



City of Pekin

AGENDA

SPECIAL COUNCIL MEETING OF MONDAY, JULY 21, 2008
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. COMMUNICATIONS, PETITIONS, REPORTS

- 1. Public Hearing**
DESCRIPTION: hearing to discuss the lease and option to purchase municipally owned property at 225 Hanna Drive.

NO VOTE REQUIRED

VI. NEW BUSINESS

- 1. Ordinance No. 2560-08/09 – An Ordinance Authorizing the Lease of Municipally Owned Real Property Within the City of Pekin, Illinois – PIN # 10-10-10-100-034**
DESCRIPTION: Authorization to lease with option to purchase property located at 225 Hanna Drive to Illinois Central College

(DK)

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

VII. ADJOURNMENT

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

NO VOTE REQUIRED

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Rattliff, Publisher

Pekin, Illinois,

July 5th 20 08

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published _____ times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the _____ day of _____ 20 08 in the City of Pekin, Tazewell County, State of Illinois; that publication of said notice was made in said newspaper as follows:

the first on the _____ day of _____ 20 08;
the second on the _____ day of _____ 20 _____;
the third on the _____ day of _____ 20 _____;
the fourth on the _____ day of _____ 20 _____;

I further certify that the face of the type in which each publication of the said notice was made was the same as the body type used in the classified advertising in the issue of the said newspaper in which such publication was made.

I further certify that said newspaper is a newspaper as defined in 'An Act' to revise the law in relation to notices' as amended by Act approved July 17, 1959.-Ill. Revised Statutes, Chap. 100, Para. 1-10.

Gregg Rattliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$

77.⁰⁰

Posters, Slips \$

5.⁰⁰

Total

\$ 82.⁰⁰

By

Stephanie Dahl

107901 LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing at a special Meeting of the City Council on July 21, 2008 at 5:30 P.M. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of discussing the lease and option to purchase for the property at 225 Hanna Drive of the following described real estate:

Part of Block 3 of a resubdivision of RIVERWAY BUSINESS PARK of part of the West Half of Section 10, Township 24 North, Range 5 West of the 3^d P.M., in Tazewell County Illinois, as shown on plat recorded in Plat Book "00", page 143, described as follows:

Commencing at the Southeast corner of said Block 3, said point being on the North right-of-way line of Hanna Drive, thence North 89° 59' 17" West, 358.50 feet along said North right-of-way line to the Southeast corner of Lot B, said point being the Point of Beginning; thence continuing North 89° 59' 17" West, 541.49 feet to a point on a curve to the right having a radius of 15.00 feet and its center located North 00° 00' 43" East, from said point; thence North 00° 02' 18" East, 173.76 feet along said East right-of-way line a point on a curve to the left having a radius of 1090.00 feet and its center located North 89° 57' 42" West, from said point; thence Northwesterly along said curved East right-of-way, 124.50 feet; thence South 89° 59' 17" East, 563.60 feet; thence South 00° 02' 18" West, 313.00 feet to the point of beginning, containing 4.00 acres more or less, situated in Tazewell County, Illinois.

Part of PIN #10-10-10-100-034
A copy of the real estate lease will be submitted and will be on file in the Office of the City Clerk. The City reserves the right to accept, reject or modify said lease.

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

DATED at Pekin, Illinois, July 5, 2008

SUE MCMILLAN
CITY CLERK
107901

7/5

Lease 225 Hanna - ICC

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE LEASE OF MUNICIPALLY OWNED REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

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

Part of Block 3 of a resubdivision of RIVERWAY BUSINESS PARK of part of the West Half of Section 10, Township 24 North, Range 5 West of the 3rd P.M., in Tazewell County, Illinois, as shown on plat recorded in Plat Book "00", page 143, described as follows:

Commencing at the Southeast corner of said Block 3, said point being on the North right-of-way line of Hanna Drive, thence North 89° 59' 17" West, 358.50 feet along said North right-of-way line to the Southeast corner of Lot B, said point being the Point of Beginning; thence continuing North 89° 59' 17" West, 541.49 feet to a point on a curve to the right having a radius of 15.00 feet and its center located North 00° 00' 43" East, from said point; thence Northwesterly along said curve 23.57 feet to a point on the East right-of-way line of River way Drive; thence North 00° 02' 18" East, 173.76 feet along said East right-of-way line to a point on a curve to the left having a radius of 1090.00 feet and its center located North 89°57'42" West, from said point; thence Northwesterly along said curved East right-of-way, 124.50 feet; thence South 89° 59' 17" East, 563.60 feet; thence South 00° 02' 18" West, 313.00 feet to the point of beginning, containing 4.00 acres more or less, situated in Tazewell County, Illinois.

Commonly known as 225 Hanna Drive

Part of PIN # 10-10-10-100-034

WHEREAS, the City of Pekin and ILLINOIS CENTRAL COLLEGE, an Illinois corporation, d/b/a ICC, ("ILLINOIS CENTRAL COLLEGE"), have negotiated a Lease (attached hereto and incorporated herein by this reference) wherein ILLINOIS CENTRAL COLLEGE, is to lease the Property for a term of five years with a five year option for the sum of FIVE THOUSAND DOLLARS, (\$5,000.00) for the first 36 Months NINE THOUSAND DOLLARS, and (\$9,000.00) for the remaining 24 Months (plus if applicable the 60 months of the five year Option) and (the "Lease"); and

WHEREAS, ILLINOIS CENTRAL COLLEGE, is desirous of establishing an ICC-South Campus within the City of Pekin;

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is partially 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, since the term of the Lease is excess of two years, a public hearing was required and held on July 21, 2008; and

WHEREAS, the City Council determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into the Lease and lease the Property to ILLINOIS CENTRAL COLLEGE, pursuant to the terms and conditions of said Lease; and

**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 Lease attached hereto as Exhibit A is hereby approved and that the City of Pekin lease the Property to ILLINOIS CENTRAL COLLEGE, on the terms and conditions described in the Lease.

SECTION III: The City Manager of the City of Pekin, for and on behalf of the City of Pekin is hereby authorized and directed to execute the Lease, and the City Clerk is hereby authorized to acknowledge and attest such Lease and to affix thereto the seal of the City of Pekin for and on behalf of the City of Pekin, and the Manager and City Clerk shall execute such other documents as may be necessary to consummate the transaction contemplated herein and in said Lease.

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

SECTION V: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 21st day of July, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this 21st day of July, 2008.

MAYOR

ATTEST:

CITY CLERK

LEASE BETWEEN CITY OF PEKIN AND ILLINOIS CENTRAL COLLEGE

THIS AGREEMENT made and entered into this 21st day of July, 2008, by and between CITY OF PEKIN, an Illinois Municipal Corporation, hereinafter referred to as "LANDLORD", and The Board of Trustees of Community College District No. 514, commonly know as Illinois Central College or ICC, hereinafter referred to as "TENANT"; WITNESSETH:

The said LANDLORD, for and in consideration of the covenants and agreements hereinafter mentioned to be kept, observed and performed by the parties hereto, has demised and leased to said TENANT the following premises in Tazewell County, Illinois, and being legally described as follows (the Premises):

Part of Block 3 of a resubdivision of RIVERWAY BUSINESS PARK of part of the West Half of Section 10, Township 24 North, Range 5 West of the 3rd P.M., in Tazewell County, Illinois, as shown on plat recorded in Plat Book "00", page 143, described as follows:

Commencing at the Southeast corner of said Block 3, said point being on the North right-of-way line of Hanna Drive, thence North 89° 59' 17" West, 358.50 feet along said North right-of-way line to the Southeast corner of Lot B, said point being the Point of Beginning; thence continuing North 89° 59' 17" West, 541.49 feet to a point on a curve to the right having a radius of 15.00 feet and its center located North 00° 00' 43" East, from said point; thence Northwesterly along said curve 23.57 feet to a point on the East right-of-way line of Riverway Drive; thence North 00° 02' 18" East, 173.76 feet along said East right-of-way line to a point on a curve to the left having a radius of 1090.00 feet and its center located North 89°57'42" West, from said point; thence Northwesterly along said curved East right-of-way, 124.50 feet; thence South 89° 59' 17" East, 563.60 feet; thence South 00° 02' 18" West, 313.00 feet to the point of beginning, containing 4.00 acres more or less, situated in Tazewell County, Illinois.

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together with all buildings, structures, appurtenances and fixtures thereon, upon the following terms and conditions:

1. TERM. TO HAVE AND TO HOLD the above-described Premises unto the said TENANT for a term of five years (with an additional five year option), commencing on the 1st day of August, 2008, (the "Commencement Date"). TENANT may terminate this lease at any time, provided that TENANT shall first provide written notice to LANDLORD of such termination at least 180 days prior to such termination. LANDLORD may terminate this lease at any time, provided that LANDLORD shall first provide written notice to TENANT of such termination at least 180 days prior to such termination. Should the TENANT desire to exercise the five year option period, it must notify the LANDLORD in writing at least 180 days prior to the expiration of the initial five year lease. Both parties need to agree to said five year extension.

2. PURPOSE. The Premises hereby leased are to be used for the purpose of establishing an "Illinois Central College – South" Campus and for no other purpose without the consent of the LANDLORD, which shall not be unreasonably withheld.

3. RENTAL. TENANT shall pay as rental for the Premises during the term hereof the sum of FIVE THOUSAND FIVE HUNDRED Dollars (\$5,000.00) for each month for the first 36 months thereof, and which said rent shall be payable on the 1st day of the monthly period, with the first payment being due on the Commencement Date. Beginning the 1st day of the 37th month the TENANT shall pay as rental for the Premises hereof the sum of NINE THOUSAND FIVE HUNDRED Dollars (\$9,000.00) for each month for the remaining 24 months (plus, if applicable, the 60 months of the Option Period) thereof. Payments to be made to LANDLORD shall be made to the City of Pekin at 111 S. Capitol Street, Pekin, Illinois, or at such other place as LANDLORD may hereafter designate in writing.

4. EXTENSION OF TENANCY. In the event of a purchase of the premises or similar premises within Riverway Business Park by the TENANT from the City, all rental amounts paid under this lease shall be a credit towards the purchase price of said premises.

5. DUTY TO MAINTAIN. LANDLORD shall maintain in good condition the roof, sidewalls, and foundation, the exterior walls, and the structural portions of the building. TENANT shall maintain the doors and windows of said premises, and shall keep the demised premises in a presentable condition.

6. TENANTS DUTY TO MAINTAIN. Except as otherwise provided, TENANT shall keep the interior of the premises in a presentable condition, and shall be responsible for repairs of plumbing, electrical, HVAC and all other maintenance items. Notwithstanding the foregoing, LANDLORD represents and warrants that, as of the commencement date, all building systems serving the premises shall be in good working order. Replacements or repairs necessary to bring the building as is up to code (in excess of \$2,000) shall be the LANDLORD'S responsibility. Those improvements necessary as a result of the TENANT'S intended use shall be the TENANT'S responsibility.

7. LANDLORD'S OBLIGATIONS. The City shall work in conjunction with CityLink to seek municipal bus service to this location.

The City shall grant ICC an easement at the southeast corner of the Hanna Drive at Route 29 intersection for the purpose of installing a sign.

8. TENANT'S OBLIGATIONS. Illinois Central College shall commit to offering college level classes at 225 Hanna Drive as an extension site for instructional purposes. The curriculum offered shall include but not be limited to welding, HVAC, and machining. The expectation is that the site will furnish an opportunity for continued access and growth of college

level courses for the greater Pekin area in collaboration with the City, businesses and Pekin Community High School.

For the first year parking shall be allowed on the east side of Riverway Drive and the north side of Hanna Drive in front of the 4 acre site. By the beginning of the second year parking shall be on-site with all costs of parking lot construction to be at ICC's expense and according to applicable City requirements.

ICC shall construct a sign of a size that meets the City's Zoning requirements on the easement granted by the City.

ICC shall include ICC – South in their marketing similar to Main Campus, Downtown Campus and ICC – North.

9. COMPLIANCE WITH REQUIREMENTS AND USES PROHIBITED.

TENANT shall comply with all lawful requirements of the local Board of Health, Police and Fire Departments and governmental authorities respecting the manner in which TENANT uses the leased Premises and the Parking Lot, including, without limitation, providing adequate parking for TENANT's intended use by the beginning of the second year of this lease.

TENANT agrees that the Premises shall not be used for any purpose or business which increases the fire or extended coverage insurance rate. TENANT further agrees that TENANT will not injure, overload, or deface the said building, nor permit the same or any part thereof to be injured, defaced or overloaded and will not permit or suffer any noise, noxious or offensive trade, business or occupation, or any heavy manufacturing to be carried on said Premises or permit the same to be occupied or used for any immoral or illegal purposes whatsoever.

TENANT shall comply with all covenants of River Way Business Park.

10. ALTERATIONS BY TENANT. TENANT shall not alter the interior of the building without the written consent of LANDLORD, which consent shall not be unreasonably withheld.

11. CONDITION OF BUILDING. LANDLORD and TENANT acknowledge that the Premises to be leased to TENANT are in tenantable condition as of date of possession.

12. INSURANCE

A. Public Liability Insurance. TENANT covenants and agrees that TENANT will, at TENANT'S expense, carry with a responsible insurance company or companies approved by LANDLORD through the term of this lease insurance protecting LANDLORD against loss, suits for damages, claimed to be directly or indirectly, in whole or in part due to the happening of any accident in or about the demised Premises or the Parking Lot caused by any act or neglect of TENANT or LANDLORD. Such insurance policy or policies shall have a minimum limit of \$1,000,000 for bodily injury to any one person and \$5,000,000 for bodily injury in the aggregate; also a minimum limit for property damage of \$100,000.

B. Structure Insurance. LANDLORD agrees to insure the buildings and structures on the Premises, against fire and such perils as are normally covered by extended coverage endorsements in an amount equal to the to be agreed upon full insurable value of such improvements

C. Contents Insurance. TENANT acknowledges that its use of the Premises is for its business and agrees to insure all of its property on said

Premises. LANDLORD shall have no responsibility to insure TENANT'S personal property or fixtures.

D. Additional Insured. LANDLORD shall be listed as an additional insured on the insurance policies procured by the TENANT. Such policies of insurance shall provide that the additional insured shall be notified in writing at least thirty (30) days prior to any cancellation of, or any material change or new exclusions in the policy. TENANT shall provide LANDLORD with certificates of insurance evidencing such insurance coverage.

13. UTILITIES. TENANT shall pay for all utilities serving said Premises, including electricity, gas, garbage, water, telephone, cable television and wastewater. TENANT shall have all such utilities transferred to TENANT's account prior to taking possession of the Premises.

14. GARNISHMENT. This lease and the interest of the TENANT hereunder shall not, without the written consent of LANDLORD first had and obtained, be subject to garnishment or sale under execution in any suit or proceedings which may be brought against or by TENANT.

15. TOTAL DESTRUCTION. In the event the demised Premises shall be more than 50% destroyed by fire or other unavoidable casualty, the lease shall terminate as of the date of such destruction.

16. PARTIAL DESTRUCTION. In the event the building is destroyed 50% or less, LANDLORD shall have the option of a) terminating this Lease or b) proceeding to make repairs necessary to put the building in its former condition, in which case this Lease shall not terminate,

17. NOTICES. All notices required under this lease shall be deemed to be properly served if delivered in writing personally or sent by certified mail, return receipt requested, to the

LANDLORD at _____ where rent was paid, or to the TENANT addressed at _____ . Date of service of a notice served by mail shall be the date on which such notice is deposited in the mail.

18. POSSESSION UPON TERMINATION. The TENANT covenants and agrees that it will yield up said Premises to said LANDLORD at the expiration of the lease demised, whether by forfeiture or by the expiration of time, in substantially as good condition as when the same was entered into and taken possession of by TENANT, loss by fire, act of God, or ordinary wear and tear excepted.

19. ACCESS BY LANDLORD. The LANDLORD reserves the right to have reasonable access at reasonable hours upon reasonable notice for itself, its agents or employees, to the Premises hereby leased

20. ACCESS BY TENANT. The LANDLORD shall provide to TENANT access to the Premises at all times, day or night, twenty-four hours per day, three hundred sixty-five days per year.

21. TIME OF ESSENCE. It is further agreed that time shall be of the essence of all covenants and payments to be made under this lease.

22. QUIET ENJOYMENT. TENANT, upon the payment of the rent herein reserved and upon TENANT'S performance of all of the terms of this lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the leased Premises without any disturbance from the LANDLORD, or from any others claiming through LANDLORD.

23. HOLD HARMLESS. TENANT will at all times defend, indemnify, and save and keep harmless LANDLORD against any and all loss, damage, expense, including attorneys fees,

arising out of the conduct of its business on the said premises. LANDLORD shall indemnify and hold harmless TENANT from all loss, damage, expense, including attorney's fees arising out of LANDLORD'S use of the premises or out of the negligent acts or omissions of LANDLORD'S agents, employees, invitees or guests.

24. BINDING UPON HEIRS AND SUCCESSORS. The covenants of this lease shall be obligatory upon and shall extend to the successors and assigns of LANDLORD and the heirs, successors and assigns of TENANT. TENANT shall, however, not assign this lease or sublet the Premises or any portion of the same without first obtaining the written consent of LANDLORD.

25. REAL ESTATE TAXES. As owner of building the LANDLORD is responsible for filing the necessary tax exempt information to Tazewell County. TENANT shall supply the LANDLORD with the necessary tax exemption information.

26. ENTIRE AGREEMENT. This Lease sets forth all the covenants and understanding between the Parties concerning the Premises, and there are no other covenants or understandings, either oral or written, between the Parties. The Parties, by mutual agreement, may modify and further develop this Lease to include additional Lease provisions; however, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the undersigned have executed this lease the day and year
first above written.

TENANT:

The Board of Trustees of Community College
District 514, commonly known as
ILLINOIS CENTRAL COLLEGE,
an Illinois Community College

LANDLORD:

CITY OF PEKIN, an Illinois
Municipal Corporation,

By: _____

Its: _____

By: _____

Its: City Manager

ATTEST:

By: _____

Its: _____

ATTEST:

By: _____

Its: City Clerk