City of Pekin

REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 12, 2020
5:30 PM

This will be a Remote Meeting held via "Zoom Meetings". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. You will be able to listen to the meeting and submit comments during the time for Public Comments by sending a direct message to the meeting host using Zoom Meetings
To join in the meeting follow this link: https://zoom.us/j/6898035689. By phone, dial in and listen to the Meeting as follows: 1-312-626-6799; then enter Meeting ID 689 803 5689. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the City Clerk at smcmillan@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on October 12, 2020".
To view meeting online go to: http://pekinil.iqm2.com (click banner at the top that states "View live meeting") or Channel 22
1. Pledge of Allegiance
2. Call to Order
3. Approve Agenda
3.1. Approve agenda
4. Approval of Minutes
4.1. Approval of Minutes
4.2. City Council - Regular Meeting - Sep 28, 2020 5:30 PM
5. Public Input
6. Consent Agenda
6.1. Proclamation "International Alpha Delta Kappa Month"
6.2. Tazewell County Animal Control Billing September 2020

7. New Business

7.1. Ordinance No. 2906-20/21 Establishing the Date for a Public Hearing Regarding Proposed Business Development District

ACTION REQUESTED: Approve and Adopt the Ordinance.

7.2. Ordinance No. 2907-20/21 Approving Execution of a TIF Redevelopment Agreement with the Collectors Zone

ACTION REQUESTED: Approve and Adopt the Ordinance.

7.3. Ordinance No. 2908-20/21 Approving Execution of a TIF Redevelopment Agreement with Salon Renaissance

ACTION REQUESTED: Approve and Adopt the Ordinance.

7.4. Ordinance No. 2909-20/21 Approving Execution of a First Amendment to a TIF Redevelopment Agreement with Hamm's Furniture, Inc.

ACTION REQUESTED: Approve and Adopt the Ordinance.

7.5. Ordinance No. 2910-20/21 Reimbursement of COVID19 Expenses Through FEMA/IEMA Public Assistance Funding

ACTION REQUESTED: Approve and Adopt the Ordinance.

7.6. Resolution No. 175-20/21 Reimbursement for COVID-19 Small Business Assistance Grants

ACTION REQUESTED: Approve and Adopt the Resolution.

7.7. Resolution No. 176-20/21 Approve Intergovernmental Agreement between Tazewell County Animal Control and City of Pekin for Animal Control Services

ACTION REQUESTED: Approve and Adopt the Resolution.

7.8. Resolution No. 177- 20/21 Financial Support for Illinois Transportation Enhancement Program (ITEP) Application

ACTION REQUESTED: Approve and Adopt the Resolution.

8.	**Any Other Business To Come Before The Council**
9.	**Executive Session 5 ILCS 120/2 (c) 1 Personnel and 5. Purchase of Property**
10.	**New Business**
	10.1. Ordinance No. 2911-20/21 Reorganization of the Public Works Department and Authorization to Hire **ACTION REQUESTED:** Approve and Adopt the Ordinance.
11.	**Adjourn**

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY SEPTEMBER 28, 2020 AT 5:30 O'CLOCK P.M.
MARK LUFT * CHAIR * PRESIDING

****

THIS WILL BE A REMOTE MEETING HELD VIA "ZOOM MEETINGS". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; DUE TO THE GOVERNOR'S EXECUTIVE ORDER REGARDING COVID-19 AND THE RELAXING OF THE OPEN MEETING ACT REQUIREMENTS, THIS MEETING WILL BE HELD REMOTELY VIA ZOOM MEETINGS WITHOUT AN IN-PERSON MEETING LOCATION FOR THE PUBLIC TO ATTEND. YOU WILL BE ABLE TO LISTEN TO THE MEETING AND SUBMIT COMMENTS DURING THE TIME FOR PUBLIC COMMENTS BY SENDING A DIRECT MESSAGE TO THE MEETING HOST USING ZOOM MEETINGS

TO JOIN IN THE MEETING FOLLOW THIS LINK: HTTPS://ZOOM.US/J/6898035689. BY PHONE, DIAL IN AND LISTEN TO THE MEETING AS FOLLOWS: 1-312-626-6799; THEN ENTER MEETING ID 689 803 5689. PRIOR TO THE MEETING, YOU CAN ALSO SUBMIT A PUBLIC COMMENT REMOTELY BY EMAIL, BY 3 PM THE DAY OF THE MEETING, BY SENDING AN EMAIL TO THE CITY CLERK AT SMCMILLAN@CI.PEKIN.IL.US AND INSERTING IN THE SUBJECT LINE FOR THE EMAIL "PUBLIC COMMENT FOR MEETING ON SEPTEMBER 28, 2020".

TO VIEW MEETING ONLINE GO TO: HTTP://PEKINIL.IQM2.COM (CLICK BANNER AT THE TOP THAT STATES "VIEW LIVE MEETING") OR CHANNEL 22

PLEDGE OF ALLEGIANCE

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open

Meeting Act requirements, this meeting was held remotely via Zoom Meetings without an in person meeting location for the public to attend. Therefore, the provisions of the City Code regarding electronic attendance did not apply. The Pledge of Allegiance was led by Councilmember Orrick.

The Clerk confirmed by roll call vote, that all Council Members were physically present.

1.1. Declaration Honoring Elizabeth Snider

Mayor presented and read the proclamation honoring a City of Pekin employee bus driver, Ms. Elizabeth Snider. Ms. Snider saved a lost 1 year old from harm.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:19 PM
Rick Hilst	Councilman	Present	5:28 PM
Karen Hohimer	Councilwoman	Present	5:03 PM

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Dave Nutter	Councilman	Present	5:19 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:19 PM
John P Abel	Councilman	Present	5:03 PM
Mark Luft	Mayor	Present	5:03 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**
Councilmember Orrick motioned to amend the agenda by removing New Business items 7.2 and 7.3 and approve the agenda as amended, seconded by Councilmember Garrison.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

APPROVAL OF MINUTES

4.1. **City Council - Regular Meeting - Sep 14, 2020 5:30 PM**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Rick Hilst, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

PUBLIC INPUT

Mr. Tim Golden submitted questions to the Clerk. Mayor Luft read Mr. Golden's questions and City Manager, Mr. Mark Rothert, read City Engineer, Ms. Josie Esker's responses after each question as follows:

1.) Has enough property been purchased for the addition of sidewalks along Allentown Rd. in order to facilitate safer and easier access to the bike trail for pedestrians? Sidewalk will not be added as part of this project, but 6 foot wide shoulders will be added.

2.) If the purchase is approved, will someone (yard crew/street dept) be cutting / trimming back the overgrown vegetation creating poor visibility conditions around the dangerous curve / hill and entrance to the bike trail now? The guard rails and entrance are barely visible due to overgrown vegetation. (Perhaps coordinate with the Park District?) Vegetation will be cut down to facilitate construction. The purpose of this project is to make the curve / hill less dangerous.

3.) Since Hanson Engineering is behind this project, as well as the Court St. design, has anyone approached Pekin Insurance, Hallmark House, Schwartz Electric and the church about the construction of sidewalks along Allentown Rd.? I would point out since Pekin Insurance does not allow pedestrians to use their new road behind their building to more safely access the bike trail, I would think they (Pekin Insurance) would / should be willing to donate any property needed for sidewalks or road widening along Allentown Rd. Midwest Engineering is completing the plans for this project, not Hanson. Sidewalk is not part of this project.

4.) If for some reason, sidewalks are deemed "not feasible" and backed up by proper documentation, what would prevent the addition of dedicated and painted bike lanes along Allentown Rd.? This project is considered a "rural" section with ditches and no curb, which generally does not require sidewalks. Also, there are no sidewalks on either end of the job limits. There will not be painted bike lanes at this time.

5.) Does the city plan to adopt a 25mph or slower speed limit along this stretch of road and/or install traffic calming strips? Vehicle traffic drives FAR too fast for such a pedestrian heavy

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location as this. This section of road will be 30mph. If significant speeding occurs on this road after the project, we can have the police put up a speed spy to determine if any additional traffic calming measures are needed.

Ms. Chris Heine, representative for DMGL, LLC spoke telephonically in support of the proposed Business Development District and discussed DMGL's damaged land referred to as Broadway Farms. She felt the city had been negligent in the past and was hopeful that the proposed BDD would benefit Broadway Farms.

CONSENT AGENDA

6.1. Ordinance No. 2897-20/21 Directing the Sale of City Owned Real Estate

6.2. Ordinance No. 2898-20/21 Size and Height Variance Request for an Accessory Structure Located at 1514 Southmoor Street

6.3. Ordinance No. 2899-20/21 Side Yard Variance Request Regarding 1403 Delray Avenue

6.4. Ordinance No. 2900-20/21 Front Yard Variance Request Regarding 2409 Holly Drive

6.5. Ordinance No. 2901-20/21 Ornamental Fence Variance Request Regarding 1315 Sommerset

6.6. General Fund Revenue vs Expense Pd 3 July FY21 and Non General Fund Revenue vs Expense Pd 3 July FY21

6.7. Accounts Payable to be Paid Proof List thru September 18, 2020

Motion to: **Approve Consent Agenda**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rick Hilst, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

NEW BUSINESS

7.1. Ordinance No. 1568-A215-20/21 Rezoning Request from R-4 One Family Residential to RM-2 Multi-Family Residential for Property Located at 740 Prince Street

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Ordinance No. 1568-A215-20/21 Rezoning Request from R-4 One Family Residential to RM-2 Multi-Family.

Councilmember Hilst questioned Mr. Matt Fick if anyone from the public was present at the meeting. Mr. Fick confirmed that there were not.

Mr. Fick added that there was a change in ownership and the bank requested that the zoning be correct.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dave Nutter, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.2. Ordinance No. 2904-20/21 Local CURE Program Financial Support Conditions and Certification

City Manager, Mr. Mark Rothert, read the request to Council to approve and adopt Ordinance No. 2904-20/21 Local CURE Program Financial Support

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Conditions and Certification. Mr. Rothert handed out an updated version of the summarized sheet of attachments of projects and costs.

Council questioned the procedures of the Department of Commerce. Mr. Rothert explained that there was test the local government utilized for each item to determine whether they qualify. The program works on a reimbursement basis and paid invoices are submitted to the state only once a month until the end of the year.

Mr. Rothert added that quotes and bids will be obtained as necessary. No projects will be pre-approved by the State.

The resolution was drafted so the purchases are made on an emergency basis. Mr. Rothert will notify the Council of all expenditures.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.3. Ordinance No. 2905-20/21 Approve the Purchase of Property at 2708 Allentown Road

City Manager, Mr. Mark Rothert, summarized the request to Council to approve and adopt Ordinance No. 2905-20/21 Approve the Purchase of Property at 2708 Allentown Road.

City Engineer, Ms. Josie Esker, confirmed that the purchase is the City's responsibility although most would be funded by the State along with local matching.

RESULT:	**ADOPTED [6 TO 1]**
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

7.4. Resolution No. 170-20/21 Partial Release of Mortgage

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 170-20/21 Partial Release of Mortgage regarding East Court Village LLC (ECV) approximate 1.2 acres of land in PIN 11-11-07-307-023, located at the easterly corner of S. Veterans and Commercial Street.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.5. Resolution No. 171-20/21 Approval of Verizon Connect GPS Tracker Contract

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 171-20/21 Approval of Verizon Connect GPS Tracker Contract.

Council discussed which vehicles the GPS trackers are installed on.

Street Department Supervisor, Mr. Brett Olson, confirmed that street, police, fire, treatment plant and engineering are included. The buses are not included.

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Fleet Manger, Mr. Dan Jost, explained that bus uses the fleet tracking system included in their own bus package. Police uses it through the L.E.A.D.S. program. Tracking is also on street department, fire, police, wastewater, heavy equipment and trailers.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.6. Resolution No. 172-20/21 Lift Station Cleaning

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 172-20/21 Lift Station Cleaning. Hunter Hydro Vac, Inc. and Hoerr Construction were the two bids received.

Street Department Supervisor, Mr. Brett Olson, discussed with Council the benefits of having two contractors. He stated that some work is more urgent than others and with past issues with pumps, it may need to be cleaned up to five times a year.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.7. Resolution No. 173-20/21 Donation of Permanent Easements to Fletcher Hitting Center

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 173-20/21 Donation of Permanent Easements to Fletcher Hitting Center.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.8. Resolution No. 174-20/21 Allocate CDBG Funding for Rehabilitation of 1604 Caroline Street

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 174-20/21 Allocate CDBG Funding for Rehabilitation of 1604 Caroline Street.

Council discussed the need for the home to be repaired and HUD regulations and requirements.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John P Abel, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mr. Jim Mangan spoke telephonically to remind Council members of an email he sent last week and asked members to drive on the chip and seal roads. Mr. Mangan felt that gravel was being wasted.

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City Engineer, Ms. Josie Esker, explained that extra rocks were put down to prevent oil from getting on vehicles.

City Manager, Mr. Mark Rothert, appreciated and rebutted DMGL's Chris Heine's public comments earlier in the meeting, to explain that multiple conversations had been had and the City just recently received a response after conversation last July. The City has been responsibly working towards an agreement. Mr. Rothert also stated that with regards to the BDD, Council chose to pull those agenda items as they desired additional information and he will at a later date provide impact, what it applies to and gain feedback from the community as well.

Councilmember Abel spoke regarding the proposed BDD. He stated that he had heard some business people and the public appreciated tabling this item to receive a better explanation of what is taxed. Councilmember Abel also announced that residents around Lake Kennedy have complained of people walking around on the property from the cemetery, camping out, and leaving garbage.

Councilmember Nutter inquired as to when street sweeping would begin. Mr. Olson confirmed that it would start next week once the chip seal was completed, and then through December.

Councilmember Hilst discussed the truck routes, overgrown weeds on Highland Avenue, and whether there would be a sidewalk near the new car wash. He stated that a sidewalk was approved, #19 on the plan checklist for sidewalks states that there would be one along Valle Vista and that the Planning Commission expressed interest in having a public sidewalk and found it acceptable by the applicant if required by the City.

City Engineer, Ms. Josie Esker, stated that no sidewalk was going to be put in near the carwash because no sidewalk was included in the site plan that was approved by the previous City Engineer. She assumed there was no sidewalk there because no sidewalks exist on either side of the development.

Mayor Luft that only five regular meeting were left for the year and that special meetings will be coming up. The Mayor thanked staff, the attorney and Council for their hard work and team effort.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

There being no further business coming to Council, a motion was made by Council Member Abel to adjourn seconded by Council Member Orrick. Motion carried viva voce. Mayor Luft adjourned the meeting at 6:32 P.M.

Minutes Acceptance: Minutes of Sep 28, 2020 5:30 PM (Approval of Minutes)

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM:	International Alpha Delta Kappa Month
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

Office of the Mayor

Pekin
ILLINOIS

Proclamation

WHEREAS, *Alpha Delta Kappa is celebrating International ADK Month, in October; and*

WHEREAS, *the International Honorary Sorority for Women Educators recognizes women who have proven themselves to be strong, efficient professional teachers; and*

WHEREAS, *it builds a fraternal fellowship, promotes high standards of education, sponsors educational and altruistic projects, and contributes to world understanding through an international fellowship of women educators; and*

WHEREAS, *scholarships and grants are available to ADK members for study and travel. An International Teacher Education Scholarship is granted to a foreign student who agrees to return to her own country and teach for a year, a scholarship is given each year to a junior or senior in college majoring in education; and*

WHEREAS*, the Alpha Theta Chapter of Alpha Delta Kappa at Pekin is comprised of 20 active and retired teachers; and*

WHEREAS, *in addition to fellowship and business, the Alpha Delta Kappa Chapter has been active in community and charity work. Our goals are to promote excellence in education through scholarships and other activities. We also place an emphasis on Altruism promoting charitable projects locally, nationally and internationally.*

NOW, THEREFORE, BE IT RESOLVED *that I, Mark Luft, Mayor of the City of Pekin, Illinois, do hereby proclaim the month of October, 2020, to be*

"INTERNATIONAL ALPHA DELTA KAPPA MONTH"

in the City of Pekin, Tazewell County, Illinois.

ADOPTED*, this 12th day of October, in the Year of Our Lord, Two Thousand and twenty.*

_____
Mark A Luft, Mayor

Attest:

_____
Sue E. McMillan, City Clerk

Attachment: ALPHA DELTA KAPPA 2020.pdf (2335 : International Alpha Delta Kappa Month)

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Tazewell County Animal Control Billing - September 2020

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/8/2020

Date:

Tazewell County Animal Control
21314 State Route 9
PO Box 158
Tremont, IL 61568
Phone: (309) 925-3370
FAX: (309) 925- 3633

RECEIVED OCT 0 6 2020

SEPTEMBER 2020 INVOICE

Balance Due **$3753.83**

City Of Pekin
111 S Capitol St
Room 242
Pekin, IL 61554

Our records show the following charges are unpaid.

Date	Description	Charge Amount	Unpaid balance
09-30-2020	Pekin Contract Fee	$3,753.83	$3,753.83
	As of 09-30-2020, there is a balance due of		**$3,753.83**

FOR SERVICES PROVIDED 9/1/2020 - 9/30/2020

Attachment: Animal Control Billing September 2020 (2331 : Tazewell County Animal Control Billing - September 2020)

Tazewell County Animal Control

Record count on this entire report: 189
Run Date: 09-30-2020 03:05:17 PM by Ryan Sanders
FAX: (309) 925- 3633

Case Intake Register 09-01-2020 to 09-30-2020

Group By Municipality
Order By Intake Date

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
09-01-2020 2	09-01-2020	Stray/Aco Pickup	Harms, Jaymee		#187930/M/Cat/Dsh	8784
		Pickup location: 704 East Shore Drive, Pekin, IL 61554			Brick/Large/Adult/Black	
09-02-2020 4	09-02-2020	Stray/Aco Pickup	Lohnes, Pam	Angela Casaretto	#164593/M/Dog/Shepherd	8792
		Pickup location: 1309 Chestnut, Pekin, IL 61554			Houdini/Large/Adult/Black/Tan	
09-04-2020 11	09-04-2020	Owner Surrender/Aco Pickup	Lohnes, Pam		#188133/M/Cat/Dsh	8808
		Pickup location: 108 Parkview Court, Pekin, IL 61554			Oreo/Large/Adult/Black/White	
09-04-2020 3	09-04-2020	Wildlife/Aco Pickup	Lohnes, Pam		#188092/U/Other/Raccoon	8806
		Pickup location: 606 S 5th, Pekin, IL 00000			Medium/Adult/Brown/Black	
09-05-2020 2	09-05-2020	Stray/Aco Pickup	Kautz, Chad	Ethan Rynearson	#188136/M/Dog/Pit Bull	8812
		Pickup location: 3434 Court St, Pekin, IL 61554			Duke/Large/Adult/White	
09-07-2020 2	09-07-2020	Stray/Aco Pickup	Kautz, Chad	Dustin Eitenmiller	#188144/M/Dog/Aussie	8818
		Pickup location: 1200 S 10th St, Pekin, IL 61554			Link/Medium/Adult/Blue/Merle	
09-07-2020 3	09-07-2020	Stray/Aco Pickup	Kautz, Chad	Dustin Eitenmiller	#148059/F/Dog/Heeler	8818
		Pickup location: 1200 S 10th St, Pekin, IL 61554			Maizy/Medium/Adult/Merle/Black	
09-08-2020 4	09-08-2020	Stray/Aco Pickup	Lohnes, Pam	Stephanie Rottach	#109761/F/Dog/Pointer	8821
		Pickup location: 1223 Market, Pekin, IL 61554			Grace/Medium/Adult/White/Tan	
09-08-2020 9	09-08-2020	Euthanasia Request/Owner Turn-in		Tiffany Skelton	#188160/F/Dog/Chihuahua	
		Pickup location: Not specified or see notes			Coco/Small/Senior/Chocolate	
09-09-2020 6	09-09-2020	Stray/Aco Pickup	Lohnes, Pam	Thomas Lash	#172683/F/Dog/Labrador Retriever	8831
		Pickup location: 1102 Cambridge, Pekin, IL 61554			Lotus/Small/Adult/Black/White	
09-10-2020 1	09-10-2020	Wildlife/Aco Pickup	Harms, Jaymee		#188272/M/Other/Bat	8833
		Pickup location: 2204 Cordova Court, Pekin, IL 61554			Small/Adult/Brown	
09-11-2020 2	09-11-2020	Stray/Aco Pickup	Kautz, Chad	Mary Bush	#181974/M/Dog/Pit Bull	8842
		Pickup location: 111 S Capitol St, Pekin, IL 61554			Slug/Medium/Adult/Black/Wheat	
09-11-2020 1	09-11-2020	Stray/Aco Pickup	Kautz, Chad	Mary Bush	#162653/F/Dog/Husky	8842
		Pickup location: 111 S Capitol St, Pekin, IL 61554			Zena/Medium/White/Gray	
09-11-2020 7	09-11-2020	Stray/Aco Pickup	Lohnes, Pam		#188303/U/Cat/Dsh	8843
		Pickup location: Pekin Animal Hospital, Pekin, IL 61554			Medium/Adult/Tabby/White	
09-11-2020 10	09-11-2020	Stray/Aco Pickup	Harms, Jaymee		#188358/M/Cat/Dsh	8841
		Pickup location: 312 Woodland, Pekin, IL 00000			Large/Adult/White/Tabby	
09-18-2020 3	09-14-2020	Stray/Aco Pickup	Harms, Jaymee		#188594/U/Cat/Dsh	8841
		Pickup location: 312 Woodland, Pekin, IL 00000			Small/Kitten/Gray	
09-18-2020 4	09-14-2020	Stray/Aco Pickup	Harms, Jaymee		#188595/U/Cat/Dsh	8841
		Pickup location: 312 Woodland, Pekin, IL 00000			Small/Kitten/Buff	
09-18-2020 2	09-14-2020	Stray/Aco Pickup	Harms, Jaymee		#188593/U/Cat/Dsh	8841
		Pickup location: 312 Woodland, Pekin, IL 00000			Small/Kitten/White/Gray	

Attachment: Animal Control Billing September 2020 (2331 : Tazewell County Animal Control Billing - September 2020)

Tazewell County Animal Control

Record count on this entire report: 189
Run Date: 09-30-2020 03:05:17 PM by Ryan Sanders
FAX: (309) 925- 3633

Case Intake Register 09-01-2020 to 09-30-2020

Group By Municipality
Order By Intake Date

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
09-18-2020 5	09-14-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188596/U/Cat/Dsh**	**8841**
		Pickup location: 312 Woodland, Pekin, IL 00000			Small/Kitten/Buff	
09-14-2020 3	09-14-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188408/F/Cat/Dsh**	**8841**
		Pickup location: 312 Woodland, Pekin, IL 00000			Small/Adult/White/Gray	
09-15-2020 1	09-15-2020	**Stray/Aco Pickup**	**Lohnes, Pam**		**#188437/F/Cat/Dsh**	**8860**
		Pickup location: 1223 S 4th St, Pekin, IL 61554			Luna/Small/Adult/Tortoise Shell/Tabby	
09-16-2020 14	09-16-2020	**Wildlife/Aco Pickup**	**Homerin, Charlena**		**#188530/F/Other/Raccoon**	**8870**
		Pickup location: 811 Chestnut St, Pekin, IL 61554			Medium/Adult/Brown	
09-16-2020 11	09-16-2020	**Wildlife/Aco Pickup**	**Lohnes, Pam**		**#188522/U/Rabbit/Bunny Rabbit**	**8869**
		Pickup location: 1110 N 16th St, Pekin, IL 61554			Small/Baby/Brown	
09-16-2020 1	09-16-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188481/U/Cat/Dsh**	**8867**
		Pickup location: 1201 Catherine St, Pekin, IL 61554			Large/Adult/Black	
09-17-2020 5	09-17-2020	**Stray/Citizen Turn-in**		**Becky Griffin**	**#188571/M/Cat/Dmh**	
		Pickup location: Not specified or see notes			Brown/Tabby	
09-17-2020 2	09-17-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188547/U/Cat/Dsh**	**8871**
		Pickup location: 2108 Easter Avenue, Pekin, IL 61554			Medium/Kitten/Tabby	
09-18-2020 11	09-18-2020	**Quarantine/Aco Pickup**	**Harms, Jaymee**	**Seth Ramirez**	**#169298/M/Dog/Pit Bull**	**8886**
		Pickup location: Earl St Edison School, Pekin, IL 61554			Charlie/Medium/Adult/White	
09-19-2020 2	09-19-2020	**Stray/Aco Pickup**	**Kautz, Chad**	**Brandon Baer**	**#188658/M/Dog/Pit Bull**	**8891**
		Pickup location: Summer + Derby St, Pekin, IL 61554			Jameson/Large/Adult/White/Brown	
09-21-2020 3	09-21-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188686/U/Cat/Dsh**	**8896**
		Pickup location: 2108 Easter Avenue, Pekin, IL 61554			Small/Kitten/Brown/Tabby	
09-21-2020 6	09-21-2020	**Euthanasia Request/Owner Turn-in**		**Jean Vaughn**	**#179758/M/Dog/Pit Bull**	
		Pickup location: Not specified or see notes			Diesel/Brindle	
09-22-2020 7	09-22-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188726/M/Cat/Dsh**	**8918**
		Pickup location: 1219 S 13th St, Pekin, IL 61554			Cap'n Crunch/Small/Kitten/Brown/Tabby	
09-22-2020 2	09-22-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188712/U/Cat/Dsh**	**8908**
		Pickup location: 2108 Easter Avenue, Pekin, IL 61554			Small/Adult/Brown/Tabby	
09-22-2020 4	09-22-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188723/F/Cat/Dsh**	**8918**
		Pickup location: 1219 S 13th St, Pekin, IL 61554			Cheerio/Small/Kitten/Gray/White	
09-22-2020 3	09-22-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188722/M/Cat/Dsh**	**8918**
		Pickup location: 1219 S 13th St, Pekin, IL 61554			Apple Jack/Small/Kitten/Tabby	
09-22-2020 5	09-22-2020	**Stray/Aco Pickup**	**Harms, Jaymee**		**#188724/M/Cat/Dsh**	**8918**
		Pickup location: 1219 S 13th St, Pekin, IL 61554			Chex/Small/Kitten/Brown/Tabby	
09-22-2020 10	09-22-2020	**Stray/Citizen Turn-in**			**#188732/U/Cat/Dsh**	
		Pickup location: Not specified or see notes			Medium/Adult/Orange/White	

Attachment: Animal Control Billing September 2020 (2331 : Tazewell County Animal Control Billing - September 2020)

Tazewell County Animal Control

Record count on this entire report: 189
Run Date: 09-30-2020 03:05:17 PM by Ryan Sanders
FAX: (309) 925- 3633

Case Intake Register 09-01-2020 to 09-30-2020

Group By Municipality
Order By Intake Date

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
09-22-2020 11	09-22-2020	**Stray/Citizen Turn-in** Pickup location: Not specified or see notes		**Greg Hedgge**	**#188741/M/Cat/Dsh** Large/Adult/Orange/Tabby	
09-22-2020 12	09-22-2020	**Stray/Citizen Turn-in** Pickup location: Not specified or see notes		**Greg Hedgge**	**#188742/M/Cat/Dsh** Hamilton/Small/Kitten/Orange/Tabby	
09-22-2020 6	09-22-2020	**Stray/Aco Pickup** Pickup location: 1219 S 13th St, Pekin, IL 61554	**Harms, Jaymee**		**#188725/F/Cat/Dsh** Krispy/Small/Kitten/Gray/Tabby	8918
09-23-2020 4	09-23-2020	**Stray/Aco Pickup** Pickup location: 2108 Easter Avenue, Pekin, IL 61554	**Harms, Jaymee**		**#188761/U/Cat/Dsh** Small/Kitten/Brown/Tabby	8923
09-24-2020 2	09-24-2020	**Stray/Aco Pickup** Pickup location: 2108 Easter, Pekin, IL 61554	**Harms, Jaymee**		**#188778/U/Cat/Dsh** Small/Kitten/Brown/Tabby	8932
09-25-2020 4	09-25-2020	**Owner Surrender/Owner Turn-in** Pickup location: Not specified or see notes		**Skyler Welbourne**	**#188824/M/Cat/Dsh** Chester/Medium/Adult/Orange/White	
09-25-2020 3	09-25-2020	**Owner Surrender/Owner Turn-in** Pickup location: Not specified or see notes		**Skyler Welbourne**	**#188823/M/Cat/Dsh** Louie/Medium/Adult/White/Gray	
09-25-2020 6	09-25-2020	**Stray/Aco Pickup** Pickup location: Veerman And Westgate, Pekin, IL 61554	**Harms, Jaymee**		**#188849/M/Dog/Chihuahua** Small/Adult/Tan	8938
09-26-2020 1	09-26-2020	**Euthanasia Request Bite/Aco Pickup** Pickup location: 1327 Hilltop Drive, Pekin, IL 61554	**Kautz, Chad**	**Cathy And Samuel...**	**#166225/M/Dog/Coonhound** Odin/Large/Adult/Black/Brindle	8941
09-27-2020 1	09-27-2020	**Wildlife/Aco Pickup** Pickup location: 417 Catherine, Pekin, IL 61554	**Homerin, Charlena**		**#188860/U/Other/Squirrel** Medium/Adult/Red	8944
09-28-2020 9	09-28-2020	**Owner Surrender/Owner Turn-in** Pickup location: Not specified or see notes		**Randall Rhodes**	**#140977/M/Dog/American Bulldog** Titus Rhodes/White/Fawn	
09-28-2020 10	09-28-2020	**Stray/Citizen Turn-in** Pickup location: Not specified or see notes			**#188893/U/Cat/Dsh** Medium/Adult/Brown/Tabby	
09-29-2020 1	09-29-2020	**Stray/Other** Pickup location: Not specified or see notes			**#188899/U/Cat/Dsh** Medium/Adult/Black	
09-29-2020 2	09-29-2020	**Stray/Other** Pickup location: Not specified or see notes			**#188900/U/Cat/Dsh** Medium/Adult/Brown/Tabby	
09-30-2020 2	09-30-2020	**Owner Surrender/Citizen Turn-in** Pickup location: Not specified or see notes			**#188957/F/Cat/Dsh** Medium/Adult/Tortoise Shell	
09-30-2020 1	09-30-2020	**Owner Surrender/Citizen Turn-in** Pickup location: Not specified or see notes			**#188955/F/Cat/Dsh** Medium/Adult/Calico	
09-30-2020 3	09-30-2020	**Owner Surrender/Citizen Turn-in** Pickup location: Not specified or see notes			**#188958/M/Cat/Dsh** Medium/Adult/Gray/Tabby	
09-30-2020 6	09-30-2020	**Quarantine/Aco Pickup** Pickup location: 239 Briargate, Pekin, IL 61554	**Homerin, Charlena**	**Tricia Cornett**	**#178504/F/Dog/Corgi** Teale/Small/Adult/Tri	8954

Records on this page: 18

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2906-20/21 Establishing the Date for a Public Hearing Regarding Proposed BDD

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The attached ordinance sets the dates for a public hearing related to the adoption of a Business Development District in the City of Pekin. A Business Development District is a legally defined contiguous area of a municipality that has certain powers and authorities different from other parts of the municipality. The purposes of the Business District Development is to strengthen the tax base of the Business District area; to assure opportunities for district development or redevelopment; and to attract sound and stable commercial growth in the District. A BDD is a defined area within which businesses can levy an additional sales tax on eligible goods sold. Municipalities may elect to impose this additional sales tax (and/or Hotel/Motel Tax) in increments of 0.25% up to a maximum of 1.0%. Funds generated as a result of this sales tax can then be used for certain eligible costs within the district as prescribed by the Business District Act. Examples of eligible costs (similar to that of TIF) include:

- Building construction costs, including reimbursement payments to private developers;
- Rehabilitating, reconstructing, remodeling of existing structures;
- Costs of construction of public infrastructure improvements;
- Architectural, engineering, legal, financial services; and
- Property assembly costs such as acquisition, demolition, clearing and grading.

EXAMPLES OF USE

A BDD can effectively be used to help fund eligible public works projects such as the restoration of Court or Derby Streets; various sidewalk repairs; or storm water management projects. Funds can also go to help new and existing businesses renovate, expand operations or relocate to a more suitable location. Additionally, there are no restrictions for BDD funds to help neighborhoods with housing stabilization, demolition of vacant structures or emergency repairs, as long as, the neighborhoods are located within the BDD District.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance which seeks to establish a date for a Public Hearing regarding the creation of Business Development District (BDD) in Pekin. If approved, a public hearing would be scheduled for October 26, 2020 at 4:30pm. Another public meeting would also be scheduled for Monday November 2, 2020 at 5pm. The City Council would then take up consideration of the BDD creation at its November 9, 2020 meeting.

FINANCIAL IMPACT:

Requested Amount:
Line Item:
Budgeted Amount:
Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its $63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/7/2020

Mark A. Rothert
Mark A. Rothert, City Manager 10/7/2020

Date:

Ordinance No. 2906-20/21 Establishing the Date for a Public Hearing Regarding Propo Business Development District

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Attachment: Pekin Ordinance Proposing BDD No 1_29 Sept 2020 (2334 : Ordinance No. 2906-20/21 Establishing the Date for a Public Hearing

ORDINANCE NO. _____-20/21

CITY OF PEKIN, ILLINOIS

AN ORDINANCE
TO ESTABLISH A DATE FOR A PUBLIC HEARING REGARDING THE PROPOSAL TO CONSIDER AND APPROVE A BUSINESS DISTRICT DESIGNATION AND BUSINESS DISTRICT REDEVELOPMENT PLAN

for the

PROPOSED PEKIN
BUSINESS DEVELOPMENT DISTRICT NO. 1

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, ON THE 12TH DAY OF OCTOBER, 2020.

Attachment: Pekin Ordinance Proposing BDD No 1_29 Sept 2020 (2334 : Ordinance No. 2906-20/21 Establishing the Date for a Public Hearing

ORDINANCE NO. _____-20/21

CITY OF PEKIN, ILLINOIS

AN ORDINANCE TO ESTABLISH A DATE FOR A PUBLIC HEARING REGARDING THE PROPOSAL TO CONSIDER AND APPROVE A BUSINESS DISTRICT DESIGNATION AND BUSINESS DISTRICT REDEVELOPMENT PLAN

for the

PROPOSED PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1

PREAMBLE

WHEREAS, the "Business District Development and Redevelopment Act", 65 ILCS 5/11-74.3-1 *et. seq.,* as amended (hereinafter referred to as the "Act") provides for municipalities to create within their corporate boundaries business development districts; and

WHEREAS, the City of Pekin, Tazewell County, Illinois (the "City") has determined that it is necessary to establish a Business Development District within the City in order to attract new businesses to the City, create new job opportunities within the City, increase the tax revenues of the City, and promote the overall health, safety and welfare of the City; and

WHEREAS, the City has determined that the establishment of a Business Development District will also help mitigate the presence of blighting factors as defined in the Act that are present within the City; and

WHEREAS, pursuant to Section 11-74.3-2(a) of the Act, the corporate authorities shall by Ordinance propose the approval of a business district plan and designation of a business district and fix a time and place for a public hearing on the proposals to approve a business district plan and designate a business district; and

WHEREAS, pursuant to Section 11-74.3-2(b) of the Act, the City shall provide notice of this Public Hearing by publication at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Public Hearing, in a newspaper of general circulation within the municipality; and

WHEREAS, at the Public Hearing, any interested person may file written objections with the City Clerk and may be heard orally with respect to any matters embodied in the public notice of the Public Hearing. The City shall hear and determine all alternate proposals or bids for any proposed conveyance of land by the City and located within the proposed business district and all protests and objections at the hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINIOS AS FOLLOWS:

1. The recitals set forth in the preamble to this Ordinance are hereby incorporated by reference as if fully set forth herein.

2. The Public Hearing for the proposed Pekin Business Development District No. 1 shall be held at **4:30 p.m., Central Daylight-Saving Time, on October 26, 2020, at the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois**. Due to health and safety precautions recommended by public health agencies, the Public Hearing will also be available for the public to participate by telephone and/or video conferencing options as shall be provided in the notice of the Public Hearing and otherwise posted by the City.

3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall take effect upon its passage as required by law.

PASSED, APPROVED AND ADOPTED, by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois on this 12th day of October, 2020 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN/ABSENT
John Abel			
Michael Garrison			
Lloyd Orrick			
Dave Nutter			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTALS:			

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Attachment: Pekin Ordinance Proposing BDD No 1_29 Sept 2020 (2334 : Ordinance No. 2906-20/21 Establishing the Date for a Public Hearing

CITY OF PEKIN, ILLINOIS
PROPOSED BUSINESS DEVELOPMENT DISTRICT NO. 1

PROPOSED TIMELINE FOR DISCUSSION PURPOSES ONLY

DRAFT COPY: 28 SEPTEMBER 2020

Regular Municipal Meetings: 2nd & 4th Mondays @ 5:30 pm

STEP	DATE	√	STEP IN PROCEDURE FOR ESTABLISHING BUSINESS DEVELOPMENT DISTRICT (BDD) NO. 1
1	**Monday, February 10, 2020**	X	**REGULAR COUNCIL MEETING:** City approves Professional Services Agreement for Establishing & Administering BDD 1
2	**Monday, October 12, 2020**		**REGULAR COUNCIL MEETING:** City approves Ordinance setting a date/time for a Public Hearing
3	Thursday, October 15, 2020		Publish 1st Notice of BDD Public Hearing
4	Friday, October 16, 2020		Publish 2nd Notice of BDD Public Hearing
5	Friday, October 16, 2020		Draft BDD Redevelopment Plan provided to City
6	**Monday, October 26, 2020**		**PUBLIC HEARING (4:30 p.m.)**
7	**Monday, November 2, 2020**		**PUBLIC MEETING (5:00 p.m.)**
8	**Monday, November 9, 2020**		**REGULAR COUNCIL MEETING:** City approves Ordinance to approve BDD Plan, designate the BDD Area and impose applicable BDD taxes
9	**On or before April 1, 2020 for BDD sales tax to commence the following July 1, 2021**		**City Files with IDOR an Ordinance to Impose applicable Business District Retailers' Occupation Tax, Business District Service Occupation Tax and Hotel Operators' Occupation Tax**

NOTE: The Economic Development Group, Ltd. prepares and coordinates all notices and publications; moderates JRB Meeting and Public Hearings; and Jacob & Klein, Ltd. provides all required Ordinances to the City.

Attachment: Pekin BDD Timeline_revised 28 Sept 2020 (002) (2334 : Ordinance No. 2906-20/21 Establishing the Date for a Public Hearing

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2907-20/21 Approving Execution TIF Redevelopment Agreement with the Collectors Zone

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Collectors Zone is a local business owned by Scott Au. Mr. Au has owned the building located at 521 Court Street since 2015. He is interested in make improvements to his property and is seeking TIF funding assistance from the City of Pekin. Planned improvements include:

- Roof repair work
- Brick repair work

The total anticipated cost of the improvements is $40,000 and Mr. Au is asking the City to provide a not-to-exceed $30,000 loan forgivable over a 5-year period from the Central Business District TIF District Special Allocation Fund. Loan forgiveness would have the following requirements:

- Maintain continuous business operations of The Collectors Zone located at 521 Court Street for five years;
- Annually provide verification of the payment of real estate taxes for 521 Court Street;
- Not file for bankruptcy or otherwise become insolvent;
- Not be the subject of foreclosure proceedings;
- Not vacate the Property during the term of the loan; and
- Timely complete the project within six (6) months of execution of this agreement.

This is a business that is relatively unique to the downtown area and serves as a draw. Using TIF funds to help stabilize the building and promote the businesses long term success in the downtown is in the City's best interest and approval of the grant is recommended by staff.

FINANCIAL IMPACT:

Requested Amount:	$30,000
Line Item:	270-270-591200
Budgeted Amount:	$651,269.71
Remaining Funds:	$160,269.71

IMPACT IF APPROVED: The Collectors Zone is renovated

IMPACT IF DENIED: The Collectors Zone is not renovated

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong

	Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its $63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/8/2020

Date:

Ordinance No. 2907-20/21 Approving Execution of a TIF Redevelopment Agreement with Collectors Zone

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

515 COURT STREET

I-155 IL 29 US 24

I-474 IL 98 Streets

I-74 US 150

Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.

1:540

0 0.00325 0.0065 0.013 mi

0 0.005 0.01 0.02 km

Attachment: 515 Court St Aerial (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 2907-20/21

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PEKIN

AND

SCOTT AU
(D.B.A. COLLECTOR'S ZONE)

PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING DISTRICT

ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS,
ON THE 12TH DAY OF OCTOBER, 2020.

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. 2907-20/21

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN: THE CITY OF PEKIN & SCOTT AU (D.B.A. COLLECTOR'S ZONE)

PEKIN CENTRAL BUSIENSS DISTRICT TAX INCREMENT FINANCING DISTRICT

The City Council has determined that this TIF Redevelopment Agreement is in the best interest of the citizens of the City of Pekin; therefore, be it ordained by the Mayor and City Council of the City of Pekin, Tazewell County, Illinois as follows:

SECTION ONE: The TIF Redevelopment Agreement with Scott Au, Developer (*Exhibit A*) attached hereto is hereby approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said TIF Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.

SECTION THREE: The TIF Redevelopment Agreement shall be effective the date of its approval on the 12th day of October, 2020.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED and ADOPTED by the Corporate Authorities of the City of Pekin this 12th day of October, 2020 and filed in the office of the City Clerk of said City on that date.

MAYOR & COUNCIL MEMBERS	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Michael Garrison			
Lloyd Orrick			
Dave Nutter			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2020
Mayor

ATTEST: _____, Date: ____/____ / 2020
City Clerk, City of Pekin

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT

and

SCOTT AU
(D.B.A. COLLECTOR'S ZONE)

OCTOBER 12, 2020

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

REDEVELOPMENT AGREEMENT
by and between
CITY OF PEKIN, TAZEWELL COUNY, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT
and
SCOTT AU
(D.B.A. COLLECTOR'S ZONE)

THIS REDEVELOPMENT AGREEMENT (including *Exhibits*) is entered into this 12th day of October, 2020, by and between the City of Pekin, Tazewell County, Illinois (the "City"), an Illinois Municipal Corporation, and Scott Au (the "Developer").

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et. seq.*, as amended (the "Act"), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain redevelopment project costs from resulting increases in real estate tax revenues ("real estate tax increment") or from other City revenues; and

WHEREAS, on November 11, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Central Business District TIF District** (hereinafter referred to as the "TIF District"); and

WHEREAS, the Developer owns certain property located at 521 Court Street, Pekin, Illinois (PIN # 04-04-35-336-015) (the "Property") which is located within the TIF District; and

WHEREAS, the Developer has proceeded with plans to undertake a redevelopment project located on the Property consisting of the rehabilitation of the roof and interior of the commercial building located thereon (the "Project"); and

WHEREAS, the Developer is proceeding with the Project and is doing so based on the availability of TIF incentives offered by the City; and

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment within the TIF District and other contiguous redevelopment project areas; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area as amended and further conforms to the land uses of the City as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs (hereinafter referred to as "TIF Eligible Project Costs" or "redevelopment project costs") authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit 1*** of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated from its Project and the City agreed to such incentives; and

WHEREAS, the City has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Redevelopment Plan as amended, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan as amended of the City; and

WHEREAS, the Parties are in agreement that the City shall reimburse the Developer for a portion of its redevelopment project costs incurred for the Project as set forth in ***Exhibit 1*** attached hereto pursuant to the terms set forth below; and

WHEREAS, in consideration of the execution of this Agreement, the Developer shall complete the Project as set forth in ***Exhibit 1***; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

AGREEMENTS

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.

2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.

3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within twelve (12) months from the date of execution of this Agreement, subject to extension due to Force Majeure (defined below).

5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Pekin Central Business District TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in ***Exhibit 1*** for the Developer's Project.

C. INCENTIVES

In consideration for the Developer completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. Upon timely completion of the Project and verification of TIF Eligible Project Costs incurred by the Developer pursuant to Section E below, the City shall reimburse the Developer a single, lump-sum amount not to exceed **Seventy-Five Percent (75%)** of its verified TIF Eligible Project Costs, or the amount of **Thirty Thousand Dollars ($30,000.00)**, whichever is less. Such reimbursement shall be in the form of a forgivable loan with terms and conditions as follows:

a. The full Loan amount of up to $30,000.00 shall be paid to the Developer from the Pekin Central Business District TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon timely completion of the Project and verification of the Developer's TIF Eligible Project Costs pursuant to Section E below, whichever is later.

b. The interest rate for the Loan shall be three percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.

c. The term of the Loan shall expire on the date that is five (5) years from the date the Loan funds are disbursed to the Developer.

d. One-Fifth (1/5) of the balance due on the Loan and any accrued interest thereon shall be forgiven on an annual basis with the first such date of forgiveness being the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the one-year anniversary of each year thereafter for four additional years. Such forgiveness shall also be conditioned on the following:

i. The Developer does not sell or otherwise transfer the Property during the term of the Loan.

ii. The Developer timely completes the Project.

iii. The Developer does not file for bankruptcy or otherwise become insolvent.

iv. The Developer does not vacate the Property during the term of the Loan.

v. The Property does not become the subject of foreclosure proceedings.

vi. The Developer maintains continuous operation of the business known as the Collector's Zone located on the Property for the term of the Loan.

e. Upon default by the Developer of any of the terms of the Loan or any other provision set forth in this Agreement, the remaining balance due on the Loan and any accrued interest thereon shall be immediately due and payable upon written demand of the same by the City.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act, up to an amount not to exceed $30,000.00 for verified TIF Eligible Project Costs incurred for the Project from the real estate tax increment generated by the TIF District and deposited into the Special Account, but only for the term of the Agreement.

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.

3. The Developer agrees to complete the project, subject to Force Majeure, as defined below in *Section L.*

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a requisition for payment of private redevelopment costs ("Requisition for Reimbursement" attached hereto as ***Exhibit 2***, hereinafter referred to as "Requisition") submitted from time to time by the Developer to the City's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and shall be subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.

2. All Requisitions must be accompanied by verified bills, statements, or invoices of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the parties entitled to a payment, or other proofs of payment for such bills, statements, or invoices for costs that are the subject of such Requisition.

3. **For the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the City by March 1 of the following calendar year.** If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate tax increment receipts.

4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.

5. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

6. All TIF Eligible Project Costs which have been approved by the Administrator shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan, this Agreement, and as allowed by Illinois Law.

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

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7. The Parties acknowledge that the determination of TIF Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.

8. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.

2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Special Account. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

H. CITY PUBLIC PROJECTS

The City intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The City shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the City in the TIF District.

I. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

J. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

K. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

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L. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete this Project within twelve (12) months from the date of execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, or any other cause beyond the reasonable control of Developer or the City.

M. ASSIGNMENT

The rights and obligations of the Developer under this Agreement shall not be assignable.

N. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be generated in a sufficient amount to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the City may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Q. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

TO CITY:
City Clerk, City of Pekin
111 S. Capitol Street
Pekin, IL 61554
Telephone: (309) 477-2300

With Copy to:
Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

TO DEVELOPER:
Scott Au
1212 Janssen
Pekin, IL 61554

With Copy to:

R. SUCCESSORS IN INTEREST

Subject to the provisions of *Section N*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

S. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

T. INDEMNIFICATION OF CITY

The Parties acknowledge that the current position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act is not applicable to TIF incentives that are received by private Developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor, which is currently under review, is available online at: https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx. If the Prevailing Wage Act is determined by a court of law, or agency with the authority to make such determination, to apply to private TIF projects, the Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

Any project costs incurred by the Developer within a public right-of-way or for which the improvements are intended to be dedicated to the City are subject to the Prevailing Wage Act.

U. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

V. AMENDMENTS TO THIS AGREEMENT

The Parties hereto may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.

W. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the date that is five (5) years from the date the Loan proceeds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Redevelopment Agreement.

X. OTHER GENERAL PROVISIONS

1. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

2. **Warranty of Signatories:** The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

3. **Counterparts:** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

4. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of Tazewell County, Illinois.

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Pekin, Illinois.

CITY

PEKIN, ILLINOIS, An Illinois Municipal Corporation

BY:

_____
Mayor, City of Pekin

ATTEST:

_____
City Clerk, City of Pekin

DEVELOPER

SCOTT AU

BY:

_____
Scott Au

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

EXHIBIT 1

Summary of Estimated TIF Eligible Project Costs

Scott Au Redevelopment Project

Pekin Central Business District TIF District in the City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to rehabilitate and renovate the roof and interior of the building located on the Property.

Principal Street Location: 521 Court Street, Pekin, Illinois

PIN #'s: 04-04-35-336-015

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation Costs	$40,000
Total Estimated TIF Eligible Project Costs[1]	**$40,000**

[1] The City's reimbursement of Eligible Project Costs to the Developer shall not exceed $30,000.00, as set forth in this Redevelopment Agreement.

EXHIBIT 2

Private Project Requisition for Reimbursement
CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

PRIVATE PROJECT REQUISITION FOR REIMBURSEMENT
by
SCOTT AU

Date: _____ / _____ / 20____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated October 12, 2020
by and between the City of Pekin, Illinois, and
Scott Au (the "Developer")

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Requisition for Reimbursement. The terms used in this Requisition for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUISITION FOR REIMBURSEMENT NO. _____

2. PAYMENT PAYABLE TO: **Scott Au**

3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
TOTAL REQUEST:	

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

4. The amount requested to be disbursed pursuant to this Requisition for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit 1*** of the Redevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:

   a. the amounts included in *(3)* above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and

   b. the amounts paid or to be paid, as set forth in this Requisition for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and

   c. the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section D* of the Redevelopment Agreement: have not been included in any previous Requisition for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and

   d. the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually paid for Redevelopment Project Costs; and

   e. the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

   Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Requisition for Reimbursement is ***Exhibit 1*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY:_____ (DEVELOPER) DATE: ____ / ____ / 20____

APPROVED BY CITY OF PEKIN, ILLINOIS

BY:_____TITLE:_____ DATE: ____ / ____ / 20____

REVIEWED BY JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY:_____TITLE:_____ DATE: ____ / ____ / 20____

Attachment: Pekin CBD TIF_Scott Au (Collector's Zone)_RDA_29 September 2020 (2317 : Ordinance No. 2907-20/21 Approving Execution TIF

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2908-20/21 Approving Execution of a TIF Redevelopment Agreement with Salon Renaissance

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Salon Renaissance is a local business owned by Brad and Debra Bernarnd. They have owned the building located at 515 Pekin Street and have been a downtown presence since 1974. The Bernard's are looking to make improvements to their property and are seeking TIF funding assistance from the City of Pekin. Planned improvements include:

- New signage (rear entrance)
- New awning (rear entrance)
- New windows
- New secure back door
- HVAC, electrical and plumbing upgrades
- Roof repairs

The total anticipated cost of the improvements is $40,000 and the Bernard's are asking the City to provide a not-to-exceed $30,000 forgivable loan over a 5-year period from the Central Business District TIF District Special Allocation Fund. Loan forgiveness would have the following requirements:

- Maintain continuous business operations of Salon Renaissance located at 515 Court Street for five years;
- Annually provide verification of the payment of real estate taxes for 515 Court Street;
- Not file for bankruptcy or otherwise become insolvent;
- Not be the subject of foreclosure proceedings;
- Not vacate the Property during the term of the loan; and
- Timely complete the project within six (6) months of execution of this agreement.

This owners have indicated their desire to remain downtown and are confident these improvements will allow them to do so for the foreseeable future.

FINANCIAL IMPACT:

Requested Amount: $30,000
Line Item: 270-270-591200
Budgeted Amount: $651,238
Remaining Funds: $190,269.71

IMPACT IF APPROVED: Salon Renaissance building is improved

IMPACT IF DENIED: Salon Renaissance building is not improved

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its $63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/8/2020

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of_ _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

515 COURT STREET

I-155
I-474
I-74
IL 29
IL 98
US 150
US 24
Streets

Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.

1:540

0 0.00325 0.0065 0.013 mi

0 0.005 0.01 0.02 km

Attachment: 515 Court St Aerial (2316 : Ordinance No. 2908-20/21 Approving Execution of a TIF

Attachment: Pekin CBD TIF_Debra Barnard Ltd.)Salon Renaissance)_RDA_29 September 2020 (2316 : Ordinance No. 2908-20/21 Approving

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 2908-20/21

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PEKIN

AND

DEBRA BARNARD, LTD.
(D.B.A. SALON RENAISSANCE)

PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING DISTRICT

ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS,
ON THE 12TH DAY OF OCTOBER, 2020.

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. 2908-20/21

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN: THE CITY OF PEKIN & DEBRA BARNARD, LTD. (D.B.A. SALON RENAISSANCE)

PEKIN CENTRAL BUSIENSS DISTRICT TAX INCREMENT FINANCING DISTRICT

The City Council has determined that this TIF Redevelopment Agreement is in the best interest of the citizens of the City of Pekin; therefore, be it ordained by the Mayor and City Council of the City of Pekin, Tazewell County, Illinois as follows:

SECTION ONE: The TIF Redevelopment Agreement with Debra Barnard, Ltd., Developer (*Exhibit A*) attached hereto is hereby approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said TIF Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.

SECTION THREE: The TIF Redevelopment Agreement shall be effective the date of its approval on the 12th day of October, 2020.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED and ADOPTED by the Corporate Authorities of the City of Pekin this 12th day of October, 2020 and filed in the office of the City Clerk of said City on that date.

MAYOR & COUNCIL MEMBERS	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Michael Garrison			
Lloyd Orrick			
Dave Nutter			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2020
Mayor

ATTEST: _____, Date: ____/____ / 2020
City Clerk, City of Pekin

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TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT

and

DEBRA BARNARD, LTD.
(D.B.A. SALON RENAISSANCE)

OCTOBER 12, 2020

REDEVELOPMENT AGREEMENT
by and between
CITY OF PEKIN, TAZEWELL COUNY, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT
and
DEBRA BARNARD, LTD.
(D.B.A. COLLECTOR'S ZONE)

THIS REDEVELOPMENT AGREEMENT (including *Exhibits*) is entered into this 12th day of October, 2020, by and between the City of Pekin, Tazewell County, Illinois (the "City"), an Illinois Municipal Corporation, and Debra Barnard, Ltd., an Illinois Corporation (the "Developer").

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et. seq.*, as amended (the "Act"), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain redevelopment project costs from resulting increases in real estate tax revenues ("real estate tax increment") or from other City revenues; and

WHEREAS, on November 11, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Central Business District TIF District** (hereinafter referred to as the "TIF District"); and

WHEREAS, the Developer owns certain property located at 515 Derby Street, Pekin, Illinois (PIN # 04-04-35-336-013) (the "Property") which is located within the TIF District; and

WHEREAS, the Developer has proceeded with plans to undertake a redevelopment project located on the Property consisting of the rehabilitation of the commercial building located thereon (the "Project"); and

WHEREAS, the Developer is proceeding with the Project and is doing so based on the availability of TIF incentives offered by the City; and

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WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment within the TIF District and other contiguous redevelopment project areas; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area as amended and further conforms to the land uses of the City as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs (hereinafter referred to as "TIF Eligible Project Costs" or "redevelopment project costs") authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit 1*** of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated from its Project and the City agreed to such incentives; and

WHEREAS, the City has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Redevelopment Plan as amended, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan as amended of the City; and

WHEREAS, the Parties are in agreement that the City shall reimburse the Developer for a portion of its redevelopment project costs incurred for the Project as set forth in ***Exhibit 1*** attached hereto pursuant to the terms set forth below; and

WHEREAS, in consideration of the execution of this Agreement, the Developer shall complete the Project as set forth in ***Exhibit 1***; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

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AGREEMENTS

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.

2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.

3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within twelve (12) months from the date of execution of this Agreement, subject to extension due to Force Majeure (defined below).

5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Pekin Central Business District TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in ***Exhibit 1*** for the Developer's Project.

C. INCENTIVES

In consideration for the Developer completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. Upon timely completion of the Project and verification of TIF Eligible Project Costs incurred by the Developer pursuant to Section E below, the City shall reimburse the Developer a single, lump-sum amount not to exceed **Seventy-Five Percent (75%)** of its verified TIF Eligible Project Costs, or the amount of **Thirty Thousand Dollars ($30,000.00)**, whichever is less. Such reimbursement shall be in the form of a forgivable loan with terms and conditions as follows:

a. The full Loan amount of up to $30,000.00 shall be paid to the Developer from the Pekin Central Business District TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon timely completion of the Project and verification of the Developer's TIF Eligible Project Costs pursuant to Section E below, whichever is later.

b. The interest rate for the Loan shall be three percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.

c. The term of the Loan shall expire on the date that is five (5) years from the date the Loan funds are disbursed to the Developer.

d. One-Fifth (1/5) of the balance due on the Loan and any accrued interest thereon shall be forgiven on an annual basis with the first such date of forgiveness being the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the one-year anniversary of each year thereafter for four additional years. Such forgiveness shall also be conditioned on the following:

i. The Developer does not sell or otherwise transfer the Property during the term of the Loan.

ii. The Developer timely completes the Project.

iii. The Developer does not file for bankruptcy or otherwise become insolvent.

iv. The Developer does not vacate the Property during the term of the Loan.

v. The Property does not become the subject of foreclosure proceedings.

vi. The Developer maintains continuous operation of the business known as Salon Renaissance located on the Property for the term of the Loan.

e. Upon default by the Developer of any of the terms of the Loan or any other provision set forth in this Agreement, the remaining balance due on the Loan and any accrued interest thereon shall be immediately due and payable upon written demand of the same by the City.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act, up to an amount not to exceed $30,000.00 for verified TIF Eligible Project Costs incurred for the Project from the real estate tax increment generated by the TIF District and deposited into the Special Account, but only for the term of the Agreement.

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2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.

3. The Developer agrees to complete the project, subject to Force Majeure, as defined below in *Section L.*

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a requisition for payment of private redevelopment costs ("Requisition for Reimbursement" attached hereto as ***Exhibit 2***, hereinafter referred to as "Requisition") submitted from time to time by the Developer to the City's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and shall be subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.

2. All Requisitions must be accompanied by verified bills, statements, or invoices of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the parties entitled to a payment, or other proofs of payment for such bills, statements, or invoices for costs that are the subject of such Requisition.

3. **For the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the City by March 1 of the following calendar year.** If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate tax increment receipts.

4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.

5. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

6. All TIF Eligible Project Costs which have been approved by the Administrator shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan, this Agreement, and as allowed by Illinois Law.

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7. The Parties acknowledge that the determination of TIF Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.

8. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.

2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Special Account. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

H. CITY PUBLIC PROJECTS

The City intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The City shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the City in the TIF District.

I. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

J. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

K. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

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L. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete this Project within twelve (12) months from the date of execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, or any other cause beyond the reasonable control of Developer or the City.

M. ASSIGNMENT

The rights and obligations of the Developer under this Agreement shall not be assignable.

N. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be generated in a sufficient amount to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the City may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Q. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO CITY:
City Clerk, City of Pekin
111 S. Capitol Street
Pekin, IL 61554
Telephone: (309) 477-2300

TO DEVELOPER:
Debra Barnard, Ltd.
c/o Debra Barnard
707 S. 5th Street
Pekin, IL 61554

With Copy to:
Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

With Copy to:

R. SUCCESSORS IN INTEREST

Subject to the provisions of *Section N*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

S. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

T. INDEMNIFICATION OF CITY

The Parties acknowledge that the current position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act is not applicable to TIF incentives that are received by private Developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor, which is currently under review, is available online at: https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx. If the Prevailing Wage Act is determined by a court of law, or agency with the authority to make such determination, to apply to private TIF projects, the Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

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Any project costs incurred by the Developer within a public right-of-way or for which the improvements are intended to be dedicated to the City are subject to the Prevailing Wage Act.

U. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

V. AMENDMENTS TO THIS AGREEMENT

The Parties hereto may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.

W. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the date that is five (5) years from the date the Loan proceeds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Redevelopment Agreement.

X. OTHER GENERAL PROVISIONS

1. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

2. **Warranty of Signatories:** The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

3. **Counterparts:** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

4. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of Tazewell County, Illinois.

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THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Pekin, Illinois.

CITY

PEKIN, ILLINOIS, An Illinois Municipal Corporation

BY:

_____
Mayor, City of Pekin

ATTEST:

_____
City Clerk, City of Pekin

DEVELOPER

DEBRA BARNARD, LTD.

BY:

_____
Debra Barnard, President

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EXHIBIT 1

Summary of Estimated TIF Eligible Project Costs

Salon Renaissance Redevelopment Project

Pekin Central Business District TIF District in the City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to rehabilitate and renovate the building located on the Property.

Principal Street Location: 515 Derby Street, Pekin, Illinois

PIN #'s: 04-04-35-336-013

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation Costs..... $40,000

Total Estimated TIF Eligible Project Costs[1] $40,000

[1] The City's reimbursement of Eligible Project Costs to the Developer shall not exceed $30,000.00, as set forth in this Redevelopment Agreement.

EXHIBIT 2

Private Project Requisition for Reimbursement
CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

PRIVATE PROJECT REQUISITION FOR REIMBURSEMENT
by
DEBRA BARNARD, LTD.

Date: _____ / _____ / 20____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated October 12, 2020
by and between the City of Pekin, Illinois, and
Debra Barnard, Ltd. (the "Developer")

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Requisition for Reimbursement. The terms used in this Requisition for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUISITION FOR REIMBURSEMENT NO. _____

2. PAYMENT PAYABLE TO: **Debra Barnard, Ltd.**

3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
TOTAL REQUEST:	

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4. The amount requested to be disbursed pursuant to this Requisition for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit 1*** of the Redevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:

   a. the amounts included in *(3)* above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and

   b. the amounts paid or to be paid, as set forth in this Requisition for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and

   c. the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section D* of the Redevelopment Agreement: have not been included in any previous Requisition for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and

   d. the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually paid for Redevelopment Project Costs; and

   e. the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

   Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Requisition for Reimbursement is ***Exhibit 1*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY:_____ (DEVELOPER) DATE: ____ / ____ / 20____

APPROVED BY CITY OF PEKIN, ILLINOIS

BY:_____TITLE:_____ DATE: ____ / ____ / 20____

REVIEWED BY JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY:_____TITLE:_____ DATE: ____ / ____ / 20____

Attachment: Pekin CBD TIF_Debra Barnard Ltd.)Salon Renaissance)_RDA_29 September 2020 (2316 : Ordinance No. 2908-20/21 Approving

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM:	Ordinance No. 2909-20/21 Approving Execution of a First Amendmen Hamm's Furniture
ACTION REQUESTED:	Approve and Adopt the Ordinance.

DESCRIPTION: On August 24, 2020, the Pekin City Council approved a redevelopment agreement with Hamm's Furniture for stabilization and improvements to their building located at 347 Court Street. The scope of the project included, among other things, new windows, refurbishing of an existing awning and painting the entire façade.

Like most older buildings, there have been some unexpected costs associated with accomplishing the above mentioned tasks and Mr. Hamm has identified another $27,000 in costs. These costs include:

- The purchase of a new awning: The company that was going to power wash and reinstall the existing awning told Mr. Hamm is would likely not withstand the process and they recommended he purchase and install a new one.
- Framing for upper story windows: Additional carpentry work to make the frames ready for installation has driven up the overall cost of the windows.
- Removal and replacement of metal transom covering: This was not a budgeted expense but after the awning was removed it became apparent that this portion of the building would be out of character with the newly painted façade.

In order to bring this project to full completion and set the standard of quality for future downtown renovation projects, staff recommends approval of a supplemental authorization to approve up to a maximum of $15,000 for additional costs on the Hamm's Furniture renovation project. Mr. Hamm has agreed to cover any additional costs in excess of $15,000.

FINANCIAL IMPACT:

Requested Amount:	Up to $15,000
Line Item:	270-270-591200
Budgeted Amount:	$651,238
Available Funds:	$190,269.71

IMPACT IF APPROVED:	Building renovations are completed as described above.
IMPACT IF DENIED:	Building renovations are not completed as described above.
ALTERNATIVES:	N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively

	to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/9/2020

Mark A. Rothert
Mark A. Rothert, City Manager 10/9/2020

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 2909-2021

PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING DISTRICT

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE TAX INCREMENT FINANCING (TIF) DISTRICT REDEVELOPMENT AGREEMENT

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

HAMM'S FURNITURE, INC.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS ON THE 12TH DAY OF OCTOBER, 2020.

Attachment: HAMM'S FIRST AMENDMENT (2332 : Ordinance No. 2909-20/21 Approving Execution of a First Amendmen Hamm's Furniture)

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. 2909-20/21

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE TAX INCREMENT FINANCING (TIF) DISTRICT REDEVELOPMENT AGREEMENT

by and between

THE CITY OF PEKIN
and
HAMM'S FURNITURE, INC.

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois home rule municipality (the "City"), have determined that this First Amendment to the Redevelopment Agreement is in the best interest of the citizens of the City of Pekin.

THEREFORE, be it ordained by the Mayor and City Council of Pekin, Illinois, in the County of Tazewell, as follows:

1. The First Amendment to the TIF Redevelopment Agreement with Hamm's Furniture, Inc. (the "Developer") attached hereto as ***Exhibit A*** is hereby approved.

2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said First Amendment to the Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.

3. The First Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 12th day of October, 2020.

4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

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Attachment: HAMM'S FIRST AMENDMENT (2332 : Ordinance No. 2909-20/21 Approving Execution of a First Amendmen Hamm's Furniture)

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Pekin this 12th day of October, 2020.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
John Abel				
Michael Garrison				
Dave Nutter				
Lloyd Orrick				
Rick Hilst				
Karen Hohimer				
Mark Luft, Mayor				

APPROVED: _____, Date ____/ ____ / 2020
Mayor

ATTEST: _____, Date: ____/ ____ / 2020
City Clerk, City of Pekin

Attachment: **EXHIBIT A.** First Amendment to the Redevelopment Agreement by and between the City of Pekin and Hamm's Furniture, Inc.

Attachment: HAMM'S FIRST AMENDMENT (2332 : Ordinance No. 2909-20/21 Approving Execution of a First Amendmen Hamm's Furniture)

EXHIBIT A

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT
FIRST AMENDMENT TO THE TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT

by and between

THE CITY OF PEKIN

and

HAMM'S FURNITURE, INC.

Attachment: HAMM'S FIRST AMENDMENT (2332 : Ordinance No. 2909-20/21 Approving Execution of a First Amendmen Hamm's Furniture)

Attachment: HAMM'S FIRST AMENDMENT (2332 : Ordinance No. 2909-20/21 Approving Execution of a First Amendmen Hamm's Furniture)

CITY OF PEKIN
PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING DISTRICT

FIRST AMENDMENT TO THE TIF REDEVELOPMENT AGREEMENT

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

HAMM'S FURNITURE, INC.

OCTOBER 12, 2020

CITY OF PEKIN
PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT
FIRST AMENDMENT TO THE
TIF REDEVELOPMENT AGREEMENT
by and between
CITY OF PEKIN
and
HAMM'S FURNITURE, INC.

THIS FIRST AMENDMENT TO THE TIF REDEVELOPMENT AGREEMENT is entered into this 12th day of October, 2020, by and between the **CITY OF PEKIN** (the "City"), an Illinois Municipal Corporation, Tazewell County, Illinois; and **HAMM'S FURNITURE, INC., an Illinois Corporation** (the "Developer").

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, by promoting the development of private investment property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq*., as amended (the "Act"), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 the City is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, on November 11, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Redevelopment Plan and Projects, designated a Redevelopment Project Area and adopted Tax Increment Financing under the Act for the **Pekin Central Business District TIF District** (the "TIF District"); and

WHEREAS, on August 24, 2020, the City and Developer entered into a Redevelopment Agreement (the "Original Agreement"), wherein the City agreed to extend incentives to provide reimbursement of certain TIF eligible project costs for the Developer's Project on the real property located at 347 Court Street, Pekin, Illinois (Parcel Identification Number 04-04-34-434-012) (the "Property"); and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate and municipal tax bases of the City and the tax bases of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment projects

Attachment: HAMM'S FIRST AMENDMENT (2332 : Ordinance No. 2909-20/21 Approving Execution of a First Amendmen Hamm's Furniture)

undertaken within the TIF District; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs ("Eligible Project Costs") and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

WHEREAS, the Parties agree to Amend the terms of the Original Agreement executed on August 24, 2020, as set forth below.

FIRST AMENDMENT

A. AMENDED "C. INCENTIVES"

Section C(1) of the Original Agreement shall be amended by increasing the amount to be loaned by the City to the Developer thereunder from $152,000.00 to $167,000.00.

B. PRIOR AGREEMENT TERMS APPLY

All terms of the Original Agreement and any Exhibits to the Original Agreement shall apply to this Amendment and remain effective unless specifically modified by this First Amendment to the Redevelopment Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this First Amendment to the Redevelopment Agreement to be executed by their duly authorized officers on the above date at Pekin, Illinois.

CITY	**DEVELOPER**
CITY OF PEKIN, an Illinois Municipal Corporation:	**HAMM'S FURNITURE, INC.**, an Illinois Corporation
BY:_____ Mayor	BY:_____
	NAME:_____
ATTEST:_____ City Clerk	TITLE:_____

Attachment: HAMM'S FIRST AMENDMENT (2332 : Ordinance No. 2909-20/21 Approving Execution of a First Amendmen Hamm's Furniture)

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM:	Ordinance No. 2910-20/21 Reimbursement of COVID19 Expenses Through FEMA/IEMA
ACTION REQUESTED:	Approve and Adopt the Ordinance.

DESCRIPTION: The Federal Emergency Management Agency (FEMA), through the Illinois Emergency Management Agency (IEMA), has designated all counties in Illinois as eligible for funding under its Public Assistance (PA) Program, Category B – Emergency Protective Measures. The City may therefore utilize this funding stream to pay for costs that are also eligible through the Local CURE funding availability through the State of Illinois (see previously provided list of COVID-19 related expenses and projects attached).

Additionally, the Illinois Department of Commerce and Economic Opportunity recently released guidelines declaring that normally budgeted public safety personnel costs would be an eligible expense to be reimbursed by the Local CURE program. It therefore would be prudent to submit a reimbursement request to the Local CURE program for the full amount allocated to the City ($1,406,481) utilizing public safety personnel costs. The City would then submit to the FEMA/IEMA PA Program for reimbursement on other COVID related expenses outlined in the attachment. The FEMA PA Program will reimburse requests at 75%, with the other 25% coming from other sources. Reimbursement funds received through the Local CURE Program can then be utilized to fulfill this 25% local match.

Please note that the City will not know if a request for reimbursement is approved or denied until FEMA/IEMA makes a determination. In instances where FEMA/IEMA may deny requests for reimbursement, the Local CURE Program reimbursement may have to cover 100% of the costs associated with the COVID-19 related expense. However, the total spending authority for COVID-19 related expenses will not exceed $1,406,481 as previously authorized.

The attached ordinance is similar to the one passed at the September 28, 2020 City Council meeting providing authorization to pursue Local CURE reimbursement. In this instance, however, authorization is requested to pursue FEMA/IEMA Public Assistance funding.

Staff recommends approval.

FINANCIAL IMPACT:	N/A
Requested Amount: Line Item: Budgeted Amount: Remaining Funds:	
IMPACT IF APPROVED:	City will pursue FEMA/IEMA Public Assistance funding.
IMPACT IF DENIED:	City will not pursue FEMA/IEMA Public Assistance funding.
ALTERNATIVES:	N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:	
	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its $63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/8/2020

Mark A. Rothert
Mark A. Rothert, City Manager 10/9/2020

Date:

WHEREAS, in response to the COVID-19 pandemic, the Federal Emergency Management Agency (FEMA), through the Illinois Emergency Management Agency (IEMA), has designated all counties in Illinois as eligible for funding under its Public Assistance (PA) Program (the "Program"), Category B – Emergency Protective Measures, to provide reimbursement for units of local government in Illinois impacted by the COVID-19 pandemic; and

WHEREAS, the City Council of the City of Pekin desires to use such funds in the course of its response to COVID-19 to improve the safety and health of its employees and citizens as well as the City's ability to respond to the COVID-19 pandemic through the Public Assistance program; and

WHEREAS, in order to receive reimbursement from FEMA/IEMA for COVID-19 related expenses pursuant the Program, the City must comply with the terms and conditions of the Public Assistance Program; and

WHEREAS, the City anticipates certain projects, personal protective equipment, materials, medical expenses and other related expenses paid by the City through December 31, 2020, to be eligible for reimbursement through the Program; and

WHEREAS, the City currently has funds available in all departments, and expects to receive reimbursement from the Program prior to the end of the current fiscal year on April 30, 2021; and

WHEREAS, the City has sufficient funds in its General, Sewer, and School Bus Funds to advance the payments funds as provided herein; and

WHEREAS, due to emergency nature of the COVID-19 pandemic response and the short time frame in which funds must be spent in order to be eligible for reimbursement, the City Council finds it is necessary to grant the City Manager emergency spending authority to expedite the acquisition of goods and services necessary to respond to the COVID-19 pandemic; and

WHEREAS, the City Council finds it is in the best interest of the residents and employees of the City to allocate City funds to providing response to the COVID-19 pandemic, and to advance the payment of such assistance from City funds, to be reimbursed by FEMA/IEMA under the Public Assistance Program.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The City shall allocate funds from its City budget, consisting of projects, materials, personal protective equipment and other COVID-19 related expenses eligible under the Public Assistance Program, in continued response to the COVID-19 pandemic, pursuant to such parameters and guidelines as may be issued by FEMA/IEMA or deemed necessary and appropriate by the City Manager.

Section 3. The City shall advance funds up to, but not to exceed $1,406,081.00 from its appropriate department budgets for COVID-19-related expenses, which are eligible for reimbursement by FEMA/IEMA under the Public Assistance Program.

Section 4. The City Manager is granted emergency authorization to approve purchases and sign agreements and contracts for COVID-19-related expenses that are eligible for reimbursement through the Public Assistance Program, in amounts not to exceed an aggregate total $1,406,081.00, without regard for the spending

limits imposed on the City Manager in the City's Procurement Code. City staff shall have all projects and expenses approved by the City Manager prior to committing to the projects.

Section 5. The Mayor is authorized to execute and deliver and the City Clerk is authorized to attest to said execution of any and all documents necessary to participate in the FEMA/IEMA Public Assistance Program.

Section 6. The City Manager shall report monthly, if not more regularly, to the City Council of FEMA/IEMA Public Assistance Program expenditures.

Section 7. City staff are directed to pursue all other available grant and funding opportunities from State and federal sources for the purpose of assisting the City in its response to the COVID-19 pandemic.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Local CURE Act & IEMA Pubic Assistaance Funding Availability

		Original Estimate	IEMA Funding (Covers 75% of Cost)	CURES ACT FUNDING (Covers 25% of Cost)
EXPENSES				
Payroll expended through 9/11/2020		$ 250,000	$ -	$ 250,000
PPE, materials, and medical expenses expended through 9/11/2020		$ 65,029	$ 48,772	$ 16,257
Description of Projects related to COVID19 planned from 9/11/20 through 12/31/2020	**IEMA Purchase Category**			
Emergency Operations Center	EOC	$ 400,000	$ 300,000	$ 100,000
Fire Dept Bunk rooms divided into individual pods including separate HVAC	N/A	$ 150,000	$ 112,500	$ 37,500
HVAC - Fire Stations	Disinfection	$ 80,000	$ 60,000	$ 20,000
Economizer HVAC - City Hall	Disinfection	$ 35,000	$ 26,250	$ 8,750
Ventilation shop Street dept x9	Disinfection	$ 24,000	$ 18,000	$ 6,000
Touchless toilets/urinals (14 City hall, 5 Street Dept, 10 Bus Dept)	Disinfection	$ 60,000	$ 45,000	$ 15,000
8 touchless stools & 3 urinals (FD)	Disinfection	$ 30,000	$ 22,500	$ 7,500
Touchless water faucets (13 city hall, 11 FD, 4 Street, 4 WWTP)	Disinfection	$ 12,000	$ 9,000	$ 3,000
Water fountain City Hall 2nd Floor	Disinfection	$ 2,000	$ 1,500	$ 500
Touchless hand sanitizers (30 stations + refills)	Disinfection	$ 25,350	$ 19,013	$ 6,338
Fire cleaning supplies	Disinfection	$ 20,000	$ 15,000	$ 5,000
Police Cleaning supplies	Disinfection	$ 20,000	$ 15,000	$ 5,000
Bus Dept sanitizing supplies	Disinfection	$ 20,000	$ 15,000	$ 5,000
Street sanitizing supplies	Disinfection	$ 10,000	$ 7,500	$ 2,500
Sanitizing solution	Disinfection	$ 2,500	$ 1,875	$ 625
Sanitizing sprayer x6	Disinfection	$ 2,400	$ 1,800	$ 600
Furnace Filters	Disinfection	$ 2,000	$ 1,500	$ 500
Touchless soap dispenser	Disinfection	$ 1,400	$ 1,050	$ 350
Touchless sink batteries	Disinfection	$ 520	$ 390	$ 130
Re-usable masks for all employees	PPE	$ 1,358	$ 1,019	$ 340
Glass and drywall repairs for City Hall front Counter	Physical Barrier	$ 50,000	$ 37,500	$ 12,500
Public Safety Personnel Costs related to COVID-19	N/A	$ 102,924	$ -	$ 893,092
FD medical supplies	Medical Care	$ 40,000	$ 37,500	$ 10,000
TOTAL PLANNED EXPENSES		**$ 1,091,452**	**$ 748,896**	**$ 1,140,224**
TOTAL EXPENSES		$ 1,406,481	$ 797,668	$ 1,406,481

Attachment: COVID 19 Projects (2338 : Ordinance No. 2910-20/21 Reimbursement of COVID19 Expenses

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM:	Resolution No. 175-20/21 Reimbursement for COVID-19 Small Business Assistance Grants
ACTION REQUESTED:	Approve and Adopt the Resolution.

DESCRIPTION: In response to the COVID-19 pandemic, the City Council, at its April 13, 2020 meeting, adopted Resolution 75-19/20 which allocated $1,000,000 to support a small businesses assistance grant program ("Business Assistance Program") to help qualifying businesses address the negative impacts of the pandemic. To immediately fund the Business Assistance Program, the City dedicated funds from its General Fund reserves to provide such assistance to small businesses. The City had planned to reimburse its General Fund from a reallocation of Community Development Block Grant ("CDBG") funding.

On September 29, 2020, the State announced a Notice of Funding Opportunity ("NOFO") for its Local CURE's Economic Support Payments Grant Program ("ES Program"), as authorized by Public Act 101-636, Public Act 101-637 and Title 14 Illinois Administrative Code Part 700 (14 Ill. Admin. Code Part 700). The ES Program is providing up to $15,000,000 to local governments for reimbursement of any economic or business support programs from the period of March 1, 2020 through December 30, 2020. Upon review of the NOFO, it would appear that Pekin's Business Assistant Program could qualify for reimbursement.

As originally planned, the redistribution of CDBG funds to support the Business Assistance Program redirected funds from other programs and projects that help low-moderate income residents of the City of Pekin. If successful in obtaining ES Program funds, CDBG funds could be reallocated back to those purposes that included infrastructure improvements, home rehabilitation, grants to nonprofits, and the demolition of unsafe structures.

The ES Program, at this time, seems a more ideal funding opportunity to reimburse the City's General Fund for its Business Assistance Program than CDBG funds. Staff therefore recommends that the City pursue reimbursement through the ES Program. Should the City receive partial funding, or no funding, from the ES Program, the City should then pursue reimbursement of any remaining Business Assistance Program costs through its CDBG entitlement funding.

FINANCIAL IMPACT:

Amount:	Up to $1,000,000 in grant reimbursement from the State
Line Item:	
Budgeted Amount:	
Remaining Funds:	

IMPACT IF APPROVED: City will apply to the ES Program. If successful, up to $1 million in state grant funding could come to the City, allowing CDBG funds to be repurposed for other needed projects and issues.

IMPACT IF DENIED: City will not apply to the ES Program

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/6/2020

Mark A. Rothert
Mark A. Rothert, City Manager 10/7/2020

Date:

WHEREAS, in response to COVID-19, the City Council adopted Resolution 75-19/20 on April 13, 2020, which allocated $1,000,000.00 to support a small businesses assistance grant program ("Business Assistance Program") to help qualifying businesses address the negative impacts of the pandemic; and

WHEREAS, the City dedicated funds from its General Fund reserves to provide immediate assistance to small businesses, with the intent that the General Fund would be reimbursed with funds received from the City's allocation from its Community Development Block Grant entitlement.

WHEREAS, on September 29, 2020, the State of Illinois announced a Notice of Funding Opportunity for its Local CURE Economic Support Payments Grant Program ("ES Program"), as authorized by Public Act 101-636, Public Act 101-637 and Title 14 Illinois Administrative Code Part 700 (14 Ill. Admin. Code Part 700); and

WHEREAS, the State of Illinois is providing up to $15,000,000 through its ES Program to reimburse local governments for economic or business support programs for the period beginning March 1, 2020, through December 30, 2020; and

WHEREAS, if the City is awarded funds through the ES Program, it could then reallocate CDBG Program funds back to programs and projects that help low-moderate income residents of the City of Pekin; and

WHEREAS, the City Council finds it is in the best interest of the City and its residents to pursue ES Program grant funding as a first option to reimburse its General Fund and to use CDBG funding for the Business Assistance Program only if the City is unsuccessful in seeking ES Program funding.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Resolution No. 75-19/20 adopted on April 13, 2020, is rescinded.

Section 3. City staff is authorized and directed to apply to the ES Program for a full reimbursement of Business Assistance Program costs from the period of March 1, 2020 through December 30, 2020.

Section 4. Any funds awarded to the City from the ES Program shall be used to reimburse the City's General Fund for the costs of the Business Assistance Program. To the extent awarded ES Program funds are insufficient to fully reimburse the General Fund, CDBG entitlement funds shall be reallocated to reimburse the General Fund.

Section 5. The City Manager is directed and authorized to sign any applications and enter into any and all agreements necessary for the receipt of ES Program funds as described in Section 3 and Section 4, above.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____

CITY CLERK

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Resolution No. 176-20/21 Tazewell County Animal Control Intergovernmental Agreement

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin has partnered with the Tazewell County Animal Control for a number of years. Animal Control handles the pickup and housing of stray animals, as well as providing medical treatment and in some cases euthanasia for sick or injured animals. This comes at a minimal cost to the City thus saving us the financial burden of having to maintain our own kennel and utilize veterinarian services that can be quite costly. Animal Control further handles enforcement activity for regulation of animals under the City Code. Tickets written by Animal Control for violations of the City Code are handled through the City's administrative adjudication process, and the City collects the fines and fees to offset the costs of this agreement. For this past year approximately $24,000 in fines were issued in the adjudication hearing process.

Of note in this new agreement, Animal Control has indicated that they have increased cost by 2%. This is the first increase that Animal Control has initiated since 2014. This increase equates to approximately $900 from the last agreement. Staff recommends that Council approve this agreement to continue services with the Tazewell County Animal Control.

FINANCIAL IMPACT: Animal Control is asking for a 2% increase, which equates to a $900.92 increase from the last approved agreement.

Requested Amount:	$30,030.68	$15,916.24
Line Item:	100-761-566700 FY21	100-761-566700 FY22
Budgeted Amount:	$45,046.00	TBD
Available Funds:	$30,030.68	TBD

IMPACT IF APPROVED: The City will continue to receive services from Animal Control as it pertains to the enforcement, and maintenance of animal control within the city.

IMPACT IF DENIED: The City would need to establish their own kennels meeting state required standards as well as seek veterinarian services for sick or injured animals.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/8/2020

Date:

Resolution No. 176-20/21 Approve Intergovernmental Agreement between Tazewell County Animal Control and City of Pekin for Animal Control Services

WHEREAS, the City of Pekin has partnered with Tazewell County Animal Control to provide services within the City including the pickup and housing of stray animals, provision of medical treatment, innoculations, and/or euthanasia, and enforcement of provisions of the City Code regulating the keeping of animals within the City; and

WHEREAS, the City collects fines and fees through its administrative adjudication proceedings for citations written by Tazewell County Animal Control for violations of the City Code, which helps offset the cost of such services; and

WHEREAS, the current intergovernmental agreement with Tazewell County Animal Control expires on December 21, 2020; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City and its residents to renew its agreement with Tazewell County Animal Control.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The Mayor is authorized and directed to execute the Intergovernmental Agreement for Animal & Rabies Control Services in substantially the form attached hereto as Exhibit A, with such changes as the Mayor, in consultation with the City Attorney, deems appropriate.

Section 3. This Resolution shall take effect immediately upon its passage and approval.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Tazewell County
Animal Control

October 1, 2020

To Whom It May Concern:

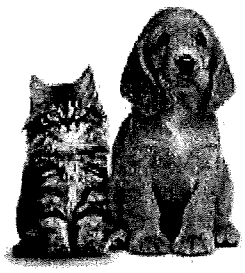
Please find enclosed the Intergovernmental Agreement for Animal & Rabies Control for 2021. Tazewell County proposes a continuation of the contract at a 2% increase from the 2020 rate. This is the first increase for animal control services since 2014.

I would be happy to speak with a representative on this issue at your convenience or attend a Village Board or City Council meeting to discuss the animal control contract. Please contact me at 309-925-3370 if you have any questions or comments. I look forward to hearing from you.

Sincerely,

Ryan Sanders
Director of Animal Control

21314 Illinois Route 9
P.O. Box 158
Tremont, IL 61568
309-477-2270
309-925-3370



Attachment: 2021 Animal Control Agreement (2333 : Resolution No. 176-20/21 Tazewell County Animal Control Intergovernmental Agreement)

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2021, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of $45,946.92, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday - Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

Attachment: 2021 Animal Control Agreement (2333 : Resolution No. 176-20/21 Tazewell County Animal Control Intergovernmental Agreement)

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1st day of January, 2021, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

Attachment: 2021 Animal Control Agreement (2333 : Resolution No. 176-20/21 Tazewell County Animal Control Intergovernmental Agreement)

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this _____ day of _____, _____.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

MUNICIPALITY:

_____
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

_____
Director

ANNUAL AMOUNT: $45,946.92

MONTHLY AMOUNT $3,828.91

Attachment: 2021 Animal Control Agreement (2333 : Resolution No. 176-20/21 Tazewell County Animal Control Intergovernmental Agreement)

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM:	Resolution No. 177-20/21 Funding Illinois Transportation Enhancement Program (ITEP) Application
ACTION REQUESTED:	Approve and Adopt the Resolution.

DESCRIPTION: This request is for a resolution of financial support for a multi-use path along Stadium Drive to connect Court Street to Pekin High School, the football stadium, and the existing bike trail at the north end of Stadium Drive. Staff plans to apply for an Illinois Transportation Enhancement Program (ITEP) grant to help pay for a significant portion of the project. An accessible path along Stadium drive would provide better pedestrian connectivity to the Park, High School, bike path, and football stadium. The project is also in line with the City's ADA Transition Plan, providing accessibility to for all pedestrians to these major hubs within the City.

Staff estimates that this project will cost approximately $600,000.00. The ITEP grant would cover 80% of the cost of the project, and the City would be responsible for the 20% local match. Note that Pekin High School has agreed to pay half of the local match up to $60,000.00. The City would be responsible for the entire up front cost of the local match, but the High School would reimburse the City their portion of the cost.

FINANCIAL IMPACT:

Requested Amount:	$120,000.00
Line Item:	445-041-534900
Budgeted Amount:	TBD next fiscal year; this would need to be budgeted.
Remaining Funds:	N/A

IMPACT IF APPROVED:	Staff will apply for the grant. If awarded, the City will be responsible for the local match.
IMPACT IF DENIED:	Staff will not apply for the grant.
ALTERNATIVES:	N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/8/2020

Date:

Resolution No. 177- 20/21 Financial Support for Illinois Transportation Enhancement Prog (ITEP) Application

WHEREAS, the Illinois Transportation Enhancement Program (ITEP) is a grant program that is available for pedestrian/bicycle facilities; and

WHEREAS, ITEP projects are funded at 80% with a required 20% local match; and

WHEREAS, the City desires to apply for ITEP funds for the construction of a multi-use path along Stadium Drive, which staff estimates will cost $600,000.00; and

WHEREAS, the project will provide better pedestrian connectivity and accessibility to the High School, football stadium, and park; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City and its residents to apply for funds to assist in completing this project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Tazewell County, Illinois:

Section 1. The above recitals are found to be true and correct and are adopted herein.

Section 2. The City Manager and/or the City Engineer are authorized and directed to submit an application to the Illinois Transportation Enhancement Program to assist in funding of the construction of a multi-use path along Stadium Drive, and to execute any documents or agreements required by ITEP to complete the application and accept any award.

Section 3. In the event the City is awarded an ITEP grant, the City will dedicate funding to provide the required 20% local match.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

REQUEST FOR COUNCIL ACTION

Agenda Date: October 12, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2911-20/21 Reorganization of the Public Works Department and Authorization to Hire

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The City Code currently establishes the Department of Public Works for the City and creates the position of Director of Public Works. However that position has been vacant for several years. With recent personnel changes and the multitude of public works projects slated to be undertaken by the City over the next year, timing seems appropriate to revisit the need to hire a Public Works Director and reorganize that department.

The attached ordinance therefore recommends the following changes:

- Amending Section 1-8-1 to formally establish the major departments of the City, including Public Works.
- Amending Section 1-8G-4 to identify all the divisions of the Public Works Department to include:
  - Engineering
  - Streets and Sewers
  - Solid Waste
  - Wastewater Treatment Plant
  - Public Properties
  - Fleet Maintenance
  - Municipal Airport
- Clean up language in various sections.

The Code states that the purpose of the Director of Public Works position is to direct, plan, coordinate and facilitate public works construction projects, maintenance and repair activities and personnel. Other major responsibilities would include:

- Planning, organizing, prioritizing, and providing leadership and directives regarding the broad scope of activities of the department and its divisions;
- Assuring total operational effectiveness;
- Serving as a principal advisor to the City Manager, and other City officials regarding public works activities;
- Interpreting and enforcing City Manager directives and administrative policy;
- Developing long-range strategic plans for department policies and programs;
- Outlining program objectives and working with appropriate staff to implement plans;
- Preparing, presenting, and implementing the annual department budget and the City's Capital Improvement Program;
- Overseeing the preparation and implementation of plans for Public Works projects;
- Contract management for geographic information systems and transit operations;
- Working collaboratively with Public Works employees, other city employees, civic leaders and other community stakeholders.

The ideal Public Works Director would possess the following characteristics:

- Essential knowledge of construction materials, methods and tools, business management principles, and practical applications of engineering science and technology;

- Strong analytical and communication abilities;
- Attention to detail;
- Creativity, problem solving, and customer service skills; and
- Ability to work independently, manage time, and weigh multiple options to make the most effective decisions in a fast-paced environment.
- An undergraduate degree in civil engineering, public administration, or similarly related field from an accredited four-year college or university (PE license or advanced degree preferred);
- Minimum of five years' experience in public works related positions with at least three to five years in supervisory positions; or
- Any combination of education, training and experience that provides the required knowledge, skills and abilities.

Total compensation (salary and benefits) related to the proposed position would range anywhere from $140,000 to $170,000, depending on qualifications of the individual being hired. Funding for a Public Works Director would be cost allocated across various funds that could include the following:

- General Fund
- Sewer Fund
- Solid Waste Fund
- MFT Fund
- Capital Fund
- Airport Fund
- Vehicle Maintenance Fund
- TIF Funds (CBD, SIP, & Court Street-if approved); and the
- Business Development District Fund (if approved)

With the scope of public works projects anticipated over the next several years and the need for strategic management over the various divisions of Public Works, the city manager recommends approval of the reorganization of the Public Works Department and the hiring of a director.

FINANCIAL IMPACT: See above

Requested Amount:
Line Item:
Budgeted Amount:
Remaining Funds:

IMPACT IF APPROVED: A Public Works Director would be recruited and hired

IMPACT IF DENIED: A Public Works Director would not be recruited and hired

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its $63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds)**:**
Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 10/8/2020

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 1 CHAPTER 8G OF THE CITY CODE TO REORGANIZE THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Code currently establishes the Department of Public Works for the City and creates the position of Director of Public Works; and

WHEREAS, the position of Director of Public Works has been vacant for several years; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests to fill the position of Director of Public Works, and to consolidate the City Engineering Department and Municipal Airport under the Department of Public Works.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Title 1, Chapter 1, Section of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8-1: DEPARTMENTS OF THE CITY: The Government of the City of Pekin shall be divided into ~~eight (8)~~ten departmental units. Each department then may be divided into divisions or subdepartments as the case may be. Each of these departments and their subdivisions shall be under the general supervision of the City Manager, and the departments shall be as follows:

(1) Finance Department
~~(1)~~(2) Legal Department
~~(2)~~(3) Human Resources Department ~~(formerly Personnel Department)~~
~~(3)~~(4) Police Department
(5) Fire Department
~~(4)~~(6) Public Works Department
~~(5)~~(7) Economic Development and Tourism Department ~~(ORD. NO. 2393 10/25/04)~~
(8) Community Development Department
(9) Transportation Department

Attachment: Amending Title 1 Reorganizing Department of Public Works v3 KLS Oct 7 20 (MARKUP) (2336 : Ordinance No. 2911-20/21

~~(6)~~(10) Information Technology Department
~~Public Works Department~~
~~Corporation Counsel~~

Section 3. Title 1, Chapter 8G, Section 2 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikeout~~):

1-8G-2: CREATION OF OFFICE, DIRECTOR OF PUBLIC WORKS: There shall be a Director of Public Works. ~~The purpose of this position shall be as follows:~~

The purpose of the Director of Public Works ~~portion of this~~ position is to direct, plan, coordinate and facilitate public works construction projects, maintenance and repair activities and personnel. The work is performed under the direction of the City Manager.

Section 4. Title 1, Chapter 8G, Section 4 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8G-4: SUBDIVISIONS OF DEPARTMENT OF PUBLIC WORKS: Within the Department of Public Works shall be the following ~~departments~~divisions:

(1) Streets and Sewers
~~(1)~~(2) Solid Waste
~~(2) Sewage Treatment~~Wastewater Treatment Plant
(3)
~~(3)~~ Engineering
(4) ~~Code Enforcement~~
~~(4)~~
(5) Public Properties
(6) ~~Technology (IT and GIS)~~Fleet Maintenance
~~(6)~~(7) Municipal Airport

Section 5. Title 1, Chapter 8G, Section 6 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8G-6: CREATION, STREET ~~DEPARTMENT~~DIVISION AND SOLID WASTE ~~DEPARTMENT~~: There is hereby created the Street Division and the Solid Waste ~~Department~~Division, which shall be ~~a~~ subdivisions of the Department of Public Works, under the supervision of the Director of Public Works.

Section 6. Title 1, Chapter 8G, Section 7 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8G-7: OFFICE CREATED, PUBLIC WORKS OPERATIONS SUPERVISOR: There is hereby created the position of Public Works Operations Supervisor, who shall be appointed by

Attachment: Amending Title 1 Reorganizing Department of Public Works v3 KLS Oct 7 20 (MARKUP) (2336 : Ordinance No. 2911-20/21

the Director of Public Works with the approval of the City Manager. The Public Works Operations Supervisor is hereby assigned to the Street Division and the Solid Waste ~~Department~~Division and shall be under the supervision of the Director of Public Works.

Section 7. Title 1, Chapter 8G, Section 7 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8G-8: GENERAL DUTIES:

A. The Public Works Operations Supervisor shall have charge of and supervision over and direction of the cleaning and sprinkling of streets, avenues, alleys and public places; the construction and reconstruction of all street improvements, sidewalks, crosswalks, drains, ditches, gutters, culverts, crossing bridges, viaducts, subways, sewers and other improvements, and of the repair thereof, except when such improvements or repairs are paid for by special assessments. He shall have charge of and supervision over the lighting of all streets, as well as the wastewater lift stations and combined sewer overflows. He shall also be in charge of Solid Waste (Garbage, Yardwaste and Recycling Collection and Disposal).

B. The Public Works Operations Supervisor shall report to the Director of Public Works any ordinance violation with relation to the care or use of streets, alleys, sewers or sidewalks in the City, of which he may become cognizant.

C. The ~~Street Department~~Public Works Operations Supervisor shall have such other duties as may be assigned by the Director of Public Works or the City Manager.

Section 8. The City Manager is authorized and directed to hire a Director of Public Works to oversee the Department of Public Works.

Section 9. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 10. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Attachment: Amending Title 1 Reorganizing Department of Public Works v3 KLS Oct 7 20 (MARKUP) (2336 : Ordinance No. 2911-20/21

APPROVED this _____ day of _____, 20____

_____
Mayor

ATTEST:

_____
City Clerk

Attachment: Amending Title 1 Reorganizing Department of Public Works v3 KLS Oct 7 20 (MARKUP) (2336 : Ordinance No. 2911-20/21

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20___.

(SEAL)

_____
CITY CLERK

Attachment: Amending Title 1 Reorganizing Department of Public Works v3 KLS Oct 7 20 (MARKUP) (2336 : Ordinance No. 2911-20/21

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 1 CHAPTER 8G OF THE CITY CODE TO REORGANIZE THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Code currently establishes the Department of Public Works for the City and creates the position of Director of Public Works; and

WHEREAS, the position of Director of Public Works has been vacant for several years; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests to fill the position of Director of Public Works, and to consolidate the City Engineering Department and Municipal Airport under the Department of Public Works.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Title 1, Chapter 1, Section of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8-1: DEPARTMENTS OF THE CITY: The Government of the City of Pekin shall be divided into ten departmental units. Each department then may be divided into divisions or subdepartments as the case may be. Each of these departments and their subdivisions shall be under the general supervision of the City Manager, and the departments shall be as follows:

(1) Finance Department
(2) Legal Department
(3) Human Resources Department
(4) Police Department
(5) Fire Department
(6) Public Works Department
(7) Economic Development and Tourism Department
(8) Community Development Department
(9) Transportation Department
(10) Information Technology Department

Attachment: Amending Title 1 Reorganizing Department of Public Works v3 KLS Oct 7 20 (CLEAN) (2336 : Ordinance No. 2911-20/21

Section 3. Title 1, Chapter 8G, Section 2 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikeout~~):

1-8G-2: CREATION OF OFFICE, DIRECTOR OF PUBLIC WORKS: There shall be a Director of Public Works.

The purpose of the Director of Public Works position is to direct, plan, coordinate and facilitate public works construction projects, maintenance and repair activities and personnel. The work is performed under the direction of the City Manager.

Section 4. Title 1, Chapter 8G, Section 4 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8G-4: SUBDIVISIONS OF DEPARTMENT OF PUBLIC WORKS: Within the Department of Public Works shall be the following divisions:

(1) Streets and Sewers
(2) Solid Waste
(3) Wastewater Treatment Plant
(4) Engineering
(5) Public Properties
(6) Fleet Maintenance
(7) Municipal Airport

Section 5. Title 1, Chapter 8G, Section 6 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8G-6: CREATION, STREET DIVISION AND SOLID WASTE: There is hereby created the Street Division and the Solid Waste Division, which shall be subdivisions of the Department of Public Works, under the supervision of the Director of Public Works.

Section 6. Title 1, Chapter 8G, Section 7 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8G-7: OFFICE CREATED, PUBLIC WORKS OPERATIONS SUPERVISOR: There is hereby created the position of Public Works Operations Supervisor, who shall be appointed by the Director of Public Works with the approval of the City Manager. The Public Works Operations Supervisor is hereby assigned to the Street Division and the Solid Waste Division and shall be under the supervision of the Director of Public Works.

Section 7. Title 1, Chapter 8G, Section 7 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

1-8G-8: GENERAL DUTIES:

Attachment: Amending Title 1 Reorganizing Department of Public Works v3 KLS Oct 7 20 (CLEAN) (2336 : Ordinance No. 2911-20/21

A. The Public Works Operations Supervisor shall have charge of and supervision over and direction of the cleaning and sprinkling of streets, avenues, alleys and public places; the construction and reconstruction of all street improvements, sidewalks, crosswalks, drains, ditches, gutters, culverts, crossing bridges, viaducts, subways, sewers and other improvements, and of the repair thereof, except when such improvements or repairs are paid for by special assessments. He shall have charge of and supervision over the lighting of all streets, as well as the wastewater lift stations and combined sewer overflows. He shall also be in charge of Solid Waste (Garbage, Yardwaste and Recycling Collection and Disposal).

B. The Public Works Operations Supervisor shall report to the Director of Public Works any ordinance violation with relation to the care or use of streets, alleys, sewers or sidewalks in the City, of which he may become cognizant.

C. The Public Works Operations Supervisor shall have such other duties as may be assigned by the Director of Public Works or the City Manager.

Section 8. The City Manager is authorized and directed to hire a Director of Public Works to oversee the Department of Public Works.

Section 9. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 10. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

_____
Mayor

ATTEST:

_____
City Clerk

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CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20___.

(SEAL)

_____
CITY CLERK

Attachment: Amending Title 1 Reorganizing Department of Public Works v3 KLS Oct 7 20 (CLEAN) (2336 : Ordinance No. 2911-20/21