City of Pekin

REGULAR COUNCIL MEETING MONDAY, JULY 13, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Dunn

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 June 22, 2009 and Meeting of June 12, 2009 Retreat.*

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 Monthly Reports and Minutes:** Police Department June Report, Building Department Reports, Traffic Safety Committee Minutes Work Session dated June 19, 2009, Liquor Commission Minutes dated May 28, 2009

2. **Charitable Solicitation:** Jesse Brown Memorial August 1, 2009
Pekin Union Mission Tag Days October 23,24, 25, 2009

3. **Receive and File** Bids for the James Field Sidewalk Project opened June 25, 2009

4. **Receive and File** Bids for the Sale of Property 300 Block of Court Street opened July 10, 2009

5. **Resolution No. 11-09/10 –** Mayor's Appointment of Kyle Peebles to the Pekin Planning Commission to fill the unexpired term of Michele Long until May 15, 2011

ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.*

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. ***PUBLIC HEARING***
   DESCRIPTION: *Discussion on the potential sale of Municipally Owned Property in the 300 Block of Court Street Block 46 of Original Town Lots 12, 13, 14 containing 0.16 acres. Bids opened July 10, 2009.*

2. ***PRESENTATION***
   DESCRIPTION: *Recognition of 39 years of service for the City of Pekin Police Department and retirement of Police Chief Timothy M. Gillespie*

IX. NEW BUSINESS

1. **Amendment to City of Pekin / East Court Village I Development Agreement** **(DK)**
   DESCRIPTION*: Amortization schedule extended on 6% loan to Cullinan Properties as incentive to fill available retail square footage remaining.*

   ACTION: *Motion to approve the Agreement.*

   VOTE REQUIRED

2. **Amendment to City of Pekin / East Court Village II Development Agreement** **(DK)**
   DESCRIPTION*: Amortization schedule extended on 6% loan to Cullinan Properties as incentive to fill available retail square footage remaining.*

   ACTION: *Motion to approve the Agreement.*

   VOTE REQUIRED

3. **IDOT Local Agency Agreement for Federal Participation – Parkway Pavement Rehabilitation** **(JW)**
   DESCRIPTION*: Funds in the amount of $432,276.00 received as part of the American Recovery and Reinvestment Act to mill and overlay portion of Parkway Drive from Court to Willow. Completion Spring of 2010 with a cost to the City of $18,000 from Motor Fuel Tax (MFT) funds.*

   ACTION: *Motion to approve the Agreement.*

   VOTE REQUIRED

4. **Resolution No. 12-09/10 - Resolution to Adopt IMRF Early Retirement Incentive** **(DK)**
   DESCRIPTION*: Enables IMRF employees to purchase up to 5 years of service time to receive 45% pension. Twenty-five employees are eligible to opt into the plan during CY2010 January 1-December 31, 2010. Increase in IRMF liability costs estimate $1,820,988.00 offset by consolidation of positions.*

   ACTION: *Motion to adopt the Resolution.*

   VOTE REQUIRED

5. **School Bus Purchase** **(GR)**
   DESCRIPTION*: Expansion of the school bus transportation operation by acquiring the Hoyle School Bus Transportation Company in the amount of $300,000. The City to provide service while keeping the cost down substantially for both school districts and taxpayers*

   ACTION: *Motion to authorize City to negotiate agreement for possible acquisition of Hoyle Bus System.*

   VOTE REQUIRED

6. **Bid for the James Field Sidewalk Project** **(JW)**
DESCRIPTION*: Improvement includes grading, compact sub-base, install concrete and aggregate base for future brick pavers at three entrances of James Field Complex 800 Block of Broadway Road.*

ACTION: *Motion to approve the bid in the amount of $17,304.00 and award the contract to Knapp Concrete Contractors, Inc.*

VOTE REQUIRED

7. **Ordinance No. 2588 - Authorizing the Purchase of 128 St. Mary Street**
DESCRIPTION*: One of the last 2 lots in the targeted area for marketing a large developable parcel at the riverfront. Purchase price of $60,000 for residential property in very good condition with potential to relocate the structure.*

ACTION: *Motion to approve the Ordinance.*

VOTE REQUIRED

8. **Ordinance No. 2589 - Amending the Code Title 6, of the Code of the City of Pekin Regarding Seizure and Impoundment of Motor Vehicles** **(TM)**
DESCRIPTION*: Reimbursement for tow if Licensee Validity.*

ACTION: *Motion to approve the Ordinance.*

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c.) 2. *Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.*

5 ILCS 120/2 (c.) 5. *The purchase or lease of real property for the use of the public body.*

5 ILCS 120/2 (c.).6. *The setting of a price for sale or lease of property owned by the public body.*

ACTION: *Motion to move to Executive Session.*

VOTE REQUIRED

XII. ADJOURNMENT

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

NO VOTE REQUIRED

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JUNE 22, 2009 AT 5:30 O'CLOCK P.M.
RUSTY DUNN MAYOR PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, KORTKAMP, BARRA, AND SCHMIDGALL

ABSENT: COUNCIL MEMBER STRAND

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

Roll was called and all Council Members were present.

Mayor Dunn announced that the City of Pekin would be making 2 of our facilities available as Cooling Centers today through at least Wednesday. The Main Lobby (first floor) in City Hall at 111 South Capitol and the City's Service Center at 1130 Koch Street would be open to the Public from 8 A.M. to 8 P.M. for those in need of a place to get out of the extreme heat.

AGENDA

Motion by Council Member Barra, seconded by Council Member Abel, that the **agenda be approved as presented.** On roll call vote, all present voted Aye.

MINUTES

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that the **minutes of the Regular City Council Meeting of June 8, 2009 and the meeting of June 9, 2009 Bus Trip be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Bill Gilroy 1312 South 11th Street told Council he was the agent for Crossroads Used Cars at Broadway and 2nd Street. He had requested last year that the City trade that parcel for the property that Council would consider leasing to CenturyTel. He stated that his proposal for the property still stood though he had not received a response.

Bernie Gobbel 208 Dogwood Lane addressed Council regarding the recommendation to increase the speed on Broadway Road at Hickory Lane. He expressed his concern in raising the speed in residential, park, and office building area. He asked Council to consider what was best for the taxpayer not the wishes of a few and to table until more information was available to change the speed.

James Dully 205 Dogwood Lane spoke in opposition to increasing the speed on Broadway Road and indicated people were creating a dangerous situation using the center turn lane to pass other vehicles.

Jim Mangan 1200 Parkway Drive addressed the Council. He was not in favor of approving the changes to the TIF I Façade Program and creation of the Downtown TIF Commercial Retail/Upper Story Housing Program. He felt taxpayer dollars were being given away and to businesses limited to downtown.

CONSENT AGENDA

Motion by Council Member Kortkamp, seconded by Council Member Abel, that the Consent Agenda be approved as presented.

Mayor Dunn read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Liquor Commission Minutes dated May 28, 2009,

Airport Commission June 3, 2009, And Traffic Safety Committee Minutes dated June 5, 2009

2. **Receive and File** the Bids for the Wastewater Treatment Plant Sludge Removal Project Opened June 9, 2009

3. **Receive and File** City of Pekin Wastewater Facilities Plan prepared by Farnsworth Group

Council Member Blanchard requested staff to prepare a summary of the expenditures anticipated on the improvements as part of the Wastewater Facilities Plan. It was confirmed that that a narrative and the conceptual estimates of probable construction costs had been provided to the Council by the Public Works Director Joseph. On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Treasurer James Wolf presented reports to Council on budget totals, actual monies received and percentages of budget of major revenue sources for Fiscal Year 2009 May 1, 2008 through April 30, 2009. He highlighted areas of note and concerns such as the drop in the Income Tax Replacement and the off budgeted investment earnings. Council Member Blanchard advocated showing the interest on savings monthly and Mr. Wolf indicated the issue was addressed. Mr. Wolf stated interest rates continue to drop and he was not seeing improvement in the investment earnings when the 12-month report was presented.

NEW BUSINESS

ORDINANCE NO. 2587-09/10

AUTHORIZING THE LEASE OF MUNICIPALLY OWNED REAL ESTATE

Motion by Council Member Abel, seconded by Council Member Blanchard, that **Ordinance No. 2587-09/10** be adopted. City Manager Dennis Kief advised he intended to lease the City owned parking lot in the northeast corner of the Ann Eliza at 4th Street intersection to CenturyTel for 2 years at $10,000.00 per year. The lot was presently under utilized for rental parking. Under the terms of the agreement the phone company would maintain the property. On roll call vote Ayes, Schmidgall, Kortkamp, Barra, and Dunn; Nays, Blanchard and Abel. Motion Carried.

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the **VEHICLE MAINTENANCE AGREEMENT BETWEEN THE CITY OF PEKIN AND TAZEWELL COUNTY** be approved subject to approval by the Tazewell County Board at their meeting on June 24, 2009. The contract provided for the maintenance of County vehicles by the City in an extended agreement for two-years with the hourly mechanical rate increased from $55.00 to $65.00 per hour; parts from 25% mark-up to 28%; and gas purchase cost plus $0.05/gallon. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Barra, that the **BID FOR WASTEWATER TREATMENT PLANT SLUDGE REMOVAL** be approved in the amount of $428,100.00 and the 3-year contract be awarded to Stewart Spreading. Public Works Director Joe Wuellner addressed the questions Council had regarding qualifications/references of the new contractor, the process of removing approximately 3 million gallons from the plant lagoons, and the application of the by-product utilized on farmland. Council further discussed the reuse at the plant as methane power generator and the timing of the contract in regards to the construction of the plant upgrade that included onsite pressing process. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A290-09/10

AMENDING TITLE 8, CHAPTER 3, SECTION 3 F.

OF THE CODE OF THE CITY OF PEKIN 1995

REGARDING SPEED LIMITS

Motion by Council Member Barra, seconded by Council Member Schmidgall, that **Ordinance No. 1462-A290- 09/10** be adopted. Traffic Safety Chairman Joe Wuellner advised that numerous people had asked that the speed on Broadway Road from Hickory Lane to California Road be increased to 40 mph after the road-widening project was completed. Council Member expressed concerns for the residential area. Police Chief Timothy Gillespie spoke in opposition to the recommendation stating that 40 mph means the motorist tends to drive 50 mph. On roll call vote, Ayes, Schmidgall; Nays, Barra, Blanchard, Abel, Kortkamp, and Dunn. Motion Failed.

Economic Development Coordinator Steve Brown stated he would address the next two items of business. He expressed appreciation for the team effort in reviewing and restructuring the Tax Increment Finance - TIF Programs as incentives to attract and retain business. He highlighted for Council the changes made to the eligible dollars for the Façade Grant Program and the establishment of a loan program for upper story rehabilitation of the downtown. Council Member Blanchard expressed concern of not requiring a personal guarantee from the applicants. Discussion followed. Mayor Dunn asked that the City Manager contact the members for their individual opinion to add a personal promissory note or signature to the application. Council discussed the original intention of utilizing TIF funds, how many present businesses had expressed interest in opening up 2nd floors to expand business or lease, that the borrower retain ownership of the property for a minimum of 5 years, and if the loft would be assessed separately or be exempt until 2021.

RESOLUTION NO. 9-09/10

ESTABLISHING AN AMENDED FAÇADE GRANT PROGRAM IN THE TIF

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that **Resolution No. 9- 09/10** be adopted. Economic Development Coordinator Steve Brown presented a request for modifications of the current Façade Program and increasing the City's participation from 1/3 to 50% of eligible costs up to $12,500.00. On roll call vote, all present voted Aye.

RESOLUTION NO. 10-09/10

ESTABLISHING PEKIN DOWNTOWN COMMERCIAL RETAIL UPPER STORY HOUSING LOAN PROGRAM

Motion by Council Member Schmidgall, seconded by Council Member Abel, that **Resolution No. 10- 09/10** be adopted. Steve Brown also presented the loan program proposed to be available for viable commercial retail use on the first and upper story floors and upper story lofts/apartments. It was explained the loan program was a dollar-to-dollar match, up to but not exceeding $25,000.00. The funds would be available from the TIF line item and intended to trigger rehab and growth to the business district. On roll call vote, Ayes, Schmidgall, Blanchard, Kortkamp, Abel, and Dunn; Nays, Barra and Blanchard. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member wished the community a safe and happy 4th of July Holiday.

Council Member Blanchard urged the community to contact their State Representatives to pass a Budget that would not harm the elderly population's income or reduce such beneficial programs as the YWCA.

Greg Ranney Director of Public Property announced that all solid waste, garbage, recycling, and yard waste would be collected Monday through Friday even though some City offices would be closed for the 4th of July holiday on Friday.

Joe Wuellner Public Works Director informed the public that the City would begin June 25th the Heat & Scarifying portion of the Street Maintenance Program on Broadway Road 8th Street to Schramm Drive. Weather permitting the project would continue on Parkway Drive from Easter to the northern City limits. There would be lane closures and delays for 2 weeks.

Police Chief Timothy Gillespie announced at the meeting that he was retiring on July 17, 2009 after 39 years as a police officer for the City. He expressed appreciation to the Council, staff, his family for their support and friendship. He thanked Mayor David Tebben, several past Council Members for the time spent working together doing his appointment 12 years ago as Chief. He noted that the Pekin Police Officers were second to none in the State and that it was a privilege to have served as their chief. People present in the Council Chambers acknowledged Chief Gillespie's long years of service with appreciation and applauds.

Bill Gilroy 1312 South 11th Street indicated Cynthiana between 2nd and 3rd Streets was a safety issue and requested it be vacated and the barrier removed so that travel on Broadway Road at that location was two-way traffic. He again expressed concern that the parking lot on Derby recently paved with rock was not protected from runoff and that the City should check the sewers in that area.
City Manager Dennis Kief informed Mr. Gilroy his asking to vacate a street required a written request from the owners of the adjoining properties in order to precede with the process. The Manager made Mr. Gilroy aware that ownership and tax requirements would be split with those owners. He would present the request to the Traffic Safety Committee first.

Leigh Ann Matthews Director of Main Street thanked the Council for embracing the new TIF Programs. They would be beneficial in attracting sustainable businesses to the Main Street area.

Bernie Gobbel noted the good, constructive conversation that he saw in the discussion of topics through the Council Meeting.

EXECUTIVE SESSION
Motion by Council Member Abel, seconded by Council Member Barra, that **Council move to Executive Session** at 7:20 P.M. to discuss 5 ILCS 120/2 (c.) 2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2 (c) 5. the purchase or lease of real property for the use of the public body. 5 ILCS 120/2 (c) 11. Litigation, when action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent. On roll call vote, all present voted Aye.

No further business to come before the Council, in open session, Mayor Dunn called the meeting closed.

COUNCIL ADJOURNED AT 8:25 P.M.

Sue E. McMillan
City Clerk

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PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD AT WILDLIFE PRAIRIE PARK
ON FRIDAY, JUNE 12, 2009 AT 8:00 A.M.
RUSTY L. DUNN * MAYOR * PRESIDING

PRESENT: **COUNCIL MEMBERS STRAND, KORTKAMP, BLANCHARD, ABEL, SCHMIDGALL, BARRA, AND DUNN**

ABSENT: **NONE**

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Notice of a special planning meeting to jointly discuss with staff, strategies to accomplish the objectives of the City Council was scheduled at the Council meeting of February 9, 2009 and posted prior to the meeting.

All Council Members were present.

Also in attendance was City Manager Dennis Kief, Corporation Counsel Patrick Oberle, Public Works Director Joseph Wuellner, Fire Chief Charles Lauss, Economic Development Coordinator Steven Brown, Public Properties Director Gregory Ranney, Deputy Police Chief Ted Miller, Community Development Director Pamela Anderson, Assistant Finance Director Angela Evans, Treasurer James Wolf, Code Enforcement Officer Ronald Sieh, Library Director Jeff Brooks, Superintendent of Streets David Pagliaro, City Clerk Sue McMillan, and Ed McMenamin from the Pekin Daily Times.

Facilitator Joy Hoover, a strategic planner from OSF Saint Francis Medical Center, presented the outline and time lines for the structure of the morning, which consisted of the following:

Introduction and Guiding Principles……………….	8:00 – 8:10	a.m.
Current State……………………………………….	8:10 – 9:00	a.m.
SWOT Exercise……………………………………	9:00 – 10:00	a.m.
Key Areas of Improvement Development………..	10:00 – 11:30	a.m.
Wrap-up and Homework Assignment…………….	11:30 – 11:45	a.m.
Networking Opportunity Lunch…………………..	11:45 – 12:45	p.m.
Staff Follow-up…………………………………..….	12:45 – 2:00	p.m.

Mayor Dunn addressed Council and Staff and spoke of what he felt would be accomplished in this new format. He felt with discussion the group would define broad vision and choose priorities for the year ahead.

Ms. Hoover directed the staff and Council in the SWOT exercise which framed the City's Strengths, Weaknesses, Opportunities, and Threats after combining the majority of chosen individually by the group members. Next everyone broke into small groups to work on three key elements, economic development, city image/perception and infrastructure. Current efforts to revitalize downtown and the Riverway Business Park were identified as opportunities for further economic development. There was general consensus that there was a need to communicate the message that the City of Pekin has lower tax rate than comparable communities. It was felt that the racist stereotype unfairly lingers over Pekin as a threats to the city's further development. The improvement phases of the Wastewater Treatment Plant was the key infrastructure item that was agreed to be a priority for the years ahead.

A general discussion of how to make Pekin better and a general wrap-up of the objectives and success of the retreat continued through lunch.

MEETING ADJOURNED AT 1:30 P.M.

Sue E. McMillan

CITY OF PEKIN
POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR JUNE 2009

	JUNE 2008	MAY 2009	JUNE 2009
TRAFFIC TICKETS	391	656	698
WARNING TICKETS	**351**	246	239
OFFENSES	595	525	512
ARRESTS	251	267	166
PARKING TICKETS	277	247	273
STOPS	811	586	490

** WARNING TICKETS WITH MULTIPLE OFFENSES WERE COUNTED FOR EACH OFFENSE AND NOT AS A SINGLE TICKET AS THEY ARE NOW. THIS WAS STARTED IN SEPTEMBER OF 2008

CITY ORDINANCE TICKETS FOR JUNE 2009

NUMBER OF TICKETS WRITTEN	76
NUMBER OF TICKETS PAID OVER THE COUNTER	24
FINES COLLECTED OVER THE COUNTER	$4,450

IMPOUNDED VEHICLES FOR JUNE 2009

TOTAL VEHICLES IMPOUNDED: 36
AMOUNT OF FINES COLLECTED: $12,500

OFFENSES	
DRUG RELATED	6
DUI	10
DWLS/R	18
UUW	0

MULTIPLE OFFENSES	
DRUGS/DUI	1
DRUGS/DWLS-R	1
DRUGS/UUW	0
DUI/DWLS	0
TOTAL	36

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
MAY '2009

	PERMITS	VALUE	FEES
BUILDING DEPT	69	$545,246.00	$ 2,871.00
ELECTRIC DEPT	25	$ .00	$ 1,146.00
HVAC DEPT	29	$ 15,000.00	$ 2,875.00
PLUMBING DEPT	22	$ .00	$ 823.00
STORM SEWER PERMITS	0		$ .00
STORM WATER PERMITS	2		$ 40.00
SEWER PERMITS	5		$ 275.00
SEWER TAP RES	1		$ 1,600.00
SEWER TAP COMM	0		$ .00
DEPARTMENT TOTAL	**153**	**$560,246.00**	**$ 9,360.00**

TOTAL CODE ENFORCEMENT COMPLAINTS - 210

Respectfully submitted,

Joseph Wuellner

Joe Wuellner

Ronald Sieh, Building Inspector

Mark D. Reeder

Mark Reeder, Electrical Inspector

Dave Van Dyke

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

David Shallenberger

Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2009

MONTH	DWELLINGS 1		GARAGES 2		MULTI-FAMILY 3		COMMERCIAL 4		COMMERCIAL REMODELING 5		RESIDENTIAL REMODELING 6		MISC. 7		RESIDENTIAL DEMOLITIONS 8		COMMERCIAL DEMOLITIONS 9		BUILDING DOLLARS	BLDG PERMITS
JANUARY					1.00	$1,299,701			6.00	$428,977	12.00	$417,603			0.00	$0	0.00	$0	$2,146,281	19.00
FEBRUARY									5.00	$26,480	8.00	$70,600	6.00	$6,327	0.00	$0			$103,407	19.00
MARCH	1.00	$73,500	1.00	$22,000			1.00	$66,880	6.00	$708,100	11.00	$144,199	18.00	$32,936					$1,047,615	38.00
APRIL	5.00	$1,105,184	3.00	$41,960			1.00	$34,500	9.00	$630,301	21.00	$104,435	23.00	$19,679	11.00	$0			$1,936,059	73.00
MAY	2.00	$224,595	3.00	$155,470					9.00	$32,162	13.00	$67,256	38.00	$65,763					$545,246	65.00
JUNE																			$0	0.00
TOTAL 6 MO.	**8.00**	**1,403,279**	**7.00**	**219,430**	**1.00**	**1,299,701**	**2.00**	**101,380**	**35.00**	**1,826,020**	**65.00**	**804,093**	**85.00**	**124,705**	**11.00**	**$0**	**0.00**	**$0**	**$5,778,608**	**214.00**
JULY																			$0	0.00
AUGUST																			$0	0.00
SEPTEMBER																			$0	0.00
OCTOBER																			$0	0.00
NOVEMBER																			$0	0.00
DECEMBER																			$0	0.00
TOTAL 6 MO.	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**$0**	**0.00**
YEAR	8	$1,403,279	7.00	$219,430	1.00	$1,299,701	2.00	$101,380	35.00	$1,826,020	65.00	$804,093	85.00	$124,705	11.00	0.00	0.00	0.00 0.00	$5,778,608	214.00

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
WORK SESSION – JUNE 19, 2009 @ 8:30 A.M.

PRESENT: Tim Gillespie, Dave Pagliaro, Joe Wuellner, Chuck Lauss, Will Taylor.

This work session was called to physically go out to assess traffic safety issues in cul-de-sacs.

LOCATION	DISCUSS/LEAVE AS IS	SIZE	DRIVEWAYS	HYDRANT
Alfs Ct.	Leave As Is			
Alhambra Ct.	Discuss		4	
Anderson Ct.	Leave As Is			
Briarcliff Ct.(east end)	Discuss		4	
Briarcliff Ct.(west end)	Discuss		7	No
Brooklawn Ct.	Discuss		5	
Brookview Ter.	Discuss (Dead End-Tight)			
Cherry Ln.	Discuss (Tight Turn)			
Cordova Ct.	Discuss		4	
DeSoto Ct.	Discuss			
El Camino Dr.	Leave As Is			
Fahnders Dr.(Dead End)	Discuss		5	
Fox Point Ct.	Discuss		7	Yes
Gale Ct.	Discuss		5	
Grove Pl.	Discuss		4	Yes
Lisa Ct.	Discuss		3	
Mariana Dr.	Discuss			
Market St.	Discuss (DeadEnd-Tight)			
N. Lake Dr.	Potential for 4 houses		1	Yes
Oakwood Ct.	Leave As Is			
Oakwood Dr.	Discuss			
Park Ridge Ln.	Off Street Parking Available			Yes
Point East Ct.	Discuss		4	Yes
Sierra Ct.	Discuss		5	Yes
St. Clair Dr.	Discuss		3	No
Valencia Pl.	Discuss		3	
Valle Vista Blvd.	Discuss		5	No
Vienna Ct.(Restrict road)	Discuss			
Vista Del Rio Ct.	Discuss			
Vista Grande Ct.	Leave As Is			
Wildwood Ct.	Discuss		2	
Wildwood Dr.	Discuss		5	Yes

This will be a discussion item for the July meeting. Criteria should be set for parking restrictions in cul-de-sacs. Things to consider include width of cul-de-sac, number of driveways and presence of fire hydrant. There was also a suggestion to deal with cul-de-sacs on a complaint driven basis.

**Also for discussion will be the curve on Quail Hollow. Parking on Pine Street and Maple Park Drive.

Respectfully Submitted,
Lee Ann Wrhel

City of Pekin

LIQUOR COMMISSION MINUTES
THURSDAY, MAY 28, 2009
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:11p.m.

PLEDGE of ALLEIGENCE
Eitenmiller led the pledge

ROLL CALL
The following members were present for roll call: Liquor Commissioner Rusty Dunn, Deputy Liquor Commissioner Rick VonRohr, Dave Eitenmiller, Fire Chief Chuck Lauss, Police Chief Timothy Gillespie and Holly Brown.
Also present: Sue Bosich, Assistant Corporation Counsel and City Clerk Sue McMillan

APPROVAL OF AGENDA
VonRohr entertained a motion to accept the Agenda of May 28th, 2009, Motion made by Eitenmiller, seconded by Gillespie. Motion passed.

APPROVAL OF MINUTES
Eitenmiller made a motion to approve the April 16, 2009 minutes as presented, seconded by Gillespie. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS
Nothing at this time

NEW BUSINESS
Pekin Main Street – Gregg Ratcliff –
Eitenmiller made a motion to allow the change in the 3-3-4-5 C of the Liquor Code for Pekin Main Street boundaries for downtown events, Court Street between 4th Street and Capitol Street be added. Seconded by Gillespie, motion passed.

Avanti's of East Peoria, Inc. dba Avanti's new Liquor Application–
Stephan Zeller, Manager was present to speak on behalf of Avanti's. He stated they could be open in 5-6 weeks.
Eitenmiller made a motion to approve the Liquor Application for Avanti's, Seconded by Holly. Motion passed.

Purple Frog, Inc. dba Pottsie's Place – Beer Garden –
Tina and Terra were present to speak on behalf of Pottsie's Place. Tina stated they were in front of the Commission last August and was approved, just needed Ron Sieh's signature of approving the Beer Garden. Ron signed off on the site plan. Also they need to contact the Fire Chief Chuck Lauss. Eitenmiller made a motion to tentatively approve the site plan for the Beer Garden, Seconded by Holly. Motion passed.

Hearings:
1) Dragon's Dome – Bill Griffin – 3401 Griffin Ave. Mr. Griffin spoke briefly in their defense. Stipulated to the facts. Stated he was bartending the whole day, saw the State Police there walked away for a little bit and had his daughter bartend, that is when they came up to do the sting. Stated they will train more and not happen again.

2) Fiesta Ranchera – Attorney Kevin Sack spoke on their behalf – Stipulated to the facts. They accept responsibility, stated this person was a new hire at the time and is no longer working there. Will train with more educational materials. Attorney also stated they were fined $500 from the State Liquor Control Commission.

3) County Market – Lyle Chism, Store Manager was present. Stipulated to the facts. Mr. Chism stated the employee had been disciplined. New Training procedures in place, anyone under 40 years old will be carded, their registers will tell them if under 21.

4) Shenanigans – Annette Green – 513 Court Street – Stipulated to the facts.

5) Boardwalk – James Shaw – 435 Court Street – Stipulated to the facts. Mr. Shaw spoke highly of his employee who has been there for 12 years. He stated she is paying all the fines and asked the City to be lenient on fines. Set new training procedures in place. Stated he had a tape of the incident and took that to the State Liquor Commission and that tape for training.

Discussions: Bosich stated that the State Liquor Control Commission is current on their Hearings. In the past, we've been able to have our local Hearings before the State had theirs. Most of these Hearings that are before us today have already been down to Springfield for their Hearings. The State will offset their fines depending on the outcome of our Hearings and fines imposed. Commission feels our fines and costs are not strong enough and we should impose higher fines or shut them down for a few days to get the message across. We need to get their attention that we do not tolerate serving alcohol to minors. The Commission felt 1st offense $500, 2nd offense $1,500 with any mitigating circumstances could go up or down.

Dragons Dome – Holly made a motion to fine Dragon's Dome $500 plus costs, seconded by Lauss. Motion passed.
Fiesta Ranchera – Gillespie made a motion to fine Fiesta Ranchera $500 plus costs, seconded by Holly. Lauss abstained. Motion passed.
County Market – VonRohr made a motion to fine County Market $500 plus costs, seconded by Holly. Gillespie voted No. Motion passed.
Shenanigans – VonRohr made a motion to fine Shenanigans $500 plus costs, seconded by Lauss. Motion passed.
Boardwalk – Gillespie made a motion to fine Boardwalk $500 plus costs, seconded by Lauss. Motion passed.

Form for Initial Liquor Violations – Attorney Bosich will email the form to members of the Liquor Commission. Any questions or discussions can be brought up at the June 11th Special Liquor Commission meeting.

Any Other Business
No other business

Meeting adjourned at 6:07P.M.   Next Meeting: Thursday, June 11, 2009 at 4:00pm.
Respectfully submitted Paula Gensel

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 6-24-09

   Address of Organization ~~P.O. Box 282 Green Valley, IL 61534~~

   Telephone Number 309-241-6480

   Name, Address and Telephone Number of person filling out form:

   MELISSA L. LEE P.O. BOX 282 GREEN VALLEY IL 61534

2. Name, Title and Address of Principal Executive Officer of Organization: __________

3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: __________

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: __________

5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:

   CALLING ON BUSINESSES MERCHANDISE TO BE RAFFLED off.

6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
LEE	MELISSA	L	1-27-1969	DAUGHTER - IN CHARGE
BROWN	JUDITH	A	7-26-1949	Wife

7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later":

ALL PROCEEDS TO PAY FOR MEDICAL COSTS INCURRED DUE TO ILLNESS AND FINAL COSTS

9. Do you employ a full-time salaried Executive Director: ______
If YES, give name and business of residence address:

N/A

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: ______ If YES, give name and address of such Organization or person:

N/A

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization:

N/A

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64:

N/A

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

DATE: 6-24-09

SIGNED: Melissa L. Lee

CELEBRATION OF LIFE

JESSE L. BROWN

APRIL 26, 1935-MAY 17, 2009

WHEN: AUGUST 1ST.

TIME: 2PM UNTIL ?

WHERE: MARINE CORPS LEAGUE

(WAGONCELLAR ROAD OFF OF MANITO BLACKTOP)

LIVE MUSIC

FOOD

KARAOKE

50/50 DRAWING

SILENT AUCTION

CASH BAR

RAFFLE

ALL PROCEEDS TO HELP PAY FOR MEDICAL AND FINAL COSTS

MEMORIAL BENEFIT

Pekin Union Mission

203 Court Street, Pekin, Illinois 61554

Telephone: 309-346-0724 e mail: pekinunionmission@grics.net

June 24, 2009

City of Pekin
111 S. Capitol St.
Pekin, Il 61554
Attn: Sue McMillan

Mayor Dunn,

I am requesting permission to hold the Pekin Union Mission Tag Day for our basketball program. Tag day dates are October 23, 24, & 25. We hope that these dates will be open and available. This Tag Day will allow us to raise funds for our program and to continue our work for the youth of Pekin and the surrounding area.

Thank you for your consideration and assistance.

Sincerely,

Scott Lange

Scott Lange
Executive Director

BID TABULATIONS
SIDEWALK IMPROVEMENTS JAMES FIELD PROJECT
ENTRANCES

OPENING JUNE 25, 2009 @ 2:00 P.M.

NAME & NUMBER	ADDRESS	BID BOND 5%	**BASE BID**
WM. AUPPERLE & SONS, INC.	**190 EAST WASHINGTON MORTON, IL 61550**	**YES**	**$24,370.00**
HEIN CONSTRUCTION CO., INC.	**9130 INDUSTRIAL ROAD PEORIA, IL 61615**	**YES**	**$23,997.00**
ILLINOIS CIVIL CONTRACTORS INC.	**420 PINECREST DRIVE EAST PEORIA, IL 61611**	**YES**	**$30,403.50**
C & G CONCRETE CONSTRUCTION CO., INC.	**1906 MEADOWS AVE EAST PEORI,A IL 61611**	**YES**	**$23,435.00**
P.A. AHTERTON CONSTRUCTION, INC.	**96 EICHHORN ROAD SPRINGBAY, IL 61611**	**YES**	**$26,127.50**
KNAPP CONCRETE CONTRACTORS, INC	**1649 KNAPP DRIVE CONGERVILLE, IL 61729**	**YES**	**$17,304.00**

ESTIMATE $
Director of Public Works Joe Wuellner

Timothy Tobin
4214 Rome W. Road
Chillicothe, IL 61523

PEORIA IL 616
06 JUL 2009 PM 3 L

USA44

City of Pekin City Clerk Sue McMillan
111 S. Capital Street.
Pekin, IL 61554

RECEIVED
JUL 7 2009
CITY CLERK

61554$4188

July 6th, 2009

City Clerk, Sue McMillan
City of Pekin,
111 S. Capital Street
Pekin, Ill. 61554

Re: 300 Block of Court Street parking lot bid

Dear Ms. McMillan

Tobin Brothers Development would like to submit a bid for $42,500.00 *(Forty two thousand and five hundred dollars)* for the 300 Block of Court Street of the following described real estate:

Part of Block 46 of a the Original Town of part of the East Half of the Southeast Quarter of Section 34, Township 25 North, Range 5 West of the 3rd P.M., in Tazewell County, Illinois, described as follows:

Lots 5, 6 and 7 and the East 2' of Lot 4 of said Block 46, containing 0.33 acres more or less, situated in Tazewell County, Illinois.

Part of PIN # 04-04-34-438-010
Part of PIN # 04-04-34-438-011
Part of PIN # 04-04-34-438-012
Part of PIN # 04-04-34-438-013
Part of PIN # 04-04-34-438-014

Tobin Brothers will re-black top and secure the parking lot to be used as a per month fee base public parking lot within 12 months of the above date. Bid is subject to available financing.

Thank you for you consideration

Sincerely

Timothy J. Tobin
Tobin Brothers Development

Tobin Brothers Development
2010 N. E. Perry
Peoria, IL. 61603

RESOLUTION NO. -09/10

PEKIN, ILLINOIS, July 13, 2009

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

The Mayor's appointment of Kyle Peebles to the Pekin Planning Commission to fill the unexpired term of Michele Long until May 15, 2011 is hereby approve.

1863 Vienna Court Apt. 1
Pekin, Illinois
(217)414-4517

SIGNED BY

MAYOR.

Ron Knautz

From: "Michele Long" <mlong@pekintimes.com>
To: <rgknautz@grics.net>
Sent: Wednesday, May 13, 2009 11:55 AM
Subject: [SPAM]Resignation

Dear Ron and all fellow Planning and Zoning Commission members,

It is with great remorse that I resign from the Pekin Planning and Zoning Commission. I have taken a promotion as Publisher at the Lincoln Courier and will be moving there when time permits.Until that time I will be in Lincoln every day and feel I would miss too many meetings with my new responsibilities. I have enjoyed being part of the new growth in Pekin and have learned a lot in the 13 years I have participated.I realize this is short notice and request you all forgive me.
Good Luck to everyone and God Bless

Michele Long

1863 Vienna Court Apt 1.

KYLE PEEBLES
LEGISLATIVE AND COMMUNITY OUTREACH COORDINATOR
STATE REPRESENTATIVE MIKE SMITH
91ST DISTRICT OFFICE

333 MARGARET STREET
PEKIN, IL 61544

OFFICE PHONE: 309.353.6276
OFFICE FAX: 309.353.1819
CELL: 217.414.4517

KYLERPEEBLES@GMAIL.COM

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will open bids at the City Council Meeting of the City Council on July 10, 2009 at 10:00 A.M. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of potentially selling property in the 300 Block of Court Street of the following described real estate:

> Part of Block 46 of a the Original Town of part of the East Half of the Southeast Quarter of Section 34, Township 25 North, Range 5 West of the 3rd P.M., in Tazewell County, Illinois, described as follows:
>
> Lots 12, 13, and 14 of said Block 46, containing 0.16 acres more or less, situated in Tazewell County, Illinois.

Part of PIN # 04-04-34-438-012
Part of PIN # 04-04-34-438-013
Part of PIN # 04-04-34-438-014

A copy of the bid amount ($40,000 minimum) must be submitted in a sealed envelope to the Office of the City Clerk before 10:00 A.M. July 10, 2009**. The bid must also include a statement and timetable of the intended use of the property.** Any improvements must comply with City and TIF standards (available upon request). The City reserves the right to reject any or all bids or accept re-defined bids from interested parties that submitted sealed bids.

DATED at Pekin, Illinois, June 16, 2009

SUE E. MCMILLAN
CITY CLERK

REQUEST FOR COUNCIL ACTION

To: **Honorable Mayor and Members of the City Council**

CC: **Sue McMillan, City Clerk**

From: **Dennis Kief (07/03/2009)**

AGENDA ITEMS: Amendments to East Court Village Development Agreements

AGENDA DATE REQUESTED: July 13, 2009

ACTION REQUESTED: Approval of the Amendments to East Court Village Development Agreements

BACKGROUND: According to the terms of the East Court Village 1 Development Agreement, they are to repay remaining loans minus eligible sales tax rebates by October 30, 2011. For East Court Village 2 the expiration is September 2, 2010. Although both developments have more leased square footage than they did when the respective agreements were approved, there is still significant available retail space. As a tool to attract new retail, Cullinan Properties has requested that the amortization schedules be extended to April 2019 on both agreements. Although the payments would be stretched out further, the City would be making 6% interest on that money, significantly more than we are making on other City investments in the current economy. Cullinan needs to make some capital improvements in the former Goody's space to lock in a new retailer. By extending the life of the loan payments, Cullinan will be in a position to expend those funds. Again, the City will continue to make 6% interest on that loaned money and for a longer period of time. I have attached a spreadsheet that Jim Wolf prepared that summarizes what I have proposed with respect to Sales Tax rebates. The final amortization schedule and rebate language will be provided prior to Council action July 13, 2009.

FINANCIAL IMPACT: Amortization Schedule extended from October 2011 to April 2019, but still at 6% Interest rate

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Extension to the life of both East Court Village agreements as incentive for filling to Goody's location in East Court Village 2 and hopefully others

IMPACT IF DENIED: Current agreements expire in 2011

ALTERNATIVES: Different rebate and/or re-payment options

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Very important part of the Prosperous Community theme

REQUIRED SIGNATURES

Department Director	______________________________
Finance Department	______________________________ (Certification of Availability of Funds)
Corporation Counsel	______________________________ (Certification of Review)
City Manager	______________________________

AMENDMENT TO
CITY OF PEKIN / EAST COURT VILLAGE
DEVELOPMENT AGREEMENT

This Amendment to City of Pekin / East Court Village Development Agreement ("Amendment") is entered into this ____ day of ___________, 2009, by and between the City of Pekin, Illinois, a municipal corporation (hereinafter referred to as the "City"), and East Court Village, LLC, an Illinois limited liability company (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the City and Developer entered into that certain City of Pekin / East Court Village Development Agreement on August 20, 2001 (the "Agreement") in regards to the redevelopment of a 55 +/- acre parcel of property located along Court Street and formerly known as Pekin Mall; and

WHEREAS, to facilitate the redevelopment of the Project and in furtherance of Developer's other covenants, the City agreed to provide certain assistance as set forth in the Agreement, including providing a Loan to the Developer for purposes of remodeling the existing building on the Project Site and applying certain tax increments to the repayment of the Loan; and

WHEREAS, the City and Developer desire to amend the terms of the Agreement; and

WHEREAS, the City is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, pursuant to its home rule power, the City proposes to promote the further development of the Project and believes it in the best interest of the citizens of the City to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, the parties agree as follows:

1. Section 3.1.1.3(a) regarding payment of the Loan is hereby deleted in its entirety and the following substituted in lieu thereof:

> The Primary Loan shall be repaid in annual installments as shown on Exhibit E attached hereto and incorporated herein by this reference and shall be paid in full on April 30, 2019.

2. Section 3.1.1.3(b) regarding repayment of the Primary Loan by application of the "tax increment" is hereby amended, such that, effective as of April 30, 2010, Section 3.1.1.3(b) shall read as follows:

> The tax increment, as described herein, shall be used to repay the Primary Loan. The tax increment shall be the amount equal to a percentage (in such amount as is set forth below) of the increase in the aggregate amount of taxes paid to the City of Pekin from the 1% City tax and the 1% home rule tax arising from sales by retailers and servicemen within the Project Site over and above the aggregate amount of such taxes paid by retailers and servicemen on transactions at places of business located in the Project Site (excluding the sites occupied by Applebee's, Bob Evans, and Associated Bank) during the base year, which shall be August 1, 2000 to July 31, 2001 (the "Base"); which such percentage shall be calculated as follows:
>
> i) with respect to Bergners, Hobby Lobby and Big Lots, such percentage shall be 40%;
>
> ii) with respect to any other retailer operating within the Project Site as of the date of this Amendment, such percentage shall be 30%;
>
> iii) with respect to any new retailer opening a store within the Project Site prior to April 30, 2010, such percentage shall be 70%;
>
> iv) with respect to any new retailer opening a store within the Project Site between May 1, 2010 and April 30, 2011, such percentage shall be 50%; and
>
> v) with respect to any new retailer opening a store within the Project Site after April 30, 2011, such percentage shall be 30% unless such store is 25,000 square feet or greater in which event such percentage shall be 40%.
>
> If, during the term of this Agreement, a retailer which was doing business in the City of Pekin on August 1, 2001, should relocate to the Project Site,

the annual tax increment which is applied to the Loan shall be reduced by the amount of sales tax paid to the City by said relocating retailer or retailers for the one year prior to said retailer's location to the Project Site.

3. Section 3.1.1.3(d) is hereby deleted in its entirety and the following substituted in lieu thereof:

> In the event the Developer obtains alternate financing and prepays the Primary Loan, the Developer may, to the extent of such prepayment, use the Tax Increment as described herein to repay such alternate financing through April 30, 2019. In no event will the Developer be entitled to Tax Increment in excess of the amount the Developer would have been entitled to under the Primary Loan.

4. The Developer shall be permitted to construct and operate mini-storage facilities along the rear (westerly side) of the Property so long as such construction complies with applicable City zoning requirements.

5. The Developer shall execute and deliver an Extension and Modification of Promissory Note dated August 31, 2001, in the amount of the primary loan and a Mortgage Modification so that the terms and obligations of the Developer as set forth in said Promissory Note and Mortgage are consistent with the terms of this Amendment. The Extension and Modification of Promissory Note is attached hereto as Exhibit 1 and shall be acknowledged by Guarantor, Diane A. Oberhelman. The Modification of Mortgage is attached hereto as Exhibit 2.

6. Except as expressly amended hereby, the Agreement and all rights and powers created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection, or clause of the Agreement is modified or deleted by this Amendment, any unaltered provision of such section, subsection, or clause of the Agreement shall remain in full force and effect. However, where any provision of this Amendment conflicts or is inconsistent with this Agreement, the provisions of this Amendment shall control.

7. Terms used herein which are not otherwise defined or modified herein, but which are defined in the Agreement, shall have the meanings therein ascribed to them.

8. This Amendment (a) shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns; (b) may be modified or amended only in writing signed by each party hereto; (c) may be executed by facsimile

signatures and several counterparts, and by the parties hereto on separate counterparts and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such counterparts shall constitute one and the same agreement; and (d) embodies the entire amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF PEKIN, ILLINOIS,
an Illinois municipal corporation

By: ______________________________

EAST COURT VILLAGE, LLC,
an Illinois limited liability company

By: Cullinan Companies L.L.C.,
Its Manager

By: __________________________
Its Manager

EXHIBIT E

EAST COURT VILLAGE I

Compound Period: Annual

Nominal Annual Rate: 6.000%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/31/2008	1,674,276.00	1		
2	Payment	10/31/2009	0.00	1		
3	Payment	4/30/2010	90,000.00	1		
4	Payment	4/30/2011	255,457.00	9	Annual	4/30/2019

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/31/2008				1,674,276.00
2008 Totals		0.00	0.00	0.00	
1	10/31/2009	0.00	100,456.56	100,456.56-	1,774,732.56
2009 Totals		0.00	100,456.56	100,456.56-	
2	4/30/2010	90,000.00	52,804.37	37,195.63	1,737,536.93
2010 Totals		90,000.00	52,804.37	37,195.63	
3	4/30/2011	255,457.00	104,252.22	151,204.78	1,586,332.15
2011 Totals		255,457.00	104,252.22	151,204.78	
4	4/30/2012	255,457.00	95,179.93	160,277.07	1,426,055.08
2012 Totals		255,457.00	95,179.93	160,277.07	
5	4/30/2013	255,457.00	85,563.30	169,893.70	1,256,161.38
2013 Totals		255,457.00	85,563.30	169,893.70	
6	4/30/2014	255,457.00	75,369.68	180,087.32	1,076,074.06
2014 Totals		255,457.00	75,369.68	180,087.32	
7	4/30/2015	255,457.00	64,564.44	190,892.56	885,181.50
2015 Totals		255,457.00	64,564.44	190,892.56	
8	4/30/2016	255,457.00	53,110.89	202,346.11	682,835.39
2016 Totals		255,457.00	53,110.89	202,346.11	
9	4/30/2017	255,457.00	40,970.12	214,486.88	468,348.51
2017 Totals		255,457.00	40,970.12	214,486.88	
10	4/30/2018	255,457.00	28,100.91	227,356.09	240,992.42
2018 Totals		255,457.00	28,100.91	227,356.09	
11	4/30/2019	255,457.00	14,464.58	240,992.42	0.00
2019 Totals		255,457.00	14,464.58	240,992.42	
Grand Totals		2,389,113.00	714,837.00	1,674,276.00	

Note: Last interest amount increased by 5.03 due to rounding.

EXHIBIT 1

EXTENSION AND MODIFICATION OF PROMISSORY NOTE

This Extension and Modification of Promissory Note (this "Extension") is made and entered into as of this ______ day of ______________, 2009, by and between East Court Village, LLC, an Illinois limited liability company ("Borrower"), and the City of Pekin, Illinois, a municipal corporation ("Lender").

WITNESSETH

WHEREAS, on August 31, 2001, and pursuant to the terms of that certain City of Pekin / East Court Village Development Agreement dated August 20, 2001, Borrower executed a promissory note ("Note") in the sum of $2,636,200.00 and delivered the same to Lender; and

WHEREAS, on ___________, 2009, Borrower and Lender entered into that certain Amendment to City of Pekin / East Court Village Development Agreement whereby Payee agreed to extend the maturity date of the Note to April 30, 2019; and

WHEREAS, Borrower and Lender desire to extend and modify the Note so that it is consistent with the terms of the City of Pekin / East Court Village Development Agreement as amended.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The Note executed by Borrower and in favor of Lender on August 21, 2001, is hereby extended such that the principal and all accrued, unpaid interest shall be paid in full on or before April 30, 2019 (the "Extended Maturity Date").

2. Payment of principal and interest shall take place on the schedule attached hereto as Exhibit A and incorporated herein by this reference.

3. Except as modified by this Extension, all terms and conditions set forth in the Note shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

PAYEE:

CITY OF PEKIN, ILLINOIS,
an Illinois municipal corporation

By: ______________________________

MAKER:

EAST COURT VILLAGE, LLC,
an Illinois limited liability company

By: Cullinan Companies L.L.C.,
Its Manager

By: ______________________________
Its Manager

Diane A. Oberhelman, as Guarantor of the Promissory Note, does hereby acknowledge and agree to the Extension and Modification as set forth in this instrument.

____
Diane A. Oberhelman

EXHIBIT A

EAST COURT VILLAGE I

Compound Period: Annual

Nominal Annual Rate: 6.000%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/31/2008	1,674,276.00	1		
2	Payment	10/31/2009	0.00	1		
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2	4/30/2010	90,000.00	52,804.37	37,195.63	1,737,536.93
2010 Totals		90,000.00	52,804.37	37,195.63	
3	4/30/2011	255,457.00	104,252.22	151,204.78	1,586,332.15
2011 Totals		255,457.00	104,252.22	151,204.78	
4	4/30/2012	255,457.00	95,179.93	160,277.07	1,426,055.08
2012 Totals		255,457.00	95,179.93	160,277.07	
5	4/30/2013	255,457.00	85,563.30	169,893.70	1,256,161.38
2013 Totals		255,457.00	85,563.30	169,893.70	
6	4/30/2014	255,457.00	75,369.68	180,087.32	1,076,074.06
2014 Totals		255,457.00	75,369.68	180,087.32	
7	4/30/2015	255,457.00	64,564.44	190,892.56	885,181.50
2015 Totals		255,457.00	64,564.44	190,892.56	
8	4/30/2016	255,457.00	53,110.89	202,346.11	682,835.39
2016 Totals		255,457.00	53,110.89	202,346.11	
9	4/30/2017	255,457.00	40,970.12	214,486.88	468,348.51
2017 Totals		255,457.00	40,970.12	214,486.88	
10	4/30/2018	255,457.00	28,100.91	227,356.09	240,992.42
2018 Totals		255,457.00	28,100.91	227,356.09	
11	4/30/2019	255,457.00	14,464.58	240,992.42	0.00
2019 Totals		255,457.00	14,464.58	240,992.42	
Grand Totals		2,389,113.00	714,837.00	1,674,276.00	

Note: Last interest amount increased by 5.03 due to rounding.

EXHIBIT 2

MODIFICATION OF MORTGAGE
TAZEWELL COUNTY

THIS DOCUMENT PREPARED BY
and after recording RETURN TO:

RICHARD M. JOSEPH
MILLER, HALL & TRIGGS
416 Main Street, Suite 1125
Peoria, Illinois 61602

MODIFICATION OF MORTGAGE

This Modification of Mortgage dated _______________, 2009, is made and executed between East Court Village, LLC, an Illinois limited liability company, whose address is 211 Fulton Street, Suite 700, Peoria, IL 61602 (referred to below as "Grantor"), and the City of Pekin, an Illinois municipal corporation whose address is 400 Margaret Street, Pekin, IL 61554 (referred to below as "Lender").

1. **Mortgage**. Lender and Grantor have entered into a Mortgage dated August 31, 2001 (the "Mortgage") which has been recorded in Tazewell County, State of Illinois, as follows:

> Recorded September 19, 2001 in the Office of the Tazewell County Recorder
> as Document No. 20010051255

2. **Real Property Description**. The Mortgage covers the following described real property located in Tazewell County, State of Illinois:

> Beginning at an iron pipe at the Southeast corner of the Southwest ¼ of Section 7 Township 24 North, Range 4 West of the Third Principal Meridian and proceeding north 01 degrees 05 minutes 00 seconds West 507.74 feet, thence North 46 degrees 25 minutes 00 seconds East 604.58 feet along the Southeasterly line of Tract 1 per plat Book AA, Page 78, Thence North 89 degrees 22 minutes 00 seconds East 596.03 feet along the south line of the Southeast ¼ of the Southwest ¼ of Section 7 back to the point of beginning. Containing 3.231 acres plus or minus, situated in Tazewell County, State of Illinois.
>
> Tax I.D. No.: 11-11-07-307-007

3. **Modification**. Lender and Grantor hereby modify the Mortgage as follows:

> Section 3 of the Mortgage titled "Secured Debt" is deleted in its entirety and the following is substituted in lieu thereof:

The term “Secured Debt” is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions.
That certain promissory note executed by Mortgagor of even date herewith, in the principal sum of $2,636,200, payable in accordance with the terms and conditions set forth therein, with interest at the rate of six percent (6%) per annum, and maturing on April 30, 2019.

B. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. **Continuing Validity**. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender’s right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers, and endorsers to the note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it.

GRANTOR

East Court Village, LLC, an Illinois limited liability company

By: Cullinan Companies L.L.C.,
Its Manager

By: ______________________________
Its Manager

MAKER

City of Pekin, an Illinois municipal corporation

By: ____________________________
Its _________________________

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, do hereby certify that ___________________________________ personally known to me to be the Manager of Cullinan Companies L.L.C., an Illinois limited liability company ("Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said Company, and further certified that at the time of signing said instrument, he/she was authorized to do so on behalf of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___________ day of ______________, 2009.

____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, do hereby certify that ___________________________________ personally known to me to be the _________________ of City of Pekin, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said City, and further certified that at the time of signing said instrument, he/she was authorized to do so on behalf of said City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___________ day of ______________, 2009.

____
Notary Public

MAIL TAX STATEMENT TO:

East Court Village, LLC
211 Fulton Street, Suite 700
Peoria, IL 61602

AMENDMENT TO
CITY OF PEKIN / EAST COURT VILLAGE II
DEVELOPMENT AGREEMENT

This Amendment to City of Pekin / East Court Village II Development Agreement (“Amendment”) is entered into this ____ day of ___________, 2009, by and between the City of Pekin, Illinois, a municipal corporation (hereinafter referred to as the “City”), and East Court Village II, LLC, an Illinois limited liability company (hereinafter referred to as the “Developer”).

RECITALS

WHEREAS, the City and Developer entered into that certain City of Pekin / East Court Village Development Agreement on December 13, 2004 (the “Agreement”) in regards to the redevelopment of a 20 +/- acre parcel of property located along Court Street and formerly occupied by a Shopko store; and

WHEREAS, to facilitate the redevelopment of the Project and in furtherance of Developer’s other covenants, the City agreed to provide certain assistance as set forth in the Agreement, including providing a Loan to the Developer for purposes of remodeling the building on the Project Site and applying certain tax increments to the repayment of the Loan; and

WHEREAS, the City and Developer desire to amend the terms of the Agreement; and

WHEREAS, the City is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, pursuant to its home rule power, the City proposes to promote the further development of the Project and believes it in the best interest of the citizens of the City to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, the parties agree as follows:

1. Section 3.1.1.3(a) regarding payment of the Loan is hereby deleted in its entirety and the following substituted in lieu thereof:

> The Loan shall be repaid in annual installments as shown on Exhibit C attached hereto and incorporated herein by this reference and shall be paid in full on April 30, 2019.

2. Section 3.1.1.3(b) is amended such that, effective April 30, 2010, Section 3.1.1.3(b) is hereby deleted in its entirety and the following substituted in lieu thereof:

> The tax increment, as described herein (hereinafter "Tax Increment"), shall be used to repay the Loan. The Tax Increment shall be the amount equal to a percentage (in such amount as is set forth below) of the increase in the aggregate amount of taxes paid to the City of Pekin from the 1% sales tax arising from sales by such retailers and servicemen within the Project site; which such percentage shall be calculated as follows:
>
> i) with respect to Dunhams (with whom Developer is currently negotiating) such percentage shall be 40%;
>
> ii) with respect to any other retailer operating within the Project Site as of the date of this Amendment, such percentage shall be 30%;
>
> iii) with respect to any new retailer opening a store within the Project Site prior to April 30, 2010, such percentage shall be 70%;
>
> iv) with respect to any new retailer opening a store within the Project Site between May 1, 2010 and April 30, 2011, such percentage shall be 50%; and
>
> v) with respect to any new retailer opening a store within the Project Site after April 30, 2011, such percentage shall be 30% unless such store is 25,000 square feet or greater in which event such percentage shall be 40%.
>
> If, during the term of this Agreement, a retailer which was doing business in the City of Pekin on January 1, 2009, should relocate to the Project Site, the annual Tax Increment which is applied to the Loan shall be reduced by the amount of sales taxes paid to the City by said relocating retailer or retailers for the one year prior to said retailer's location to the Project site. The Developer shall provide the sales tax reports filed with the State of Illinois (ST-2 form) by each tenant located in the Project to the auditors of the City for the purpose of determining the Tax Increment available for payment of the Loan. Failure to provide such reports by January 31 of

each year will result in the Tax Increment not being available to repay the Loan for that year.

3. Section 3.1.1.3(e) is hereby deleted in its entirety and the following is substituted in lieu thereof:

The Tax Increment shall continue to be given until the earlier of April 30, 2019, or Developer's receipt of Tax Increment in the amount of the principal and interest actually paid on the Loan.

4. The Developer shall be permitted to construct and operate mini-storage facilities along the rear of the Property so long as such construction complies with applicable City zoning requirements.

5. The Developer shall execute and deliver an Extension and Modification of Promissory Note dated February 11, 2005, in the sum of $500,000.00 so that the terms and obligations of the Developer, as set forth in said Promissory Note, are consistent with the terms of this Amendment. The Extension and Modification of Promissory Note is attached hereto as Exhibit 1 and shall be acknowledged by Guarantor, Diane A. Oberhelman.

6. Except as expressly amended hereby, the Agreement and all rights and powers created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection, or clause of the Agreement is modified or deleted by this Amendment, any unaltered provision of such section, subsection, or clause of the Agreement shall remain in full force and effect. However, where any provision of this Amendment conflicts or is inconsistent with this Agreement, the provisions of this Amendment shall control.

7. Terms used herein which are not otherwise defined or modified herein, but which are defined in the Agreement, shall have the meanings therein ascribed to them.

8. This Amendment (a) shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns; (b) may be modified or amended only in writing signed by each party hereto; (c) may be executed by facsimile signatures and several counterparts, and by the parties hereto on separate counterparts and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such counterparts shall constitute one and the same agreement; and (d) embodies the entire amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF PEKIN, ILLINOIS,
an Illinois municipal corporation

By: ______________________________

EAST COURT VILLAGE II, LLC,
an Illinois limited liability company

By: Cullinan Companies L.L.C.,
Its Manager

By: ______________________________
Its Manager

EXHIBIT C

ECV II

2008 Sales Tax	$	190,000
Loan Balance	$	410,000
Interest Rate		6%

Sales Tax/Principal Increase factor	$ -				
	Interest	Principal	Total Payments	EOY Balance	
9/1/2006	$ 38,651	$ 24,562	$ 63,212	$ 480,000	
9/1/2007	$ 28,800	$ 30,000	$ 58,800	$ 450,000	
9/1/2008	$ 27,074	$ 40,000	$ 67,074	$ 410,000	
9/1/2009				$ 434,600	*
4/29/2010	$ -	$ -	$ -	$ 451,984	*
4/30/2010		$ 10,000	$ 10,000	$ 441,984	**
4/30/2011	$ 26,519	$ 25,000	$ 51,519	$ 416,984	
4/30/2012	$ 25,019	$ 30,000	$ 55,019	$ 386,984	
4/30/2013	$ 23,219	$ 35,000	$ 58,219	$ 351,984	
4/30/2014	$ 21,119	$ 40,000	$ 61,119	$ 311,984	
4/30/2015	$ 18,719	$ 50,000	$ 68,719	$ 261,984	
4/30/2016	$ 15,719	$ 55,000	$ 70,719	$ 206,984	
4/30/2017	$ 12,419	$ 62,500	$ 74,919	$ 144,484	
4/30/2018	$ 8,669	$ 70,000	$ 78,669	$ 74,484	
4/30/2019	$ 4,469	$ 74,484	$ 78,953		

NOTES: * Adds interest during period of no payment to outstanding balance.
** Reduces outstanding balance (which includes capitalized interest during period of no payment) for interim payment made on 4/30/10.**

EXHBIIT 1

EXTENSION AND MODIFICATION OF PROMISSORY NOTE

This Extension and Modification of Promissory Note (this "Extension") is made and entered into as of this ______ day of ______________, 2009, by and between East Court Village II, LLC, an Illinois limited liability company ("Maker"), and the City of Pekin, Illinois, a municipal corporation ("Payee").

WITNESSETH

WHEREAS, on February 11, 2005, and pursuant to the terms of that certain City of Pekin / East Court Village II Development Agreement dated December 13, 2004, Maker executed a promissory note ("Note") in the sum of $500,000 and delivered the same to Payee; and

WHEREAS, on ___________, 2009, Maker and Payee entered into that certain Amendment to City of Pekin / East Court Village II Development Agreement whereby Payee agreed to extend the maturity date of the Note to April 30, 2019; and

WHEREAS, Payee and Maker desire to extend and modify the Note so that it is consistent with the terms of the City of Pekin / East Court Village II Development Agreement as amended.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The Note executed by Maker and in favor of Payee on February 11, 2005, is hereby extended such that the principal and all accrued, unpaid interest shall be paid in full on or before April 30, 2019 (the "Extended Maturity Date").

2. Payment of principal and interest shall take place on the schedule attached hereto as Exhibit A and incorporated herein by this reference.

3. Except as modified by this Extension, all terms and conditions set forth in the Note shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

PAYEE:

CITY OF PEKIN, ILLINOIS,
an Illinois municipal corporation

By: ______________________________

MAKER:

EAST COURT VILLAGE II, LLC,
an Illinois limited liability company

By: Cullinan Companies L.L.C.,
Its Manager

By: ______________________________
Its Manager

Diane A. Oberhelman, as Guarantor of the Promissory Note, does hereby acknowledge and agree to the Extension and Modification as set forth in this instrument.

____
Diane A. Oberhelman

EXHIBIT A

ECV II

2008 Sales Tax	$	190,000
Loan Balance	$	410,000
Interest Rate		6%

Sales Tax/Principal Increase factor	$ -				
	Interest	Principal	Total Payments	EOY Balance	
9/1/2006	$ 38,651	$ 24,562	$ 63,212	$ 480,000	
9/1/2007	$ 28,800	$ 30,000	$ 58,800	$ 450,000	
9/1/2008	$ 27,074	$ 40,000	$ 67,074	$ 410,000	
9/1/2009				$ 434,600	*
4/29/2010	$ -	$ -	$ -	$ 451,984	*
4/30/2010		$ 10,000	$ 10,000	$ 441,984	**
4/30/2011	$ 26,519	$ 25,000	$ 51,519	$ 416,984	
4/30/2012	$ 25,019	$ 30,000	$ 55,019	$ 386,984	
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4/30/2014	$ 21,119	$ 40,000	$ 61,119	$ 311,984	
4/30/2015	$ 18,719	$ 50,000	$ 68,719	$ 261,984	
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4/30/2018	$ 8,669	$ 70,000	$ 78,669	$ 74,484	
4/30/2019	$ 4,469	$ 74,484	$ 78,953		

NOTES: *** Adds interest during period of no payment to outstanding balance.**
**** Reduces outstanding balance (which includes capitalized interest during period of no payment) for interim payment made on 4/30/10.**

REQUEST FOR COUNCIL ACTION

To: **Council Members**

CC: **Dennis Kief, Sue McMillan, Angie Evans, & City Attorney**

From: **Joe Wuellner**

AGENDA ITEM: IDOT Local Agency Agreement for Federal Participation – Parkway Pavement Rehabilitation

AGENDA DATE REQUESTED: July 13, 2009

ACTION REQUESTED: Approve the agreement with IDOT for Federal Participation to Mill & Overlay Parkway from Court Street to Willow Street utilizing stimulus funds.

BACKGROUND: As part of the American Recovery and Reinvestment Act (ARRA), the City of Pekin received $432,276 to accomplish improvements to infrastructure. The project selected was to mill and overlay the portion of Parkway Drive from Court to Willow. This work will be accomplished in the spring of 2010 and the cost to the City of Pekin will be roughly $18,000.

I recommend that this agreement be signed and returned to IDOT.

FINANCIAL IMPACT: $18,000 from MFT funds.

NEIGHBORHOOD CONCERNS: Improve road quality and safety

IMPACT IF APPROVED: Project can go as scheduled for the September IDOT letting

IMPACT IF DENIED: Project cancelled and ARRA funding lost

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director	Joseph Wuellner	4/18/09
		Date
Finance Department	Angela Evans	6-18-08
	(Certification of Availability of Funds)	Date
Corporation Counsel		
	(Certification of Review)	Date
City Manager		
		Date

Illinois Department of Transportation **Local Agency Agreement for Federal Participation**	Local Agency City of Pekin	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 09-00178-00-RS	Fund Type ARU		ITEP Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-107-09	ARA-5093(140)				

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

Location

Local Name Parkway Dr Route FAU 6711 Length 0.91 miles

Termini From Willow Street (Sta. 60+43) to Court Street (Sta 3+00)

Current Jurisdiction City of Pekin Existing Structure No N/A

Project Description

Milling and resurfacing of the existing roadway.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	432,276	(*)		( )	17,724	(BAL)	450,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
TOTAL	$ 432,276		$		$ 17,724		$ 450,000

* 100% ARU Funds NTE $432,276

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

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of **LA** Obligation) ______________

METHOD B--- ______________ Monthly Payments of ______________

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

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

Agreement Provisions

THE LA AGREES:

(1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

(11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

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

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

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

(c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.

(23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) (Single Audit Requirements) That if the **LA** receives $500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than $500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

(1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.

(2) This Agreement shall be binding upon the parties, their successors and assigns.

(3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.

(4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Rusty Dunn

Title Mayor of the City of Pekin
County Board Chairperson/Mayor/Village President/etc.

Signature ____________________

Date ____________________

TIN Number 37-6002169

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

APPROVED State of Illinois
Department of Transportation

____
Gary Hannig, Secretary of Transportation Date

By: ____________________
(Delegate's Signature)

____
(Delegate's Name – Printed)

____
Christine M. Reed, Director of Highways/Chief Engineer Date

____
Ellen J. Schanzle-Haskins, Chief Counsel Date

____
Ann L. Schneider, Director of Finance and Administration Date

REQUEST FOR COUNCIL ACTION

To: **Honorable Mayor and Members of the City Council**

CC: **Sue McMillan, City Clerk**

From: **Dennis Kief, City Manager (07/07/09)**

AGENDA ITEM: Resolution To Adopt IMRF Early Retirement Incentive and Amortization Period

AGENDA DATE REQUESTED: July 13, 2009

ACTION REQUESTED: Approval of Resolution

BACKGROUND: *2 years ago the City Council set a number of priorities. As a part of the matrix of priorities, the item of "Succession Planning/Restructuring" was rated high on that list. The majority of the City Council appears supportive of consolidating the City's structure. Most of this restructuring will be occur the result of not replacing or consolidating positions as retirements occur. A mechanism to accelerate this "consolidation through attrition" is the IML's ERI program.*

In the case of the City of Pekin, active employees have most of their medical insurance paid for by the City. However, when they retire, that financial burden shifts to the individual. When Police and Fire employees retire after 20 years of service their pension is 50% of their last year's pay. Conversely, all other City employees (Teamsters and non-bargaining unit) receive 35% through the IMRF. IMRF has put together an ERI (Early Retirement Incentive) Program that enables IMRF employees to be able to get a pension closer to that of the Police and Fire. The employee at their cost has the ability to purchase up to 5 years of service time. That 5 years counts as an additional 2% per year of service time. Therefore that same IMRF employee that would have received a 35% pension would receive 45%.

Some individuals have expressed an interest in retiring sooner than later if the ERI was made available. Below is information regarding the viability of the program, specifically in restructuring and saving the City ongoing personnel costs. There are 23 IMRF employees eligible for the IMRF ERI. However, due to the high cost of retiree health insurance coupled with the fact that employees have to buy their additional service, for most eligible employees the ERI is not a viable option. Employees do not have to commit to the plan and in fact can opt into the plan anytime during CY2010 (1/1/10-12/31/10).

CITY EMPLOYEES RETIREMENT INFO

All full-time City employees are entitled to pensions should they meet the applicable requirements of the respective programs:
The Police Pension Fund covers the Police Department.
The Fire Pension Fund covers the Fire Department.
IMRF covers all of the Non-Bargaining Unit and Teamster employees.

PENSION COMPARISONS

Police Pension

50 Years of Age and @ 20 Years of Service = Pension = 50% Salary

Fire Pension
50 Years of Age and @ 20 Years of Service = Pension = 50% Salary
IMRF Pension
55 Years of Age and @ 20 Years of Service = Pension = 35% Salary

IMRF Early Retirement Incentive Program

To be eligible to retire under ERI, a member must be at least 55 years old and have 20 or more years of IMRF service credit by their date of retirement. For each year (5 years maximum) of service credit the member purchases, he or she will pay 4.5% of their highest 12 months of salary.

IMRF Pension @ 20 Years of Service with ERI = 45% Salary

IMRF ERI Actuarial Analysis 1 Year Beginning 1/1/2010
23 IMRF Employees Would Be Eligible = $1,820,988 Total Liability
If Paid over 5 Years (4%/year interest) = $2,182,357
[Similarly, Benefit Package also likely to increase by 4%]

Best Estimate of 6 equals 37% of eligible participant's ERI costs):
Position Savings due to Restructuring = $212,172 First Year
Assume 6 Retire for Comparison Sake = $680,272/5 Years = $136,054/Year
City Budget Savings from ERI for These 6 Employees = $76,118 First Year City Savings

Annual cost comparisons are based on what the savings is on salary reductions versus ERI costs to the City. The ERI cost goes away after 5 years while the salary savings go on.

FINANCIAL IMPACT: Initial increase in annual IMRF pension costs, but offset by consolidation of positions.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: IMRF Employees would be eligible during Calendar Year 2010.

IMPACT IF DENIED: Some IMRF employees would likely delay retirements

ALTERNATIVES: Individual employee contracts

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with the Strong Foundation theme

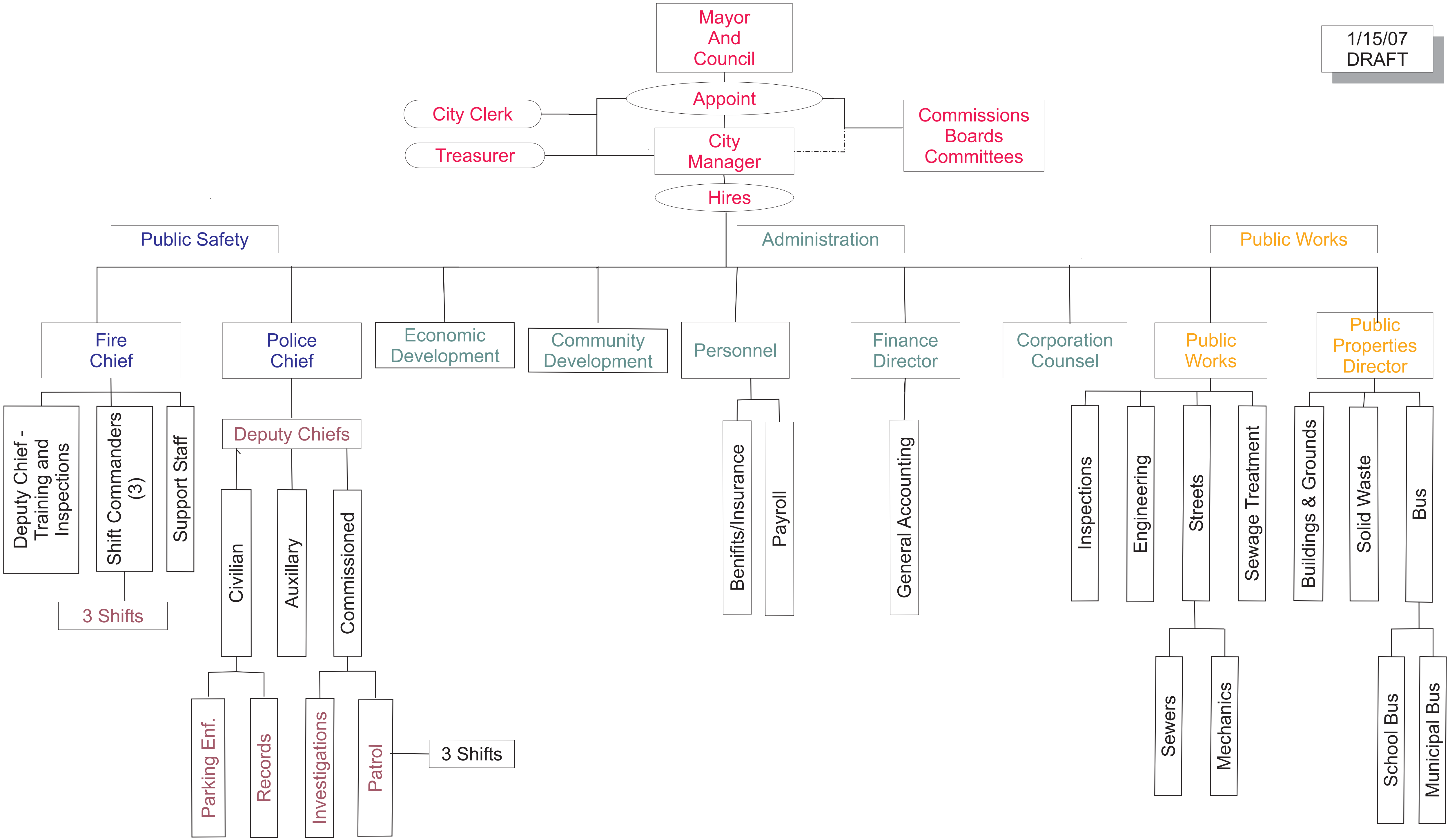
REQUIRED SIGNATURES

Department Director ______________________________
Date

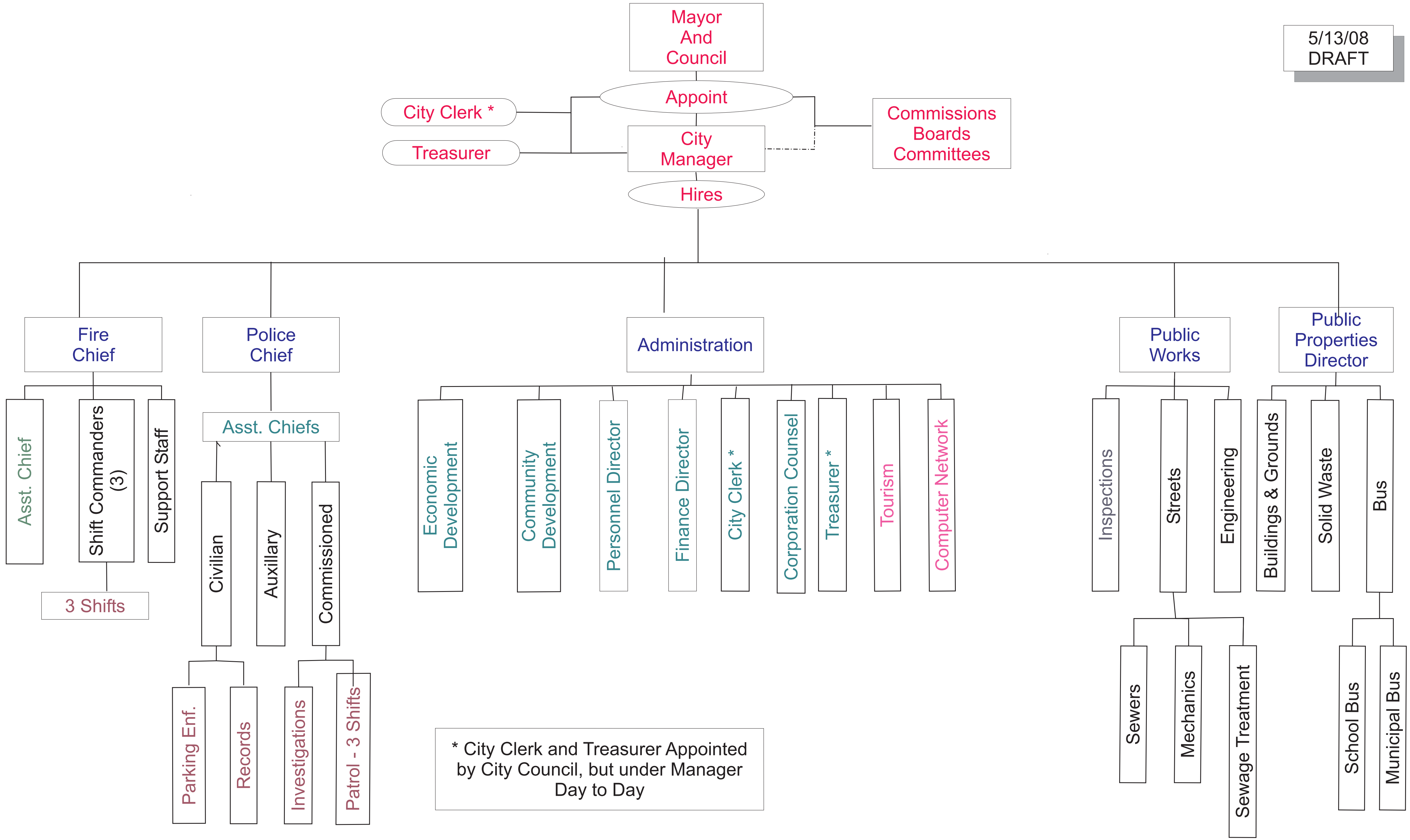
Finance Department ______________________________
(Certification of Availability of Funds) Date

Corporation Counsel ______________________________
(Certification of Review) Date

City Manager ______________________________
Date



1/15/07
DRAFT
Mayor And Council
Appoint
City Clerk
Treasurer
City Manager
Commissions Boards Committees
Hires
Public Safety
Administration
Public Works
Fire Chief
Police Chief
Economic Development
Community Development
Personnel
Finance Director
Corporation Counsel
Public Works
Public Properties Director
Deputy Chief - Training and Inspections
Shift Commanders (3)
Support Staff
3 Shifts
Deputy Chiefs
Civilian
Auxillary
Commissioned
Parking Enf.
Records
Investigations
Patrol
3 Shifts
Benifits/Insurance
Payroll
General Accounting
Inspections
Engineering
Streets
Sewage Treatment
Buildings & Grounds
Solid Waste
Bus
Sewers
Mechanics
School Bus
Municipal Bus


5/13/08
DRAFT
Mayor And Council
Appoint
City Clerk *
Treasurer
City Manager
Commissions Boards Committees
Hires
Fire Chief
Asst. Chief
Shift Commanders (3)
Support Staff
3 Shifts
Police Chief
Asst. Chiefs
Civilian
Auxillary
Commissioned
Parking Enf.
Records
Investigations
Patrol - 3 Shifts
Administration
Economic Development
Community Development
Personnel Director
Finance Director
City Clerk *
Corporation Counsel
Treasurer *
Tourism
Computer Network
Public Works
Inspections
Streets
Engineering
Sewers
Mechanics
Sewage Treatment
Public Properties Director
Buildings & Grounds
Solid Waste
Bus
School Bus
Municipal Bus
* City Clerk and Treasurer Appointed by City Council, but under Manager Day to Day

SUGGESTED FORM OF RESOLUTION TO ADOPT IMRF EARLY RETIREMENT INCENTIVE

IMRF Form 6.77 (06/08) **See notes on back regarding ERI Cost Estimates and Dissolutions**

PLEASE ENTER
Employer IMRF I.D. Number 03378

RESOLUTION
Number ____________

WHEREAS, Section 7-141.1 of the Illinois Pension Code provides that a participating employer may elect to adopt an early retirement incentive program offered by the Illinois Municipal Retirement Fund by adopting a resolution or ordinance; and

WHEREAS, the goal of adopting an early retirement program is to realize a substantial savings in personnel costs by offering early retirement incentives to employees who have accumulated many years of service credit; and

WHEREAS, IMRF has prepared an actuarial estimate of the cost of an early retirement incentive program for the City of Pekin (EMPLOYER NAME) and the additional liability creatd by the early retirement incentive is estimated to be $ 1,820,988; and

WHEREAS, the City Council (BOARD, COUNCIL, ETC.) has reviewed the cost estimate and determined that the adoption of an early retirement incentive is in the best interests of the City of Pekin (EMPLOYER NAME); therefore be it

RESOLVED by the City Council (BOARD, COUNCIL, ETC.) of the City of Pekin (EMPLOYER NAME) that:

(1) The City of Pekin (EMPLOYER NAME) does hereby adopt the Illinois Municipal Retirement Fund early retirement incentive program as provided in Section 7-141.1 of the Illinois Pension Code. The early retirement incentive program shall take effect on January 1, 2010 (DATE).

(2) In order to help achieve a true cost savings, an employee who retires under the early retirement incentive program shall lose those incentives if he or she later accepts employment with any IMRF employer in any position. (**Exception**: employee can hold an elected position if he/she chooses to not participate in IMRF *and* the pension is not based on any service earned in that position during any term of office.)

(3) In order to utilize an early retirement incentive as a budgeting tool, the City of Pekin (EMPLOYER NAME) will use its best efforts either to limit the number of retiring employees replaced or to limit the salaries paid to the replacement employees.

(4) The effective date of each employee's retirement under this early retirement incentive program shall be set by City of Pekin (EMPLOYER NAME) and shall be no earlier than the effective date of the program and no later than one year after that effective date; except that the employee may require that the retirement date set by the employer be no later than the June 30 next occurring after the effective date of the program and no earlier than the date upon which the employee qualifies for retirement.

(5) To be eligible for the early retirement incentive under this Section, the employee must have attained age 50 and have at least 20 years of creditable service by his or her retirement date; and

(6) As of the date of the adoption of this Resolution, the City Council (BOARD, COUNCIL, ETC) is ( ) is not (✓) aware of the pending dissolution of City of Pekin (EMPLOYER NAME).

(Note: Failure to disclose a potential dissolution shall void this Resolution. If the Board, Council, etc. is aware of the pending dissolution of the IMRF employer, then the successor unit(s) of local government must approve the adoption of the early retirement incentive in order for this Resolution to be effective. If there is no successor, submit your resolution for approval from the IMRF Board of Trustees.)

(7) The City Clerk (CLERK OR SECRETARY) shall promptly file a certified copy of this resolution (ordinance) with the Board of Trustees of the Illinois Municipal Retirement Fund.

CERTIFICATION

I, Sue McMillan (NAME) the City Clerk (CLERK OR SECRETARY) of the City of Pekin (EMPLOYER NAME) of the County of ____________ (COUNTY), State of Illinois, do hereby certify that I am the keeper of the books and records of the ____________ (EMPLOYER NAME) and that the foregoing is a true and correct copy of a resolution (ordinance) ____________ (ORDINANCE) duly adopted by the City Council (BOARD, COUNCIL, ETC.) at a meeting duly convened and held on the 13th day of July, 2009.

If applicable, I further certify that this Resolution has been submitted to the successor unit(s) of local government and that said unit(s) of local government has/have adopted a resolution approving the adoption of the early retirement incentive for the City of Pekin (EMPLOYER NAME).

A copy of the approval resolution is attached hereto.

SEAL

____
CLERK OR SECRETARY OF THE BOARD

ERI cost estimates

- When an employer submits the ERI resolution to IMRF, it should include a copy of the cost estimate for the period of the adopted ERI.

- Contact your IMRF Field Representative to request a cost estimate. Your local Field Representative will be able to calculate the annual increased pension costs. The cost estimate will be completed at no charge to the employer.

- If an employer submits the ERI resolution without a cost estimate:
  — IMRF will not implement the program, and
  — The employer will need to both conduct the cost estimate and adopt a second resolution.

Dissolutions

- If an employer is dissolving and its IMRF assets and liabilities will be transferred to:

  One successor unit of government—the dissolving employer must provide the ERI Cost Study to the successor, and the successor must also approve the ERI. A copy of the successor unit's resolution approving the ERI must be available to IMRF upon request.

  More than one successor unit of government—the dissolving employer must provide the ERI Cost Study to each successor, and a majority of the successors must approve the ERI. Copies of the successor units' resolutions approving the ERI must be available to IMRF upon request.

  No successor unit of government and the law does not specify responsibility for the IMRF assets and obligations—the IMRF Board of Trustees must approve the ERI.

- If a dissolving employer submits the ERI resolution without approval by successor unit(s) of local government or without a request for IMRF Board of Trustee approval when no successors exist, IMRF will not implement the ERI program.

- If IMRF is unaware that these requirements were not met and pays an ERI enhanced pension to a member who:

  —Retired at age 55 or older (age 50 for SLEP and SLEP ECO), the member will lose the ERI enhancements and be required to pay IMRF the difference between the ERI enhanced pension and the pension he or she would have received without the ERI—less the amount he or she paid for the ERI.

  —Retired at less than age 55 under Regular IMRF, the member will be required to repay IMRF for all pension payments received—less the amount paid for the ERI.

SUGGESTED FORM OF RESOLUTION TO ADOPT AMORTIZATION PERIOD FOR IMRF EARLY RETIREMENT INCENTIVE

IMRF Form 6.78 (7/2003)

PLEASE ENTER Employer IMRF I.D. Number 03378

RESOLUTION

Number ______________

WHEREAS, on July 13, 2009 (DATE) the City Council (BOARD, COUNCIL, ETC.) of the City of Pekin (EMPLOYER NAME) adopted Resolution (Ordinance) No________ which established an early retirement incentive (incentive) through the Illinois Municipal Retirement Fund for its employees; and,

WHEREAS, Section 7-141.1 of the Illinois Pension Code provides that a participating employer may select an amortization period for the actuarial costs of the incentive which may be no greater than 10 years; and,

WHEREAS, the City of Pekin (EMPLOYER NAME) is prohibited from adopting a subsequent incentive until the actuarial costs of the previous programs are paid.

RESOLVED (ORDAINED) by the City Council (BOARD, COUNCIL, ETC.) of the City of Pekin (EMPLOYER NAME) that the City Council (EMPLOYER NAME) does hereby request the Illinois Municipal Retirement Fund to amortize the cost of the incentive over a period of 5 (NUMBER) years.

CERTIFICATION

I, Sue McMillan (NAME), the City Clerk (CLERK OR SECRETARY) of the City of Pekin (EMPLOYER NAME) of the County of Tazewell (COUNTY), State of Illinois, do hereby certify that I am the keeper of the books and records of the City of Pekin (EMPLOYER NAME) and that the foregoing is a true and correct copy of a resolution (ordinance) duly adopted by the City Council (BOARD, COUNCIL, ETC.) at a meeting duly convened and held on the 13th day of July 13, 2009, 20 09.

SEAL

____
CLERK OR SECRETARY OF THE BOARD

REQUEST FOR COUNCIL ACTION

To: Mayor Rusty Dunn and Members of the City Council

CC: Dennis Kief, City Manager and Sue McMillan, City Clerk

From: Greg Ranney, Supt. of Transportation and Solid Waste

AGENDA ITEM: Receive information on expanding the School Bus operation, discussion and direction

AGENDA DATE REQUESTED: July 13, 2009

ACTION REQUESTED: To give the City Manager and myself authority to negotiate a contract with Hoyle Transportation and Frank Hoyle to purchase the operations in the amount of $300,000 and become an expansion to the school bus department for the City of Pekin.

BACKGROUND: The City of Pekin has provided school bus transportation since the early 1960's. Currently more than 2,400 students are transported on a daily basis. The city could expand our operation by acquiring the Hoyle Transportation Company. This would allow the city to continue to provide great service while also keeping the cost of transportation down substantially for both school districts and our taxpayers.

FINANCIAL IMPACT: Additional revenue to the City of Pekin even after $300,000 acquisition.

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: Additional revenue to the City of Pekin

IMPACT IF DENIED: Lack of additional revenues along with the cost to the school districts and to our residents/taxpayers to be increased substantially

ALTERNATIVES: Another company providing the service and increasing the costs

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Continued intergovernmental cooperation between the school districts and the City of Pekin

REQUIRED SIGNATURES

Department Director __________________________________
Date

Finance Department __________________________________
(Certification of Availability of Funds) Date

Corporation Counsel __________________________________
(Certification of Review) Date

City Manager __________________________________
Date

Transportation and Solid Waste Department

July 13, 2009

Mr. Kief, Mayor & Council.

Enclosed are several reports that explain the practicality of why the City of Pekin provides school bus transportation for Pekin Public School District 108 and 303. The City of Pekin began transporting students in the 1960's. Presently over 2, 400 students are transported by 60 front line and spare buses, traveling over 266,917 miles per year. With the addition of the Hoyle portion we would have over 3,015 students transported in 188 vehicles traveling over 556,854 miles per year. It is a very pretty busy day. As made clear by the report created by Mr. Wolf for this transportation system for the last eight years the city has done well from operating the school bus system. This report only represents the past seven years. If you go back fifteen or twenty years you would see operational short falls that school bus funds were transferred to. Even greater than that however is the report I provided on the savings in the past three years for district 108. We are currently in the third year of the contract, and over this three year period approximately $1,316,000.00 has been saved for the district and residents of our community. This amount does not include district 303, but one can imagine the additional savings. The costs for the Hoyle Transportation contract versus the Laidlaw costs also shows savings to the district while the Hoyle contract also brings in revenue for the provider. I am acquainted with many of the Hoyle drivers, and I know our drivers and monitors well. They are residents of Pekin; they are moms, dads, grandmas and grandpas who care very much for the safety of the students. They care about each student they transport. These people are not contractors worried about making a profit; they are only concerned about the safe transportation of the students to and from school every day. For these reasons I believe it is important that you, the Mayor and council give much consideration to ensure the students of our community continue with the safe ride to school along with saving taxpayers for providing the service. Please contact me with any questions or concerns that arise.

Sincerely,

Greg Ranney

CITY OF PEKIN
SCHOOL BUS FINANCIAL HISTORY/ANALYSIS
YEARS ENDED 4/30/02 THROUGH 4/30/09

Account Description	4/30/02	4/30/03	4/30/04	4/30/05	4/30/06	4/30/07	4/30/08	4/30/09
	Years ended							
venues	$ 1,346,275	$ 1,204,125	$ 1,148,732	$ 1,383,403	$ 1,334,417	$ 1,469,415	$ 1,527,019	$ 1,861,232
sonnel costs	(459,244)	(578,273)	(627,052)	(587,723)	(591,222)	(625,344)	(719,916)	(738,866)
ner operating exp.	(439,991)	(384,835)	(338,233)	(265,972)	(362,301)	(341,399)	(494,960)	(510,314)
preciation	(97,855)	(98,350)	(98,311)	(101,613)	(109,056)	(112,995)	(115,837)	
erating income	349,185	142,667	85,136	428,095	271,838	389,677	196,306	612,052
ner income/invest. earn., etc.	14,332	8,912	717	2,786	6,204	8,391	27,425	13,858
ansfers in (out)	-	(600,000)	(57,700)	(128,000)	(181,810)	-	(44,772)	(17,160)
t income (loss)	363,517	(448,421)	28,153	302,881	96,232	398,068	178,959	608,750
sh from operations	$ 369,110	$ 146,719	$ 79,669	$ 432,222	$ 279,884	$ 402,320	$ 228,477	$ 612,052
ansfers out	-	(600,000)	(57,700)	(128,000)	(181,810)	-	(44,772)	(17,160)
epreciation-noncash	97,855	98,350	98,311	101,613	109,056	112,995	115,837	
quisition of property & equip.	-	(130,500)	(89,000)	(87,800)	(103,000)	(96,600)	(149,200)	
ale of proerty & equipment	(140,100)							
counts receivables incr. (decr.)	-	-	-	-	(112,254)	(5,446)	109,144	
ash/Invest., beginning of year	372,040	698,905	213,474	244,754	562,789	554,665	967,934	967,934
ash/Invest., end of year	698,905	213,474	244,754	562,789	554,665	967,934	1,227,420	1,151,118
cquistion of property & equip.	-	130,500	89,000	87,800	103,000	96,600	149,200	-
ales of property & equipment	140,100	-	-	-	-	-	-	-
roperty & equip., beg. of year	1,907,819	2,047,919	2,178,419	2,267,419	2,355,219	2,458,219	2,554,819	2,704,019
roperty & equip., end of year	2,047,919	2,178,419	2,267,419	2,355,219	2,458,219	2,554,819	2,704,019	2,704,019

1,029,442

CITY OF PEKIN
SCHOOL BUS FUND
REVENUES AND EXPENDITURES
FOR THE YEARS 2000-2009

	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000
erating Revenue	1,755,472	1,527,019	1,469,415	1,334,417	1,383,403	1,148,732	1,204,125	1,346,275	769,416	869,927
rsonal Services	694,113	719,916	625,344	591,222	587,723	627,052	578,273	459,244	396,882	412,493
	39.5%	47.1%	42.6%	44.3%	42.5%	54.6%	48.0%	34.1%	51.6%	47.4%
pplies	1,720	2,127	1,896	2,362	1,731	1,421	1,904	1,837	2,063	3,614
her Charges & Services	443,547	492,833	339,503	359,938	264,241	336,812	382,931	438,154	347,422	356,419
epreciation	est 118,000	115,837	112,995	109,056	101,613	98,311	98,350	97,855	97,740	90,389
Total Operating Expenses	1,257,380	1,330,713	1,079,738	1,062,579	955,308	1,063,596	1,061,458	997,090	844,107	862,915
	71.6%	87.1%	73.5%	79.6%	69.1%	92.6%	88.2%	74.1%	109.7%	99.2%
vestment Earnings	13,856	27,425	8,391	6,204	2,786	717	8,912	14,332	23,575	16,178
ansfer Out	17,160	44,772	-	181,810	128,000	57,700	600,000	-	-	-
Transfer In	105,760									
et Income <loss>	600,548	178,959	398,068	96,232	302,881	28,153	<448,421>	363,517	<51,116>	23,190

1997 The City of Pekin was the only bidder, but was sent out by Guy Cahill the Finance Director to several contractors. This was a five year contract. In 2002 Four contractors attended the prejob. One contractor did not respond at all. Laidlaw sent a letter dated April 11, 2002 that at this time they would not bid the contract. That left Hoyle and the City of Pekin won a five year contract 2002 - 2007. Matt Wilkinson again bid in 2007 -2012.

Below are the results of those bids.

	Laidlaw	Pekin	Area I	
2008	$ 816,023.00	$ 665,800.00	$ 150,223.00	Year 1 Savings Area (1)
2009	$ 840,520.00	$ 682,446.00	$ 158,074.00	Year 2 Savings Area (1)
2010	$ 865,743.00	$ 699,507.00	$ 166,236.00	Year 3 Savings Area (1)
	Laidlaw	**Hoyle**	**Area 2**	
2008	$ 192,795.00	$ 195,188.00	-$2,393.00	Year 1 Savings Area (2)
2009	$ 198,354.00	$ 201,050.00	-$2,696.00	Year 2 Savings Area (2)
2010	$ 204,537.00	$ 207,068.00	-$2,531.00	Year 3 Savings Area (2)
	Laidlaw	**Pekin**	**Area 3**	
2008	$ 74,058.00	$ 44,354.00	$ 29,704.00	Year 1 Savings Area (3)
2009	$ 75,690.00	$ 45,463.00	$ 30,227.00	Year 2 Savings Area (3)
2010	$ 77,371.00	$ 46,598.00	$ 30,773.00	Year 3 Savings Area (3)
	Laidlaw	**Hoyle**	**Area 4**	
2008	$ 385,337.00	$ 325,330.00	$ 60,007.00	Year 1 Savings Area (4)
2009	$ 394,964.00	$ 335,761.00	$ 59,203.00	Year 2 Savings Area (4)
2010	$ 404,879.00	$ 346,505.00	$ 58,374.00	Year 3 Savings Area (4)
	Laidlaw	**Pekin**	**Area 5**	
2008	$ 437,733.00	$ 265,106.00	$ 172,627.00	Year 1 Savings Area (5)
2009	$ 447,034.00	$ 271,734.00	$ 175,300.00	Year 2 Savings Area (5)
2010	$ 456,625.00	$ 278,530.00	$ 178,095.00	Year 3 Savings Area (5)
	Laidlaw	**Pekin**	**Area 6**	
2008	$ 12,973.00	$ 10,582.00	$ 2,391.00	Year 1 Savings Area (6)
2009	$ 13,363.00	$ 10,847.00	$ 2,516.00	Year 2 Savings Area (6)
2010	$ 13,763.00	$ 11,118.00	$ 2,645.00	Year 3 Savings Area (6)
	Laidlaw	**Pekin**	**Area 7**	
2008	$ 81,603.00	$ 66,531.00	$ 15,072.00	Year 1 Savings Area (7)
2009	$ 84,213.00	$ 68,194.00	$ 16,019.00	Year 2 Savings Area (7)
2010	$ 86,571.00	$ 69,899.00	$ 16,672.00	Year 3 Savings Area (7)

Total Savings 1st Year All Areas	$ 427,631.00
Total Savings 2nd Year All Areas	$ 438,643.00
Total Savings 3rd Year All Areas	$ 450,264.00
Pekin Total Savings	$ 1,146,574.00
Hoyle Total Savings	$ 169,964.00
Total Savings 3rd Year All Areas	$ 1,316,538.00

We Have Option Years 11 & 12 With The Same Type Savings

Educate. Advocate. Empower.

June 17, 2009

Mr. Greg Ranney
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Re: Additional Bus Exposure

Dear Mr. Ranney:

Over the course of the last year, the City of Pekin and the Illinois Municipal League Risk Management Association have been in discussion regarding the City of Pekin taking over the remaining portions of the bus related operations involving the Pekin School District. As you know, this bus exposure is unique to municipal operations. We have been in discussion with our reinsurance carrier and they have agreed to allow this with an additional annual contribution amount of $75,000.

It is our understanding that the City of Pekin will take over all school bussing routes and in addition will provide transportation to and from sporting events as well. There is to be no chartering to other locations outside of school activities. Please advise us as to when this transition may take place.

Thank you for your continued membership in the Illinois Municipal League Risk Management Association. If you need further assistance, please contact me at 217-525-1220.

Sincerely,

Susan K. Jaynes

Susan K. Jaynes

cc: Dennis Kief, City Manager
Angie Evans, Risk Management Coordinator

SCHOOL TRNSPORTATION 407 SO THIRD ST PEKIN, ILLINOIS
AR 2008

LY TOTALS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL AMOUNTS
ECEIVED	$ 129,583.57	$ 141,776.79	$ 149,328.38	$ 131,793.71	$ 172,259.77	$ 124,218.28	$ 18,849.41	$ 58,076.49	$ 75,808.78	$ 173,449.70	$ 184,857.60	$ 146,909.91	$ 1,506,912.39
OLL	$ 53,918.00	$ 61,157.00	$ 58,810.00	$ 53,085.00	$ 92,676.00	$ 22,727.00	$ 27,723.00	$ 24,395.00	$ 58,155.00	$ 99,478.00	$ 66,872.00	$ 56,690.00	$ 676,686.00
LICENCE	$ 6,907.95	$ 4,923.12	$ 4,933.59	$ 7,213.96	$ 5,467.54	$ 3,839.62	$ 4,577.37	$ 2,211.90	$ 4,917.11	$ 6,424.80	$ 5,645.36	$ 7,344.99	$ 64,407.31
RS TO EQUIPMENT	$ 511.74	$ 4,198.17	$ 2,489.99	$ 85.00	$ 3,735.74	$ 1,558.16	$ 200.00	$ 1,193.21	$ 4,111.45	$ 631.76	$ 1,988.54	$ 5,897.87	$ 26,599.63
IES	$ 1,164.19	$ 1,592.56	$ 1,686.60	$ 958.87	$ 1,260.55	$ 942.04	$ 890.25	$ 859.18	$ 1,095.92	$ 921.46	$ 1,037.02	$ 1,148.74	$ 13,557.38
OPERATING-SUPPLIES	$ 71.26	$ 364.28	$ 299.20	$ 87.28	$ 573.54	$ 389.97	$ 81.55	$ 59.48	$ 356.54	$ 132.29	$ 203.97	$ 116.35	$ 2,735.71
RTISING	$ 600.00	$ 472.69	$ 697.50	$ 225.00	$ 400.00	$ 502.50	$ 934.00	$ 540.00	$ 484.50	$ 635.00	$ 273.50	$ 700.00	$ 6,464.69
ANCE	$ 1,732.89	$ 1,732.89	$ 26,834.86	$ 1,956.86	$ 20,220.86	$ 14,156.86	$ 14,174.36	$ 14,413.70	$ 15,117.70	$ 15,117.70	$ 15,117.70	$ 15,117.70	$ 155,694.08
EXPENCE	$ 2,261.73	$ 1,249.32	$ 1,201.13	$ 2,574.87	$ 940.07	$ 966.46	$ 917.37	$ 1,879.27	$ 1,518.89	$ 4,621.81	$ 4,579.89	$ 1,500.16	$ 21,210.77
S	$ 2,198.98	$ 2,649.65	$ 5,492.69	$ 1,555.38	$ 2,079.51	$ 1,622.57	$ 1,038.12	$ 5,474.89	$ 3,862.63	$ 6,336.25	$ 4,122.10	$ 4,477.05	$ 40,909.82
OIL-ETC	$ 18,077.55	$ 19,762.52	$ 22,496.33	$ 16,582.18	$ 27,945.22	$ 23,761.85	$ 9,241.63	$ 11,585.09	$ 11,909.12	$ 24,370.77	$ 23,020.33	$ 10,910.81	$ 219,663.40
OUT-TOTAL-AMOUNT	$ 87,444.29	$ 98,102.20	$ 124,941.89	$ 84,324.40	$ 155,299.03	$ 70,467.03	$ 59,777.65	$ 62,611.72	$ 101,528.86	$ 155,669.64	$ 122,858.41	$ 103,903.67	$ 1,226,928.79
SS PROFIT	$ 42,139.28	$ 43,674.59	$ 24,386.49	$ 47,469.21	$ 16,960.74	$ 53,751.25	$ (40,928.24)	$ (4,535.23)	$ (25,719.98)	$ 17,780.06	$ 61,999.19	$ 43,006.24	$ 279,983.60

CASH RECEIVED
PAYROLL $526,800
TAX & LICENCE
REPAIRS-TO-EQUIP $200,00
VMF mechanics & parts
UTILITIES $10,000
MISC-OPER-SUPPLIES $10,000
ADVERTISING
INSURANCE $75,000
MISC-EXPENCE
PARTS
GAS-OIL-ETC $200,00
PAID-OUT-TOTAL-AMOUNT
GROSS PROFIT

Used Buses $100,0
Special Ed Supr. $50,0
New Garage-Bus $150,0
$1,321,800

DRAFT

HOYLE SCHOOL TRNSPORTATION 407 SO THIRD ST PEKIN, ILLINOIS
TAX YEAR 2007

MONTHLY TOTALS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL AMOUNTS	
CASH RECEIVED	$ 117,954.15	$ 136,058.98	$ 154,127.99	$ 93,196.36	$ 199.413.36	$ 137,638.66	$ 18,340.96	$ 57,370.90	$ 51,339.44	$ 180,349.44	$ 159,850.86	$ 150,642.35	$ 1,456,281.45	CASH RECEIVED
PAYROLL	$ 53,272.00	$ 56,955.00	$ 59,923.00	$ 49,533.00	$ 65,209.00	$ 51,616.00	$ 28,765.00	$ 27,055.00	$ 59,788.00	$ 62,326.00	$ 88,467.00	$ 58,831.00	$ 661,740.00	PAYROLL
TAX & LICENCE	$ 6,551.22	$ 4,868.90	$ 4,983.48	$ 7,888.20	$ 5,300.33	$ 3,153.29	$ 8,250.62	$ 2,636.29	$ 6,008.63	$ 6,284.69	$ 5,374.79	$ 6,995.90	$ 64,996.22	TAX & LICENCE
REPAI RS TO EQUIPMENT	$ 941.56	$ 1,054.71	$ 1,878.18	$ 4,063.32	$ 873.11	$ 1,333.73	$ 575.00	$ 1,490.01	$ 1,819.46	$ 4,003.89	$ 3,883.08	$ 1,066.95	$ 22,973.02	REPAIRS-TO-EQUIP
UTILITIES	$ 1,041.85	$ 1,572.42	$ 1,839.11	$ 989.15	$ 893.91	$ 760.05	$ 767.74	$ 1,066.31	$ 786.53	$ 855.32	$ 955.39	$ 1,376.69	$ 12,904.47	UTILITIES
MISC-OPERATING-SUPPLIES	$ 44.66	$ 157.36	$ 305.75	$ 78.00	$ 282.70	$ 82.24		$ 923.90	$ 312.72	$ 195.75	$ 552.40		$ 2,935.48	MISC-OPER-SUPPLIES
ADVERTISING	$ 755.00	$ 660.00	$ 502.50	$ 350.00	$ 357.50	$ 699.00	$ 425.00	$ 597.00	$ 1,075.50	$ 585.00	$ 359.50	$ 740.00	$ 7,106.00	ADVERTISING
INSURANCE	$ 12,697.57	$ 12,697.55	$ 13,091.70	$ 13,231.70	$ 13,255.75	$ 13,432.49	$ 13,432.46	$ 13,629.65	$ 15,164.65	$ 13,616.29	$ 14,256.33	$ 14,256.33	$ 162,762.47	INSURANCE
MISC-EXPENCE	$ 797.33	$ 1,295.02	$ 1,166.41	$ 2,282.68	$ 1.052.64	$ 634.97	$ 3,331.28	$ 1,604.83	$ 1,751.60	$ 4,347.76	$ 980.38	$ 2,088.17	$ 21,333.07	MISC-EXPENCE
PARTS	$ 2,707.12	$ 2,942.20	$ 5,087.28	$ 8,257.48	$ 3,026.98	$ 1,949.50	$ 4,121.54	$ 2,646.45	$ 3,137.64	$ 6,710.73	$ 2,611.60	$ 4,274.31	$ 45,472.91	PARTS
GAS-OIL-ETC	$ 12,060.23	$ 17,188.16	$ 16,724.64	$ 17,655.28	$ 16,183.97	$ 23,602.50	$ 8,078.05	$ 8,579.08	$ 8,286.95	$ 20,453.79	$ 20,051.52	$ 20,229.98	$ 189,094.15	GAS-OIL-ETC
PAID-OUT-TOTAL-AMOUNT	$ 90,868.54	$ 99,191.32	$ 105,502.01	$ 102,318.81	$ 106,435.89	$ 97,263.77	$ 65,746.69	$ 60,128.52	$ 97,131.90	$ 119,379.12	$ 137,491.89	$ 109,859.33	$ 1,191,317.79	PAID-OUT-TOTAL-AMOUNT
GROSS PROFIT	$ 27,085.61	$ 36,865.66	$ 48,625.98	$ (9,122.45)	$ 92,977.47	$ 40,374.89	$ (47,405.73)	$ (2,757.62)	$ (45,792.46)	$ 60,970.32	$ 22,358.97	$ 40,783.02	$ 264,963.66	GROSS PROFIT

)YLE SCHOOL TRNSPORTATION 407 SO THIRD ST PEKIN, ILLINOIS
X YEAR 2006

IONTHLY TOTALS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
:ASH RECEIVED	$ 117,599.64	$ 126,120.51	$ 143,926.87	$ 146,407.42	$ 127,694.64	$112,588.37
PAYROLL	$ 54,868.00	$ 55,665.00	$ 55,931.00	$ 44,341.00	$ 61,276.00	$ 41,348.00
TAX & LICENCE	$ 6,062.19	$ 4,654.75	$ 4,546.08	$ 7,596.65	$ 5,083.17	$ 3,058.21
REPAI RS TO EQUIPMENT	$ 1,948.58	$ 589.99	$ 168.28	$ 1,107.96	$ 412.09	$ 2,595.99
UTILITIES	$ 1,423.40	$ 939.29	$ 1,534.49	$ 934.48	$ 548.85	$ 661.95
MISC-OPERATING-SUPPLIES	$ 363.45	$ 119.99	$ 512.03	$ 412.81	$ 114.35	$ 229.73
ADVERTISING	$ 690.00	$ 1,005.00	$ 900.00	$ 841.50	$ 338.00	$ 455.00
INSURANCE	$ 13,315.22	$ 13,315.21	$ 13,315.23	$ 13,310.21	$ 13,180.65	$ 11,073.93
MISC-EXPENCE	$ 2,324.11	$ 1,309.92	$ 1,931.26	$ 1,283.24	$ 548.22	$ 993.00
PARTS	$ 2,266.12	$ 4,245.70	$ 2,311.38	$ 2,252.27	$ 2,921.06	$ 2,570.17
GAS-OIL-ETC	$ 13,229.78	$ 15,805.06	$ 16,775.45	$ 17,994.31	$ 18,503.12	$ 17,551.54
PAID-OUT-TOTAL-AMOUNT	$ 96,490.85	$ 97,649.91	$ 97,925.20	$ 90,074.43	$ 102,925.51	$ 80,537.52
GROSS PROFIT	$ 21,108.79	$ 28,470.60	$ 46,001.67	$ 56,332.99	$ 24,769.13	$ 32,050.85

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL AMOUNTS	
:ASH RECEIVED	$ 23,675.51	$ 57,726.39	$ 66,222.03	$ 176,487.13	$ 149,669.14	$ 161,690.09	$ 1,409,807.74	CASH RECEIVED
PAYROLL	$ 31,704.00	$ 26,914.00	$ 57,334.00	$ 60,380.00	$ 58,792.00	$ 72,729.00	$ 621,282.00	PAYROLL
TAX & LICENCE	$ 5,989.73	$ 2,863.99	$ 2,406.70	$ 6,277.53	$ 4,809.49	$ 5,763.95	$ 59,112.44	TAX & LICENCE
REPAI RS TO EQUIPMENT	$ 327.25	$ 110.00	$ 57.00	$ 506.23	$ 5,355.64	$ 3,250.69	$ 16,429.70	REPAIRS-TO-EQUIP
UTILITIES	$ 1,086.87	$ 774.79	$ 860.67	$ 843.39	$ 666.14	$ 1,209.57	$ 11,483.89	UTILITIES
MISC-OPERATING-SUPPLIES	$ 16.73	$ 364.69	$ 150.75	$ 599.88	$ 510.29	$ 479.48	$ 3,874.18	MISC-OPER-SUPPLIES
ADVERTISING	$ 732.50	$ 515.00	$ 1,299.50	$ 606.00	$ 1,430.00	$ 637.50	$ 9,450.00	ADVERTISING
INSURANCE	$ 11,073.93	$ 11,410.48	$ 15,244.85	$ 12,697.55	$ 12,697.57	$ 12,697.55	$ 153,332.38	INSURANCE
MISC-EXPENCE	$ 944.27	$ 373.66	$ 1,442.36	$ 4,473.40	$ 1,340.98	$ 949.62	$ 17,914.04	MISC-EXPENCE
PARTS	$ 2,731.03	$ 3,952.03	$ 3,998.75	$ 5,000.70	$ 4,222.79	$ 6,843.34	$ 43,315.34	PARTS
GAS-OIL-ETC	$ 7,846.64	$ 9,855.03	$ 10,786.27	$ 17,842.64	$ 16,495.67	$ 15,644.05	$ 178,329.56	GAS-OIL-ETC
PAID-OUT-TOTAL-AMOUNT	$ 62,452.95	$ 57,133.67	$ 93,580.85	$ 109,227.32	$ 106,320.57	$ 120,204.75	$ 1,114,523.53	PAID-OUT-TOTAL-AMOUNT
GROSS PROFIT	$ (38,777.44)	$ 592.72	$ (27,358.82)	$ 67,259.81	$ 43,348.57	$ 41,485.34	$ 295,284.21	GROSS PROFIT

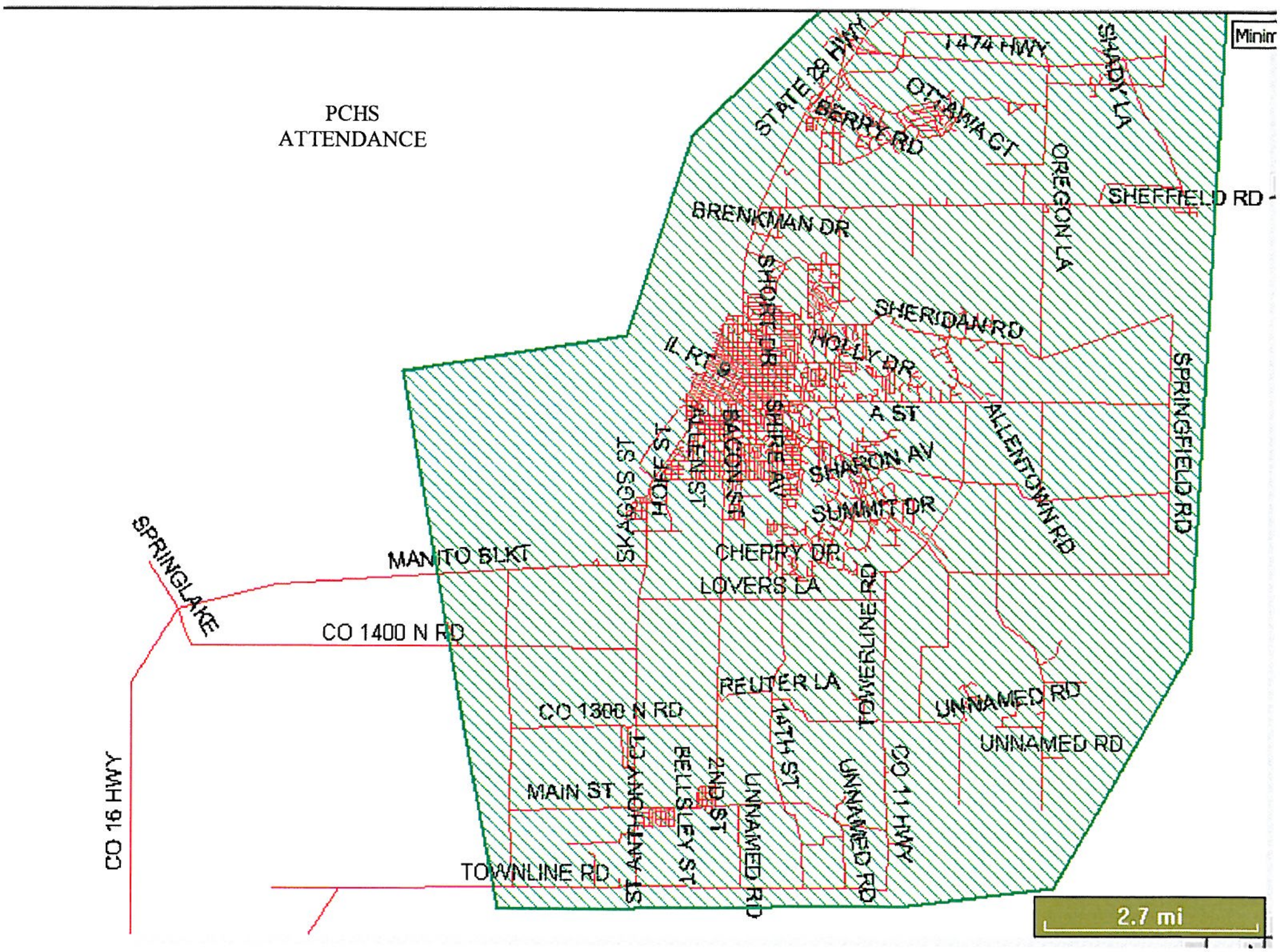
HOYLE SCHOOL TRNSPORTATION 407 SO THIRD ST PEKIN, ILLINOIS
TAX YEAR 2005

MONTHLY TOTALS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL AMOUNTS
CASH RECEIVED	$ 108,063.56	$ 17,857.00	$ 254,005.43	$ 122,599.45	$ 144,037.13	$ 99,303.98	$ 22,747.31	$ 104,953.63	$ 45,368.15	$ 158,423.13	$ 142,997.63	$ 144,772.17	$ 1,365,128.57
PAYROLL	$ 52,559.00	$ 54,595.00	$ 50,764.00	$ 45,726.00	$ 57,327.00	$ 29,410.00	$ 56,916.00	$ 25,476.00	$ 55,302.00	$ 56,440.00	$ 54,804.00	$ 72,836.00	$ 612,155.00
TAX & LICENCE	$ 4,626.07	$ 2,524.79	$ 6,107.55	$ 6,943.10	$ 4,826.98	$ 2,930.38	$ 4,389.11	$ 4,292.29	$ 4,464.04	$ 6,009.75	$ 4,270.23	$ 6,141.10	$ 57,525.39
REPAIRS TO EQUIPMENT	$ 879.77	$ 641.20	$ 115.22	$ 2,601.86	$ 3,955.94	$ 50.00	$ 840.62	$ 666.44	$ 819.16	$ 546.16	$ 1,248.86	$ 272.00	$ 12,437.23
UTILITIES	$ 1,042.93	$ 1,369.00	$ 1,042.28	$ 982.67	$ 864.82	$ 821.75	$ 855.73	$ 902.07	$ 835.37	$ 886.69	$ 1,137.99	$ 851.67	$ 11,592.97
MISC-OPERATING-SUPPLIES	$ 750.91	$ 80.22	$ 360.26	$	$ 85.23	$ 94.25	$ 486.72	$ 278.82	$ 23.22	$ 986.85	$ 729.35	$ 790.00	$ 4,665.83
ADVERTISING	$ 585.00	$ 447.50	$ 335.00	$ 640.00	$ 602.56	$ 702.50	$ 455.00	$ 540.00	$ 747.50	$ 524.00	$ 812.50	$ 895.00	$ 7,286.56
INSURANCE	$ 13,069.95	$ 15,811.71	$ 14,624.85	$ 14,378.80	$ 13,467.23	$ 11,750.87	$ 11,750.87	$ 11,939.12	$ 14,984.63	$ 13,304.04	$ 13,315.21	$ 13,315.21	$ 161,712.49
MISC-EXPENCE	$ 1,537.31	$ 1,228.26	$ 1,447.74	$ 1,705.33	$ 2,471.86	$ 454.72	$ 625.44	$ 1,332.22	$ 662.61	$ 1,621.96	$ 4,197.48	$ 487.94	$ 17,772.87
PARTS	$ 5,722.48	$ 4,273.27	$ 3,898.12	$ 5,241.95	$ 8,157.17	$ 4,382.34	$ 1,312.96	$ 3,635.51	$ 3,085.12	$ 3,351.50	$ 2,185.34	$ 4,097.39	$ 49,343.15
GAS-OIL-ETC	$ 7,843.28	$ 13,256.19	$ 14,159.12	$ 14,088.96	$ 13,944.32	$ 12,395.93	$ 7,586.58	$ 15,628.39	$ 8,587.13	$ 20,239.58	$ 19,179.31	$ 15,834.00	$ 162,742.79
PAID-OUT-TOTAL-AMOUNT	$ 88,616.70	$ 94,227.14	$ 92,854.14	$ 92,308.67	$ 105,703.11	$ 62,992.74	$ 85,219.03	$ 64,690.86	$ 89,310.78	$ 103,910.53	$ 101,880.27	$ 115,520.31	$ 1,097,234.28
GROSS PROFIT	$ 19,446.86	$ (76,370.14)	$ 161,151.29	$ 30,290.78	$ 38,334.02	$ 36,311.24	$ (62,471.72)	$ 40,262.77	$ (43,942.63)	$ 54,512.60	$ 41,117.36	$ 29,251.86	$ 267,894.29

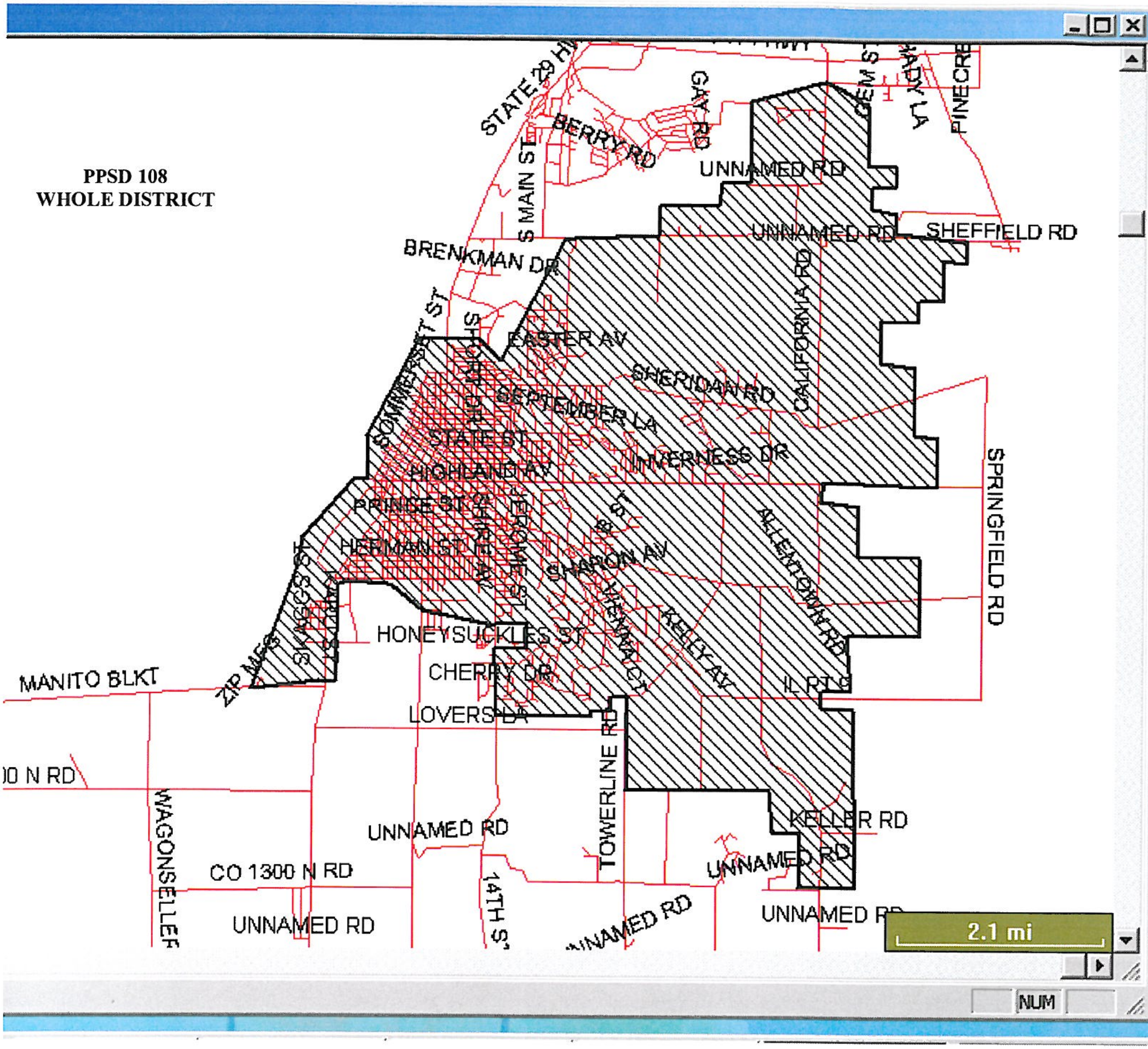
CASH RECEIVED
PAYROLL
TAX & LICENCE
REPAIRS-TO-EQUIP
UTILITIES
MISC-OPER-SUPPLIES
ADVERTISING
INSURANCE
MISC-EXPENCE
PARTS
GAS-OIL-ETC
PAID-OUT-TOTAL-AMOUNT
GROSS PROFIT

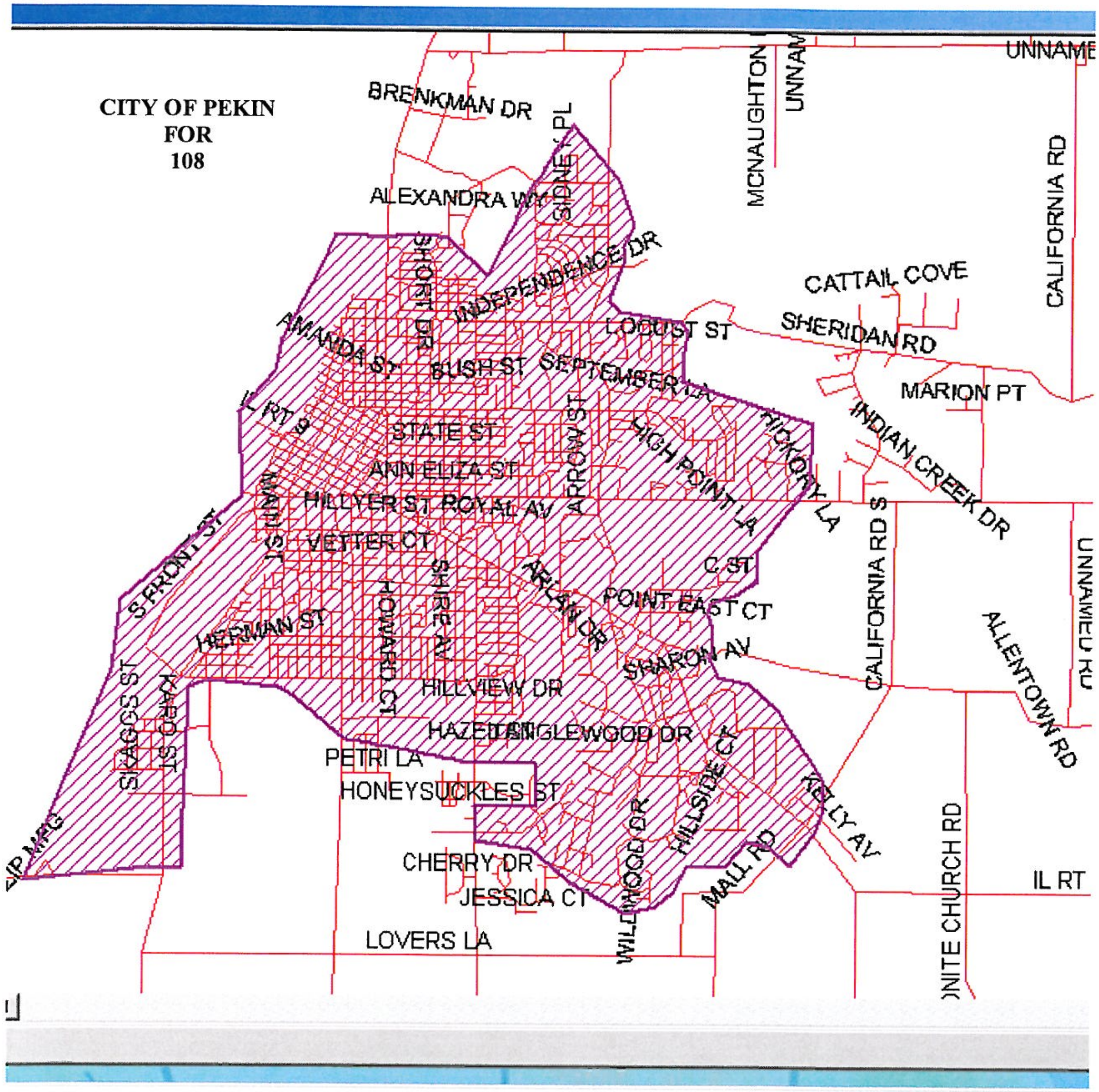
HOYLE SCHOOL TRNSPORTATION 407 SO THIRD ST PEKIN, ILLINOIS
TAX YEAR 2004

MONTHLY TOTALS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL AMOUNTS	
CASH RECEIVED	$ 103,358.82	$ 130,457.03	$ 127,905.44	$ 135,127.05	$ 125,238.95	$ 99,104.27	$ 26,280.66	$ 83,565.54	$ 49,573.96	$ 152,894.90	$ 136,211.42	$ 124,275.42	$ 1,293,993.46	CASH RECEIVED
PAYROLL	$ 52,355.00	$ 52,772.00	$ 53,526.00	$ 44,501.00	$ 57,095.00	$ 29,704.00	$ 54,728.00	$ 23,473.00	$ 52,007.00	$ 52,540.00	$ 50,003.00	$ 62,860.00	$ 585,564.00	PAYROLL
TAX & LICENCE	$ 2,110.41	$ 4,341.58	$ 7,401.60	$ 6,224.58	$ 4,705.18	$ 2,907.93	$ 4,660.80	$ 3,528.08	$ 4,159.86	$ 5,251.41	$ 3,980.59	$ 5,200.20	$ 54,472.22	TAX & LICENCE
REPAIRS TO EQUIPMENT	$ 882.31	$ 2,922.11	$ 1,991.45	$ 966.00	$ 260.80	$ 3,948.30	$ 678.46	$ 49.19	$ 1,871.74	$ 459.18	$ 598.66	$ 1,350.15	$ 15,978.35	REPAIRS-TO-EQUIP
UTILITIES	$ 1,007.08	$ 1,258.27	$ 1,282.84	$ 915.70	$ 638.51	$ 782.58	$ 812.72	$ 837.54	$ 767.39	$ 773.61	$ 881.94	$ 905.47	$ 10,863.65	UTILITIES
MISC-OPERATING-SUPPLIES	$ 52.73	$ 563.55	$ 239.14	$ 17.25	$ 296.59	$ 830.12	$ 335.51	$ 171.16	$ 19.40	$ 1,281.49	$ 198.27	$ 503.67	$ 4,008.88	MISC-OPER-SUPPLIES
ADVERTISING	$ 302.50	$ 410.00	$ 1,132.50	$ 270.00	$ 706.00	$ 342.50	$ 887.30	$ 690.00	$ 1,187.50	$ 913.00	$ 702.50	$ 465.00	$ 8,008.80	ADVERTISING
INSURANCE	$ 11,834.89	$ 11,834.90	$ 11,834.90	$ 9,657.04	$ 975.94	$ 12,910.49	$ 12,140.75	$ 12,605.90	$ 12,782.54	$ 13,925.37	$ 13,925.40	$ 14,071.57	$ 138,499.69	INSURANCE
MISC-EXPENCE	$ 1,248.23	$ 1,348.59	$ 853.44	$ 171.49	$ 987.76	$ 263.09	$ 933.88	$ 1,343.56	$ 1,070.61	$ 4,216.03	$ 1,039.98	$ 2,401.66	$ 15,878.38	MISC-EXPENCE
PARTS	$ 1,094.32	$ 4,887.73	$ 5,687.24	$ 3,742.07	$ 4,133.31	$ 3,739.02	$ 1,842.85	$ 3,220.42	$ 2,532.94	$ 4,852.49	$ 7,231.81	$ 2,902.60	$ 45,866.80	PARTS
GAS-OIL-ETC	$ 5,942.90	$ 11,974.13	$ 12,822.58	$ 14,330.05	$ 11,031.27	$ 13,752.10	$ 6,340.31	$ 11,374.26	$ 6,388.25	$ 13,351.61	$ 14,513.61	$ 12,693.19	$ 134,714.26	GAS-OIL-ETC
PAID-OUT-TOTAL-AMOUNT	$ 76,830.37	$ 92,312.86	$ 96,771.69	$ 80,795.18	$ 80,830.36	$ 68,680.13	$ 83,360.58	$ 57,293.11	$ 82,787.23	$ 97,564.25	$ 93,075.76	$ 103,553.51	$ 1,013,855.03	PAID-OUT-TOTAL-AMOUNT
GROSS PROFIT	$ 26,528.45	$ 38,144.07	$ 31,133.75	$ 54,331.87	$ 44,408.59	$ 30,424.14	$ (57,079.92)	$ 26,472.43	$ (33,213.27)	$ 55,330.65	$ 43,135.66	$ 20,721.91	$ 280,338.33	GROSS PROFIT


PCHS
ATTENDANCE
STATE 29 HWY
1474 HWY
SHADY LA
OTTAWA CT
BERRY RD
OREGON LA
SHEFFIELD RD
BRENKMAN DR
SHORT DR
SHERIDAN RD
HOLLY DR
IL RT 9
SPRINGFIELD RD
A ST
ALLENTOWN RD
SKAGGS ST
HOFF ST
ALLEN ST
BACON ST
SHIRE AV
SHARON AV
SUMMIT DR
SPRINGLAKE
MANITO BLKT
CHERRY DR
LOVERS LA
TOWERLINE RD
CO 1400 N RD
REUTER LA
UNNAMED RD
CO 1300 N RD
14TH ST
CO 16 HWY
ST ANTHONY CT
BELLSLEY ST
2ND ST
UNNAMED RD
UNNAMED RD
CO 11 HWY
UNNAMED RD
MAIN ST
TOWNLINE RD
2.7 mi

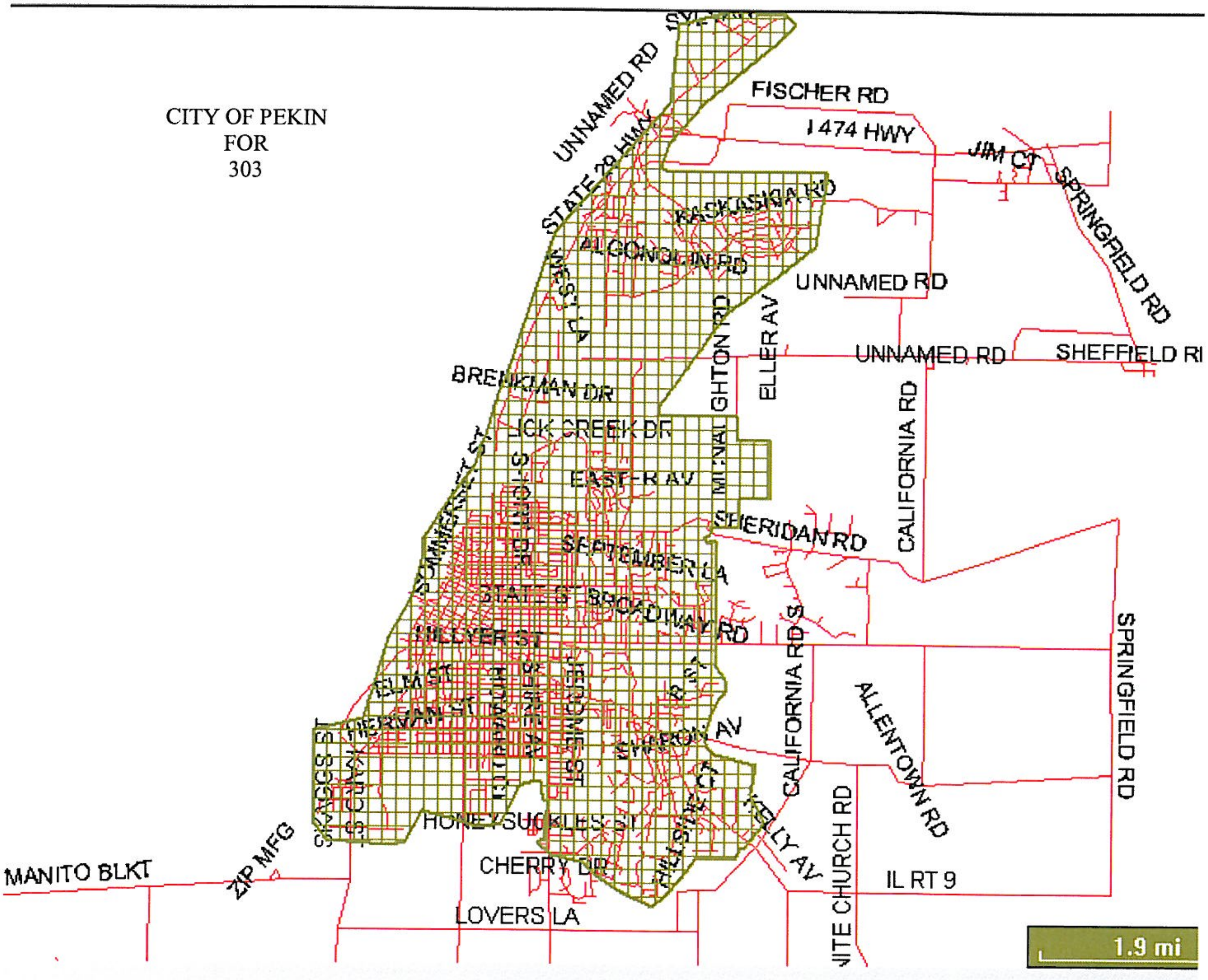
PPSD 108
WHOLE DISTRICT





CITY OF PEKIN
FOR
108
BRENKMAN DR
ALEXANDRA WY
INDEPENDENCE DR
SHORT DR
AMANDA ST
BUSH ST
SEPTEMBER LA
LOCUST ST
IL RT 9
STATE ST
ANN ELIZA ST
ARROW ST
HIGH POINT LA
HICKORY LA
HILLYER ST
ROYAL AV
MAIN ST
VETTER CT
SHIRE AV
HOWARD CT
ARLAN DR
C ST
POINT EAST CT
S FRONT ST
HERMAN ST
SHARON AV
HILLVIEW DR
SKAGGS ST
KARO ST
HAZEL CT
INGLEWOOD DR
PETRI LA
HONEYSUCKLES ST
HILLSIDE CT
WILDWOOD DR
KELLY AV
CHERRY DR
MALL RD
JESSICA CT
LOVERS LA
MCNAUGHTON
UNNAM
UNNAME
CALIFORNIA RD
CATTAIL COVE
SHERIDAN RD
MARION PT
INDIAN CREEK DR
CALIFORNIA RD S
UNNAMED RD
ALLENTOWN RD
IL RT
NITE CHURCH RD

CITY OF PEKIN
FOR
303



G/L Code	Description	2007 Actual	2008 Actual	2009 Actual	2010 Total Request	2011 City	2011 Added	2011 Total
501-501-4-500.11	District 108 Contract, Fa	$ 1,002,416	$ 1,111,763	$ 1,201,689	$ 1,222,637	$ 1,263,161	$ -	$ 1,263,161
501-501-4-500.12	TCRC	57,850	61,235	88,110	72,300	74,469	-	74,469
501-501-4-500.13	District 303	401,015	350,388	460,637	416,566	429,062	-	429,062
501-501-4-500.30	Bus Special Charters	8,135	3,360	5,036	-	-	-	-
501-501-4-545.00	Other Contractual Revenue	-	-	-	-	-	1,646,643	1,646,643
501-501-4-941.00	Restitution	-	135	-	-	-	-	-
501-501-4-901.00	Interest Earnings	8,391	27,425	13,858	31,000	25,000	-	25,000
501-501-4-998.00	Miscellaneous Receipts	-	138	-	-	-	-	-
ANNUAL REVENUE	TOTAl REVENUE	1,477,807	1,554,444	1,769,330	1,742,503	1,791,692	1,646,643	3,438,335
501-501-5-116.00	Salary: All Personnel	552,699	532,596	637,652	663,158	689,684	689,684	1,379,368
501-501-5-146.00	Salaries - School Drivers	-	-	-	-	-	-	-
501-501-5-150.00	Overtime	404	471	573	600	625	625	1,250
501-501-5-155.00	Vacation Pay	-	-	-	-	-	-	-
501-501-5-156.00	Holiday Pay	17,723	22,153	19,640	20,000	21,000	21,000	42,000
501-501-5-158.00	Sick Pay	-	-	-	-	-	-	-
501-501-5-170.00	OASDI/City Share 6.2%	35,370	40,584	40,749	50,368	52,000	52,000	104,000
501-501-5-170.01	Medicare/City Share 1.45%	8,272	9,491	9,530	11,780	12,000	12,000	24,000
501-501-5-174.01	IMRF	10,876	14,621	19,417	25,400	27,000	27,000	54,000
501-501-5-180.00	Group Insurance	3,806	8,066	15,289	20,171	21,000	21,000	42,000
501-501-5-182.00	Unemployment Insurance	187	1,131	209	-	-	-	-
501-501-5-183.00	Workers Comp Insurance	8,804	14,157	15,700	30,165	32,000	32,000	64,000
501-501-5-201.00	Office Supplies	836	1,605	1,234	1,500	-	-	-
501-501-5-204.00	Postage	282	220	188	200	300	300	600
501-501-5-220.00	Photographic Supplies	-	-	-	50	100	400	500
501-501-5-224.00	General Supplies	779	302	298	600	1,000	5,000	6,000
501-501-5-181.00	Liability Insurance Packa		17,775	13,555	14,561	25,000	75,000	100,000
501-501-5-187.00	Mileage	-	-	-	-	-	-	-
501-501-5-190.00	Training & Education	21	275	1,625	1,500	2,000	4,000	6,000
501-501-5-240.00	Lease/Rental of Equipment	-	-	-	-	-	-	-
501-501-5-290.00	Equipment	565	-	322	150	500	500	1,000
501-501-5-340.00	Automotive Expense	156,036	198,039	217,394	225,000	250,000	200,000	450,000
501-501-5-344.00	Equipment Repairs	-	-	-	-	-	-	-
501-501-5-380.00	Maintenance Agreements	2,048	1,455	1,323	1,750	2,000	2,000	4,000
501-501-5-501.00	Utilities	8,541	11,161	11,811	10,000	15,000	10,000	25,000
501-501-5-503.00	Telephone	1,191	1,288	1,065	2,000	2,500	1,000	3,500
501-501-5-510.00	Printing & Publications	155	392	1,463	500	500	500	1,000
501-501-5-516.00	Dues & Subscriptions	212	255	136	425	500	500	1,000
501-501-5-542.00	Meals, Lodging	15	20	-	300	300	200	500
501-501-5-550.00	Radio Expense	4,167	1,919	2,014	1,000	2,500	7,500	10,000
501-501-5-561.00	Gasoline/Diesel Fuel	127,504	235,180	151,609	144,000	150,000	135,000	285,000
501-501-5-572.00	License & Inspection Fees	1,109	1,949	2,596	3,000	3,500	3,000	6,500
501-501-5-590.00	Medical Expense/Supplies	7,222	4,515	7,206	5,000	6,000	4,000	10,000
501-501-5-601.00	Auditing Fees	-	-	-	-	-	5,000	5,000
501-501-5-606.00	Corporate Counsel Fees	-	-	230	-	-	5,000	5,000
501-501-5-690.00	Other Contractual Service	-	-	-	-	-	-	-
505-505-5-998.02	Computer Hardware	145	-	-	-	-	-	-
501-501-5-804.01	Building Repair	-	-	-	-	-	-	-
501-501-5-990.01	Cash Over/Short	-	-	-	-	-	-	-

501-501-5-410.00	Administrative Charges	-	44,772	17,160	17,160	50,000	50,000	100,000
ANNUAL OPERATING EXPENSE		948,968	1,164,390	1,189,988	1,250,338	1,367,009	1,364,209	2,731,218
INCOME MINUS OPERATING EXPENSE		528,839	390,054	579,342	492,165	424,683	282,434	707,117
501-501-5-875.00	Vehicles	-	149,200	109,800	140,000	150,000	160,000	310,000
REMAINING AVAILABLE CASH		$ 528,839	$ 240,854	$ 469,542	$ 352,165	$ 274,683	$ 122,434	$ 397,117
FIRST YEAR ONLY EXPENSES								
	Hoyle Inventory	-	-	-	-	-	300,000	300,000
501-501-5-802.00	Purchase of Property	-	-	-	-	-	100,000	100,000
501-501-5-804.00	Building Purchase/Constru	-	-	-	-	-	200,000	200,000
501-501-5-999.99	Contingency	-	-	-	-	-	100,000	100,000
EXPENSE (1st Year Only)		-	-	-	-	-	700,000	700,000

First Year's Costs = $700,000/10 years = $70,000/year; Budget $100,000

ANNUAL OPERATING EXPENSE (above)	1,367,009	1,364,209	2,731,218
ANNUAL VEHICLE EXPENSE (above)	150,000	160,000	310,000
ANNUAL OPERATING AND VEHICLE EXPENSE	1,517,009	1,524,209	3,041,218
FIRST YEAR COSTS (10 year amortization)	-	100,000	100,000
TOTOAL ANNUAL EXPENSE	1,517,009	1,624,209	3,141,218
TOTAL REVENUE (above)	1,791,692	1,646,643	3,438,335
INCOME MINUS TOTAL ANNUAL EXPENSE	$ 274,683	$ 22,434	$ 297,117

REQUEST FOR COUNCIL ACTION

To: **Council Members**

CC: **Dennis Kief, Sue McMillan, Angie Evans, & City Attorney**

From: **Joe Wuellner**

AGENDA ITEM: Sidewalk Contract for James Field

AGENDA DATE REQUESTED: July 13, 2009

ACTION REQUESTED: Approve the award of the contract to Knapp Concrete Contractors, Inc. for $17,304.

BACKGROUND: The City agreed to participate in the improvements to James Field by installing the sidewalks and base for the brick paver area. Bids were requested and six contractors submitted proposals for the work. The low bidder is Knapp Concrete Contractors, Inc. with a bid of $17,304 which is $9,116 below the estimate for this project.

Recommend awarding the contract to Knapp for the installation of the sidewalks and brick paver areas at the entrances to James Field.

FINANCIAL IMPACT: $17,304

NEIGHBORHOOD CONCERNS: Part of the improvements to the James Field area.

IMPACT IF APPROVED: Project will move forward and the City's commitment fulfilled.

IMPACT IF DENIED: Project will be delayed and commitment will remain.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

REQUIRED SIGNATURES

Department Director	______________________________	Date
Finance Department	______________________________ (Certification of Availability of Funds)	Date
Corporation Counsel	______________________________ (Certification of Review)	Date
City Manager	______________________________	Date

LEGAL NOTICE TO CONTRACTORS/PUBLIC

1. Time and Place of Opening Bids:

   Sealed proposals for the improvement described herein will be received at the office of the City Clerk, 111 S. Capitol Street, City of Pekin, Tazewell County, Illinois, until **2:00 P.M., June 25, 2009** and at that time publicly opened and read.

2. Description of Work:

   The proposed improvement is officially known as the install Sidewalks for James Field Entrances, 800 Block of Broadway, Pekin, IL. Work involves grading for three entrances to the James Field Complex, compacting sub-base, installing concrete for sidewalks and aggregate base for future brick pavers (to be installed by others), adjust one existing hand hole to grade, and remove/replace existing sidewalk.

.

3. Instructions to Bidders:

   (a) Plans and proposal forms may be obtained from the Public Works Department, 111 S. Capitol St., Pekin, Illinois.
   (b) All bids must be accompanied with a **Bid Bond of 5%** of bid price. Cashier's check is acceptable.
   (c) In the employment and use of labor, the contractor shall conform to all Illinois Statutory Requirements regarding labor, including but not limited to the following Acts: Illinois Revised Statutes, Prevailing Wages, Ch. 48, Par. 395-1 et se, and Illinois Human Rights Act, Section 2-105.
   (d) The contractor **shall submit certified payroll on this project**.
   (e) An insurance certificate must be submitted prior to the issuance of the Notice of Award with the City of Pekin as an additional insured.

4. Rejection of Bids:

   The City Council reserves the right to reject any and all proposals as provided in the "Standard Specifications for Road And Bridge Construction", prepared by the Department of Transportation of the State of Illinois.

____

Sue E. McMillan, City Clerk

Knapp

Public Works Department
Project Summary/Bid Sheet

The City of Pekin is now accepting bids for the installation of sidewalks and aggregate base areas for future bricks paves at James Field, in the 800 Block of Broadway, Pekin, Illinois. Bids will be accepted until 2pm, June 25, 2009, at the Office of the City Clerk, 111 S. Capitol Street, Pekin, IL 61554 at which time they will be opened and read aloud.

James Field is being improved as a park area and as a part of this work three entrances are proposed. The entrances will be at the corners of 8th & Broadway, 9th & Broadway, and 9th & Court St. Work involves grading and compacting the areas for concrete and aggregate base as shown on the plans. Then place concrete for the sidewalk areas and for the future brick paver areas. There is one hand hole at the corner of 8th & Broadway that will require cutting down to match grade of new sidewalk. The existing frame and lid are to be re-used. Remove and replace existing sidewalk at 8th & Broadway. All grading is considered incidental to the concrete and aggregate.

All work must be completed within 30 days of Notice of Award.

All work shall be done in accordance with current Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications". Bidders must comply with the State of Illinois, Prevailing Wage Requirements.

Questions should be directed to Joseph Wuellner, Public Works Director, at 477-2300.

BID SHEET:

ITEM OF WORK	QUANTITY	UNIT PRICE	BID PRICE
Concrete Sidewalk 4"	2,010 sf	3.90	7,839.00
4" Concrete Paver Base	2,300 sf	3.40	7,820.00
Adjust Hand Hole	1 ea	300.00	300.00
Remove Existing Sidewalk	190 sf	1.30	247.00
Replace Existing Sidewalk	190 sf	4.80	912.00
Detectable Warning Surface	6 sf	31.00	186.00
TOTAL BID			17,304.00

james fld bid sht 051409.doc

Joseph H. Wuellner P.E., Public Works Director, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 Fax (309) 346-2095 email: jwuellner@ci.pekin.il.us

Public Works Department

SCOPE OF WORK

Remove existing grass and dirt as necessary to install sidewalks and brick paver areas as needed. Grade subbase and compact. (All sites are to be inspected prior to the placement of the aggregate base or concrete).

BRICK PAVER AREAS:

Base material for the paver areas will be 4" concrete with subbase compacted to 95%. The concrete base will be placed to the limits shown for the brick paver areas. (The PVC edge restraint spikes and sand are not part of this work.) Grade will be established so that the finished grade is 3 inches below finished sidewalk grade.

SIDEWALKS:

The concrete will be a standard, 3500 psi mix. Concrete will be placed 4 inches thick and have a broom surface finish.

Transverse contraction joints will be cut every 10 feet. Provide expansion joints intersections with existing structures.

Concrete surfaces will be cured with a Type III membrane curing compound. The cost of curing shall be included in the unit price for the concrete. Provisions for protecting the concrete from vandalism shall also be included in the bid price.

ADJUST EXISTING HAND HOLE:

At the corner of 8th & Broadway there is a traffic signal hand hole that will require lowering to match new sidewalk grade. The existing frame and lid are to be re-used.

REMOVE/REPLACE EXISTING SIDEWALK:

The existing sidewalk along 8th Street at Broadway is to be removed and replaced at the corner. Work will included installing a detectable warning surface at the ramp area.

Joseph W. Wuellner P.E., Public Works Director, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 Fax (309) 346-2095 email: jwuellner@ci.pekin.il.us

LEGAL NOTICE TO CONTRACTORS/PUBLIC

1. Time and Place of Opening Bids:

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2. Description of Work:

   The proposed improvement is officially known as the install Sidewalks for James Field Entrances, 800 Block of Broadway, Pekin, IL. Work involves grading for three entrances to the James Field Complex, compacting sub-base, installing concrete for sidewalks and aggregate base for future brick pavers (to be installed by others), adjust one existing hand hole to grade, and remove/replace existing sidewalk.

3. Instructions to Bidders:

   (a) Plans and proposal forms may be obtained from the Public Works Department, 111 S. Capitol St., Pekin, Illinois.
   (b) All bids must be accompanied with a **Bid Bond of 5%** of bid price. Cashier's check is acceptable.
   (c) In the employment and use of labor, the contractor shall conform to all Illinois Statutory Requirements regarding labor, including but not limited to the following Acts: Illinois Revised Statutes, Prevailing Wages, Ch. 48, Par. 395-1 et se, and Illinois Human Rights Act, Section 2-105.
   (d) The contractor **shall submit certified payroll on this project**.
   (e) An insurance certificate must be submitted prior to the issuance of the Notice of Award with the City of Pekin as an additional insured.

4. Rejection of Bids:

   The City Council reserves the right to reject any and all proposals as provided in the "Standard Specifications for Road And Bridge Construction", prepared by the Department of Transportation of the State of Illinois.

____

Sue E. McMillan, City Clerk

BID TABULATIONS
SIDEWALK IMPROVEMENTS JAMES FIELD PROJECT ENTRANCES

OPENING JUNE 25, 2009 @ 2:00 P.M.

NAME & NUMBER	ADDRESS	BID BOND 5%	BASE BID
WM. AUPPERLE & SONS, INC.	**190 EAST WASHINGTON MORTON, IL 61550**	**YES**	**$24,370.00**
HEIN CONSTRUCTION CO., INC.	**9130 INDUSTRIAL ROAD PEORIA, IL 61615**	**YES**	**$23,997.00**
ILLINOIS CIVIL CONTRACTORS INC.	**420 PINECREST DRIVE EAST PEORIA, IL 61611**	**YES**	**$30,403.50**
C & G CONCRETE CONSTRUCTION CO., INC.	**1906 MEADOWS AVE EAST PEORI,A IL 61611**	**YES**	**$23,435.00**
P.A. AHTERTON CONSTRUCTION, INC.	**96 EICHHORN ROAD SPRINGBAY, IL 61611**	**YES**	**$26,127.50**
KNAPP CONCRETE CONTRACTORS, INC	**1649 KNAPP DRIVE CONGERVILLE, IL 61729**	**YES**	**$17,304.00**

ESTIMATE $
Director of Public Works Joe Wuellner

REQUEST FOR COUNCIL ACTION

To: **Honorable Mayor and Members of the City Council**

CC: **Sue McMillan, City Clerk**

From: **Dennis Kief [July 8, 2009]**

AGENDA ITEM: 128 St. Mary Street Property Acquisition

AGENDA DATE REQUESTED: July 13, 2009

ACTION REQUESTED: Approval of the site ready property in the amount of $60,000

BACKGROUND: 128 St. Mary Street is one of the last 2 properties not owned by the City of Pekin in the 9 acre parcel west of 2nd Street, south of St. Mary and north of Cynthiana. This lot is the cornet lot in the Southwest corner of St. Mary Street and South 2nd Street.

Ron Sieh is responsible for making the contact with the property owner and negotiating on the City's behalf.

FINANCIAL IMPACT: $60,000 to the TIF fund, budgeted for FY 2010.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Payments made at closing

IMPACT IF DENIED: One of two properties in entire riverfront development parcel remain under private ownership.

ALTERNATIVES: Privately owned structure remains

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme

REQUIRED SIGNATURES

Department Director ________________________________
Date

Finance Department ________________________________
(Certification of Availability of Funds) Date

Corporation Counsel ________________________________
(Certification of Review) Date

City Manager ________________________________
Date

Riverfront Property

Legend

- City Owned Property
- Property Lines
- Property to be Aquired

ORDINANCE NO. __________

AN ORDINANCE ACCEPTING AN AGREEMENT TO PURCHASE AND AUTHORIZING THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

WHEREAS, DANIEL M. SCHUBERT, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 2009, AND KNOWN AS TRUST NO. 001 (the "Seller") owns the real property commonly known as 128 St. Mary Street, Pekin, Illinois (the "Property"); and

WHEREAS, the City is considering a program for the reconstruction of a redevelopment project area known as the City of Pekin Tax Increment Financing District Plan and Project Area No. 1-Downtown (the "Redevelopment Project Area") in the City, pursuant to *65* ILCS *5/11-74.4-1* et seq., the "Tax Increment Allocation Redevelopment Act" (hereinafter referred to as the "Act"); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a redevelopment plan (hereinafter referred to as the "Redevelopment Plan") pertaining to the redevelopment of the Redevelopment Project Area, a copy of which is available for inspection in the office of the City Clerk of the City; and

WHEREAS, the City's purchase of the Property will assist the City to achieve the objectives of the Redevelopment Plan, and in accordance with the uses set forth therein; and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is desirable and will aid the City in its redevelopment of the riverfront; and

WHEREAS, the City and the Seller have negotiated a proposal to purchase the Property, a copy of which said Agreement to Purchase is attached hereto as Exhibit "A" and made a part thereof by reference thereto; and

WHEREAS, the City Council has found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into the Agreement to Purchase with the Seller on the terms and conditions as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City believes it is necessary to obtain the Property in order to arrest the economic and physical decline of the Redevelopment Project Area, and to promote a policy of stabilization not only in the Redevelopment Project Area, but also in the surrounding area of the City; and

WHEREAS, the City believes that the purchase of the Property will aid the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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 Agreement to Purchase between the City and DANIEL M. SCHUBERT, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 2009, AND KNOWN AS TRUST NO. 001, attached hereto as Exhibit

"A" and by this reference incorporated herein, for the property commonly known as 128 St. Mary Street, Pekin, Illinois for the sum of Sixty Thousand ($60,000.00) Dollars is hereby accepted by the City of Pekin, and said real estate shall be purchased from the Seller in accordance with the terms of the Agreement to Purchase.

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

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, approval, and publication as may be required by law.

AYES: ________________

NAYS: ________________

ABSENT: ________________

ABSTANING: ________________

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 _______________, 2009.

____
MAYOR

ATTEST:

____
CITY CLERK

AGREEMENT TO PURCHASE

THIS AGREEMENT TO PURCHASE is entered into between DANIEL M. SCHUBERT, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 2009, AND KNOWN AS TRUST NO. 001, (the "Seller") and CITY OF PEKIN, an Illinois Municipal Corporation (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 following described real estate:

> Lot 11 in Block 4 in the ORIGINAL TOWN, now City of Pekin, Tazewell County, Illinois, excepting that part thereof previously conveyed to the State of Illinois - commonly known as 128 St. Mary Street, Pekin, IL 61554.
>
> PIN: 04-04-34-446-006

(hereinafter the "Property").

II. Purchase Price.

Buyer shall pay the Seller the total sum of Sixty Thousand ($60,000.00) Dollars. The Buyer has paid the sum of $1,000.00 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 on or before sixty (60) days after closing of this transaction. Closing shall take place on or before July 31, 2009. 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 Trustee's Deed sufficient to convey the Property to Buyer, or Buyer's nominee, in fee simple absolute, subject only to exceptions permitted herein, at the closing of this transaction upon Buyer's compliance with the terms of this Agreement. The cost of preparation of the Trustee's Deed shall be borne by Buyer. This transaction is exempt from payment of revenue stamps.

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 2008, payable in 2009, and the general real estate taxes for the year 2009, payable in 2010, prorated to date of possession. The balance of the real estate taxes for the year 2009, payable in 2010, 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.

Seller shall order within ten (10) calendar days from acceptance and Seller shall deliver at least ten (10) calendar days before closing to Buyer showing Seller's merchantable title in the Property a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Property are located, committing the company to issue an ALTA policy insuring title to the Property in Buyer for the amount of the purchase price. The cost of the title commitment shall be borne by Buyer.

Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; (e) items assumed by Buyer hereunder; (f) any lien which may be removed by the payment of money from the purchase price at closing; (g) covenants and restrictions of record; and (h) reservation of mineral title; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the Property or if they materially restrict the reasonable use of the Property for residential purposes.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of the exceptions to Seller within a reasonable time, but not later than five (5) days before the closing date, Seller shall have a reasonable time (but not later than the closing date) to have the title exceptions removed.

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. Notices.

Any notice required under this Agreement shall be in writing and shall be deemed served upon Seller or Buyer when personally delivered, deposited for mailing by first class mail, or by sent facsimile with written confirmation by first class mail sent the same day to Buyer, Seller or its Attorneys at the addresses and facsimile number set forth herein.

XIV. Entirety of Agreement.

This Agreement contains the entire agreement between the parties and **NO ORAL REPRESENTATION, WARRANTY or COVENANT** exists. This contract supersedes and nullifies any agreement (or offer or counteroffer) as may have been given or entered into by the parties prior to the date of the acceptance hereof.

XV. Time of the Essence.

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

BUYER:

CITY OF PEKIN,

By______________________________
Its Mayor

ATTEST:

____
Its City Clerk

DATE: _______________, 2009

Address: 111 S. Capitol Street
Pekin, IL 61554

SELLER:

____
DANIEL M. SCHUBERT, TRUSTEE
UNDER TRUST AGREEMENT DATED
JUNE 1, 2009, AND KNOWN AS
TRUST NO. 001

DATE: _______________, 2009

Address: 2402 Arlington Circle
Pekin, IL 61554

REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Ted Miller

AGENDA ITEM: Ordinance Amending Section 6-2-11-8(B) Regarding the Seizure and Impounding of Vehicles

AGENDA DATE REQUESTED: July 13, 2009

ACTION REQUESTED: Recommended City Council review of the amendment to the impound ordinance providing for towing and storage reimbursement where the driver was later found to have a valid license.

BACKGROUND: The city of Pekin passed the original impound ordinance in May of 2008. Since the inception of the ordinance, there have been rare occasions where the Secretary of States Office, due to clerical or computer errors, has provided inaccurate driver's license information to law enforcement. As a result, we have had a very small number of impounds where the driver actually later proved to have a valid license. The current amendment would allow the Police Department to reimburse the towing and storage fees (up to seven days maximum) to the owner, if such an error occurred.

Along with the proposed amendment to the ordinance, the Police Department has begun operating from the following internal perspectives: The officer on-scene makes a determination to ensure the impound scenario fits the "spirit" of the ordinance. If he/she is in doubt, they notify a supervisor to come to the scene where an on-site review is conducted in which the following may be considered:

- **Whether the owner or the interest holder of the vehicle is legally accountable for the conduct giving rise to the impoundment or**
- **Whether the owner or interest holder acquiesced in the conduct or**
- **Whether the owner or the interest holder knew of or could reasonably have known of the conduct, or that the conduct was likely to occur or**
- **The relationship, familial or otherwise, of the owner to the driver of the vehicle.**

FINANCIAL IMPACT: $ Remittance of towing and storage fees would typically be $300.00 dollars maximum per occurrence. The occasions for these errors are very rare—probably less than five per year.
NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Less than $1500.00 per year. However, it should be noted that no agency is required to provide a remittance in cases of Secretary of State errors and to our knowledge none do. Vehicles are towed routinely for suspended and revoked drivers under state law.

IMPACT IF DENIED:

ALTERNATIVES:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

REQUIRED SIGNATURES

Department Director	______________________________	
		Date
Finance Department	______________________________	
	(Certification of Availability of Funds)	Date
Corporation Counsel	______________________________	
	(Certification of Review)	Date
City Manager	______________________________	
		Date

ORDINANCE NO. _______________

**AN ORDINANCE AMENDING SECTION 6-2-11-8(B)
REGARDING THE SEIZURE AND IMPOUNDING OF VEHICLES**

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

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the City Council believes it is appropriate and reasonable to modify the previously enacted provisions with respect to the impounding of vehicles;

WHEREAS, it has come to the attention of the City Council that in some instances, due to clerical errors or other problems, persons listed as driving on a suspended or revoked license, are not, in fact, driving on a suspended, or revoked license, and that matter becomes known to the authority shortly after initial impound;

WHEREAS, while it is not the City's obligation, in such instances, to compensate persons having to pay tows and/or storage, the City Council believes it is fair and appropriate for the City to, in those limited instances, reimburse the owner for the costs of the tow and a limited number of storage days; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

1. That Section 6-2-11-8(B), currently reading as follows:

"Fees for towing and storage are established by the towing company, and not by the City."

shall be amended by the addition of the following language:

"If, subsequent to the impoundment of a vehicle, on the basis of a license validity violation, either driving on a revoked license or driving on a suspended license, if it is established by the owner, or found to the be the case by the City, that, in fact, the license of the driver of the vehicle was not suspended or revoked, the City shall reimburse the owner for the costs of the tow, as well as the reasonable costs for up to seven (7) days of storage by the towing company, upon prompt request."

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ___ day of _____________, 2009; and upon roll call the vote was as follows:

AYES: _____________

NAYS: ______________

ABSENT: ______________

ABSTAINING: ______________

APPROVED this ___ day of _______________, 2009.

____
MAYOR

ATTEST:

____
CITY CLERK

Incorporated in the internal procedures would be the following:

"Upon a request by the officer, when a supervising officer acting in review of a potential impound, that supervising officer shall, take into consideration the following factors when determining whether to proceed with the impound:

(1) whether the owner or the interest holder of the vehicle is legally accountable for the conduct given rise to the impoundment.

(2) whether the owner or the interest holder acquiesced in the conduct .

(3) whether the owner or the interest holder knew of or could reasonably have known of the conduct, or that the conduct was likely to occur.

(4) the relationship familial or otherwise, of the owner to the driver of the vehicle."

Command at the police force was concerned that we make the considerations factors that the supervising officer will take into consideration, so as to ensure a more consistent application of the on the street review and decision making.