City of Pekin

FINAL AGENDA
REGULAR COUNCIL MEETING TUESDAY, OCTOBER 9, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie L. Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 APPROVAL OF MINUTES ***ACTION:*** *Motion to approve minutes of the Regular Council Meeting of September 24, 2012.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Liquor Commission approved minutes June 28, 2012 and July 5, 2012 and unapproved minutes September 27, 2012		
7.2 Proclamation: "Pekin's First Scout-O-Rama" October 12, 13, 14, 2012		5
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Central States Health & Welfare Fund, Non-Unit Participation Agreement	JW	5

DESCRIPTION: The agreement approves the non-unit participation agreement with Central States that sets the insurance premiums for the next two years for non-unit all City employees. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**		
9.2 Intergovernmental Agreement **DESCRIPTION:** The agreement between Rankin Elementary School District No. 98, Pekin Pubic School District No. 108 and Pekin Community High School District No. 303 authorizes the City to declare and allocate a surplus of 25% of the Incremental Tax Revenue realized during the life of the South Industrial Park Conservation Area. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	DG	1
9.3 Assignment and Assumption of Lease **DESCRIPTION:** The written consent of Council as Lessor/Landlord, pursuant to the lease entered into with Sours Grain Company, assigned and amended to Tomen Grain, to assign lease as amended to CHS, Inc. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	DG	1
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **10.1** Council Members **10.2** Staff **10.3** Five Minute Public Questions **10.4** Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (1) Personnel 65 ILCS 120/2 (c) (6) Sale or Lease of Municipally Owned Property 65 ILCS 120/2 (c) (2) Collective Bargaining		
12.0 ADJOURN **No Vote Required**		

Column 1 Key:

DG Asst City Manager Darin Girdler
JW City Manager Joseph Wuellner

Column 2 Key:

1 **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
2 **A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
3 **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
4 **A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
5 **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

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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 SOUTH CAPITOL STREET
ON MONDAY, SEPTEMBER 24, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, SCHMIDGALL, HENDRICKS, BLANCHARD, MCCABE, AND BARRA

ABSENT: MASSAGLIA

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

Roll was called and all Council Members were physically present except Council Member Massaglia. A quorum was present.

AGENDA

Motion by Council Member Blanchard, seconded by Council Member Hendricks that **the agenda be approved as presented**. On roll call vote; Ayes, Blanchard, Abel, McCabe, Hendricks, and Barra; Nay, Schmidgall. Motion Carried.

MINUTES

Motion by Council Member Blanchard, seconded by Council Member Hendricks, that the **minutes of the Regular City Council Meeting of September 10, 2012, be approved as written.** On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that the **CONSENT AGENDA be approved as presented.** Mayor Barra presented the following for consideration of the Consent Agenda items by Omnibus Vote.

7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Police Department July and August Reports; Traffic Safety Committee Minutes dated September 7, 2012; Building and Inspections Department Reports for June, July, and August; and Mayor's Advisory Committee for People with Disabilities Minutes June 14, 2012.		5
7.2 Receive and File Petition of Voluntary De-Annexation from the City of Pekin Marion and Carol Dever VFW Road.		5

Council Member Schmidgall questioned item 7.2. City Manager Joseph Wuellner explained to the Council the process for accepting the Petition of De-Annexation for the Dever property and the further steps to disconnect from the corporate boundaries of Pekin. On roll call vote all present voted Aye.

NEW BUSINESS

ORDINANCE NO. 2665-12/13
ACCEPTING A CONTRACT FOR THE SALE OF REAL ESTATE AND AUTHORIZING THE SALE OF MUNICIPALLY OWNED PROPERTY

Motion by Council Member McCabe, seconded by Council Member Abel that Ordinance No. 2665-12/13 be adopted. Assistant City Manager Darin Girdler informed the Council that the ordinance authorized the sale of a 2 1/2 acre parcel on Riverway Drive in the original Riverway Business Park to Illinois American Water Company in the amount of $109,000.00 for construction of an elevated storage tank. On roll call vote; Blanchard, Abel, McCabe, Hendricks, and Barra; Nay, Schmidgall. Motion Carried.

ORDINANCE NO. 1462-A317-12/13
AMENDING TITLE 8, CHAPTER 4, SECTION 1. D.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
1201 FLORENCE STREET

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the **Ordinance No. 2664-12/13 be adopted.** Police Chief Greg Nelson presented the recommendation of the Traffic Safety Committee to restrict parking 30 feet back from either side of the entrance to 1201 Florence Street. Leman Property Management requested the change to restrict renters from crowding the entrance to other buildings served by the parking lot. Council Member expressed concern that the granting of the request would set precedence for other individual request. It was the opinion of Attorney Dancey that the visibility safety matter of the area supported the special request. On roll call vote, all present voted Aye.

RESOLUTION NO. 57-12/13
ADOPTING THE EMPLOYEE HANDBOOK OF THE CITY OF PEKIN 2012

Motion by Council Member Abel, seconded by Council Member McCabe that Resolution No. 57-12/13 be adopted. Human Resources Director Sarah Newcomb advised the Council that the new Employee Handbook reflected numerous federal, state, and labor laws passed within the last 5 years. It also would clean up language to be more inclusive for all departments. Unions and Employers Association were given the opportunity to review. Teamsters requested addition of a side letter with respect to section 4.11-Holidays not affecting the Street and Wastewater Treatment contracts and 8.3 and 9.4 use of GPS and cameras. On roll call vote; Abel, McCabe, Hendricks, and Barra; Nays, Schmidgall and Blanchard. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Hendricks announced Eureka College would host "The Great Election Debate: How the Media Can Sway Votes and Win Elections" at 7:30 p.m. Sept. 25 at the Cerf Center. He would be the monitor where critics debate the media's role and influence in elections, including the 2012 presidential election. Cost $5. He alerted the community that the State would cut back on the Personal Property Replacement Tax (PPRT) which would hit municipalities hard in difficult budget times.

Council Member McCabe questioned when the Council would be informed and would act on the matter reported in the newspaper regarding parking on narrow streets. Mr. Wuellner report the Traffic Safety Committee would review the database that stated the width of all streets for consideration at the TSC October meeting.

Council Member Abel alerted the Council to the dollar amounts that could be gained in uncollected grass mowing and wastewater liens.

Council Member Schmidgall explained that he voted against approval of the agenda because the change in school bus stops was not listed as requested.

Council Member Blanchard spoke in support of Council Member Schmidgall's request to discuss the bus stop issues. Council Member Blanchard requested that the proposal to change 4th Street and Capitol Street to two-way traffic be placed on the next agenda and not be postponed to June 2013. Mayor Barra stated that the opening of the new Park District facility at Capitol and Koch Street in the Spring could have a huge unknown effect on the decision making.

Assistant City Manager Darin Girdler updated the Council on the Southside Industrial Park Conservation Area Tax Increment Financing Redevelopment Plan and Project. He indicated the School District were acceptable to the proposed 25% surplus agreement. The schedule: Joint Review Board recommendation meeting September 27, Public Hearing October 1, Ordinance Adopting TIF Plan October 22, 2012.

City Manager recognized Greg Nelson for completing his certification as a Police Chief through the Illinois Association of Chiefs of Police.

Ty Whitford Superintendent Transportation reported back to the Council regarding the matter of City policy of avoiding backing up school buses whenever possible. He advised that the 11 cul-de-sac instances that buses cannot navigate are for pickup of special needs or pre-K students. The Council was advised that it is School District 108 Board's responsibility to establish bus stops, though the City's transportation department makes
the recommendations. Discussion followed regarding the safety of children walking to the nearest bus stops. Parents in attendance addressed the Council noting that they had been bounced back and forth looking for change to the policy. The hiring of additional monitors to reinstate stops that were changed was discussed. Mayor Barra asked that the City Manager and those involved meet with School District 108 representatives to discuss cutting down the walking distance in the effected cul-de-sacs or the possibility of changing the bus stops at Cherry/Fox Point and Wildwood/Highwood.

The following addressed the Council:
Rick Lukehart 11 Point East Court
Sherri Wright 1824 Court Street
Dan Lemasters 1824 Court Street Michelle Peel 22 Point East Court.

No further business to come before the Council, motion was made by Council Member Blanchard, seconded by Council Member Hendricks to adjourn. With no objections heard, Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 7:00 P.M.

Sue E. McMillan
City Clerk

LIQUOR COMMISSION MINUTES
THURSDAY, JUNE 28, 2012
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Deputy Liquor Commissioner Rick Von Rohr called the meeting to order at 4:10 p.m.

PLEDGE of ALLEGIANCE

ROLL CALL
The following members were present for roll call: Liquor Commissioner Laurie Barra, Deputy Liquor Commissioner Rick Von Rohr, Deputy Police Chief Jim Kaminski, and Commission Member D. Neal Buster Hanley II

Absent: Fire Chief Kurt Nelson and Commission Member Dale Vonderheide

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA
Motion made by Liquor Commissioner Laurie Barra to approve the Agenda, seconded by Commission Member Hanley. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF MINUTES
Motion made by Commission Member Hanley to approve the Liquor Commission Minutes dated May 24, 2012, seconded by Liquor Commissioner Barra. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS
There were no comments or questions heard.

NEW BUSINESS

HEARING: The Hole in the Wall, Louie Eertmoed – 214 N. 5th Street

Attorney Sue Bosich opened the Hearing at 4:15pm: Read the Liquor Code violation 3-3-5-1 into record against Louie Eertmoed and Gena Ertmoed (bartender) of the Hole in the Wall.

Attorney Sue Bosich stated the City of Pekin Liquor Commission would not be ordering the transcripts of the hearing, but he was more than welcome to at his expense. The deposition of this hearing would be in the mail.

Hearing closed at 4:45pm

Discussion: Commission heard testimony from both sides, the bottle that Gena Ertmoed brought in as evidence could not be submitted. Hole in the Wall has had very few problems with the Police in recent years. This would be a 1st offense. Commission Member Hanley feels since this is not a problem liquor establishment, that they requested the Hearing to plead Not Guilty, and he has heard from many citizens that Mr. Eertmoed was an upstanding citizen in this community he feels this was ignorance of their part of the Liquor Code and not to fine them the $500 plus court costs. Liquor Commissioner Barra agrees not to pile on fines and cost. Deputy Liquor

Commissioner Von Rohr stated he wants the Hole in the Wall to pay court costs rather than the tax payers having to pick that up.

Commission Member Hanley made a motion to impose a $500 fine to be waived in the event any other violations within a twelve month period and to pay court cost assessed by Attorney Sue Bosich made payable in 30 days. Seconded by Liquor Commissioner Barra. On roll call vote all present voted Aye. Motion carried.

ANY OTHER BUSINESS

Deputy Liquor Commission Von Rohr stated he will be on vacation next week and will not be able to make the Special Meeting.

There will be a Special Liquor Commission Meeting to be held on Thursday, July 5th at 4:00pm for Carlos Perales Meza dba Villa's Michoacan Restaurante.

Discussion: The Commission can discuss but no action can be taken. Carlos Perales Meza background check came back with some strikes which prompted some investigation by Office Von Rohr. There are concerns with no green card or citizenship. The Government did give him an EIN number for tax purposes.

Deputy Liquor Commissioner Von Rohr wanted it in the record that Melanie with Finance is really checking the 2% Food and Beverage Sales Tax due to the City and doing a great job. Goodfella's was late for May's 2% tax but did come in and pay a week later. They were current for June. Melanie will continue to send notices of late payments.

No other business to come before the Commission, motion was made by Liquor Commissioner Barra, seconded by Commission Member Hanley to adjourn. Motion carried voice vote.

Meeting adjourned 5:05 P.M.

Next Meeting will be Thursday, July 5, 2012 at 4:00 P.M. (Special Meeting)

Respectfully submitted
Paula Gensel
Liquor Commission Secretary

LIQUOR COMMISSION MINUTES
THURSDAY, JULY 5, 2012
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Liquor Commissioner Mayor Laurie Barra called the meeting to order at 4:00 p.m.

PLEDGE of ALLEGIANCE was led by Liquor Commissioner Laurie Barra.

ROLL CALL
The following members were present for roll call: Liquor Commissioner Laurie Barra, Police Chief Greg Nelson Commission Member D. Neal Buster Hanley II, Commission Member Dale Vonderheide, and Fire Chief Kurt Nelson.

Absent: Deputy Liquor Commissioner Rick Von Rohr

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA
Motion made by Member Hanley to approve the Agenda, seconded by Commission Member Vonderheide. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS
There were no comments or questions heard.

NEW BUSINESS

New Application: Carlos Perales Meza / Vicente Villasenor Alcaraz, A Partnership dba Villas Michoacan Restaurante – 2001 Court Street

Attorney Sue Bosich presented the application. She advised that the business had applied originally under the individual name of Vicente Villasenor Alcaraz. The application was approved at the September 22, 2011 meeting pending successful background checks and citizenship papers.

A partnership application was then submitted for the establishment. The Commission discussed at the meeting of June 28, 2012 but was unable to take action. There were concerns of no green card, EIN number for tax purposes, or citizenship. A partnership application addressed these previous issues. The partner Meza's background check came back with some strikes which prompted additional investigation by Office Von Rohr. Attorney Bosich explained that application documented permanent resident card, an I-10 identification number in lieu of a Social Security Number.

The partnership Attorney, Valarie Umholtz addressed the criminal history background check. She stated Alcaraz actively participated in the business since July of last year. Commission further discussed the types of alcohol that would be served, the presence of a 21 year to sell alcohol, the presence of children in the restaurant, storage of the alcohol, confirmation that the establishment was not within 100 feet of a school, the ability to understand English, be able to read the Liquor Code, and administer all provisions.

Motion by Police Chief Greg Nelson, seconded by Fire Chief Kurt Nelson that the application be approved. On roll call vote all present voted Aye, Barra, Vonderheide, Hanley, G. Nelson, K. Nelson; Absent VonRohr. Motion Carried.

ANY OTHER BUSINESS

Commission further discussed the matter of Pekin Boat Club non payment of the 2% Package Liquor Tax and the clarification of the conditions of the Class C license for sales to boaters.

No other business to come before the Commission, motion was made by Member Hanley, seconded by Fire Chief Nelson to adjourn. Motion carried voice vote.

Meeting adjourned 4:35 P.M.

Next Meeting will be Thursday, July 26, 2012 at 4:00 P.M.

Respectfully submitted
Sue E. McMillan
City Clerk

LIQUOR COMMISSION MINUTES
THURSDAY, SEPTEMBER 27, 2012
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:05 p.m.

PLEDGE of ALLEGIANCE was led by Commission Member Vonderheide.

ROLL CALL
The following members were present for roll call: Liquor Commissioner Laurie Barra, Deputy Liquor Commissioner Rick VonRohr, Police Chief Greg Nelson, and Commission Member Dale Vonderheide

Absent: Fire Chief Kurt Nelson and Commission Member Buster Hanley
Commission Member Hanley entered the meeting at 4:07pm and Fire Chief Kurt Nelson entered the meeting at 4:18pm.

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA
Motion made by Liquor Commissioner Barra to approve the Agenda, seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF MINUTES
Motion made by Liquor Commissioner Barra to approve the Liquor Commission Minutes of June 28, 2012 and Special Liquor Commission Minutes of July 5, 2012, seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS
There were no comments or questions heard.

NEW BUSINESS

Beer Garden: Pekin Moose Lodge – Mike Dralle
Pekin Moose Lodge is back in front of the Liquor Commission to present drawings for a beer garden. Last time was in August of 2011. It was approved last year, but without the windows. Mike Dralle with the Pekin Moose stated he received verbal confirmation from the Tazewell County Health Department and the State of Illinois Liquor Control Commission that the windows was accepted by them.

Discussion: Mike Dralle stated there is a clear view, even though the windows are tinted at the top. Winter they thought they would get propane heaters and leave windows open for ventilation. They would have the panic door for exit only. They would keep the parking lot as their flooring and inside would not be finished. The windows would help with keeping the bugs out so members can enjoy the beer garden. They feel the windows give the beer garden a much nicer place than some of the other beer gardens in town. Most members felt with the windows it would be considered a permanent structure. If the commission approved the beer garden with the windows, the Liquor Code would have to be changed. The commission did not want to set a precedent and change the code. If they used the plastic or screen the commission would approve the plan. Was decided by the commission to approve the beer garden with using screen instead of windows and use same design as presented to commission.

2nd Request: Drinking outside on grounds when they have Horseshoe tournaments.

Discussion: They asked what was required in order to have members drink while they have Horseshoe tournaments on the north side of their facility. What is required and do they have to get special permits. They stated the Pekin Boat Club drinks alcohol on their grounds the deck and underneath. The Boat Club is private property as is the Moose Lodge. What is fair for one should be fair for others. It was explained that the Pekin Boat Club on their events do apply for a Special One Day Liquor License. It was stated they do this on a regular basis. In that case it would be a police enforcement issue. Commission stated you are allowed 12 one day liquor licenses and would like to have submitted at least a week in advance. They do not go to the Liquor Commission, they are approved by the Chief of Police and Mayor. Mike Dralle asked about having bands outside at some of these functions. Bands were never allowed on private property where they are in close proximity to residential. Downtown area and by the Riverfront are the only places allowed to have bands. The Pekin Boat Club is allowed bands under special circumstances and are not in close proximity to residential.

2% Food and Beverage Tax

Do we have a City Ordinance on collection for the 2% Food and Beverage Tax for them to comply with paying? Sue Bosich stated we do and we can fine up to $200 per violation. Sue Bosich will draft a letter to go to all that pay the City for 2% Food and Beverage on being in compliance with payments. Also will draft a letter for the liquor establishments only that are not in compliance and will state they will be fined $200 and have to go to court if not paid within 21 days. Commission member Hanley asked if Council receives minutes from the Liquor Commission. Yes they do, Sue McMillan adds them to the Council Agenda when presented. Paula will inform Melanie in Finance about getting a monthly list of all that are not in compliance and add to the Liquor Commission Agenda.

ANY OTHER BUSINESS

Rick asked Sue Bosich if she has had any response on the Roadhouse Bar and Grill. Sue stated she presented our motion to their Attorney's and has not heard back as of yesterday. If they do not accept our motion, Sue will be heading to Springfield on October 11th.

Liquor Commissioner Barra will not be available for the October 25th Liquor Commission meeting.

Meeting adjourned 5:00P.M.

Next Meeting will be Thursday, October 25, 2012 at 4:00 P.M.

Respectfully submitted
Paula Gensel

WHEREAS, *Boy Scouts of America (BSA) is one of the largest youth organizations in the United States with 2.7 million youth members; and*

WHEREAS, *The ideals of Scouting encourage healthy, active living and community service among other desirable attributes that are good for individuals as well as the community at large; and*

WHEREAS, *Robert Lawrence had a vision to hold a Pekin citywide Boy Scouting jamboree; and*

WHEREAS, *Robert felt Pekin Mineral Springs Park would be an ideal location to hold the jamboree; and*

WHEREAS, *With the help and support of Wotamalo District of the W.D. Boyce Council and many others, boy scouts from Pekin and surrounding communities will be spending the weekend at the first Pekin "Scout-O-Rama"; and*

WHEREAS, *The first Pekin "Scout-O-Rama will be held the weekend of October 12th, 13th, 14th, 2012. Tent City campout is Friday night and Saturday the public is invited from 9:00am to 9:00pm; and*

WHEREAS, The ideals of scouting encourage healthy, active living and good citizenship among other attributes that are good for individuals as well as the community at large, it is consistent with the goals that City Government strives to promote and achieve for its citizens.

NOW, THEREFORE, BE IT RESOLVED *I, LAURIE L. BARRA, Mayor of the City of Pekin, do hereby proclaim October 12th, 13th and 14th, 2012, as*

"PEKIN'S FIRST SCOUT-O-RAMA"

in the City of Pekin, Tazewell County, Illinois, and urge all citizens to support the Boy Scouts and see what scouting has to offer.

ADOPTED, *the 9th day of October in the Year of Our Lord, Two Thousand and Twelve.*

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Central States Health & Welfare Fund, Non-Unit Participation Agreement

AGENDA DATE REQUESTED: October 9, 2012

ACTION REQUESTED: Approve the non-unit participation agreement with Central States that sets the insurance premiums for the next two years for non-unit all City employees.

DESCRIPTION: In our agreement with Central States, the first three years of premiums was set with a re-opener for the rates for the last two years being determined later. The attached agreement sets the rates for those two remaining years for all non-unit employees (staff, police, and fire). These rates are consistent with the rates being paid by the Teamster employees.

FINANCIAL IMPACT: None, already in the budget

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Rates will be the same for all City employees.

IMPACT IF DENIED: All non-unit City employees will not be covered.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
√	**A High Quality of Life.** To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES
Department Director: Sarah J Newcomb Date:
Finance Department (Certification of Availability of Funds): Date: 9.27.12 Angela Evans
Corporation Counsel: Date:
City Manager: Joseph Wuellner Date: 9/26/12

CENTRAL STATES
SOUTHEAST AND
SOUTHWEST AREAS
HEALTH AND WELFARE AND PENSION FUNDS

September 4, 2012

City of Pekin
111 S. Capitol St.
Pekin, IL 61554

RE: NON-UNIT PARTICIPATION AGREEMENT
CITY OF PEKIN
ACCOUNT NO.: 6224200-0100-00627-D (NON-UNIT FOR A, B, C, E ACCOUNTS)

Dear Sir:

Your non-bargaining unit employees currently participate in the Health and Welfare Fund at Plan C6 benefits, excluding retiree coverage. The cost of providing this benefit level is as follows:

Effective Date	Member	Member & Child	Member & Spouse	Family
09/30/12	$121.90	$163.00	$252.90	$335.20
09/29/13*	$128.40*	$173.50*	$271.40*	$353.80*

*Not to exceed.

Please sign and return the enclosed Participation Agreement to my attention by no later than October 30, 2012 if you wish to continue participating in this plan.

Please note that the fund will inform the parties when the 2013 health and welfare contribution rate is established and if lower the Fund will automatically reduce the rate provided that the collective bargaining agreement contains the previously quoted "not-to-exceed" language. Given the medical cost trends the Fund is currently experiencing and the general uncertainty surrounding the healthcare environment, conservative cost projections are required. We hope that actual rate increase will be lower than 10% and recommend that the bargaining parties allow for that possibility in their agreements. Therefore, the parties should also consider negotiating language as to how any potential health and welfare saving will be distributed.

Enclosed please find a notice concerning the "grandfathered health plan" status of the Central States Health and Welfare Fund. The Trustees have chosen to maintain this status in order to maintain low contribution rates and to minimize changes needed to be implemented on account of the Affordable Care Act in order to limit disruption to the administration of the plan. In accordance with the present requirements for grandfathered status plans please be advised that there are two restrictions that you need to be aware of. First, the Fund has a limited ability to accept renewal contracts that change benefits that were in effect on March 23, 2010 unless the parties sign a "bona fide employment based reason" statement.. Also, the Fund is limited in being able to accept new contracts that shift any additional portion of the cost of the health coverage to the covered employee. If you have questions in regard to this, please contact your Field Service Representative or the Contract Department on Extension 3881 before entering into any new agreement which may not be acceptable to the Fund.

If you have any questions, please let me know. I can be reached at (800) 323-2152, extension 3881.

Sincerely,

Karl A. Lewis

Karl A. Lewis
Division Manager
Contracts

KAL:mk-City of Pekin 090412

cc: Local Union No. 627
Healther Schissel, Teamleader, Contract Department

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

NON-BARGAINING UNIT EMPLOYEES
ACCOUNT NUMBER: 6224200-0100-00627-D

1. The Employer is currently bound by a collective bargaining agreement(s) with a local union(s) that is affiliated with the International Brotherhood of Teamsters (the "Union") which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund (the "Health and Welfare Fund") on behalf of covered employees. The Employer also desires to participate in the Health and Welfare Fund with respect to its employees who are not covered by the collective bargaining agreement and this Agreement sets forth the terms under which the Employer will participate in the Health and Welfare Fund with respect to such employees.

2. The Employer agrees to be bound by the terms of the Health and Welfare Fund trust agreement and all policies, rules and regulations that have been adopted or that are adopted in the future by the Trustees pursuant to the trust agreement.

3. For the duration of this Agreement, the Employer shall contribute to the Health and Welfare Fund on behalf of each Non-Unit Employee for each week during which the Non-Unit Employee works or receives compensation (including, but not limited to paid vacations, holidays, paid leave, back pay awards) at the same rate the Employer is required to contribute on its employees covered by the collective bargaining agreement between the Union and Employer (as modified by any renewals, extensions or successor collective bargaining agreements). At the present time the agreed rates are as follows:

			Member	Member+Child	Member+Spouse	Family
Effective Date:	09/30/12	Rate:	$121.90	$163.00	$252.90	$335.20
Effective Date:	09/29/13	Rate:	$128.40*	$173.50*	$271.40*	$353.80*
Effective Date:		Rate:				
Effective Date:		Rate:				
Effective Date:		Rate:				

4. The Employer will pay the contributions owed for each month on or before the 15th day after the end of the month. If the Employer fails to pay its contributions on time, it shall pay interest at the rate set forth in the Health and Welfare Fund trust agreement.

5. The Employer shall report changes in its Non-Unit Employee workforce (for example, new hires, layoffs, terminations) that occur during any month on or before the 15th day after the end of the month during which the change occurred. If the Employer fails to timely report in writing the changes in the employment status of the Non-Unit Employees included in the Health and Welfare Fund's monthly bill, it shall be liable for the amount billed regardless of actual changes in the employment relationship. The Illinois ten-year written contract statute of limitations, which shall apply to any claim for unpaid contributions, shall not accrue with respect to contributions owed by the Employer on any Non-Unit Employee until the Health and Welfare Fund receive written notice of the liability.

6. For purposes of this Participation Agreement, the term "Non-Unit Employee" shall mean each and every individual employed by the Employer on either a full-time or part-time basis who is not covered by the collective bargaining agreement between the Employer and the Union. The common law master-servant test shall be utilized to determine whether an employment relationship exists. The term Non-Unit Employee shall not include: a) independent contractors, b) any person covered by a collective bargaining agreement between the Employer and a union not affiliated with the International Brotherhood of Teamsters that requires the Employer to contribute to some other health and welfare fund, c) any person employed for the principal purpose of obtaining or continuing coverage under the Health and Welfare Fund.

7. The Employer's obligation to remit contributions on Non-Unit Employees under this Participation Agreement shall continue in effect until the earlier of, a) 30 days after service of a written notice served by either the Health and Welfare Fund or the Employer of their intent to terminate this Participation Agreement, or b) the termination of the Employer's contractual and statutory duty to contribute to the Health and Welfare Fund on behalf of employees represented by the Union. A written notice of intent to terminate can be served by personal delivery, facsimile or certified mail (return receipt requested) and, if service is by mail, service will be deemed accomplished on the date of mailing.

Employer: CITY OF PEKIN

Signature: ____________________

Printed Name: ____________________

Printed Title: ____________________

Date: ____________________

CENTRAL STATES
SOUTHEAST AND
SOUTHWEST AREAS
HEALTH AND WELFARE AND PENSION FUNDS

GRANDFATHERED PLAN NOTICE

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator at Research and Correspondence Department, Central States, Southeast and Southwest Areas Health and Welfare Fund, 9377 West Higgins Road, Rosemont, IL 60018-4938 or call Toll-Free 1-800-323-5000. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1–866–444–3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") made and entered into on or as of the __ day of __________________, 2012, by and between **RANKIN ELEMENTARY SCHOOL DISTRICT NO. 98** ("District 98"), **PEKIN PUBLIC SCHOOL DISTRICT NO. 108** ("District 108") and **PEKIN COMMUNITY HIGH SCHOOL DISTRICT NO. 303** ("District 303") (District 98, District 108 and District 303 are sometimes hereinafter collectively referred to as the "School Districts") and the **CITY OF PEKIN**, a municipal corporation organized and existing under the law of the State of Illinois (the "City").

RECITALS

A. The Intergovernmental Cooperation Act found at 5 ILCS 220/1 authorizes the City and the School Districts to enter into intergovernmental contracts in order to jointly exercise various governmental powers.

B. Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes the City and the School Districts to contract in any manner not prohibited by law or by ordinance and to use their credit, revenues and other resources to pay costs related to intergovernmental activities.

C. Article 7, Paragraph 6 of the Constitution of the State of Illinois authorizes the City as a home rule unit to exercise any power and perform any function pertaining to its government and affairs subject only to certain limitations set forth in said Article 7, Paragraph 6.

D. The Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1 et.seq. (the "TIF Act") authorizes the City to create an industrial park conservation area that utilizes Tax Increment Financing.

E. Section 4(b) the TIF Act authorizes the City to make and enter into all contracts with District 98 which are necessary or incidental to the implementation and furtherance of a redevelopment plan and project adopted under the authority of the TIF Act.

F. At 30 ILCS 115/3 the State Revenue Sharing Act authorizes each municipality to utilize amounts allocated under the provisions of the State Revenue Sharing Act for the purpose of providing financial assistance to school districts, any part of which, that lie within the municipality through unrestricted block grants for school purposes carried out within the municipality.

G. One or more of the aforementioned constitutional or statutory provisions authorizes the City and the School Districts to enter into this Agreement.

H. The City initiated planning for the South Industrial Park Conservation Area ("SIPCA") on September 14, 2009 upon the passage of Resolution No. 17-09/10 which authorized a feasibility study.

I. The territory contained in the SIPCA qualifies for designation as a "redevelopment project area" under the TIF Act.

J. The City plans to use incremental property tax revenue generated within the SIPCA to assist in funding infrastructure projects to revitalize the area and encourage new development and expansion of current enterprises.

K. The City does not possess the funds necessary to improve these properties without the use of incremental property tax revenue.

L. The City has sought the support of the School Districts for the approval of SIPCA.

M. The School Districts agree to support adoption of the SIPCA by the City Council provided that the City agrees to partially reimburse School Districts and other affected taxing districts for revenue lost by the taxing districts as a result of the designation of the SIPCA by annually declaring of a surplus in the Special Tax Allocation Fund.

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

ARTICLE I

DEFINITIONS

As used in this Agreement and the recitals hereto, the following terms and phrases shall have the meanings hereinafter set forth unless the contest clearly indicates that a different meaning is intended:

"Agreement" or **"this Agreement"** means this intergovernmental agreement between the School Districts and the City.

"City" shall have the meaning indicated in the preambles to this Agreement.

"Incremental Assessed Value" means for a given parcel located within the SIPCA the amount by which the equalized assessed value of that parcel for a given year exceeds the initial equalized assessed value of that parcel.

"Property Tax Code" means the Property Tax Code found at 35 ILCS 200/1-1, et.seq. or any subsequent legislation intended to replace the Property Tax Code.

"School Districts" shall have the meaning indicated in the preambles to this Agreement.

"SIPCA" shall have the meaning indicated in the preambles to this Agreement.

"Special Tax Allocation Fund" means the special fund created by the City as required by the TIF Act for the purpose of receiving incremental property tax revenue.

"Taxing Districts" means the School Districts together with any other unit of local government having territory within the SIPCA.

"TIF Act" means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1, et seq. or any subsequent legislation intended to replace the TIF Act.

"Total Incremental Assessed Value" means for a given year the sum of the positive Incremental Assessed Values of each parcel located within the SIPCA which is under the jurisdiction of a given Taxing District.

"Total Incremental Tax Revenue" means for a given year and a given Taxing District the amount derived by multiplying the tax rate of the Taxing District by the Total Incremental Assessed Value.

ARTICLE II

OBLIGATIONS OF THE PARTIES

2.1 **DECLARATION OF SURPLUS AND PAYMENT TO TAXING DISTRICTS**. With respect to real estate taxes for the year 2012, payable 2013, and for each year thereafter until the SIPCA expires or is terminated by the City, the City shall each year declare a surplus in an amount equal to 25% of the Total Incremental Tax Revenue. The surplus so declared shall be paid directly to the respective Taxing Districts from the Special Tax Allocation Fund. The City shall each year declare a surplus in the amount required by this paragraph and pay the amount due each Taxing District under the terms of this Agreement within ninety (90) days after receipt by the City of the final installment of property taxes payable as prescribed in the Property Tax Code. With each such payment, the City shall explain the basis for its calculation.

2.2 **LIMITATION OF PLEDGES**. In the event that the City pledges the Special Tax Allocation Fund or any amounts on deposit therein to secure the payment of obligations undertaken by the City to developers or lenders, such pledge shall explicitly exclude that portion of the Total Incremental Tax Revenue to be declared as a surplus by the City under the terms of this Agreement.

2.3 **REIMBURSEMENT OF DISTRICT 303 FOR JOB TRAINING EXPENSES**. The City shall reimburse District 303 for the costs of job training, retraining, advance vocational education and career education as provided by 65 ILCS 5/11-74.4(q)(10) of the TIF Act. The amount of such reimbursement for a given year shall not exceed the Total Incremental Tax Revenue attributable to District 303. The amount payable by the City to District 303 shall be reduced by an amount equal to the surplus declared and paid by the City to District 303 pursuant to paragraph 2.1 of this Agreement and by an amount equal to any incremental general state aid received by District 303 as a consequence of the exclusion of the Total Incremental Assessed Value from the formula utilized by the State of Illinois for the purpose of calculating general state aid payable to District 303.

2.4 **RESOLUTION OF DISAGREEMENTS OVER AMOUNT DUE**. In the event that any Taxing District concludes that the City has incorrectly calculated the amount of the surplus to be declared under the terms of this Agreement, then the Taxing District shall, within twenty-one (21) days after the receipt of the payment from the City notify the City in writing that it disagrees with the calculation made by the City and shall explain in writing the basis for that disagreement. Failure by a Taxing District to object in writing to the amount calculated by the City within twenty-one (21) days after receipt by the Taxing District of payment by the City shall constitute a waiver of the Taxing District's right to dispute the amount due under this Agreement. If a Taxing District notifies the City of its disagreement within twenty-one (21) days as prescribed by this paragraph, then the parties shall meet and attempt to resolve their differences. In the event that the parties are unable to resolve their differences, they may resort to any remedy available by law.

2.5 **SUPPORT FOR SIPCA**. The School Districts shall lend their support in any reasonable way deemed necessary by the City to support the establishment of the SIPCA and no representative, agent, or employee shall publicly oppose the designation of the SIPCA. The City shall not be obligated to make any payment under the terms of this Agreement to any Taxing District which materially interferes with the designation or administration of the SIPCA.

2.6 **CERTAIN TAXING DISTRICTS AS THIRD PARTY BENEFICIARIES**. Taxing Districts other than the School Districts are third party beneficiaries under the terms of this Agreement. Any such Taxing District shall have the right to enforce the obligations of the City under this Agreement to the same extent as if such Taxing Districts were parties to this Agreement.

ARTICLE III

GENERAL PROVISIONS

3.1 **BREACH AND OPPORTUNITY TO CURE**. Any failure of any party to this Agreement to perform its obligations under this Agreement shall not be considered a breach of this Agreement unless and until the party claiming such failure has notified the failing party in writing and demanded performance. No breach of this Agreement may be found to have occurred if the failing party has reasonably attempted to cure the demand or reasonably remedied the demand by the complaining party within thirty (30) days after receipt of such notice.

3.2 **ENFORCEMENT.** The terms and conditions of this Agreement shall be specifically enforceable by the parties hereto. In the event of litigation initiated by either party for the purpose of seeking enforcement of this Agreement, the Court shall award reasonable attorneys fees and cost to the prevailing party.

3.3 **AMENDMENT.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties provided through the adoption by each party of a written agreement, ordinance or resolution approving said amendment as provided by law, and by execution of said amendment by the parties.

3.4 **ENTIRETY.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

3.5 **BINDING ON SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3.6 **CONSENT.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

3.7 **HEADINGS.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions f this Agreement.

3.8 **SEVERABILITY.** If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenant, or portion of this Agreement are declared to be severable).

3.9 **APPLICABLE LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

3.10 **NOTICES.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

to the City:	City of Pekin Attention: Mayor 111 S. Capitol Street Pekin, IL 61554
with a copy to:	Elliff, Dancey and Bosich, PC c/o Scott Kriegsman Assistant City Attorney, City of Pekin 109 S. 4th St. Pekin, IL 61554
to District 98:	Rankin School District 98 Attn.: Superintendent 13716 S. 5th Street Pekin, IL 61554
to District 108:	Pekin Public Schools District 108 Attn.: Superintendent 501 Washington Street Pekin, IL 61554
to District 303:	Pekin Community High School District No. 303 Attn.: Superintendent 320 Stadium Drive Pekin, IL 61554
with a copy to:	Michael J. Tibbs Miller, Hall & Triggs, LLC 416 Main Street, Suite 1125 Peoria, IL 61602

Or to such other parties as may from time to time be identified by written notice from the parties.

CITY OF PEKIN:

By______________________
Its Mayor

ATTEST:

By______________________
Its City Clerk

DISTRICT 98:

By______________________
Its Superintendent

DISTRICT 108:

By______________________
Its Superintendent

DISTRICT 303

By______________________
Its Superintendent

VONACHEN, LAWLESS, TRAGER & SLEVIN

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September 19, 2012

Burt Dancey
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth St.
P.O. Box 873
Pekin, IL 61554

RE: Sours/Tomen Grain Lease dated March 14, 1983, as amended in 2009, effective June 1, 2007

Dear Mr. Dancey:

Pursuant to paragraphs 8 and 15 of the lease entered into between the City of Pekin, Illinois and Sours Grain Company, and subsequently amended in 2009, effective June 1, 2007, between the City of Pekin and Tomen Grain Company, Tomen Grain Company as Lessee hereby requests the written consent of the City of Pekin, Lessor/landlord, to assign said lease as amended to CHS, Inc.

Further, I am enclosing a copy of the Assignment and Assumption of Lease that Tomen Grain Company and CHS, Inc., intend to execute regarding the Assignment and Assumption of said lease for your approval. It contains a consent clause in the lower left hand corner for your client's signature.

I look forward to hearing from you.

Thank you.

Very truly yours,

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: ______________________________

MARK E. WERTZ
mwertz@vltslaw.com

MEW/amw
Enclosure

O:\MEW\CLIENTS\Tomen Grain\Correspondence\9-19-12 LTR to Dancey.doc

Exhibit D

ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that Tomen Grain Company ("Assignor"), in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby sell, transfer, assign and set over unto ______________ ("Assignee") all of Assignor's right, title and interest in and to the Lease dated ______________ between Assignor, as lessee, and ______________, as lessor, covering __________________, a copy of which is attached hereto as Exhibit A attached hereto and made a part hereof (the "Lease").

Assignee, in consideration of the foregoing assignment, hereby assumes the obligations of Assignor under the Lease.

Dated: August __, 2012

ASSIGNEE:

____

By: ______________________________
Name:
Title:

ASSIGNOR:

TOMEN GRAIN COMPANY

By: ______________________________
Name:
Title:

We hereby consent to the foregoing
Assignment and Assumption of Lease
as of this _____ day of August, 2012

____

By: ______________________________
Name:
Title: