City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF AUGUST 28, 2006
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL
Clerk to Call the Roll

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

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: *Motion to approve minutes of Regular Council Meeting of August 14, 2006*

VOTE REQUIRED

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

VII. CONSENT AGENDA

1. **Receive and File Reports and Minutes:** T/PCCC Report, Inspections Department Building Report, Liquor Commission Minutes, and Pekin Planning Commission Minutes

2. **Proclamation: "Chamber of Commerce Week" September 11, 2005 through September 15, 2006**

3. **Receive and File U.S. Department of Housing and Urban Development Program Year End Review Letter 2003 and 2004**

4. **Receive and File Planning Commission Hearings and Recommendations:**
   a. Hearing #1723 - approval of the Special Use Request for Outdoor Display at 431 Henrietta Street from Peoria Monument Co. Lease-holder
   b. Hearing #1724 - approval of the Site Plan for Outdoor Display at 431 Henrietta Street from Peoria Monument Co. Lease-holder
   c. Hearing #1725 - denial of the rezoning of Osprey Court Subdivision
   d. Hearing #1725 - tabled the Preliminary Plat for Osprey Court Subdivision

Action to be taken under New Business for Hearing # 1723 and Hearing #1724.

ACTION: *Motion to approve consent agenda.*

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. **COMMUNICATIONS, PETITIONS, REPORTS**

1. Monthly Financial Report for July 2006 **(CR)**
   DESCRIPTION: *Monthly report of financial condition of the City*

   PRESENTATION: *Charles Renner, Treasurer*

2. Public Hearing **(MM)**
   DESCRIPTION: *Mayor to conduct public hearing for the purpose of discussing the sale of 7.24 acres of municipally owned property to Steven Stanridge, being that portion of the abandoned GM & O Railroad between Sheridan Road and Illinois Route 98in the amount of $3,000.00.*

   ACTION: *Mayor to allow interested persons to be heard on the sale and accept filed comments on proposal. Council to act on Ordinance under New Business.*

   Speakers to state name, address, and spell last name. Questions unrelated to the Public Hearing are accepted during "Public Questions" near the end of the meeting.

   NO VOTE REQUIRED

IX. **NEW BUSINESS**

1. **Ordinance No. 2488-06/07 - Accepting An Offer to Purchase and Authorizing the Sale, and Transfer of Municipally Owned Real Property** **(DK)**
   DESCRIPTION: *See terms of proposal for the sale of property under X. 2. Public Hearing above.*

   ACTION: *Motion to adopt ordinance.*

   VOTE REQUIRED

2. **Special Use Request for Outdoor Display from Peoria Monument Co.** **(JW)**
   DESCRIPTION: *Peoria Monument Company request a Special Use permit for outdoor display At 431 Henrietta Street and zoned B-3 (General Business District). The Pekin Planning Commission recommends approval.*

   ACTION: *Motion to approve Special Use.*

   VOTE REQUIRED

3. **Site Plan for Outdoor Display at 431 Henrietta Street** **(JW)**
   DESCRIPTION: *Peoria Monument Company presented the site plan depicting the area to be used for outdoor display at the company's Henrietta Street location. The Pekin Planning Commission recommends approval.*

   ACTION: *Motion to approve Site Plan.*

   VOTE REQUIRED

4. **Preliminary Engineering Services Agreement for MFT Funds** **(JW)**
   DESCRIPTION: *Amends the agreement with Maurer-Stutz, Inc. for Broadway and Parkway Intersection Improvements in an amount not to exceed $40,000.00. The improvement is approximately 1000 feet in each direction from the center of the intersection.*

   ACTION: *Approve Agreement*

   VOTE REQUIRED:

5. **Resolution No. 162-06/07 - Appropriating Additional Motor Fuel Funds for Broadway and Parkway Intersection Improvement** **(JW)**

   DESCRIPTION: *appropriating MFT funds to pay for engineering services for the design of the Broadway Parkway Intersection Improvements.*

   ACTION: *Adopt Resolution*

   VOTE REQUIRED:

6. **City of Pekin and Grade School District 108 TIF Agreement** **(DK)**
   DESCRIPTION: *Agreement for compensation to School District 108 for lost taxes due to TIF extension*

   ACTION: *Motion to approve agreement*

   VOTE REQUIRED

7. **City of Pekin and Pekin High School District 303 TIF Agreement** **(DK)**
   DESCRIPTION: *Agreement for compensation to School District 303 for lost taxes due to TIF extension*

   ACTION: *Motion to approve agreement.*

   VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council members

Staff

Public Questions

Press Time

XI. ADJOURNMENT

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

NO VOTE REQUIRED

****

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, AUGUST 14, 2006 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

****

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

Roll was called and all commissioners were present.

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

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **Minutes of the Regular City Council Meeting of July 24, 2006 be approved as written.** On roll call vote, all present voted Aye.

Public Input on Agenda Items
There were no comments received.

Consent Agenda
Mayor Mackaman presented and read the following items under Consent Agenda.

1. **Receive and File Reports and Minutes:** Police, Fire, Traffic Safety, Tazewell County Animal Control, Electrical Commission, and Airport

2. Charitable Solicitation: Disabled American Veterans FORGET ME NOT DRIVE August 25-26, 2006

Motion by Com'r. Jones, seconded by Com'r. Dagit, that the **CONSENT AGENDA BE APPROVED AS PRESENTED.** Com'r. Blanchard noted in the recording of the Traffic Safety Committee minutes that Chief Lauss had not attended the last two meetings. He suggested that the fire department stay represented at those meeting by sending an alternate fireman. On roll call vote, all present voted Aye.

New Business

ORDINANCE NO. 2486-06/07

AN ORDINANCE TO ADOPT FIVE-YEAR DIGITAL SERVICE AGREEMENTS BETWEEN GALLATIN RIVER COMMUNICATIONS AND THE CITY OF PEKIN FIRE STATION 1 (EAST SIDE); CITY OF PEKIN FIRE STATION 2 (NORTH SIDE); CITY OF PEKIN FIRE STATION 3 (SOUTH SIDE); CITY OF PEKIN CITY HALL AND CITY OF PEKIN PUBLIC PROPERTIES

Motion by Com'r. Jones, seconded by Com'r. Blanchard, that Ordinance No. 2486-06/07, be adopted. Council was informed that the ordinance authorized SHDSL upgrade to the computer network. Each service agreement was at a cost of $149.00 per month ($745.00 per month for five locations), which translated to $44,700 for the life of the contracts. Presently the City was paying $960 a month. This represented a cost savings of $215 a month. On roll call vote, all present voted Aye.

ORDINANCE NO. 2487-06/07

AN ORDINANCE AMENDING TITLE 5, CHAPTER 1A, SECTION 3-3 F. 1. OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING PRICE FOR PURCHASE OF LITTER CONTAINERS

Motion by Com'r. Maddox, seconded by Com'r. Blanchard, that Ordinance No. 2487-06/07, be adopted.

Public Properties Director, Greg Ranney, informed Council that when the price of resin and the toter cost went up, the department did not want to sell the containers for less than it cost the City. The price was increased from $45.00 and the City currently charges $50.00 for a 95-gallon toter. The action would bring the Code in compliance with the charge. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A256-06/07
AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING AUTHORIZED STOP SIGNS

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that Ordinance No.1462-A256-06/07, be adopted. The action, recommended by the Traffic Safety Committee, provided for the addition to the master listing of authorized stop signs at the following locations:

Control	On Street	At or From	Direction
Stop	Oakridge Avenue	S. Twelfth Street	West
Stop	Remington Road	Gingoteague Way	North
Stop	Highwood Avenue	North Lake Drive	East-West
Stop	North Lake Drive	Highwood Avenue	South
Stop	Autumn Ridge Drive	North Lake Drive	West

Com'r. Blanchard questioned a sign was not listed at the end of Remington and was informed that all streets automatically stop at through streets. Fourteenth Street is a listed through street. Com'r. Jones spoke in support of the three way stop on Highwood at the entrance to a new subdivision, Sunset Lake Estates. On roll call vote, all present voted Aye.

Mayor Mackaman then explained that he would next hear Any Other Business Before the Council prior to a Scribner's error on the agenda, which listed Executive Session as the following item of business.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Mackaman informed the public that the audio issue of the Council meetings being aired on Channel 22 had been addressed but not resolved.

He also informed Council that within the next 8 weeks he would place on an agenda for discussion expanding the number of Council, members. The topic was a priority of An Effective Government section of the Conceptual Plan. Corporation Counsel was directed to prepare a memo listing the legalities, options and timetables available to expand the size of the Council from five to seven members.

Com'r. Dagit commended the Towerline Speedway for the program they have to alert teen drivers of the danger in driving under the influence of drugs and alcohol. Fatal vision goggles, which simulates impair sight, were used when operating the go-carts.

Recognition was given for the well planned and presented Riverfront Art Fair held over the weekend. The event ran in conjunction with the dedication of the memorial of the Sinking of the Columbia. Sympathy was extended to the relatives of the last survivor, Lucille Adcock 106, who died shortly after the event took place. Com'r. Jones felt the event was a true example of the riverfront's intended use.

Com'r. Jones questioned the City Manager Dennis Kief on how soon Council would need to schedule Budget meetings. It was anticipated that the Personnel Plan and the 5-Year Capital Plan would be completed at the end of September with Budget review following in October.

Com'r. Blanchard sought Council's consensus in directing the Manager to proceed with contacting a firm that would review the information on creating a Derby Street TIF in the boundaries of Southside. Com'r. Dagit concurred if the Park District and School Districts were contacted and were supportive and if he were informed of the mechanism that would be used to bring back value in the blighted area. Com'r. Jones recommended a Brownfield, Rosedale Subdivision, be considered for an industrial park. Com'r. Maddox supported examining possibilities and facts for a TIF District. The Manager was given direction to pursue.

The cost was estimated at $25,000. Mr. Kief stated he would fine tune boundaries and report back to Council in 30 days

Com'r. Blanchard asked the Manager the status of a request for an audit of the $550,000 accounting discrepancy. Council was told the draft for RFPs that he and Treasurer Charles Renner composed would be fined tuned and presented in two weeks.

Public Works Director Joseph Wuellner advised Council and the public to expect delays when traveling on Court Street. The 20 working day project had begun for patching, milling, and paving from Audubon to Olt Avenue.

Greg Ranney reported on the sale of toters, which would be mandatory on September 1, 2006. He explained residents that have not purchased a toter or are not presently in compliance would have a sticker reminder attached to the can.

David Sorenson 1503 South Capitol Street expressed his opinion regarding actions of a City employee in removing a dead tree from his street.

George Psinas 1305 Florence requested financial settlement regarding an incident involving damage to a Lawn Boy mover by Solid Waste Department.

West Lannert 1208 South 18th Street addressed Council on the matter of Lake Arlan. He requested that Council pursue the source of contamination for final resolution. Mr. Lannert was informed that the City continues to test samples and televise storm sewers.

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

Executive Session
Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that Council move to Executive Session at 6:20 P.M. to discuss: Threatened Litigation 5 ILCS 120/2 (c.) 11.
On roll call vote, all present voted Aye.

The Council returned to open session. No further business to come before the Council, Mayor Mackaman called the meeting closed.

COUNCIL ADJOURNED AT 6:57 P.M.

Sue E. McMillan
City Clerk

Tazewell / Pekin Consolidated Communications Center
1130 Koch St. Pekin, IL 61554 • Office (309) 478-5410 Fax (309) 477-2302

TPCCC MONTHY STATISTICAL REPORT

Month JULY 2006

Number of phone calls received 28,796

Number of 9-1-1 Calls 1774

Number of calls dispatched (all agencies) 4959

***= Included in total # 0f calls received**

Additional Comments:

Steven F. Thompson, ENP
Director

BUILDING DEPARTMENT REPORTS

JUNE 2006

	PERMITS	VALUE	FEES
BUILDING DEPT	66	$8,650,908.00	$ 15,766.68
ELECTRIC DEPT	44	$ 76,510.00	$ 2,046.00
HVAC DEPT	38	$ 40,888.00	$ 1,320.00
PLUMBING DEPT	47	$ 276,219.00	$ 2,127.00
SEWER PERMITS	25	$ 2,400.00	$ 1,580.00
SEWER TAP RES	12		$ 4,900.00
SEWER TAP COMM	0		$ .00
DEPARTMENT TOTAL	**232**	**$9,046,925.00**	**$ 27,739.68**

TOTAL CODE ENFORCEMENT COMPLAINTS - 110

Respectfully submitted,

Joseph Wuellner

Joe Wuellner

Ronald Sieh, Building Inspector

Mark O. Reeder

Mark Reeder, Electrical Inspector

Dave VanDyke

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

Dave Shallenberger

Dave Shallenberger, Code Enforcement Officer

BUILDING DEPARTMENT REPORTS

JULY 2006

	PERMITS	VALUE	FEES
BUILDING DEPT	52	$1,397,651.00	$ 4,399.22
ELECTRIC DEPT	25	$ 12,000.00	$ 1,139.00
HVAC DEPT	52	$ 55,511.00	$ 1,667.00
PLUMBING DEPT	46	$ 40,300.00	$ 1,292.00
SEWER PERMITS	17	$ 5,400.00	$ 820.00
SEWER TAP RES	4		$ 1,800.00
SEWER TAP COMM	1		$ 1,000.00
DEPARTMENT TOTAL	**197**	**$1,510,862.00**	**$ 12,117.22**

TOTAL CODE ENFORCEMENT COMPLAINTS - 112

Respectfully submitted,

Joseph Wuellner

Joe Wuellner

Ronald Sieh, Building Inspector

Mark O. Reeder

Mark Reeder, Electrical Inspector

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

Dave Shallenberger

Dave Shallenberger, Code Enforcement Officer

BUILDING REPORT 2006

MONTH	DWELLINGS		GARAGES		MULTI-FAMILY		COMMERCIAL		COMMERCIAL REMODELING		RESIDENTIAL REMODELING		MISC.		RESIDENTIAL DEMOLITIONS		COMMERCIAL DEMOLITIONS		BUILDING DOLLARS	BLDG PERMITS
JANUARY	2.00	$251,250					4.00	$194,100	4.00	$262,436	4.00	$61,500	2.00	$2,800	1.00	$3,000			$775,086	17.00
FEBRUARY	5.00	$845,250	3.00	$40,600			5.00	$5,717,400			6.00	$35,000	9.00	$52,344					$6,690,594	28.00
MARCH	6.00	$1,070,500	3.00	$109,705	1.00	$127,500	3.00	$99,191	7.00	$1,406,300	20.00	$289,691	19.00	$34,391					$3,137,278	59.00
APRIL	6.00	$999,500	5.00	$48,660	4.00	$600,000	8.00	$1,372,600	6.00	$111,400	26.00	$157,262	26.00	$59,470					$3,348,892	81.00
MAY	9.00	$1,533,077	9.00	$182,276	2.00	$372,580			2.00	$863,636	21.00	$175,050	40.00	$81,316					$3,207,935	83.00
JUNE	6.00	$1,410,327	5.00	$67,660	2.00	$259,780	1.00	$6,600,000	4.00	$132,000	17.00	$64,959	33.00	$116,182					$8,650,908	68.00
TOTAL 6 MO.	34.00	$6,109,904	25.00	$448,901	9.00	$1,359,860	21.00	$13,983,291	23.00	$2,775,772	94.00	$783,462	139.00	$346,503	1.00	3,000.00	0.00	0.00	$25,810,693	336.00
JULY	5.00	$954,905	2.00	$16,090			2.00	$152,000	2.00	$20,300	14.00	$127,830	27.00	$126,526					$1,397,651	52.00
AUGUST																				
SEPTEMBER																				
OCTOBER																				
NOVEMBER																				
DECEMBER																				
TOTAL 6 MO.	5.00	$954,905	2.00	$16,090	0.00	$0	2.00	$152,000	2.00	$20,300	14.00	$127,830	27.00	$126,526	0.00	0.00	0.00	0.00	$1,397,651	52.00
YEAR	39	$7,064,809	27.00	$464,991	9.00	$1,359,860	23.00	$14,135,291	25.00	$2,796,072	108.00	$911,292	156.00	$473,029	1.00	3,000.00	0.00	0.00 0.00	$27,208,344	388.00

City of Pekin

LIQUOR COMMISSION MINUTES
THURSDAY, JUNE 22, 2006
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Chairman Dave Eitenmiller called the meeting to order at 4:00 p.m.

ROLL CALL
The following members were present for roll: Dave Eitenmiller, Holly Brown, Roy Bockler, Chief Tim Gillespie, Gary Allen, Chief Chuck Lauss.
Absent: John McCabe
Also present: Attorney Sue Bosich, Liquor Commissioner Frank Mackaman and Joe Wuellner, Public Works Director.

PLEDGE of ALLEIGENCE

APPROVAL OF AGENDA
Motion by Allen, seconded by Brown that the Public Input/Comments/Questions on the Agenda be moved after the Hearings be approved. Motion passed.

APPROVAL OF MINUTES
Motion by Gillespie, 2nd by Bockler to approve the Special Meeting Minutes of May 11th as presented. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS
No public input

Chairman Eitenmiller turned over the meeting to Frank Mackaman, Liquor Commissioner to conduct the Liquor Hearings at 4:05pm.

Liquor Hearings concluded at 7:05pm.
Liquor Commissioner left the meeting at 7:05pm.

Commission discussed the Hearing on Amvets Post 235. Commission has 15 day period to send a recommendation to the Liquor Commissioner.

Gillespie made a Motion to give a 3-day suspension of Liquor License, preferably on a Friday, Saturday and Sunday, + Hearing costs. 2nd by Lauss.

NEW BUSINESS
Police Liaison
Nothing to report at this time

Concorde Inn and Suites Beer Garden – Bill Griffin and Cindy Gaylean did not stay to discuss since the Hearings lasted longer than expected. Will schedule for next Liquor Commission Meeting.

Discussion followed: Bockler stated we need to go by the Code, states on property, not in parking lot. Does not think what is there now is considered a Beer Garden. Gillespie states both ends should be permanently fenced, with locked gates.
Chairman Eitenmiller suggested this be held over until the next meeting.

ANY OTHER BUSINESS TO COME BEFORE THE COMMITTEE

Liquor Code Changes:
Sue Bosich passed out the Ordinance changes suggested for the Special Use and the Liquor License two-payment fee. Sue suggested the Commission look over the Ordinances and then get back with her with changes before being submitted to Council.

No further business to come before the Commission, motion was made by Lauss, seconded by Brown to adjourn. Motion carried by Voice Vote.

Meeting adjourned at 7:50 P.M.

Respectfully submitted
Paula Gensel

NEXT MEETING THURSDAY JULY 27, 2006 @ 4:00 P.M.

City of Pekin

LIQUOR COMMISSION MINUTES
THURSDAY, JULY 27, 2006
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Chairman Dave Eitenmiller called the meeting to order at 4:00 p.m.

PLEDGE of ALLEIGENCE

ROLL CALL
The following members were present for roll: Dave Eitenmiller, Chief Tim Gillespie, Chief Chuck Lauss, and John McCabe.

Absent: Roy Bockler, Gary Allen, and Holly Brown
Also present: Attorney Sue Bosich, Joe Wuellner, Public Works Director, Officer Rick Vonrohr, and Sue McMillan, City Clerk.

APPROVAL OF AGENDA
Motion by Gillespie, seconded by Lauss that the Agenda be approved. Motion passed.

APPROVAL OF MINUTES
Motion by Lauss, seconded by Gillespie to approve the Meeting Minutes of June 22nd, 2006 as presented. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS
No public input

NEW BUSINESS
Police Liaison
Vonrohr had handouts on Ordinance Violations from several area liquor establishments. There were two complaints of alcohol being served to minors and was checked out and one establishment was arrested. Reviewed several other cases/reports in licensed establishments, no other violations found. Vonrohr to check who the Bar Manager is at the Captains Wheel bar and report to Attorney Sue Bosich. License holder is Bill Griffin with Manager being Cindy Galyean, but suspect they hired a Bar Manager. Bosich then to send a letter stating all managers need to come in and be finger printed and have a background check done.

City Attorney
Bosich to send Ordinance Violation letter to Jetta Christenson, Yesterday's Bar and Grill for allowing alcohol to be taken outside. Bartender arrested. Would like this letter to be served by an Officer of the Police Department on Friday, July 28th. Bosich stated she has not seen the Koch Street Bar and Grill police report.

Two Hearings will be held on Thursday, August 24th, 2006. Fiesta Ranchero and Yesterday's Bar and Grill.

No Ordinance changes, wait until most Commission members are present.

Concorde Inn and Suites Beer Garden – Bill Griffin and Cindy Galyean did not show to discuss.

ANY OTHER BUSINESS TO COME BEFORE THE COMMITTEE

Wuellner stated with the changes to the Ordinances regarding the Special Use it would be wise to inform Commissioner Maddox and Council of those changes before being brought to Council.

McMillan asked a question regarding Tuscan Villa and the new ownership/partnership of Bob Barra. Bosich to send a letter requesting more information on his partnership with Tuscan Villa.

No further business to come before the Commission, motion was made by Gillespie, seconded by Lauss to adjourn. Motion carried by Voice Vote.

Meeting adjourned at 4:35 P.M.

Respectfully submitted
Paula Gensel

NEXT MEETING THURSDAY AUGUST 24, 2006 @ 4:00 P.M.

Pekin Planning Commission Minutes
August 9, 2006

Present:
Jim Bradshaw
Ron Knautz, Vice Chairman
Ralph Brower
Don Hild, Chairman
Bill Craig
Scott Nichols
Steve Huey
Bob Schroeder
Michele Long

Absent:

Staff Present: Joe Wuellner, Ron Sieh, and Attorney Bosich

Chairman Don Hild led the Pledge of Allegiance.

Chairman Don Hild announced the Ladies Restroom is not available and the City Staff would be available for use of facilities in the office area.

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

MOTION by Ron Knautz, Seconded by Steve Huey to approve the agenda. On roll call vote, all present voted **AYE. MOTION APPROVED.**

Chairman Don Hild asked for approval of the minutes from the July 12, 2006.

MOTION by, Ron Knautz seconded by Bill Craig to approve the minutes from the July 12, 2006 meeting as presented. On roll call vote, all present voted **AYE. MOTION APPROVED.**

City Council Action Report:
The City Council approved the following:

Hearings #06-1719 & 06-1720 / Special Use & Site Plan For Outdoor Sales/Storage (Tractor Supply co in East Court Village).

Hearings #06-1721 / Rezoning from AG (Agricultural) to PUD-Business Park (Planned Unit Development) for Riverway Business Park, 2nd Addition.

Hearing #06-1722 / Assignment of Zoning Classification pending Annexation from AG (Agricultural) to PUD-Business Park (Planned Unit Development) for Riverway Business Park, 3rd Addition.

PPC Correspondence: No Correspondence.

Applications and Hearings:

Application #1: Peoria Monument Co, Leaseholder

Hearing #1 / 06-1723 & 06-1724: Special Use for Outdoor Display with the Legal Description of Original Town SW ¼ Sec 34 Lot 9 Block 79 and Property ID #04-04-35-307-014 and Zoned B-3 (General Business District) commonly known as 431 Henrietta Street.

Open Public Hearing 6:36PM

Bill Steubinger, representative for Peoria Monument Co, was available for questions.

Ralph Brower asked for clarification regarding the side being used for display.

Bill Steubinger stated it would be on the 5th street side.

Jim Bradshaw asked what the display would entail.

Bill Steubinger responded it would be monument stones in a stationary manner.

Close Public Hearing: 6:38PM

MOTION by Ralph Brower, seconded by Steve Huey to recommend approval of the Special Use for Outdoor Display on the 5th street side at 431 Henrietta to the Pekin City Council On roll call vote, All present voted **AYE**. **MOTION APPROVED.**

MOTION by Bob Schroeder, seconded by Bill Craig to recommend approval of the Site Plan for the Special Use Outdoor Display on the 5th street side at 431 Henrietta to the Pekin City Council On roll call vote, All present voted **AYE**. **MOTION APPROVED.**

Chairman Don Hild recommended the petitioner attend the City Council meeting on August 28, 2006 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Application #2: Gary Allen, Owner

Hearing #2:06-1725 Preliminary Plat and Rezoning of Osprey Court Subdivision Lots 1-6 & Lots 23-27 from R-1 (One Family Residential) with the Legal Description of part of the Northeast Quarter of Section 31 and part of the Northwest Quarter of Section 32, All in township 25N R4W of the Third Principal Meridian, Tazewell County, Illinois, Total Area=11.781 Acres.

Open Public Hearing: 6:41PM

Gary Allen, Owner was present for questions and stated the plans for the subdivision. He also stated he will be trying to keep the neighbors concerns in consideration while the subdivision is in progress.

Jim Bradshaw asked for clarification of the plans for the lots to be rezoned.

Gary Allen stated he is interested in all of the lots being rezoned in the petition but, is willing to except the rezoning for Lots 1, 2, 3, 25, 26 and 27.

Chairman Don Hild asked if anyone else would like to speak on the petition.

Thomas Harrison, 3520 Cattail Cove (Lot 23) inquired about a Berm being in place since the property drains onto his lot. His concern is how high it will be, who will maintain it and will it be seeded.

Ron Sieh stated that the City is requiring a Berm to be built and who ever the property owner is of that lot will have to maintain it.

Thomas Harrison inquired on who would enforce the maintenance of the Berm.

Ron Sieh stated that would fall under Code Enforcement. The Berm is required and could not be removed.

Thomas Harrison asked if the retention pond had the capacity to handle the run off water.

Joe Wuellner responded that storm water calculations have to be provided prior to construction. The results would determine the size of the retention pond.

Bill Craig confirmed clarification with Joe Wuellner that since this is undeveloped land, once the Berm and retention pond are built the residence of Cattail Cove would have the current water run off problem eliminated.

Diane Zurhorst, 3504 Cattail Cove (Lot 15) stated concern over what a retention pond is and what it would look like since it would be abutting her property.

Ron Sieh stated it is not a retention pond, it is a detention basin. It slows the water flow, fills up and run into the back leg of the existing lake.

Gary Allen stated that the retention ponds located at Wal-Mart and CEFCU are deep due to the massive parking lots in that area. The detention pond that is planned will be like the swells in Deerfield Estates and will not be deep. There will be grass and the only time they have water in them is after a heavy rain. Current owners of lots with swells have nice landscaping in them.

Bill Craig stated that the City is also requiring that Gary Allen put up a double Silt Fence during the construction phase.

Mark Vidic, 1625 Nighthawk questioned the 6' easement that is being allowed in the development. He stated the original subdivision plat when Diane Cullinan had it there was a 10' easement on each side for utilities totaling a 20'easement.

Steve Huey brought to the attention of the Commission and those residence speaking that the concerns are not part of zoning, the concerns are part of a covenants and a developers agreement.

Ron Sieh stated that this is a legal issue for the residents and Gary Allen is under no obligation to honor the previous developers covenants or agreement.

Don Hild brought to the attention of the concerned residents that they are living in an area zoned R-1 built to RE specifications. There is no other R-1 area within the City without curbs and gutters on large lots. Hickory Hills is zoned RE from the original phase and EO Reed has since then installed curbs and gutters. This RE subdivision is part of Lutticken's that was part of the annex agreement between Diane Cullinan and the City, the situation is unusual because residents live in Country style lots that are next to what she sold. Now everything can change because the covenants do not carry forward. He requested that the rest of the concerns be addressed to zoning only.

Barb Strand, 3522 Cattail Cove (Lot 24) expressed concern of what type of dwellings would be on these lots.

Gary Allen stated that duplexes, townhouses or condos fall under the same category. If a title were to be assigned to the dwellings being constructed it would be a one story townhouse or duplex. Two units on one lot.

Tim Sangalli, 3503 Cattail Cove inquired why the zoning couldn't be the same as Cattail Cove is zoned to preserve the same standards.

Ron Sieh stated that Cattail Cove is zoned R-1 with a special use. If the subdivision was to be developed the same as Cattail Cove under a special use all of the residents would have to pay a $50.00 yearly fee to maintain the status including Cattail Cove. The City will never allow that type of subdivision to be developed again.

Jeff Dupage, 1612 Winged Foot expressed concern the road will cause vehicle headlights to shine into his front window. Asked that a small radius be incorporated so the lights from vehicles do not shine in his window.

Close Public Hearing: 7:37PM

Rezoning Review Chairman, Steve Huey stated there was no committee meeting. There are enough problems and concerns with the preliminary plat that it needs to be redone. Suggestions for Consideration: Some lots have the wrong frontage, Size of lots for a duplex; Changing lots 25, 26 & 27 to RT.

Ralph Brower requested that Gary Allen be allowed to return to the Planning Commission with no added cost to him.

MOTION by Ron Knautz, seconded by Jim Bradshaw to deny the rezoning of the preliminary plat with notation that Gary Allen take into consideration of changing zoning and the exit on Falcon Way to the City Council On roll call vote, All present voted **AYE**. **MOTION APPROVED.**

Subdivision Plat Review Chairman, Bill Craig stated there was no committee meeting. The residents to the North of this subdivision will be better off once it is developed because it will prevent water run off. It is suggested that this be properly developed to fit in with the rest of the neighborhood.

MOTION by Bill Craig, seconded by Michele Long to table the Preliminary Plat until the rezoning is redone. On roll call vote, All present voted **AYE**. **MOTION APPROVED.**

INFORMAL:

Jim Bradshaw stated there was still a Mechanic Sign at Cook Auto Sales and he has not seen a Special Use application come through.

Ron Sieh responded that originally before they built the new building they had a mechanic business there and they have just continued with the same business.

Jim Bradshaw asked if everyone had a copy of the rulings case decisions on LaSalle Bank. Several years ago a special meeting was held to understand on how these rulings were applied. These two rulings are the basis for most zoning decisions. Asked if this should be gone over again since there are several new members.

Chairman Don Hild asked that everyone receive a copy in the packet next month so it can be reviewed and brought up for discussion.

MOTION by Michele Long, seconded by Bill Craig to adjourn the meeting. On roll call vote, All present voted **AYE**. **MOTION APPROVED.**

Meeting adjourned at 8:14pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Whereas, chambers of commerce have contributed to the civic and economic life of Illinois for 168 years, since the founding of the Galena Chamber of Commerce in 1838; and

Whereas, this year marks the 87th anniversary of the founding of the Illinois State Chamber of Commerce, the state's leading broad-based business organization; and

Whereas, this year marks the 91st anniversary of the Illinois Association of Chamber of Commerce Executives, a career development organization for the chamber of commerce professionals; and

Whereas, the State of Illinois is the home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois State Chamber of Commerce and more than 455 local chambers of commerce; and

Whereas, the Pekin Area Chamber of Commerce has promoted the growth of the Pekin area since 1893; and

Whereas, the Pekin Area Chamber of Commerce works with businesses, merchants, organizations and industry to advance the civic, economic, industrial, professional and cultural life of the City of Pekin; and

Whereas, the Pekin Area Chamber of Commerce and its members provide citizens with a strong business environment that increases employment, the retail trade, commerce, and industrial growth in order to make the Pekin community a better place to live; and

Whereas, the Pekin Area Chamber of Commerce encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the City of Pekin.

NOW, THEREFORE, BE IT RESOLVED that I, Frank H. Mackaman, Mayor of the City of Pekin, do hereby proclaim September 11 through September 15, 2006 as

"CHAMBER OF COMMERCE WEEK"

in the City of Pekin and call its significance to the citizens of the City of Pekin.

ADOPTED, this 28th day of August, in the Year of Our Lord, Two thousand and Six

FRANK H. MACKAMAN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Chicago Regional Office
77 W. Jackson Blvd.
Chicago, Illinois 60604-3507

OFFICE OF
COMMUNITY PLANNING & DEVELOPMENT

JUL 12 2006

Honorable Lyn Howard
Mayor, City of Pekin
ATTN: Pamela Anderson
111 S. Capitol Street
Pekin, IL 61554

Dear Mayor Howard:

SUBJECT: Program Year End Review Letter
Program Years 2003 and 2004
City of Pekin, IL

The Department has reviewed the City of Pekin's annual performance in accordance with Statutory and regulatory provisions in order to determine if the City has carried out its program substantially as described in its application for funding and if the City has a continuing capacity to carry out its approved program. This letter transmits HUD's assessment of your performance under the Community Development Block Grant (CDBG) program for Program Years 2003 and 2004.

The City of Pekin continues to make progress in developing a viable urban community by providing decent housing and a suitable living environment for its residents. HUD commends the City on its progress and accomplishments. Furthermore, we appreciate the City's effective management of the CDBG program, and its ongoing commitment to ensuring that this program is administered in a way that the public's trust is maintained.

HUD has determined that the City has the continuing capacity to administer the program. The report enclosed with this letter provides details on HUD's assessment of the City's overall administration of the CDBG program for two consecutive program years.

We request that you share this letter with the residents of Pekin. We are also requesting a response within 30 days from the date of this letter. Should you have any questions, please feel free to contact me at (312) 353-1696 ext, 2713 or your CPD Representative, Kenika Threatt, at (312) 353-1696m ext, 2307.

Sincerely,

Ray E. Willis

Ray E. Willis
Director

Enclosure

CITY OF PEKIN, IL
PROGRAM YEARS 2003 AND 2004
ANNUAL COMMUNITY ASSESSMENT

The basis for the following conclusions in this assessment is contained in the Consolidated Plan/Action Plan; Integrated Disbursement Information System (IDIS) generated reports and data, the Consolidated Annual Performance and Evaluation Report (CAPER) and other available documentation. We relied on this data to determine whether the City has carried out a program substantially as described in its application for funding, whether the program, as carried out, conforms to the requirements of the Statutes and other applicable laws, and if the City has a continuing capacity to carry out its approved programs. We identified areas of significant accomplishments and areas needing improvement.

PART I. SUMMARY OF THE CONSOLIDATED PLAN/ACTION PLAN

In order for the City of Pekin to accomplish the community development and housing objectives of the Consolidated Plan, the City utilized its CDBG resources to undertake nine (9) projects (ranging from housing to economic development) designed to address the high priority needs outlined in the five year plan.

PART 11. SUMMARY OF PERFORMANCE

Compliance with the Consolidated Plan

HUD's review of the City's 2003 and 2004 Annual Action Plans found the activities, project budgets (inclusive of program income generated from the Housing Rehabilitation and Economic Development Financial Assistance programs) beneficiaries, and projected end of year accomplishments to be consistent with the CDBG funding priorities identified in the Consolidated Plan.

Management of Funds

Annually, during the first week of March, in accordance with 24 CFR 570.902(a)(1), our office conducts a timeliness test of the City's CDBG expenditures. For the past two program years the City's expenditure rate has averaged 1.1% relative to the required 1.5% timeliness standard. Timeliness of expenditures is one of the standards the Department uses to gage a community's efficiency in managing its HUD funding. We congratulate the City on their effective management of CDBG resources.

Monitoring

In fiscal year 2003, our office conducted an on-site monitoring review of the City's program. The review resulted in two Findings of noncompliance with the CDBG program regulations. Specifically, Finding number 1 resulted from the verification and recordation of the income for participants of the Housing Rehabilitation program not present in the files. The second Finding was issued for failure to comply with the financial administration provisions of 24 CFR Part 85.20(b)(6) for the Economic Development Financial Assistance program. Consequently, HUD issued corrective actions, which the City implemented. Both Findings have been closed.

Consolidated Annual Performance and Evaluation Report (CAPER)

A major component of HUD's assessment of your performance under the CDBG program is the review of the Consolidated Annual Performance and Evaluation Report (CAPER). Some of the standards applied to the review are accuracy of content, implementation of the goals and objectives identified in the Consolidated Plan and the progress of accomplishments in meeting key departmental objectives.

In 1993, the City revised its Fair Housing Ordinance (after findings of discrimination and an Analysis of Impediments to Fair Housing was conducted) to encompass people with disabilities and people with children. In 2004, the City hosted a "Dealing with Perception" open forum to improve race relations. The City continues its effort to move beyond the perceptions and overcome the effect of the "impediment" by participating in, development, and funding organizations aimed at promoting good human relations and eliminating employment and housing discrimination.

The City was also responsible for the six million dollar expansion of one of its major employers, Excel Crusher Technologies, a leading developer of rock crushing equipment, who created 100 new jobs in the City.

We commend the City on its progress toward meeting two of the key objectives of the CDBG program, affirmatively furthering fair housing and expanding economic opportunities for low and moderate-income persons.

We also commend the City on leveraging its resources. In support of the CDBG funded Down Payment Assistance Grant program, the City allocated $5,716,711 of its private activity bond cap from the State to this program.

In our review of the CAPERs, we find that additional information is required in order to complete the reporting requirements.

Affordable Housing Narrative

The narrative must include an evaluation of progress in meeting its specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households assisted during the reporting period and the number of households assisted with housing that meets the Section 215 definition of affordable housing for rental and homeownership. This summary of progress should include a comparison of actual accomplishments with proposed goals for the reporting period, efforts to address "worst-case needs," and progress in meeting the needs of persons with disabilities.

Please provide a page number for this narrative.

IDIS C04PR03 Report

2003-0009 (124) Homeowner Rehab Loan Program. This activity is described as "credit check monthly charge". The matrix code is 14A for single-family rehabilitation. However, the correct matrix code is 14H – rehabilitation administration. If you are going to categorize this as single-family rehab, the costs should be a part of the costs associated with each homeowner's file.

2002-0003 (129) Economic Development Financial Assistance Program – Excalibur Seasonings Co. $100,000 was expended but no beneficiaries were listed. Please provide the beneficiary information.

2003-0004 (133) United Way. $45,000 was expended but the beneficiary information is not shown. Please provide this information.

2004-0011 (170) 2004 Homeowner Rehabilitation Programs Delivery. The national objective is low/mod limited clientele. Please explain how this determination was made.

20004-0003 (192) General Admin. Pekin Coalition for Equality. Described as the "Y and Coalition are committed to making Pekin a community where all individuals are welcome – regardless of race, color, religion, sex, national origin, age, familial, status, disability". Is this a fair housing activity?

PART III: OVERALL EVALUATION AND CONCLUSIONS

Again, we commend the City on the improvements made to the CAPER. The data was presented in ways easily understood by citizens.

As a result of our assessment, we have determined that the City's overall performance and progress in administering CPD programs are good. The City has the continuing capacity to carry out the program in a timely manner. Based on our review of the activities, the City is in compliance with applicable laws and regulations.

AUDITS

The Office of Management and Budget (OMB) Circular A –133, Audits of States, Local Governments, and Non-Profit Organizations was issued pursuant to the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. Non- Federal entities that expend $500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of Subpart B of the Circular.

It is necessary that you provide a copy of this letter to your IPA/Auditor and instruct them to focus their review of your next audit on the financial reporting requirements of the Community Development Block Grant (CDBG) program.

Planning & Development Department

August 14, 2006

Housing & Urban Development
Attn: Kenika Threatt
Chicago Regional Office
77 W. Jackson Blvd.
Chicago, IL 60604-3507

RE: Program Year End Review Letter dated July 12, 2006
Program Years 2003 and 2004
City of Pekin, IL

Dear Ms. Threatt,

This letter is in response to the HUD letter dated July 12, 2006 in reference to program years 2004 and 2004 Consolidated Annual Performance Evaluation Reports. The City of Pekin appreciates the thorough review of the 2003 and 2004 CAPERs and the constructive feedback given within the above dated stated letter. This response letter will answer the request for additional information listed on page three.

July 12, 2006 letter from HUD:

"In our review of the CAPERs, we find that additional information is required in order to complete the reporting requirements.

Affordable Housing Narrative

The narrative must include an evaluation of progress in meeting its specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households assisted during the reporting period and the number of households assisted with housing that meets the Section 215 definition of affordable housing for rental and homeownership. This summary of progress should include a comparison of actual accomplishments with proposed goals for the reporting period, efforts to address "worst-case needs," and progress in meeting the needs of persons with disabilities.

Please provide a page number for this narrative."

Pamela Anderson, Community Development Coordinator, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: panderson@ci.pekin.il.us

Response from the City of Pekin:

2003 CAPER- The affordable housing section begins on page four (4) of the 2003 CAPER and continues on page five (5). Also, on page twenty (20) of the 2003 CAPER there is a breakdown of income levels and owner households assisted.

2004 CAPER - The affordable housing section begins on page five (5) of the 2004 CAPER and continues onto page seven (7). Also, on page twenty-one (21) of the 2004 CAPER there is a breakdown of income levels and owner households assisted.

The City of Pekin did not identify as a high priority or allocate/expend dollars on rental housing programs.

In response to the number of households assisted with housing that meets the Section 215 definition of affordable housing for rental and homeownership -

Rental – the City of Pekin did not allocate dollars for rental housing for the 2003 or 2004 fiscal year. Not applicable.

Homeownership – the City of Pekin Rehabilitation program does not apply to the section 215 definition of affordable housing. Therefore, Section 215 definition is not applicable for the Rehabilitation program.

Down Payment Assistance grant program - definition of Section 215 qualification of affordable housing (taken from the HUD Rules and Regulations):

a. *Homeownership*
   Housing that is for homeownership shall qualify as affordable housing under this subchapter only if the housing--
   1. *Has an initial purchase price that does not exceed 95 percent of the median purchase price for the area, as determined by the Secretary with such adjustments for differences in structure, including whether the housing is single-family or multifamily, and for new and old housing as the Secretary determines to be appropriate;*

   2003 CAPER: The house purchased with the assistance of this program benefited one moderate-income household with the purchase price of $47,500, which did not exceed the 95 percent of the median purchase price for the area ($231,830 targeted / $189,680 non-targeted maximum purchase price limit - see attached document).

   2004 CAPER: The house purchased with the assistance of this program benefited one moderate-income household with the purchase price of $59,500, which did not exceed the 95 percent of the median purchase price for the area ($160,176 2004 maximum appraised values - see attached document).

Pamela Anderson, Community Development Coordinator, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: panderson@ci.pekin.il.us

<u>In response to the summary of progress including a comparison of actual accomplishments with proposed goals for the reporting period, efforts to address "worst-case needs", and progress in meeting the needs of persons with disabilities</u> –

2003 fiscal year – (proposed goals taken from 2003 Action plan pgs. 6-11 & actual accomplishments taken from CAPER pg. 23 – see attached)

Program	**2003 Action Plan (proposed goals)**	**2003 CAPER (actual accomplishments)**
Homeowner Rehabilitation Loan Program	5	5
Homeowner Backflow program	8	7
Emergency Home program	5	10
Homeowner Senior / ADA grant program	5	7
Down Payment Assistance Program	6	1

2004 Fiscal Year - (proposed goals taken from Action plan pgs. 6-13 & actual accomplishments taken from CAPER pg. 24 – see attached)

Program	**2004 Action Plan (proposed goals)**	**2004 CAPER (actual accomplishments)**
Homeowner Rehabilitation Loan Program	7	4
Homeowner Backflow program	8	1
Emergency Home program	6	4
Homeowner Senior / ADA grant program	6	8
Down Payment Assistance Program	3	1

"Worst-case needs" – the Emergency program was designed to address worst-case needs. This program addressed home issues that were considered a threat to the life and safety of the homeowners.

Persons with disabilities - the Homeowner Senior / ADA grant program was designed to address individuals with disabilities. This program addressed home issues for seniors or people with disabilities.

<u>July 12, 2006 letter from HUD:</u>

"IDIS C04PR03 Report –

2003-0009 (124) Homeowner Rehab Loan Program. This activity is described as "credit check monthly charge". The matrix code is 14A for single-family rehabilitation. However, the correct matrix code is 14H – rehabilitation administration. If you are going to categorize this as single-family rehab, the costs should be a part of the costs associated with each homeowner's file."

Pamela Anderson, Community Development Coordinator, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: panderson@ci.pekin.il.us

Response from the City of Pekin:

The change in IDIS has been completed to change the matrix code form 14A to 14H.

July 12, 2006 letter from HUD:

"IDIS C04PR03 Report -

2002-0003 (129) Economic Development Financial Assistance Program – Excalibur Seasonings Co. $100,000 was expended but no beneficiaries were listed. Please provide the beneficiary information."

Response from the City of Pekin:

The beneficiary information was not reported in the CO4PR03 report as a result in the reporting requirements. The beneficiaries were reported on in the 2005 CAPER (pg. 31, question #6) and are as follows: "The other loan, Excalibur Seasonings, has met their creation/retention job requirement of one full time employee per $10,000 borrowed. Excalibur Seasonings borrowed $100,000. They created/retained 10 full time equivalent jobs. Seven (7) jobs were created and three (3) were retained. A total of eight (8) of the ten (10) jobs were individuals that were hired from low to moderate-income households."

July 12, 2006 letter from HUD:

"IDIS C04PR03 Report -

2003-0004 (133) United Way. $45,000 was expended but the beneficiary information is not shown. Please provide this information."

Response from the City of Pekin:

Taken from the 2003 CAPER (pg. 14; see attached) –

3. United Way of Pekin

The United Way of Pekin funded agencies, which provided health, housing and disaster services, youth programs, counseling services for abused and neglected individuals, and programs for the elderly. The United Way served a total of 80,705 people (duplicated count) who live in Pekin. The City of Pekin donates $45,000 or 8% of $562,476.00, which is the total United Way campaign. Therefore, the presumed benefit of CDBG dollars is estimated at assisting the 6,456 people.

Geographic Distribution of Services: Community Wide

Funds Budgeted: $45,000.00
Funds Expended: $45,000.00

Pamela Anderson, Community Development Coordinator, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: panderson@ci.pekin.il.us

Tenure Type of Beneficiary: 6,456 people (presumed benefit)
Female Headed Households: 3,109 people (presumed benefit)

Income Levels of Beneficiaries:
Low and Moderate Income: 6,456 people (presumed benefit)

IDIS screens and all relevant information was listed correctly.

July 12, 2006 letter from HUD:

"IDIS C04PR03 Report -

2004-0011 (170) 2004 Homeowner Rehabilitation Programs Delivery. The national objective is low/mod limited clientele. Please explain how this determination was made."

Response from the City of Pekin:

Each eligible applicant to the 2004 Homeowner Rehabilitation Program has to demonstrate income eligibility to participate in this program. The Homeowner Rehabilitation Program national objective is LMC. The Homeowner Rehabilitation Programs Delivery program expend dollars that are directly associated with administrating this program. Therefore, the national objective was designated low/mod limited clientele.

Since you raised the question of how the determination was made, further research was done within the IDIS manual. On Page B-17 under 14H it states the following:

> "Use this code for all activity delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Examples of these include architectural, engineering, appraisal, and other professional services; preparation of work specifications and work write-ups; loan processing and loan origination fees; surveys, site, and utility plans; application processing; and other fees involving housing rehabilitation. The costs of administering one or more rehabilitation programs may be classified as separate activities or they may be included as part of the total cost of each rehabilitation activity. ...When housing rehabilitation administration is classified in the 14 series, a national objective must be identified. However, housing rehabilitation administration may be included under General Program Administration, code 21, without a national objective being identified. If classified in this manner, though, the activity will be included under the 20 percent Planning and Administration cap."

The City of Pekin has determined that the Rehabilitation Program Delivery program will be assigned a national objective to separate the expenses from the Planning and Administration cap of 20%.

I then referenced to the Learning IDIS: A Course for IDIS Beginners, March 22-23, 2005; chapter 2, pg. 17 (table of matrix code, national objective and accomplishment types). Under

Pamela Anderson, Community Development Coordinator, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: panderson@ci.pekin.il.us

14H matrix code, the appropriate national objective should be low/mod housing benefit (LMH), & accomplishment code of 10 housing units.

The national objectives have been changed in IDIS to reflect the correction of the national objective to 14H and the total assisted listed within the accomplishment code. Thank you for raising this question.

July 12, 2006 letter from HUD:

"IDIS C04PR03 Report -

2004-0003 (192) General Admin. Pekin Coalition for Equality. Described as the "Y and Coalition are committed to making Pekin a community where all individuals are welcome - regardless of race, color, religion, sex, national origin, age, familial status, disability". Is this a fair housing activity?"

Response from the City of Pekin:

The Pekin Coalition for Equality does encompass the subject of fair housing amount other subjects (equality, diversity, education, etc…). Please see the below information concerning the activities of the Pekin Coalition for Equality.

Taken from the 2004 CAPER narrative, page 3-5 (see attached) –

"The City of Pekin revised its Fair Housing Ordinance in January, June and November of 1993 to encompass people with disabilities and persons with children. It also established the Human Relations Commission (HRC) in that same year. During the past fiscal year, the Human Relations Commission (HRC) has been combined with the efforts of the Pekin Coalition for Equality. The HRC is a group of people who volunteer their time to serve as Commissioners to process and/or investigate housing discrimination complaints.

The City of Pekin is a member of the Pekin Coalition for Equality and has staff representation on the Coalition's Board and Council assigned to the Coalition efforts. The City, County, grade and high school districts, as well as local churches and businesses work together in support of the Coalition's efforts to eliminate discrimination and hate crimes and increase equal opportunity and understanding among people. During the last fiscal year the Coalition has taken a lead role in various events:

May – The Pekin Coalition for Equality conducted a logo contest. It was decided at our meeting that Coalition members would visit local summer camps and give a 15-minute presentation and have the children attempt to draw a new logo for the Coalition.
June – New Human Relations Commission members were designated
July – the efforts for acquiring additional logo contest entries was great. A total of 250 entries were obtained by visiting local summer camps.
August – The Coalition participated in the National Night Out Against Crime. We provided temporary tattoos to the children in a booth advertising the Coalition efforts. There were approximately 1,300 people in attendance.

Pamela Anderson, Community Development Coordinator, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: panderson@ci.pekin.il.us

September – The Coalition participated in the Marigold festival. Our booth was located near the petting zoo. We had an art project for kids – multi-colored paper hands that the children were able to decorate with jewels, stickers, and markers/crayons. The purpose of the multi-colored hands was to demonstrate that people come in different shades. We all have differences, but we are all people. These hands were later displayed at McDonalds during the Week Without Violence. The children participating in the Marigold festivities also were given a small plastic cup with the new Coalition logo and a temporary tattoo. Approximately 200 children participated.

October – Week Without Violence –

Diversity Forum: The Coalition invited several leaders of the Community and leaders of the City of Peoria to a Diversity Forum held at the Pekin City Hall. Three minorities from Peoria and three Caucasian Pekinites sat on the Forum. The Forum covered the following: Perceptions – definition of racism vs. prejudice, based in fear not hatred, internal vs. external perceptions, and perception is reality, information dispels perception and racism; why come to Pekin? What does Pekin have to offer? – Attributes of Pekin were shared by the Pekin Chamber of Commerce; the value that diversity adds to a Community – Social and economic diversity and economic losses when diverse populations go elsewhere. There was also a question / answer opportunity of the participants. The Diversity Forum was taped and portions of the tape have been used in presentations.

"Hands" – the decorated hands from the Marigold Festival (September) were on display at the local McDonalds.

Writing Contest at Pekin Community High School – 20 entries were received. The winner was announced at the Dr. Martin Luther King Jr. breakfast in January.

November – Conference on Bias, Bigotry, Hate and Terrorism in America held in Bloomington, IL. The Coalition discussed supporting a project to raise funds to purchase a grave marker for John Taylor, a former player in the Negro leagues. Further discussions were held during the fiscal year.

December – preparation for January events

January –

MLK breakfast – The Coalition invited D. Kucha Brownlee and her husband Tony, storyteller, vocalist and percussionist; to speak at the MLK breakfast (237 people in attendance) and also to attend five elementary schools (1,274 people reached) and the Pekin Public library (150 people reached) for presentations.

City of Pekin - The City of Pekin had a display of Martin Luther King Jr. & Senator Dirksen works and pictures for the week of January 17th. There was also a DVD presentation that was compiled by the City of Pekin computer tech incorporating a message from the Director of the Pekin Coalition for Equality, excerpts of the Diversity Forum (December), MLKJ 'I have a Dream Speech' with photos of MLKJ throughout his life, & excerpts from the MLK breakfast. On January 17th the DVD was played in the Council chambers. The DVD was played on the local government channel throughout the week.

March – John Taylor Headstone project – progress had been made to start collecting contributions for his gravestone. Peoria Black Chamber of Commerce had agreed to

Pamela Anderson, Community Development Coordinator, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: panderson@ci.pekin.il.us

partner with the Pekin Coalition for Equality in its efforts to promote this project. Strategic planning was discussed for the Coalition.
April – IMHRA conference for May 5th & 6th; Navigating the Maze was discussed. It was decided that CDBG funds would be used for the HRC members if they were able to attend this training. A report of the training will be included in the 2005 CAPER.

Housed within the Pekin Coalition for Equality is the City of Pekin Human Relations Commission (HRC). The HRC is a group of people who volunteer their time to serve as Commissioners to process and/or investigate housing discrimination complaints. No housing discrimination complaints had been filed for the 2004 HUD fiscal year. Calls that have been received in this office are often related to code enforcement issues and have been transferred to the appropriate City department. The Pekin Area Association of Realtors and the Pekin Housing Authority have coordinated efforts with the HRC regarding fair housing issues, activities and educational opportunities both agencies participate in to ensure fair housing is practiced. The HRC and/or staff attend local and regional conferences on fair housing, such as those provided by the Illinois Municipal Human Relations Association, Illinois Department of Human Rights or the Illinois Association of Realtors."

Therefore, yes the Pekin Coalition for Equality does encompass fair housing activities, but not fair housing alone. That is why it was determined to use a portion of the Planning & Administration 20% cab and national objective.

The above information should assist in clarifying responses to your questions. I appreciate you taking the time to review the CAPERs. The July 12, 2006 letter from HUD and the response letter will be shared with the City Council, staff and Community.

The CDBG program is a vital program for the City of Pekin low to moderate-income households. The City of Pekin CDBG staff will continue to commit to ensure that this program is administered in a way that the public's trust is maintained. Thank you for your written acknowledgment of the staff's effort and commitment to the CDBG program!

Respectfully,

Pamela Anderson
Community Development Coordinator
City of Pekin

CC: Mr. Dennis Kief, City Manager
Mr. Frank Mackaman, Mayor
Pekin City Council
City of Pekin staff
City of Pekin residents (as per Council agenda for August 14, 2006, receive and file)

Pamela Anderson, Community Development Coordinator, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: panderson@ci.pekin.il.us

Pekin Planning Commission
August 9, 2006

HEARING #06-1723

The Pekin Planning Commission recommends approval for Peoria Monument Co, Lease-holder the Special Use for Outdoor Display with the Legal Description of Original Town SW ¼ Sec 34 Lot 9 Block 79 and Property ID #04-04-35-307-014 and zoned B-3 (General Business District) commonly known as 431 Henrietta Street to the Pekin City Council.

Don Hild, Chairman

Ron Knautz, Vice-Chairman

Pekin Planning Commission
August 9, 2006

HEARING #06-1724

The Pekin Planning Commission recommends approval for Peoria Monument Co, Lease-holder the Site Plan for Special Use for Outdoor Display with the Legal Description of Original Town SW ¼ Sec 34 Lot 9 Block 79 and Property ID #04-04-35-307-014 and zoned B-3 (General Business District) commonly known as 431 Henrietta Street to the Pekin City Council.

____
Don Hild, Chairman

____
Ron Knautz, Vice-Chairman

Pekin Planning Commission
August 9, 2006

HEARING #06-1725

The Pekin Planning Commission recommends to deny the Rezoning of Osprey Court Subdivision with notation that Gary Allen take into consideration of changing the zoning and the exit on Falcon Way to the Pekin City Council.

Don Hild, Chairman

Ron Knautz, Vice-Chairman

Pekin Planning Commission
August 9, 2006

HEARING #06-1725

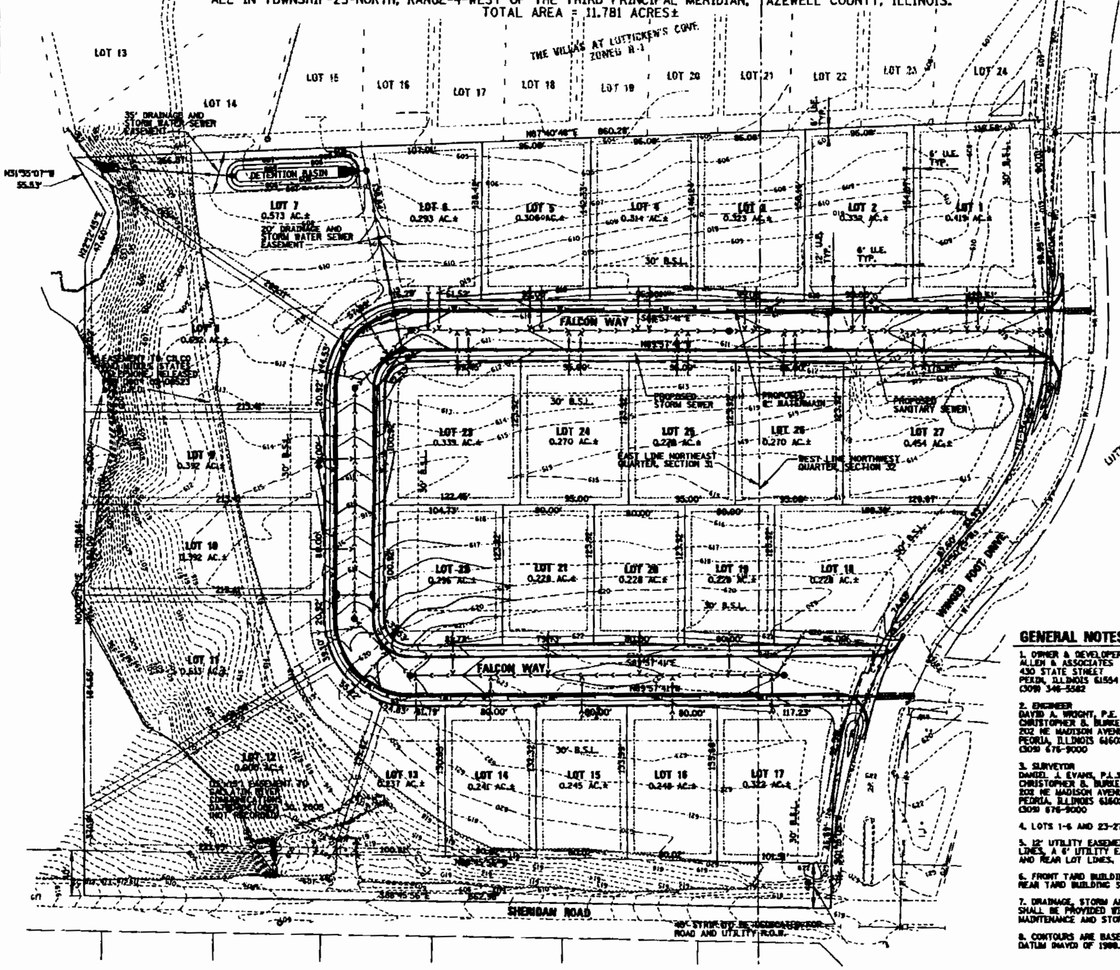
The Pekin Planning Commission tabled the Preliminary Plat for Osprey Court Subdivision until the rezoning is redone.

____
Don Hild, Chairman

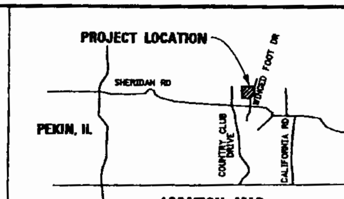
____
Ron Knautz, Vice-Chairman

PRELIMINARY PLAT FOR
OSPREY COURT SUBDIVISION

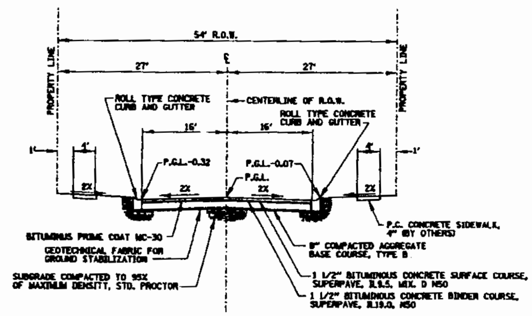
PART OF THE NORTHEAST QUARTER OF SECTION 31 AND PART OF THE NORTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP-25-NORTH, RANGE-4-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.
TOTAL AREA = 11.781 ACRES±



SCALE IN FEET



LOCATION MAP
NOT TO SCALE



TYPICAL ROADWAY SECTION

GENERAL NOTES

1. OWNER & DEVELOPER
ALLEN & ASSOCIATES
430 STATE STREET
PEKIN, ILLINOIS 61554
(309) 346-5582

2. ENGINEER
DAVID A. WRIGHT, P.E.
CHRISTOPHER B. BURKE ENGINEERING, LTD.
202 NE MADISON AVENUE, SUITE 301
PEORIA, ILLINOIS 61602
(309) 676-9000

3. SURVEYOR
DANIEL J. EVANS, P.L.S.
CHRISTOPHER B. BURKE ENGINEERING, LTD.
202 NE MADISON AVENUE, SUITE 301
PEORIA, ILLINOIS 61602
(309) 676-9000

4. LOTS 1-6 AND 23-27 ZONED R-7, LOTS 7-22 ZONED R-1

5. 12' UTILITY EASEMENTS SHALL BE PROVIDED ON FRONT LOT LINES, A 6' UTILITY EASEMENT SHALL BE PROVIDED ON SIDE AND REAR LOT LINES.

6. FRONT YARD BUILDING SETBACK LINE SHALL BE 30' REAR YARD BUILDING SETBACK LINE SHALL BE 35'

7. DRAINAGE, STORM AND SANITARY SEWER EASEMENTS SHALL BE PROVIDED WITH SUFFICIENT WIDTH FOR MAINTENANCE AND STORM WATER CONVEYANCE.

8. CONTOURS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. FIELD TOPO COMPLETED: 6-6-06 THROUGH 7-14-06

LEGEND

PROPOSED SANITARY SEWER	SUBDIVISION SECTION BOUNDARY
PROPOSED STORM SEWER	PROPOSED BUILDING SETBACK LINE
PROPOSED WATER MAIN	EXISTING CONTOUR
EXISTING SANITARY SEWER	EXISTING SANITARY MANHOLE
EXISTING WATER	EXISTING FIRE HYDRANT
PROPOSED R.O.W. LINE	PROPOSED SANITARY MANHOLE
PROPOSED LOT LINE	PROPOSED FIRE HYDRANT
EXISTING LOT LINE	CURB INLET
PROPOSED EASEMENT LINE	B.S.L. BUILDING SET BACK LINE
R.O.W. RIGHT-OF-WAY	T.C.R.O. TAZEWELL COUNTY RECORDERS OFFICE
U.E. UTILITY EASEMENT	

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

I hereby certify that by Resolution No. ______ adopted by the City Council of the City of Pekin, Tazewell County, Illinois, at a regular meeting held on the ______ day of ______, 2006, the above PRELIMINARY PLAT of Osprey Court Subdivision was approved.

____
City Clerk

CHRISTOPHER B. BURKE ENGINEERING LTD.
202 NE Madison Avenue, Suite 301
Peoria, Illinois 61602
(309) 676-9000
Design Firm Registration # 184-001175

CLIENT:
ALLEN & ASSOCIATES
430 STATE STREET
PEKIN, ILLINOIS 61554

DSGN.	MAK	
DWN.	MAK	LTW
CHKD.		
SCALE:	1=50	
DATE:	7/24/06	
PLOT DATE:	7/24/2006	

NO.	DATE	NATURE OF REVISION	CHKD.

FILE NAME: P:\06347\Civil\06347-0l.ppl

TITLE:
OSPREY COURT SUBDIVISION
PRELIMINARY PLAT
PEKIN, ILLINOIS

PROJECT NO. 06-347
SHEET 1 OF 1
DRAWING NO. PPL-1

PRELIMINARY PLAT CHECKLIST

Subdivision (Project) Name Osprey Court Sub.

Developer/Owner Allen & Associates

Developer Address 430 State Street

Developer Phone # 346-5582

Developer Contact Person Gary Allen

Engineer/Architect Christopher B. Burke

[illegible] 2/20/06 [illegible] 7/19/06 REP 1/20/06 CEL

	Required Information – Approval Dates	Public Works Director	City Engineer	Code Enforcement	Fire Chief
A.	IDENTIFICATION AND DESCRIPTION 10-4-4 [illegible]				
1.	Legal Description A	✓		OK	N/A
2.	Subdivider (Proprietor Status) & Engineer	✓		OK	N/A
3.	1"+100' Minimum Acceptable Scale	✓		OK	N/A
4.	Date and North Arrow	✓		OK	N/A
B.	Existing Conditions 402-4 10-4-4-D [illegible]				
1.	Location Map (not less than 1"=1,000')	✓		OK	N/A
2.	Boundary Survey, Dimension, Section and Corporation Lines	✓		OK	N/A
3.	Property Lines of Adjacent Tracts & Zoning Classification	Need zoning shown (N)(E)		shown zoning	N/A
4.	Existing Platted Street (location, width and names)	✓		OK	N/A
5.	Location of Existing Underground Utilities (i.e. sewers and water mains)	✓		OK	N/A
6.	Creeks or Surface Drains with 500' and Statement on Drainage Areas	✓		Note #1	N/A
7.	Contour Interval of not more than 2'	✓		OK	N/A
8.	Wetlands	Existing		N/A	N/A
9.	Floodplain	N/A		N/A	N/A
10.	Mines	N/A		N/A	N/A
C.	General Planning Considerations 10-4-2 A thru E [illegible]				
1.	Zoning Classification Request	per CEO		Note #2	N/A
2.	Schools, Open Space	No schools open space? *		None	N/A
3.	Relationship to Major Thoroughfares	✓		OK	OK
4.	Master Plan or Other Plan Conformity	✓		OK	N/A

5.	Preservation of Natural Features	As possible		corn field ok	N/A
D. Proposed Conditions [illegible]					
1.	Street Names, ROW and Connections	✓		OK	N/A
2.	Lot Layout, Dimension, Number and Setbacks	✓		OK	N/A
3.	Lots for Public or Common Use	*		NONE	N/A
4.	"Excepted" Parcels on Plat	N/A		NONE	N/A
5.	Sewage Disposal System Indication	✓		OK	N/A
6.	Water Supply System Indication	✓		OK	OK
7.	Storm Drainage and Retention Indication	*		Note #3	N/A
8.	General Layout of Overall Plan	✓		Nice layout	OK
9.	Certificates	ownership needed		Need	N/A

Code Enforcement Comments: Note #1: silt fence required at all property boundry line except west line and fence must be placed at the crest of the ditch, any fill pushed over into ditch will be required to have a double row of silt fence installed properly and maintained through-out entire project.
Note #2: Request to rezone lots 1-6 & 23-27 to RT from R1 existing zoning on entire parcel
Note #3: Burm is required at north property line to prevent water migrating onto adjacent ~~property and swell all water to retention area~~

Public Works Comments:
Consider possible open space & retention area for recreation/public use (recommendation only)
Grading on Lots 1-7 shall be done to assure all drainage will go to retention area or street
Erosion control plan will be required showing details. Contractor must follow.

City Engineer Comments:

Fire Chief Comments: Hydrants are within 600 feet and the system is looped

Other Comments:

easement must be provided at retention area for equipment access and rip rap must be provided at outfall from retention area

November 3, 2003

Comments Re First Quarter Financial Status

Included with this communication are the consolidated Revenue and Expense figures for the City's first quarter of FY '07. On first blush there would seem to be much to cheer about and, indeed, the numbers are encouraging. However, we should not be mislead by a two to one ratio of Income vs. Expenses! The vast majority of that situation can be explained in two short phrases: timing issues based on cash basis accounting and unbudgeted income from property sales. Both will "catch up" as major expenses such as summer street maintenance, purchase of fire trucks, and acquisition of land for Riverway Business Park come to fruition from August to February.

Also, keep in mind that a couple of significant sources of income are not paid via the state each month. Specifically, Personal Property Replacement Tax is credited eight times per year (none in February, June, September, and November) and T.I.F. sales tax is only paid quarterly (July, October, January, and April). Another concern re tax income is that we have noticed a downward trend in Telecommunications Tax which, if it continues, could result in as much $300,000 less than budgeted. This is seemingly being caused by an increasing number of new providers of telephone service who are not subject to the tax.

Those caveats noted, the City had a good first quarter and we are pleased with the results. Most Revenue sources are up and spending has been kept within or below budget. Investment Reserves of $18 million (though they will be declining as budgeted for capital projects/expenses) are yielding an average of 5% and producing interest income slightly above budget at this point. Taxpayers should be pleased with results achieved.

Respectfully Submitted,
C.H. Renner, Treasurer

CITY OF PEKIN
REVENUE REPORT
FOR THE THREE MONTH PERIOD (25%) ENDED JULY 31, 2006

	Actual Current Month	Actual Year to Date	Annual Budget	Percent to Budget
General Fund:				
Real Estate Taxes	$ 1,346	$ 1,346	$ 1,759,225	.1%
Replacement Taxes	212,998	377,961	1,170,000	32.3%
Income Tax	255,204	1,153,732	2,675,000	43.1%
State Sales Tax	437,939	1,241,811	4,625,000	26.8%
State Use Tax	38,238	102,918	395,000	26.1%
Home Rule Sales Tax	270,109	739,815	2,900,000	25.5%
Telecommunications Tax	76,722	281,719	1,200,000	23.5%
Local Gas Tax	32,096	102,914	337,000	30.5%
Hotel/Motel Tax	14,867	39,825	143,232	27.8%
Total Tax Revenue	1,339,519	4,042,041	15,204,457	26.6%
Sale of Property	-	925,492	20,000	4627.5%
License & Permits	11,608	65,990	229,935	28.7%
Fees & Services	151,456	236,861	773,585	30.6%
Fines	30,291	92,433	353,800	26.1%
Intergovernmental	4,952	96,066	188,462	51.0%
Interfund Transfers	18,043	52,750	106,000	49.8%
Interest Earnings	53,859	91,874	300,000	30.6%
Other	24,968	111,392	332,450	33.5%
Total Revenue	$ 1,634,696	$ 5,714,899	$ 17,508,689	32.6%
Solid Waste Fund:				
Interfund Transfers	$ -	$ -	$ -	0.0%
Intergovernmental			102,000	0.0%
Services	-	816	500	163.2%
Other	11,711	28,602	46,250	61.8%
Total Revenue	$ 11,711	$ 29,418	$ 148,750	19.8%
Sewerage Fund:				
Fees & Services	$ 233,857	$ 644,087	$ 2,787,120	23.1%
Licenses & Permits	955	3,830	11,800	32.5%
Intergovernmental	-	-	500,000	0.0%
Interest Earnings	3,891	29,017	45,000	64.5%
Other	1,190	3,642	21,075	17.3%
Total Revenue	$ 239,893	$ 680,576	$ 3,364,995	20.2%
Motor Fuel Tax Fund:				
Motor Fuel Tax	$ 87,794	$ 239,694	$ 965,004	24.8%
Fees & Services	5,708	17,103	63,650	26.9%
Intergovernmental	-	-	12,000	0.0%
Interest Earnings	4,303	22,486	90,000	25.0%
Total Revenue	$ 97,805	$ 279,283	$ 1,130,654	24.7%

CITY OF PEKIN
REVENUE REPORT
FOR THE THREE MONTH PERIOD (25%) ENDED JUly 31, 2006

	Actual Current Month	Actual Year to Date	Annual Budget	Percent to Budget
HUD Metro Development Fund:				
Intergovernmental	$ 68,388	$ 74,211	$ 595,053	12.5%
Program Income	-	-	69,200	0.0%
Interest Earnings	534	1,529	1,700	89.9%
Other	7,569	7,894	-	7894.0%
Total Revenue	$ 76,491	$ 83,634	$ 665,953	12.6%
TIF Central Business District Fund:				
Real Estate Taxes	$ -	$ -	$ 468,000	0.0%
Sales Tax-State	-	43,833	175,000	25.0%
Sales Tax-City	-	-	197,612	0.0%
Interest Earnings	319	2,441	3,500	69.7%
Other	-	53,289	-	53289.0%
Total Revenue	$ 319	$ 99,563	$ 844,112	11.8%
Capital Projects Fund:				
Local Gas Tax	$ 32,096	$ 73,350	$ 337,000	21.8%
Intergovernmental	1,212,984	1,241,387	600,000	206.9%
Interest Earnings	1,794	5,250	51,000	10.3%
Other	198,520	198,520	6,181	3211.8%
Total Revenue	$ 1,445,394	$ 1,518,507	$ 994,181	152.7%
Municipal Bus Fund:				
Fees & Services	$ 1,215	$ 3,773	$ 12,198	30.9%
Intergovernmental	-	-	176,470	0.0%
Other	-	-	-	0.0%
Total Revenue	$ 1,215	$ 3,773	$ 188,668	2.0%
School Bus Fund:				
Fees & Services	$ 6,955	$ 428,119	$ 1,348,163	31.8%
Interest Earnings	1,062	3,167	15,000	21.1%
Other	-	-	-	0.0%
Total Revenue	$ 8,017	$ 431,286	$ 1,363,163	31.6%
Airport Fund:				
Fees & Services	$ 4,180	$ 12,790	$ 53,312	24.0%
Other	-	-	6,002	0.0%
Total Revenue	$ 4,180	$ 12,790	$ 59,314	21.6%

CITY OF PEKIN
REVENUE REPORT
FOR THE THREE MONTH PERIOD (25%) ENDED JULY 31, 2006

	Annual Current Month	Actual Year to Date	Annual Budget	Percent to Budget
Economic Development Fund:				
Interest Earnings	$ -	$ -	$ 200,392	0.0%
Other	-	-	-	0.0%
Total Revenue	$ -	$ -	$ 200,392	0.0%
Employees Benefits Fund:				
Contributions	$ 17,278	$ 435,439	$ 3,523,533	12.4%
Interest Earnings	2,925	8,515	43,000	19.8%
Other	19,129	19,129	62,000	30.9%
Total Revenue	$ 39,332	$ 463,083	$ 3,628,533	12.8%
Vehicle Maintenance Fund:				
Sales & Labor	$ 75,622	$ 239,179	$ 1,209,931	19.8%
Interfund Transfers	-	-	-	0.0%
Other	-	-	-	0.0%
Total Revenue	$ 75,622	$ 239,179	$ 1,209,931	19.8%
Grand Total	$ 3,634,735	$ 9,555,991	$31,307,335	30.5%

CITY OF PEKIN
REVENUE REPORT
FOR THE THREE MONTH PERIOD (25%) ENDED JULY 31, 2006

(MEMO ONLY)	Actual Current Month	Actual Year to Date	Annual Budget	Percent to Budget
OTHER FUNDS/ENTITIES:				
Tazewell/Pekin CCC:				
Total revenues *	$ 164,045	$ 315,593	$ 1,220,642	25.9%
Pekin Public Library:				
Total revenues	$ 25,529	$ 56,992	$ 1,176,155	4.8%
Police Pension Fund:				
Total revenues	$ 22,302	$ 68,152	$ 1,861,257	3.7%
Fire Pension Fund:				
Total revenues	$ 20,245	$ 62,508	$ 2,325,548	2.7%

* City of Pekin's contribution toward TPCCC paid from Fire and Police departments	$ 151,837	$ 151,837	$ 608,180	25.0%

CITY OF PEKIN
EXPENDITURE REPORT
FOR THE THREE MONTH PERIOD (25%) ENDED JULY 31, 2006

	Actual Current Month	Actual Year to Date	Annual Budget	Percent to Budget
General Fund:				
Administrative	$ 21,375	$ 59,051	$ 294,383	20.1%
Planning and Development	52,087	59,029	151,598	38.9%
Legal	21,395	62,387	377,000	16.5%
City Clerk	6,215	19,093	102,488	18.6%
Personnel	11,116	32,509	129,008	25.2%
Finance	10,553	47,378	226,199	20.9%
Public Works	10,323	30,455	223,586	13.6%
Visitors Bureau	559	14,565	127,359	11.4%
Information Technology	17,762	44,375	253,005	17.5%
Treasurer	4,428	11,535	42,789	27.0%
Streets	62,850	189,484	1,361,615	13.9%
Storm Sewer	14,874	42,432	440,400	9.6%
Fire	303,462	609,736	5,461,208	11.2%
Band	-	-	19,778	0.0%
Public Land & Buildings	56,278	164,042	810,573	20.2%
Police	470,760	1,276,440	6,170,254	20.7%
Zoning & Inspection	41,346	92,292	376,883	24.5%
Interfund transfers	-	-	77,500	0.0%
Debt Service	-	153,365	463,529	33.1%
Other	17,593	25,281	582,156	4.3%
Total Expenditures	$1,122,976	$2,933,449	$17,691,311	16.6%
Solid Waste Fund:				
Garbage	$ 63,890	$ 250,401	$ 932,940	26.8%
Yard Waste	16,593	69,663	300,075	23.2%
Recycling	16,510	65,215	374,238	17.4%
Total Expenditures	$ 96,993	$ 385,279	$ 1,607,253	24.0%
Sewerage Fund:				
Utility Billings	$ 15,274	$ 40,016	$ 219,569	18.2%
Sewer Operations	24,186	84,958	1,035,402	8.2%
Sewage Treatment Plant	54,553	182,764	1,497,155	12.2%
Total Expenditures	$ 94,013	$ 307,738	$ 2,752,126	11.2%
Motor Fuel Tax Fund:				
Total Expenditures	$ 137,659	$ 243,477	$ 1,432,000	17.0%

CITY OF PEKIN
EXPENDITURE REPORT
FOR THE THREE MONTH PERIOD (25%) ENDED JULY 31, 2006

	Actual Current Month	Actual Year to Date	Annual Budget	Percent to Budget
HUD Metro Development Fund:				
Administrative	$ 40,861	$ 54,248	$ 259,767	20.9%
Code Enforcement	1,733	4,817	26,172	18.4%
Rehabilitation	12,407	29,191	184,860	15.8%
Home Department	5,136	48,194	220,000	21.9%
Total Expenditures	$ 60,137	$ 136,450	$ 690,799	19.8%
TIF Central Business District Fund:				
Debt Service	$ -	$ 231,891	$ 438,992	52.8%
Other	1,000	8,050	372,600	2.2%
Total Expenditures	$ 1,000	$ 239,941	$ 811,592	29.6%
Capital Projects Fund:				
Total Expenditures	$ 51,898	$ 76,289	$ 1,010,082	7.6%
Municipal Bus Fund:				
Total Expenditures	$ 73,212	$ 111,738	$ 254,057	44.0%
School Bus Fund:				
Total Expenditures	$ 37,445	$ 252,274	$ 1,086,763	23.2%
Airport Fund:				
Total Expenditures	$ 3,180	$ 6,330	$ 114,699	5.5%
Economic Development Fund:				
Total Expenditures	$ -	$ -	$ 158,000	0.0%
Employees Benefit Fund:				
Premiums Paid	$ 30,593	$ 74,882	$ 656,822	11.4%
Claims Paid	216,417	606,445	2,779,537	21.8%
Other	5,243	21,630	93,449	23.1%
Total Expenditures	$ 252,253	$ 702,957	$ 3,529,808	19.9%
Vehicle Maintenance Fund:				
Total Expenditures	$ 58,590	$ 226,194	$ 1,276,372	17.7%
Grand Total	$ 1,989,356	$ 5,622,116	$ 32,414,862	17.3%

CITY OF PEKIN
EXPENDITURE REPORT
FOR THE THREE MONTH PERIOD (25%) ENDED JULY 31, 2006

(MEMO ONLY)	Actual Current Month	Actual Year to Date	Annual Budget	Percent to Budget
OTHER FUNDS/ENTITIES:				
Tazewell/Pekin CCC				
Total expenditures	$ 100,581	$ 248,994	$ 1,226,106	20.3%
Pekin Public Library				
Total expenditures	$ 84,696	$ 233,615	$ 1,176,155	19.9%
Police Pension Fund				
Total expenditures	$ 118,441	$ 384,535	$ 1,546,718	24.9%
Fire Pension Fund				
Total expenditures	$ 155,041	$ 459,575	$ 1,827,264	25.2%

reto attached has been
es:

2006

be signed in its name on its

tar, Inc.

Little

Legal Notice

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois, will conduct a public hearing on August 28, 2006 at 5:30 P.M. in the City Hall Council Chambers 111 S. Capital, Pekin, Illinois, for the purpose of discussing the sale of the following described real estate:

That portion of the abandoned GM & O Railroad between Sheridan Road and Illinois Route 98 more particularly described as:

150 feet of even width of Part of the West Half of the Southwest Quarter of Section 24, and Part of the West Half of the Northwest Quarter of Section 25, both Township 25 North, Range 5 West, City of Pekin, Tazewell County, containing 7.24 acres more or less

Pin # 04-04-24-300-011, [redacted] and 04-04-24-300-014

Copies of the proposal to sell said real estate will be submitted and will be on file in the Office of the City Clerk. 100

The City reserves the right to accept, modify or reject said proposal.

All persons having an interest therein may appear to be heard or may file comments concerning the proposed sale of this property in the Office of the City Clerk.

DATED at Pekin, Illinois, August 11, 2006.

SUE E. MCMILLAN
City Clerk

ORDINANCE NO. 2488-06/07

AN ORDINANCE ACCEPTING AN OFFER TO PURCHASE AND AUTHORIZING THE , SALE, AND TRANSFER OF MUNICIPALLY OWNED REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

WHEREAS, the City of Pekin owns the following described property (the "Property"):

> 150 feet of even width of Part of the West Half of the Southwest Quarter of Section 24, and Part of the West Half of the Northwest Quarter of Section 25, both Township 25 North, Range 5 West, City of Pekin, TAzewell County, containing 7.24 acres more or less.
>
> PIN: 04-04-24-300-011; 04-04-24-300-010; and 04-04-24-100-014

AND WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is unoccupied and not needed for or used for governmental purposes or proprietary activity and therefore, the said real estate is not required for the use of, or profitable to the municipality; and

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the questions of the sale of said real estate and was advertised in the Pekin Daily Times, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on AUGUST 12, 2006; and

WHEREAS, STEVEN STANRIDGE has presented a proposal to purchase the Property, a copy of which said Offer to Purchase is attached hereto as Exhibit "A" and made a part thereof by reference thereto; and

WHEREAS, after said public hearing on AUGUST 28, 2006, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin vacate the Property and enter into the Offer to Purchase with STEVEN STANRIDGE on the terms and conditions as set forth in Exhibit "A" attached hereto.

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

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

SECTION II. That the Offer to Purchase submitted by STEVEN STANRIDGE, attached hereto as Exhibit "A" and by this reference incorporated herein, for the following described real estate:

> 150 feet of even width of Part of the West Half of the Southwest Quarter of Section 24, and Part of the West Half of the Northwest Quarter of Section 25, both Township 25 North, Range 5 West, City of Pekin, TAzewell County, containing 7.24 acres more or less.
>
> PIN: <u>04-04-24-300-011; 04-04-24-300-010; and 04-04-24-300-014</u>

is hereby accepted by the City of Pekin, and said real estate is hereby vacated and shall be transferred to STEVEN STANRIDGE in accordance with the terms of the Offer to Purchase.

SECTION III. In accordance with the terms of said Offer to Purchase, the Mayor of the City of Pekin, for and on behalf of the City of Pekin, is hereby authorized and directed to convey and transfer the aforesaid real estate to STEVEN STANRIDGE by a proper Municipal Deed, and the City Clerk is hereby authorized to acknowledge and attest such Municipal Deed and to affix thereto the seal of the City of Pekin for and on behalf of the City of Pekin.

SECTION IV. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents as may be necessary to consummate the transaction contemplated herein and in said Offer to Purchase.

SECTION V. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION VI. That this Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES: ________

NAYS: ________

ABSENT: ________

ABSTAINING: ________

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the ______ day of ____________________, 2006.

____
MAYOR

APPROVED this ______ day of ________________, 2006.

____
MAYOR

ATTEST:

____
CITY CLERK

AGREEMENT TO PURCHASE

THIS AGREEMENT TO PURCHASE is entered into between CITY OF PEKIN, an Illinois Municipal Corporation (the "Seller") and STEVEN STANRIDGE (the "Buyer").

I. Mutual Covenants.

Seller agrees to sell and Buyer agrees to purchase the following described real estate, together with all improvements and appurtenances thereon, upon the terms set forth in this Agreement (the "Property")

150 feet of even width of Part of the West Half of the Southwest Quarter of Section 24, and Part of the West Half of the Northwest Quarter of Section 25, both Township 25 North, Range 5 West, City of Pekin, TAzewell County, containing 7.24 acres more or less.

PIN: <u>04-04-24-300-011; 04-04-24-300-010; and 04-04-24-300-014</u>

II. Purchase Price and Demolition.

Buyer shall pay the Seller the total sum of Three Thousand ($3,000.00) Dollars. The Buyer has paid the sum of $___________ as earnest money, and the balance of the purchase price shall be paid by the Buyer to the Seller at closing by cashier's check or other form of payment acceptable to Seller.

III. Possession and Closing.

Seller shall deliver possession of the Property to Buyer concurrently with the closing of this transaction. Closing shall take place on or before September 14, 2006. Time and place of the closing to be agreed upon by the parties.

IV. Approval of Purchase.

The purchase of the Property is subject to approval by the City Council of the City of Pekin.

V. Deed of Conveyance.

Seller shall execute a recordable Municipal Quit Claim Deed sufficient to convey the Property to Buyer.

VI. Personal Property.

No items of personal property are included in this sale.

VII. Condition of Property.

Buyer acknowledges that it has inspected the Property and that it is acquainted with the condition thereof and accepts the Property as of the time the Buyer executed this Agreement in "AS IS" condition.

VIII. Warranties; Environmental Matters.

The Seller expressly warrants that Seller has received no notices from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the Property.

To the best of Seller's knowledge, there are no underground storage tanks on said Property nor is the Property subject to the reporting requirements of Section 312 of the Emergency Planning and Community Right-to-Know Act; and Seller is, therefore, not required to make disclosure nor is this transaction subject to the Illinois Responsible Property Transfer Act.

IX. Real Estate Taxes and Special Assessments.

Seller shall pay the general real estate taxes for the year 2005, payable in 2006, and the general real estate taxes for the year 2005, payable in 2006, prorated to date of possession. The balance of the real estate taxes for the year 2005, payable in 2006, will be assumed by Buyer. Taxes for all subsequent years shall be paid by Buyer. Any special assessments levied or pending at closing shall be paid by the Seller. Any subsequent special assessments shall be paid by Buyer.

X. Evidence of Title.

Not applicable.

XI. Default; Attorney Fees.

If Buyer fails to perform any obligation imposed by the Agreement, Seller may serve written notice of default upon Buyer; and if such default is not corrected within ten (10) days thereafter, this Agreement shall terminate and the parties shall have no further rights or obligations under this Agreement. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Seller, and the Seller shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

In the event of a failure of Seller to perform the obligations imposed by this Agreement, Buyer may terminate this Agreement upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Buyer, and the Buyer shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

If either party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

XII. Reimbursement for Costs

None.

XIII. Notices.

Any notice required under the Agreement to be served upon Seller or Buyer shall be effective when actually received or when mailed by certified mail to such party.

XIV. Entirety of Agreement.

This Agreement contains the entire agreement between the parties.

XV. Time of the Essence.

The time for performance of the obligations of the parties is of the essence of this Agreement.

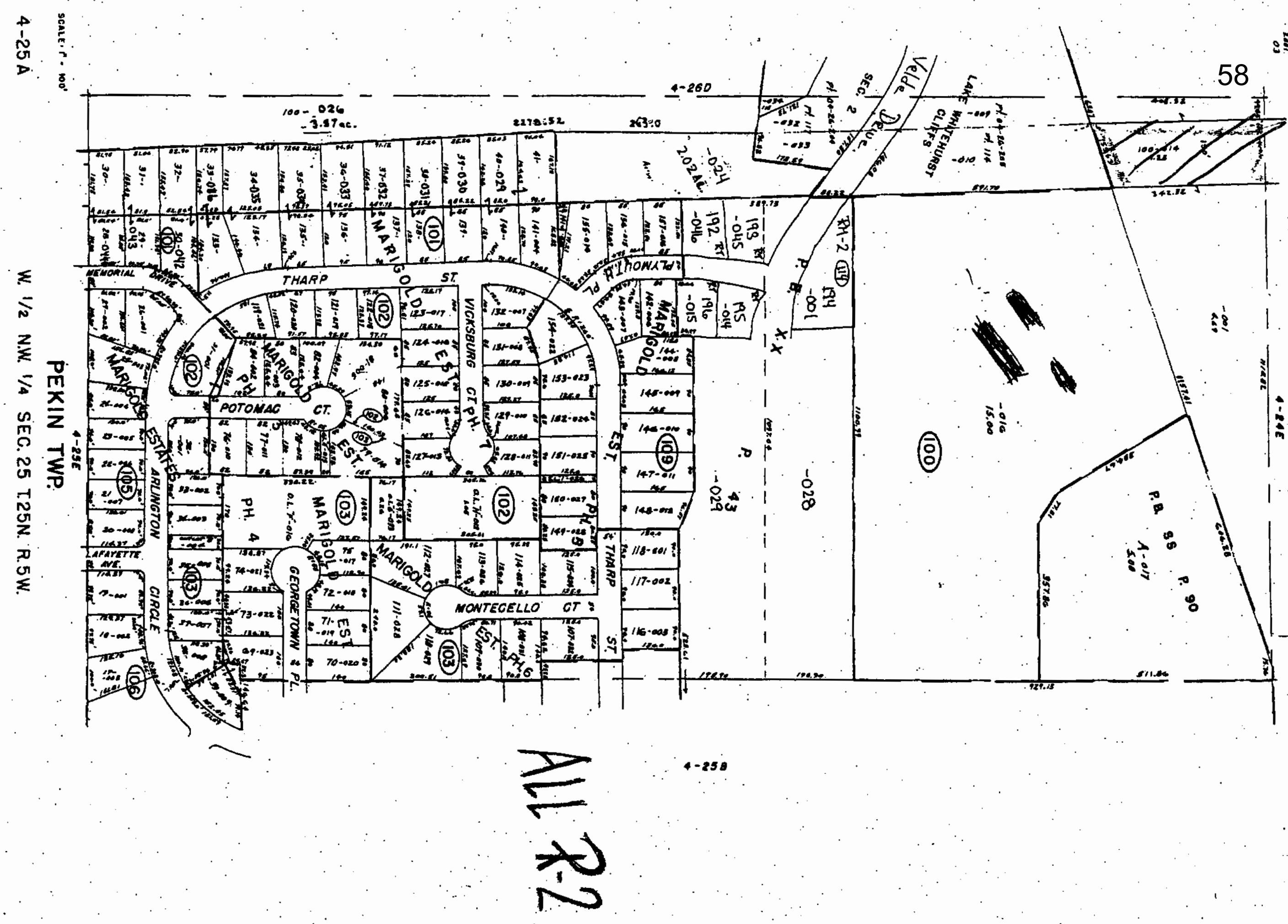
SELLER:	**BUYER:**
CITY OF PEKIN,	
By____________________	____________________
Its Mayor	STEVEN STANRIDGE
ATTEST:	
____________________	
Its City Clerk	

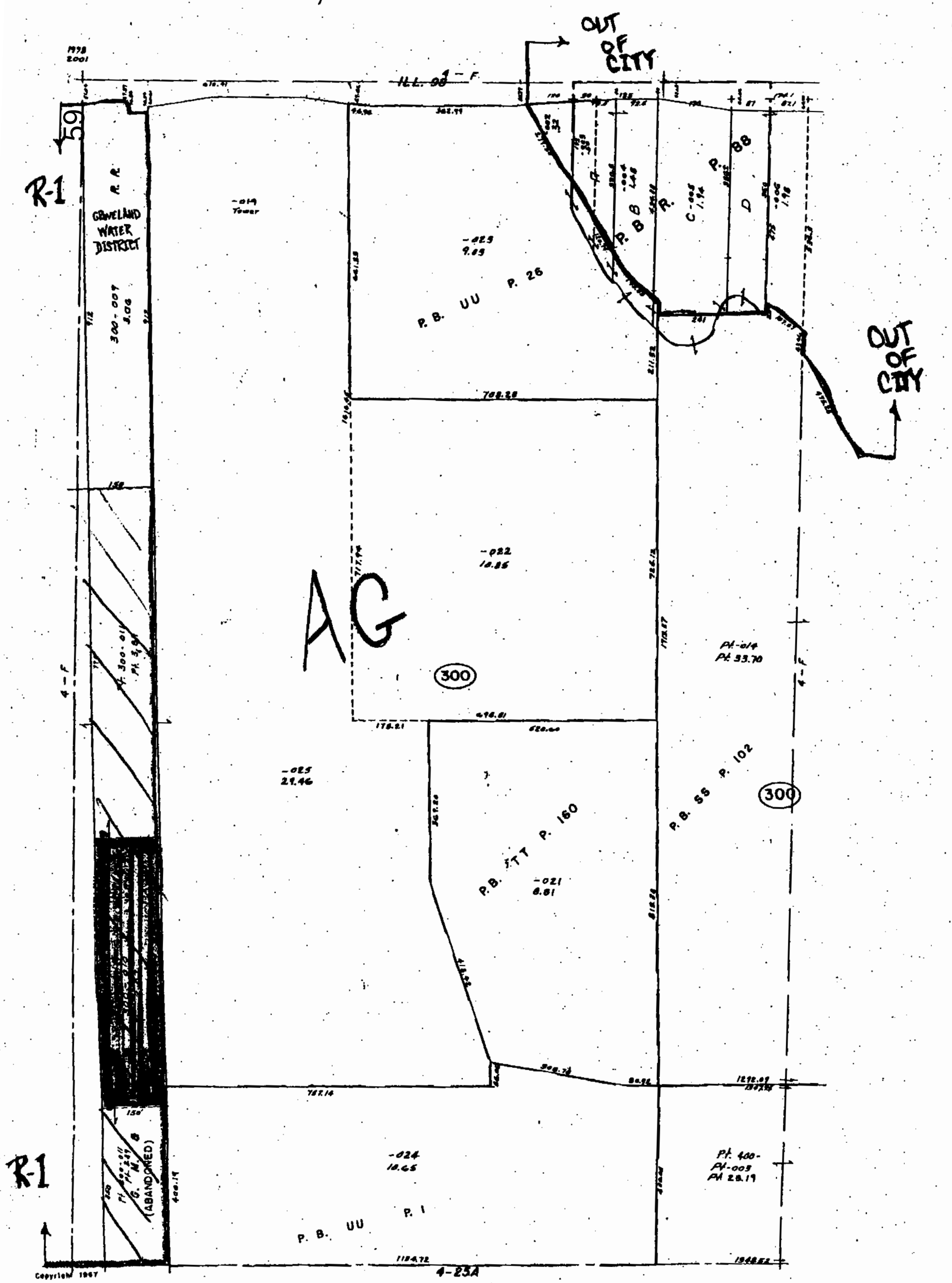
EXHIBIT "A"

Legal Description

150 feet of even width of Part of the West Half of the Southwest Quarter of Section 24, and Part of the West Half of the Northwest Quarter of Section 25, both Township 25 North, Range 5 West, City of Pekin, TAzewell County, containing 7.24 acres more or less.

PIN: 04-04-24-300-011; 04-04-24-300-010; and 04-04-24-300-014


4-25A
PEKIN TWP.
W. 1/2 N.W. 1/4 SEC. 25 T25N. R.5W.
4-26D
4-25B
4-24E
4-25E
THARP ST.
MARIGOLD EST.
VICKSBURG CT
POTOMAC CT.
MONTECELLO CT
GEORGETOWN PL.
ARLINGTON CIRCLE
LAFAYETTE AVE.
MEMORIAL DRIVE
PLYMOUTH PL
LAKE WHITEHURST CLIFFS
Velde Drive
ALL R-2



PEKIN TWP.

4-24 E

W. 1/2 S.W. 1/4 SEC. 24 T.25N. R.5W.

PEORIA MONUMENT CO.

3701-A N. Sheridan Road Peoria, Illinois 61614
Phone 309-682-9858 Fax 309-682-2484
Website www.peoriamonument.com
Corner of Sheridan & War Memorial

July 7, 2006

To Ron Sieh,

The next page is the site plan for 431 Henrietta.

We have leased the site from Joe Shellenberg, contingent upon the approval of the designated area for a small outdoor display of monuments.

The monument display would be only on the east side of the building and extend only 7' from the building.

There is ample space for parking on the North, West and South sides of the building.

Please let us know as soon as possible so we can move forward with our plans. The check for $ 85 is attached.

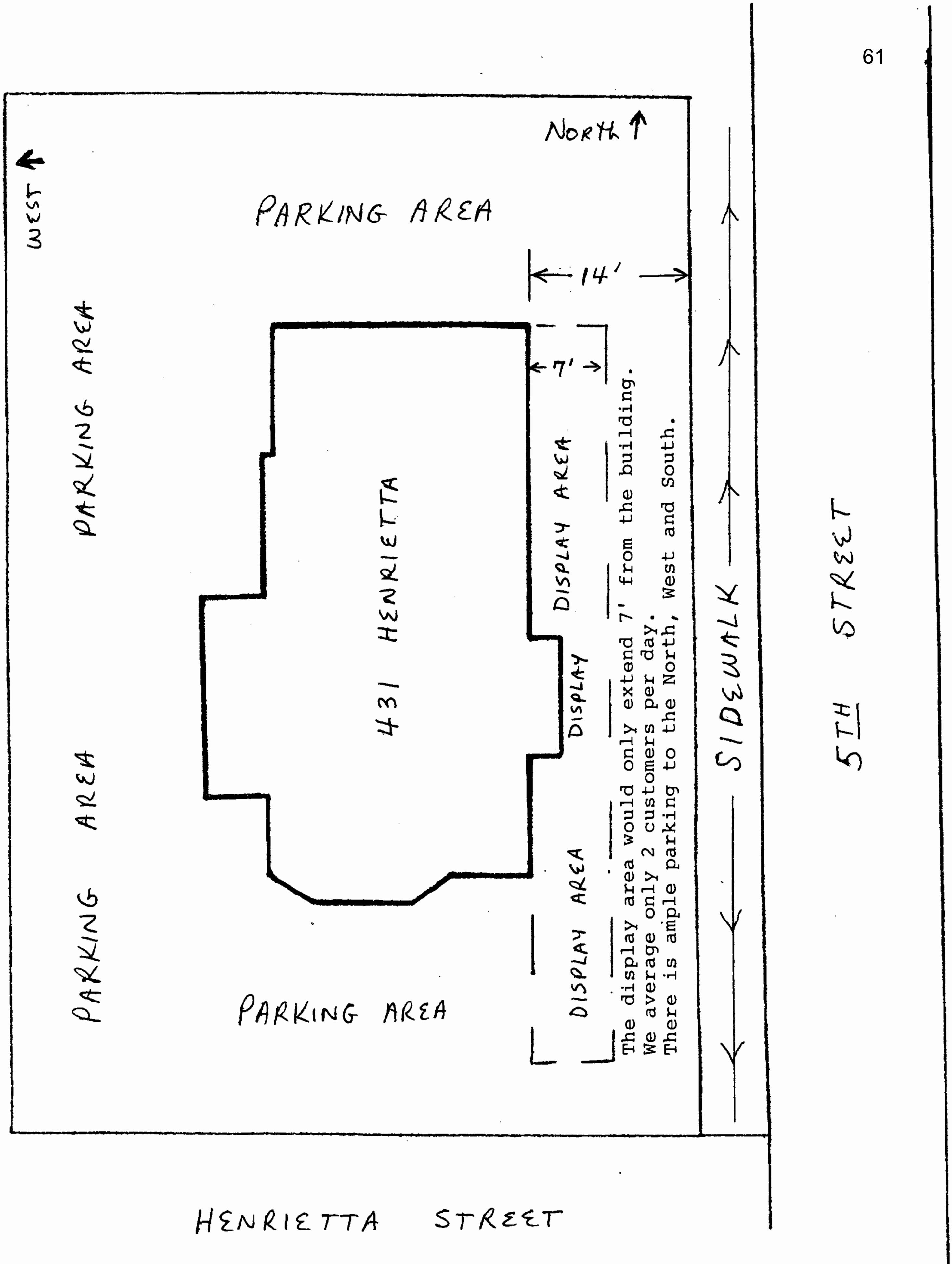
We thank you for your assistance.

Respectfully,

Bill Steubinger

Bill Steubinger
Peoria Monument Co.
McAvoy Monument Co.

"Builders of Quality Memorials"


North
WEST
PARKING AREA
PARKING AREA
PARKING AREA
PARKING AREA
14'
7'
431 HENRIETTA
DISPLAY AREA
DISPLAY
DISPLAY AREA
The display area would only extend 7' from the building.
We average only 2 customers per day.
There is ample parking to the North, West and South.
SIDEWALK
5TH STREET
HENRIETTA STREET

City of Pekin
Public Works

Memo

To: Commissioners

From: Joseph W. Wuellner, Public Works Director

CC: Denny Kief & Sue McMillan

Date: August 21, 2006

Re: Engineering Agreement for Broadway – Parkway Intersection

---

There have been some significant changes required in the design of this project due to conflicts with existing businesses and utilities. We are just about ready to get the right of way plats and start acquiring the property and easements needed to construct this next year. As you know, this project is being built with a combination of both PPUATS ($350,000) and IDOT Hazard Elimination Safety ($342,500) funds at different ratios. The estimate for this project in 2004 was about $1,000,000.

The additional cost from Maurer-Stutz to perform the additional services and complete the design process is $40,000. We are presently looking to have this job ready to bid by early next year depending on right of way acquisition.

In conjunction with this approval, there is a resolution to assign Motor Fuel Tax (MFT) funds to cover this cost that requires your approval.

This project is being built to improve traffic flow through this intersection which has been the second highest accident location. With the project to widen Broadway from Veterans Drive into town the following year, this improvement is necessary to facilitate the increase in vehicles that will utilize this intersection.

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

Thanks,

Joe

Municipality	L O C A L A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
City of Pekin		**Preliminary Engineering Services Agreement For Motor Fuel Tax Funds**		Maurer-Stutz, Inc.
Township: Pekin				Address: 7615 N. Harker Drive
County: Tazewell				City: Peoria
Section: 00-00164-00-SP				State: IL

THIS AGREEMENT is made and entered into this _______ day of __________, 2006 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Intersection Improvement for Broadway & Parkway

Route FAU 6761 Length 0.75 Mi. __________ FT (Structure No. __________)

Termini Approximately 1000 feet in each direction from the center of the intersection

Description:
Redesign intersection to match currently available construction dollars. Prepare new construction drawings, specifications, coordinate utility relocation, provide right of way plats, and estimates.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:

   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles an analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

   e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.

   f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

   g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

   h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☒ A sum of money equal to ____*____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. * Cost Plus with a maximum payable of $40,000 in accordance with Item 2.

   b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under $50,000	________ (see note)
	________ %
	________ %
	________ %
	________ %
	________ %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 185 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

   "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

   By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 185 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 185 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Pekin ________ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By ________

________ Clerk

By ________

(Seal)

Title ________

Executed by the ENGINEER:

Maurer-Stutz, Inc.

7615 N. Harker Drive

Peoria, IL 61615

ATTEST:

By ________

Title ________

By ________

Title ________

Authorized MFT Expenditure

____
Date

Department of Transportation

____
Regional Engineer

Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the City Council of the
Council or President and Board of Trustees

City of Pekin Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Intersection of Broadway	FAU 6761		
and Parkway			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Intersection safety improvements to improve traffic flow.

and shall be constructed ______ wide

and be designated as Section 00-00164-00-SP

2. That there is hereby appropriated the (additional ☒ Yes ☐ No) sum of Forty Thousand dollars Dollars ($40,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract with Maurer-Stutz, Inc. ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Authorized MFT Expenditure

____
Date

Department of Transportation

____
Regional Engineer

I, Sue McMillan Clerk in and for the

City of Pekin
City, Town or Village

County of Tazewell , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted

by the City Council
Council or President and Board of Trustees

at a meeting on August 28, 2006
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

28th day of August, 2006

(SEAL)

____
City, Town, or Village Clerk

BLR 09111 (Rev. 7/05)

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into on or as of the ______day of ______, 2006, by and between **PEKIN PUBLIC SCHOOLS DISTRICT 108** ("District 108") 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 District 108 to enter into intergovernmental contracts in order to jointly exercise, combine, transfer or enjoy any power, privilege, function or authority which they may possess.

B. Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes the City and District 108 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. At Section 4(b) the TIF Act authorizes the City to make and enter into all contracts with District 108 which are necessary or incidental to the implementation and furtherance of a redevelopment plan and project adopted under authority of the TIF Act.

E. 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 lie within the municipality through unrestricted block grants for school purposes carried out within the municipality.

F. One or more of the aforementioned constitutional or statutory provisions authorizes the City and District 108 to enter into this Agreement.

G. TIF District I was created in 1986 and is currently scheduled to expire in 2009.

H. The boundaries of TIF District I as originally designated in 1986 did not include various grain elevators and other property located near or along the Illinois River.

I. Within the last several years, some of the grain elevators located along the Illinois River have ceased to operate and have become vacant.

J. Based on the presence of blighting factors as defined in the TIF Act on the property occupied by the grain elevators and on certain other properties lying near the Illinois River, the City expanded TIF District I to include various riverfront properties and several adjacent City blocks.

K. In order to eliminate the blighting conditions which exist within that portion of TIF District I lying near or adjacent to the Illinois River, the City has prepared a riverfront master plan designed to revitalize and redevelop property along and near the Illinois River.

L. The City plans to use incremental property tax revenue generated within TIF District I to partially fund the contemplated improvements to the riverfront and adjoining property.

M. Incremental property tax revenue which will be generated within TIF District I through its scheduled expiration in 2009 will be inadequate to fund the contemplated improvements.

N. In order to provide a means a funding the anticipated improvements to the riverfront and adjoining parcels, the City supported HB4263 which was introduced in the Illinois General Assembly for the purpose of extending the expiration date of TIF District I for an additional period of twelve (12) years.

O. The City sought the support of District 108 for the approval of HB4263.

P. HB4263 was approved in part as a result of the support of District 108 and became PA93-0747.

Q. District 108 not only currently suffers from inadequate sources of funding, but also expects to suffer from inadequate sources of funding for the foreseeable future.

R. District 108 agreed to support passage of HB4263 provided that the City agreed to reimburse District 108 for any revenue lost by District 108 as a result of the extension of TIF District I during the period beginning in 2010 end ending with the expiration or termination of TIF District I.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, District 108 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 context clearly indicates that a different meaning is intended:

1.1 "Agreement" or "this Agreement" means this intergovernmental agreement.

1.2 "City" means the City of Pekin, an Illinois municipal corporation located in Tazewell County, Illinois.

1.3 "District 108" means Pekin Public School District No. 108, an elementary school district serving children from preschool through eighth grade located in Tazewell County, Illinois.

1.4 "District 108 Tax Rate" means for any given year during the term of this Agreement the total tax rate for District 108 as determined by the Tazewell County Clerk after extension of all taxes levied by District 108 for that year.

1.5 "General State Aid" means money paid to District 108 by the State of Illinois under authority of 105 ILCS 5/18-8.05 or any successor legislation intended to serve as a basis for the distribution of unrestricted grants from the State of Illinois to public school districts. For purposes of this Agreement, General State Aid does not include any special or categorical grants or other funding of any nature whatsoever including, without limitation, grants designed to assist low income students, reading recovery grants, construction grants, payments of state income tax or payment of personal property replacement tax.

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

1.7 "Initial Equalized Assessed Value" means for a given parcel located within TIF District I the initial equalized assessed value of that parcel as determined and certified by the Tazewell County Clerk in the manner prescribed by the TIF Act at Section 11-74.4-9.

1.8 "Local Government Distributive Fund" means the fund created at Section 1 of the State Revenue Sharing Act found at 30 ILCS 115/1, et. seq.

1.9 "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.

1.10 "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.

1.11 "TIF District I" means a redevelopment project area designated under authority of the TIF Act by the City in 1986 which encompasses an area consisting primarily of the old central business district of the City and other nearby parcels which was subsequently enlarged to include parcels lying along and near the Illinois River.

1.12 "Total Incremental Assessed Value" means for a given year the sum of the positive Incremental Assessed Values of each parcel located within TIF District I.

1.13 "Total Incremental Tax Revenue" means for a given year the amount derived by multiplying the District 108 Tax Rate by the Total Incremental Assessed Value.

ARTICLE II

OBLIGATIONS OF THE PARTIES

2.1 **REIMBURSEMENT OF DISTRICT 108.** With respect to real estate taxes for the year 2009, payable in the year 2010, and for each year thereafter until TIF District I expires or is terminated by the City, the City shall pay to District 108 from funds received by the City through the Local Government Distributive Fund an amount equal to the Total Incremental Tax Revenue. However, if as a result of the application of the formula for the calculation of General State Aid, District 108 receives additional General State Aid which it would not have received but for the existence of TIF District I, then the City shall receive a credit against the amount payable by the City to District 108 under the terms of this paragraph in an amount equal to such additional revenue. The obligation of the City to pay the amount due under this Agreement is a general obligation of the City for which the City pledges its full faith and credit.

2.2 **SCHEDULE FOR PAYMENT.** Amounts due the School District under the terms of this Agreement shall be calculated and paid each year or within sixty (60) days after the due date of the final installment of property taxes payable as prescribed by the Property Tax Code. District 108 shall initially calculate the amount due under the terms of this Agreement by utilizing whatever data or information it deems necessary to make an accurate calculation. The amount calculated by District 108 shall be submitted to the City at least thirty (30) days before the due date of each payment. Failure by District 108 to timely submit the calculation shall not relieve the City of the obligation to make payments prescribed by this Agreement, but shall delay the obligation to make such payment until thirty (30) days after the submission of the calculation by District 108.

2.3 **RESOLUTION OF DISAGREEMENTS OVER AMOUNT DUE.** In the event that the City concludes that District 108 has incorrectly calculated the amount due under the terms of this Agreement, then the City shall within twenty-one (21) days after receipt of the amount calculated by the City notify District 108 in writing that it disagrees with the calculation made by District 108 and shall explain in writing the basis for that disagreement. Failure by the City to object in writing to the amount calculated by District 108 within twenty-one (21) days after receipt by the City of the calculation made by District 108 shall conclusively establish the amount calculated by District 108 as the amount due under the terms of this Agreement for that year. In the event that the City notifies District 108 of its disagreement within twenty-one (21) days as prescribed by this paragraph, then the parties shall meet and attempt to negotiate an agreed upon payment; provided, however, that any effort to negotiate an agreed upon payment shall not delay the payment of any portion of the amount due which is not disputed by the City. In the event that the parties are unable to resolve their differences, they may resort to any remedy available at law.

2.4 **SUPPORT FOR HB4263.** The City acknowledges that District 108 agreed to support the passage of HB4263 by both houses of the General Assembly and the approval of HB4263 by the Governor. Such support included but was not limited to letters of support to members of the General Assembly.

2.5 **REIMBURSEMENT OF COSTS INCURRED BY DISTRICT 108.** The City shall reimburse District 108 for costs incurred by District 108 in connection with the negotiation, preparation and approval of this Agreement in an amount not to exceed $2,500.

ARTICLE III

GENERAL PROVISIONS

3.1 **Breach and Opportunity to Cure.** Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within fifteen (15) 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 costs to the prevailing party, whether such fees are incurred for purposes of negotiation, trial or appellate practice. A party will be deemed to have prevailed if it obtains a judgment or settlement which substantially provides the relief sought by such 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 an ordinance or resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

3.4 **No Other Agreements**. Except as otherwise expressly provided herein, this Agreement supercedes 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 **Paragraph 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 of 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, covenants, or portion of this Agreement are declared to be severable).

3.9 **Applicable Law**. This Agreement shall be construed in accordance with the laws and decisions 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:	Pat Oberle City Attorney City of Pekin Elliff, Keyser, Oberle & Dancey, P.C. 109 S. 4th Pekin, IL 61554

to District 108

Don White, Superintendent
Pekin Public School District 108
501 Washington Street
Pekin, IL 61554:

with a copy to:

Michael J. Tibbs
Miller, Hall & Triggs
416 Main Street, Suite 1125
Peoria, IL 61602

or to such replacement parties as may from time to time be identified by written notice.

CITY OF PEKIN

By______________________________

Its Mayor

DISTRICT 108

By______________________________

Its Superintendent

ATTEST:

____

Its City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of ___________, 2006, by and between **PEKIN COMMUNITY HIGH SCHOOL DISTRICT 303** ("District 303") 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 District 303 to enter into intergovernmental contracts in order to jointly exercise, combine, transfer or enjoy any power, privilege, function or authority which they may possess.

B. Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes the City and District 303 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. At Section 4(b) the TIF Act authorizes the City to make and enter into all contracts with District 303 which are necessary or incidental to the implementation and furtherance of a redevelopment plan and project adopted under authority of the TIF Act.

E. 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 lie within the municipality through unrestricted block grants for school purposes carried out within the municipality.

F. One or more of the aforementioned constitutional or statutory provisions authorizes the City and District 303 to enter into this Agreement.

G. TIF District I was created in 1986 and is currently scheduled to expire in 2009.

H. The boundaries of TIF District I as originally designated in 1986 did not include various grain elevators and other property located near or along the Illinois River.

I. Within the last several years, some of the grain elevators located along the Illinois River have ceased to operate and have become vacant.

J. Based on the presence of blighting factors as defined in the TIF Act on the property occupied by the grain elevators and on certain other properties lying near the Illinois River, the City expanded TIF District I to include various riverfront properties and several adjacent City blocks.

K. In order to eliminate the blighting conditions which exist within that portion of TIF District I lying near or adjacent to the Illinois River, the City has prepared a riverfront master plan designed to revitalize and redevelop property along and near the Illinois River.

L. The City plans to usě incremental property tax revenue generated within TIF District I to partially fund the contemplated improvements to the riverfront and adjoining property.

M. Incremental property tax revenue which will be generated within TIF District I through its scheduled expiration in 2009 will be inadequate to fund the contemplated improvements.

N. In order to provide a means of funding the anticipated improvements to the riverfront and adjoining parcels, the City and District 303 supported HB4263 which was introduced in the Illinois General Assembly for the purpose of extending the expiration date of TIF District I for an additional period of twelve (12) years.

O. The City sought the support of District 303 for the approval of HB4263.

P. HB4263 would not have been approved but for the support of District 303.

Q. District 303 not only currently suffers from inadequate sources of funding, but also expects to suffer from inadequate sources of funding for the foreseeable future.

R. District 303 supported passage of HB4263 on the condition that the City would reimburse District 303 for any revenue lost by District 303 as a result of the extension of TIF District I during the period beginning in 2010 end ending with the expiration or termination of TIF District I.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, District 303 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 context clearly indicates that a different meaning is intended:

1.1 "Agreement" or "this Agreement" means this intergovernmental agreement.

1.2 "City" means the City of Pekin, an Illinois municipal corporation located in Tazewell County, Illinois.

1.3 "District 303" means Pekin Community High School District No. 303, a high school district serving students located in Tazewell County, Illinois.

1.4 "District 303 Tax Rate" means for any given year during the term of this Agreement the total tax rate for District 303 as determined by the Tazewell County Clerk after extension of all taxes levied by District 303 for that year.

1.5 "General State Aid" means money paid to District 303 by the State of Illinois under authority of 105 ILCS 5/18-8.05 or any successor legislation intended to serve as a basis for the distribution of unrestricted grants from the State of Illinois to public school districts. For purposes of this Agreement, General State Aid does not include any special or categorical grants or other funding of any nature whatsoever including, without limitation, grants designed to assist low income students, reading recovery grants, construction grants, payments of state income tax or payment of personal property replacement tax.

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

1.7 "Initial Equalized Assessed Value" means for a given parcel located within TIF District I the initial equalized assessed value of that parcel as determined and certified by the Tazewell County Clerk in the manner prescribed by the TIF Act at Section 11-74.4-9.

1.8 "Local Government Distributive Fund" means the fund created at Section 1 of the State Revenue Sharing Act found at 30 ILCS 115/1, et. seq

1.9 "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.

1.10 "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.

1.11 "TIF District I" means a redevelopment project area designated under authority of the TIF Act by the City in 1986 which encompasses an area consisting primarily of the old central business district of the City and other nearby parcels which was subsequently enlarged to include parcels lying along and near the Illinois River.

1.12 "Total Incremental Assessed Value" means for a given year the sum of the positive Incremental Assessed Values of each parcel located within TIF District I.

1.13 "Total Incremental Tax Revenue" means for a given year the amount derived by multiplying the District 303 Tax Rate by the Total Incremental Assessed Value.

ARTICLE II

OBLIGATIONS OF THE PARTIES

2.1 **REIMBURSEMENT OF DISTRICT 303.** With respect to real estate taxes for the year 2009, payable in the year 2010, and for each year thereafter until TIF District I expires or is terminated by the City, the City shall pay to District 303 from funds received by the City through the Local Government Distributive Fund an amount equal to the Total Incremental Tax Revenue. However, if as a result of the application of the formula for the calculation of General State Aid, District 303 receives additional General State Aid which it would not have received but for the existence of TIF District I, then the City shall receive a credit against the amount payable by the City to District 303 under the terms of this paragraph in an amount equal to such additional revenue. To the extent that District 303 incurs vocational or other expenses which qualify as "Redevelopment Project Costs" within the meaning of Section 11-74.4-3(q) of the TIF Act, the City, may in its discretion, pay amounts due District 303 under this agreement from the Special Tax Allocation Fund for TIF District I. District 303 shall reasonably cooperate with the City to identify any Redevelopment Project Costs incurred by District 303. Furthermore, the City reserves the right to pay any amount due under this agreement from any other source of funds that the City deems to be lawfully available. The obligation of the City to pay the amount due

2.2 **SCHEDULE FOR PAYMENT.** Amounts due the School District under the terms of this Agreement shall be calculated and paid each year or within sixty (60) days after the due date of the final installment of property taxes payable as prescribed by the Property Tax Code. District 303 shall initially calculate the amount due under the terms of this Agreement by utilizing whatever data or information it deems necessary to make an accurate calculation. The amount calculated by District 303 shall be submitted to the City at least thirty (30) days before the due date of each payment. Failure by District 303 to timely submit the calculation shall not relieve the City of the obligation to make payments prescribed by this Agreement, but shall delay the obligation to make such payment until thirty (30) days after the submission of the calculation by District 303.

2.3 **RESOLUTION OF DISAGREEMENTS OVER AMOUNT DUE.** In the event that the City concludes that District 303 has incorrectly calculated the amount due under the terms of this Agreement, then the City shall within twenty-one (21) days after receipt of the amount calculated by the City notify District 303 in writing that it disagrees with the calculation made by District 303 and shall explain in writing the basis for that disagreement. Failure by the City to object in writing to the amount calculated by District 303 within twenty-one (21) days after receipt by the City of the calculation made by District 303 shall conclusively establish the amount calculated by District 303 as the amount due under the terms of this Agreement for that year. In the event that the City notifies District 303 of its disagreement within twenty-one (21) days as prescribed by this paragraph, then the parties shall meet and attempt to negotiate an agreed upon payment; provided, however, that any effort to negotiate an agreed upon payment shall not delay the payment of any portion of the amount due which is not disputed by the City. In the event that the parties are unable to resolve their differences, they may resort to any remedy available at law.

2.4 **SUPPORT FOR HB4263.** District 303 has supported the passage of HB4263 by both houses of the General Assembly and the approval of HB4263 by the Governor.

ARTICLE III

GENERAL PROVISIONS

3.1 **Breach and Opportunity to Cure.** Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within fifteen (15) 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 costs to the prevailing party, whether such fees are incurred for purposes of negotiation, trial or appellate practice. A party will be deemed to have prevailed if it obtains a judgment or settlement which substantially provides the relief sought by such 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 an ordinance or resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

3.4 **No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supercedes 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 **Paragraph 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 of 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, covenants, or portion of this Agreement are declared to be severable).

3.9 **Applicable Law.** This Agreement shall be construed in accordance with the laws and decisions 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:	Pat Oberle City Attorney City of Pekin Elliff, Keyser, Oberle & Dancey, P.C. 109 S. 4th Pekin, IL 61554
to District 303	Paula Davis, Superintendent Pekin Community High School District 303 320 Stadium Drive Pekin, IL 61554:
with a copy to:	Jay E. Greening Miller, Hall & Triggs 416 Main Street, Suite 1125 Peoria, IL 61602

or to such replacement parties as may from time to time be identified by written notice.

CITY OF PEKIN

By__________________________________
Its Mayor

PEKIN COMMUNITY HIGH SCHOOL DISTRICT 303

By__________________________________
Its Superintendent

ATTEST:

____
Its City Clerk