished upon arrival. Used PPV fan to ventilate apartment. 13-year-old daughter was cooking on stove and left area unattended. Fire originated in a pan of grease. Total dollar loss is estimated at approximately \$1,250.00.

Total calls for the month of September 2006 were 246 and are as follows:

Fire	10
Rescue and EMS	182
Hazardous Materials	4
Other types of calls	50

Total dollar loss for the month of September 2006 was approximately \$93,250.00.

The month of September was a busy month in the Fire Prevention Office. The month kicked off with bang in Springfield Illinois with a meeting at the OFSM training for Fire Inspectors at the Prairie Capital Convention Center. The class was mandatory for all city fire inspectors to attend and dealt with the issue of Indoor Pyrotechnic Displays. Several Fire Prevention Inspections were performed by the 3 fire stations and this resulted in several safety follow-ups by this office. NICOR gas of Bloomington sponsored some hands on training at the Tazewell County Fire Meeting in Mackinaw, IL on September 13. We attended the LIVE WIRE electrical safety class held here sponsored by COM ED. We attended the MABAS/ILEAS Region 10 weapons of mass destruction meeting at the American Red Cross on September 12. House bill 2693 introduced this spring made it mandatory that all fire departments participate in a hands on review with school officials for there safety plan. We attended:

1. Pekin High School 9-13-06
2. Good Shepherd Lutheran School 9-25-06
3. Schramm School 9-26-06
4. St. Josephs Catholic School 9-26-06
5. Pekin Grade School Dist 108 9-28-06

We attended the Pekin Estates Safety Talk for 30 residents of the High Rise at Pekin Estates. On September 18, 2006 we held Fire Prevention Safety Bingo for 50 residents at the Pekin Estates. On September 18, 19, 20 we had all members of the Pekin Fire Department tour the McKenzie Building downtown at 11 S. 4th St Pekin as they are in the process of remodeling and have brought the building up to fire code.

The Pekin Fire Department was the host site for a Tazewell County Car Seat install class on 9-21-06 at the Fire Station # 1.

In addition to responding to contractors calls at the Kroger remodel, Wal-Mart remodel, SONIC, Starbucks coffee. Enviro-Safe at 100 Caroline was written a letter to remedy several fire safety violations. Pekin High Schools fire alarm was tested as the school has transitioned to 1 alarm for the 2200 students instead of 3 local alarms.

This is a brief overview of the months' 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

Pekin Planning Commission Minutes
September 13, 2006

Present:

Jim Bradshaw
Ron Knautz, Vice Chairman
Ralph Brower
Bill Craig
Scott Nichols

Absent:

Steve Huey
Bob Schroeder
Don Hild, Chairman
Michele Long

Vice 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 Oberle

Vice Chairman Ron Knautz presented changes to the Agenda as follows: Application #1 to read Site Plan for parking only and on Application #2 to read Conceptual and Zoning Review

MOTION by Jim Bradshaw, Seconded by Bill Craig to approve the agenda as amended. On roll call vote, (4) present voted **AYE** and (1) present voted **NAYE**. **MOTION APPROVED.**

Vice Chairman Ron Knautz asked for approval of the minutes from the September 13, 2006.

Bill Craig noted he was present and Jim Bradshaw was absent at the last meeting.

MOTION by Ralph Brower seconded by Scott Nichols to approve the minutes as corrected from the September 13, 2006 meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

City Council Action Report:

The City Council approved the following:

Hearings #06-1726 / Special Use development and operation of an assisted living facility on S 14th Street and Windstar Lane form Midwest Holdings, LLC.

PPC Correspondence: No Correspondence

Applications and Hearings:

Application #1: Jeff Hornecker

Hearing #1/06-1728:

Site Plan for parking only for Florence Apartments zoned RM-3 (Multiple Family Residential).

Open Public Hearing: 6:36PM

There was no representation present.

Close Public Hearing: 6:37PM

Vice Chairman Ron Knautz stated there was no committee meeting and reminded the commission this is only in regards to parking.

Bill Craig inquired if 1.5 spaces is the all that is required per unit.

Vice Chairman Ron Knautz confirmed his inquiry.

Bill Craig stated they exceed our requirement of 30 spaces as they have 38 spaces proposed.

Ralph Brower stated the parking is also located in the back of the building.

MOTION by Ralph Brower, seconded by Bill Craig to recommend approval of the Site Plan for parking only for the Florence Apartments to the Pekin City Council On roll call vote, All present voted **AYE. MOTION APPROVED.**

Application #2: Bill Lehman

Hearing #1:06-1729

Conceptual and Zoning Review pending Annexation for Property located in Groveland Township.

Open Public Hearing: 6:39PM

Bill Lehman was present for questions.

Close Public Hearing: 6:39PM

Bill Craig asked Bill Lehman what was the flexibility of the Plan.

Ron Sieh explained that the usual requirement of an annexation is the City wants to know what the intentions for the development of the land are.

Bill Lehman gave a brief explanation of each zoning and what would be developed in each area by the color-coding on the Conceptual Site Plan.

Ralph Brower asked Attorney Oberle what type of motion needed to be made for this plan?

Attorney Oberle stated that nothing formal for the City Council would come from this hearing. This is the beginning of a time process. When the Preliminary Plat is presented in November, a formal recommendation will take place.

Jim Bradshaw stated he is concerned with the I-1 zoning for mini storage. His main concern is if a mini storage does not happen what would be placed in that area.

Attorney Oberle stated that a motion could include a caveat that if a mini storage is not constructed zoning would be reverted back to B-1.

MOTION by Bill Craig, seconded by Scott Nichols to accept the Conceptual and Zoning plan as presented with a caveat that the I-1 zoning be limited to mini storage and if not constructed as planned, it would revert back to B-1 zoning. On roll call vote, All present voted **AYE**. **MOTION APPROVED**

INFORMAL:

**1. Setting of meeting date for LaSalle Bank Case
Rulings Discussion**

Ralph Brower will present the discussion at the next regular meeting in November if time allows. It will be placed on the Agenda under Informal.

2. Policy, By Laws and Membership Committee

Ralph Brower was the only Committee member present for the Committee meeting. He has a few changes and will be presenting the New By Laws before the Commission next month.

Ron Sieh stated that he would also be adding to the Agenda some of the changes in the Planning Commission and Zoning Rules regarding the address of issues. This is due to the Jewel Store case in Chicago.

Vice Chairman Ron Knautz to adjourned the meeting.

Meeting adjourned at 7:10pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

City of Pekin
Airport Commission Meeting Minutes
September 13, 2006

Commissioners: Present –Charles Thomas, Lillard Hedden, Bob Ehrich, & Mike Fort
Attendees: Joe Wuellner, Lori Justus, Ric Woldow, Murray Brian, Al Lurie, Rick Cunningham and Mayor Mackaman

Acting Chairman Thomas opened the meeting at 3:00pm.

Old Business:

1. Mr. Wuellner stated that he had not had time to get quotes from vendors to put a liner on the roof of the big hangars.
2. Ms. Justus reported that fuel sales seem to be increasing on weekends with the lower fuel prices.
3. Ms. Justus reported that only one card had been turned back in response to the letter sent out by Mr. Byerly. Because of the fact that cards are no longer available, the system is being changed to a key system.

New Business:

1. Roger Fennel, CMT, was present to go over the current TIPS. Due to some changes in the funding regulations, project order had to be changed in order not to lose any federal funds. The final copy will be sent and reviewed at the next meeting prior to the official meeting in Springfield on October 19th at 3pm.

General Discussion:

A discussion on the status of the farming lease and snow removal contract was held. It was decided to get hourly prices from the snow plow firm from last year to see if there was any significant change. Nothing has changed on the farm lease and Mr. Wuellner will discuss it with City legal staff.

No other business came before the commission and the meeting was adjourned at 4:00 PM.

Next meeting will be October 11, 2006 at 3pm.



City of Pekin



MR Mayor & Council

I request permission to conduct a benefit for stroke victim Carl Kerney. Carl is unable to care for himself & his family has chosen to care for him at home, rather than place him in a nursing home. The benefit will consist of an auction, raffles, food and live entertainment. If approved it will be held "inside" FRIENDS tap @ 200 Derby St on November 18th. The proceeds will go to the Kerney family for Carl's special needs.

Regards

Dan Randleman (owner-Friends Tap)

CITY OF PEKIN, ILLINOIS
TAX INCREMENT FINANCING -
CENTRAL BUSINESS DISTRICT FUND

FINANCIAL STATEMENTS

APRIL 30, 2006

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

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WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Pekin, Illinois

We have audited the accompanying financial statements of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2006, as listed in the table of contents. These financial statements are the responsibility of the City of Pekin, Illinois management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Tax Increment Financing-Central Business District Fund and do not purport to, and do not present fairly the financial position of the City of Pekin, Illinois as of April 30, 2006 and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of April 30, 2006, and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Willock Warning & Co, PC

WILLOCK WARNING & CO., P.C.

September 21, 2006

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

BALANCE SHEET

APRIL 30, 2006**ASSETS**

Cash	\$ 141,146
Investments	249,607
Receivables	43,833
Due from other funds	<u>10,614</u>
Total assets	<u>\$ 445,200</u>

LIABILITIES AND FUND BALANCE

Liabilities:	
Accounts payable	\$ 595
Fund balance	<u>444,605</u>
Total liabilities and fund balance	<u>\$ 445,200</u>

The notes to the financial statements are an integral part of this statement.

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
YEAR ENDED APRIL 30, 2006

Revenues:

Sales tax increments-state	\$ 173,760
Sales tax increments-city	230,827
Real estate tax increments	504,873
Investment earnings	7,079
Rental of property	<u>2,000</u>
Total revenues	<u>918,539</u>

Expenditures:

Administration	37,005
Redevelopment	773,145
Debt service:	
Interest	83,366
Principal	<u>150,000</u>
Total expenditures	<u>1,043,516</u>
Deficiency of revenues over expenditures	(124,977)

Other financing sources:

Bond proceeds	1,000,000
---------------	-----------

Excess of revenues and other financing sources
over expenditures

875,023

Fund balance (deficit), beginning of year

(430,418)

Fund balance, end of year

\$ 444,605

The notes to the financial statements are an integral part of this statement.

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2006**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES****a) Reporting Entity**

The Tax Increment Financing-Central Business District Fund (the TIF-CBD Fund) is a separate fund of the City of Pekin, Illinois. It is included in the governmental activities in the Statement of Net Assets and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the TIF-CBD Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

The City of Pekin established the TIF-CBD Fund by Ordinances dated November 11, 1986 pursuant to the Illinois Tax Allocation Redevelopment Act. The purpose of the fund is to account for resources and expenditures arising in connection with redevelopment of a certain designated project area pursuant to a plan for redevelopment. The Fund was due to expire in 2009. In 2005 the State of Illinois, through the legislative process, extended the real estate tax exemption to the year 2021. On June 28, 2004 the City of Pekin passed an ordinance extending the sales tax provisions through the year 2013. The additional time is needed to complete the redevelopment project and retire the debt obligations used to finance the project costs.

b) Basis of Accounting

The modified accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when received in cash unless susceptible to accrual or of a material amount and not received at the normal time of receipts, is followed.

NOTE 2 - RECEIVABLES/DUE FROM OTHER FUNDS

At April 30, 2006 the TIF-CBD Fund was owed \$43,833 by the State of Illinois for state incremental sales taxes earned in the quarter ending March 31, 2006.

The TIF-CBD Fund was owed \$10,614 from the City's General Fund and Solid Waste Fund at April 30, 2006 resulting from expenditures made by the TIF-CBD Fund that were obligations of those two Funds.

NOTE 3 - LONG-TERM DEBT

The following is a summary of changes in long-term debt for the year ended April 30, 2006:

	Balance <u>4/30/05</u>	Bond <u>Additions</u>	Bond <u>Retirements</u>	Balance <u>4/30/06</u>
General Obligation Bonds:				
Refunding Series 2004	\$ 1,410,000	\$ -	\$ (150,000)	\$ 1,260,000
Series 2004	<u>405,327</u>	<u>1,000,000</u>	<u>-</u>	<u>1,405,327</u>
	<u>\$ 1,815,327</u>	<u>\$ 1,000,000</u>	<u>\$ (150,000)</u>	<u>\$ 2,665,327</u>

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2006

NOTE 3 - continued

A brief description of the above long-term debt obligations is as follows:

General Obligation Refunding Bonds, Series 2004

These bonds were issued to refund the outstanding bonds of the Series 1993-A issue. The bonds are dated October 15, 2004 and are due in annual installments ranging from \$165,000 to \$195,000. Interest rates range from 2.3 percent to 3.65 percent.

\$ 1,260,000

General Obligation Bond, Series 2004

On October 19, 2004, the City issued a general obligation bond in the amount of \$2,950,000 for the purpose of financing equipment and vehicle purchases, infrastructure work, and riverfront park improvements within the TIF-CBD area. At April 30, 2006, the City had drawn down \$2,891,347 of the total bond issue. The amount of funds used for the TIF-CBD project at April 30, 2006 totaled \$1,405,327. It is anticipated that the repayment of debt obligations by the TIF-CBD Fund will be proportional to the amount of funds used for the TIF-CBD project. At April 30, 2006, annual principal payments for the entire outstanding bond balance is \$368,750 beginning July 1, 2006. The interest rate is 3.894 percent.

	1,405,327
Total	\$ 2,665,327

Debt Service

The anticipated annual debt service requirements applicable to the TIF-CBD Fund for the principal and interest on the bonds outstanding at April 30, 2006 are as follows:

Year <u>Ended</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2007	\$ 344,213	\$ 89,967	\$ 434,180
2008	349,213	79,193	428,406
2009	354,213	67,794	422,007
2010	359,213	55,741	414,954
2011	364,213	43,092	407,305
2012-2014	894,262	49,418	943,680
	\$ 2,665,327	\$ 385,205	\$ 3,050,532

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2006

NOTE 3 - continued

Bond Defeasance

In August, 1992, the City provided for the defeasance of a portion of its General Obligation Corporate Purpose Bonds, Series 1990, by placing funds in an irrevocable trust with an escrow agent to provide for future debt service payments. The funds have been invested in U.S. Treasury obligations that, together with interest earned thereon, will provide amounts sufficient for future debt service payments of interest and principal on the issue which totaled in principal \$640,000 at the date of defeasance. As a result, these bonds are considered to be defeased and the liability for the bonds has been removed from the noncurrent liabilities on the City's Statement of Net Assets at April 30, 2006.

CITY OF PEKIN, ILLINOIS
TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND
CASH ANALYSIS
YEAR ENDED APRIL 30, 2006

Cash balance (overdraft), beginning of year \$ (178,081)

Deposits:

Sales tax increments-state and city	\$ 399,752	
Real estate tax increments	504,873	
Investment earnings	7,079	
Rental of property	2,000	
Bond proceeds	<u>1,000,000</u>	1,913,704

Expenditures:

Administrative and redevelopment expenses	809,555	
Debt service payments	233,366	
Payments on previous year's accounts payable	296,010	
Payments on behalf of other City funds	5,939	
Investments in money market fund	<u>249,607</u>	<u>1,594,477</u>

Cash balance, end of year \$ 141,146

Ending balance by source:

Sales tax increments	\$ 99,813
Real estate tax increments	38,873
Investment earnings	460
Rental of property	<u>2,000</u>
Total	<u>\$ 141,146</u>

The notes to the financial statements are an integral part of this statement.

WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE

We have audited the financial statements of the City of Pekin, Illinois for the year ended April 30, 2006, and have issued our report thereon dated September 21, 2006.

We have also audited the City of Pekin's compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project. The management of the City of Pekin, Illinois is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the City of Pekin, Illinois' compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the City of Pekin, Illinois complied, in all material respects, with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project.

Willock Warning & Co, PC

WILLOCK WARNING & CO., P.C.

September 21, 2006

Pekin Planning Commission
October 11, 2006

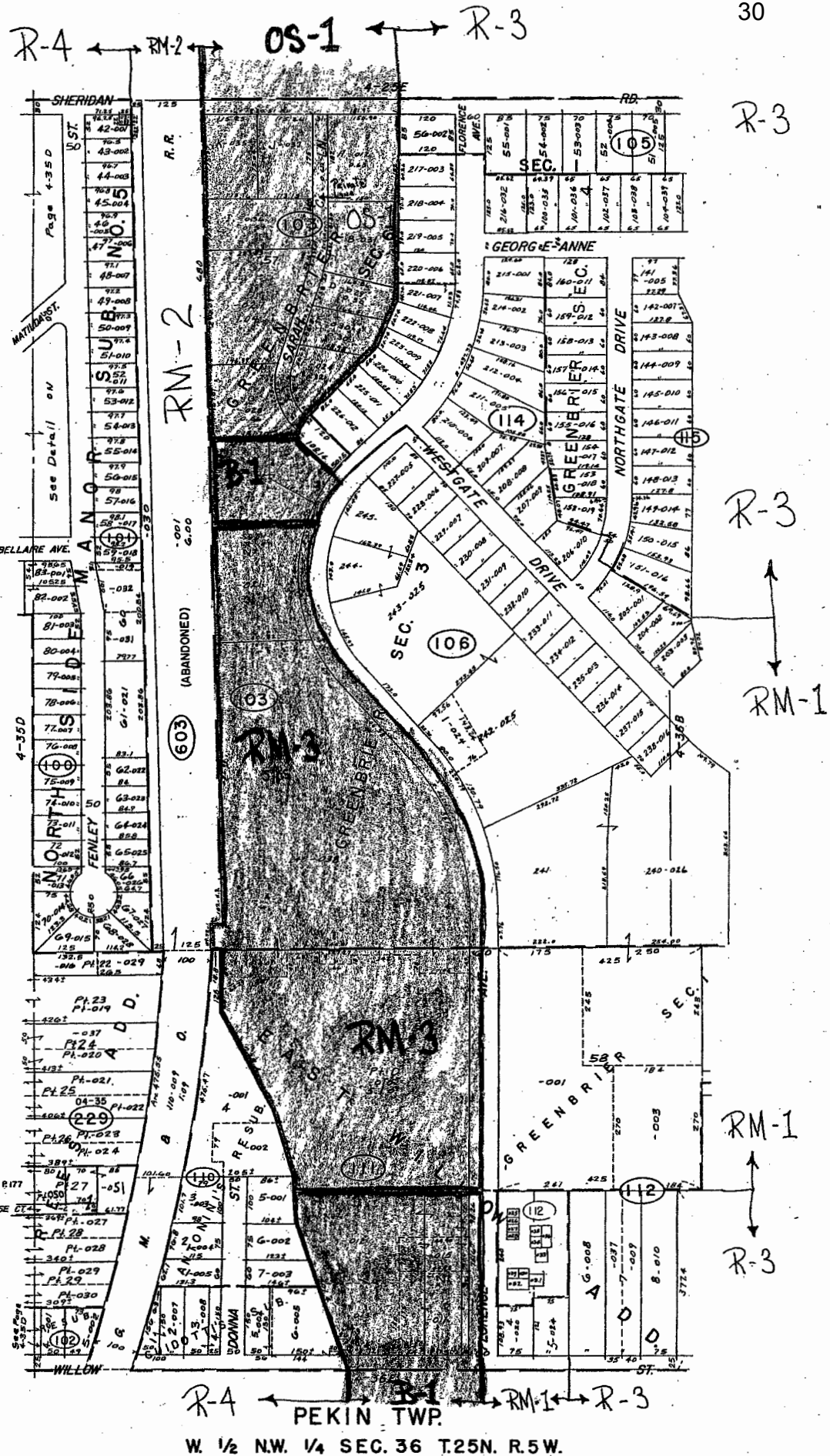
HEARING #06-1728

The Pekin Planning Commission recommends to approve, the Site Plan for parking only for Jeff Hornicker, Owner of property known as Florence Avenue Apartments with the Legal Description as Greenbrier Subdivision Sec 3 NW ¼ Sec 36 Lot 246 Exc N 185.59' to the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman

2002
03



Copyright 1967

SCALE: 1" = 100'

4-36A

PEKIN TWP.
W. 1/2 N.W. 1/4 SEC. 36 T.25N. R.5W.

SITE PLAN CHECKLIST(parking area only)

Developer (Project) Name Florence Street Apartments

Developer Jeff Hornecker

Developer Address _____

Developer Phone # _____

Developer Contact Person _____

Subdivision Name _____

10/21/06

<i>Required Information – Approval Dates</i>		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	N/A		See sidwell map	
2.	Legal Description	N/A		See sidwell map	
3.	1"=100' Minimum Acceptable Scale	✓		OK	
4.	Date and North Arrow	✓		OK	
5.	Public Access	✓		OK	
6.	Lot Layout, Dimension and Setbacks (Site Plan)	✓		Ok	
7.	Easements			Must show on construction drawings	
8.	Wetlands Sign Off	N/A		N/A	
9.	Mines Sign Off			Will Need	
10.	Groundwater Recharge Sign Off	N/A		N/A	
11.	Sanitary Sewer Locations, Size	N/A		Must show on construction drawings	
12.	IEPA Sanitary Sewer Permit	N/A		Will need	
13.	Storm Sewer Location and Size	N/A		Will show on construction drawings	
14.	Storm Water Retention	N/A		Must provide	
15.	Proper Zoning RM-3	✓			
16.	Setback Compliance	✓		OK	
17.	Parking Spaces and Surface (38 provided, 30 required)	✓		OK	

18.	Erosion Control	N/A		Will provide during construction	
19.	Sidewalks	MUST INSTALL		City walks ?	
20.	Landscaping	N/A		Must provide on construction drawings	
21.	ADA Compliance	✓		All lower units will be ready	
22.	Driveway Openings (curb cuts)	✓		OK	
23.	IDOT Permit (curb cuts)	N/A		N/A	
24.	Enterprise Zone Area	↓		N/A	
25.	TIF Area	↓		N/A	
26.	HUD Entitlement Area	↓		N/A	
27.	Signage Exterior	N/A		None shown ?	
28.	Lighting Exterior	N/A		None Shown ?	
29.	Floor Plan Shown and Dimensions (Building Layout)	✓		Shown	
30.	Screening or Fencing – Barbed Wire or Electric	✓		Dumpster, OK	
31.	Loading and Unloading Areas Shown and Dimensions	✓		Parking lot	
32.	Water Supply Location	N/A		Will show on construction drawings	
33.	Fire Hydrant Location	N/A		Will show on construction drawings	
34.	Street Address	TBD		Will assign	
35.	Property abuts residential district or is across the street from residential district.	Yes		Yes, OK	

Public Works Comments:

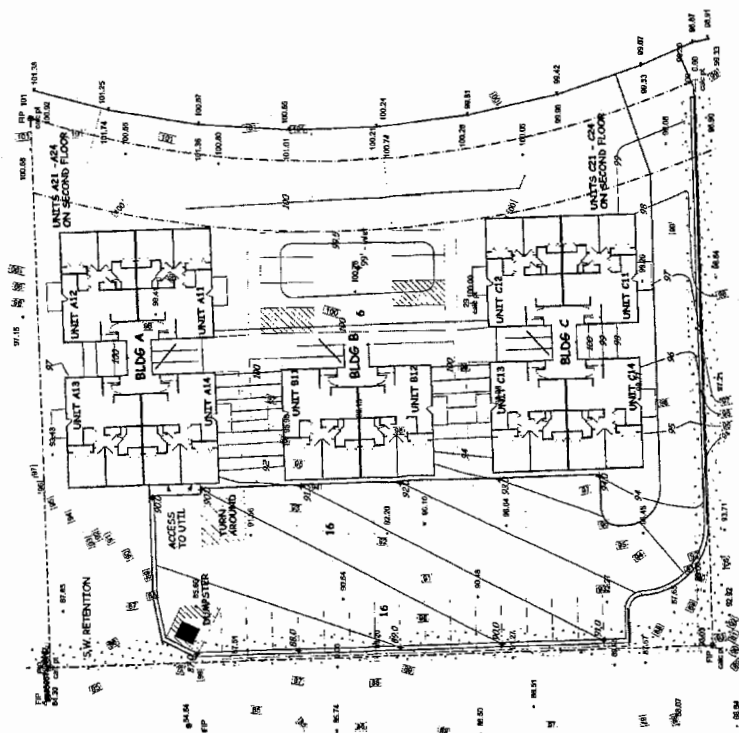
Drawing shows all needed spots for parking. Const. divg MUST give more details as noted by Code Off.

City Engineer Comments:

Code Enforcement Comments: **Under Title 9-10-14 of the Zoning Code the Planning Commission must review all site plans that involve off street parking areas that are not single family or two family dwellings.**

Fire Chief Comments:

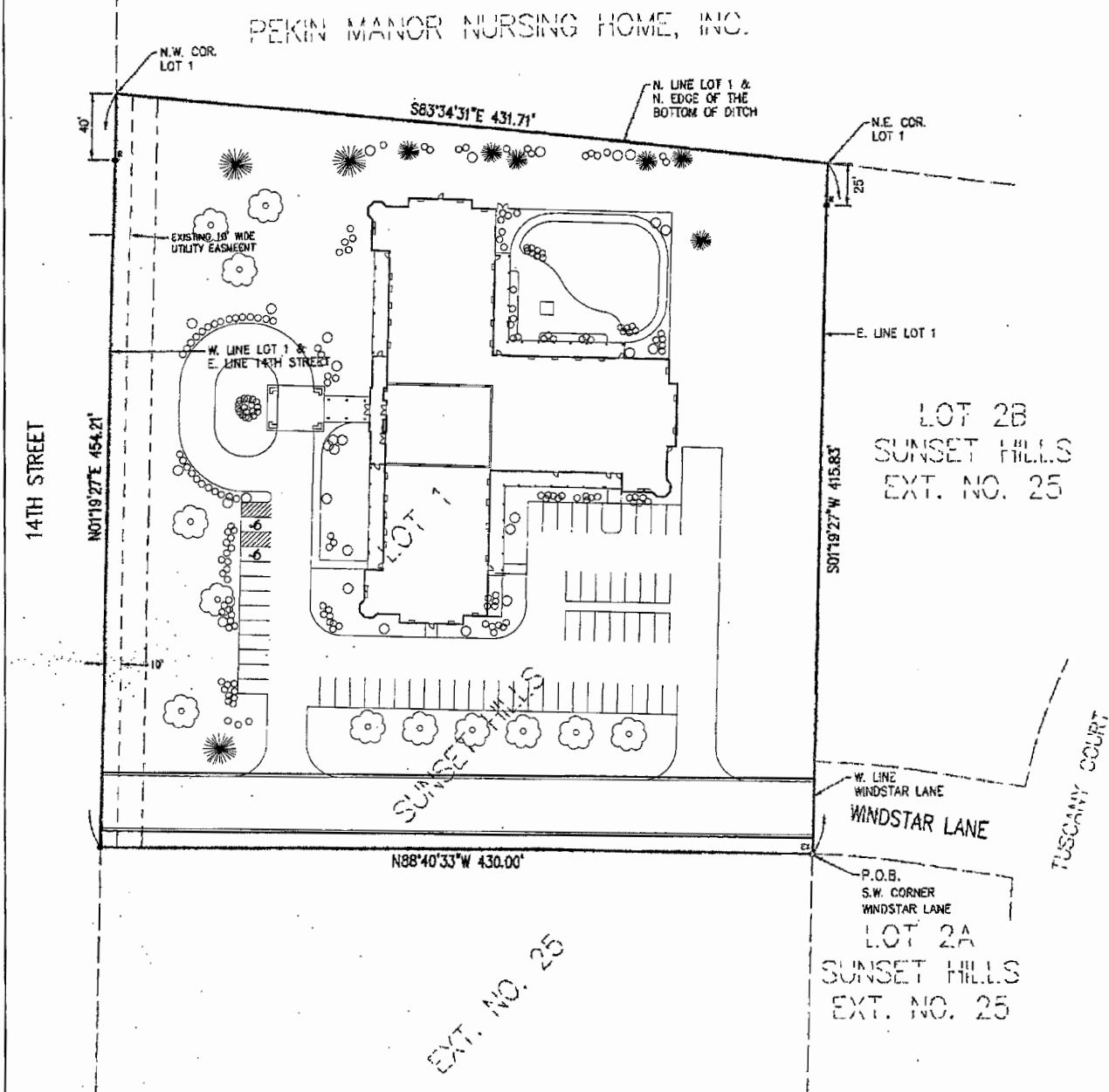
Other Comments:



38 cars, 20 units
 0 8 16 24 40 64 96ft
 north

01 SCHEMATIC SITE PLAN

Florence Avenue Apartments FOR: HORNECKER CONSTRUCTION COMPANY PEKIN, ILLINOIS		Loral Design, L.L.O. Loral Design LLC 2800 West Harding Avenue, Ste. 312 West Chicago, IL 60091-4971		phone/fax: 800-437-0229 312-461-1111 loral@loral.net L. License 0000996 Exp. Date: 12/31/04		Sheet: 34 Project #: 0603 Date: August 28, 2003 Set #	
--	--	---	--	--	--	--	--



AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF PEKIN, an Illinois Municipal Corporation, hereinafter referred to as “Pekin” and MIDWEST HOLDINGS, L.L.C., a Limited Liability Corporation, hereinafter referred to as “Developer”, witnesseth:

RECITALS

WHEREAS, there is certain property located in the City of Pekin which is commonly referred to as Windstar Lane;

WHEREAS, Developer has a purchase agreement for the property, and will close on the property on or about October 27, 2006;

WHEREAS, Developer will dedicate right-of-way to extend and complete Windstar Lane and to improve the same;

WHEREAS, Developer will own the property, which is adjacent to Windstar Lane and/or which would be benefitted by the extension and completion of Windstar Lane;

WHEREAS, Developer will make or cause to be made the extension and completion of Windstar Lane (the “Project”);

WHEREAS, Pekin will share in a portion of the cost of the Project;

WHEREAS, the Parties desire to make certain agreements with respect to the aforesaid matters.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree as follows:

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

2. **Dedication of Right-of-Way by Developer**

In conjunction with the improvements described in this Agreement, Developer will dedicate to Pekin the property described in Exhibit A, attached hereto and incorporated herein by reference thereto.

3. **Construction**

Developer will cause the extension and completion of Windstar Lane as generally shown on Exhibit B, attached hereto and incorporated herein by reference thereto. Prior to commencement of construction of Windstar Lane, Developer shall obtain the City's approval of Developer's contract with its contractor regarding construction of Windstar Lane. Such approval shall not be unreasonably withheld. Construction is expected to commence on Windstar Lane in June, 2007, but in no event will construction commence later than September, 2007. Construction of Windstar Lane shall proceed diligently and be completed as soon as reasonably practical. Construction shall be in accordance with subdivision ordinance requirements, as shown on Exhibit C attached.

4. Cost Allocation

Developer and Pekin agree that they will share the cost of the extension and completion of Windstar Lane equally. Developer shall pay the contractor directly, and Pekin shall reimburse Developer as follows:

- A. Upon completion of one-half of the improvements, Pekin shall reimburse Developer for one-half of Pekin's one-half share of the estimated cost of the extension, Twenty-two Thousand Five Hundred (\$22,500.00) Dollars.
- B. Upon completion and final acceptance by Pekin of the extension and completion (including the presentation of contractor's invoices and lien waivers), Pekin shall reimburse Developer for the balance of Pekin's one-half share, Twenty-two Thousand Five Hundred (\$22,500.00) Dollars.

5. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed as original and all of which shall constitute one and the same instrument.

6. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns, and this Agreement shall also be binding upon all other persons with notice or knowledge, or chargeable with such, of the provisions of this Agreement.

7. Choice of Law

The laws of the State of Illinois shall govern the validity, interpretation and administration of this Agreement.

8. Complete Agreement

This Agreement supersedes any prior agreements and undertakings among the Parties and represents the complete agreement of the Parties with respect to the subject matter herein. No oral statement or prior written material not specifically incorporated herein shall be of any force or effect. This Agreement may be amended from time to time pursuant to the written agreement of all Parties.

9. Implementation

Each Party shall execute, acknowledge and deliver such additional documents, writings and assurances as the other Party may periodically require so as to give full force and effect to this Agreement.

10. Incorporation by Reference

The paragraphs under the heading “**RECITALS**” are hereby made a part of this Agreement.

11. Notices

All notice, requests, communications and demands hereunder shall be given in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid to the addresses shown below, or such other address as a party shall periodically designate by written notice. All notices, requests, communications and demands hereunder shall be deemed given and effective upon delivery or mailing as above provided, except any notice of change of address under this Section 10, shall be deemed give and effective only on receipt.

City Manager
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Midwest Holdings, L.L.C.
809 Castlewood Lane
Deerfield, IL 60015

12. Waiver

The waiver by any Party of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Agreement. Any waiver shall not constitute a waiver by such Party to strictly adhere to this Agreement nor as a waiver of any claim for damages or other remedy by reason of any such breach.

13. Venue

As a substantial portion of the duties and obligations of the Parties created hereunder are performable in Tazewell County, Illinois, Tazewell County, Illinois shall be the sole and exclusive venue for any litigation or other proceedings as between the Parties that may be brought, or arise out of, or in connection with or by reason of this Agreement.

14. Attorneys' Fees

In the event any party shall bring any action or proceeding against any other Party for damages for an alleged breach of any provision of this Agreement, to recover amounts owing under this agreement, or to enforce, protect or establish any right or remedy under this Agreement, the prevailing Party shall recover from the other Party all reasonable costs and expenses, including all reasonable attorneys' fees, whether incurred prior to or during litigation and at any level of court.

15. Partial Invalidity

The invalidity or unenforceability or any term or provision, or any clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16. Effective Date

This Agreement shall be effective upon execution by Developer and approval by the City Council of Pekin.

IN WITNESS WHEREOF, the parties hereto have subscribed their respective seals on the date set forth below.

CITY OF PEKIN, an Illinois
Municipal Corporation

MIDWEST HOLDINGS, L.L.C., a Limited
Liability Corporation

By: _____

By: _____

Its: _____

Its: _____

Attest:

Attest:

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

The Southerly 54 feet of even width of a part of Lot 1 of Sunset Hills Ext. No. 25, a subdivision of part of the East Half of the Northeast Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, as shown on plat recorded in Plat Book "MM", pages 205 and 206, described as follows:

Beginning at the Southwest Corner of Windstar Lane as described in said Sunset Hills Ext. No. 25, said Southwest Corner being a point on the East Line of said Lot 1. From said Point of Beginning, thence North $88^{\circ}40'33''$ West (bearings based on those shown on Sunset Hills Ext. No. 25) 430.00 feet to a point on the West Line of said Lot 1; thence North $01^{\circ}19'27''$ East 54.00 feet along the West Line of said Lot 1; thence South $88^{\circ}40'33''$ East 430.00 feet to a point on the East Line of said Lot 1; thence South $01^{\circ}19'27''$ West 54.00 feet along the East Line of said Lot 1 to the Point of Beginning, situated in Tazewell County, Illinois.

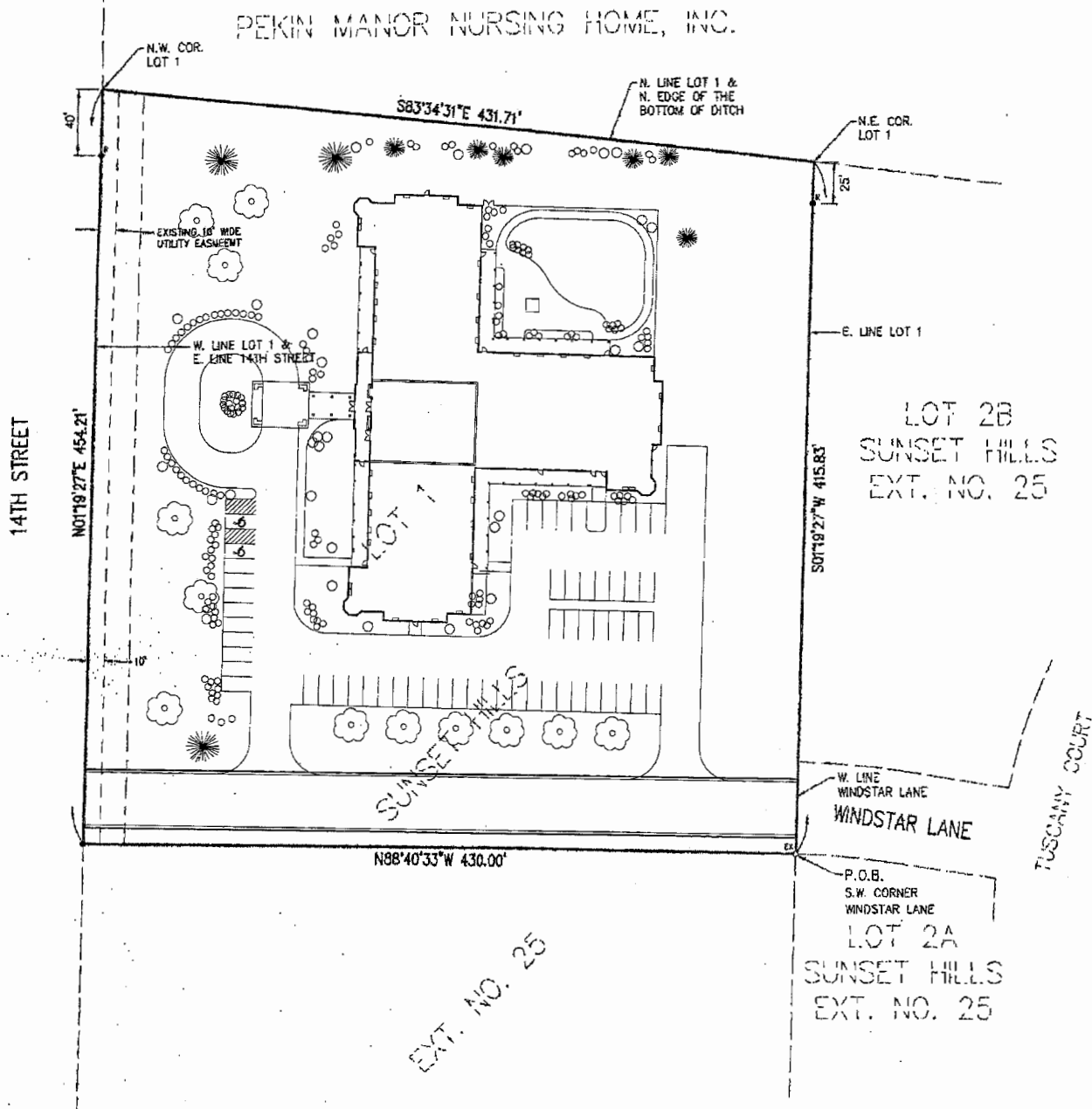
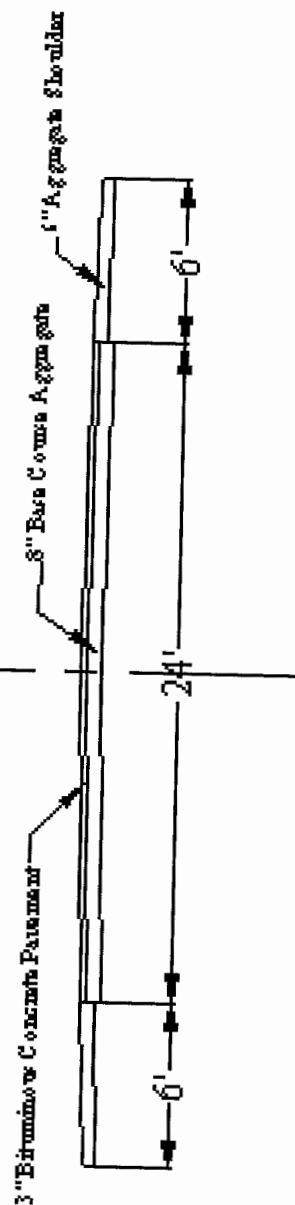


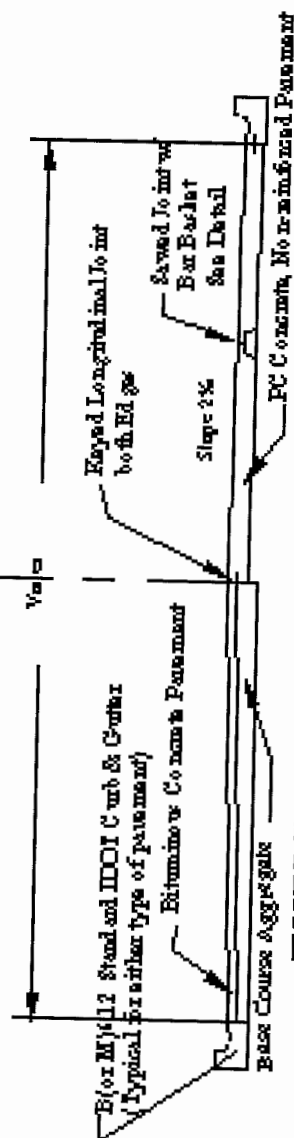
Exhibit "B"



TYPICAL ROADWAY SECTION

PERIN SUBDIVISION CONSTRUCTION SECTION
WITHOUT CURBS (SEE ZONE ONLY)

TYPICAL SECTION FOR ASPHALT



TYPICAL ROADWAY SECTION

PERIN SUBDIVISION CONSTRUCTION SECTION
WITH CURBS

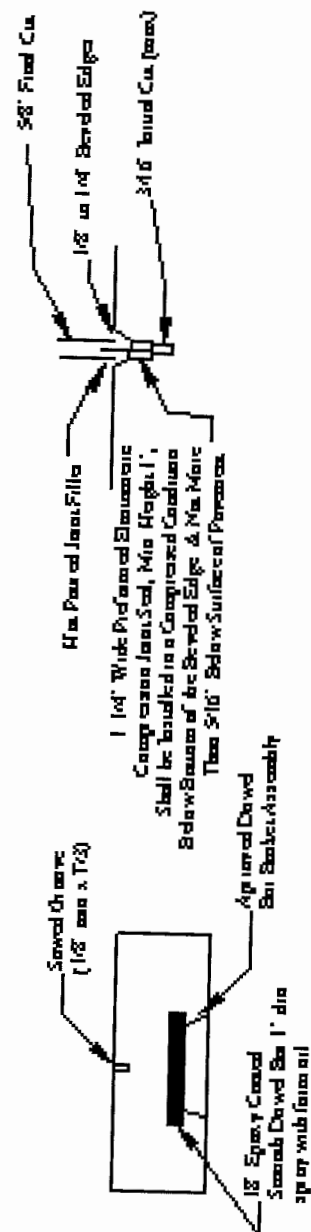


Exhibit 'C'

Memo

To: City Council

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

CC: Dennis Kief & Sue McMillan

Date: October 12, 2006

Re: IDOT Local Agency Agreement for Federal Participation – Broadway/Parkway

Gentleman,

On the October 23rd agenda you will have the IDOT agreement allocating and approving the funding for the Broadway & Parkway Intersection Project. We are fortunate to have received funding for this project from two sources, High Hazard and STU, for this project which makes it roughly a 70 – 30 split. The HHS funds are \$342,500 and the STU funds are \$350,000 with the City's portion being \$307,500.

As you know, this intersection location is the second highest in accidents in town. The improvements being made will help to reduce this situation by adding new signals, additional turn lanes, and minor grade changes. At this time, we are looking at it being out for bids on the January 2007 IDOT bid letting.

I recommend that you approve this agreement so that we can continue to make these improvements possible.

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

Thanks,

Joe

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of Pekin	State Contract X	Day Labor	Local Contract	RR Force Account 44
	Section 00-00164-00-SP	Fund Type HHS, STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-115-01	HS-M-6761(002)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the **STATE** and the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "**FHWA**".

Location

Local Name Broadway Road & Parkway Drive Intersection Improvements Route FAU 6761 Length 0.138 Miles
Termini Sta. 86+58 to Sta. 93+88 (Broadway Road), Sta. 27+78 to Sta. 40+57 (Parkway Drive)

Current Jurisdiction City of Pekin Existing Str. No N/A

Project Description

Construction of 0.138 miles of intersection improvements with the addition of turn lanes, upgraded traffic signals and other collateral work.

Division of Cost

Type of Work	HHS	%	STU	%	LA	%	Total
Participating Construction	342,500	(*)	350,000	(**)	307,500	(BAL)	1,000,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()	43,000	(100)	43,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 342,500		\$ 350,000		\$ 350,500		\$ 1,043,000

* 90% HHS Funds NTE \$342,500.

** 70% STU Funds NTE \$350,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the **LA** is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the **LA's** total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of **LA** Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---**LA's** Share BAL. divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 95% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 95% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map.

(Insert addendum numbers and titles as applicable)

The **LA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Frank H. Mackaman

Title City of Pekin Mayor
Mayor

Signature _____

Date _____

TIN Number 37-6002169

APPROVED

State of Illinois
Department of Transportation

Timothy W. Martin, Secretary

Date _____

Milton R. Sees, Director of Highways/Chief Engineer

Ellen Schanzle-Haskins, Chief Counsel

Ann L.. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ORDINANCE NO. 1462-A 258

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTIONS 11
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED THROUGH STREETS
VELDE DRIVE**

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding authorized through streets.

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

1. That Title 8, Chapter 2, Section 11 be amended by adding the following Through Streets:

Control	On Street	At or From	To
Through	Velde Drive	North Eighth Street	Parkway Drive

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 _____, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk



Through Sign 8th to Parkway⁵⁰



ORDINANCE NO. 2497-06/07**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

WHEREAS, the City Council of the City of Pekin, Illinois, a member in good standing of the Illinois Municipal League Risk Management Association and party to the IMLRMA Intergovernmental Cooperation Contract, has been fully appraised of the IMLRMA Minimum/Maximum Contribution Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2005 to 12/31/2006 and all endorsements thereto; and,

WHEREAS, the City Council of the City of Pekin finds it to be in the best interest of the municipality to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement.

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

SECTION ONE: That the execution of the IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 12/31/2006 and ending 12/31/07 is hereby authorized.

SECTION TWO: That the Mayor and the City Clerk are hereby granted authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2005 to 12/31/2006 and all endorsements thereto.

SECTION THREE: That this Ordinance shall be effective immediately 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 _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

MAYOR

ATTEST:

CITY CLERK

Risk Management Association

Kenneth A. Alderson
Managing Director



IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

This Agreement is entered into this _____ (Date Signed), between the Illinois Municipal League Risk Management Association (IMLRMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the City/Village of Pekin, a member of the IMLRMA. This Agreement amends and supplements the Declarations Pages dated December 31, 2006 to December 31, 2007 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Loss Fund" -- Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Minimum Loss Fund" -- 80 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Maximum Loss Fund" -- 120 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Paid Claim Dollars" -- Those payments made by IMLRMA on claims including defense costs against the City/Village of Pekin minus recovery from subrogation, deductible or salvage credited against those claim payments.

"Minimum Contribution" -- Minimum Loss Fund including reinsurance and excess premiums and administrative costs.

"Maximum Contribution" -- Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The City/Village of Pekin hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$165,725	\$165,725
Loss Fund @ 80%	\$340,921	\$511,381
Contribution	\$506,646	\$677,106

3. Based upon a comparison of paid claim dollars against the Loss Fund, IMLRMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, IMLRMA will complete a quarterly review of paid claim dollars.

5. NOTICE

IMLRMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60 percent of the Minimum Loss Fund.

IMLRMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85 percent of the Minimum Loss Fund.

IMLRMA hereby agrees to send, through its agents, a written letter of impending billing when paid claim dollars equal or exceed 100 percent of the Minimum Loss Fund.

6. BILLING/PAYMENT -- The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in April of each year for paid claim dollars through March 31.

The City/Village of Pekin hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of the IMLRMA remain the same under this Agreement, including the handling of all claims.

8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President

Date

Treasurer/Comptroller/RMC

Date

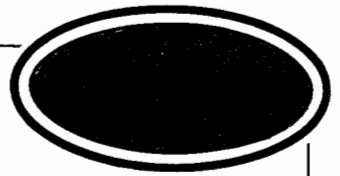
IMLRMA, Managing Director

Date

ILLINOIS MUNICIPAL LEAGUE

Risk Management Association

Kenneth A. Alderson
Managing Director



October 13, 2006

Frank Mackaman, Mayor
City of Pekin
111 South Capitol Street, Room 242
Pekin, IL 61554-3260

Dear Mayor Mackaman,

Thank you for your continued membership in the ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION. The IMLRMA has been meeting the risk management needs of Illinois municipalities for 26 years and remains a leader in the industry by providing our professional services to 771 Illinois municipalities. We are pleased to offer you the opportunity to renew your coverage with the IMLRMA, effective 12/31/06-12/31/07. Enclosed, please find the invoice for your 2007 renewal contribution.

You will be pleased to know that even in the midst of natural disasters, increasing costs of medical services and changes to the Illinois Workers' Compensation Act, the IMLRMA is able to hold contribution increases to a minimum. The recent changes in the Illinois Workers' Compensation Act unfortunately have not helped the workers' compensation landscape. In fact, the substantial increase in death benefits, 7.5% increase to permanent disability benefits and the institution of a medical fee schedule have negatively impacted our claim experience and increased our cost of workers' compensation claims.

In our continuing effort to provide the highest level of service, 2007 will bring changes in our service structure. The IML will be adding customer service positions to the League's staff and will be adding a claims and litigation manager to increase the level of service and oversight of claims in the program. The claim function will be moved from Martin Boyer Company to CCMSI. CCMSI currently provides loss control, marketing and customer support and is excited to begin handling the claims effective 1/1/07.

The Illinois Municipal League Risk Management Association is pleased to offer your municipality the opportunity to save 2% off of your annual contribution by simply mailing your payment by November 17, 2006. If you choose not to take advantage of this early renewal option, your "normal" contribution payment should be made by December 15, 2006. As an alternative, you may pay 51% by the due date and another 51% by June 15, 2007.

Thank you again for making the Illinois Municipal League Risk Management Association your choice for professional risk management services. If you have any questions concerning your contribution, the services available in the IMLRMA, or if you would like a personal visit to discuss your coverages in detail, please contact Fran Rice (ext. 1337) or Julia Reynolds (ext. 1199) at 1-800-252-5051.

Cordially yours,

Kenneth A. Alderson
Managing Director

cc: Angie Evans, Risk Management Coordinator
Enclosures

IML/RISK MANAGEMENT

TOWNE CENTRE BUILDING, THIRD FLOOR
DANVILLE, IL 61832
217/446-1089
800/252-5051

Pekin



MIN/MAX **INVOICE**

Date: October 13, 2006

Municipality: PEKIN

12/31/2006 TO 12/31/2007 IMLRMA CONTRIBUTION

Min/Max Early Payment
By November 17, 2006



Min/Max Annual Payment
By December 15, 2006



Annual with 2% Discount
\$496,513.08

OR

51% of Annual Payment
\$253,221.67

Balance Due by June 15, 2007

Annual Payment \$506,646.00

OR

51% of Annual Payment
\$258,389.46

Balance Due by June 15, 2007

The signed agreement must be returned with your payment.

Make checks payable to: IMLRMA
PO Box 5180
Springfield, IL 62705-5180

0500695

INVOICE2007_MM.DOC

CODE: 0461

Kief, Denny

To: McMillan, Sue**Subject:** More Good News - Veteran's Drive

From: Kief, Denny**Sent:** Thursday, October 12, 2006 3:29 PM**To:** Commissioners**Subject:** More Good News - Veteran's Drive

Although the "i's" have not been dotted nor have the "t's" been crossed, the City of Pekin appears to be in a good position to receive \$500,000 in State \$. Senator Shadid deserves the credit for this for this \$ that needs to be expended next year. There is a stipulation on the usage of the funds, but a requirement that we can certainly live with. By the time we get a final agreement (from IDOT) we will have to specify if this \$500,000 is to be used on the northerly (Broadway to I-474) section or the southerly (Commercial to Route 29) section of Veteran's Drive. **My recommendation is to utilize the \$500,000 to proceed with the development of the southerly portion** and that recommendation is for the following reasons:

1) With the Phase 1 Study approved on the southerly section, we can and are purchasing Right-Of-Way for the project. Also, we can start the actual Design of the project. Conversely, the Phase 1 Study, although close, has not yet been approved on the northerly section. Therefore, at this time the expenditure of the \$ next year would be more cumbersome on the northerly section.

2) IDOT representatives have explained that this winter they will be undertaking a cost-effective analysis of Route 9 remaining on Court Street versus being moved to the southerly section of Veteran's Drive. Should they end up agreeing to the jurisdictional transfer that we have proposed, any \$ they we expend on the development of Veteran's Drive would be figured in on their financial analysis. Therefore, we could receive a "credit" for this expenditure if/when the switch occurs

You will receive a similar recommendation from the Chamber of Commerce Board through their Transportation Committee. The commitment of the \$500,000 in no way commits the direction of the usage of the \$4.8m of Federal \$ that we previously received for Veteran's Drive. Also this \$500,000 does not require a local match.

Again this is not official, but looking very good. We are working with IDOT to prepare the necessary intergovernmental agreement for the utilization of the funds. If everything proceeds I will need the City Council to make a recommendation of "North" versus "South" at the October 23rd City Council meeting.

Note: Any personal (Non-City Business) email messages should be sent to my personal email address <mailto:dkief@grics.net>

Thanks.

10/17/2006



October 13, 2006



Mr. Dennis Kief
City of Pekin
111 S. Capital
Pekin, IL 61554

Dear Mr. Kief:

During the past 5 decades the Pekin Area Chamber of Commerce has been a strong proponent for the construction of the road now known as Veteran's Drive. In particular, the past 16 years have seen the Chamber's Transportation Committee working closely with the City of Pekin as an advocate for funding and construction of Veteran's Drive.

It appears that our community now has an opportunity to take advantage of \$500,000 in funding from the State of Illinois. Given the nature of the funding and the status of engineering studies on the uncompleted segments of Veteran's Drive, we believe there is only one practical option for the use of this money.

On recommendation by the Chamber's Transportation Committee, and by unanimous consent of the Board of Directors of the Pekin Area Chamber of Commerce, I urge you to act quickly and invest the \$500,000 from the State of Illinois into design engineering and land acquisition for the segment of Veteran's Drive between Commercial Drive and Route 29.

The Pekin Area Chamber of Commerce believes this road is of vital importance to the economic future of our community. With this action, we believe we are one step closer to the completion of Veteran's Drive.

Please contact me with any questions. As always, thank you for your consideration.

Sincerely,

William T. Fleming
Executive Director

cc: City Council, Mayor



TO: Commissioners
FROM: Frank Mackaman

RE: Comments on the Visitor's Bureau Program Proposal

Attached is a draft of an updated program description for the Visitor's Bureau. We welcome your comments.

I believe the draft raises the following policy questions for Council to consider:

1. Out of the approximately \$125,000 generated by the hotel/motel tax, \$50,000 is the amount available for grants. Is that the right amount?

2. Do you agree with the eligibility requirements?

2.1 This draft states a preference for new and startup events. The case could be made that this makes no difference as long as the event puts heads in beds.

2.2 In accordance with my sense of the last Council meeting, eligible organizations include for-profit entities. Many cities exclude them, however. Obviously, the Dome is for-profit, so I assume we want to include events there.

2.3 Ineligible costs include what foundations and government agencies call "overhead" or "administrative support." Many grants programs, however, are willing to reimburse such expenses by negotiating a standard percentage fee to include in a proposal. Do we want to consider such an approach?

3. Application procedure

3.1 This draft retains the new approach that we reimburse an applicant only *after* an event occurs, reserving the right to Council to make exceptions. Does Council want to maintain this posture?

4. This draft does not deal specifically with a set-aside grant fund just for local non-profits which need funds in advance. I thought that the language in the first sentence of Application and Payment Procedure gave us room to do that without pinning us down with specifics.



Pekin's Visitor's Bureau Program

Mission Statement

To provide professional resources for visitor activities that encourage an overnight stay and enhance the visitor's experience while in our community.

Revenue Source

Revenue to support the Visitor's Bureau comes from the City of Pekin's 5% hotel/motel tax. The tax generates approximately \$125,000 per year.

Program Overview

The Pekin Visitor's Bureau 1) participates in the Illinois River Country/Scenic Byway Campaign through various publications, representation and events; 2) administers the tourism grant program; 3) maintains and distributes all promotional publications for the Visitor's Bureau (includes brochures, fliers, folders, inserts, etc.); 4) maintains the Bureau's website and Calendar of Events; 5) creates and places advertisements in various publications; 6) acts as a spokesperson and liaison for special events; 7) and performs additional duties as assigned by the City Manager.

Purpose of the Grants

Within the Visitor's Bureau budget, \$50,000 is earmarked for the purpose of awarding grants to special events brought to Pekin. The purpose of the grant program is to assist organizations in hosting events that will promote a positive image to our visitors, generate overnight stays, generate retail sales in our community, and create a desire to return in the future.

Grants will be awarded contingent on adequate funds being available.

Eligibility Requirements

- ▶ Eligible applicants for funding consideration are local entities submitting applications for projects that have the primary objective of attracting visitors from markets 50+ miles away, thus filling up our restaurants and hotels.
- ▶ Priority will be give to new/start up events rather than to sustain established events.
- ▶ Eligible organizations include non-profits, units of government, and for-profit sponsors whose events will accomplish the goals of the tourism program.
- ▶ Grants will not exceed 1/3 the total cost of the expense budget, or not more than \$5000.
- ▶ Eligible and applicable costs could include advertising, print materials, production of an event to attract visitors/tourists, agency fees, application or bidding fees, and development of a permanent tourist attraction.

► Ineligible costs would include administrative expenses, operating expenses, office supplies, and sales tax.

► Organizations that would be ineligible include those that discriminate because of race, color, creed, gender, or national origin; political organizations; capital campaigns; previous grant recipients who have not fulfilled all administrative guidelines; and fraternal organizations or church-related groups.

► Projects funded must credit the City of Pekin in all programs, advertisements, and press releases.

Application and Payment Procedure

Unless otherwise approved by the City Council, grants will be awarded *after* the event takes place. Payment will be made upon receipt of a close-out report which will consist of a brief narrative report of the completed project, a summary financial statement for the project, and copies of publicity which indicate the City of Pekin's support of the project.

Generally full advance payments will not be approved. But in the case of exceptions, the applicant must submit a narrative report, financial statement, and copies of publicity following the event. Failure to do so will jeopardize any future requests from the organization.

Grant applications submitted more than four weeks after the event has occurred will not be considered.

Interested organizations can submit a grant application for their event to the Pekin Visitor's Bureau, 111 S. Capitol St., Pekin, IL 61554.

Selection Criteria

The City of Pekin's Visitor's Bureau Director and the City Manager will administer the selection process, but the City Council will make the final decision regarding awarding the grants. Recommendations for grant approval by City staff will be based upon the estimated economic impact, including visitor spending and room night generation, as reported on the event close-out report. Evidence of financial planning, need and sustainability, and growth potential will be considered. Events should offer an overall benefit to the Pekin area, as well as demonstrate a cooperative effort among entities.

The event should demonstrate a need for financial support.