

**REGULAR COUNCIL MEETING MONDAY,
July 11, 2011 5:30 P.M.**

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of June 27, 2011 and the Special Council Meeting of June 20, 2011.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Police May Report; Liquor Commission Minutes Dated June 23, 2011; and Building Department April and May Reports.		5
7.2 Resolution No. 8 - 11/12 – The Mayor's Appointment of Erik Reader to the Zoning Board of Appeals for a term until May 31, 2014.		5
7.3 Resolution No. 9 - 11/12 – The Mayor's Appointment of Frank H. Mackaman to the Fire and Police Commission for a term until the first Monday in May, 2013.		5
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		

9.0 NEW BUSINESS		
9.1 Downtown TIF Façade Revitalization Program Grant Maurie's Candies 522 Court Street DESCRIPTION: Pekin Main Street Design Committee recommendation for major masonry work and to replace the windows and doors of the structure at 522 Court Street. Under the terms of the façade guidelines the City may increase the amount of its participation in a project. ACTION: Motion to approve the expenditure in the amount of \$25,620.00. VOTE REQUIRED	LM	4
9.2 Downtown TIF Commercial Retail & Upper Story Housing Loan Program Maurie's Candies 522 Court Street DESCRIPTION: Request of owner of Maurie's Candies for the eligible Program amount of \$25,000.00 for interior repairs to ceilings and walls, Plumbing; updated electrical service, outlets, lighting fixtures; and new floor coverings, and painting. ACTION: Motion to approve the expenditure in the amount of \$25,000.00. VOTE REQUIRED	LM	4
9.3 2010 Consolidated Annual Performance Evaluation Report (CAPER) for Community Development Block Grant (CDBG) Entitlement DESCRIPTION: HUD required yearly evaluation report stating the accomplished goals and performance measurements based on 5 Year Consolidated Plan. ACTION: Motion to approve 2010 CAPER. VOTE REQUIRED	PA	4
9.4 2011 Action Plan Amendment DESCRIPTION: Reallocation of Community Development Block Grant Dollars for the 2011 Action Plan. ACTION: Motion to approve 2011 Action Plan Amendment. VOTE REQUIRED	PA	4
9.5 Housing Rehabilitation Consulting Contract DESCRIPTION: Renewal of 1-year Community Development Block Grant (CDBG) Rehab Coordinator Contract position with Pekin Housing Authority from May 1, 2011 to April 30, 2012. The monthly salary of \$2,083.33 is budgeted in the current fiscal year. ACTION: Motion to approve the contract in the amount of \$25,000.00. VOTE REQUIRED	PA	5

9.6 Farnsworth Agreement Phase II Wastewater Treatment Plant Support DESCRIPTION: Terms of contract to provide engineering support for WWTP upgrades and expansion to ensure compliance with specifications. The expenditure will be included in the IEPA loan. ACTION: Motion to approve agreement in amount not to exceed \$2,278,000. VOTE REQUIRED	JW	3
9.7 Ordinance No. 2641-11/12 - Authorize the Acceptance of a Loan for Wastewater Treatment Plant Construction of Phase II DESCRIPTION: Authorizes the City to borrow funds from the Water Pollution Control Loan Program fund as part of the Illinois Environmental Protection Agency (IEPA) requirements of the low interest loan terms and conditions. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	JW	3
9.8 Resolution No. 7-11/12 – Illinois Department of Transportation (IDOT) Resolution for Improvements by Municipality Under the Highway Code DESCRIPTION: Appropriating \$40,973.49 Motor Fuel Tax Funds for the City share of the completed ARRA project Parkway Drive 09-00178-00-RS. ACTION: Motion to adopt the resolution. VOTE REQUIRED	MG	3
9.9 Ordinance No. 1462-A307 - 11/12 Amending the Traffic Code of the City of Pekin 1995 Regarding Speed Limits on Veterans Drive. DESCRIPTION: Recommendation of the Traffic Safety Committee to raise the speed limit on Veterans Drive from Broadway to Allentown Road to 55 mph. Additionally it is recommended to post a “Reduced Speed Ahead” farther out to warn of impending change. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		

11.0 EXECUTIVE SESSION		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

CM	Council Members	JW	City Manager Joe Wuellner
M	Mayor Laurie Barra	PA	Community Development Director
GN	Police Chief Greg Nelson	MG	City Engineer Mike Guerra

Column 2 Key:

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

**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 27, 2011 AT 5:30 O'CLOCK P.M.

LAURIE L. BARRA, MAYOR PRESIDING

**PRESENT: COUNCIL MEMBERS, ABEL, SCHMIDGALL, NEUMANN, HENDRICKS, AND
MASSAGLIA**

ABSENT: BLANCHARD

The Pledge of Allegiance was led by Mayor Laurie Barra.

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

AGENDA

Motion by Council Member Hendricks, seconded by Council Member Massaglia, that **the agenda be amended by removing New Business item 9.7 Reconsider Resolution No. 5-11/12 IMRF Out-of-State Service Credit and 9.2 Ordinance No. 1462-A307 – amending the Traffic Code Regarding Speed Limits on Veterans Drive.** Mayor Barra gave explanations for postponing consideration of the two items. New information was received late regarding the increased speed on the federally funded road and that she needed time with individual Council Member to discuss authorizing IMRF service credit. On roll call vote all present voted Aye.

Motion by Council Member Hendricks, seconded by Council Member Massaglia, that **the agenda be approved as amended.** On roll call vote all present voted Aye.

MINUTES

Motion by Council Member Massaglia, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of Monday, June 13, 2011 be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Bernie Gobble, 208 Dogwood Lane addressed Council regarding the non-support of the increased speed change on Broadway Road. He asked that the decision be tabled for Council to consider placing the “speed spy” equipment at the location to evaluate the speed of vehicles.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee minutes June 3, 2011 and Fire Department May Report	5
7.2 Receive and File Correspondence Finding No Significant Impact (FONSI) Report from IDOT regarding Veterans Drive	3

On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Presentation of Police Officer and Firefighter of the Year

Patrolman Jeff Stolz, a 13 year veteran of the department was presented the award of Police Officer of the Year by Police Chief Greg Nelson for his performance throughout the year. The Council was informed that Officer Stolz had served 10 years as a K9 officer and was a Member of the Central Illinois Emergency Response Team and ILEAS WMD/SRT team.

Fire Chief Kurt Nelson next advised the Council that his presentation for Firefighter of the Year would be made but Captain Brett Diekhoff was just called out for an alarm. Chief Nelson read of the firefighter's accomplishments of serving 19 ½ years on the force. Over the past year Captain Diekhoff improved the utilization of the Eastside Fire Station and secured funds for the use of the Sparky character events.

CAPER AND Action Plan Amendment Presentation

Community Development director Pamela Anderson presented to Council the background for the 2010 Consolidated Annual Performance Evaluation Report (CAPER) and the Community Development Block Grant (CDBG) entitlement and 2022 Action Plan Amendments that would be considered for action at the next regular Council Meeting. She reviewed the HUD required yearly evaluation which supported the accomplished goals for the previous fiscal year and the report of performance evaluation document. She stated the draft would be available for public review on June 20, 2011-July 8, 2011 at which time a public hearing was advertised for July 7, 2011 at 5:15 p.m.

FY 2012 Budget Analysis – Change Factors

Interim City Manager Frank Mackaman read from his prepared report to Council regarding the analysis of the FY 2012 Budget. He advised of adverse effects on the budgeted such as the increase of fuel prices estimated at \$120,000.00; Illinois Municipal League Work Comp figures \$155,000.00 and uncalculated union contracts overtime expenses. He reported General Fund Taxes were running higher than anticipated; the City would receive \$125,000.00 Illinois River Boat Ramp payment; \$970,000.00 Hanna Drive reimbursement; and \$200,000.00 Petri Lane reimbursement. Council Member Abel questioned if the City was also receiving franchise payments from OmniLec.

NEW BUSINESS

ORDINANCE NO. 1462-A306 – 11/12 AMENDING THE TRAFFIC CODE OF THE CITY OF PEKIN 1995 REGARDING SPEED LIMITS ON BROADWAY ROAD.

Motion by Council Member Hendricks, seconded by Council Member Schmidgall that Ordinance No. 1462-A306 – 11/12 be adopted. Police Chief Greg Nelson presented the recommendation of the Traffic Safety Committee that an increase to 40 mph from Parkway Drive to Schramm and 45 mph from Schramm east to city limits was consistent with limits on upper Court Street. He explained that before the road was widened, the limit in place was the same as the recommendation. Council Member Massaglia made a motion to amend the speed limit on Broadway with the intent that the speed limit be 40 mph from Parkway to the City limits. Council Member Neumann seconded the motion and then withdrew his second. Council Member Schmidgall seconded the motion to amend the ordinance. Discussion followed. Council Member Abel questioned the \$2,000 costs estimate to change the traffic signs. Council Member Schmidgall, after driving the posted speed, spoke of the “feel factor” similar to Court Street. He felt that at some point a speed could be so low that it is not safe. Police Chief Greg Nelson explained to the Council that radar cannot be enforced within 500 ft of a speed change. The Traffic Safety Committee's review found the speed limits currently in place were seen by many as being too low for the efficient flow of traffic. He submitted the crash data for the location that indicated of 24 accidents 15 were deer related. Council Member Hendricks and Council Member Schmidgall then spoke of their support in the expertise of the Police Chief's recommendation and advised that they would not vote yes to lower the speed limit. On roll call vote, Ayes, Abel, Neumann, and Massaglia; Nays, Schmidgall, Hendricks, Barra. Motion to amend the Ordinance failed. The Chair asked for the vote on the original motion to adopt the ordinance. On roll call vote of Ordinance No.1462-A306-11/12 as presented, all present voted Aye.

ORDINANCE NO. 1462-A308 – 11/12 AMENDING THE TRAFFIC CODE OF THE CITY OF PEKIN 1995 REGARDING STOP CONTROLS AND THROUGH STREETS 18TH STREET AND JAMES ROAD.

Motion by Council Member Massaglia, seconded by Council Member Hendricks that Ordinance No. 1462-A308 – 11/12 be adopted. Police Chief Nelson presented the recommendation of the Traffic Safety Committee to add stop signs for southbound 18th at James, northbound 18th and James Road. The approval would change the through street designation on South 18th Street to begin at James Road instead of at Court Street. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Abel that the **ANNUAL PPUATS JOINT FUNDING AGREEMENT FY 2012 IN THE AMOUNT OF \$11,863.88** be approved. Public Works Director Joseph Wuellner advised the Council of the benefits afforded Pekin by participating with other agencies through Tri-County Regional Planning. The expenditure would follow in the appropriation of funds from the Motor Fuel Tax (MFT) budget. On roll call vote, all present voted Aye.

RESOLUTION NO. 6-11/12

Motion by Council Member Schmidgall, seconded by Council Member Massaglia that Resolution No. 6-11/12 authorizing MFT finding for PPUATS Joint Funding Agreement FY 2012 in the amount of \$11,863.88 be adopted. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Hendricks that the **INTERGOVERNMENTAL AGREEMENT FOR CODE INSPECTIONS WITH TAZEWELL COUNTY** be approved. The terms of the agreement for the request from the County to use the City's Building Inspectors for a 6 month period to comply with the mandated requirement of having all commercial, industrial, and multi-family structures inspected we discussed with the Council. Council questioned the inspectors' ability to handle the extra work load, the question of overtime, and the possible liability to the City. Following discussion some Council Member felt the agreement would shortchange the citizens on City code enforcement that needed to be accomplished in addition to complaint driven responses. On roll call vote, Ayes, Schmidgall, Hendricks, Barra; Nays, Abel, Neumann, Massaglia. Motions failed.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council agreed to set a Special Council meeting for Thursday, June 30, 2011 at 5:30 p.m. to discuss the Employment Contract of the City Manager.

Council Members expressed appreciation to Frank Mackaman for serving as Interim City Manager. Mayor Barra spoke of his thorough professionalism, his presentation of new ideas, his tireless work, and his imaginary "parking lot" where he would have to leave issues for the new hired City Manager. The Mayor then presented Mr. Mackaman with a replica of a parking lot in appreciation.

Council Member Hendricks advised the Council that Eva Arnold, the resident with concerns of her street holding water after large rain occurrences, request an update for the public on corrective action that has taken place so far on Cambridge Court. Eva Arnold addressed the Council and was given information that the City was working on a solution by assessing the storm lines, cleaning the area streets, opening the grate, and televising the flow.

Public Works Director Joseph Wuellner informed the public that the City experienced a failed storm line on Sheridan Road that closed the street for repair.

Jim Mangan, 1200 Parkway Drive distributed handouts of his prepared statement regarding his reasoning for non support of the City's approval of a development agreement of Big R.

Captain Brett Diekhoff, 1321 Hilltop Drive, returned from the fire call and was congratulated for being chosen Firefighter of the Year. He addressed the Council on the importance of enforcing sprinkler systems in multi residencies as witnessed at a fire occurrence at the UAW during the week.

Bernie Gobble again addressed the Council regarding the speed limit increase on Broadway Road and his regret that Council did not listen to his stressing that increasing the speed added very little travel time for motorists.

Dale Kuntz, 5 Fox Point, distributed to Council photos of areas throughout the City that he felt could be cleaned up of each owner would do their part.

EXECUTIVE SESSION

Motion by Council Member Neumann, seconded by Council Member Abel, that the Council move to Executive Session at 7:05 P.M. to discuss 5 ILCS 120/2 (c) (1). Personnel - the selection of a person to fill a public office. the position to fill is the City Manager and 5 ILCS 120/2 (c) (5) Acquisition of Property. On roll call vote all present voted Aye.

No further business to come before the Council, Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 8:55 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD AT THE DIRKSEN CONGRESSIONAL CENTER
2815 BROADWAY ROAD
ON MONDAY, JUNE 20, 2011 AT 6:00 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, NEUMANN, HENDRICKS,
SCHMIDGALL, AND BARRA**

ABSENT: NONE

Mayor Barra called the meeting to order at 6:10 p.m.

Roll was called and all Council Members were present.

AGENDA

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

BUSINESS TO COME BEFORE THE COUNCIL

Council set a special meeting to fill the position of City Manager to be held on Monday, June 20, 2011. Notice was received by Council and properly posted on June 16, 2011.

EXECUTIVE SESSION

**5 ILCS 120/2 (C) (3) (1). THE SELECTION OF A PERSON TO FILL A PUBLIC OFFICE THE
SELECTION OF THE CITY MANAGER.**

Motion by Council Member Abel, seconded by Council Member Schmidgall, that the Council move to Executive Session at 6:10 P.M. to discuss 5 ILCS 120/2 (c) (3) (1). The selection of a person to fill a public office in the position of City Manager, Personnel.

Motion by Council Member Schmidgall, seconded by Council Member Massaglia that Council adjourn. Approved by viva voce vote.

No further business to come before the Council the meeting adjourned in open session.

COUNCIL ADJOURNED AT 8:45 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN
POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR MAY 2011

	MAY 2010	APRIL 2011	MAY 2011
TRAFFIC TICKETS	576	226	243
WARNING TICKETS	260	127	10
OFFENSES	467	368	425
ARRESTS	212	237	154
PARKING TICKETS	204	182	200
STOPS	944	734	1011

CITY ORDINANCE TICKETS FOR MAY 2011

NUMBER OF TICKETS WRITTEN 56
NUMBER OF TICKETS PAID OVER THE COUNTER 20
FINES COLLECTED OVER THE COUNTER \$4350

IMPOUNDED VEHICLES FOR MAY 2011

TOTAL VEHICLES IMPOUNDED: 32
AMOUNT OF FINES COLLECTED: \$11,000

OFFENSES

DRUG RELATED	7
DUI	9
DWLS/R	16
UOW	0

MULTIPLE OFFENSES

DRUGS/DUI	0
DRUGS/DWLS-R	0
DRUGS/UOW	0
DUI/DWLS-R	0
TOTAL	32



**LIQUOR COMMISSION MINUTES
THURSDAY, JUNE 23, 2011
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:14 p.m.

PLEDGE of ALLEGIANCE

Police Chief Greg Nelson led the Commission in the Pledge.

ROLL CALL

The following members were present for roll call: Liquor Commissioner Laurie Barra, Police Chief Greg Nelson, Fire Chief Kurt Nelson, Deputy Liquor Commissioner Rick VonRohr, and Commissioner Buster Hanley.

Absent: Commissioner Dale Vonderheide.

Also present: Attorney Sue Bosich - Corporation Counsel.

APPROVAL OF AGENDA

Motion made by Liquor Commissioner Barra to approve the Agenda of June 23, 2011, seconded by Commissioner Hanley. On roll call vote all present voted Aye. Motion Carried.

APPROVAL OF MINUTES

Motion made by Police Chief Nelson to approve the Liquor Commission Minutes dated May 26, 2011, seconded by Commissioner Hanley. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

There were comments or questions heard.

NEW BUSINESS

Disposition Hearings:

The Grind, Inc. dba The Grind – 17 N. 4th Street – Josie Manning and Rose Hills
Corporation Counsel Sue Bosich read the evidence into the record.

Violation 1 – Violation of Happy Hour

Violation 2 – Sale of alcoholic beverage to a person of non-age on or about the licensed premises

Josie Manning gave a brief statement: Apologized to the Commission and stated she was not aware of the Happy Hour law. They pled guilty to both Violations.

Discussion: This is the Grind's first offense. Deputy Liquor Commissioner saw an advertisement on Facebook regarding the Happy Hour announcement.

Commissioner Hanley made a motion to fine The Grind \$500, plus costs and made payable within 30 days, seconded by Liquor Commissioner Barra. On roll call vote all present voted Aye. Motion Carried.

Kouri's – 2929 Court Street – Jim Kouri

Corporation Counsel Sue Bosich read the evidence into the record.

Violation 1 – Sale of alcoholic beverage to a person of non-age on or about the licensed premises

Jim Kouri gave a brief statement: Apologized to the Commission. Stated he had hired a senior college student who had only worked 3 days and this was his first night. He was working the back area with another bartender and that bartender had left to go to the kitchen when this happened. Mr. Kouri stated they have a very experienced crew and they take this very seriously, they do not condone this type of behavior. They pled guilty.

Liquor Commissioner Barra made a motion to fine Kouri's \$500 dollars plus costs and made payable within 30 days, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion carried.

Applebee's Bar & Grill– 3540 Court Street – Matt Scott

Corporation Counsel Sue Bosich read the evidence into the record.

Violation 1 - Sale of alcoholic beverage to a person of non-age on or about the licensed premises

Matt Scott, General Manager made a brief statement: Apologized to the Commission. Stated the bartender is an employee, not a manager. This has been the first time this has ever happened and they take this very seriously. They do provide training on the sale of alcohol.

Fire Chief Kurt Nelson made a motion to fine Applebee's Bar & Grill \$500 dollars plus costs and payable within 30 days, seconded by Commissioner Hanley. On roll call vote all present voted Aye. Motion carried.

ANY OTHER BUSINESS

Police Chief Greg Nelson asked if the City Clerk's office had any type of Q & A booklet to hand out to liquor licensee's. The City of Pekin's Liquor Code and the State of Illinois' Liquor Code should be adequate, if not it is up to the licensee holder to ask questions. Deputy Liquor Commissioner VonRohr stated they can always call him and when he does final walk-thru's he does give them his card.

Liquor Commissioner Barra asked about the Special Events Applications. Do we follow-up to make sure they get a State One Day Liquor License. The City Clerk's office does not follow up on that. There would be no liability to the City if they do not acquire a State One Day Liquor License.

Deputy Liquor Commissioner VonRohr made a few calls on the Roadhouse Bar & Grill. Sign out front says under new management. VonRohr stated he spoke with Crystal Rife, Manager and at first she said yes, then made a phone call and came back and said they are leasing the kitchen area only. If within a year that works out its possible this person will buy the bar. Corporation Counsel Sue Bosich stated she had received a phone call from an Attorney inquiring if they can transfer a liquor license. She informed them no, you can not transfer a license. Liquor Commission asked that Corporation Counsel Bosich find out if there is anything recorded or filed on ownership of this building.

No other business to come before the Commission, a motion was made by Deputy Liquor Commissioner VonRohr to adjourn, seconded by Commissioner Hanley.

Meeting adjourned 4:50 P.M.

Next Meeting July 28, 2011 at 4:00 P.M.

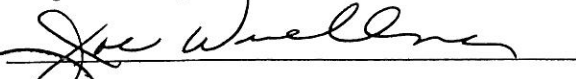
Respectfully submitted by Paula Gensel

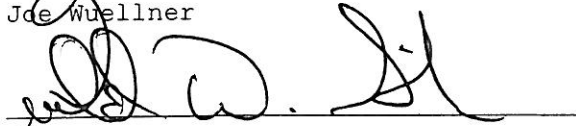
BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
April '2011

	PERMITS	VALUE	FEEES
BUILDING DEPT	79	\$6,048,044.00	\$ 5,060.10
ELECTRIC DEPT	27	\$ 13,400.00	\$ 1,016.00
HVAC DEPT	23	\$ 158,450.00	\$ 1,520.00
PLUMBING DEPT	28		\$ 906.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	4		\$ 80.00
SEWER PERMITS	7		\$ 430.00
SEWER TAP RES	4		\$ 6,400.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	172	\$6,219,894.00	\$ 15,412.10

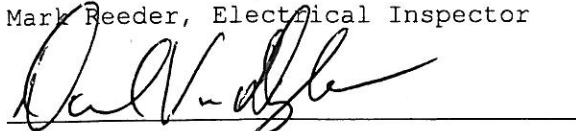
TOTAL CODE ENFORCEMENT COMPLAINTS - 48

Respectfully submitted,


Joe Wuellner


Ronald Sieh, Building Inspector


Mark Reeder, Electrical Inspector


Dave VanDyke, HVAC Inspector


Morris Sunkel, Plumbing & Sewer Inspector

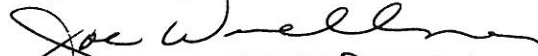

Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
May '2011

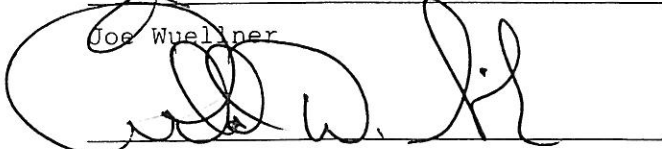
	PERMITS	VALUE	FEE
BUILDING DEPT	79	\$1,024,982.00	\$ 5,847.00
ELECTRIC DEPT	27	\$ 23,190.00	\$ 1,387.00
HVAC DEPT	28	\$ 51,500.00	\$ 880.00
PLUMBING DEPT	38		\$ 960.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	3		\$ 140.00
SEWER PERMITS	11		\$ 595.00
SEWER TAP RES			\$.00
SEWER TAP COMM	1		\$ 2,000.00
DEPARTMENT TOTAL	187	\$1,099,672.00	\$ 11,809.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 167

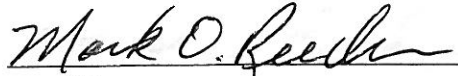
Respectfully submitted,



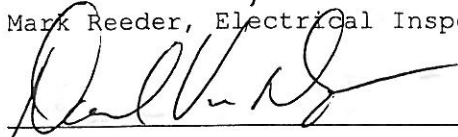
Joe Wueliner



Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2011

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	BUDG PERMITS
JANUARY					11.00	\$292,562	10.00	\$160,821			
FEBRUARY	2.00	\$655,024	1.00	\$16,000	4.00	\$192,014	6.00	\$69,933		\$453,383	22.00
MARCH	2.00	\$470,132	2.00	\$15,396	15.00	\$417,237	18.00	\$189,066		\$937,021	18.00
APRIL	4.00	\$792,355	1.00	\$10,000	10.00	\$93,700	12.00	\$140,050		\$1,115,095	53.00
MAY	2.00	\$266,774	3.00	\$64,600	13.00	\$270,040	19.00	\$340,223		\$6,048,044	79.00
JUNE										\$1,024,982	79.00
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 \$ BUD.	14.00	\$1,429,261	7.00	\$89,996	53.00	\$1,073,539	65.00	\$830,160	4.00	\$8,641,503	233.00
YEAR	10	\$1,439,261	7.00	\$89,996	53.00	\$1,073,539	65.00	\$830,160	4.00	\$8,641,503	233.00

8-11/12

RESOLUTION No. _____

July 11, 2011

PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

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

Erik Reader is hereby appointed to the Zoning Board of Appeals for a term until
May 31, 2014.

SIGNED BY _____

MAYOR.

RECEIVED

JUN 16 2011



CITY CLERK

City of Pekin

Application for Appointment to a City Commission, Board, or Committee

The City of Pekin welcomes your interest in an appointment to a commission, board, or committee. These organizations are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness.

Your Name: Erik Reader

Your Address: 806 Illinois Pekin, IL 61554

Your Telephone Number: 630.485.0957

Your E-Mail Address: erik.reader@regions.com

Your Work Telephone Number: 309.698.2418

You are interested in serving on which commission, board, or committee?

Planning

Why are you interested in serving? I have taken up other interests since moving to Pekin 3 months ago such as the Chamber of Commerce, Pekin Main St, and volunteering at Willow Park. I want to see Pekin continue to grow but in a stable manner with a high quality of standards. With that I feel a solid plan needs to be in place.

What qualifications do you have to serve? A resume is not required, but if you have one please attach it to this application. I have been active in the Pekin Main St Design Committee since moving here. I was active in meetings of the resurgence of Oak Cliff an area of Dallas, TX. I bring an outsiders eye having lived in areas of Chicago, Dallas and Europe.

What happens next?

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission, board, or committee. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554
309-477-2300 * 309-346-2095 fax

Erik W. Reader

806 Illinois St. Pekin, IL 61554 – (630) 485-0957 – erikreader@hotmail.com

CAREER OBJECTIVE: To obtain a position that will fully utilize my communication, organizational, and creative problem solving skills with potential for growth within an organization.

SUMMARY OF QUALIFICATIONS:

- The ability to train, develop, and manage teams of employees.
- More than three years of professional sales experience in fast paced inside and outside sales.
- Detail-oriented with strong communication and analytical skills.
- Recognized for professionalism, creativity, and ability to work independently.

PROFESSIONAL EXPERIENCE:

Account Manager – MarkitWSO – Dallas, TX – February 2008 to March 2011

- Handled \$2.5 billion worth of assets in 16 portfolios for 5 different Total Return Swap clients such as Barclays, Goldman Sachs, and Paulson & Co.
- Performed monthly reconciliations for TRS clients against counterparty documentation. Reconciliations include but are not limited to traded position information, interest and swap information, and trade information.
- Coordinated on-boarding of new clients by implementing data and establishing relationships. Starting from providing a web demonstration of how MarkitWSO software works to meet their needs, to manually importing and reconciling data, to providing spreadsheets notifying any discrepancies that need to be resolved.
- Helped develop and test new financial software for MarkitWSO. Involved in QA testing of current software functionality. Worked with developers to help launch new WSO Administrator .NET version.

Foreclosure Coordinator – Bayview Loan Servicing – Southlake, TX – August 2007 to February 2008

- Handled an estimated 450 foreclosure filings per month throughout 11 states.
- Oversaw loans from point of attorney referral to foreclosure sale or workout plan.
- Communicated with Real Estate attorneys and Asset Managers to ensure process was completed in a timely fashion.
- Prepared bids for sale of commercial and residential loans.

Personal Loan Consultant – Countrywide Home Loans – Plano, TX – April 2006 to August 2007

- Handled refinance and home equity loan inquiries from Countrywide customers. Licensed in all 50 states to originate loans.
- Analyzed customer needs and advised them on different loan programs, benefits, guidelines and mortgage industry terms.
- Maintained ongoing communications with customers and loan processors to ensure the funding of their loan applications.
- Generated an average of 19 loans per month, resulting in more than 200 loans.
- Funded a total of \$18 million worth of loans.

Management Trainee – Enterprise Rent-A-Car – St. Charles, IL – May 2005 to April 2006

- Maintained relationships with local body shops, dealerships, and local insurance agents.
- Managed approximately 8-10 accounts in order to grow and improve local business.
- Oversaw training and development of other management trainees.
- Awarded top branch in the Western Chicagoland Region for excellent customer service.

EDUCATION:

Bachelor of Business in Marketing – May 2004

Western Illinois University - Macomb, IL

Cumulative GPA: 3.2/4.0

Noordelijke Hogeschool Leeuwarden

Leeuwarden, Netherlands – Spring 2004

INVOLVEMENT:

Member of the Pekin Area Chamber of Comm

Adopt-A-Park Participant: Willow Park, Pekin

Erik Reader

Mortgage Loan Originator



Regions Mortgage
111 W Washington St
East Peoria, Illinois 61611
(309) 698-2418
Fax (309) 698-9807
Cell (630) 485-0957
erik.reader@regions.com
regionsmortgage.com/erikreader



ZONING BOARD OF APPEALS

5:00 P.M. 2ND WEDNESDAY OF THE MONTH

VACANCYTERM ENDS MAY 31, 2014

ERIK READER
806 ILLINOIS
(630)485-0957
698-2418 (office).....TERM ENDS MAY 31, 2014
erick.reader@regions.com

DAVID MOEHRING
1911 QUAIL HOLLOW ROAD
346-4175 (office)TERM ENDS MAY 31, 2012

MICHAEL WALKER
624 WASHINGTON STREET
346-4656.....TERM ENDS MAY 31, 2012
MWWalker@SIU.edu MISSED MEETINGS

GARY L. SCIORTINO
#7 ST. ANNE
347-7519TERM ENDS MAY 31, 2013

MARY LANANE
423 MANOR STREET
697-1216 (office)
346-7518TERM ENDS MAY 31, 2013
mlanane@sommerproducts.com

ROBERT BARRA
9 RAINBOW DRIVE
347-3161 (office)
346-4490TERM ENDS MAY 31, 2013
lowman&barrainc@omnilec.com

9-11/12

RESOLUTION NO. _____

PEKIN, ILLINOIS, July 11, 2011 19____

RESOLUTION BY COMMISSIONER _____

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

Frank H. Mackaman is hereby appointed to the Fire and Police Commission
for a term until the First Monday in May, 2013.

SIGNED BY _____

MAYOR.



Application for Appointment to a City Commission

The City of Pekin welcomes your interest in an appointment to a commission. Pekin's commissions are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness.

Your Name: Frank H. Mackaman

Your Address: 508 Country Club Drive, Pekin IL 61554

Your Telephone Number: 353.1626 (H), 347-7113 (W), 202-1008 (Cell)

Your E-Mail Address: fmackaman@dirksencenter.org

You are interested in serving on which commission?

Board of Fire and Police Commissioners [Reference City Code, Title 2 Boards and Commissions, Chapter 4]

Why are you interested in serving?

The Fire and Police Commissioners have two primary responsibilities under the City Code: (1) The Board of Fire and Police Commissioners shall have charge of all appointments to the Fire and Police Departments and shall conduct and hold all entrance and promotional examinations in the manner required by law, and (2) The Board of Fire and Police Commissioners shall have the power to make all rules concerning the personnel of the Fire and Police Departments as are authorized by State Law.

Both responsibilities are crucial to the effective operation of THE core city service—public safety. In these times of budgetary constraint, it is all the more important to evaluate staffing procedures with an eye toward efficiency and effectiveness. To provide exemplary service, the City needs to recruit and retain high quality fire and police officers. At the same time, the Board of Commissioners must be cognizant of the financial impact of public safety staffing. These issues concern and intrigue me. I also know and respect the contributions of the two current members, Commissioners Short and Franks and believe that I offer a different but complementary perspective to theirs.

What qualifications do you have to serve? If you have a resume, please attach it to this application.

I believe that my service to Pekin as Mayor for 18 months and more recently as Interim City Manager qualifies me uniquely for service on the Board of Commissioners.

What happens next?

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Joe Wuellner, City Manager

From: TIF ADMINISTRATOR – Central Business District TIF

AGENDA ITEM: TIF Façade Grant Program Application by Maurie's Candies

AGENDA DATE REQUESTED: July 11, 2011

ACTION REQUESTED: \$25,620.00

DESCRIPTION: Approval by Mayor and Council to pay Maurie's property owner of the amount under the terms of the Façade Grant Program guidelines for the amount of \$25,620.00. Under the Façade Grant Program Guidelines, it states that "The City may, at its own discretion, increase the amount of its participation in a particular project." Building and business owner, Scot Johannes, is requesting financial assistance through this program to assist in major masonry work to secure the structure of the building and to replace the windows and doors on the front of the store to stop water leakage and drafts. A structural assessment was conducted by a structural engineer (an expense that is fully reimbursable by the program) and from the structural assessment, it is evident that the repairs are necessary to preserve the entire structure of the building. Monies from the program are granted through a 3 year forgivable grant term. Mr. Johannes submitted two bids for each of the requested projects. Mr. Johannes purchased the building and business in December with the intention of continuing to operate this 70 year old Pekin icon as a candy, popcorn, book and magazine shop in downtown Pekin. Pekin Main Street Design committee has reviewed the application and recommends to council the approval of this Façade Grant application for the amount of \$25,620.00. The approved amount would be paid upon satisfactory completion of the work. Total improvement costs for the above work is \$50,440.00.

FINANCIAL IMPACT: \$25,620.00/\$116,405.50 (Additional \$29,293.40 approved but not disbursed due to project not complete)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Repair the structure of the building so that it is secure and safe, as well as correct water leakage issues and prevents further deterioration of the building. A safe and secure building will ensure that business can continue as it has for more than 70 years.

IMPACT IF DENIED: They would hold off the repairs to the building which could mean eventual demise of the building structure and the business.

ALTERNATIVES: NA

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

A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

A Safe Community. To protect community life and property by providing effective, principled police and fire services.

	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
X	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	<i>Leigh Ann Matthews</i> 6/30/11
Finance Department (Certification of Availability of Funds):	
Date:	6-30-11 <i>Angela Evans</i>
Corporation Counsel:	
Date:	
City Manager:	
Date:	7/1/11 <i>Joseph W. Wellman</i>

City of Pekin, Illinois Downtown Facade Revitalization Program

APPLICATION REQUEST

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: Scot E. Johannes / Maurie's
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 522 Court St., Pekin PIN No. 04-04-35-339-007
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 522 Court St. Phone #: 309-346-5174
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? yes - retail
8. Briefly describe the type of business operation presently housed in building: Retail store that specializes in homemade candy, popcorn, Carmelcorn, books, magazines gifts + greeting cards
9. What is approximate age of building? 100
10. Is Owner of property currently participating in any other City business assistance program? No
11. Are you aware of any historical or architectural significance associated with the building? yes
If yes, please explain: Maurie's opened in 1941 and is a Pekin Icon.
Many people have fond memories of our neon sign.
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:
The structural integrity of the building is subpar. We need to do serious structural work to the front of the building and replace the storefront windows and doors.

13. How soon after possible grant approval by the City would you begin your project? immediately
14. Once started, how long would it take to complete? 180 days
15. What is the total cost of planned eligible work? \$ \$50,440.00
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
GROSS REVENUE & POSSIBLY LOANS, IF NEEDED,
17. Will the planned building renovation result in the creation of any new jobs? —
If yes, how many full-time and/or part-time positions will result? —

Applicant(s) Signature: Scott Johnson Date: 17 MAY 11

_____ Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

☒ recommends _____ does not recommend approval to the City Council.

Date: 6/13/11 Chair Signature: [Signature]

Amount recommended: \$ 25,620.00 Conditions, if any: _____

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois Downtown Facade Revitalization Program

Required Attachments Along With Application Request

- | | |
|---|---|
| ☒ Proof of building ownership. | ☒ Current photographs of building showing all areas subject to improvement. |
| ☒ Concurrence of Owner to participate in program if Owner is not Applicant. | ☒ Drawings depicting exterior appearance of building following completion of project including lighting, signage, landscaping, etc., as applicable. |
| ☒ Minimum of two (2) qualified bids for all program eligible work to be performed. | ☒ Executed Applicant/Owner Certification Form. |
| ☒ Copy of building assessment from licensed structural engineer (if required). Any building assessment costs are considered eligible project costs. | ☒ Letter from Applicant/Owner expressing need for financial assistance. |
| ☒ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution. | ☒ Summary sheet of project/s. |

Upon receiving a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

*As Applicant(s) for participation in the City of Pekin's Downtown facade Revitalization Program,
I/we acknowledge with following statements.*

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown facade Revitalization Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a three (3) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a non-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We have read and understand the Design Standards for the Pekin Downtown facade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with these standards.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.

- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to commercial use to qualify for program participation.
- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: *Scott E. Rehman*

Date: 17 MAY 11

Date: _____

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

Project Summary
Maurie's Candies
522 Court Street
Façade Grant Application

Windows	\$12, 640.00
Masonry	\$37,000.00
Structural Assessment	\$800.00
Total Project Cost	\$50, 440.00
Total Requested from City	\$25,620.00

Pekin Mainstreet committee:

I, Scot E. Johannes, own Maurie's @ 522 Court St. in Pekin, IL. I just bought the business in December of 2010.

The business has a very good walk-in business and gross revenue sales, but the cost of goods and overhead are very high, too. I have already spent a lot of money on this building, which has been neglected for many years, but there is not enough funds available to do a fraction of what really needs to be done. So, I ask for financial assistance, in order to keep this Iconic business, (that is 70 years old this year), open and available to the fine citizens of Pekin. Thank you so much for your consideration and help!

Sincerely,
Scot E. Johannes

Assessment Office

Tazewell County, Illinois

Site Provided by...

governmax.com 1.13

Parcel**Tabs****Parcel**

Print View
Land
Improvements
Sales History
Valuation History
Assessments
Taxes

Parcel ID
04-04-35-339-007

Alt. PIN

Parcel Address
522 COURT ST, PEKIN

Tax Payer Information**Tax Payer**

JOHANNES SCOT E

Tax Payer Address

232 FAIRVIEW AVE
EAST PEORIA IL 61611000

Transfer Date

12/13/2010

Searches

Address
Parcel ID
City
Legal Desc.

Location Information**GIS**

District No. 04021
Township No. 004,
Parcel Address 522 COURT ST, PEKIN

Section & Plat

State Assigned District No. 04
Routing No.
Legal Desc. SE

OF
20
LC

Functions

Home
Login/Logout
Property Search
Help
Feedback
Tazewell County

**Parcel Information**

Property Class Code 60 COMMERCIAL BUSINESS
Neighborhood Code 424
Neighborhood Factor .00
Neighborhood Type
Street or Road Code

Topography

Level N
High N
Low N
Rolling N
Swampy N
Flood Hazard N
Waterfront Property Type /

This information is for assessment purposes only.

Print First Previous Next Last

PERM Glass & Mirror Co.
Email: pglassm@yahoo.com
332 Derby St.
Pekin, IL 61554

PROPOSAL

JOB NO.

JOB NAME

LOCATION

MAURIES - Court St.

DATE

5-2-11

309-347-6158 Fax 347-1778

SCOTT JOHANNES

522 Court St.

PEKIN, IL 61554

We hereby submit specifications and estimates for:

2 x 4 1/2" THERMAL STOREFRONT SYSTEM
CLEAR ANODIZED FINISH. GLASS TO BE 1" CLEAR LOWE TEMPERED INSULATING
GLASS. DEMOLITION AND INSTALLATION INCLUDED

Area below for additional description and/or drawings:

SEE ELEVATION SHEETS FOR QUANTITY AND DESIGN.

REAR OF BUILDING CONSIST OF:

1- 58x64

1- 30x24

2- 38x38

3- 26x56

1- 38x56

WE PROPOSE hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

Payment to be made as follows:

dollars (\$ 39,662.00).

Dan Sullivan Pres Good 60 Days

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

GRAWLEY GLASS 674-9129

901 SW Adams St. 674-9120fax

Peoria, IL 61602

PROPOSAL

Page No. 1
of 1 Pages

PROPOSAL SUBMITTED TO:		PHONE 347-25601	DATE 5/3/2011
NAME Scot Johannes	JOB NAME Mauries		
STREET	STREET 522 Court St		
CITY	CITY Pekin	STATE IL	
STATE			

We hereby submit specifications and estimate for:

- * **Furnish and install new thermal aluminum storefront with 1" insulated glass units.**
- * **Approximately 45 linear feet of existing storefront to be removed and disposed of off-site.**
- * **New aluminum to be clear anodized finish. Glass to be clear.**
- * **Includes 4 small fixed glass openings and (1) pair of steel doors and frame**
- * **Includes all necessary anchors, fasteners, caulk at own work, labor, tax.**

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of Fifteen thousand seven hundred eighty dollars dollars (\$ 15780.00) with payment to be made as follows:

Terms: Net 30 days - 1 1/2 % per month finance charge after 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature Mark BryantACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature: _____

DATE _____

Signature: _____



KELLY GLASS, INC.

2400 S. W. ADAMS ST.
PEORIA, IL 61602

PHONE: 309 676-3573
FAX: 309-676-3722

PROPOSAL SUBMITTED TO:
JOB NAME:
JOB LOCATION:

Scot Johannes
Pekin Court Street
522 Court St, Pekin, IL

We propose to furnish and install the following per your request:

Aluminum Framed Entrances and Storefront

- (1) Pair Kawneer #190 narrow stile aluminum doors, 6'0" x 7'0", with sidelites and transom
- (1) Single Kawneer #190 narrow stile aluminum door, 3'0" x 7'0", with sidelite and transom
- Standard aluminum door hardware will be provided as follows:
 - 1 ½ pair Kawneer ball bearing butt hinges
 - Adams Rite maximum security deadbolt lock
 - Kawneer keyed cylinder at exterior, thumb turn at interior
 - Dor-O-Matic SC60BC surface mounted closer
 - Kawneer 1" diameter push/pull handles
 - ADA compliant low-rise aluminum threshold
 - Kawneer Sealair weather stripping
- (4) Kawneer #451T thermal aluminum storefront frames at front of building
 - (1) Approx. 13'0" x 7'0"
 - (1) Approx. 9'0" x 7'0"
 - (2) Approx. 6'6" x 7'0"
- Aluminum finish to be Kawneer #17 clear anodized
- Perimeter sealants adjacent to our aluminum systems are included
- 1" Clear insulated glass at exterior doors and frames (tempered where required by code)
- Demolition and disposal of existing aluminum doors, frames, and windows are included

We propose to furnish material, labor, and tax; complete in accordance
with the above specifications for the sum of:

\$ 10,660.00

Add for (4) Kawneer #451T thermal aluminum fixed windows, at rear of building

- (2) 36" x 56" - 1" Clear insulated glass
- (2) 24" x 56" - (1) 1" Clear insulated glass & (1) 1" Obscure insulated glass
- Aluminum finish to be Kawneer #17 clear anodized
- Perimeter sealants adjacent to our aluminum systems are included
- Demolition and disposal of existing windows are included

\$ 1,980.00

PROPOSAL SUBMITTED BY:

Rod Antrim

DATE: 4/27/11

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. THERE IS NO WARRANTY FOR GLASS BREAKAGE. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. GLASS LABELS AND MARKINGS WILL BE REMOVED; HOWEVER OTHERS MUST PROVIDE FINAL GLASS CLEANING. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. PROPERTY OWNER IS TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. NOTE: WE RESERVE THE RIGHT TO WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IS EXPECTED AT TIME OF SERVICE, UNLESS OTHER TERMS HAVE BEEN ARRANGED. I AGREE TO PAY ALL LEGAL FEES AND EXPENSES NECESSARY TO COLLECT ANY BALANCE DUE ON THIS ACCOUNT AND TO PAY A SERVICE FEE OF 1- ½ % PER MONTH ON ALL PAST DUE BALANCES.

SIGNATURE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Frank Mackaman, Interim City Manager

From: TIF ADMINISTRATOR – Central Business District TIF

AGENDA ITEM: TIF Façade Grant Program Application by Maurie's Candies

AGENDA DATE REQUESTED: July 11, 2011

ACTION REQUESTED: \$25,620.00

DESCRIPTION: Approval by Mayor and Council to pay Maurie's property owner of the amount under the terms of the Façade Grant Program guidelines for the amount of \$25,620.00. Under the Façade Grant Program Guidelines, it states that "The City may, at its own discretion, increase the amount of its participation in a particular project." Building and business owner, Scot Johannes, is requesting financial assistance through this program to assist in major masonry work to secure the structure of the building and to replace the windows and doors on the front of the store to stop water leakage and drafts. A structural assessment was conducted by a structural engineer (an expense that is fully reimbursable by the program) and from the structural assessment, it is evident that the repairs are necessary to preserve the entire structure of the building. Monies from the program are granted through a 3 year forgivable grant term. Mr. Johannes submitted two bids for each of the requested projects. Mr. Johannes purchased the building and business in December with the intention of continuing to operate this 70 year old Pekin icon as a candy, popcorn, book and magazine shop in downtown Pekin. Pekin Main Street Design committee has reviewed the application and recommends to council the approval of this Façade Grant application for the amount of \$25,620.00. The approved amount would be paid upon satisfactory completion of the work. Total improvement costs for the above work is \$50,440.00.

FINANCIAL IMPACT: \$25,620.00/\$150,000.00

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Repair the structure of the building so that it is secure and safe, as well as correct water leakage issues and prevents further deterioration of the building. A safe and secure building will ensure that business can continue as it has for more than 70 years.

IMPACT IF DENIED: They would hold off the repairs to the building which could mean eventual demise of the building structure and the business.

ALTERNATIVES: NA

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

A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

A Safe Community. To protect community life and property by providing effective, principled police and fire services.

A Strong Foundation. To improve and maintain existing infrastructure and leverage

	opportunities for new infrastructure.
X	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICATION REQUEST

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: Scot E. Johannes / Maurie's
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 522 Court St., Pekin PIN No. 04-04-35-339-007
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 522 Court St. Phone #: 309-346-5174
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? yes - retail
8. Briefly describe the type of business operation presently housed in building: Retail store that specializes in homemade candy, popcorn, Carmelcorn, books, magazines gifts + greeting cards
9. What is approximate age of building? 100
10. Is Owner of property currently participating in any other City business assistance program? No
11. Are you aware of any historical or architectural significance associated with the building? yes
If yes, please explain: Maurie's opened in 1941 and is a Pekin Icon.
Many people have fond memories of our neon sign.
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:
The structural integrity of the building is subpar. We need to do serious structural work to the front of the building and replace the storefront windows and doors.

13. How soon after possible grant approval by the City would you begin your project? immediately
14. Once started, how long would it take to complete? 180 days
15. What is the total cost of planned eligible work? \$ \$50,440.00
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
GROSS REVENUE & POSSIBLY LOANS, IF NEEDED,
17. Will the planned building renovation result in the creation of any new jobs? —
- If yes, how many full-time and/or part-time positions will result? —

Applicant(s) Signature: Scott Johnson Date: 17 MAY 11

_____ Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

☒ recommends _____ does not recommend approval to the City Council.

Date: 6/13/11 Chair Signature: Doreen Lennay

Amount recommended: \$ 25,620.00 Conditions, if any: _____

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois Downtown Facade Revitalization Program

Required Attachments Along With Application Request

- | | |
|---|---|
| ☒ Proof of building ownership. | ☒ Current photographs of building showing all areas subject to improvement. |
| ☒ Concurrence of Owner to participate in program if Owner is not Applicant. | ☒ Drawings depicting exterior appearance of building following completion of project including lighting, signage, landscaping, etc., as applicable. |
| ☒ Minimum of two (2) qualified bids for all program eligible work to be performed. | ☒ Executed Applicant/Owner Certification Form. |
| ☒ Copy of building assessment from licensed structural engineer (if required). Any building assessment costs are considered eligible project costs. | ☒ Letter from Applicant/Owner expressing need for financial assistance. |
| ☒ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution. | ☒ Summary sheet of project/s. |

Upon receiving a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

*As Applicant(s) for participation in the City of Pekin's Downtown facade Revitalization Program,
I/we acknowledge with following statements.*

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown facade Revitalization Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a three (3) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a non-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We have read and understand the Design Standards for the Pekin Downtown facade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with these standards.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.

- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to commercial use to qualify for program participation.
- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: Scott Rehman

Date: 17 MAY 11

Date: _____

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

Project Summary
Maurie's Candies
522 Court Street
Façade Grant Application

Windows	\$12, 640.00
Masonry	\$37,000.00
Structural Assessment	\$800.00
Total Project Cost	\$50, 440.00
Total Requested from City	\$25,620.00

Pekin Mainstreet committee:

I, Scot E. Johannes, own Maurie's @ 522 Court St. in Pekin, IL. I just bought the business in December of 2010.

The business has a very good walk-in business and gross revenue sales, but the cost of goods and overhead are very high, too. I have already spent a lot of money on this building, which has been neglected for many years, but there is not enough funds available to do a fraction of what really needs to be done. So, I ask for financial assistance, in order to keep this Iconic business, (that is 70 years old this year), open and available to the fine citizens of Pekin. Thank you so much for your consideration and help!

Sincerely,
Scot E. Johannes

Assessment Office

Tazewell County, Illinois

Site Provided by...

governmax.com_{1,13}**Parcel****Tabs****Parcel**[Print View](#)[Land](#)[Improvements](#)[Sales History](#)[Valuation History](#)[Assessments](#)[Taxes](#)**Parcel ID**

04-04-35-339-007

Alt. PIN**Parcel Address**

522 COURT ST, PEKIN

Tax Payer Information**Tax Payer**

JOHANNES SCOT E

Tax Payer Address232 FAIRVIEW AVE
EAST PEORIA IL 61611000**Transfer Date**

12/13/2010

Searches[Address](#)[Parcel ID](#)[City](#)[Legal Desc.](#)**Location Information****GIS****District No.**

04021

Township No.

004,

Parcel Address

522 COURT ST, PEKIN

Section & Plat**State Assigned District No.** 04**Routing No.****Legal Desc.**

SE

OF

20

LC

Functions[Home](#)[Login/Logout](#)[Property Search](#)[Help](#)[Feedback](#)[Tazewell County](#)**Parcel Information****Property Class Code** 60 COMMERCIAL BUSINESS**Neighborhood Code** 424**Neighborhood Factor** .00**Neighborhood Type****Street or Road Code****Topography****Level**

N

High

N

Low

N

Rolling

N

Swampy

N

Flood Hazard

N

Waterfront Property Type

N

This information is for assessment purposes only.

[Print](#) [First](#) [Previous](#) [Next](#) [Last](#)

Email: pglassm@yahoo.com
332 Derby St.
Pekin, IL 61554

PROPOSAL

JOB NO.

JOB NAME

LOCATION

MAURIES - COURT ST.

DATE

5-2-11

309-347-6158 Fax 347-1778

SCOTT JOHANNES

522 COURT ST.

PEKIN, IL 61554

We hereby submit specifications and estimates for:

2 x 4 1/2" THERMAL STOREFRONT SYSTEM
CLEAR ANODIZED FINISH. GLASS TO BE 1" CLEAR LOWE TEMPERED INSULATING
GLASS. DEMOLITION AND INSTALLATION INCLUDED

Area below for additional description and/or drawings:

SEE ELEVATION SHEETS FOR QUANTITY AND DESIGN.

REAR OF BUILDING CONSIST OF:

1- 58x64

1- 30x24

2- 38x38

3- 26x56

1- 38x56

WE PROPOSE hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

Payment to be made as follows:

dollars (\$ 39,662.00).

San Sullivan Price Good 60 Days

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

GRAWEY GLASS 674-9129

901 SW Adams St. 674-9120fax

Peoria, IL 61602

PROPOSAL

Page No. 1
of 1 Pages

PROPOSAL SUBMITTED TO:		PHONE 347-25601	DATE 5/3/2011
NAME Scott Johannes		JOB NAME Mauries	
STREET		STREET 522 Court St	
CITY		CITY Pekin	STATE IL
STATE			

We hereby submit specifications and estimate for:

- * *Furnish and install new thermal aluminum storefront with 1" insulated glass units.*
- * *Approximately 45 linear feet of existing storefront to be removed and disposed of off-site.*
- * *New aluminum to be clear anodized finish. Glass to be clear.*
- * *Includes 4 small fixed glass openings and (1) pair of steel doors and frame*
- * *Includes all necessary anchors, fasteners, caulk at own work, labor, tax.*

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of Fifteen thousand seven hundred eighty dollars dollars (\$ 15780.00) with payment to be made as follows:

Terms: Net 30 days - 1 1/2 % per month finance charge after 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature Mark BryantACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature: _____

DATE _____

Signature: _____



KELLY GLASS, INC.

2400 S. W. ADAMS ST.
PEORIA, IL 61602

PHONE: 309 676-3573
FAX: 309-676-3722

PROPOSAL SUBMITTED TO:
JOB NAME:
JOB LOCATION:

Scot Johannes
Pekin Court Street
522 Court St, Pekin, IL

We propose to furnish and install the following per your request:

Aluminum Framed Entrances and Storefront

- (1) Pair Kawneer #190 narrow stile aluminum doors, 6'0" x 7'0", with sidelites and transom
- (1) Single Kawneer #190 narrow stile aluminum door, 3'0" x 7'0", with sidelite and transom
- Standard aluminum door hardware will be provided as follows:
 - 1 ½ pair Kawneer ball bearing butt hinges
 - Adams Rite maximum security deadbolt lock
 - Kawneer keyed cylinder at exterior, thumb turn at interior
 - Dor-O-Matic SC60BC surface mounted closer
 - Kawneer 1" diameter push/pull handles
 - ADA compliant low-rise aluminum threshold
 - Kawneer Sealair weather stripping
- (4) Kawneer #451T thermal aluminum storefront frames at front of building
 - (1) Approx. 13'0" x 7'0"
 - (1) Approx. 9'0" x 7'0"
 - (2) Approx. 6'6" x 7'0"
- Aluminum finish to be Kawneer #17 clear anodized
- Perimeter sealants adjacent to our aluminum systems are included
- 1" Clear insulated glass at exterior doors and frames (tempered where required by code)
- Demolition and disposal of existing aluminum doors, frames, and windows are included

We propose to furnish material, labor, and tax; complete in accordance
with the above specifications for the sum of:

\$ 10,660.00

Add for (4) Kawneer #451T thermal aluminum fixed windows, at rear of building

- (2) 36" x 56" - 1" Clear insulated glass
- (2) 24" x 56" - (1) 1" Clear insulated glass & (1) 1" Obscure insulated glass
- Aluminum finish to be Kawneer #17 clear anodized
- Perimeter sealants adjacent to our aluminum systems are included
- Demolition and disposal of existing windows are included

\$ 1,980.00

PROPOSAL SUBMITTED BY:

Rod Antrim

DATE: 4/27/11

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. THERE IS NO WARRANTY FOR GLASS BREAKAGE. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. GLASS LABELS AND MARKINGS WILL BE REMOVED; HOWEVER OTHERS MUST PROVIDE FINAL GLASS CLEANING. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. PROPERTY OWNER IS TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. NOTE: WE RESERVE THE RIGHT TO WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IS EXPECTED AT TIME OF SERVICE, UNLESS OTHER TERMS HAVE BEEN ARRANGED. I AGREE TO PAY ALL LEGAL FEES AND EXPENSES NECESSARY TO COLLECT ANY BALANCE DUE ON THIS ACCOUNT AND TO PAY A SERVICE FEE OF 1- ½ % PER MONTH ON ALL PAST DUE BALANCES.

SIGNATURE: _____ DATE: _____

PROPOSAL

PROPOSAL NO.
SHEET NO.
DATE <u>5-16-11</u>

PROPOSAL SUBMITTED TO:

NAME <u>Mauries</u>
ADDRESS <u>522 Court St.</u>
<u>Pekin IL 61554</u>
PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

This estimate includes all ~~masonry~~ recommended repairs to masonry walls in the basement. Repairs on exterior rear walls and replacing windows with glass block or concrete block. All recommended masonry repairs to storefront and staining brick on storefront.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of _____ Dollars (\$ 50,000.00)

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Force Masonry Inc.
Per Dave Force 262-6103

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
Date _____ Signature _____

308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell

March 28, 2011

Mr. Scot Johannes

RE: TIFF Grant Proposal; Structural Assessment
Mauries- Candy Store
522 Court Street
Pekin, Illinois 61554
ATSE Project # MISC2011-02

Dear Mr. Johannes,

This letter shall serve as the vehicle that documents our site survey and the corresponding structural assessment of Mauries Candy Store, located at 522 Court Street Pekin, Illinois. Personnel from ATSE Consultants performed a site visit on March 15, 2011 at approximately 9:00 am. The structural evaluation was performed at the request initiated by the business owner Mr. Johannes in response to satisfying one of the TIFF grant proposal requirements mandated by the City of Pekin.

Existing Structure:

The business has been operating since 1941, however according to the Tazewell County Assessment office parcel idea card 04-04-35-339-007 the building was constructed in 1930. The store is a typical downtown storefront business, with two adjacent structures sharing a common wall between spaces. The construction type consists of masonry load bearing walls supporting wood floor and roof joist framing supported by perimeter load bearing masonry walls on a brick foundation. The foundation was constructed utilizing a fire-rated wall assembly typically found in buildings constructed during that era. Since these structures burned coal for heat, the basement walls were built with a hollow clay tile brick veneer that served as a means to insulate the load bearing brick foundation wall beyond.

Structural Assessment:

This structural assessment consisted of a visual observation of the structural elements that were accessible without the removal of architectural finishes. The intent of this assessment was to evaluate the overall structural integrity of the building and highlight any areas that in our opinion show signs of structural distress. In addition, our opinion of recommended actions will be provided as a minimum for these locations noted. During our visit we noticed three primary areas that have varied levels of structural concern. These areas consist of the front façade, the store signage and the main floor structure visible in the basement.

1. The front façade consists of brick veneer with a large percentage of glass storefront. As a result of the large amount of glass, the bricks above the storefront windows are supported by a steel support beam that extends the entire width of the front façade [photo 1]. It should be noted that this beam not only supports the weight of the brick above, but also serves as a wind girt that transfers the lateral wind load to the roof structure and then adjacent shear walls. Unfortunately, the current condition of the steel beam is extremely poor with excessive corrosion, decay and a noticeable amount of movement in both vertical and horizontal directions [photo 2].

308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell

2. The next location of concern involves the two signs currently supported from this façade. It appears that the signs are supported via mechanical anchors attached to the brick veneer along with a series of tension cables. Even though the amount of load induced by these signs to the structure is relatively small, we feel that the signs should be removed and replaced once the brick and steel support beam is corrected [photo 3 & 4].
3. The final area of concern is made up of numerous structural elements located within the basement. Once in the basement the first floor structure is exposed and easily identified. It was determined that the floor structure was constructed with 2"x12" wood floor joists spaced on 14" centers and spanning in the transverse (east-west) direction between the perimeter brick foundation walls and a center timber beam and post frame. The center timber frame is made up of 6"x8" heavy post timbers on 6'-0" to 8'-0" centers of which then supports 7 1/2" x 5 1/2" timber beams. The current condition of these timbers is relatively good, with exception to the following locations that require structural modifications [photo 5].
 - a. The first of these issues involves the bottom 6" to 12" of the last two posts located at the back of the store. Due to repeat exposure to water infiltration, the bottoms of the two posts have extreme levels of dry-rot. During my site visit, I could easily push the spade of a screw driver into the material at the base of the post [photo 6].
 - b. The second issue relates to this timber frame found at the very last section at the back of the store. At this location, a large section of the timber beam was cut or notched in order to allow for piping to pass through. It should be noted that notching of any structural wood members should always be avoided, and in this instance has reduced the structural capacity of the member to an unacceptable level [photo 7 & 8].
 - c. Similarly, the last two 2"x12" floor joists located at the south-east corner of the basement had also been notched. These two members were notched near the bearing location at the east foundation wall, and therefore also have a reduced structural capacity [photo 9].
 - d. Finally, there is a 6'-0" to 7'-0" opening in the foundation wall located on the East side of the basement. Currently, about three of the 2"x12" floor joists are only being supported by the weak axis of a 2"x6" wood member that spans over the opening [photo 10].

Conclusion & Recommended Actions

Based on the age of the building, and contingent on the assumption that the following recommendations are executed effectively, the overall structure is in fair condition. The following recommendations are based on engineering judgment and professional opinions, no testing or analytical computations were performed in deriving these results. Please note that these recommendations are intended to be the minimum measures taken to address the deficiency. Actual procedures, details and or means and methods used to act out these actions are at the full responsibility of the owner and or selected contractor. Our recommendations shall be taken as opinion based conclusions derived from standard engineering principles for strength and stability.

Action #1 [Photos 1 & 2 Reference]

- Remove and replace steel beam. The new beam shall be designed to carry all of the brick load plus the lateral wind load from the storefront. It is recommended that kickers be designed and provided at the bottom of the new beam to transfer the wind load up to the roof diaphragm. The design of this member, and any construction details and temporary shoring are the responsibility of the general contractor.

Action #2 [Photo 3 Reference]

- As stated previously, we believe that the current condition of the brick façade is not suitable to support any additional loads, including but not limited to signage. It is our recommendation, that any signage hung from the front façade be incorporated in the design of the beam and façade noted in action #1.

Action #3 [Photos 5&6 Reference]

- Due to excessive dry-rot the two posts are unsafe and unacceptable. It is our recommendation that the two posts are either replaced or supplemented with columns of equal structural properties. Also, unless the water problem is eradicated, the use of treated wood columns, galvanized or stainless steel posts shall be implemented.

Action #4 [Photos 7&8 Reference]

- The large notch in the heavy timber beam has reduced the structural capacity of that timber by approximately 50% to 75%. Therefore, it is our recommendation that the plumbing line be relocated and supplemental beams be added to restore the timber beam back to its original strength and stiffness.

Action #5 [Photos 9 Reference]

- The large notches in the 2"x12" joists have reduced the structural capacity of those members. Therefore, it is our recommendation that supplemental 2"x12" joists be added to each side of these members.

Action #6 [Photos 10 Reference]

- The foundation wall shall be in-filled with concrete masonry units, to allow for a clear load path from the floor framing directly into the foundation.

Thank you for retaining us for this assessment. If there are any questions, please call.

Respectfully,

ATSE CONSULTANTS, LLC.
Allen Taylor - SE
President / Owner
IL. SE # 081-006217





308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell



Photo 1 (Front Façade)

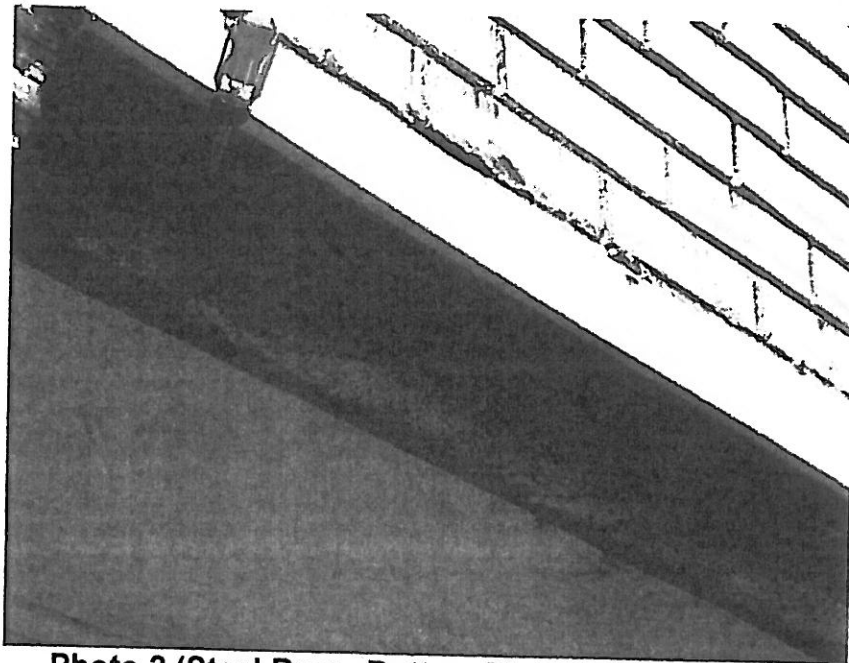


Photo 2 (Steel Beam Bottom Plate Pulling Away)

308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-8591 Cell



Photo 3 (Signage)

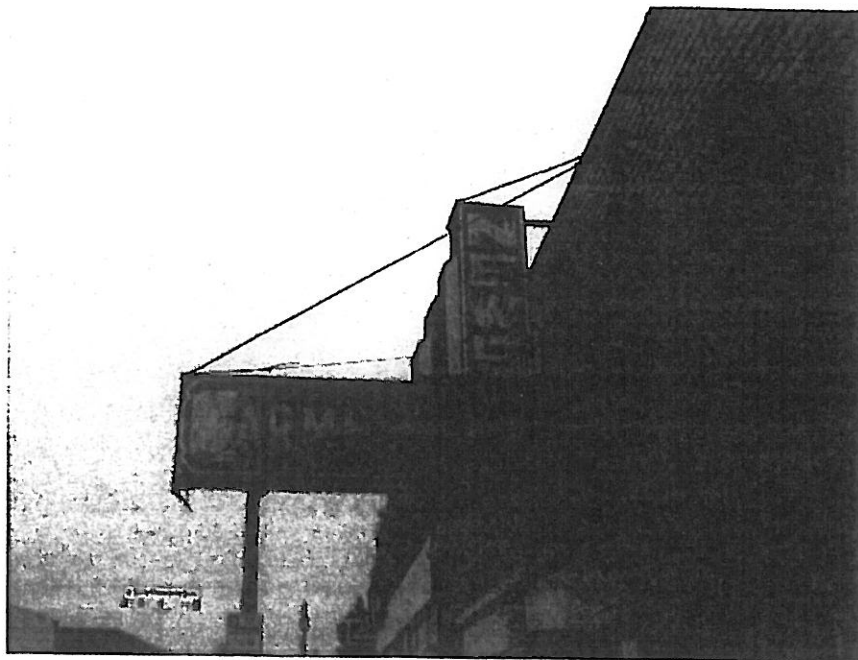


Photo 4 (Signage)



308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell

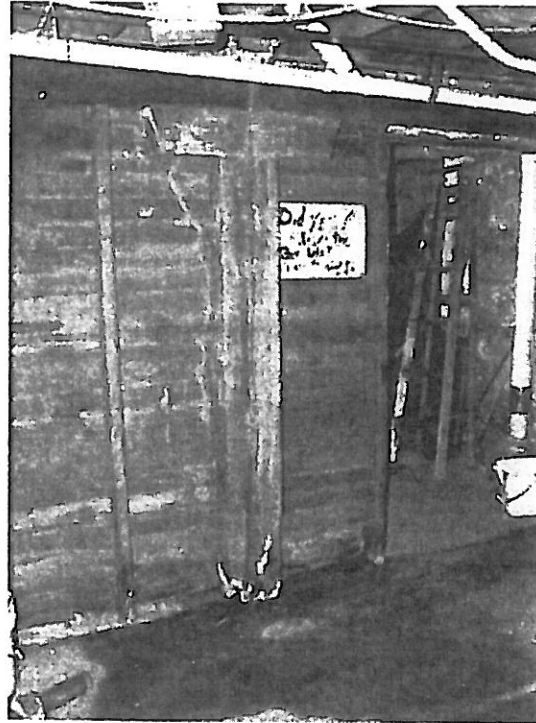


Photo 5 (Post and Beam)

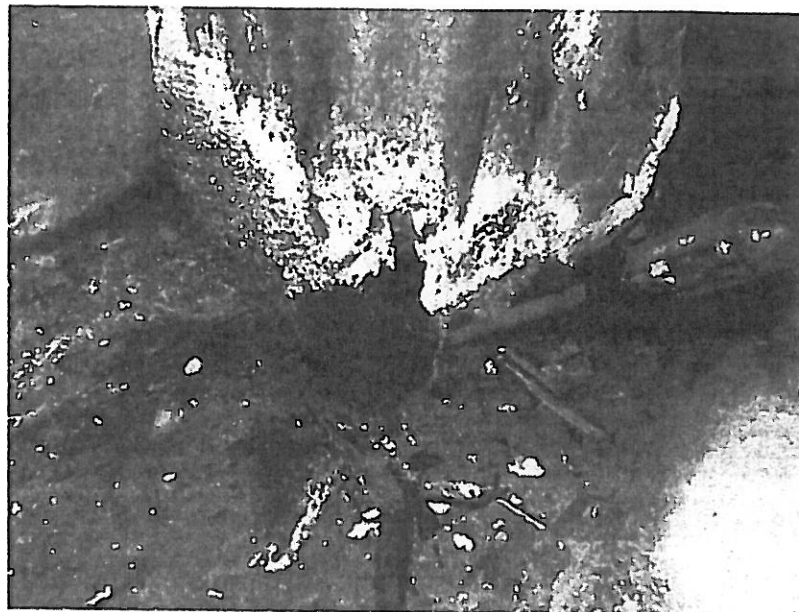


Photo 6 (Post @ Base Dry-Rot)



308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell

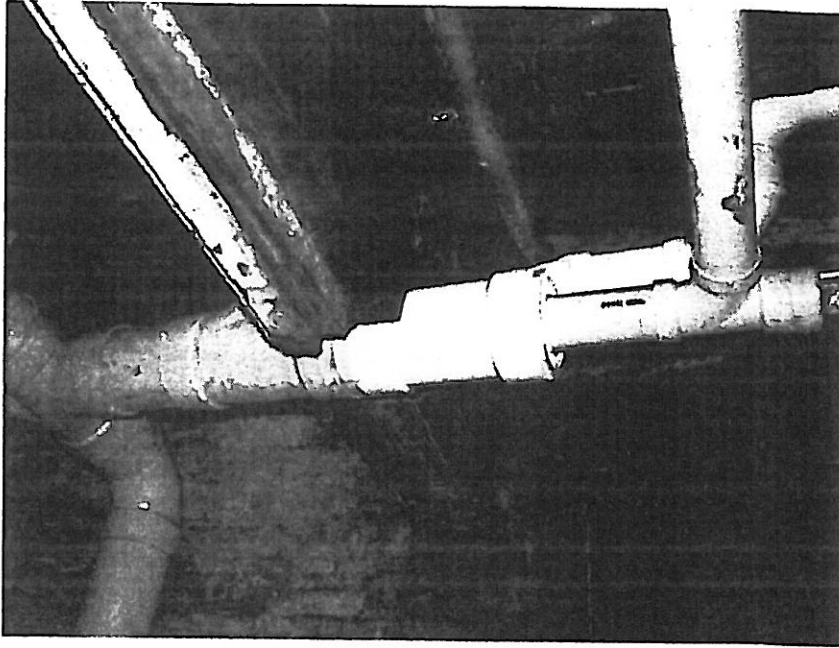


Photo 7 (Notched Timber)

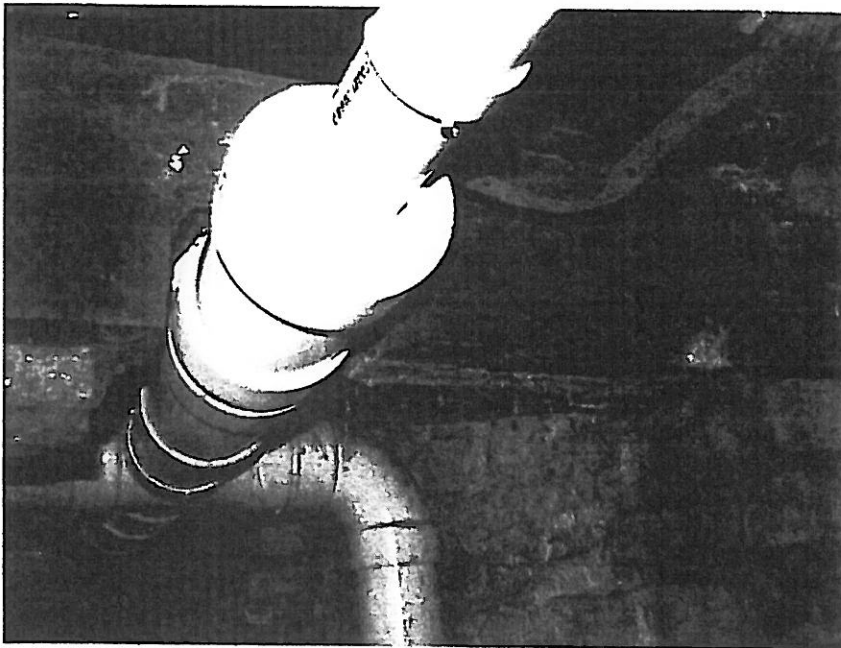


Photo 8 (Notched Timber)



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Joe Wuellner, City Manager

From: TIF ADMINISTRATOR – Central Business District TIF

AGENDA ITEM: Downtown TIF Commercial Retail & Upper Story Housing Loan Program for 359 Court Street for interior improvements requested by Maurie's Candies

AGENDA DATE REQUESTED: July 11, 2011

ACTION REQUESTED: \$25,000.00

DESCRIPTION: Approval by Mayor and Council to pay Maurie's property owner of the amount under the terms of the Commercial Retail and Upper Story Housing Loan Program in the amount of \$29,800.13. The program reimburses 1/2 of the eligible expenses up to \$25,000 (whichever is less). Monies from the program are granted through a 5 year forgivable loan structure. The eligible interior improvements by Scot Johannes, business and building owner, include repairs to the ceilings and walls, new floor coverings, painting, installing new outlets, updates and repairs to plumbing, upgrade of lighting fixtures and updating electrical service. Scot Johannes submitted two bids for each of the requested projects. Mr. Johannes purchased the building and business in December with the intention of continuing to operate this 70 year old Pekin icon as a candy, popcorn, book and magazine shop in downtown Pekin. Pekin Main Street Design committee has reviewed the application and recommends to council the approval of this Commercial Retail & Upper Story Housing Loan Program for the amount of \$25,000.00. Mr. Johannes is requesting \$12,500.00 up front to begin the project, which is allowed under the program guidelines. The remainder would be paid upon satisfactory completion of the work. A mortgage will be recorded on 522 Court Street as a security for the City of Pekin on the loan amount until the 5 year forgivable loan terms are met. Total improvement costs for the above work is \$64,971.25

FINANCIAL IMPACT: \$25,000.00/\$150,000.00 (\$30,437.82 approved but not disbursed due to project not complete)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Improve the energy efficiency of the business as well as bring many facets involved in the business up to date with health department and life safety code standards.

IMPACT IF DENIED: Delays renovations due to overall business operation.

ALTERNATIVES: NA

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

A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

A Safe Community. To protect community life and property by providing effective, principled police and fire services.

A Strong Foundation. To improve and maintain existing infrastructure and leverage

	opportunities for new infrastructure.
X	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	<i>Weg Ann Matthews</i> 6/30/11
Finance Department (Certification of Availability of Funds):	
Date:	6-30-11 <i>Angela Evans</i>
Corporation Counsel:	
Date:	
City Manager:	
Date:	7/1/11 <i>Joseph Wellman</i>

City of Pekin, Illinois

Downtown TIF Commercial Retail & Upper Story Housing Loan Program

APPLICATION REQUEST

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: Scot E. Johannes / Maurie's Candies
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 522 Court St., Pekin PIN No. 04-04-35-339-007
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 522 Court St. Pekin Phone #: 309-694-3179
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? Yes
8. Briefly describe the type of business operation presently or will be housed in the building:
Retail store that specializes in homemade candy, popcorn / Barmel corn, books, magazines, gifts + greeting cards.
9. What is approximate age of building? 100
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? Yes
If yes, please explain: Maurie's opened in 1941 and is an icon in Pekin.
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance the function of the building:
There is a lot of work that needs to be done to get business up to health department standards. In addition, the work I desire to do will help with energy efficiency of the building. I hope that these improvements will allow me to expand into fundraising sales and mail order / internet sales.

13. If the building includes commercial retail space, please provide a copy of your business plan.
14. How soon after possible grant approval by the City would you begin your project? immediately
15. Once started, how long would it take to complete? 180 days
16. What is the total cost of planned eligible work? \$ 64,971.25
17. From what sources and in what amounts, other than the City, will the money for this project be drawn?
Please be specific:
Gross revenue of sales + possibly loans, if needed.
18. Will the planned building renovation result in the creation of any new jobs? definitely
If yes, how many full-time and/or part-time positions will result? I would anticipate at least 3-5 part time positions

Applicant(s) Signature: [Signature] Date: 17 MAY 11

_____ Date: _____

CITY USE ONLY

The City of Pekin TIF Administrator:

☒ recommends _____ does not recommend approval to the City Council.

Date: 6/18/2011 TIF Administrator Signature: [Signature]

Amount recommended: \$ 25,000.00 Conditions, if any: _____

City Council:

_____ approves _____ does not approve loan program.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois

Downtown TIF Commercial Retail / Upper Story Housing Loan Program

Required Attachments Along With Application Request

- | | |
|---|---|
| ☒ Proof of building ownership. | ☒ Current photographs of building showing all areas subject to improvement. |
| ☒ Concurrence of Owner to participate in program if Owner is not Applicant. | ☒ Drawings depicting interior/exterior site plan project. |
| ☒ Minimum of two (2) qualified bids for all program eligible work to be performed. | ☒ Executed Applicant/Owner Certification Form. |
| ☒ Copy of building assessment from licensed structural engineer (if required). Any building assessment costs are considered eligible project costs. | ☒ Letter from Applicant/Owner expressing need for financial assistance. |
| ☒ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution. | ☒ Summary sheet of project/s. |

City of Pekin, Illinois

Downtown TIF Commercial Retail/Upper Story Housing Loan Program

APPLICANT CERTIFICATION FORM

As Applicant(s) for participation in the City of Pekin's Downtown TIF Commercial Retail/Upper Story Housing Loan Program, I/we acknowledge with following statements.

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown TIF Commercial Retail/Upper Story Housing Loan Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a five (5) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a non-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.
- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to retail use to qualify for program participation.

- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: Justin Johann

Date: 17 MAY 11

Date: _____

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

Downtown TIF Commercial Retail and Upper Story Loan Program

Maurie's Candies

522 Court Street

Project Application Summary

Carpentry/General Construction	\$41,466.25
Plumbing	\$10,495.00
Upgrade of Lighting	\$5,875.00
Electrical Work	\$7,135.00
Total Project Cost	\$64,971.25
Structural Assessment	\$800.00
Request from City of Pekin	\$25,000.00

Downtown TIF Commercial Retail and Upper Story Loan Program

Maurie's Candies

522 Court Street

Project Application Summary

Carpentry/General Construction	\$41,466.25
Plumbing	\$10,495.00
Upgrade of Lighting	\$5,875.00
Electrical Work	\$7,135.00
Total Project Cost	\$64,971.25
Structural Assessment	\$800.00
Request from City of Pekin	\$33,285.63

Pekin Mainstreet committee:

I, Scot E. Johannes, own Maurie's @ 522 Court St. in Pekin, IL. I just bought the business in December of 2010.

The business has a very good walk-in business and gross revenue sales, but the cost of goods and overhead are very high, too. I have already spent a lot of money on this building, which has been neglected for many years, but there is not enough funds available to do a fraction of what really needs to be done. So, I ask for financial assistance, in order to keep this Iconic business, (that is 70 years old this year), open and available to the fine citizens of Pekin. Thank you so much for your consideration and help!

Sincerely,
Scot E. Johannes

Assessment Office

Tazewell County, Illinois

Site Provided by...

governmax.com 1.13

Parcel**Tabs****Parcel**

Print View

Land

Improvements

Sales History

Valuation History

Assessments

Taxes

Parcel ID
 04-04-35-339-007
Alt. PIN
Parcel Address
 522 COURT ST, PEKIN
Tax Payer Information**Tax Payer**

JOHANNES SCOT E

Tax Payer Address
 232 FAIRVIEW AVE
 EAST PEORIA IL 61611000
Transfer Date

12/13/2010

Searches

Address

Parcel ID

City

Legal Desc.

Location Information**GIS****District No.** 04021**Township No.** 004,**Parcel Address** 522 COURT ST, PEKIN**Section & Plat****State Assigned District No.** 04**Routing No.**
Legal Desc. SE
 OF
 20
 LC
Functions

Home

Login/Logout

Property Search

Help

Feedback

Tazewell County

**Parcel Information****Property Class Code** 60 COMMERCIAL BUSINESS**Neighborhood Code** 424**Neighborhood Factor** .00**Neighborhood Type****Street or Road Code****Topography**
Level N
High N
Low N
Rolling N
Swampy N
Flood Hazard N
Waterfront Property Type N
This information is for assessment purposes only.

Print First Previous Next Last

TODD SAPP
HOME IMPROVEMENTS BY TODD
P.O. BOX 313 SOUTH PEKIN IL. 61564
309-224-7596

SCOTT JOHANNES
522 COURT ST.
PEKIN IL. 61554

QUOTE

03-07-11

<u>QNTY</u>	<u>DISCRIPTION</u>	<u>TOTAL</u>
1	FRONT WINDOW LEDGE AREA ACROSS STOREFRONT. *WINDOW REPAIR *CEILING AND WALL REPAIR *NEW LEDGE /DISPLAY STANDS *PRIME AND PAINT	\$3945.00
1	CANDY ROOM *PLASTER JOINT REPAIR *PRIME PAINT	\$935.00
1	CARD ROOM *CEILING AND WALL REPAIR *PRIME/PAINT	\$1587.00
1	BOOK ROOM *REMOVE PEG BOARD *WALL PREP- SCRAPE AND PATCH WHERE NEEDED *PRIME AND PAINT	
840SF	FLOOR COVERING- ARMSTRONG MIGRATION SERIES ASHEN GREY 12 X 12 TILE. *REMOVE EXISTING TILE AND REPLACE *INSTALL NEW 5/8 X 5 1/4 BASEBOARD (PAINT GR.)	\$5480.50

1	MAGAZINE ROOM *REMOVE PEG BOARD *SCRAPE/REPAIR/PRIME /PAINT WALLS AND CIELING	\$1638.00
1 265SF	BREAK ROOM *WALL AND CEILING REPAIRS *PRIME /PAINT *COMMERCIAL GR. LAMINATE FLOATING FLOOR L8713 Natural Oak ARMSTRONG Floor will need to be leveled in areas.	\$3952.00
1	CANDY ROOM *PLASTER AND JOINT REPAIR *PRIME PAINT	\$895.00
1	CANDY STORE ROOM *PRIME/PAINT CEILING AND WALLS *NEW FLOOR COVERING- ARMSTRONG MIGRATION SERIES ASHEN GREY 12 X 12 TILE. *TEAR OUT EXISTING DOOR AND INSTALL NEW EXT DOOR.	\$3997.00
1	CANDY KITCHEN *REPAIR/PRIME/PAINT CEILING AND WALLS (INCLUDES REBUILD OF BACK WALL) *BUILD NEW VENT COVER *REPLACE OUTLETS (5)	\$2436.00
1	STORAGE ROOM (CANDY) SMALL * NEW FLOOR COVERING- ARMSTRONG MIGRATION SERIES ASHEN GREY 12 X 12 TILE. *ENCLOSE WINDOW * REPAIR/PRIME/PAINT CEILING AND WALLS	\$1498.00
1	POPCORN KITCHEN *INSTALL NEW BASEBOARD 4 1/2 *INSTALL 6 GFCI OUTLETS.	\$587.00

Todd Sapp

Home Improvements by Todd

P.O. Box 313 S. Pekin Il. 61564

(309) 224-7596

Quote: Scot (Mauries)

06-04-11

Qty	Discription	Price
2	4' x 4' x 10' Wall surround for furnace with vent for return air and louvered door for furnace access.	\$738ea. \$1476.00
	*2x 4 construction with drywall ext., Louverd door will be painted white.	
Total		\$1476.00

PROPOSAL

181 TEN MILE CREEK RD.
EAST PEORIA, IL 61611
66072 (618) 274-8822

Name: Scot Johannes

Date: Jan. 28, 2011

Address: 522 Court St, Pekin

Phone: 645-4796

Re: repairs

Contractor to complete the following:

Book Room: (Approx. size – 51 x 15) The front window ledge/bay area will have the ceiling plaster replaced/repainted. There will be some minimal framing repairs over this area as well for the ceiling. The lower window ledge/shelf will also have the damaged areas removed and the lower ledge area will be repaired with new plaster and wood as needed. → \$ 920.00

The peg board will be removed from the walls and the ceiling will be scraped of loose/peeling paint. The walls and ceiling will then be primed and repainted. → \$ 1,690.00

The floor tiles will be scraped up and new underlay will be installed. A new commercial grade floor tile will be installed. → \$ 3,500.00

Magazine Room: The front wall has some cracks that need to be addressed/closed. The plaster will be repaired as well. The lower front window ledge will also be repaired as needed.

→ \$ 875.00

The ceiling will be scraped and repaired as needed and repainted. The right side peg board will be removed and the walls will be repaired and repainted. → \$ 1,500.00

Candy Room: The front window upper header area as well as the lower window sill will be repaired and plastered as needed. Some new wood to finish off trim. → \$ 725.00

The ceiling will have some seams/cracks repaired and be repainted. → \$ 850.00

Cards Room: The front window upper and lower sections will be repaired. → \$ 895.00

The ceiling will be repaired and repainted. The walls will be repaired and repainted (one wall of peg board will remain). → \$ 1,400.00

Break Room: The flooring (approx. 12 x 20) will be removed and new underlay and commercial floor tiles installed. → \$ 2,350.00

The walls and ceiling will be repaired and repainted. → \$ 1,700.00

Back Office: The office wall to the break room will be removed and the flooring removed to be completed with the break room area. Walls and ceiling to be painted. → \$ 2,350.00

Back Storage/Office: The carpet flooring will be removed and replaced. → \$ 840.00

The door and jamb are currently broken they will be replaced with new ones. → \$ 575.00

The walls will be repaired and painted. → \$ 825.00

The hallway area part of the room will have new carpet installed and the walls repainted.

→ \$ 875.00

Break Room Bathroom: The flooring will be removed, new underlay installed and new commercial tiles installed. The walls and ceiling will be repaired and repainted. → \$ 1,875.00

Back Hallway: A new ceiling will be installed, the walls will be repaired and all will be repainted. The rear window will be covered over with drywall and the glass painted black with insulation installed under the new drywall covering. The trim will be replaced in the room (baseboards and door trim). → \$ 3,400.00

Back Bathroom: The ceiling and walls will be repaired and repainted. → \$ 750.00

The current floor will be removed and new underlay installed and new commercial tiles will be installed. → \$ 675.00

The rear window will be replaced with a new white vinyl one (frosted glass). The trim will be replaced (base and casing around the window and door. A new shelf system will be installed over the toilet. → \$ 1,450.00

Candy Store Room: The ceiling and walls will be repaired and repainted. → \$ 1,450.00

The back door will be replaced with a new one. → \$ 750.00

The floor tile will be removed and new commercial floor tiles will be installed. → \$ 1,600.00

Popcorn Kitchen: New rubber base will be installed along the floor and new GFCI outlets (about 5 total) will be installed. → \$ 625.00

Candy Kitchen: Repair the back wall. → \$ 575.00

Replace the back vent cover. → \$ 125.00

Replace 5 outlets with 5 GFCI protected outlets. → \$ 175.00

Repair and repaint the walls and ceiling. → \$ 1,350.00

Small Back Candy Store Room: replace the floor with commercial tiles. → \$ 725.00

Cover the rear window and repair the ceiling and wall then repaint. → \$ 825.00

Sub-total → \$ 38,220.00
+ 10 % Contractor Overhead → \$ 3,822.00
+ 10 % Contractor Profit → \$ 3,822.00

Total for all projects as listed above → \$ 45,864.00

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Forty-Five Thousand Eight Hundred Sixty-Four dollars (\$ 45,864.00).

Payment to be made as follows:

Payments to be made in full as sections/items are completed (see acceptance below).

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Obtaining permits (if necessary) are the responsibility of the Owner, this service can be provided by Contractor for an additional fee. Our workers are fully covered by Workman's Compensation.

Authorized
Signature

 - owner

Note: This proposal may be withdrawn
by us if not accepted within 30 days.

Acceptance of Proposal – the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Checks returned for ANY reason are subject to a \$200.00 fee. Any and all warranties or discounts offered shall become null and void if all payment terms are not precisely made on time as agreed. Late payment fee – 2%/month from invoice date. After 30 days lien will be filed and fees incurred to homeowner. Any work order changes must be in writing and are payable immediately. All Materials provided by Owner have no warranty (expressed or implied) by Huff Builders, they are the sole responsibility of the Owner.

Signature _____

Signature _____

Date _____



LEHMAN PLUMBING, INC.
11203 N MAHER ROAD
BRIMFIELD, IL 61517
Ph # 309-303-5799
Fax # 309-446-9401

Total plumbing:
\$11,200

JOB PROPOSAL

Date: June 14, 2011

Submitted to: Name Scott Johanson
 Mauries
 Address 522 Court Street
 City, St Pekin, IL 61554

Scotjo61611@yahoo.com

I propose to repair stool flange office bath, remove and reinstall toilet. Remove laundry sink, replace drain line to laundry sink, reinstall laundry sink. Snake out 2" line, install 4" clean out in main sewer line. Demo water heater and cap water lines in kitchen area. Remove stainless steel kitchen sink, cap and demo old waste lines, run new water lines from basement to stainless steel sink. Demo old gas line and run new 1 1/4" gas line to 2 furnaces, 1 unit heater, 1 water heater and 3 cookers. For the sum of \$7000.00

Payable as follows: 75% upon completion of rough in and remaining 25% upon completion of trim.

Any alterations or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note - this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance _____

Signature _____



LEHMAN PLUMBING, INC.
11203 N MAHER ROAD
BRIMFIELD, IL 61517
Ph # 309-303-5799
Fax # 309-446-9401

JOB PROPOSAL

Date: January 26 2011

Submitted to: Name Scot Johannes
Mauries
Address 522 Court Street
City, St Pekin, IL 61554
Scotjo61611@yahoo.com

I propose to rough in and trim 1 hand sink and to re-do piping above water heater for the sum of \$4,200.00

Payable as follows: 75% upon completion of rough in and remaining 25% upon completion of trim.

Any alterations or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note – this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance _____

Signature _____

Estimate for Maurie's Store in Pekin, IL.

FW Bolen Plumbing

Project 1: WORK COMPLETED.

Installed hand sink.

Ran new water lines to hand sink.

Installed new drain and vent to hand sink.

Ran new water lines to hot water heater in basement.

Total labor & material: \$3,695.00

Project 2:

Detach laundry sink in bathroom.

Demo wall to replace drain line to laundry sink.

Reset laundry sink.

Clean 2" drain line with sewer machine.

(Drywall will need to be repaired by owner or contractor will have dry wall repair for an additional expense.)

Total plumbing:
\$10,495.00

Project 3:

Cut 4" main stack to install a 4" clean out tee in line.

Project 4:

Demo hot water heater and cap water lines in kitchen area.

Project 5:

Detach single bowl stainless steel sink in kitchen.

Cap off drain line and water lines to old sink.

Run new water lines from basement area to stainless steel sink.

Reset stainless steel sink.

Project 6: Get gas meters down to 1 or 2 meters. Gas company will be contacted to make final determination.

Run new 1 1/4 gas line to to pick up the gas operated fixtures in building. (2 furnaces, 1 ceiling hung heater, 1 water heater, 3 cookers)

Demo old gas line.

Total Material & Labor: \$6,800.00



Quotation

1017 S.W. JEFFERSON
PEORIA, IL 61605
Ph : (309) 672-2900
Fax: (309) 672-2157

Sold To

MAURIES OF PEKIN
522 COURT ST
PEKIN IL 61554-3301

Bill To

MAURIES OF PEKIN
522 COURT ST
PEKIN IL 61554-3301

Ship To

MAURIES OF PEKIN
522 COURT ST
PEKIN IL 61554-3301

Information

Grainger Quote Number 2012319540
Validity Start Date 01/28/2011
Validity End Date 01/31/2011
Document Print Date 01/28/2011
Previous Document Number
Creation Date 01/28/2011
Grainger EIN Number 36-1150280
PO # CQT
PO Create Date
PO Release #
Customer Number 880043260
Department Number
Project/Job Number
Requisitioner Name
Attention
Caller SCOT JOHANNES
Telephone Number 3093465174
Grainger Contact Name Christopher - XCMC007
Grainger Contact Phone 309-672-2900
Grainger Contact Fax
Page 1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms: FOB ORIGIN
Freight Terms: Prepaid
Carrier:
Payment Terms: VISA

Special Instructions:

Item	Material	Description	Quantity	Unit	Price	Total USD
PO-Line						
10	1XWJ3	Ballast,Electronic,T8,1 Or 2 Lamps	56.00	EA	68.65	3,844.40
20	3HCX6	Electronic Ballast,T8,Instant,120-277V Application: Not "CC" Rated	5.00	EA	44.90	224.50
30	1XWJ2	Ballast,Electronic,T12,Number of Lamps 2	3.00	EA	31.45	94.35
40	2D002	Lamp,F96t8/Sp41,59 W	120.00	EA	11.19	1,342.80
50	4PL16	Lamp,F32t8/Sp41/Eco	36.00	EA	2.43	87.48



Quotation

1017 S.W. JEFFERSON
PEORIA, IL 61605
Ph : (309) 672-2900
Fax: (309) 672-2157

Information

Grainger Quote Number 2012319540
Creation Date 01/28/2011
Customer Number 880043260
Page 2 / 2

Item PO-Line	Material	Description	Quantity	Unit	Price	Total USD
60	3VK17	Lamp,F34cw/Rs/Wm/Eco	30.00	EA	2.03	60.90
Sub Total						5,654.43
Tax						466.50
Total Amount						\$ 6,120.93

Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at www.grainger.com or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact your local Grainger branch if you have further questions or need to submit a new request.



Quotation

1017 S.W. JEFFERSON
PEORIA, IL 61605
Ph : (309) 672-2900
Fax: (309) 672-2157

Sold To

MAURIES OF PEKIN
522 COURT ST
PEKIN IL 61554-3301

Bill To

MAURIES OF PEKIN
522 COURT ST
PEKIN IL 61554-3301

Ship To

MAURIES OF PEKIN
522 COURT ST
PEKIN IL 61554-3301

Information

Grainger Quote Number 2012332955
Validity Start Date 02/01/2011
Validity End Date 03/01/2011
Document Print Date 02/01/2011
Previous Document Number
Creation Date 02/01/2011
Grainger EIN Number 36-1150280
PO #
PO Create Date
PO Release #
Customer Number 880043260
Department Number
Project/Job Number
Requisitioner Name
Attention
Caller SCOT JOHANNES
Telephone Number 3093465174
Grainger Contact Name Blake - XBMW006
Grainger Contact Phone
Grainger Contact Fax
Page 1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms: FOB ORIGIN
Freight Terms: Prepaid
Carrier:
Payment Terms: Net 30 days after invoice date

Special Instructions:

Item	Material	Description	Quantity	Unit	Price	Total USD
PO-Line						
10	1BP84	Fixture,Dust/Vapor Catalog Error: Catalog 399, 1BP84, the voltage needs to say 120-277 Catalog Error: Correct Height is 5 7/8" and Width is 6 5/8"	2.00	EA	160.25	320.50
20	3YA24	Fixture,Dust/Vapor Application: DDM96 IS THE LITHONIA # FOR THE REPLACEMENT LEMS, PURCHASE FROM FMRO	6.00	EA	294.00	1,764.00
Sub Total						2,084.50
Tax						171.97



Quotation

1017 S.W. JEFFERSON
PEORIA, IL 61605
Ph : (309) 672-2900
Fax: (309) 672-2157

Information

Grainger Quote Number	2012332955
Creation Date	02/01/2011
Customer Number	880043260
Page	2 / 2

Item	Material	Description	Quantity	Unit	Price	Total USD
PO-Line						

Total Amount \$ 2,256.47

Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at www.grainger.com or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact your local Grainger branch if you have further questions or need to submit a new request.



February 7, 2011

Scot Johannes
Maurie's
Pekin, IL 61554

Scot,

The prices listed for replacement lighting for the three main floor areas and basement include the cost of the HH9312 T-8 Vi-Tek 93+ lamps. The lamps and ballasts are all on the C.E.E. list of units accepted for use by Ameren.

Total Units by Type	<u>Cost /New</u>	Total	Cost /Retrofit	Total
44 Two Lamp 8 ft.	\$105.89	\$4659.16	HH3001 \$89.99	\$3959.56
5 Four Lamp 8 ft.	\$136.80	\$684.00	HH3003 \$104.99	\$524.95
6 Single Lamp 4 ft.	\$53.95	\$323.70	-----	-----

The food preparation area lamps will need either protective tubes or our Super Tek Guard coating. The coating is superior. Coating will cost \$9 per lamp. A good quality tubeguard with ends will cost \$8.35. I did not include the added cost in the figures.

Possible Ameren Incentive:

New Fixtures @ \$7 / lamp 114 x 7 = \$798

Retrofit @ \$3 / lamp 114 x 3 = \$342

TDH/Don

*Components
only*

Investment Breakdown

Maurie's
Scott
522 Court St.
Pekin, IL 61554
(309) 346-5174

Prepared by
Mike Smallberger

Maintenance Savings Annually	\$300.00
Air Conditioning Savings Annually	\$615.89
Electricity Savings Annually	\$6,132.46
Total Annual Savings	\$6,048.35

Project Total	\$5,875.00
Act on Energy Estimated Rebate	\$1,441.00
Net investment (after rebate)	\$4,434.00

Payback In Months (after rebate)	8.80 Months
Return on Investment (ROI)	136%

Project Totals

Counts of existing fixtures have been performed to the best of our ability. Final counts are subject to change with your approval. The voltage of your existing fixtures is based on information available from your staff. Any additional costs from this project will be submitted for your approval then billed at our normal rate.

Installation Labor

We have done our best to make our labor estimate as accurate as possible given the information available to us at the time of our survey. However, additional labor costs incurred due to unforeseen circumstances will be billed at our normal rate upon your approval.

Rebates

Rebate amounts are estimates based on current information available from Ameren Illinois Utilities. S & S is not responsible for accuracy of amounts or receipt of rebate. Rebate amounts are estimated for the benefit of the consumer, Ameren will verify rebate amounts as they are subject to change at anytime.

Payment Terms

Payment to S & S Lighting Maintenance Co. is expected at full amount of the project price payable within terms of sale.

Recycling/Disposal

The recycling/ disposal of old lamps/ballast will be the responsibility of the owner/customer. S & S Lighting Maintenance Co. recommends the company Polly Generics located in East Peoria, IL for recycling per local guidelines. Contact John Risius @ 699-8976 for more information.

Project Authorization

With my signature below, I hereby authorize S & S Lighting Maintenance Co. to implement the project as specified within this proposal including any changes noted herein.

Authorized Signature

Date

Authorized Signature

Date

PROPOSAL

Schwartz Electric

2627 Allentown Road

Pekin, IL 61554

(309) 347-2196

(309) 347-6460 Fax

Schwartzelectric@grics.net

February 10, 2011

Attn: Scott Johannes	Phone: 645-4796
Mauries	Fax:
522 Court St.	Job Name:
Pekin, IL 61554	Job Location:

We hereby submit specifications and estimates for:
All labor and material for the following:

Combine four 100 amp, single phase services under one 400 amp, single phase meter.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Eight thousand eight hundred ninety and 00/100----- \$ 8,890.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Of Acceptance:_____ Contractor Signature:_____

Signature:_____

Michael D. Taylor / President

Signature:_____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

PROPOSAL

116RR ELECTRICAL SERVICE/STS

PROPOSAL NO.
SHEET NO.
DATE

PROPOSAL SUBMITTED TO:

NAME SCOTT
ADDRESS 522 DUPT STREET PEKIN, IL 61554
PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS MAURIE'S
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of 1 400A
overhead service. Includes 400A Meter Base 4
Disconnects (100A), 2 New Service PANELS (100A). All
necessary wiring & piping to complete Job. and make
safe and up to code.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Seven
thousand one hundred thirty five and 00/100 Dollars (\$ 7135.00)
with payments to be made as follows.

Respectfully submitted Bud Houn

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per _____

Note — This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____ Signature _____

T.J. LOWE & CO.
ELECTRIC SPECIALISTS
136 CANARY DR.
GREEN VALLEY, IL 61534
309-348-3515

Estimate

Number: E158

Date: March 31, 2011

Bill To:

MAURIES CANDIES
522 COURT ST
PEKIN, IL 61554 346-5174

Ship To:

Terms	Type of work	Company Rep		
IE UPON COMPLETIC	EELECTRICAL	TERRY		
Description	Quantity	Price	Amount	
THE FOLLOWING WORK IS INCLUDED IN BID: INSTALL A 400 AMP SERVICE ON THE BACK OF THE BUILDING TO REPLACE THE EXISTIING FOUR METERS FEEDING THE DIFFERENT ROOMS INCLUDED IN THE BUSINESS.				
REPLACE THE EXISTING FUSE BOXES AND INSTALL BREAKER BOXES INSTEAD. THE WORK WILL BE SCHEDULED AT A TIME TO ENSURE THAT THE POWER IS INTERRUPTED THE LEAST AMOUNT NECESSARY TO MAKE THE CHANGEOVER.				
ALL PERMITS AND INSPECTIONS ARE INCLUDED IN THE PRICE.				
TOTAL PACKAGE PRICE	1.00	8,000.00	8,000.00	
PLEASE CALL TO LET ME KNOW IF YOU CHOOSE TO GO WITH US , WE APPRECIATE YOUR PATIENCE WHILE WE WERE GETTING THIS PACKAGE TOGETHER. SORRY FOR THE DELAY.				
Total			8,000.00	



308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell

March 28, 2011

Mr. Scot Johannes

RE: TIFF Grant Proposal; Structural Assessment
Mauries- Candy Store
522 Court Street
Pekin, Illinois 61554
ATSE Project # MISC2011-02

Dear Mr. Johannes,

This letter shall serve as the vehicle that documents our site survey and the corresponding structural assessment of Mauries Candy Store, located at 522 Court Street Pekin, Illinois. Personnel from ATSE Consultants performed a site visit on March 15, 2011 at approximately 9:00 am. The structural evaluation was performed at the request initiated by the business owner Mr. Johannes in response to satisfying one of the TIFF grant proposal requirements mandated by the City of Pekin.

Existing Structure:

The business has been operating since 1941, however according to the Tazewell County Assessment office parcel idea card 04-04-35-339-007 the building was constructed in 1930. The store is a typical downtown storefront business, with two adjacent structures sharing a common wall between spaces. The construction type consists of masonry load bearing walls supporting wood floor and roof joist framing supported by perimeter load bearing masonry walls on a brick foundation. The foundation was constructed utilizing a fire-rated wall assembly typically found in buildings constructed during that era. Since these structures burned coal for heat, the basement walls were built with a hollow clay tile brick veneer that served as a means to insulate the load bearing brick foundation wall beyond.

Structural Assessment:

This structural assessment consisted of a visual observation of the structural elements that were accessible without the removal of architectural finishes. The intent of this assessment was to evaluate the overall structural integrity of the building and highlight any areas that in our opinion show signs of structural distress. In addition, our opinion of recommended actions will be provided as a minimum for these locations noted. During our visit we noticed three primary areas that have varied levels of structural concern. These areas consist of the front façade, the store signage and the main floor structure visible in the basement.

1. The front façade consists of brick veneer with a large percentage of glass storefront. As a result of the large amount of glass, the bricks above the storefront windows are supported by a steel support beam that extends the entire width of the front façade [photo 1]. It should be noted that this beam not only supports the weight of the brick above, but also serves as a wind girt that transfers the lateral wind load to the roof structure and then adjacent shear walls. Unfortunately, the current condition of the steel beam is extremely poor with excessive corrosion, decay and a noticeable amount of movement in both vertical and horizontal directions [photo 2].

2. The next location of concern involves the two signs currently supported from this façade. It appears that the signs are supported via mechanical anchors attached to the brick veneer along with a series of tension cables. Even though the amount of load induced by these signs to the structure is relatively small, we feel that the signs should be removed and replaced once the brick and steel support beam is corrected [photo 3 & 4].
3. The final area of concern is made up of numerous structural elements located within the basement. Once in the basement the first floor structure is exposed and easily identified. It was determined that the floor structure was constructed with 2"x12" wood floor joists spaced on 14" centers and spanning in the transverse (east-west) direction between the perimeter brick foundation walls and a center timber beam and post frame. The center timber frame is made up of 6"x8" heavy post timbers on 6'-0" to 8'-0" centers of which then supports 7 1/2" x 5 1/2" timber beams. The current condition of these timbers is relatively good, with exception to the following locations that require structural modifications [photo 5].
 - a. The first of these issues involves the bottom 6" to 12" of the last two posts located at the back of the store. Due to repeat exposure to water infiltration, the bottoms of the two posts have extreme levels of dry-rot. During my site visit, I could easily push the spade of a screw driver into the material at the base of the post [photo 6].
 - b. The second issue relates to this timber frame found at the very last section at the back of the store. At this location, a large section of the timber beam was cut or notched in order to allow for piping to pass through. It should be noted that notching of any structural wood members should always be avoided, and in this instance has reduced the structural capacity of the member to an unacceptable level [photo 7 & 8].
 - c. Similarly, the last two 2"x12" floor joists located at the south-east corner of the basement had also been notched. These two members were notched near the bearing location at the east foundation wall, and therefore also have a reduced structural capacity [photo 9].
 - d. Finally, there is a 6'-0" to 7'-0" opening in the foundation wall located on the East side of the basement. Currently, about three of the 2"x12" floor joists are only being supported by the weak axis of a 2"x6" wood member that spans over the opening [photo 10].

Conclusion & Recommended Actions

Based on the age of the building, and contingent on the assumption that the following recommendations are executed effectively, the overall structure is in fair condition. The following recommendations are based on engineering judgment and professional opinions, no testing or analytical computations were performed in deriving these results. Please note that these recommendations are intended to be the minimum measures taken to address the deficiency. Actual procedures, details and or means and methods used to act out these actions are at the full responsibility of the owner and or selected contractor. Our recommendations shall be taken as opinion based conclusions derived from standard engineering principles for strength and stability.

/ **Action #1** [Photos 1 & 2 Reference]

- Remove and replace steel beam. The new beam shall be designed to carry all of the brick load plus the lateral wind load from the storefront. It is recommended that kickers be designed and provided at the bottom of the new beam to transfer the wind load up to the roof diaphragm. The design of this member, and any construction details and temporary shoring are the responsibility of the general contractor.

✕ **Action #2** [Photo 3 Reference]

- As stated previously, we believe that the current condition of the brick façade is not suitable to support any additional loads, including but not limited to signage. It is our recommendation, that any signage hung from the front façade be incorporated in the design of the beam and façade noted in action #1.

Action #3 [Photos 5&6 Reference]

- Due to excessive dry-rot the two posts are unsafe and unacceptable. It is our recommendation that the two posts are either replaced or supplemented with columns of equal structural properties. Also, unless the water problem is eradicated, the use of treated wood columns, galvanized or stainless steel posts shall be implemented.

Action #4 [Photos 7&8 Reference]

- The large notch in the heavy timber beam has reduced the structural capacity of that timber by approximately 50% to 75%. Therefore, it is our recommendation that the plumbing line be relocated and supplemental beams be added to restore the timber beam back to its original strength and stiffness.

Action #5 [Photos 9 Reference]

- The large notches in the 2"x12" joists have reduced the structural capacity of those members. Therefore, it is our recommendation that supplemental 2"x12" joists be added to each side of these members.

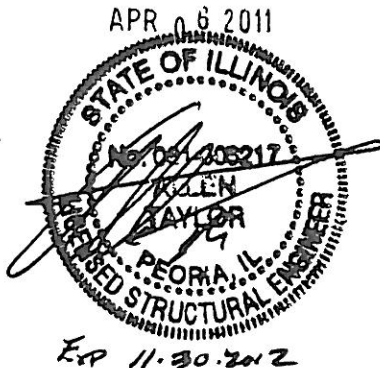
✕ **Action #6** [Photos 10 Reference]

- The foundation wall shall be in-filled with concrete masonry units, to allow for a clear load path from the floor framing directly into the foundation.

Thank you for retaining us for this assessment. If there are any questions, please call.

Respectfully,

ATSE CONSULTANTS, LLC.
Allen Taylor - SE
President / Owner
IL. SE # 081-006217



308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell



Photo 1 (Front Façade)

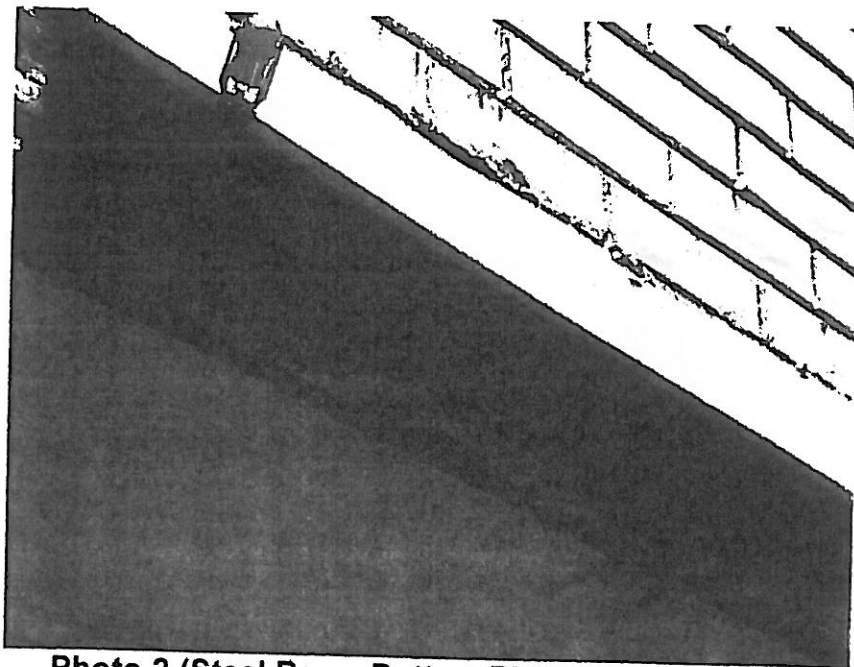


Photo 2 (Steel Beam Bottom Plate Pulling Away)



Photo 3 (Signage)

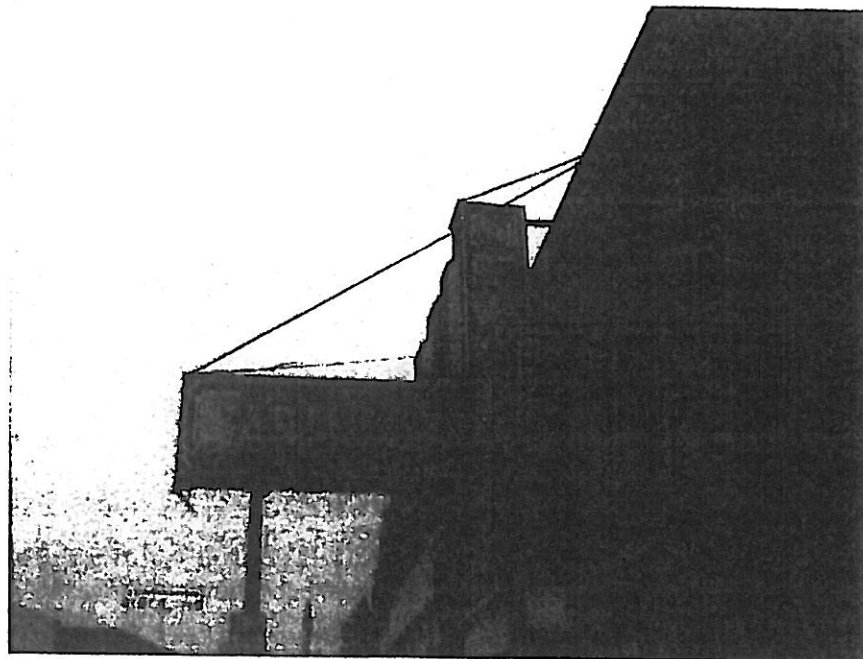


Photo 4 (Signage)



308 Windsor Dr
Germantown Hills, Illinois 61548
309-383-3195 Phone
309-645-9591 Cell

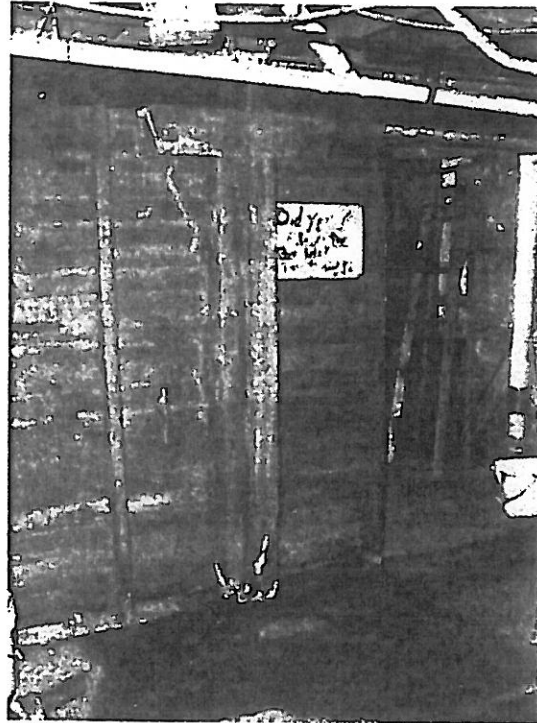


Photo 5 (Post and Beam)

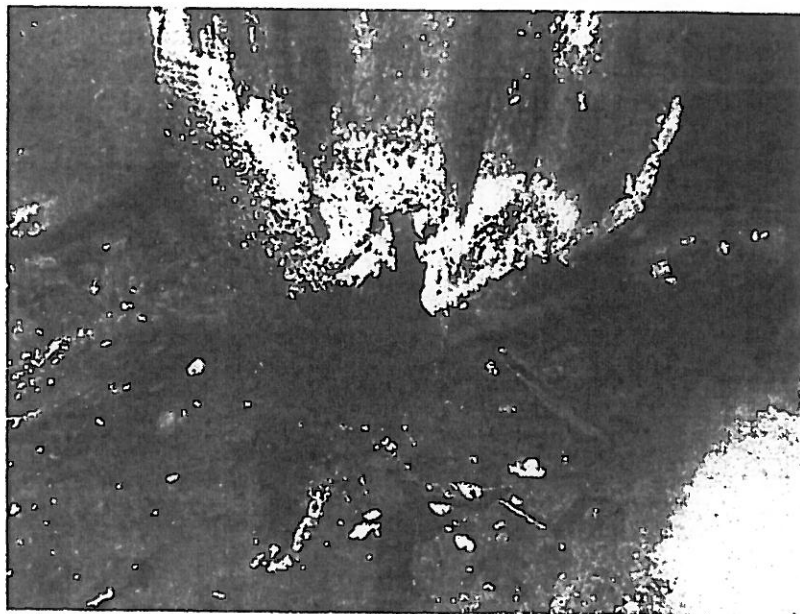


Photo 6 (Post @ Base Dry-Rot)

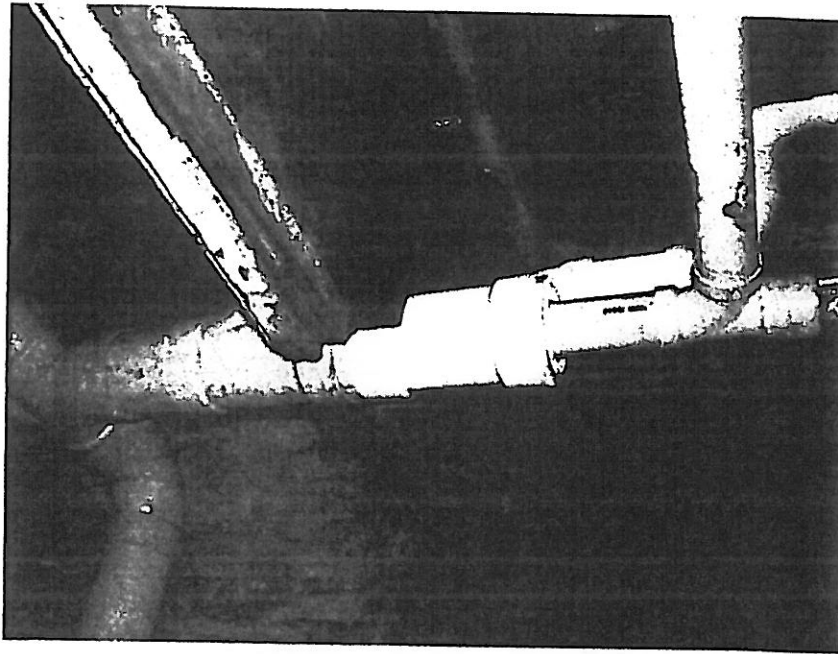


Photo 7 (Notched Timber)

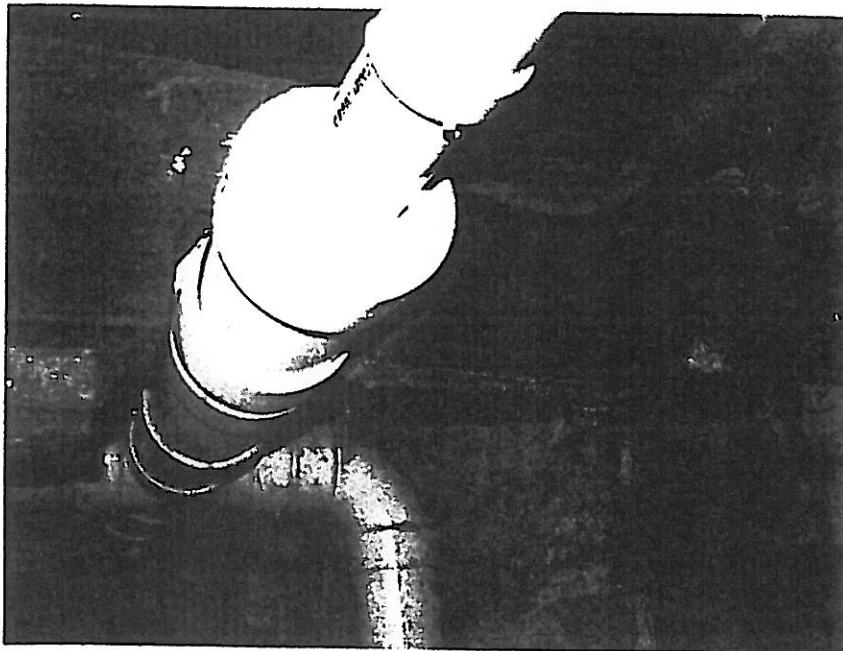


Photo 8 (Notched Timber)



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council
CC: Interim City Manager, Finance Dept., City Attorney, City Clerk
From: Community Development Director

AGENDA ITEM: 2010 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) entitlement & 2011 Action Plan Amendment #1

AGENDA DATE REQUESTED: Information sharing with Council: June 27th, 2011

Council action: July 11, 2011

ACTION REQUESTED: Council approval of the 2010 CAPER & 2011 Action Plan Amendment #1 for CDBG

BACKGROUND: HUD requires a yearly evaluation report stating the accomplished goals for the past fiscal year and performance measurements based from the Five Year Consolidated Plan. These are stated within the 2010 end of the year evaluation document. The draft CAPER will be available for review on June 20th, 2011. The draft will be on public review from June 20 – July 8th, 2011, with a public hearing on July 7th, 5:15 pm in the Council chambers.

Any substantial changes to the allocation of dollars require an amendment, which includes a public comment period, a public hearing and Council approval. There are dollars that are being reallocated from the 2010 CAPER to 2011 HUD fiscal year projects; therefore, a 2011 Action Plan amendment is required.

FINANCIAL IMPACT: Please see the ~~two~~ attached supporting documents.

NEIGHBORHOOD CONCERNS: A public hearing is scheduled for July 7, 2011 at 5:15pm in the Council chambers. Comments will be included within the final draft of the CAPER that will be submitted to HUD.

IMPACT IF APPROVED: The 2010 CAPER & 2011 Action Plan amendment will be mailed to HUD for approval.

IMPACT IF DENIED: The deadline for submittal of the 2010 CAPER will be missed and an extension request will be submitted to HUD.

ALTERNATIVES: none

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: CDBG activities are consistent with the following goals of the conceptual plan – a prosperous community, a strong foundation, a high quality of life and effective government. In addition to the City of Pekin goals in the conceptual plan, HUD requires reporting on the performance measurement goals, which are listed within the proposed CAPER.

2010-2015 Five Year Consolidated Plan cumulative data 2010 CAPER

Goal A: To develop a viable urban community by providing decent housing principally to low and moderate-income persons.

A1. The City of Pekin Code Enforcement program, as a high priority, will inspect 2,500 residential units in the Target Area by April 30, 2014. The short term annual objective is to inspect 500 units by April 30, 2011.

2010	455
2011	
2012	
2013	
2014	
Total:	455/2,750

A2. The City of Pekin Rehabilitation single-family owner occupied program, as a high priority, will rehabilitate a total of 16 homes by April 2014. The short-term goal is to rehabilitate 3 homes by April 30, 2011.

2010	9
2011	
2012	
2013	
2014	
Total:	9 /16

A3. The City of Pekin intends to actively support appropriate long and short-term objectives and continuum of Care projects proposed by the Heart of Illinois Homeless Continuum of Care as a high priority.

2010	yes
2011	
2012	
2013	
2014	

A4. The City of Pekin will, as a high priority, participate in the IDHA HOME/SFOOR program to apply and receive funds to completely rehabilitate a total of 15 houses.

2010	1
2011	
2012	
2013	
2014	
Total:	1/22

2010-2015 Five Year Consolidated Plan cumulative data 2010 CAPER

Goal B: To develop a viable urban community by providing a suitable living environment principally to low and moderate-income persons.

B1. The City of Pekin will, as a high priority, contract with public and private agency/ies that will provide needed services to 10,000 low and moderate-income persons/households for the long term goal. The short term goal is to provide needed services to 2,000 low and moderate-income persons/households by April 30, 2011.

2010	4,134
2011	
2012	
2013	
2014	
Total:	4,134/10,000

B2. The City of Pekin will, as a high priority, reconstruct streets and make other necessary public facility improvements on public streets, alleys and other city property that is located in low to moderate-income Census blocks or slum and blight areas. Public facility improvements will benefit the low to moderate-income 2000 Census blocks. The short-term goal is to provide street seal coating by April 2011.

Seal Coating program:

2010	yes
2011	
2012	
2013	
2014	

B3. The City of Pekin will, as a high priority, inspect 2, 500 residential properties for compliance with environmental, Boca and state building codes in the Target Area by April 2014. The short term goal is to inspect 500 residential properties by April 2011.

2010	455
2011	
2012	
2013	
2014	
Total:	455/2,750

2010-2015 Five Year Consolidated Plan cumulative
data
2010 CAPER

B4. The City of Pekin will provide Planning and Administrative services, as a high priority, that are necessary for the administration of HUD grants primarily serving low and moderate income people through April 2015.

2010 yes
2011
2012
2013
2014

B5. The City of Pekin will, as a high priority, provide matching dollars for the 2010 Super NOFA application for a Case Manager position to coordinate the transition process of homeless individuals.

2010 yes – Super NOFA dollars awarded to Pekin Housing Authority
2011 yes; allocation for Case Manager within 2011 Action Plan amendment #1
2012
2013
2014

B6. The City of Pekin will, as a high priority, provide an opportunity for not for profit agencies to make public facility improvements to their buildings by April 30, 2014. The short term goal is to provide public facility improvements by April 30, 2011.

2010 2,851
2011
2012
2013
2014
Total: 2,851

Goal C: To develop a viable urban community by expanding economic opportunities principally to low and moderate income persons.

C1. The City of Pekin may assist as appropriate, the growth of one business with direct assistance or other incentive in support of economic opportunity projects by April 2015.

2010 1
2011
2012
2013
2014
Total: 1

SUMMARY OF AFFORDABLE HOUSING ASSISTANCE

2010 CDBG REHABILITATION PROGRAMS COMPLETED

Income Level	Owner Households Assisted
Extremely Low Income (0 – 30% of MFI)	4
Low Income (31 – 50% of MFI)	4
Moderate Income (51 – 80% of MFI)	1
Female Head of Household	6
Disabled	3
Elderly	3
Single Parent	2

2010 HOME - CDBG REHABILITATION PROGRAMS COMPLETED

Income Level	Owner Households Assisted
Extremely Low Income (0 – 30% of MFI)	0
Low Income (31 – 50% of MFI)	0
Moderate Income (51 – 80% of MFI)	1
Female Head of Household	1
Disabled	0
Elderly	0

2010 CAPER

2010 Programs	Amount Allocated 2010	re-allocated 2009	% Expended per program	\$ Expended
Administration - General	\$ 98,250.00		84.87%	\$ 83,384.39
Admin - Coalition for Equality 2010	\$ 3,000.00	\$2,000.00	94.84%	\$ 5,083.49
CDBG for HOME (2010)	\$ 47,774.83	\$11,943.71	37.76%	\$ 22,548.73
Code Enforcement	\$ 40,226.17		74.24%	\$ 29,864.82
EDFAP2	\$ 67,280.00	\$0.00	100.00%	\$ 67,280.00
Public Facility Improvements (2010)	\$ 30,000.00	\$10,000.00	14.35%	\$ 5,740.65
Public Services - United Way	\$ 40,000.00	\$10,000.00	100.00%	\$ 50,000.00
Rehab Program Delivery	\$ 85,000.00		66.97%	\$ 56,920.32
Rehabilitation Program (CDBG Rehab)	\$ 80,420.00	\$20,105.00	75.31%	\$ 75,707.92
Seal Coating (2010)	\$ 91,000.00	\$22,133.17	87.51%	\$ 99,000.00
TOTAL AMOUNT ALLOCATED - 2009	\$ 582,951.00	\$ 76,181.88		\$ 495,530.32

2009 Program Carried Over	Amount carried over to FY 2009	% expended from 2009 carry over	\$ Expended in 2010
Admin - Coalition for Equality 2009	\$ 123.95	100.00%	\$ 123.95
CDBG for HOME (2009)	\$ 29,945.17	100.00%	\$ 29,945.17
Public Facility Improvements (2009)	\$ 20,000.00	100.00%	\$ 20,000.00
Rehabilitation Program (2009 CDBG Rehab)	\$ 9,521.50	0.00%	\$ -
TOTAL AMOUNT CARRIED OVER FROM 2009	\$ 59,590.62		\$ 50,069.12

CDBG-R	Amount allocated in FY 2009	% Expended per program	\$ Expended
#108 Social, Emotional & Behavioral program	\$ 16,862.00	98.40%	\$ 16,592.64
Salvation Army Kitchen	\$ 49,311.00	97.87%	\$ 49,791.00
Salvation Army Heating & Cooling	\$ 9,160.00	100.00%	\$ 9,160.00
Salvation Army Security	\$ 25,000.00	100.00%	\$ 25,000.00
Administration	\$ 11,241.00	0.17%	\$ 19.12
TOTAL AMOUNT	\$ 111,574.00		\$ 100,562.76

2011 Action Plan
Amendment #1

2011 HUD / 2012 City Budget	2011 Action Plan approved by Council in March 2011	Adjustments	New 2011 Action Plan total	Reallocated \$ from FY 2010	Proposed Amendment for the 2011 Action Plan
Seal Coating	\$84,085	\$1,000	\$85,085	\$0	\$85,085
* Life Skills Coordinator	\$0	\$19,000	\$19,000	\$0	\$19,000
Rehabilitation programs (3 houses)	\$60,000	\$0	\$60,000	\$15,496	\$75,496
Code Enforcement	\$20,846	\$0	\$20,846	\$10,000	\$30,846
Rehab Prog. Delivery	\$84,065	\$0	\$84,065	\$0	\$84,065
CDBG for HOME (4 houses)	\$48,000	\$0	\$48,000	\$22,797	\$70,797
United Way	\$40,000	-\$19,000	\$21,000	\$19,000	\$40,000
other public services	\$35,000	-\$35,000	\$0	\$0	\$0
Public facilities	\$30,000	-\$30,000	\$0	\$0	\$0
Pekin Coalition for Equality	\$5,000	-\$2,000	\$3,000	\$0	\$3,000
Administration	\$95,587	-\$14,155	\$81,432	\$0	\$81,432
2010 Pekin Coalition for Equality				\$277	\$277
2010 Public Facilities				\$34,259	\$34,259
Total:	\$502,582	-\$80,155	\$422,427	\$101,828	\$524,256

2011 Grant allocation	\$448,491	-\$61,138	\$387,353	2011 Grant allocation
Estimated Program Income 2011	\$54,444	-\$18,944	\$35,500	Estimated Program Income 2011
Total:	\$502,935	-\$80,082	\$422,853	Total 2011
Difference	\$352	\$74	\$426	2010 carry over funds & programs
				New 2011 Amendment total (2010 + 2011)
				\$524,681.40
				\$425.86
				Difference (what's available & budgeted)

* Since the original approval of the 2011 Action Plan, HUD has announced that the Pekin Housing Authority has been awarded Super NOFA dollars. Therefore, an adjustment to include the \$19,000 matching dollars has been made within this amendment to the 2011 Action Plan.

McMillan, Sue

From: Anderson, Pamela
Sent: Friday, May 27, 2011 11:30 AM
To: Council Members; Staff Mtg Participants
Cc: Bass, Vicki; Lutz, Mike; Dennis Green; Jay Fitzanko; Melinda Figge
Subject: 2011 HUD FY actual CDBG allocation released today

HUD released this fiscal year's CDBG (Community Development Block Grant) allocation today. The City of Pekin will receive \$387,353 in grant dollars. This is a reduction of \$61,138 that was estimated in the 2011 Action Plan (approved in April 2011). Therefore, as mentioned during the Council meeting when the 2011 Action Plan was approved, an amendment will take place when the 'end of the year' / CAPER report is presented to Council (July 11th).

There are HUD dollars remaining from last fiscal year that will be carried over to this fiscal year. I am in the preliminary stages of making the end of the year calculations. Information will be available in the coming weeks on how this decrease in funding will affect the current fiscal year budget.

Please feel free to contact me with questions.

Respectfully,

City of Pekin
Pamela Anderson
Community Development Director
309/478-5356 (phone)
panderson@ci.pekin.il.us

5/27/2011



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk, Finance Dept., City Attorney

From: Frank Mackaman, Interim City Manager

AGENDA ITEM: Renewal of contract with the Pekin Housing Authority for the Rehab Coordinator position.

AGENDA DATE REQUESTED: June 27, 2011

ACTION REQUESTED: Council approval of the Housing Rehabilitation consulting contract with the Pekin Housing Authority.

DESCRIPTION: This is a one (1) year renewal contract for the CDBG Rehab Coordinator position with the Pekin Housing Authority. The City of Pekin has participated with the Pekin Housing Authority for the last six years. This contract is from May 1, 2011 to April 30, 2012.

FINANCIAL IMPACT: The expense of the contract is \$2,083.33 a month, which is budgeted within the current fiscal year.

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: The City of Pekin will enter into a contract with the Pekin Housing Authority.

IMPACT IF DENIED: The City of Pekin will renegotiate with the Pekin Housing Authority concerning the Rehab Coordinator position.

ALTERNATIVES: The City could hire a part-time employee.

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

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

REQUIRED SIGNATURES

Department Director: *Pamela Anderson*

Date: 6-14-11

HOUSING REHABILITATION CONSULTING CONTRACT

This contract is made and entered as of the first day of May, 2011, by and between the CITY OF PEKIN, an Illinois municipal corporation ("Pekin"), having an office at 111 S. Capitol Street, Pekin, Illinois 61554, and the Housing Authority of the City of Pekin ("Consultant") having an office at 1901 Broadway Road in Pekin, Illinois.

Article 1 Statement of Work

Consultant shall render to Pekin the services described in Exhibit A, attached hereto and made a part hereof.

Consultant shall perform such services with all due diligence and within time frames established by HUD guidelines. The services shall be performed in a professional and businesslike manner in accordance with recognized professional standards and shall be in accordance with such requirements or restrictions as may be lawfully imposed by any governmental authority. The services shall be completed to Pekin's satisfaction. Pekin and Consultant agree to all of the terms and provisions of the Exhibit attached hereto, which is considered part of this Contract.

Article 2 Contract Price

Upon submission of invoices by Consultant as required herein, Pekin shall pay Consultant for the performance of this Contract at a rate of \$2,083.33 per month (\$25,000 annually).

The scheduled payments include the cost of all labor, equipment, and materials required to complete the services described in Exhibit A, and all federal, state and local taxes, charges and excises applicable to the services. There is no minimum that Pekin is required to pay under this Contract.

Article 3 Billing and Payment

Consultant shall submit invoices for all services performed under this Contract. Invoices against this Contract shall indicate the services performed for which billing is rendered, shall separately identify any taxes

included in the contract price, shall include Consultant's tax identification number, shall specifically identify this Contract, and shall be submitted in duplicate to Pekin at its address listed above, attention Pamela Anderson, Community Development Coordinator. Payment shall be rendered within thirty (30) days of invoicing and/or acceptance or approval by Pekin of reports, drawings, change orders, and inspections. Final payment shall be made upon completion to Pekin's satisfaction of the services.

Article 4

Duration

This Contract applies to all work performed by Consultant which is described in Exhibit A, and shall terminate on whichever is earlier of April 30, 2012, or the date as of which Pekin notifies Consultant in writing that its services under this contract have been completed.

This Contract may be terminated by Pekin for its convenience at any time in whole or in part. In the event of any such termination, Consultant shall be entitled to payment for services rendered prior to the effective date of termination, and in the event payments made by Pekin to Consultant exceed reasonable compensation for services rendered prior to the effective date of termination, Consultant shall refund to Pekin the difference between the amount paid and the amount of reasonable compensation.

Article 5

Representatives

The Contract Representatives of the parties are identified below. The parties may designate another representative in writing from time to time.

Consultant's Representative is:

Dennis D. Green
Executive Director
1901 Broadway Road
Pekin, IL 61554
Telephone (309) 346-7996
Fax (309) 346-7457

Pekin's Representative is:

Frank Mackaman
City Manager
111 S. Capitol
Pekin, IL 61554
Telephone (309) 477-2300
Fax (309) 346-2095

Article 6

Title to Material

All right, title and interest in and to all work and work products developed or produced under this Contract whether in the form of reports, charts, outlines, specifications, drawings, sketches, models, samples, data, computer programs, documentation or other technical or business information, and all right, title and interest in patents, copyrights, trade secrets, trademarks and other intellectual property derived from such work and work products are hereby assigned by Consultant to Pekin. All work and work products prepared for Pekin under this Contract shall be delivered to Pekin as required herein or on termination or completion of this Contract, whichever is earlier, unless Consultant is requested in writing to do otherwise. Consultant agrees, upon request of Pekin, to require any of its personnel developing or producing work or work products under this Contract to execute an assignment of same to Pekin in a form provided by Pekin. All such work and work products prepared for Pekin under this Contract shall be considered "work made for hire" to the extent allowed by law.

Article 7

Confidential Information

Any plans, reports, outlines, specifications, drawing, sketches, models, samples, data, computer programs, work, work product, documentation, or other technical or business information ("Information") furnished or disclosed by Pekin to Consultant hereunder or that Consultant becomes aware of in connection with rendering services hereunder is the property of and shall be deemed confidential to Pekin and shall be returned to Pekin at the conclusion of this Contract, or shall be destroyed if Pekin shall so direct in writing. Unless such information was previously known to Consultant free of any obligation to keep it confidential or is subsequently or was previously made public by Pekin or by a third party having legal right to make such disclosure, it shall be held in confidence by Consultant and shall be used by Consultant for the purposes hereunder. Consultant shall obligate each of its employees, agents and subcontractors to keep such Information confidential in accordance with the foregoing requirements.

Article 8

Consultant's Information

No information furnished or disclosed by Consultant to Pekin under this Contract or in contemplation thereof shall be considered by Consultant to be confidential or proprietary information of any person other than Pekin.

Article 9

Relationship

Consultant shall exercise full control and direction over the employees of Consultant performing the services covered by this Contract. Any changes in personnel that may be reasonably requested by Pekin through its Representative, whether relating to the number of employees assigned to the work or the acceptability of particular employees, shall be made as soon as possible.

Neither Consultant nor its employees or agents shall be deemed to be Pekin's employees or agents. Consultant is an independent contractor for all purposes and at all times and is wholly responsible for the withholding and payment of all federal, state and local income and payroll taxes with respect to its employees, including contributions from them as required by law.

Article 10

Indemnity

TO THE EXTENT NOT PROHIBITED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND, AND SAVE PEKIN AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT ARISE OUT OF OR RESULT FROM INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY WHICH MAY, OR BE ALLEGED TO, IN ANY WAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT. CONSULTANT'S OBLIGATION TO INDEMNIFY, DEFEND AND SAVE HARMLESS INCLUDES FROM ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES AND EXPENSES ARISING OR RESULTING, OR ALLEGED TO ARISE OR RESULT, FROM ANY MANNER OR COMPARATIVE, JOINT OR CONCURRENT NEGLIGENCE OF PEKIN, BUT DOES NOT INCLUDE

THOSE RESULTING FROM PEKIN'S WILLFUL MISCONDUCT OR
SOLE NEGLIGENCE.

Article 11

Insurance

Prior to the commencement of work under this Contract, Consultant shall have, and shall maintain during the terms of this Contract (1) Comprehensive General Liability (CGL) insurance including Personal Injury, Blanket Contractual, and Broad Form Property Damage with limit of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence, (2) Professional Liability Insurance with a limit of at least \$250,000 for each occurrence, (3) Worker's Compensation insurance as prescribed by the law of the state in which the work is being performed including employers' liability coverage with limits of at least \$500,000 each accident, and (4) Comprehensive Automobile Liability coverage if use of vehicles is required in the performance of the work with a limit of \$1,000,000 combined single limit for bodily injury and property damage each occurrence. The above insurance will designate Pekin as an additional insured and shall contain a standard cross-liability clause setting forth that Pekin, as an additional insured, will be treated as though a completely separate policy of insurance had been issued to Pekin. Consultant agrees that Consultant's insurer(s) and anyone claiming by, through, under or in Consultant's behalf shall have no claim, right of action or right of subrogation against Pekin based on any loss or liability insured against under the foregoing insurance. Consultant shall furnish, prior to the start of work, certificates of the foregoing insurance satisfactory to Pekin's Representative which shall contain a clause stating that Pekin is to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy. The coverage provided by Consultant shall be primary and any other insurance of Pekin is excess and non-contributory. Certificates of CGL insurance shall also set forth in full the cross-liability clause. Pekin shall not be required to make any payments under this Contract prior to receipt of such certificates of insurance.

Article 12

Records

Records supporting all of Consultant's invoices, including charges for labor, equipment, materials, and other disbursements, shall be kept on a

generally accepted accounting basis, and shall be available to Pekin or its Representative during normal business hours for a period of five years after final payment has been made by Pekin or for a period of five years after final adjustment of payments following termination as otherwise provided herein, whichever is later.

Article 13

Assignment and Subcontracting

This Contract is for personal services and may not be delegated or assigned by Consultant. Any purported delegation of duties or assignment of rights by Consultant under this Contract is void. Consultant shall not subcontract any part of the work without the prior written consent of Pekin. Any such approved subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Contract. All work performed by a subcontractor shall be deemed work performed by Consultant.

Article 14

Compliance with Law

Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws and regulations applicable to the services provided hereunder and to Consultant as an employer of labor or otherwise. Consultant shall further comply with all rules and regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

Article 15

Safety and Health

Consultant shall be responsible for the safety of the services performed under this Contract. In discharging that responsibility, it shall comply with the requirements of the Occupational Safety and Health Act of 1970, as amended, and any other federal, state, or local act or other requirement of the law affecting safety and health. Consultant shall insure that any of its personnel that enter the premises of Pekin comply with all applicable rules and regulations, security regulations and procedures, and governmental security laws and regulations.

Article 16

Written Notice

Unless otherwise provided herein, whenever notice or consent is required to be given by the terms of this Contract, it shall be in writing and shall be given to the Representatives designated under this Contract.

Article 17

Waiver

The failure of either party at any time to enforce any option, right, privilege or remedy under the terms of this Contract with respect to any breach or failure by the other party shall not be construed as a waiver of the same or any other option, right, privilege or remedy with respect to any other breach or failure by the other party.

Article 18

Severability

If one or more of the provisions of this Contract shall be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Contract, but this Contract shall then be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly. However, to the extent Article 10 would be invalid, unenforceable, void or voidable insofar as it obliges Consultant to indemnify and save harmless Pekin from its own negligence, then that Article shall be read as requiring the maximum level or type of indemnification and saving harmless (particularly with respect to Consultant's own negligence) that is permitted by applicable law.

Article 19

Survival of Obligation

The obligations of the parties under this Contract that by their nature continue beyond the expiration of this Contract shall survive any termination or cancellation of this Contract.

Article 20
Choice of Law and Venue

The construction, interpretation and performance of this Contract shall be governed by the laws of the State of Illinois. As a substantial portion of the duties and obligations of the parties created hereunder are performable in Tazewell County, Illinois, and Tazewell County, Illinois shall be the sole and exclusive venue for any litigation or other proceedings as between the parties that may be brought, or arise out of, or in connection with or by reason of this Agreement.

Article 21
Captions

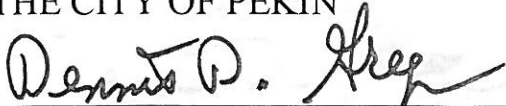
The captions in this Contract are included only as a matter of convenience and shall not be construed to define, limit, enlarge or described any of the provisions contained in this Contract.

Article 22
Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and shall not be modified or rescinded except by a writing signed by both parties. This Contract supersedes all contemporaneous oral agreements and all prior oral and written quotations, proposals, representations, communications, agreements and understandings of the parties with respect to the subject matter of this Contract.

IN WITNESS WHEREOF, Consultant and Pekin have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF
THE CITY OF PEKIN



Dennis D. Green, Executive
Director

CITY OF PEKIN, an Illinois
municipal corporation

Signature

Name & Title

Position Title: Modernization/Housing Rehabilitation Coordinator

Job Description:

This position inspects and evaluates the agency's physical property, recommends improvements, and provides assistance in managing the Capital Fund Program and individual work projects. This position is a full-time employee of the Housing Authority and is contracted out part-time to the City of Pekin to work on its single-family home rehabilitation program. Work is performed in accordance with standardized procedures or prior instructions.

Reports To:

Executive Director. Work is reviewed while in progress and for accuracy and compliance with instructions upon completion.

Primary Functions as Modernization Coordinator:

1. Perform annual inspections of all dwelling units, common areas, buildings, and sites for all Housing Authority properties to determine needs for short-term repairs and modernization projects.
2. Serve as the Housing Authority's representative with architects, engineers, and contractors working on modernization projects.
3. Coordinate environmental review with the City of Pekin for specific work projects to secure the release of funds. Submit the completed environmental review to the Executive Director.
4. Participate in evaluating Architect/Engineering (A/E) firms for recommendation to the Board.
5. Recommend a scope of work for specific projects.
6. Prepare specifications for work projects performed without an A/E firm.
7. Assist A/E professionals in preparing specifications to assure that specifications reflect the Housing Authority's needs and intentions.
8. Recommend a bidder's list of qualified contractors to be invited to bid on specific work projects.
9. Conduct the pre-bid meeting for specific work projects.
10. Participate in the public bid opening.
11. Secure bids for work items that are not procured by the sealed bid method due to size of the project (i.e. – tree trimming and sidewalk repair/replacement).
12. Serve as inspector preparing a daily inspection report while work is being performed under contract. File reports with the Clerk of the Works in a timely manner.
13. Serve as the Housing Authority's representative reviewing requests for contract modifications and making recommendations to the Contracting Officer.

Position Title: Modernization/Housing Rehabilitation Coordinator

14. Perform punch list inspection when work projects have been completed. Make sure punch list items have been completed.
15. Perform 11-month warranty inspection of completed work. Address any findings with contractors prior to the warranty expiration date.
16. Assist the Administrative Assistant in closing out the contract.
17. Attend training sessions and learn new procedures as required.
18. Perform other related duties as required.

Qualifications and Experience:

1. Must have a valid Illinois drivers' license and proof of insurance.
2. Must have own transportation.
3. Ability to read signs and follow oral and written instructions.
4. Able to relate well with tenants, management, staff, and public.

Physical Requirements:

1. Must be in good physical condition to inspect properties and visit construction sites.
2. May be required to work under hazardous and adverse conditions such as sleet, snow, heat, cold, dust, dirt, cramped quarters, and high places.

Environmental Requirements:

1. Must be able to work in an office setting and on construction sites or in private residences.

Primary Functions as Housing Rehabilitation Coordinator:

The purpose of this position is to work with the Intake Specialist to coordinate the housing rehabilitation project applications/activities, and monitor housing rehabilitation projects for compliance with terms, contracts, & federal regulations. The work is performed under the direction of the Director of Planning and Economic Development/Community Development Coordinator.

Reports To: Community Development Coordinator at the City of Pekin

1. Initial and clearance house inspections for CDBG Rehab programs/HOME program, then take the inspection form and use a computerized spec program for a work write up. Before and after pictures needed. Compiles all work write-ups following first inspection.
2. Verifies that permits for work are acquired and schedules final walk-through with appropriate Inspectors and Contractor.
3. Attends & leads pre-construction conferences.

Position Title: Modernization/Housing Rehabilitation Coordinator

4. Monitors work during rehabilitation for compliance with rehabilitation program. Completes progress reports.
5. Ability to moderate conflicts with contractors and homeowners.
6. Supervises contractor work for compliance with construction contract. Request appropriate forms from Intake Specialist to have homeowner and contractor sign. Requests invoices from contractors and then submits invoices/completed files to Intake Specialist.
7. Ability to maintain confidentiality.
8. Assures compliance with general safety standards.
9. Plans work projects. Develops/drafts blueprints/floor plans.
10. Receives and responds to complaints and questions by telephone and in-person.
11. Perform other related duties as required.

Qualifications and Experience:

1. HUD/CDBG background and understanding.
2. Lead inspection and testing experience.
3. High school diploma or equivalent, vocation/technical training in construction techniques and management; five years construction/contractor experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
4. Must have a valid Illinois drivers' license and proof of insurance.
5. Interpersonal skills for working with low-income/disadvantaged persons and contractors.
6. Certification/Illinois State License for Lead Assessor to perform required lead testing on rehabilitation projects (initial and clearance).
7. Read Sid wells, maps and plats.
8. Familiar with the BOCA/International Building Codes, computerized specification writing program, and computer programs (Microsoft Word, Excel and Outlook).

Physical & Mental Abilities Required to Perform Essential Job Functions:

1. Language Ability and Interpersonal Communication.
 - a. Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
 - b. Ability to utilize a variety of advisory and design data and information such as architectural drawings, plats, contract documents, specifications, code complaints, billing invoices, billing statements,

Position Title: Modernization/Housing Rehabilitation Coordinator

meeting minutes/agenda, codes, maps and non-routine correspondence.

- c. Ability to communicate orally and in writing with customers, attorneys, contractors, architects, engineers, and builders.
2. Mathematical Ability
 - a. Ability to calculate percentages, fractions, decimals, volumes, area, ratios, and spatial relationships. Ability to interpret basic descriptive statistical reports.
3. Judgment and Situational Reasoning Ability
 - a. Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
 - b. Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and / or judgmental criteria.

Physical Requirements:

1. Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, typewriter, computer terminal, telephone, calculator and tape measure.
2. Ability to exert very moderate physical effort in sedentary to light work, typically involving some combination of stooping, kneeling, crouching and crawling and lifting.
3. Ability to recognize and identify degrees of similarities or differences between characteristics of shapes associated with job-related objects, materials and tasks.

Environmental Requirements:

1. Ability to work under moderately safe and comfortable conditions.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Engineering Agreement with Farnsworth for Phase 2 WWTP Support

AGENDA DATE REQUESTED: July 11, 2011

ACTION REQUESTED: Approve engineering agreement with Farnsworth Group to supply engineering services for Phase 2 of the WWTP upgrades and expansion for an amount not to exceed \$2,278,000.

DESCRIPTION: Farnsworth has provided the engineering support on Phase 1 of the work at the WWTP and has done an excellent job. With a project of this size it outside engineering and construction oversight support is crucial to ensure compliance with the specifications and drawings. With the amount of work schedule over the next 3 years and the potential for different contractors for each phase, having Farnsworth on as the construction engineers will be crucial to ensuring work gets done correctly, all the required loan documents get filed on time, and being able to respond to field changes in a quick and efficient manner. Their presence to date on Phase 1 has saved numerous delays when underground obstructions were encountered or other issues came up. With the time constraints to getting this new plant operational by June 2015 we cannot stand too many delays of any length.

The cost of \$2,278,000 covers all the bidding services for Phase 2a & 2B, IEPA loan documentation coverage, and the construction support that covers reviewing submittals, oversight of the work, and preparing the final as-built drawings that are required. This is a not to exceed cost based on someone being at the site during the entire time similar to the one we have now but there are days when they do not have a person on site due to the work schedule so actual costs may be lower.

Like the ordinance for the loan agreement, this package needs to be included with the IEPA loan application if we want these costs covered by the loan as we have planned (see schedule). Therefore I recommend that this agreement be approved.

FINANCIAL IMPACT: Will be included in the IEPA loan

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Costs for the engineering support for Phase 2 will be covered through the IEPA loan

IMPACT IF DENIED: Costs will have to taken from the sewer fund which will result in the need to raise the fund higher than originally planned

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES

Department Director:

Date: 6/22/11

Joseph W. Waller

Finance Department (Certification of Availability of Funds):

Date: 6-22-11

Angie Evans

Corporation Counsel:

Date:

City Manager:

Date: 6/22/11

Joseph W. Waller

June 13, 2011

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

Attention: Joe Wuellner, P.E.
Director of Public Works

Subject: (1) City of Pekin Agreement for Professional Engineering Services
(2) Amendment No. 2 to the Agreement for Engineering Services for
the City of Pekin, IL WWTP #2 Phase 2 Improvements

Dear Joe,

We are respectfully enclosing the subject Engineering Services Agreements for your review and consideration.

The first Agreement is a general update to our previous Professional Services Agreement dated February 8, 2010 and is needed for the WWTP Phase 2 Project Agreement which references to it.

The Second Agreement is our proposed Amendment #2 to our current Services Agreement for the WWTP Phase 2 Project in accordance with the requirements of the IEPA Low Interest Loan Application and the approved IEPA Facilities Plan and CSO Long Term Control Plan as follows:

- A. Phase 2A and 2B Bidding Services.
- B. Construction Phase Services (Resident Engineering; Shop Drawings; Observation and Testing; As-Built Record Documentation; Technical Consultation; SCADA I/O Testing and Systems Integration Services; Construction Staking).
- C. IEPA Low Interest Loan Administration Services.

The current estimated construction implementation schedules are as follows;

Bidding Phase 2A July – September 2011
Bidding Phase 2B July – September 2012
Phase 2A Construction October 1, 2011 to October 1, 2013
Phase 2B Construction October 1, 2012 to October 1, 2014

Our estimated T&M fees are based on these construction durations. I have also attached detailed breakdowns for your review and further analysis. Our estimates assume:

- 1) ½ time resident Engineering over the full project term.
- 2) ½ time Construction Observation for 6 months of the project term (during project startup and reduced work periods) and full time observation during the remainder of the project term.

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- 3) Additional necessary Engineering Technical Support (multiple technical disciplines – Civil; Structural; Wastewater Process Engineering; Architectural; Electrical; Plumbing; HVAC; Controls) during the shop drawing review portions of the project (over a 3 month period allocated to each phase).

The estimates compare favorably and are significantly below the LTCP Planning Budget.

We are prepared to reduce the work to an "as-needed" condition at your direction and discretion on site, however this is a very complex project spread over multiple years with overlapping funding, construction and implementation schedules between Phase 1, 2 and 2A as well as multiple contractors and associated subcontractors/suppliers. It is a substantial undertaking that will require diligent and consistent attention.

I have matched the scope of our services and the Agreement terms specifically to the documentation requirements of the funding agency and the approved Project Facilities Plan and Long Term Control Plan. Should any other specific requirements arise from the IEPA, we will modify the Agreement accordingly.

Please do not hesitate to contact me at any time to discuss or present details, scope, costs, or to provide resumes of the project team members as needed for staff or council review.

We very much appreciate your confidence in the Farnsworth Group and this opportunity to be of service to the City of Pekin on this major infrastructure improvement.

Very Truly Yours,

FARNSWORTH GROUP, INC.

A handwritten signature in black ink, appearing to read 'P. Sheridan', written over the printed name.

Patrik J. Sheridan, P.E.

crw



**CITY OF PEKIN, ILLINOIS
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

AGREEMENT is effective this 11th day of July in the year 2011 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 2709 McGraw Drive, Bloomington, IL 61704 and the City of Pekin of 111 S. Capitol St., Room 242, Pekin, IL 61554, hereinafter referred to as the CLIENT.

It is hereby agreed that:

1. From time to time during the term of this Agreement, FGI shall provide professional engineering/architectural services for various projects of scope and schedule agreed upon by FGI and the CLIENT. For each project, FGI shall provide a project task order letter proposal including scope of work, schedule for completion, and an estimate of fee for services to be rendered.
2. Each project task order proposal shall reference, as applicable to the work, the GENERAL CONDITIONS attached hereto.
3. FGI shall not proceed with work on any project without CLIENT approval of the task order letter proposal.
4. The CLIENT shall reimburse FGI for services on the basis of actual time and expense incurred.

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and FGI.

FARNSWORTH GROUP, INC.

Signature

Patrik J. Sheridan, P.E.

Typed Name

Engineering Manager

Title

7/11/2011

Date

City of Pekin, Illinois

Client

Signature

Typed Name

Title

Date

Date: 7/11/11

Client: City of Pekin

Project: Agreement for Professional Engineering Services

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend and/or terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. The Client shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance With Law: In the performance of services to be provided hereunder, FGI and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Ownership of Instruments of Service: Any drawing, reports and data in any form, including electronic media (documents) generated by FGI, are Instruments of Service of FGI. Nevertheless, the documents shall become the property of the Client upon payment in full of all monies due FGI. The Client agrees not to reuse the documents for any purpose other than for the Project. The Client further agrees to waive all claims against FGI resulting in any way from any use or reuse of the documents and electronic files for any other project by anyone other than FGI. Electronic files furnished by FGI shall be subject to an acceptance period of thirty (30) days after which the electronic files shall be deemed accepted and FGI shall have no obligation to correct errors or maintain them. Differences may exist between the electronic files and the printed hard-copy documents. In the event of a conflict between the hardcopy documents prepared by FGI and electronic files, the hard copy documents shall govern. Client agrees to defend against all damages, liabilities or costs arising from any changes made by anyone other than FGI or from any reuse of the documents without the prior written consent of FGI. Delivery of the documents for use by the Client shall not be deemed a sale. FGI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Standard of Care: The services will be performed for the exclusive benefit of Client. Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

Limitation of Liability: Client agrees to limit FGI's liability to Client arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

Opinions of Cost: Since FGI has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FGI's opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being

obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof.

Indemnification: FGI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by FGI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom FGI is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless FGI, its officers, directors, employees and subconsultants (collectively, FGI) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, FGI or anyone for whom the Client is legally liable. Neither the Client nor FGI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the first page of this Agreement until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged

cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against FGI and to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from FGI's damaging underground utilities or other man-made objects that were not called to FGI's attention or which were not properly located on plans furnished to FGI. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered according to Client's instructions or stored for an agreed charge.

Shop Drawing Review: Client agrees that FGI shall review shop drawing submissions solely for their conformance with FGI's design intent and conformance with information given in the construction documents. FGI shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to FGI.

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to dealing with questions by the Client's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. FGI will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FGI will not be responsible for the Contractor's obligation to carry out the work according to the Contract Documents. FGI will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Additional Provisions: Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

APPENDIX A
Farnsworth Group, Inc.
Schedule of Charges - January 1, 2011

Engineering/Surveying Professional Staff Per Hour

Engineering Intern I	\$ 91.00
Engineering Intern II	\$ 99.00
Engineer / Land Surveyor	\$106.00
Senior Engineer / Senior Land Surveyor	\$ 112.00
Project Engineer / Project Land Surveyor	\$ 124.00
Senior Project Engineer / Senior Project Land Surveyor	\$ 138.00
Engineering Manager / Land Surveying Manager	\$ 152.00
Senior Engineering Manager	\$ 163.00
Principal / Vice President	\$ 174.00

Engineering/Surveying Technical Staff

Administrative Support	\$ 59.00
Technician I	\$ 59.00
Technician II	\$ 78.00
Senior Technician	\$ 86.00
Chief Technician	\$ 99.00
Designer	\$ 108.00
Senior Designer	\$ 112.00
Project Designer	\$ 119.00
Senior Project Planner/Systems Integration Specialist	\$ 122.00
Senior Project Designer / Systems Integration Manager	\$ 135.00

Architecture Staff

Architectural Intern I / Landscape Architect Intern I / Interior Designer I	\$ 80.00
Interior Designer II	\$ 85.00
Architectural Intern II / Interior Designer III / Landscape Architect Intern II	\$ 89.00
Architect / Landscape Architect / Architectural Designer	\$ 101.00
Senior Architect / Senior Architectural Designer	\$ 107.00
Project Architect	\$ 117.00
Senior Project Architect / Senior Project Landscape Architect	\$ 129.00
Architectural Manager / Landscape Architectural Manager	\$ 137.00
Senior Architectural Manager	\$ 144.00
Principal, Architecture	\$ 161.00

Expenses

Field Vehicle & Equipment	10.00/hr
Automobile	\$.54/mi
CADD Computer	\$15.00/hr
Hand Held GPS	\$11.00/hr
1 Unit GPS (Maximum \$440/day)	\$22.00/hr
2 Unit GPS (Maximum \$440/day) / GPS Robotic	\$44.00/hr
3 Unit GPS (Maximum \$660/day)	\$66.00/hr
Robotic Total Station	\$22.00/hr
Subcontractors & Other Reimbursable Expenses Related to Project*	Cost + 10%

(*Includes the actual cost of subcontractors, blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.)

CHARGES EFFECTIVE UNTIL JANUARY 1, 2012 UNLESS NOTIFIED

1. RATES EFFECTIVE July 11, 2011 through December 31, 2011

2. RATES EFFECTIVE for subsequent years will be submitted to the CLIENT prior to December 31 of the current calendar year for review and approval and shall be effective as of January 1 of the new calendar year.

AMENDMENT NO. 2 TO
AGREEMENT FOR ENGINEERING SERVICES
FOR THE
CITY OF PEKIN, IL WWTP #2 PHASE 2 IMPROVEMENTS

THIS AGREEMENT, made this 11th day of July, 2011 by and between the CITY OF PEKIN, 111 South Capitol Street, Pekin, IL 61554, hereinafter referred to as the OWNER, and FARNSWORTH GROUP, INC., 2709 McGraw Dr., Bloomington, Illinois 61704, hereinafter referred to as the ENGINEER, shall amend the Agreement for Engineering Services for the City of Pekin, IL WWTP #1 Phase 2 Improvements, made between the OWNER and ENGINEER the 24th day of May, 2010, known hereinafter as the AGREEMENT.

Whereas, the OWNER intends to construct and finance, in part, the PROJECT with an Illinois Environmental Protection Agency Low Interest Loan; and,

NOW THEREFORE, the AGREEMENT shall be amended as follows:

1. Add the following to SECTION A – SCOPE OF ENGINEERING SERVICES:

A.4. Bidding Services:

The ENGINEER shall provide the following services during the construction phase solicitation for bids from contractors for Construction Phases 2A and 2B:

- a. Furnish three (3) paper sets of the Plans, Specifications and Contract documents to the OWNER.
- b. Provide interpretations of the Contract documents to the bidders, document communications and prepare technical data for addenda to the Contract documents.
- c. Attend and conduct pre-bid conferences with representatives of the OWNER and other interested parties during bidding.
- d. Attend and chair the bid opening with the OWNER.
- e. Review bid tabulations and prepare final Contract Documents for review by OWNER's Attorney and other representatives of the OWNER.
- f. Assist OWNER in satisfying IEPA loan documentation requirements during bidding and contract award through completion of an executable IEPA Low Interest Loan Agreement.

A.5. Loan Administration Services

- a. Assist OWNER with administrative requirements of the funding source.
- b. Assist OWNER with correspondence, documentation, meetings records required for processing of the records and documentation for the IEPA low interest loan agreement.
- c. Prepare loan disbursement requests, correspondence and other administrative requirements in accordance with procedures of the IEPA low interest loan agreement.

A.6. Construction Phase and Quality Assurance Services

After the OWNER has awarded a Contract for construction of the PROJECT, the ENGINEER will provide the following services:

- a. Conduct pre-construction conference.
- b. Review and approve any necessary shop and working drawings and component submittals furnished by contractors.
- c. Interpret the intent of the Drawings and Specifications to the contractor(s). The ENGINEER will not, however, guarantee the performance of any contractor.
- d. Provide general engineering observation of the work of the contractor(s) as construction progresses. The Engineer does not guarantee the performance of the Contractor(s). The Engineer's undertaking hereunder shall not relieve Contractor(s) of the obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner, shall not make the ENGINEER an insurer of the contractor's performance, and shall not impose upon the ENGINEER any obligation to ensure that the work is performed in a safe manner.
- e. Provide concrete sampling and concrete sample compressive strength testing.
- f. Review and approve Contractor estimates (pay requests) for progress and final payments. Verify installed unit price quantities and provide field measurement and inspection to verify installed unit quantities for unit price contract work.
- g. Attend construction progress meetings and advise the City of the progress of the work.

- h. Provide technical information, design and documentation to the OWNER for development of project change orders as may be required to extend or improve the PROJECT during construction. Such changes shall be initiated at the OWNER's direction.
- i. Conduct final inspection of contractor's work before final payment is made.
- j. Provide one (1) paper set and one (1) electronic set of Record Drawings of the PROJECT to the OWNER and IEPA Field Office, Peoria, IL upon completion of the PROJECT. The record drawings shall document field changes from the original drawings.
- k. Provide construction survey control for layout and construction of the improvements as defined in the construction contract documents. Provide one (1) set of location and grade stakes for each structure, piping and for site grading.
- l. Provide Systems Integration Services to include:
 - 1) Shop Drawing review of all SCADA components and manufactured control panels.
 - 2) Perform Input/Output wire verification in conjunction with the Construction Contract electrician to verify sensor to control wiring interfacing as a QA/QC service. FGI not responsible for calibrating or adjusting sensors or equipment supplied and installed by others. FGI does not guarantee or warrant the work of the installing contractor.
 - 3) Prepare and submit a written process sequence of operations in conjunction with the design process engineer and OWNER.
 - 4) Prepare automation and Human Interface Screen programming and documentation including debugging and testing.
 - 5) Assist in automation facility startup after approval of the Operator and after manual plant operation and testing has been completed by others.

2. Amend existing SECTION A – SCOPE OF ENGINEERING SERVICES; Part A.3 Time of Performance as follows:

- d. The Owner will construct the Phase 2 Improvements in two distinct project phases (Phase 2A Construction initiated in 2011; Phase 2B Construction initiated in 2012).
 - 1) Bidding Services shall be performed following the Owners authorization to advertise for bids through issuance of the Contract Notice to Proceed. Bidding Services shall be provided for Phase 2A (2011) and Phase 2B (2012).
 - 2) Construction Phase and Quality Assurance Services shall begin with the OWNER'S Notice to Proceed and continue through the duration of the PROJECT. The end date of services shall be three (3) months following final payment to the Contractor(s) to allow for Project closeout and completion of all Operational System Integration Services on the basis of the following construction schedule:
 - a) Phase 2A – October 1, 2011 through October 1, 2013 (730 Calendar days)
 - b) Phase 2B – October 1, 2012 through October 1, 2014 (730 Calendar days)
 - c) Total Term of Phase 2 Construction Phase and Quality Assurance Services October 1, 2011 through January 1, 2015 or 1185 Calendar days.
 - 3) Low Interest Loan Administration Services:

Concurrent with the Bidding and Construction Phase and Quality Assurance Services and extending to submission of record documents to the Agency.

3. Add the following to SECTION C – COMPENSATION FOR ENGINEERING SERVICES:

- C.5. For Section A.4.: Bidding Services, a fee based on time and expenses according to the terms of the current Agreement for Professional Engineering Services. The estimated maximum fee payable to the ENGINEER shall be \$53,000.00 for Phase 2A and \$53,000.00 for Phase 2B.
- C.6. For Section A.6.: Construction Phase and Quality Assurance Services, a fee based on time and expenses according to the terms of the current Agreement for Professional Engineering Services Agreement. The estimated maximum fee payable to the ENGINEER shall be \$2,148,500.00.
- C.7. For Section A.5.: Loan Administration Services, a fee based on time and expenses according to the terms of the Current Agreement for Professional Engineering Services Agreement. The estimated maximum fee payable to the ENGINEER shall be \$76,500.00.

4. SECTION E – GENERAL CONDITIONS

Delete the Statement “as attached hereto” and replace with “as defined in the current Agreement for Professional Engineering Services.”

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the AGREEMENT as of the day and year first above written.

OWNER:

CITY OF PEKIN

By: _____
Laurie Barra

Title: Mayor

Attest: _____

Title: _____

(SEAL)

ENGINEER:

FARNSWORTH GROUP, INC.

By: _____
Patrik J. Sheridan, P.E.

Title: Engineering Manager

Attest: _____
Steven Myers, P.E.

Title: Principal

(SEAL)

**Pekin WWTP
Phase 2 Construction Services**

Pekin WTRP Phase 2 Construction Services																						
COST/ HOUR	Bidding Phase 2A		Bidding Phase 2B		Shop Drawings Phase 2A		Shop Drawings Phase 2B		Construction Phase Resident Engineering		Quality Assurance Observation		Construction Staking		I/O Check Out Programming System Integration		As Built Record Drawings		Loan Administration		Project Budget Summary	
	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item	Est. Hours	Total Item		TOTAL AMOUNT
Principal																						\$0.00
Senior Engineering Manager	\$174.00	\$0.00	\$0.00	\$0.00	80	\$13,040.00	\$0.00	\$0.00	3200	\$468,400.00	\$0.00	\$0.00	80	\$12,160.00	\$0.00	\$0.00	160	\$26,080.00	\$0.00	\$0.00	\$0.00	\$52,160.00
Professional Manager	\$152.00	\$18,240.00	120	\$18,240.00	200	\$30,400.00	\$0.00	\$0.00	1580	\$218,040.00	\$0.00	\$0.00	120	\$16,560.00	\$0.00	\$0.00	560	\$85,120.00	\$0.00	\$0.00	\$0.00	\$693,120.00
Senior Project Professional	\$138.00	\$0.00	\$0.00	\$0.00	240	\$33,120.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$300,840.00
Project Professional	\$124.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Senior Engineer Professional	\$112.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Professional	\$106.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Professional Intern II	\$99.00	\$10,600.00	100	\$10,600.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$100,064.00
Professional Intern I	\$91.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Systems Integration Specialist	\$122.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$58,320.00
Senior Project Designer/Int. Mgr	\$135.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Project Designer	\$119.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Senior Designer	\$112.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Designer	\$103.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Computer Specialist	\$108.00	\$4,320.00	40	\$4,320.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Chief Technician	\$99.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Senior Technician	\$86.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Technician I	\$78.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Technician II	\$69.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Administrative Support	\$59.00	\$4,720.00	80	\$4,720.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Field Car & Equipment	\$10.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Personal Car (Miles)	\$0.54	\$216.00	400	\$216.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Expenses:																						\$0.00
Mailing/UPS/Copies	L.S.	\$2,500.00		\$2,500.00			\$5,000.00	\$5,000.00			\$5,000.00	\$5,000.00			\$5,000.00	\$5,000.00			\$5,000.00	\$5,000.00	\$1,500.00	\$22,000.00
Plots	L.S.	\$12,500.00		\$12,500.00			\$0.00	\$0.00			\$1,000.00	\$1,000.00			\$500.00	\$500.00			\$500.00	\$500.00	\$0.00	\$32,000.00
Geotechnical/Testing	L.S.	\$0.00		\$0.00			\$750.00	\$750.00			\$50,000.00	\$50,000.00			\$1,500.00	\$1,500.00			\$0.00	\$0.00	\$0.00	\$60,500.00
CADD Computer (per hour)	\$15.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
GPS Equipment (per day)	\$440.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Robotic Total Station (per hour)	\$22.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$600.00	\$600.00			\$0.00	\$0.00	\$0.00	\$600.00
Miscellaneous equipment/tools	L.S.	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00			\$2,000.00	\$2,000.00			\$2,500.00	\$2,500.00			\$0.00	\$0.00	\$0.00	\$19,500.00
TOTALS		\$53,096.00		\$53,096.00		\$89,390.00		\$89,390.00		\$862,090.00		\$688,200.00		\$150,460.00		\$202,980.00		\$68,380.00		\$76,848.00		\$2,330,930.00



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Ordinance Authorizing Loan Agreement with IEPA

AGENDA DATE REQUESTED: July 11, 2011

ACTION REQUESTED: Approve ordinance authorizing the City Manager to work with the IEPA to secure low interest loans for the construction of the Phase 2 Waste Water Treatment Plant.

DESCRIPTION: As part of the loan package to the Illinois Environmental Protection Agency (IEPA) for a low interest loan, the attached ordinance must be approved and submitted with the application. The IEPA has been reviewing the Phase 2 drawings since April and we expect to receive the permit to construct by the end of June. Once that has been granted, we can submit the loan package for the first part of Phase 2. As stated back when this project first started, the IEPA has the ability to issue low interest loans for project such as ours up to \$20 million. We have worked very closely with them to insure that our project will be one of the many that they fund and they have stated that they will help with both parts of Phase 2. Since our project is more than \$20 million, we will be going for two loans which will cover all the construction of Phase 2. The first \$20 million loan contains stimulus funding and the interest rate will be 1.25% with \$2.5 million forgiven so we will only have to pay back \$17.5 million. The second loan is not expected to be the full \$20 million and it will be at the normal rate of 2.5%. Payback on the loans does not start until six months after the completion of the work. I have included the cost schedule that was created for this project as a reference. If this loan is not secured, then outside sources for funding would have to be found and a higher interest rate would be paid without any loan forgiveness.

I recommend that this ordinance be approved so that the project can stay on schedule to meet the June 2015 deadline set by the Pollution Control Board Order.

FINANCIAL IMPACT: Borrowing \$20 million for the construction work at the WWTP

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Funding will be secured for WWTP work from the IEPA

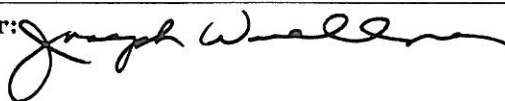
IMPACT IF DENIED: Funding will have to be secured from another source at a much higher interest rate the 1.25%

ALTERNATIVES: None – plant must be built and operational by June 2015

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

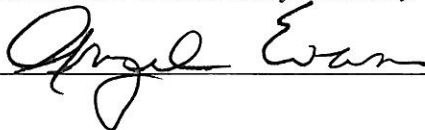
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure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

REQUIRED SIGNATURES

Department Director: 

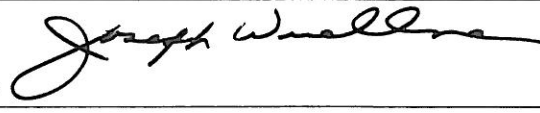
Date: 6/22/11

Finance Department (Certification of Availability of Funds):

Date: 6-22-11 

Corporation Counsel:

Date:

City Manager: 

Date: 6/22/11

ORDINANCE AUTHORIZING LOAN AGREEMENT{PRIVATE }

ORDINANCE NUMBER 2641 - 11/12

AN ORDINANCE authorizing the CITY OF PEKIN OF TAZEWELL COUNTY, ILLINOIS to
borrow funds from the Water Pollution Control Loan Program Fund.

WHEREAS the CITY OF PEKIN, TAZEWELL COUNTY, Illinois ("the CITY")
operates its sewerage system ("the System") and in accordance with the provision of Article VII
Local Government of the Constitution of the State of Illinois and the Local Government Debt
Reform Act, 30 ILCS 350/1 et seq. (collectively, "the Act"); and

WHEREAS the CITY MANAGER and COUNCIL of the CITY ("the Corporate
Authorities") have determined that it is advisable, necessary and in the best interests of public
health, safety and welfare to improve the System, including the following:

Construction of STP #1 improvements in accordance with the City's Long Term Control
Plan and Facilities Plan including the replacement of both primary and secondary clarifiers,
installation of an activated sludge process, nutrient removal, upgrades to the sludge dewatering and
disinfection systems, CSO lagoon, excess flow upgrades and all necessary appurtenances together
with any land or rights in land and all electrical, mechanical or other services necessary, useful or
advisable to the construction and installation ("the Project"), all in accordance with the plans and
specifications prepared by consulting engineers to the CITY, which Project has a useful life in
excess of 20 years; and

WHEREAS the estimated cost of construction and installation the Project, including engineering, legal, financial, and other related expenses, is \$37,700,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the CITY from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenue derived from a user charge for services in the City of Pekin and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$37,700,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the CITY and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the CITY of PEKIN, TAZEWELL County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the CITY to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the CITY in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$37,700,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the system so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the system and the loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The CITY MANAGER is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

As long as the City of Pekin has outstanding revenue bonds that are being paid in part by from revenues of the system, and that are senior to the revenue bond authorized by this Ordinance, the City of Pekin shall maintain a system, fund, accounts, coverage and reserves identical to the account, coverage and reserves required by the outstanding ordinances.

SECTION 8. AUTHORIZATION OF CITY MANAGER TO EXECUTE LOAN

AGREEMENT

The CITY MANAGER is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the CITY MANAGER for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED by the Corporate Authorities of the CITY OF PEKIN, Illinois

on _____, 2011

Approved _____, 2011

CITY MANAGER
CITY OF PEKIN
TAZEWELL COUNTY, ILLINOIS

AYES: _____

NAYS: _____

ABSENT: _____

Published in the Pekin Daily Times on _____, 2011.

RECORDED in the CITY Records on _____, 2011.

ATTEST:

CITY CLERK
CITY OF PEKIN
TAZEWELL COUNTY, ILLINOIS

CERTIFICATION

I, _____ do hereby certify that I am the duly elected, qualified and acting Clerk of the CITY OF PEKIN. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as Ordinance Authorizing Loan Agreement, passed by the Council of the CITY OF PEKIN on the _____ day of _____ 2011, and approved by the CITY MANAGER of the CITY OF PEKIN on the same said date, the original of which is part of the books and records within my control as Clerk of the CITY OF PEKIN.

Dated this _____ day of _____, 2011.

Clerk of the CITY of PEKIN

[illegible]



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution for ARRA project Parkway Drive

AGENDA DATE REQUESTED: July 11, 2011

ACTION REQUESTED: Approve Resolution for expenditure of MFT Funds for the City share of the completed ARRA project Parkway Drive in the amount of \$40,973.49

DESCRIPTION: This is the resolution for the expending of MFT Funds on the City Share to the money received through American Recovery and Reinvestment Act to mill and overlay Parkway Drive in 2010. The City received \$432,276.00 in ARRA funding and signed agreement with IDOT to reimburse the State the cost of the remainder of the project. The total cost of the project was \$473,249.49 therefore the City's share is \$40,973.49.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$40,973.49 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The City share will be covered by MFT Funds

IMPACT IF DENIED: The City share will not be covered by MFT Funds

ALTERNATIVES: Use General Funds to cover the City share

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

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

REQUIRED SIGNATURES

Department Director: 

Date: 6/27/2011



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the City Council of the
City Pekin of Pekin Illinois
Council or President and Board of Trustees
City, Town or Village

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

Name of Thoroughfare	Route	From	To
Parkway Drive	FAU 6711	Court St./IL 9	Willow

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of milling 3" off the surface and replacing it with 1.5" of HMA.

42 and shall be constructed 42 wide
and be designated as Section 09-00178-00-RS

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of forty thousand nine hundred seventy
three dollars and forty nine cents Dollars (\$40,973.49) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by RA Cullinan & Son Inc, a division of United Contractors Midwest Inc. ; and,
Specify Contract or Day Labor

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

Approved

Date

Department of Transportation

Regional Engineer

I, Sue McMillan Clerk in and for the

City Pekin of Pekin

City, Town or Village

County of Tazewell, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the City Council

Council or President and Board of Trustees

at a meeting on July 11, 2011

Date

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

day of

(SEAL)

City, Town, or Village Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM: Speed Limit, Veterans Drive

AGENDA DATE REQUESTED: June 27, 2011 July 11, 2011

ACTION REQUESTED: Increase the speed limit to 55 MPH (currently 45 MPH) on Veterans Drive, leaving the existing 30 MPH zone near Court Street in place. Revised 55mph Allentown

This action is at the request of the Traffic Safety Committee.

BACKGROUND: Since its enactment, the current speed limits on this section of Veterans Drive have been viewed by many motorists as too low. There have been 24 traffic crashes on Veterans the last 5 years. Many motorists avoid travelling this route because of the slow speed limit.

FINANCIAL IMPACT: The installation of signs will cost approximately \$2,000

NEIGHBORHOOD CONCERNS: There are no neighborhoods adjacent to this roadway.

IMPACT IF APPROVED: Traffic will flow faster and more motorists will likely use this route.

IMPACT IF DENIED: No change

ALTERNATIVES: Numerous other changes in the speed limits are possible

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes]

- ☐ **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of Family-way jobs.
- ☒ **A Safe Community.** To protect community life and property by providing effective, principled Police and Fire services.
- ☐ **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

- ☐ **A High Quality of Life.** To support or provide services that improves the quality of life for Pekin's residents.
- ☐ **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

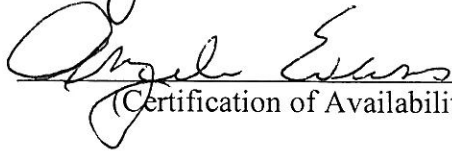
Department Director



6/8/11

Date

Finance Department



(Certification of Availability of Funds)

6-14-11

Date

Corporation Counsel

Date

City Manager

Date

ORDINANCE NO. 1462-A307 – 11/12

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SPEED LIMITS ON VETERANS DRIVE**

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

WHEREAS, the Traffic Safety Committee re-evaluated the 45 mph speed limit currently in place on Veterans Drive at the Traffic Safety Meeting of June 3, 2011; and

WHEREAS, the Traffic Safety Committee recommended to Council to consider raising the speed limit on Veterans Drive from Broadway Road to the current 30 mph posted limit to 55 mph and to post a "Reduced Speed Ahead" sign farther out to give motorists earlier warning of the impending change; and

WHEREAS, after further restrictive information was received on the proposed change of speed on Veterans Drive, a new recommendation was made; and

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

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

1. That Title 8, Chapter 3, Section 3. F. be amended by adding the following:

Control	Speed	On Street	At or From	To	Direction
Speed	55 mph	Veterans Drive	Allentown Road	Broadway Road	NS

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, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2011; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2011.

Mayor

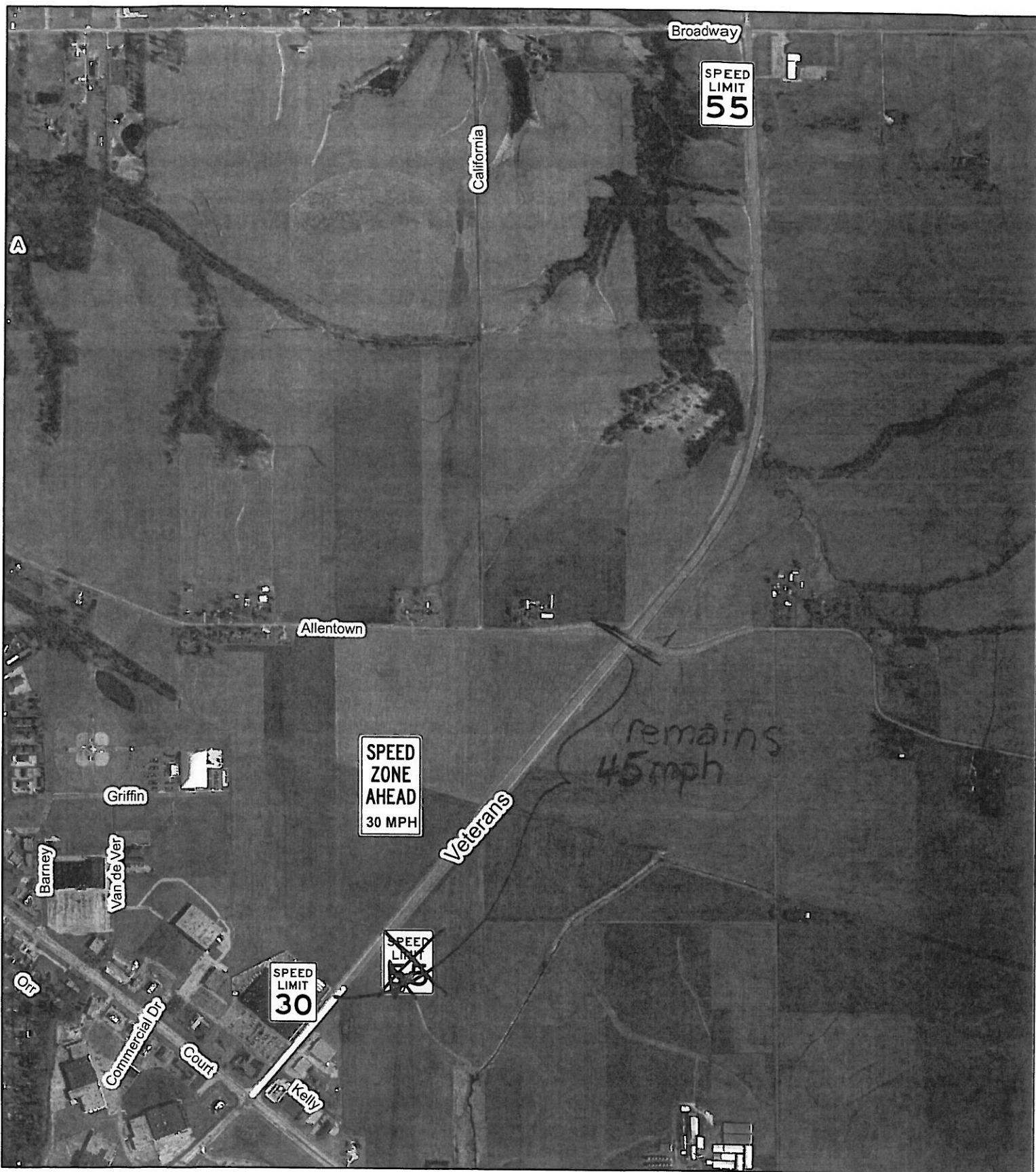
ATTEST:

City Clerk

Control	Speed	On Street	At or From	To	Direction
Speed	20 mph	Market Street	N. Nineteen Street	East End	EW
Speed	20 mph	N. Nineteenth St.	Broadway Road	Market Street	S
Speed	20 mph	N. Twentieth Street	Broadway Road	Market Street	N
Speed	20 mph	Park Avenue	Court Street	12 th Street	EW
				Ord. No. 1462-A276	
Speed	35 mph	Broadway Road	N. 14 th Street	California Road	EW
				Ord. No. 1462-A288	
Speed	35 mph	Court Street	S. Ninth Street	Valle Vista Blvd	EW
Speed	35 mph	N. Eighth Street	Chestnut Street	Coolidge Drive	NS
Speed	35 mph	S. Second Street	Derby Street	Koch Street	NS
Speed	35 mph	S. Fourteenth Street	Rosemary Street	Koch Street	NS
Speed	35 mph	Parkway Drive	Broadway Road	Velde Drive	NS
				Ord. No. 1462-A266	
Speed	35 mph	Sheridan Road	California Road	California Road E	EW
				Ord. No. 1462-A292	
Speed	35 mph	VFW Road	Route 29	IC Railroad	EW
Speed	40 mph	Ann Eliza Street	N. Second Street	Bridge	West
Speed	40 mph	Court Street	Valle Vista Blvd	Barney Avenue	EW
Speed	40 mph	Margaret Street	Bridge	N. Second Street	East
Speed	40 mph	N. Eighth Street	Coolidge Drive	Past Sacred Hrt. Ce.	NS
Speed	40 mph	Parkway Drive	Velde Drive	Northern City Limit	NS
				Ord. No. 1462-A266	
Speed	45 mph	Broadway Road	California Road	Veterans Drive	EW
				Ord. No. 1462-A288	
Speed	45 mph	Court Street	Barney Avenue	Veterans Drive	EW
Speed	45 mph	S. Fourteenth Street	VFW Road	Rosemary Street	NS
Speed	45 mph	S. Second Street	Manito Blacktop	Koch Street	NS
Speed	45 mph	VFW Road	S. Fourteenth Street	900' E of S. Fourteenth Street	EW
* Speed	45 mph	Veterans Drive	Court Street	Broadway Road	NS
				Ord. No. 1462-A214	
Speed	50 mph	Court Street	Veterans Drive	Eastern City Limit	EW
Speed	50 mph	N. Eighth Street	Past Sacred Hrt. Ce.	Northern City Limit	NS
Speed	50 mph	S. Second Street	Southern City Limit	Manito Blacktop	NS
Speed	55 mph	Ann Eliza Street	Bridge	Levee Road	West
Speed	55 mph	Margaret Street	Levee Road	Bridge	East
* SPEED	55 MPH	VETERANS DRIVE	ALENTOWN RD	BROADWAY ROAD	NS
(deleted Ord. No. 1462-A200 10/14/02 on 10/22/07) (deleted 1462-A180 on 11-13-00) (1462-A290-09/10 failed 06/22/09)					

G. Speed Limits in School Zones. No person shall drive a motor vehicle at a speed in excess of twenty (20) miles per hour while passing a school zone or while traveling upon any public thoroughfare on or across which children pass going to and from school during school days when school children are present.

Speed Limit Change On Veterans Drive



0 500 1,000 2,000 3,000 4,000 5,000 Feet

