City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF JUNE 27, 2005
5:30 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES
Regular Council Meeting of June 13, 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Building and Finance

2. Resignation Don Nell from Liquor Commission

3. Receive and File Tax Increment Financing Redevelopment Plan and Project

4. Receive and File Recommendation and Written Report of the Joint Review Board Redevelopment Plan Proposed Industrial Park Conservation Area

5. Receive and File Liquor Commission Minutes Dated June 9, 2005

6. Receive and File Liquor Commission Recommendations:
   a. #2-2005 – approval of the Special Use for the Sale of Alcohol for Dragon's Dome Ball Fields at 3321 Griffin Avenue with conditions

7. Receive and File Pekin Planning Commission Minutes Dated June 8, 2005

8. Receive and File Pekin Planning Commission Hearings and Recommendations:
   a. #1672 – Recommends to deny the Special Use for a Roadside Stand in the NW corner of the parking lot of County Market submitted by Michael Thomas for Mountain Mudd
   b. #1673 – Recommends approval of Zoning Assignments of Lots 79-91 and 104 RT and Lots 92-103 R2 pending annexation of Deerfield Estates Section 4

VII. COMMUNICATIONS, PETITIONS, REPORTS
Police Chief Report on Department Structure (TG)

VIII. NEW BUSINESS

1. Ordinance No. 2435 - Adopting Tax Increment Financing (TIF III) (DK)
2. Ordinance No. 2436 - Designating Tax Increment Redevelopment Project Area (TIF III) (DK)
3. Ordinance No.2437 - Approving a Tax Increment Redevelopment Plan and Project (TIF III) (DK)
4. Farnsworth Agreement to Wastewater O & M Service for Technical Support (DK)
5. Special Use for Sale of Alcohol for Dragon's Dome Ball Fields at 3321 Griffin (WM)
6. Special Use for a Roadside Stand in the NW corner of the parking lot of County Market submitted by Michael Thomas for Mountain Mudd (JW)
7. Agreement with IBM for maintenance of AS 400 Computer (JW)
8. Award Bid Sidewalk and Handicapped Ramps Project II Broadway and Sheridan East of 16th and West of Maywood (JW)
9. Ordinance No. 2438 – Authorizing Amendment to Development Agreement with Dragon's Dome (JW)
10. Ordinance No. 2439 – Authorizing Amendment to Development Agreement with Dragon's Dome (JW)
11. Housing Rehabilitation Consultant Duties and Consulting Contract (PA)

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

X. EXECUTIVE SESSION

Personnel – Employment of a Specific Employee of the Public Body ILCS 120/2 (c) 1. (LH)

XI. ADJOURNMENT

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JUNE 13, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING

PRESENT: COMMISSIONERS, RICHMOND, MADDOX, MASSAGLIA, AND JONES

ABSENT: NONE

****

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

Roll was called and all commissioners were present.

Agenda

Motion by Com’r. Blanchard by Com’r. Maddox that the **agenda be approved as presented**. On roll call vote, all present voted Aye.

Motion by Com'r. Blanchard, seconded by Com’r. Maddox, that the **Minutes of the Regular City Council Meeting of May 23, 2005 be approved as written.** On roll call vote, all present voted Aye.

Public Input on Agenda Items

Dennis Vaughn addressed the Council and thanked them for the consideration and adoption of the revised animal control ordinance as it related to dogs. He asked the correct protocol of the meeting for asking questions and questioned why he was cut off at a previous meeting when Commissioner Jones “called the questions”. Commissioner Maddox explained to the resident that the time for Public Input was for agenda items only at this point of the meeting. When there is discussion when there is a motion on the table, *Roberts Rules of Order* were followed and any member was permitted to ask for the vote on the matter.

Jim Ash requested that he be permitted to make parting comments in relation to the Library on the agenda and his correspondence to the Mayor in which he asked not to be reappointed to the Library Board. He expressed appreciation to the Council after his 20 plus years of service and noted many of the Library’s milestones reached during that period.

Consent Agenda

Deputy Clerk Patricia Pollock presented the following items under consent Agenda.
Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the Consent Agenda b**e approved as presented.**

1. Receive and File Monthly Reports: Police (and Click It or Ticket), Tazewell County Animal Control, LADD, Building Report, Project Status, Airport, and TPCCC Statistical
2. Receive and File Insight Communications Correspondence Regarding Program Change
3. Receive and File Pekin Public Library Annual Report
4. Resolution No. 111-05/06 - Mayor’s Appointment of Vicki Koch, Leslie Leitner and Carrie Allen to the Library Board for a Term Until June 3, 2008
5. Resolution No. 112-05/06 – Prevailing Wage
6. Receive and File Bids Annual Street Maintenance 2005
7. Extrication Agreement for Advances Medical Transport

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

The recipient of a **SAFETY AWARD,** Lisa Neff was not present and the Chair asked that the Clerk move on following the agenda

Public Property Director Greg Ranney reported to Council on the Municipal Bus Department's eligibility for $105,000.00 of the STU funding received through PPUATS **FOR PURCHASE OF TWO NEW BUSES.** Mr. Ranney also made Council aware that the funding was the first time in the history of the competitive Surface Transportation (STU) Funding Program that monies were awarded to purchase vehicles.

A PUBLIC HEARING was opened by Mayor Howard at 6:01 p.m. for the purpose of discussing the sale to Marshview Properties LLC. or it affiliates, Block 3 of Riverway Park Subdivision for $181,900.00. City Manager Dennis Kief told Council that the property in Riverway Business Park was approximately 18 acres on the easterly edge abutting the railroad. He introduced Mark Gasper President of Amerhardt Ltd. Principal offices in Green Bay, Wisconsin. Mr. Gasper presented a comparable facility and site visual of the company's plans in constructing and relocating from Peoria their building materials and lumber distribution business. Commissioner Blanchard asked if local citizens would be hired and it was stated by Mr. Gasper that 35 of the Peoria employees would be employed at the new facility with the intention to hire new additional personnel as the company grew. Questions were also answered in regarding to fencing and cosmetic cover. RWBP covenants as to screening would be required. No additional comments were received and the Mayor closed the hearing at 6:07 p.m.

New Business

ORDINANCE NO. 2434

PROVIDING FOR THE SALE OF MUNICIPALLY OWNED REAL ESTATE (AMERHART)

Motion by Com'r. Jones, seconded by Com'r. Maddox, that Ordinance No. 2434 be adopted.
On roll call vote, all present voted Aye.

RESOLUTION NO. 110-05/06

AGREEMENT AND AUTHORIZATION TO EXECUTE DOWNSTATE TRANSPORTATION ASSISTANCE GRANT

Motion by Com'r. Jones, seconded by Com'r. Maddox, that Resolution No. 110-05/06 be adopted. Public Property Director Greg Ranney explained the grant agreement application necessary to secure funding for the bus service through the Illinois Department of Transportation. In the amount of $68,819.

On roll call vote, all present voted Aye.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **GRANT APPLICATION FOR MCNAUGHTON PARK TRAIL RUN IN THE AMOUNT OF $4,362.00** be approved. Director of Pekin Main Street, Emily Lambe presented the application and recommended the award. The tourism dollars were intended to attract avid runners and promote visitor spending. On roll call vote, all present voted Aye.

Motion by Com'r. Dagit, seconded by Com'r. Blanchard, that the **AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF STREETS** be approved. Superintendent of Streets David Pagliaro, explained the annual agreement reimbursed the City of Pekin $64,454.98 for maintenance of State highways and streets. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that the **ANNUAL STREET MAINTENANCE BID IN THE AMOUNT OF $690,495.32 BE ACCEPTED AND THE CONTRACT AWARDED TO R. A. CULLINAN.** Council was given an explanation for having received low competitive bids over the last few years

- The City has 7 Year Street Program divided into zones
- The city had been budgeting for seal coating in-house and contractors are aware

On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that the **AGREEMENT WITH TAZEWELL COUNTY FOR VEHICLE MAINTENANCE** be approved. Mr. Pagliaro recommended the renewal of the contract with the County and Tazewell County Headstart to service buses, sheriff vehicles, etc. it was confirmed the dollar amount had increased to cover the City's costs.
On roll call vote, all present voted Aye.

Motion by Com’r. Maddox, seconded by Com'r. Dagit, that the **AGREEMENT WITH TAZEWELL COUNTY HEADSTART FOR VEHICLE MAINTENANCE**
On roll call vote, all present voted Aye.

Other Business
Commissioner Dagit supported the 7 year Street Maintenance Program and compared the costs of $25,000 per mile to overlay not including milling, at $84,000.

Dennis Vaughn questioned the City Manager regarding morale in the Police Department and structure of the department being 15 administrative officers to 39 patrol officers. Police Chief Gillespie welcomed Mr. Vaughn to tour the operations of the department for a clearer understanding of the administration and patrol duties.

Chief Gillespie announced the department had been awarded $26,000 Home Land Security Grant to be used for security fencing of the communication center and switching to digital instead of film camera

Mayor Howard announced that the Member of the Council were preparing a list of priorities to enable to schedule a Retreat for early August. He also announced that the City and Dragon’s Dome were working on agreement in regards to a water pump and non compliance at the facility but the weekend Home Show event would go on as planned.

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

No further business to come before the Council, a motion was made by Com’r. Maddox seconded by Com’r. Blanchard that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 6:50 P.M.

Deputy Clerk
Patricia Pollock
Sue E. McMillan
City Clerk

City of Pekin

Finance Department

TO: Mayor Howard,
Council Members: Blanchard, Dagit, Jones and Maddox

FROM: Robert A. Reis, Sr., Finance Director/Treasurer

SUBJECT: May Monthly Financial Report

DATE: June 22, 2005

Beginning with this month, I will concentrate on General Fund with attachments showing overall financial conditions. These reports will not include the Fire or Police Pensions, the Library or Taz-Com. A summary of the financial information is attached to the e-mail and is also available in "O drive" at the following: **O:\FINANCIAL\May 2005 Financial.xls** with a ten year comparison of cash at **O:\FINANCIAL\Cash – Ten Year – May 2005.xls**

The General Fund is where the general operations (Public Safety, Public Works, etc) of the City are funded, plus the funds necessary to fund those operations that do not have either a revenue source (Solid Waste Fund), an adequate revenue source (Airport) or have negative balances due to Developer Loans (Economic Development). For the City to increase expenditures, we will need to have adequate funds to carry on the current operations and maintain adequate reserves for "rainy days".

While the council has never adopted a specific reserve base, we have tried to maintain a minimum of six months expenditures in our cash and investments for the General Fund and Related (General, Solid Waste, Airport, Economic Development, and Payroll Imprest) group of funds. Currently, this would be $9.175 million based on the FY: 2006 Budget and our Cash & Investments at May 31. 2005 are $7.271 million or 4.74 months.

While most revenues are pretty uniform on a month to month basis, Property Tax revenues are received usually on July 1 (45%, October 1 (45%) and December 1 (10%). This year, the earliest we will receive our first installment will probably be July 25th.

On the expenditure side, most operating expenses are also reasonably consistent. An exception is salary & benefits which are paid bi-weekly. Except for the months of September and March this fiscal year, there are two pay periods per month. September and March will have three pay periods, or 50% higher monthly expenses..

Current cash reserves are also shown by fund, grouped as General Fund related, School Bus related, Restricted Cash Management, Restricted and Total City, excluding Pensions, Library and Taz-Com. Average interest earned on our investments for the month was 2.878%

All financial information must be taken together. A surplus in the current year may be offset by a negative cash balance as in the General Fund Related. The current year is currently showing a surplus while there is a sizeable deficit in the Economic Development Fund Cash and the overall budget is a deficit.

While I will be away at GFOA and on vacation until July 5, I will try to check my e-mail on a regular basis if you have any questions.

Respectfully,

cc: Denny Kief, City Manager
Sue E. McMillan, City Clerk

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# <---------- FUND ----------> <------ NAME ------>	FY: 2006 BUDGET	RECOMMEND RESERVES	5-31-05	5-31-04	5-31-03	5-31-02	5-31-01	5-31-00	5-31-99	5-31-98	5-31-97	5-31-96
100 General	$16,876,595		$8,921,524	$7,134,309	$6,179,886	$8,641,815	$11,954,183	$10,945,659	$8,790,019	$6,834,095	$6,016,020	$3,740,794
223 Solid Waste	$1,387,324		-$120,263	-$94,232								
230 Public Benefit			$0	$0	$0	$432,776	$417,485	$422,290	$399,934	$381,878	$199,283	$190,484
525 Airport	$89,220		$14,094	$4,044	$2,919	$1,448	-$52,487	-$15,360	-$1,044	$8,196	$1,444	$391
570 Economic Develop			-$1,598,447	-$1,701,310	-$1,824,134	$150,992	$314,293	$136,543	$30,595	$201,878	$146,913	$158,988
688 Payroll Imprest			$56,778	-$138,885	$182,679	$184,107	$356,168	$22,064	$24,557	$19,294	$1,101	$15,462
700 Special Assessment			-$2,562	-$2,562	-$2,562	-$2,666	-$3,646	$7,794	$6	$39	$13,321	$12,592
General Fund Related	**$18,353,139**	**$9,175,000**	**$7,271,124**	**$5,201,365**	**$4,538,788**	**$9,408,472**	**$12,985,996**	**$11,518,990**	**$9,244,067**	**$7,445,379**	**$6,378,082**	**$4,118,711**
500 Municipal Bus	$246,478		$101,805	$123,100	$27,790	-$44,526	-$3,018	$34,252	$97,957	$172,706	$164,319	$271,184
501 School Bus	$1,202,310		$619,883	$337,195	$236,405	$636,471	$441,698	$475,352	$417,119	$459,599	$441,661	$820,581
699 Vehicle Maintenance	$854,188		-$22,706	-$16,832	$4,200	-$22,709	-$18,740	$21,282	$19,003	-$759	-$8,903	-$16,565
	$2,302,976	$575,000	$698,982	$443,463	$268,394	$569,235	$419,940	$530,886	$534,079	$631,546	$597,078	$1,075,200
231 Sewage	$2,900,370	$1,450,000	$1,244,794	$334,303	$59,413	$604,787	$1,921,497	$3,214,792	$3,107,512	$2,678,278	$2,142,995	$2,451,689
270 TIF 1	$779,945	$400,000	$308,960	-$44,953	$928,688	$1,306,264	$1,035,254	$1,985,077	$1,675,382	$1,514,560	$1,382,196	$1,529,554
271 TIF 2			$0	$0	$0	$934,609	$416,900	$1,573,710	$1,699,484	$1,127,024	$1,053,426	$779,794
445 Capital Projects	$508,716	$2,000,000	$1,265,337	$1,006,239	$1,355,062	$1,132,978	$3,521,928	$2,736,281	$2,448,230	$1,951,445		
Restricted Cash Managemen	$4,189,031	$3,850,000	$2,819,091	$1,295,588	$2,343,164	$3,978,637	$6,895,578	$9,509,860	$8,930,608	$7,271,306	$4,578,617	$4,761,037
CASH MANAGEMENT	$24,845,146	$13,600,000	$10,789,197	$6,940,416	$7,150,346	$13,956,344	$20,301,514	$21,559,736	$18,708,754	$15,348,232	$11,553,778	$9,954,948
240 Motor Fuel Tax	$1,248,562	$625,000	$3,053,552	$2,850,894	$2,208,556	$1,802,099	$1,323,900	$985,896	$1,238,742	$1,039,789	$926,124	$951,111
261 HUD 2:	$561,828	$50,000	$5,161	$12,821	$11,032	$6,389	$91,806	$26,158	$889	$135,091	$151,812	$76,922
695 Insurance Fund	$3,550,236	$1,425,000	$1,703,975	$1,219,574	$1,547,444	$1,215,555	$766,585	$1,408,963	$1,192,797	$1,269,668	$1,243,091	$580,839
RESTRICTED	$5,360,626	$2,100,000	$4,762,688	$4,083,289	$3,767,032	$3,024,042	$2,182,291	$2,421,017	$2,432,427	$2,444,548	$2,321,026	$1,608,873
CITY of PEKIN	$30,205,772	$15,700,000	$15,551,885	$11,023,705	$10,917,378	$16,980,386	$22,483,805	$23,980,753	$21,141,182	$17,792,780	$13,874,804	$11,563,821
% + / (-) to Prior Year			41.08%	0.97%	-35.71%	-24.48%	-6.24%	13.43%	18.82%	28.24%	19.98%	57.87%

Excludes Library, T-P/CCC, Fire Pension and Police Pension	5/31/05 YEAR TO DATE				
	ANNUAL	One Month	8.3%		
FUND NAME	BUDGET	ACTUAL	% of Budget		Cash & Investments
REVENUES					
General	15,830,286	1,421,196	9.0%		
Solid Waste	1,387,324	2,943	0.2%	1	
Airport	89,219	4,335	4.9%		
Economic Development	321,575	221	0.1%	2	
Payroll Imprest					
Special Assessments					
General Fund Related	**17,628,404**	**1,428,696**	**8.1%**		
Municipal Bus	246,478	1,259	0.5%	3	
School Bus	1,343,995	146,186	10.9%		
Vehicle Maintenance	854,188	71,358	8.4%		
Transportation Related	**2,444,661**	**218,803**	**9.0%**		
Sewage	3,326,595	241,410	7.3%		
TIF 1	943,500	57,758	6.1%		
Capital Projects	352,180	87,625	24.9%		
Restricted Cash Management	**4,622,275**	**386,793**	**8.4%**		
CASH MANAGEMENT	**24,695,340**	**2,034,291**	**8.2%**		
Motor Fuel Tax	1,050,000	90,811	8.6%		
HUD	628,694	1,055	0.2%	4	
Insurance	3,580,071	438,446	12.2%		
RESTRICTED	**5,258,765**	**530,312**	**10.1%**		
CITY of PEKIN	**29,954,105**	**2,564,603**	**8.6%**		

1 No Revenue Stream, subsidy from General Fund at year end only.
2 Majority of Income relatdes to East Court Village Loan paid 10/30 each year.
3 Majority of Revenue from grants, drawn towards end of year after expenses are approved.
4 HUD is CDBG money, cannot be drawn down until after it is spent.

Excludes Library, T-P/CCC, Fire Pension and Police Pension	5/31/05 YEAR TO DATE				
	ANNUAL	One Month	8.3%		
FUND NAME	BUDGET	ACTUAL	% of Budget		Cash & Investments
EXPENDITURES					
General	16,876,595	882,993	5.2%		
Solid Waste	1,387,324	69,388	5.0%		
Airport	89,220	221	0.2%		
Economic Development					
Payroll Imprest					
Special Assessments					
General Fund Related	**18,353,139**	**952,602**	**5.2%**		
Municipal Bus	3,081	13,408	435.2%		
School Bus	1,202,310	79,249	6.6%		
Vehicle Maintenance	854,188	69,864	8.2%		
Transportation Related	**2,059,579**	**162,521**	**7.9%**		
Sewage	2,900,370	163,736	5.6%		
TIF 1	779,945	154,911	19.9%		
Capital Projects	508,716	20,121	4.0%		
Restricted Cash Management	**4,189,031**	**338,767**	**8.1%**		
CASH MANAGEMENT	**24,601,749**	**1,453,890**	**5.9%**		
Motor Fuel Tax	1,248,562	30,497	2.4%		
HUD	561,828	18,389	3.3%		
Insurance	3,550,236	176,951	5.0%		
RESTRICTED	**5,360,626**	**1,679,726**	**31.3%**		
CITY of PEKIN	**29,962,375**	**3,133,617**	**10.5%**		

Excludes Library, T-P/CCC, Fire Pension and Police Pension	ANNUAL	One Month	8.3%	
	5/31/05 YEAR TO DATE			
FUND NAME	BUDGET	ACTUAL	% of Budget	Cash & Investments
REVENUES Minus EXPENDITURES				
General	-1,046,309	538,203	-51.4%	8,921,524
Solid Waste	0	-66,445		-120,263
Airport	-1	4,114		14,094
Economic Development	321,575	221	0.1%	-1,598,447
Payroll Imprest	0	0		56,778
Special Assessments	0	0		-2,562
General Fund Related	**-724,735**	**476,094**	**-65.7%**	**7,271,124**
Municipal Bus	243,397	-12,149	-5.0%	101,805
School Bus	141,685	66,937	47.2%	619,883
Vehicle Maintenance	0	1,494		-22,706
Transportation Related	**385,082**	**56,282**	**14.6%**	**698,982**
Sewage	426,225	77,674	18.2%	1,244,794
TIF 1	163,555	-97,153	-59.4%	308,960
Capital Projects	-156,536	67,504	-43.1%	1,265,337
Restricted Cash Management	**433,244**	**48,025**	**11.1%**	**2,819,091**
CASH MANAGEMENT	**93,591**	**580,400**	**620.1%**	**10,789,197**
Motor Fuel Tax	-198,562	60,314	-30.4%	3,053,552
HUD	66,866	-17,333	-25.9%	5,161
Insurance	29,835	261,495	876.5%	1,703,975
RESTRICTED	**-101,861**	**884,877**	**-868.7%**	**4,762,688**
CITY of PEKIN	**-8,270**	**1,465,277**	**-17718.2%**	**15,551,885**
	========	========		========
SALARY and BENEFITS				
- General Fund	10,549,060	612,852		
- Solid Waste Fund	699,220	40,051		
TOTAL	**11,248,280**	**652,903**		
	=========	=========		
Percent of Total Expenditures	**61.6%**	**68.6%**		
TOTAL EXPENDITURES				
- General Fund	16,876,595	882,993		
- Solid Waste Fund	1,387,324	69,388		
TOTAL	**18,263,919**	**952,381**		
	=========	=========		

June 15, 2005

Hon. Lyn Howard

Mr. Mayor

This will serve as notification that I resign from the Liquor Commission effective immediately. I deeply appreciate your confidence in me with this appointment, but I now feel compelled to withdraw.

Donald L. Nell

Donald Nell

AVAILABLE IN THE OFFICE OF THE CITY CLERK

Tax Increment Financing Redevelopment Plan and Project

INDUSTRIAL PARK CONSERVATION AREA

City of Pekin, Illinois

April 5, 2005

Prepared by:

PGAVURBANCONSULTING

RECOMMENDATION AND WRITTEN REPORT OF THE JOINT REVIEW BOARD REGARDING THE REDEVELOPMENT PLAN AND PROJECT FOR THE PROPOSED INDUSTRIAL PARK CONSERVATION AREA
City of Pekin, Illinois

1. Establishment and Meetings of Joint Review Board

Pursuant to Section 11-74.4-5(b) of the Tax Increment Allocation Redevelopment Act, a Joint Review Board consisting of the following taxing bodies was established:

Illinois Central Community College	Alpha Park Library District
Hollis Township	Hollis Grade School District
Limestone Community High School District	Peoria County
Hollis Park District	City of Pekin
Timber-Hollis Fire Protection District	Public Member

Meetings of the Board were conducted on May 11, May 16, May 23 and June 2, 2005.

2. Purposes and Authority of Joint Review Board

Under the Act, the Joint Review Board is to recommend approval or disapproval of the Redevelopment Plan and the designation of the Redevelopment Project Area. The approval or disapproval is to be based upon whether the Plan and the Project Area satisfies: (1) the Plan requirements under the Act, (2) the eligibility criteria set forth in the Act, and (3) ***"the objectives of the Act."***

The Joint Review Board is authorized to issue a written report describing why the Plan and Project Area meets, or fails to meet, "one or more of the objectives" of the Act, the Plan requirements, or the eligibility requirements.

The Joint Review Board finds that the proposed redevelopment plan meets the plan requirements under the TIF Act, and also meets the eligibility criteria defined in Section 11-74.4-3 of the TIF Act. However, as addressed below, the Plan does not further the objectives of the Act.

b. That the industrial park conservation area includes "***under-utilized areas*** which, if developed as industrial parks, will promote industrial and transportation activities, thereby reducing the evils attendant upon involuntary unemployment and enhancing the public health and welfare of this State."

c. That "the use of incremental tax revenues derived from the tax rates of the various taxing districts in redevelopment project areas for the payment of redevelopment project costs is of benefit to said taxing districts for the reasons ***that the taxing districts located in the redevelopment project areas would not derive the benefits of an increased assessment base without the benefits of tax increment financing...***"

4. Information Submitted to the Joint Review Board

The documents submitted to the Joint Review Board by the City of Pekin at the Board meetings consisted of the "Tax Increment Financing Redevelopment Plan and Project, Industrial Park Conservation Area, City of Pekin, Illinois" dated April 5, 2005 and prepared by PGAV Urban Consulting.

In addition to the information contained in the above document, the Joint Review Board was verbally informed by representatives of the City of Pekin of the following:

a. That there remains available undeveloped land in pre-existing Pekin TIF District No. 1.

b. To the City's knowledge, no developer is currently interested in improving the area within the proposed Industrial Park Conservation Area District, or requested the creation of a TIF as a precondition to developing the land within the proposed Industrial Park Conservation Area.

c. The Plan, at page 11 and Exhibit B, contains a "General Land Use Plan", but that no specific plans exist for development of the land within the proposed Industrial Park Conservation Area.

d. Although the Plan contains an "Estimated Redevelopment Project Costs" projection, no specific plan has been developed or proposed for use of the revenues to be generated through the TIF designation of such areas.

e. Although the Plan states on page 26 that any surplus revenues will be returned to Peoria County for distribution on a pro-rata basis to the local taxing bodies, no specific plan has been developed to consider revenue-sharing of any monies generated through the TIF designation with the taxing bodies affected by such designation.

Limestone Community High School District	X	
Limestone Park District	X	
Timber-Hollis Fire Protection District	X	
Alpha Park Library District	X	
Hollis Township	X	
City of Pekin		X
Public Member		

Dated: June 2, 2005

Comments from Staff: Bockler asked the Commission if they were willing to recommend to issue a Special Use Permit in advance of construction, based on the assumption it would be completed as submitted plans. Wuellner's concern is issuing the licenses with the conditions that there will be a building there. With working with the Dome for over a year, deadlines set and missed numerous times, does not have much confidence this will be done.

Attorney Bosich explained the definition of special use for sale of alcohol and the transition of responsibility for recommendation from the Planning Commission to the Liquor Commission.

Motion by Eitenmiller, seconded by Allen that the request for special use for sale of alcohol at 3321 Griffin Avenue by Dragon's Dome, Inc. be approved. McCabe questioned recommending the special use to the Council without direction as to the conditions that commission members had discussed. Discussion followed. Allen rescinded his second to the original motion. Motion was then made by Eitenmiller, seconded by Allen that the special use for sale of alcohol at 3321 Griffin Avenue by Dragon's Dome, Inc. be recommended for approval by the Pekin City Council with the following conditions:

- Appropriate plans be submitted by July 16, 2005
- Construction to commence no later than August 16, 2005
- Completion of the approved permanent building by December 31, 2005.

On roll call vote:

Eitenmiller	Aye
Miller	Aye
McCabe	Nay
Allen	Aye
Lauss	Aye
Bockler	Aye

Motion carried

Commission agreed to submit recommendation for Special Use Permit for alcohol sale use to the Pekin City Council at the June 27th, 2005 meeting.

Commission members then heard comments regarding their consideration of an **application and recommendation for a Class A Alcoholic Liquor License submitted by Dragon's Dome, Inc. to operate a place of business at 3321 Griffin Avenue known as the Ball Fields.** The Chairman noted the Commission's original recommendation had been rescinded at the June 9th meeting.

Motion by Allen, seconded by Eitenmiller that the Liquor Commission recommend approval by the Liquor Commissioner, a Class A Liquor License to Dragon's Dome, Inc. pursuant to special use. Discussion followed. Commission members questioned:

- where the alcohol would be allowed to be consumed
- security
- temporary building

Bob Adams addressed concerns. He confirmed that ASA rules prohibits alcohol at sporting events. No liquor would be available on the premises when an event was held for minors. No alcohol would be allowed to be sold or consumed on ball fields or in the dugouts. Mr. Adams felt that the when, how, and need for police security could be discussed prior to events that the City would be made aware of.

The Chair called for the vote on motion to recommend approval of the liquor license to the Liquor Commissioner.

On roll call vote:

Eitenmiller	Aye
Miller	Nay
McCabe	Nay
Allen	Aye
Lauss	Nay
Bockler	Aye

Being a split 3-3 vote, no recommendation will be made to the Liquor Commissioner for approval or denial on a liquor license.

New Business 2.

Because the establishment of a Liquor Commission in Pekin and the uniqueness of the Mayor's appointments of Council members as liaisons to Boards, McCabe suggested that the commission go on record in establishing ground rules. Commissioner Maddox, was then recognized as the Council's liaison and spoke to members on his responsibilities in that capacity:

- to observe the actions and deliberations of the Commission
- to report to Council and answer the questions the Council has in regards to its legislative intent (example: approval or denials of special use)

Commissioner Maddox indicated it would not be necessary to attend all meetings.

The Chair asked that the members review the Liquor File Application Check Sheet that had been drafted and be prepared to finalize and approve at the next meeting. It was noted that the commission had agreed that the Vice Chairperson would be assigned in the absence of the Chairman in alphabetical order of commission members.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The press was given the opportunity to ask questions.

Next meeting scheduled for Thursday, June 23, 2005 @ 4:00 p.m.

No further business, motion was then made by Eitenmiller, seconded by Allen to adjourn. On roll call vote, all present voted Aye.

Meeting adjourned at 5:26 P.M.

Respectfully submitted, Sue McMillan and Paula Gensel

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, JUNE 9TH, 2005
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Roll Call
Roll was called and the following members were present: Chairman Roy Bockler, David Eitenmiller, Gary Allen, John McCabe, Chief Lauss, and Deputy Chief Ted Miller.

Absent: Don Nell

Also present: Attorney Sue Bosich, Liquor Commissioner Howard, and City Clerk Sue McMillan, and Public Works Director Joe Wuellner.

Chairman Bockler opened the meeting at 4:00pm.

Approval of Agenda
Motion by McCabe to amend the Agenda, discussion in regards to the Liaison person that comes from the City Council in regards to the relationship to this commission. Ground rules to how this Liaison fits into this Commission. Add under Item 2 of New Business. Seconded by Eitenmiller. On roll call vote all present voted Aye. Motion carried.

Approval of Minutes
Chairman Bockler entertained a motion to approve the minutes of May 26th as submitted. Motion by Allen, seconded by Lauss that the minutes of May 26th be approved as written. On roll call vote, all present voted Aye. Motion carried.

New Business
Public Hearing/Special Use Hearing on Dragon's Dome Ball Fields, 3321 Griffin Ave, Pekin, IL 61554 at 4:07pm

Bob Adams was sworn in by Attorney Bosich. Adams submitted pictures of the temporary site, no detailed drawing submitted.

Discussion followed on the temporary site plan submitted.

Chairman Bockler asked if anyone from the public would like to speak at this time, hearing none, close the Public Hearing at 4:12pm.

Pekin Liquor Commission
June 21, 2005

No. 2-2005

The Pekin Liquor Commission recommends the approval of the Special Use Permit for the sale of alcohol for Dragon's Dome Ball Fields at 3321 Griffin Avenue with conditions. Dragon's Dome, Inc. be recommended for approval by the Pekin City Council with the following conditions:

- Architectural, structural, electrical and mechanical plans to be submitted by July 16, 2005
- Construction to commence no later than August 16, 2005
- Completion of the approved permanent building by December 31, 2005.

Roy E. Bockler, Chairman

Pekin Planning Commission Minutes
June 8, 2005

Present:
Sue Ramirez
Jim Bradshaw
Ralph Brower
Doug Payne
Dick Jost
Ron Knautz
Don Hild, Chairman

Absent:
Bob Schroeder
Michelle Holder

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

Chairman Don Hild led the Pledge of Allegiance.

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

Chairman Don Hild asked for approval of the Agenda.

MOTION by Ron Knautz, Seconded by Sue Ramirez to approve agenda as presented. On roll call vote, all present voted **AYE. MOTION APPROVED.**

Chairman Don Hild asked for approval of the minutes.

MOTION by, Ralph Brower seconded by Dick Jost that the minutes be approved for the May 11, 2005 meeting. On roll call vote, all present voted **AYE. MOTION APPROVED.**

PPC Correspondence: No Correspondence

City Council Action Report: Pekin City Council approved the submitted recommendation for the following Hearings:

#1669 to rezone the property in the North ½ of Pekin Edgewater, Sec 3 on Lakeshore Drive from B-1 (Local Business District) to OS-1 (Office Service District)
#1670 the rezoning of Part D in East Willow Addition and Lots 248, 246 & 247 in Greenbrier Sec #3 from B-1

(Local Business District) to RM-3 (Multiple Family Residential)

Applications and Hearings:

Application #1: **Michael E Thomas, Midwest-Mudd Inc (also known as Mountain Mudd)**

Hearing #1: **Special Use for a Roadside Stand in the Northwest Corner of the parking lot of County Market.**

Open Public Hearing: 6:34PM

Michael E Thomas was present to answer questions. He stated his objective was to put the Kiosk on the County Market property. He presented his case before the Zoning Board of Appeals to obtain a variance to meet the setback requirements of the Planning Commission.

Bill Leman, owner of County Market property stated he is in support of this project.

Close Public Hearing: 6:35PM

Temporary Chairman of Special Use, Dick Jost stated that at the last meeting on this project there were concerns with the setbacks and traffic flow.

Chairman Don Hild asked staff what prompted the Zoning Board of Appeals to approve the variance and what was the hardship for this project.

Ron Sieh responded staff had no input, as they are present for questions only at the Zoning Board of Appeals meeting. He also clarified that there was a 15’ variance for the setback requirements from the right of way that has a 25’ setback.

Michael Thomas stated the request for the variance was to meet the concerns of the setback requirements laid out in the site plan that decreases the traffic flow and is less compatible than the original site plan. Also stated it created a hardship for Mountain Mudd and Mr. Lehman.

Attorney Dancey stated the three items the Zoning Board of Appeals addressed:

1) There are rarely more than three cars waiting for service.
2) As long as the lines are well defined it would create better traffic flow.
3) The owners own assessment that if line requirements were properly met it would work better and that coffee would be served on both sides.

Jim Bradshaw asked for clarification of lines on the site plan in the form of a triangle.

Michael Thomas stated the triangle was striping.

Jim Bradshaw stated he is concerned with no physical division with the oncoming traffic lane. Besides the on coming traffic he also stated there is only three car lengths to cross traffic and straighten out and stop at the stop sign.

Doug Payne compared the traffic flow with 14^{th} and Derby. It is hard to see the directional lines when cars are on the road.

Ralph Brower reminded everyone the petition was for a Special Use. Asked why there was no Site Plan Review. Don Hild stated it was because there is no provision in the ordinance to cover site plans for a roadside stands, only special use for drive-ups.

Don Hild asked for input from Traffic and Safety Committee. Ron provided the information from Traffic and Safety for Don Hild to view and share with the rest of the commission. January ‘2005/Traffic Safety advised of potential traffic problems. Stated the planning Department had separate issues in regards to sewer hookup. Drive-up for coffee stand is on private property but the location gets into safety issues and the traffic pattern access may have right of way encroachment for traffic flow into UAW. February ‘2005/Traffic and Safety Committee stated the new diagram shows the stand is no longer on City right of way. Traffic could still have potential of backing onto Parkway. Traffic flow could be affected because of increase parking being used in the area by Godfathers. Suggestion was to place the stand in a more suitable place such as 8th street. Midwest Mudd, Inc chose the highest traffic count area for sales. Traffic and Safety Committee passed a motion to accept the layout with the restriping indicated on the site plan. They felt the striping would be suitable.

Ron Sieh stated the Traffic and Safety had three concerns:

1) Traffic Safety
2) Sewer Hook-up in regards to the City of Pekin Sewer Code
3) State requirement of facilities within 300’

Michael Thomas stated there is a facility available that is 150’ from the stand location. He also stated he received a letter from the City giving him a temporary for one year

Ralph Brower asked if it was this commissions concern of public safety on private property.

Attorney Dancey responded it is only if there is an impact on the public body.

Michael Thomas stated that historical data shows the public impact would not be a concern.

MOTION by Ralph Brower, seconded by Dick Jost to recommend approval for the Special Use of a Roadside Stand to the Pekin City Council On roll call vote, Three present voted **AYE**. Four present voted **NAYE. MOTION DENIED.**

Discussion was held and a new motion was put on the table for clarity.

MOTION by Jim Bradshaw, seconded by Doug Payne to recommend Denial for the Special Use of a Roadside Stand to the Pekin City Council On roll call vote, Four present voted **AYE**. Three present voted **NAYE. MOTION APPROVED.**

Chairman Don Hild recommended the petitioner attend the City Council meeting on June 27, 2005 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Application #2: **Gary Allen, Deerfield Estates, Owner**

Hearing #2: **Zoning Assignment pending annexation of Deerfield Estates Section 4 Subdivision with the Legal Description of all of Out lot "A" in Deerfield Estates Section 3, Being a Subdivision of Part of the Northwest Quarter of Section 11, All in Township-24-North, Range-5-West of the Third Principal Meridian, Tazewell County, Illinois.**

Open Public Hearing: 7:22PM

Gary Allen was present for questions.

Close Public Hearing: 7:22PM

Chairman, Don Hild asked what was being asked in this application.

Ron Sieh clarified the zoning classification of the lots.

MOTION by Ron Knautz, seconded by Doug Payne to recommend approval of zoning assignment of Lots 79-91 and Lot 104 RT (Two Family Residential) and Lots 92-103 R2 (One Family Residential) pending annexation of Deerfield Estates Section 4 Subdivision with the Legal Description of all of Out-lot "A" in Deerfield Estates Section 3, Being a Subdivision of Part of the Northwest Quarter of Section 11, All in Township-24-North, Range-5-West of the Third Principal Meridian, Tazewell County, Illinois for Gary Allen, Owner to the Pekin City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

General Business:

Joe Wuellner stated a Vice Chairman needed to be assigned. Joe Wuellner and Ron Sieh recommended Subcommittee’s be rejuvenated. Subcommittees cannot meet as a whole legally before the actual.

Ron Sieh apologized to Sue Ramirez, Michelle Holder and Jim Bradshaw for not receiving a letter advising them of their reappointment to the committee.

MOTION by Chairman Ralph Brower, seconded by Jim Bradshaw to appoint Dick Jost as Vice Chairman of the Planning Commission for the 2005-2006 year. On roll call vote, all present voted **AYE. MOTION APPROVED.**

Chairman Don Hild will reassign the subcommittees before the next meeting.

MOTION by Ron Knautz to adjourn the meeting.

Meeting adjourned at 7:55pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

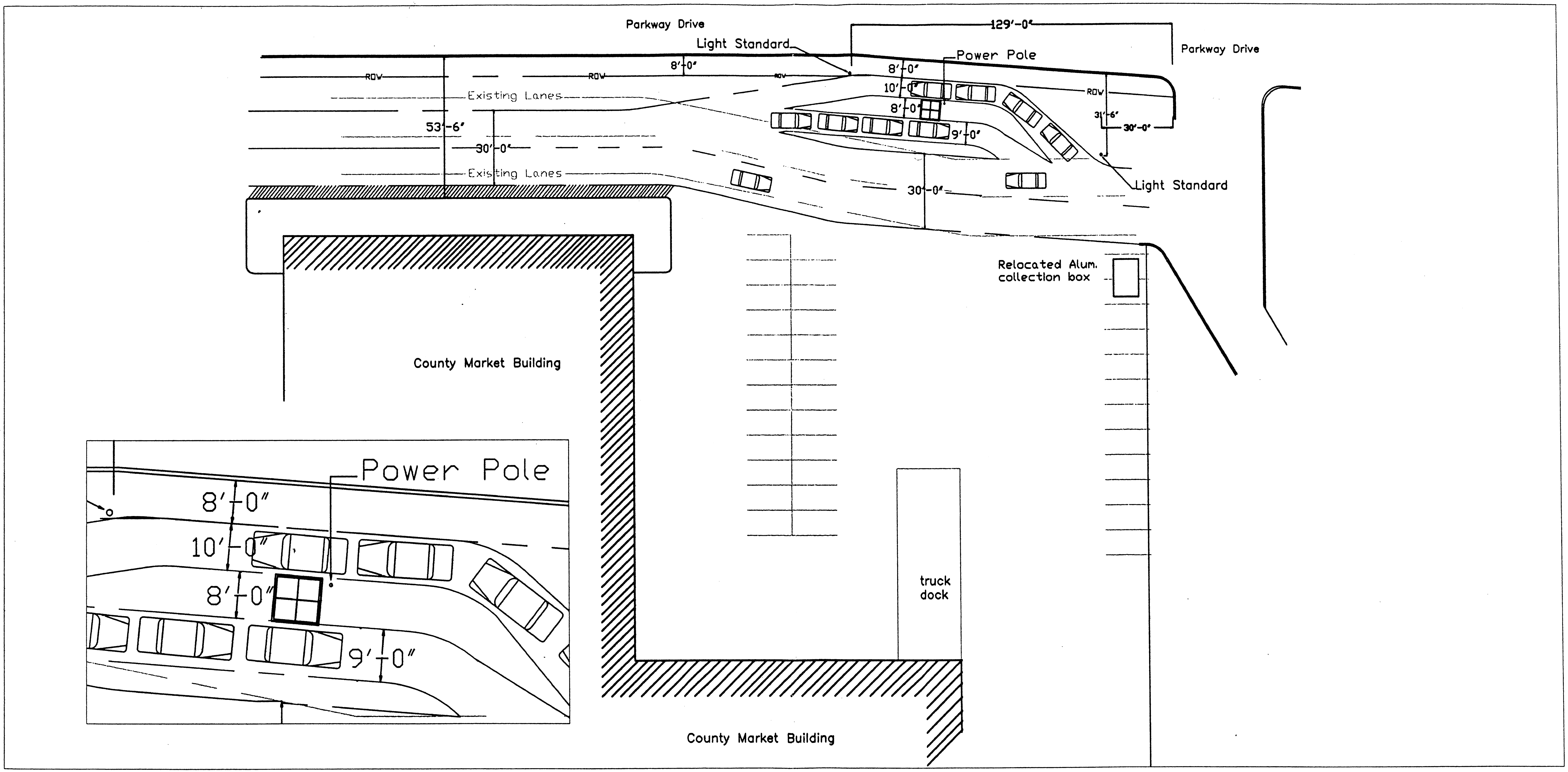
Pekin Planning Commission
June 8, 2005

HEARING #1672

The Pekin Planning Commission recommends to deny the Special Use for a Roadside Stand in the Northwest Corner of the parking lot of County Market with Property I.D. #04-10-01-400-001 located at 2111 Court Street for Michael E Thomas of Midwest-Mudd Inc to the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman



Pekin County Market Kiosk Location

SCALE: 1"= 40'-0"

N

Rev per City engineers request 1/03/05

REV.	DESCRIPTION	BY	DATE
FOR APPROVAL:	TO SHOP:	TO FIELD:	
R & R APPROVAL		AS BUILT:	

Mountain-Mudd Espresso

Midwest Mudd Inc. Galesburg IL.

Phone 309-343-9200 Fax 309-343-1467

JOB NAME: County Market	DRAWN BY: met	CHECKED BY: XXXX
	SCALE: 1"=40'-0"	
JOB LOCATION: Pekin Illinois	DATE: 9/03/04 rev 1/03/05	
DESCRIPTION: Revised Site Layout Kiosk # 3	JOB NUMBER:	SHEET XXXX

FILENAME: Pekin County Market Site.DWG

Pekin Planning Commission
June 8, 2005

HEARING #1673

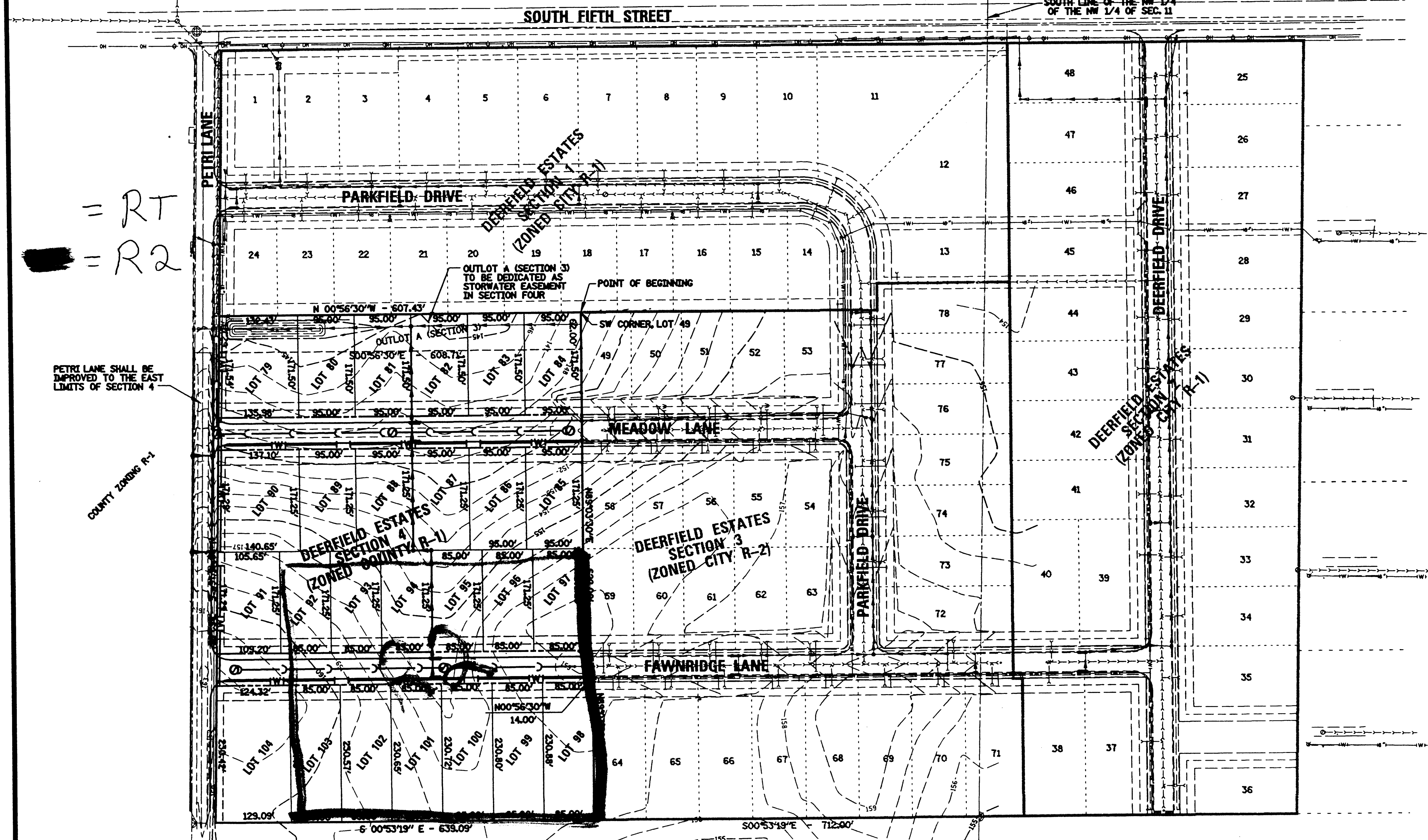
The Pekin Planning Commission recommends to approve the Zoning Assignment of Lots 79-91 and 104 RT(Two Family Residential) and Lots 92-103 R2 (One Family Residential) pending annexation of Deerfield Estates Section 4 Subdivision with the Legal Description of all of Out-lot "A" in Deerfield Estates Section 3, Being a Subdivision of Part of the Northwest Quarter of Section 11, All in Township-24-North, Range-5-West of the Third Principal Meridian, Tazewell County, Illinois for Gary Allen, Owner to the Pekin City Council.

____
Don Hild, Chairman

____
Dick Jost, Vice-Chairman

PRELIMINARY PLAT FOR DEERFIELD ESTATES SECTION 4 SUBDIVISION

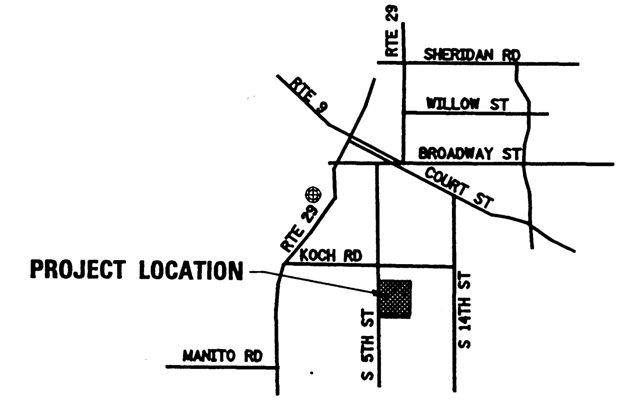
A PART OF THE NORTHWEST QUARTER OF SECTION 11 AND ALL OF OUTLOT "A" IN DEERFIELD ESTATES SECTION 3, BEING A SUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP-24-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS
TOTAL ACREAGE = 12.14 ACRES±



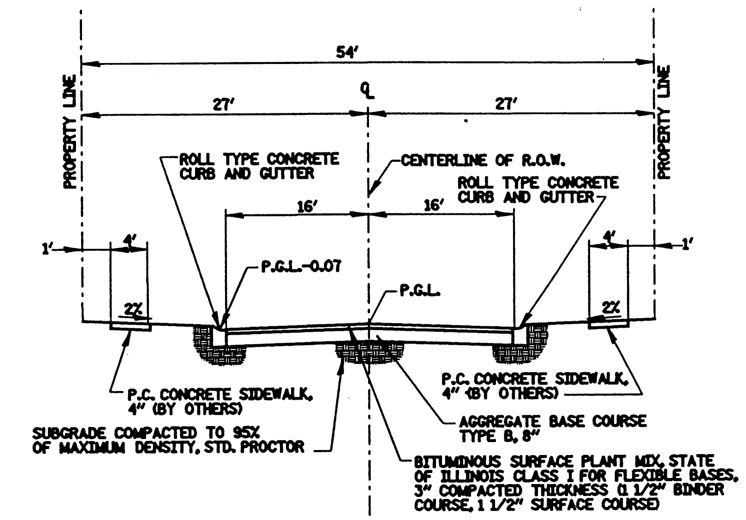
= RT

[redacted] = R2

PROJECT LOCATION



LOCATION MAP
NOT TO SCALE



TYPICAL ROADWAY SECTION
EXCLUDES PETRI LANE

LEGAL DESCRIPTION OF SECTION 4

A PART OF THE NORTHWEST QUARTER OF SECTION 11 AND ALL OF OUTLOT "A" IN DEERFIELD ESTATES SECTION 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP-24-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 49 IN DEERFIELD ESTATES SECTION 3, AS THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, (THE FOLLOWING 3 COURSES ARE ALONG THE SOUTH LINE OF SAID DEERFIELD ESTATES SECTION 3) THENCE NORTH 89°-03'-30" EAST (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY), ALONG THE SOUTH LINE OF DEERFIELD ESTATES SECTION 3, A DISTANCE OF 622.00 FEET; THENCE NORTH 00°-56'-30" WEST, A DISTANCE OF 14.00 FEET; THENCE NORTH 89°-03'-30" EAST, A DISTANCE OF 230.96 FEET TO THE SOUTHEAST CORNER OF LOT 64 IN SAID DEERFIELD ESTATES SECTION 3, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE SOUTH 00°-53'-19" EAST, A DISTANCE OF 639.09 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PETRI LANE; THENCE NORTH 89°-45'-16" WEST, A DISTANCE OF 852.55 FEET TO A POINT ON THE EAST LINE OF DEERFIELD ESTATES SECTION 1; THENCE NORTH 00°-56'-30" WEST, ALONG SAID EAST LINE OF DEERFIELD ESTATES SECTION 1, A DISTANCE607.43 FEET TO THE POINT OF BEGINNING, CONTAINING 12.14 ACRES, MORE OR LESS.

LEGEND

- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING OVERHEAD ELECTRIC
- PROPOSED R.O.W. LINE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- PROPOSED EASEMENT LINE
- SUBDIVISION SECTION BOUNDARY
- PROPOSED BUILDING SETBACK LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SANITARY MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT
- CURB INLET

GENERAL NOTES

1. OWNER & DEVELOPER
   ALLEN & ASSOCIATES
   430 STATE STREET
   PEKIN, ILLINOIS 61554
   (309) 346-5582
2. ENGINEER
   WARDNEY F. SNARR, P.E.
   CHRISTOPHER B. BURKE ENGINEERING, LTD.
   202 NE MADISON STREET, SUITE 101
   PEORIA, ILLINOIS 61602
   (309) 676-9000
3. SURVEYOR
   DANIEL J. EVANS, P.L.S.
   CHRISTOPHER B. BURKE ENGINEERING, LTD.
   202 NE MADISON STREET, SUITE 101
   PEORIA, ILLINOIS 61602
   (309) 676-9000
4. ZONED COUNTY R-1
5. CONTOURS WERE GENERATED FROM TOPOGRAPHIC SURVEY.
6. 12' UTILITY EASEMENTS SHALL BE PROVIDED ON FRONT LOT LINES, A 6' UTILITY EASEMENT SHALL BE PROVIDED ON SIDE AND REAR LOT LINES.
7. FRONT YARD BUILDING SETBACK LINE SHALL BE 25'. REAR YARD BUILDING SETBACK LINE SHALL BE 35'
8. DRAINAGE, STORM AND SAN. SEWER EASEMENTS SHALL BE PROVIDED WITH SUFFICIENT WIDTH FOR MAINTENANCE AND STORM WATER CONVEYANCE.
9. DEERFIELD ESTATES SECTION 4 ACREAGE = 12.14± ACRES

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

I hereby certify that by Resolution No.____adopted by the City Council of the City of Pekin, Tazewell County, Illinois, at a regular meeting held on the______day of__________, 2005, the above PRELIMINARY PLAT of Deerfield Estates Sec 4 was approved.

____
City Clerk

N

50 0 100 200
SCALE IN FEET

CHRISTOPHER B. BURKE ENGINEERING LTD.
202 NE Madison Street, Suite 101
Peoria, Illinois 61602
(309) 676-9000
Design Firm Registration # 184-001175

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

NO.	DATE	NATURE OF REVISION	CHKD.
FILE NAME	p:\85299\dgn\85299-81.ppl		

DSGN.	WFS
DWN.	WFS
CHKD.	
SCALE:	1" = 100'
DATE:	5-20-05

TITLE:
DEERFIELD ESTATES SECTION 4
PRELIMINARY PLAT
PEKIN, ILLINOIS

PROJECT NO. 05-299
SHEET 1 OF 1
DRAWING NO. PPL-1

City of Pekin

Police Department

City Manager/ Mayor/ Council June 23, 2005

The purpose of this correspondence is to address recent concerns brought forth at the June 6th council meeting by citizen Dennis Vaughn. At that time, Mr. Vaughn related that he had polled various members of the police department and was given the impression that the Department was facing a morale problem among its officers. He further voiced concerns over the way the Department is currently structured. Mayor Howard, in recognizing this concern, stated he has also had some of the citizenry question the staffing/ command ratio and thought it would be helpful for the police administration to share their insights into the issues that were brought forward. This correspondence, written on behalf of the entire command structure of the Department, is an attempt to provide the information requested as well as insights into the history and current status of the issues that were raised.

Concerning the morale issues of the Department, much of the suggested strife began nearly three years ago, commencing with a steep rise in health care costs. The City began experiencing abrupt increases in expenditures toward the health care of its current and former employees. At that time, the City felt it had no choice but to raise insurance premiums for retirees and current employees. In the retiree realm, premiums nearly doubled in cost, creating a tremendous burden on fixed income households. Many were forced to drop needed coverage as a result of these increases. Shortly afterward, other City labor units began bargaining their contracts and negotiated escalated insurance premiums and co-pay to help alleviate the problem, while the police department contract was not yet due. Current Police Department employees and retirees were obviously extremely upset and anxious about their future concerning current increased insurance costs and the future impact on their ability to retire.

Also of serious consequence, in the early 1980’s, Pekin Police Officers recognized the need to somehow defray future health care costs in order to make retirement a reality. They initiated a fund into which most officers paid monthly payments to hedge against these future-escalating costs. Prior to the current increased premiums, this fund paid for most of their individual insurance upon retirement. Unfortunately, once again the officers were hit with a serious blow when City insurance premiums skyrocketed and the once solvent fund now faces collapse, as it is unable to absorb these ever-increasing costs. Many officers are currently faced with the fact that they will not only lose this aide to control cost, but will also lose thousands of dollars they have already invested in the future of the fund.

The police contract came due in the Spring of 2003, bringing with it raised expectations from the bargaining unit that their concerns would be addressed through the negotiation process and with the assistance of newly elected city officials. The police administration was tasked with participating in these negotiations, which was viewed extremely unfavorably by many of the bargaining unit members. Many voiced concern that their leadership was compelled to sit across the negotiating table from them. They felt that it was a breach of trust for their leadership to “bargain directly against their interests”.

Despite the aforementioned adversity they have endured, we firmly believe that the morale of our officers has rebounded since the conclusion of interest arbitration, and most are well content with their jobs and the operating environment. We believe this to be true, while at the same time realizing that there are those minority individuals inside every organization that are critical of practices, policies, and procedures. Certainly, we can attest to the fact that the primary indicators of morale decline are not apparent at this time. While grievance issues surrounding contract issues escalated for a period, sick time use remains relatively stable on the whole, and job performance actually appears to be on the increase. The vast majority of our officers have withstood the current tribulations and are actively serving the community with great dedication.

Concerning the issue of the command to officer ratio brought up by Mr. Vaughn, it should be noted that the Department has functioned with relatively the same level of command for over thirty years. We currently have (14) command personnel: (1) Chief, (2) Deputy Chiefs, (4) Lieutenants, and (7) sergeants). A brief survey of area police departments in similarly situated circumstances would indicate that our agency is comparably staffed concerning command versus officer ratio (within several percentage points) as that of many other agencies. These agencies would include Galesburg, East Peoria, Dekalb, Kankakee, Tazewell County Sheriff's Department and others.

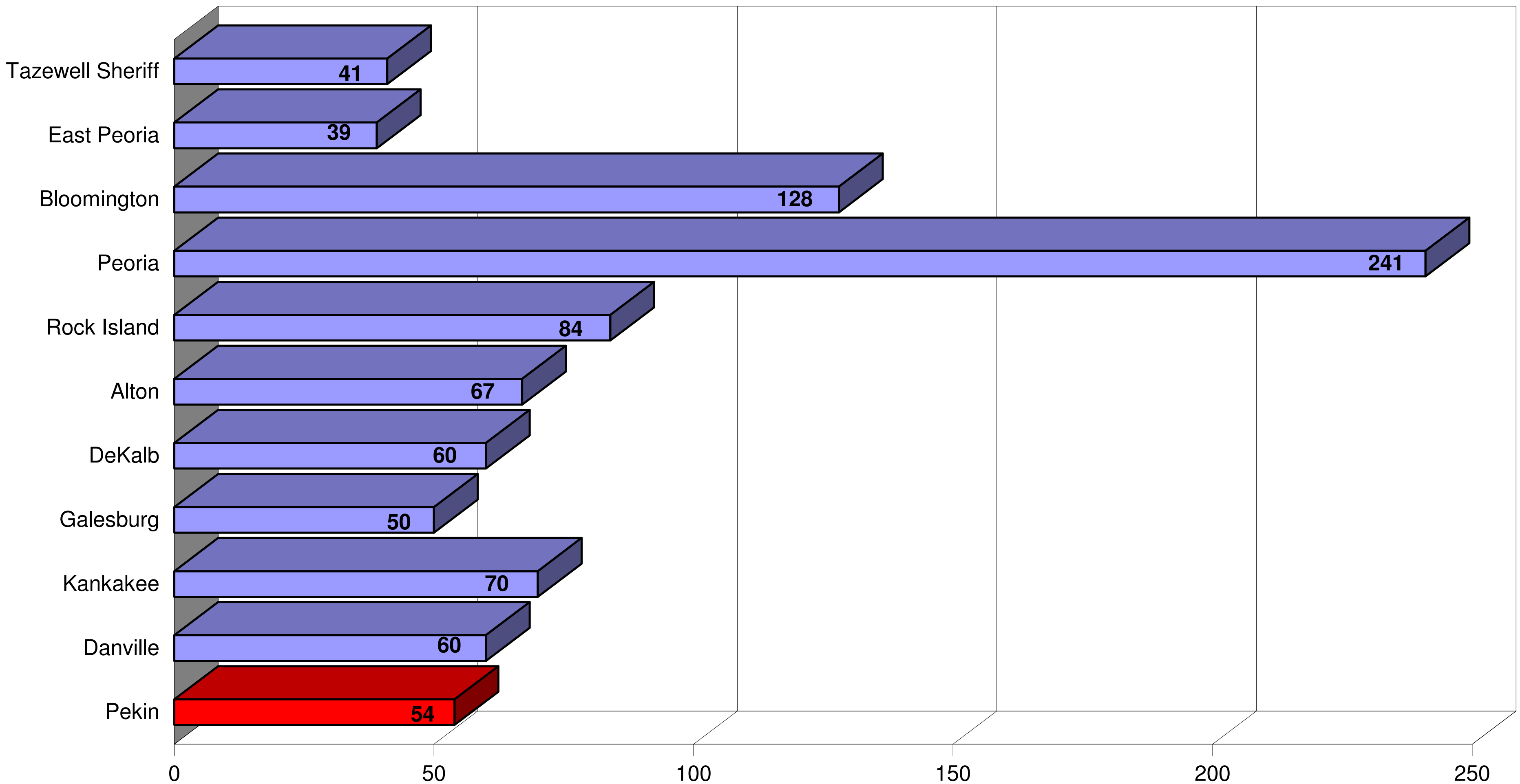
Obviously, our command officers (particularly our Sergeants) are not merely confined to administrative type duties. They spend a great deal of their time patrolling the streets with their officers and answering calls, as well as having defined supervisory roles and responsibilities. As such, they act in a dual role by reinforcing manpower in the policing districts as well as providing street level accountability. Police agencies are much more diverse than ever before in terms of responsibilities and liability issues. The command structure serves to not only provide immediate supervisory control but to head differing programs such as our CIERT Team, Auxiliary Unit, Citizens on Patrol, Firing Range, Training and Education, Records Division, Field Training Officer Program, K9 program, and a host of other responsibilities. All of which serve to either reduce the City's exposure to liability or enhance the productivity of our agency.

We believe that the current command structure not only serves to reduce liability issues through increased accountability, but also provides an adequate framework for supervision that actually serves to prosper the morale of the Department. This occurs through the immediate support that is provided in the day-to-day, difficult circumstances, which confront our officers and through the opportunities afforded for their personal advancement. It is our profound belief that a reduction in our current staffing would increase liability, hinder performance, and have a deleterious effect on morale.

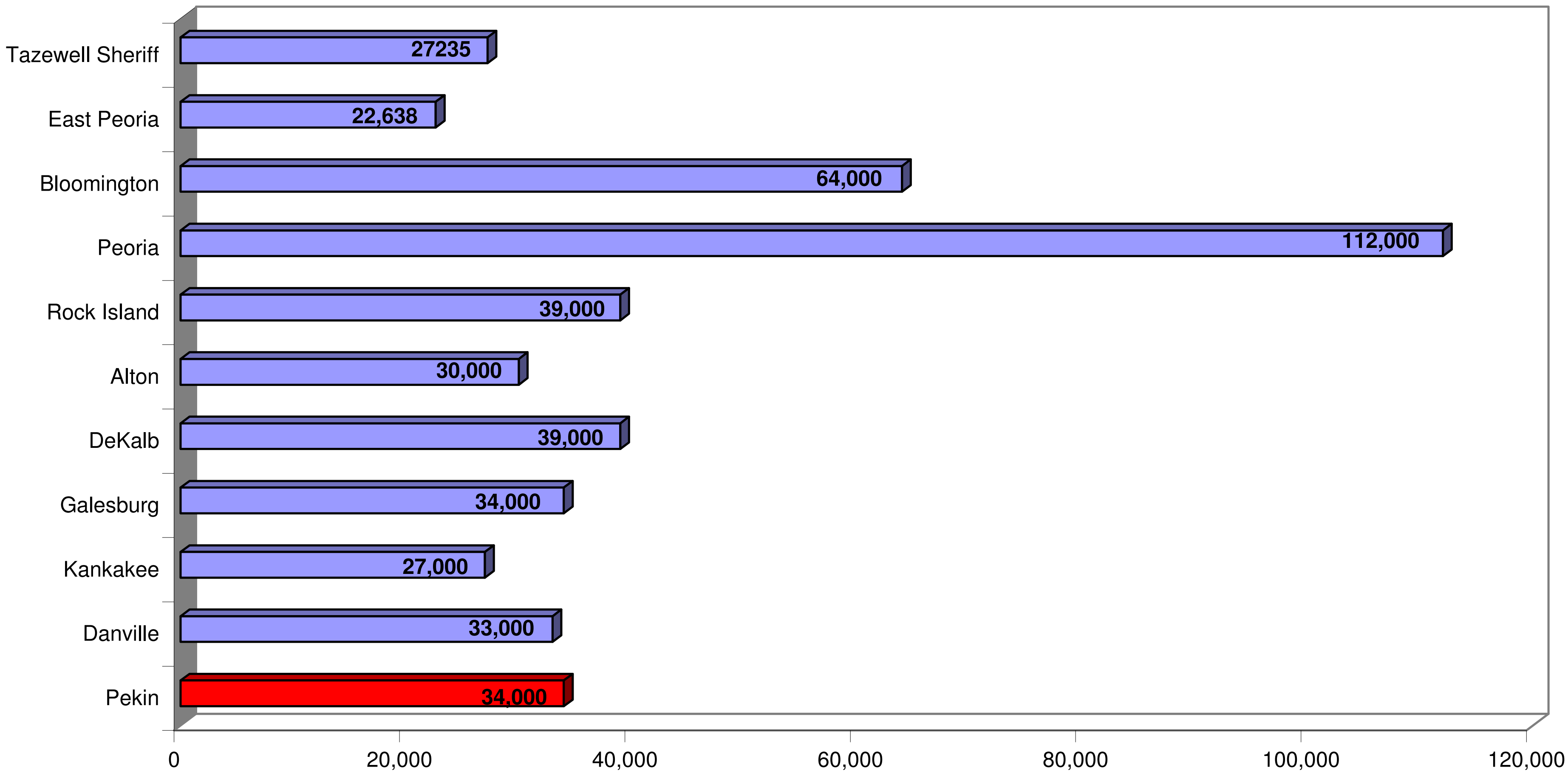
Obviously, the above listed arguments supporting our current morale status and command structure would be simply words without substance if they were not fortified with quantifiable data. Perhaps Mr. Vaughn reduced it to its simplest terms when he opined that he did not want to see our City turn into a situation similar to the South end of Peoria. We are in total agreement. And we are proud of the fact that our crime ratio is only half that of our neighbor to the North. Furthermore, a study of comparable communities with similar population in Illinois reveals that our crime ratio would fall well into the bottom 50 percent. Over the years, our officers have successfully turned back major recruiting efforts from Peoria based gangs, curbed school violence, and forcefully attacked serious drug problems in the community. (In fact we set the national model for combating the methamphetamine epidemic.) Our citizens can feel safe in their homes and on the streets of Pekin. While we realize there is always room for growth and improvement, we are extremely proud of the policing efforts of the men and women who serve as the Pekin Police Department.

Respectfully submitted,
Pekin Police Department Command Staff

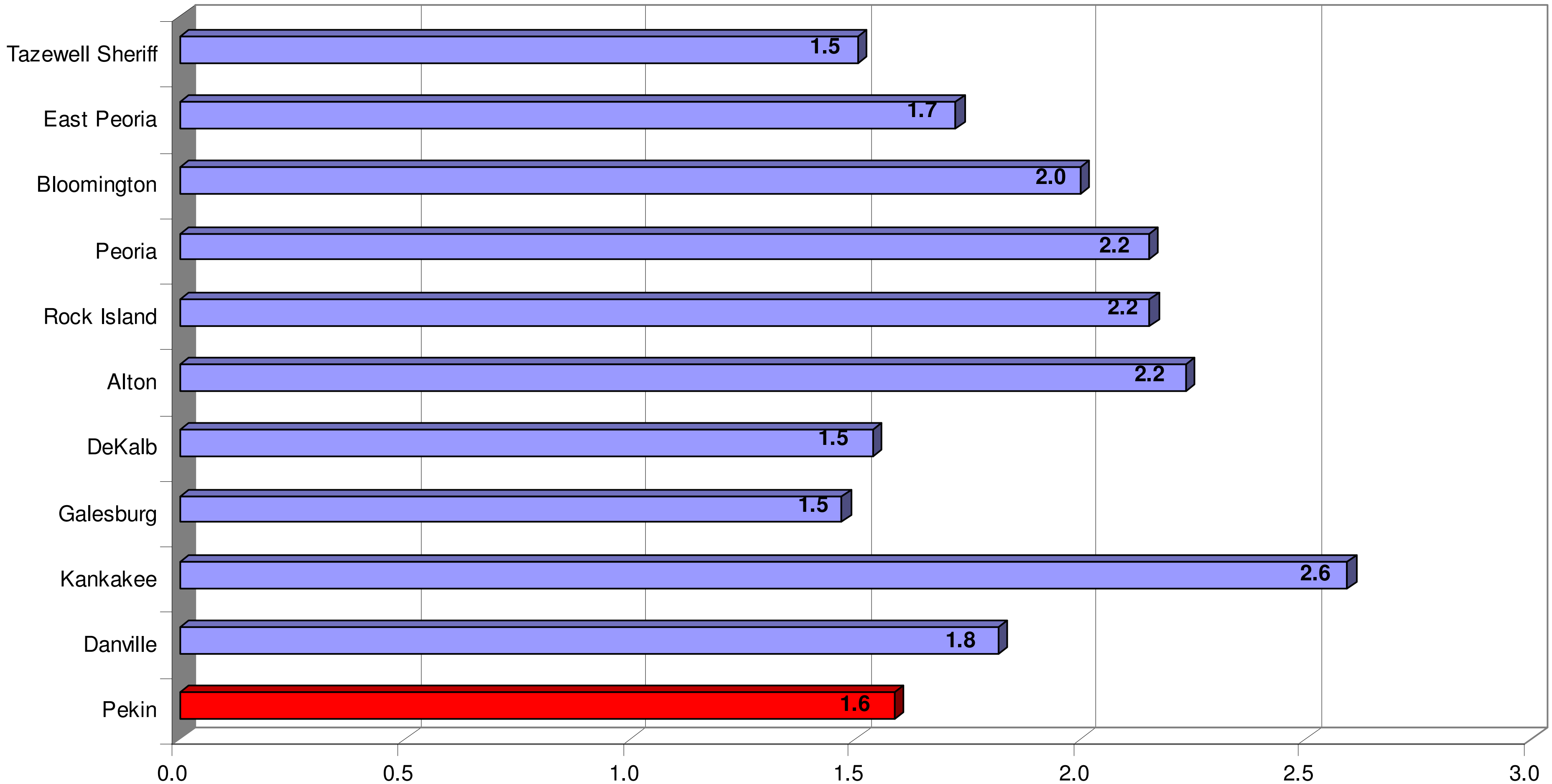
Total Number of Sworn Officers



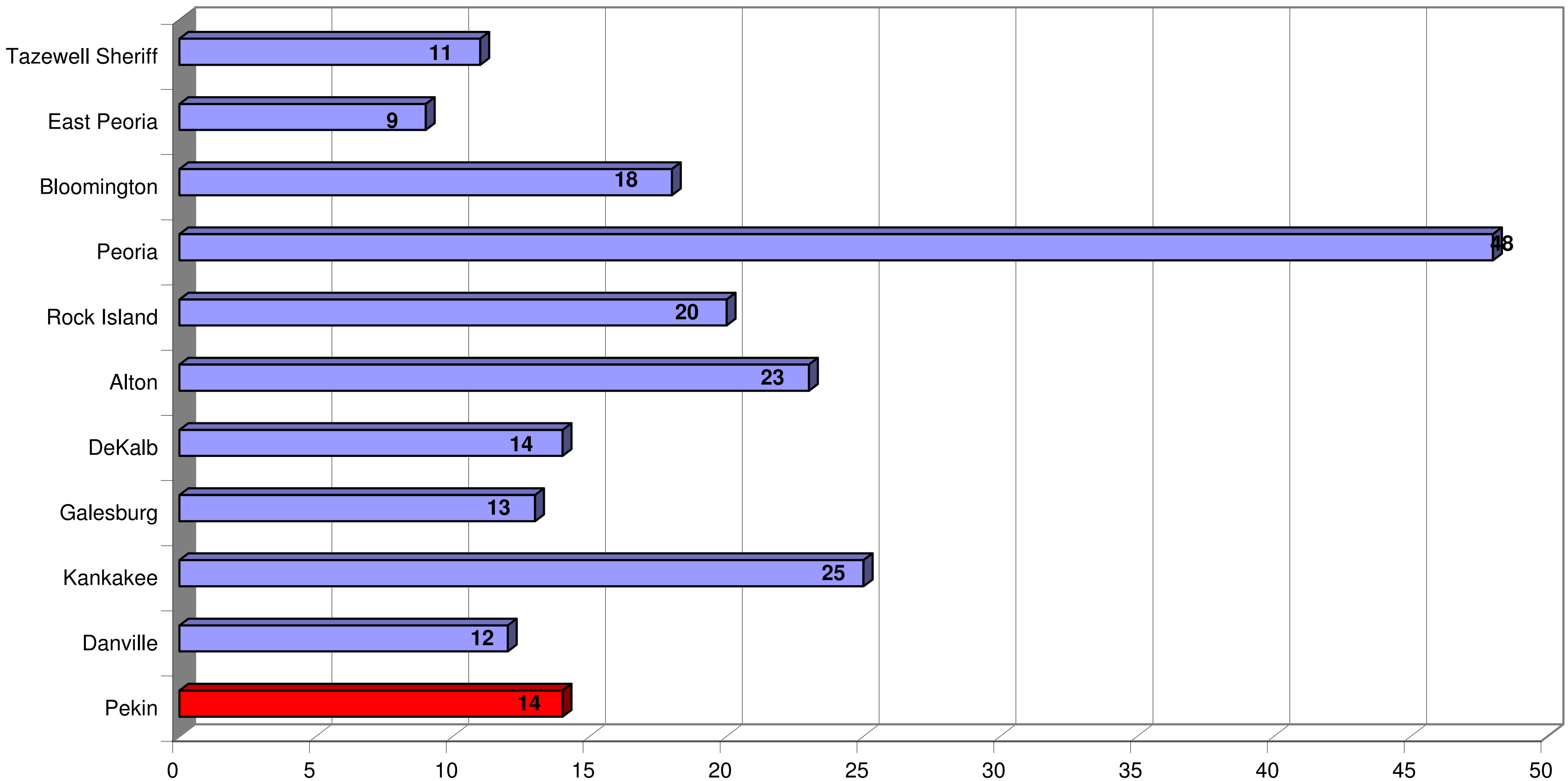
Population Served



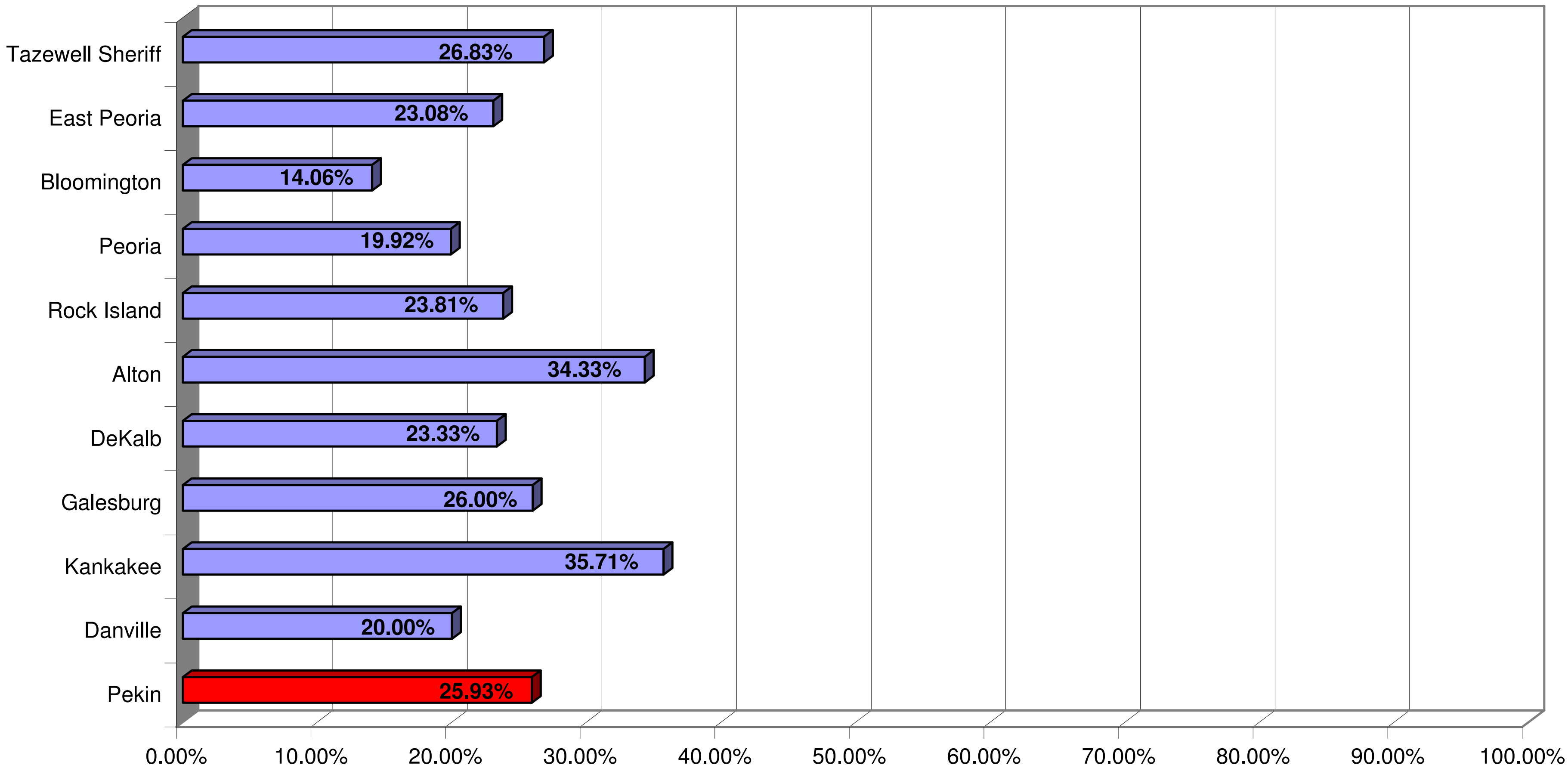
Sworn Officers Per Thousand Citizens Served

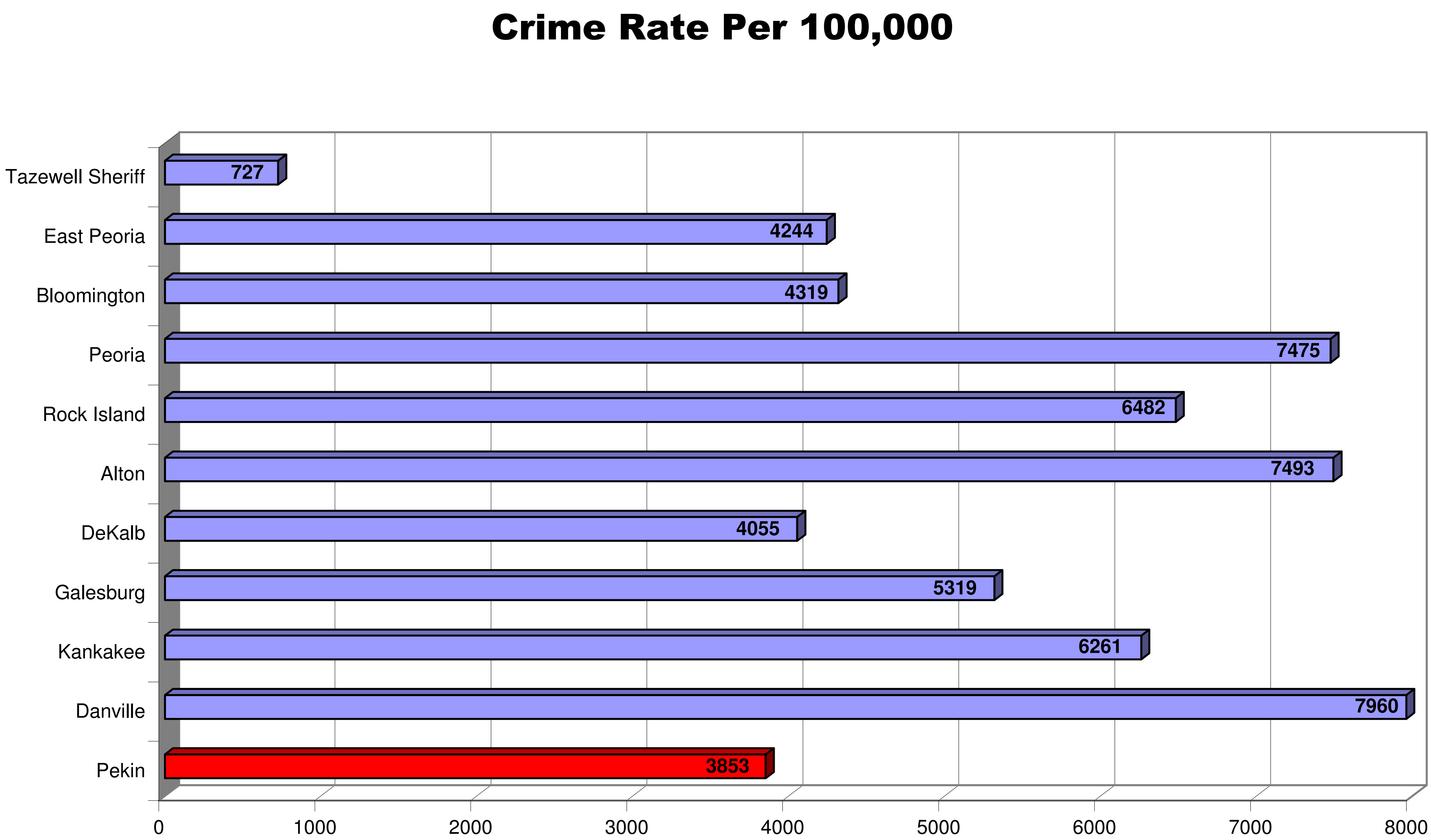


Number of Command Officers



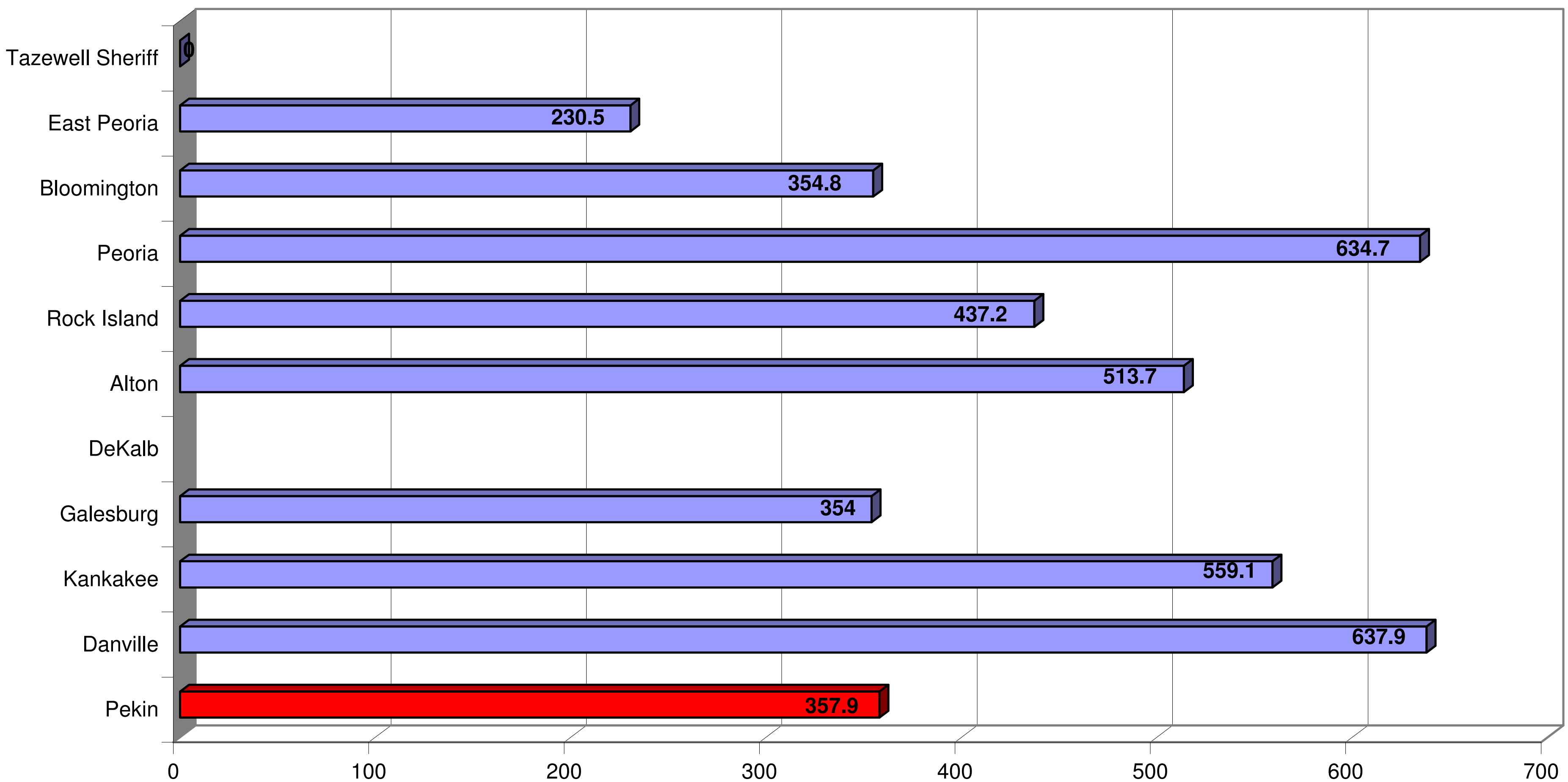
Percent of Command to Total Sworn Officers





Source: Illinois State Police, Uniform Crime Reports

Crime Rate



Source: www.city-data.com
Data for DeKalb and Tazewell County not available

City Manager's Office

June 17, 2005

To: Mayor and Commissioners
From: Dennis Kief, City Manager
Re: Proposed TIF 3 District

In January 2004, the City of Pekin entered into a contract with Peckham, Guyton, Albers and Viets, Inc. (PGAV) to prepare the "Tax Increment Financing Redevelopment Plan and Project" report. That report is necessary to document that the proposed TIF meets the objectives of the Tax Increment Allocation Redevelopment Act (the TIF Act).

PGAV is the firm that prepared the documentation for the justification for TIF 1 and TIF 2 . They have done a nice job in the preparation of the "Industrial Park Conservation Area" plan for TIF 3. The criteria for the establishment of TIF 3 is significantly different than the process we went through in establishing TIF 1 and TIF 2. A major requirement in establishing those TIF's was meeting the definition of a "Blighted Area" as defined in the TIF Act. Downtown Pekin and the area around Auto Row (abandoned gravel pit) met the blighted area definition. Despite many of the comments we have received from the public, we are not qualifying the proposed TIF 3 based on the "Blighted Area" definition. It is being proposed based on the definition of an "Industrial Park Conservation Area".

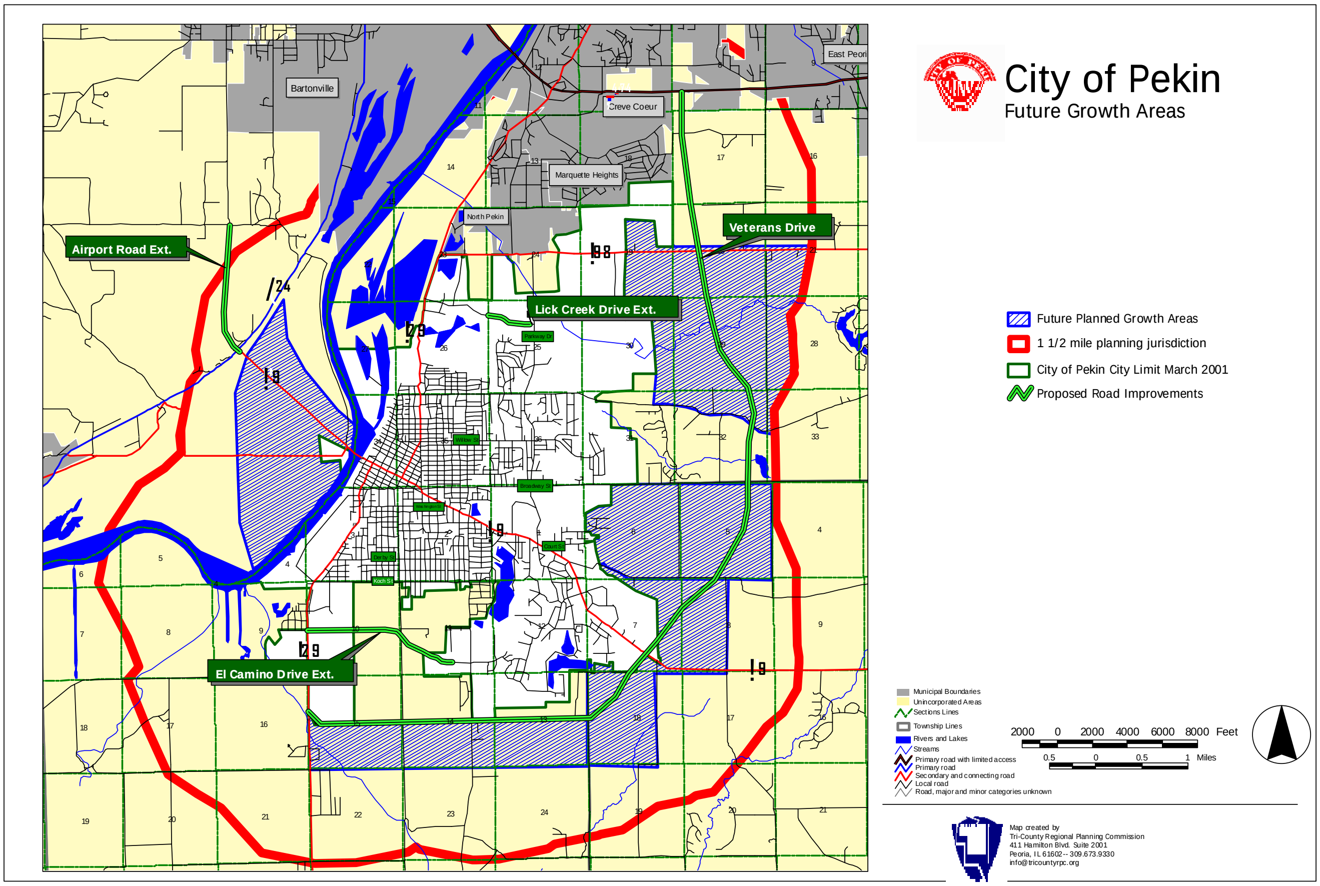
As a requirement of the TIF Act, a Joint Review Board was established consisting of nine (9) taxing bodies in the proposed area plus a public member. That Board met May 11, 16 and 23, 2005, as well as June 2, 2005. I can not say enough good about the quality of the people representing those taxing bodies. Even though we didn't agree on several topics, all discussions were cordial and handled professionally.

The role of the Joint Review Board is to recommend (to the City Council) approval or disapproval of the Redevelopment Plan and the designation of the Redevelopment Project Area. At the June 2nd meeting, the Board recommended by a 7 to 1 vote to "Disapprove" the plan and designation. The Board agreed that the Plan satisfied 2 of the 3 findings necessary in establishing the TIF. The Board agreed that the Plan and Project area satisfies (1) the Plan requirements under the Act, and (2) the eligibility criteria set forth in the Act, but did not satisfy (3) the objectives of the Act. For the specifics on those three (3) findings, I would refer to the "Recommendation and Written Report" that you were previously supplied with. As the Board recommendation is non-binding, the Council could vote in favor of establishing the TIF so long as it thinks that the Plan and Project meets the 3 findings.

As was the case in the Joint Review Board meeting, I would like to compliment the residents who commented at the June 13th Public Hearing. However, I would like to address several the comments made at the public hearing that really are not relevant to meeting the requirements of the TIF Act.

Dennis Kief, City Manager, 111 S. Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: dkief@ci.pekin.il.us

First, there were comments made about Pekin staying in Tazewell County and not expanding into Peoria County. The oil plant on the west side of the river (Peoria County) is already within our City limits. In addition, the City's 1 ½ mile contiguous area of influence outside of our existing City limits is applicable on the west side of the river. Our Comprehensive Plan (2001 Update) showed that this was an area of potential expansion of the City.



I am not aware of Mapleton having an approved Comprehensive Plan that would create a potential conflict with our 1 ½ mile area. During the preparation of the "Airport Road Extension" (to Routes 24 and 9), I did see a map showing how Pekin and Bartonville's 1 ½ mile boundaries touch each other.

There were comments at the Public Hearing about the Airport Road Extension. Peoria County has been improving Airport Road for years. I believe they have yet another widening project proposed at this time. The lead agency on the study of a southerly extension of Airport Road to the Route 24 and 9 intersection is Peoria County, not the City of Pekin.

Personally, I have been and continue to be an advocate of the creation of the TIF 3. However, I learned a lot during this process and in particular, by participating in the Joint Review Board meetings. Even though they don't agree with the creation of the TIF 3, it is comforting to know that they patronize Pekin. They consider Pekin a viable shopping alternative to Peoria.

During the final meeting of the Review Board, after the negative recommendation was made, I asked what the City could have done to convince them to support the establishment of the TIF. Although some of them just didn't want Pekin extending it's boundaries over there, others did provide constructive suggestions. Some thought that we should be more open with them, including letting them know what potential projects

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could occur over their. Others suggested that we look at compensating them for some of their future revenues that could have been lost by the creation of the TIF. Forms of compensating lost revenue due to the establishment of a TIF are utilized in other TIF's. I should point out that during the planning process, Kim Uhlig did meet with representatives of each affected taxing districts (as known at the time) to explain the City's proposal to establish a TIF.

Should the City Council agree with the Joint Review Board's negative recommendation, the efforts to establish the TIF would be over. As I said before, I believe we have met the objectives in the creation of the TIF. However, I believe we need to do a better job of selling the concept of the TIF and to be more sensitive to the concerns of the other taxing bodies.

My recommendation to the City Council is somewhat complex. I would: (1) receive and file the "Tax Increment Financing Redevelopment Plan and Project" report prepared by PGAV; (2) receive and file the "Recommendation and Written Report of the Joint Review Board Regarding the Redevelopment Plan and Project for the Proposed Industrial Park Conservation Area".

Furthermore, I am recommending that the City Council <u>not</u> enact the ordinances approving the Plan, designating the project area and adopting TIF. Even though the Plan would have to be updated, criteria re-evaluated (unemployment rate, etc.) and annexations revisited, I do not believe that now is the time to create the TIF. Let us revisit development opportunities, evaluate infrastructure and floodplain mitigation costs and do a better job of educating the other taxing bodies (including explaining TIF and looking at sharing TIF revenues). It is very possible that a recommendation to establish a TIF could be made to you at a later date, depending upon what type of development is proposed and what criteria are met.

With our 1 ½ mile contiguous area control, I am confident that we will have the ability to minimize any proposed development in this area that would adversely affect us (City of Pekin as well as Peoria County residents).

Contact me should you have any questions or comments regarding this recommendation.

Dennis Kief, City Manager, 111 S. Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: dkief@ci.pekin.il.us

ORDINANCE NO. _________

ORDINANCE ADOPTING TAX INCREMENT FINANCING WITH RESPECT TO A REDEVELOPMENT PROJECT AREA KNOWN AS THE INDUSTRIAL PARK CONSERVATION TIF DISTRICT, IN THE CITY OF PEKIN, PEORIA AND TAZEWELL COUNTIES, ILLINOIS

WHEREAS, the City of Pekin, Illinois, desires to adopt Tax Increment Financing pursuant to the Tax Increment Allocation Redevelopment Act, appearing as Article 11, Division 74.4, Section 1 <u>et. seq</u>. of the Illinois Municipal Code (hereinafter referred to as the "Act"); and

WHEREAS, the City Council has adopted and approved a Tax Increment Redevelopment Plan and Redevelopment Project and designated a Redevelopment Project Area pursuant to the provisions of the Act and has otherwise complied with all other conditions precedent required by the Act.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, that:

<u>SECTION 1</u>. Tax Increment Financing is hereby adopted with respect to the Redevelopment Plan and Project approved and adopted pursuant to Ordinance No. _____ of the City of Pekin with respect to the following described Redevelopment Project Area, to-wit:

See Legal Description attached hereto and incorporated herein by this reference;

which Redevelopment Project Area was designated pursuant to Ordinance No. ________.

<u>SECTION 2</u>. After the total equalized assessed valuation of taxable real property in the Redevelopment Project Area exceeds the total initial equalized assessed value of all taxable real property in the Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon real property in the Redevelopment Project Area by taxing districts and the rates determined in the manner provided in section 11-74.4-9(b) of the Act each year after the effective date of this Ordinance until the Redevelopment Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

A. That portion of the taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of adoption of Tax Increment Allocation Financing.

B. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area collected shall be paid to the municipal treasurer who shall deposit said funds in a special fund called the "Special Tax Allocation Fund for Tax Increment District 3" of the municipality for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof pursuant to such appropriations which may be subsequently made.

SECTION 3. This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ______ day of _________________, 2005; and upon roll call the vote as follows:

AYES: __________________

NAYS: __________________

ABSENT: __________________

ABSTAINING: __________________

APPROVED this ________ day of ____________________, 2005.

____
MAYOR

ATTEST:

____
CITY CLERK

ORDINANCE NO. _________

ORDINANCE DESIGNATING A TAX INCREMENT REDEVELOPMENT PROJECT AREA FOR AN INDUSTRIAL PARK CONSERVATION TIF DISTRICT, IN THE CITY OF PEKIN, PEORIA AND TAZEWELL COUNTIES, ILLINOIS

WHEREAS, the City Council has heretofore by virtue of Ordinance No. _____ adopted and approved a redevelopment plan and redevelopment project within the municipal boundaries of the City of Pekin and with respect to which a public hearing was held on June 13, 2005; and

WHEREAS, it is now necessary and desirable to designate the area referred to in said Plan as a Redevelopment Project Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, that:

SECTION 1. The following described area is hereby designated as a "Redevelopment Project Area" pursuant to Section 11-74.4-4 of the Illinois Municipal Code:

See Legal Description attached hereto and incorporated herein by this reference.

SECTION 2. This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _______ day of _____________, 2005; and upon roll call the vote as follows:

AYES: __________________

NAYS: __________________

ABSENT: __________________

ABSTAINING: __________________

APPROVED this ________ day of ______________________, 2005.

____
MAYOR

ATTEST:

____
CITY CLERK

ORDINANCE NO. _________

ORDINANCE APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR AN INDUSTRIAL PARK CONSERVATION TIF DISTRICT, IN THE CITY OF PEKIN, PEORIA AND TAZEWELL COUNTIES, ILLINOIS

WHEREAS, the City of Pekin desires to implement tax increment financing pursuant to the Tax Allocation Redevelopment Act, appearing as Article 11, Division 74.4, Section 1, et. seq. of the Illinois Municipal Code (hereinafter referred to as the AAct@) for a redevelopment plan and redevelopment project within the municipal boundaries of the City of Pekin and within the redevelopment project area described in Section 1.A. of this Ordinance, and constitutes in the aggregate more than one and one-half acres; and

WHEREAS, pursuant to Section 11-74.5-5 of the Act, the City Council caused a public hearing to be held relating to the proposed Redevelopment Plan, Project and Redevelopment Project Area on June 13, 2005, at the Council Chambers in City Hall, 111 S. Capitol Street, Pekin, Illinois; and

WHEREAS, due notice with respect to such hearing was given pursuant to Sections 11-74.4-5 and 11-74.4-6 of the Act; and

WHEREAS, the Redevelopment Plan and Project set forth the conditions existing within the proposed Redevelopment Project Area which could qualify it as an "industrial park conservation area" and the City Council has received testimony concerning such conditions presented at the public hearing and has reviewed other studies and is generally informed of the conditions existing within the proposed Redevelopment Project Area, which conditions could qualify the proposed Redevelopment Project Area as an "industrial park conservation area" as such term is used in the Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to the lack of private investment in the proposed Redevelopment Project Area to determine whether private development would take place in the proposed Redevelopment Project Area as a whole without the adoption of the proposed Redevelopment Plan; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the proposed Redevelopment Project Area to determine whether the parcels of real property and improvements thereon in the proposed Redevelopment Project Area would be substantially benefitted by the improvements proposed in the Redevelopment Plan and Project; and

WHEREAS, the City Council has reviewed the proposed Redevelopment Plan and Project and Comprehensive Plan for development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Project conform to the Comprehensive Plan of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, that:

SECTION 1. The City Council of the City of Pekin hereby makes the following findings:

A. The area constituting the proposed Redevelopment Project Area in the City of Pekin, Illinois, is described as follows:

See Legal Description attached hereto and incorporated herein by this reference.

B. There exist conditions which cause the area to be designated as the Redevelopment Project Area to be classified as an "industrial park conservation area" as defined in Section 11-74.4-3(b) of the Act.

C. The proposed Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.

D. The Redevelopment Plan and Redevelopment Project conform to the Comprehensive Plan for the development of the City of Pekin as a whole.

E. The parcels of real property in the proposed Redevelopment Project Area are within the City of Pekin and only those parcels of real property and improvements thereon which will be substantially benefitted by the proposed Redevelopment Project improvement are included in the proposed Redevelopment Project Area.

F. The estimated date for completion of the Redevelopment Project is no later than June 27, 2028.

G. The estimated date for retirement of obligations to finance Redevelopment Project costs is no later than June 27, 2028.

H. That incremental revenues pursuant to the Act are to be utilized and the proposed Redevelopment Project would not reasonably be developed without use of such incremental revenues.

I. That incremental revenues pursuant to the Act will be exclusively utilized for the development of the proposed Redevelopment Project Area.

SECTION 2. The Redevelopment Plan and Redevelopment Project which was the subject matter of the hearing held on June 13, 2005, are hereby adopted and approved. A copy of the Redevelopment Plan and Redevelopment Project marked Exhibit A is attached hereto and made a part of this Ordinance.

<u>SECTION 3</u>. This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ______ day of ____________, 2005; and upon roll call the vote as follows:

AYES: __________________

NAYS: __________________

ABSENT: __________________

ABSTAINING: __________________

APPROVED this _______ day of ____________________, 2005.

____
MAYOR

ATTEST:

____
CITY CLERK

TRACT 1:
The Northwest Quarter of Section 23, in Township 7 North, Range 7 East of the Fourth Principal Meridian, EXCEPTING HOWEVER, the West 200 feet of even width thereof, conveyed to St. Louis, Peoria and Northwestern Railway Company by Warranty Deed, dated August 19, 1911, and recorded in Volume 285, Page 601, situated in Peoria County, Illinois.

TRACT 2:
A part of the West Half of the Northeast quarter of Section 23, in Township 7 North, Range 7 East of the Fourth Principal Meridian, described as follows: Commencing at a point 42.6 rods North of the Southwest corner of said Northeast Quarter, on the section line; thence East at right angles from said section line 79 rods; thence North, parallel with said section line, 42 ½ rods; thence West, at right angles with said section line, 79 rods; thence South on said section line 42 ½ rods, to the place of beginning, situated in Peoria County, Illinois.

TRACT 3:
Lot 2, being part of the West Half of the Northeast Quarter of Section 23, Township 7 North, Range 7 East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at a point on the West line of said quarter section, 85.1 rods North of the Southwest corner of said quarter section; thence running North along the West line of said quarter section, 42.5 rods; thence East 79 rods; thence South 42.5 rods; thence West to the place of beginning, situated in Peoria County, Illinois.

TRACT 4:
The West 365.78 feet of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 7 North, Range 7 East of the Fourth Principal Meridian, situated, lying and being in the County of Peoria and State of Illinois.

TRACT 5:
All of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 7 North, Range 7 East of the Fourth Principal Meridian, excepting however, all that part of said premises heretofore conveyed to the St. Louis, Peoria and Northwestern (now Chicago and Northwestern) Railway Company, a corporation, by V.P. Turner and wife by warranty deed dated August 25, 1911, and recorded in book 285 of Deeds on Pg. 633; situate, lying and being in the County of Peoria and State of Illinois.

TRACT 6:
Fifteen and one-half acres off the North end of the West Half of the Northeast quarter of Section 23; one acre in the Southwest corner of the East Half of the Southeast Quarter of Section 14; and 11.75 acres in the Northwest corner of the East Half of the Northeast Quarter of Section 23, all in Township 7 North, Range 7 East of the Fourth Principal Meridian, being the same premises more particularly described in a Warranty Deed recorded in Volume “RH” of the deeds at page 15 in the Recorder’s Office of Peoria County, Illinois described as follows:

> Commencing at a point on the Southwesterly line of the Peoria and Pekin Road (SBI Route 9) 48 ½ rods Northwesterly of the intersection of the Southwesterly line of said Road and the East line of the said Quarter Section; thence

Northwesterly along the Southwesterly line of said road 55 rods to a point which is 10 rods North of the Southwest corner of the East Half of the Southeast Quarter of Section 14; thence South on the Half Section line of the Section 14 and Northeast Quarter of Section 23 a distance of 87 rods; thence Northeasterly 66 rods to the Point of Beginning; situated in the County of Peoria and State of Illinois.

TRACT 7:
All that part of the Northeast Quarter (NE1/4) of Section Twenty-three (23) in township Seven (7) North, Range Seven (7) East of the Fourth Principal Meridian lying between the former right-of-way of the Peoria Railway Terminal Company as now located and the right-of-way of the City of Pekin Wagon Road, leading from the bridge across the Illinois River at Pekin, Illinois, to Orchard Mines, now known as Illinois State Route No. 9-A, said premises containing 7.5 acres, situate, lying and being in the County of Peoria and State of Illinois. Said tract also being known as Lot No. 8 in the NE 1/4 of Section 23 on a Plat made by Kinsey Engineering Company recorded in the Office of the Recorder of Deeds of Peoria County in Plat Book N on pages 6 and 7, situated in Peoria County, Illinois.

TRACT 8:
All of the west half of Section 24, Township 7 North, Range 7 East, to the south of the southerly border of Illinois State Route 9, excepting therefrom the property lying to the southeast of the following described parcel: Beginning at the Northwest corner of the Southwest Quarter of said Section 24, thence East a distance of 1124.88 feet, thence Southwesterly a distance of 683.56 feet, thence continuing Southwesterly a distance of 515.19 feet, thence North 1548.5 feet to the Point of Beginning (said excepted parcel bearing PIN 20-24-300-002), situated in Peoria County, Illinois.

TRACT 9:
All of Illinois Route 9 extending from the Westerly boundary of Section 24, Township 7 North, Range 7 East to a point directly North of the Northerly most point of Tract 6 described above, situated in Peoria County, Illinois.

TRACT 10:
That parcel in Tazewell and Peoria Counties described as follows: Beginning at the southwesterly corner of the TIF District known as the Pekin Downtown TIF District No. 1, thence west along an extension of Broadway Road to the Pekin city limits, thence northwesterly along the Pekin city limits to a point forming a corner of the Pekin city limits, thence westerly along the Pekin city limits to the eastern line of the west half of Section 24, Township 7 North, Range 7 East, thence northerly along the eastern line of the west half of said Section 24to the Pekin city limits, thence southeasterly along the Pekin city limits and on an extension of said line to the westerly boundary of said TIF District No. 1, thence southwesterly along the westerly boundary of said TIF District No. 1 to the point of beginning.

City of Pekin
Office Of The
City Manager

Memo

To: City Council

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

309 – 477 –2300 (Phone) 309 – 346 – 2095 (Fax)

dkief@ci.pekin.il.us

CC: City Clerk

Date: June 21, 2005

Re: Wastewater Treatment Operations

At the April 25th the City Council recommended that the Wastewater Treatment Operations become a City Department. This was the case prior to the 1993 contracting out to then JMM Operational Services (now United Water). The change becomes effective August 1, 2005. The four employees that were City employees back in 1993 are still there and will be retained. The Plant Manager (Don Hughes) who has been there approximately 3 years will likely move elsewhere in the United Water operations.

It is imperative (by IEPA standards) that we have at least five people operating the facilities. Don Gasper, who was the Plant Manager (and an employee at the Wastewater Treatment facilities) for over 30 years) prior to Mr. Hughes has been a Farnsworth (engineers) employees since his retirement from United Water is available to assist us in our transition back to City operations. Mr. Gasper is very familiar with the Treatment Plant Operations and would be a great aid to the existing 4 employees. Fortunately 2 of those employees (Joe Yavorshak and Gary Haller) have recently passed the highest IEPA certification and with some training (filling our EPA forms, etc.) could be the manager(s) in the very near future.

When we took bids (4 contractors and the City), each bidder was required to budget engineering fees into their annual budgets. In the City proposal, we budgeted $36,088 for those engineering fees. Attached to this Memo is a proposed agreement from Farnsworth in the amount of $35,400 ($2,950/month). This agreement commits to having a Farnsworth person here at least 20 hours per week. This will accomplish 2 tasks, one it will allow for Don Gasper to be here to train the other four employees as to how to fill out the IEAP paperwork as well as to learn other oversight responsibilities. This will also allow us to receive some outside engineering expertise.

I anticipate that this will be a transition year for our entire Wastewater Treatment process. I hope that the existing employees gain the necessary training during the year and can assume more of the management duties. I believe that fits Don Gasper's plans well, I am sure this one year of management is about all he wants to work. As the year ends, we will evaluate the best direction for us to take with respect to the engineering oversight. In addition, the operation of the Lift Stations is going back to the Street Department, where it was prior to 1993. Lastly, this will be the transition year for Joe Wuellner and David Pagliaro to get more in involved in this department and me less.

In addition to the proposed Farnsworth agreement (on the June 27th agenda) being attached, I have included (below) the City's proposal/budget (prepared for the bidding process) for the operations of the Wastewater Treatment Facilities for the next five years. This does not include Capital Expenditures.

City of Pekin Wastewater Treatment Contract O&M

Budget for Operating STP #1, STP #2, FBOP Pre-Treatment Facility and CSO Outfalls

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries	$208,227	$214,474	$220,908	$227,535	$234,361
Pension	$15,160	$15,615	$16,083	$16,566	$17,063
Insurance	$64,540	$66,476	$68,470	$70,525	$72,640
WIC	$6,000	$6,180	$6,365	$6,556	$6,753
Social Security	$15,927	$16,405	$16,897	$17,404	$17,926
Overtime	$34,000	$35,020	$36,071	$37,153	$38,267
Overtime - Pension	$2,475	$2,550	$2,626	$2,705	$2,786
Overtime - Social Security	$2,601	$2,679	$2,759	$2,842	$2,927
Mileage	$500	$510	$520	$531	$541
Training	$500	$510	$520	$531	$541
Office Supplies	$500	$510	$520	$531	$541
Chlorine	$10,500	$10,710	$10,924	$11,143	$11,366
Polymer	$13,500	$13,770	$14,045	$14,326	$14,613
Maintenance (Note #1)	$40,000	$40,800	$41,616	$42,448	$43,297
Lab. Expenses	$1,500	$1,530	$1,561	$1,592	$1,624
Lease of Equipment	$0	$0	$0	$0	$0
Sludge Removal	$90,000	$91,800	$93,636	$95,509	$97,419
Utilities	$126,095	$128,617	$131,189	$133,813	$136,489
Telephone	$1,000	$1,020	$1,040	$1,061	$1,082
TravellMeals/Lodgiflg	$250	$255	$260	$265	$271
Water	$1,500	$1,530	$1,561	$1,592	$1,624
Fuel	$3,500	$3,570	$3,641	$3,714	$3,789
Engineering Fees	$36,088	$36,810	$37,546	$38,297	$39,063
Testing Fees	$26,000	$26,520	$27,050	$27,591	$28,143
Misc.	$1,000	$1,020	$1,040	$1,061	$1,082
Administration	$5,000	$5,100	$5,202	$5,306	$5,412
Total Operations	$706,363	$718,880	$736,851	$755,290	$774,209

AGREEMENT FOR ENGINEERING SERVICES

AGREEMENT is effective this ______day of ______in the year 2005, between Farnsworth Group, Inc., hereinafter referred to as FGI, of 7707 N. Knoxville Avenue, Suite 200, Peoria, IL 61614 and City of Pekin of 111 S. Capitol Street, Pekin, IL 61554 hereinafter referred to as the CLIENT.

Scope of Services

The Scope of Services to be provided under this AGREEMENT was outlined previously in the March 31, 2005 Proposal for Operation and Maintenance of Wastewater Facility for City of Pekin. The general scope is intended to provide operational and technical assistance to the City as they resume the operation and maintenance of the City's wastewater facilities. The Services to be provided under this AGREEMENT includes 8-hours of engineering services per week and is as follows:

1. Provide a Class 1 Operator to review and prepare the operating DMR's as required. (DMR's will be signed by a City Class 1 operator to satisfy Illinois Environmental Protection Agency's (Agency) requirement of a Class 1 operator being on site for at least 20 hours or more per week prior to signature of the DMR.) Also, the FGI Class 1 Operator will provide training for the current staff in preparing and submitting the DMR's to the Agency.
2. FGI will assist and train City staff on the preparation of Agency required sludge reports, USEPA annual sludge reports, and other process reports for tracking the operation of the plant.
3. Review operations of the treatment components and work with plant staff and the Agency to evaluate process modifications.
4. Work with plant staff to evaluate maintenance requirements and develop maintenance programs for the equipment.
5. Team with City and plant staff in responding to Agency request, comments, and correspondence.
6. Assemble simple plans and specifications to assist the City in obtaining costs for maintenance and repairs.
7. Assist the plant staff in evaluating cost control measures in the operation of the wastewater plant.
8. Assist the City in preparing the annual operation and maintenance budget for the wastewater facility.
9. Other services may be provided within the hours allowed and identified as needed for a smooth transition to the City operation and maintenance of the facility.
10. Train Street Department staff on pump station maintenance and radio telemetry systems.
11. Assist the City in development of CSO and Pre-treatment Monitoring programs.
12. Additional services will be provided under a separate contract with the City of Pekin and negotiated on an as-needed basis.

Schedule of Services

This AGREEMENT will be initiated upon notification of the CLIENT and is effective for one-year from the date of work initiation. The AGREEMENT will be automatically extended annually until CLIENT makes written notification to terminate services.

Cost of Services

Payment for the proposed services shall be according to the AGREEMENT and shall be on a retainer basis with a monthly fee of $2,950 for each month of Year One. The rates for Year One will be based on the attached fee schedule. The fee will increase by 3% annually for each additional year after Year One.

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.	City of Pekin Client
________________ Signature	________________ Signature
Gary W. Davis Typed Name	________________ Typed Name
Principal Title	________________ Title

General Conditions
Professional Services Agreement
Date:___________, 2005

Client City of Pekin, Illinois

Project City of Pekin Operational Assistance

General Conditions

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 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, 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. In the event any portion or all of an account remains unpaid 90 days after billing, 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 all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all 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.

Reuse of Documents: All documents including drawings and specifications furnished by FGI pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

Standard of Care: 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. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional 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~~.

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, its 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, he shall 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.

Indemnification: The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

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 attached price quotation sheet 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.

Without Representation or Warranty: FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

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 work 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. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

Professional Environmental Services

If Environmental Services are included in the scope of services on page 1, the following provisions shall apply:

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.

Professional Services During Construction

If construction-related services are included in the scope of services on page 1, the following provisions shall apply:

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 deal 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, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act.

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.

Farnsworth Group, Inc.
Engineers, Architects, Surveyors & Scientists

Schedule of Charges - January 1, 2005

Professional Staff – Engineering/Surveying	Per Hour
Engineering Intern I	$ 74.00
Engineering Intern II	$ 80.00
Engineer & Land Surveyor	$ 90.00
Senior Engineer & Senior Land Surveyor	$ 95.00
Planner	$ 78.00
Project Engineer & Project Land Surveyor	$100.00
Senior Project Engineer & Senior Project Land Surveyor	$110.00
Engineering Manager & Land Surveying Manager	$120.00
Principal/Sr. Professional Manager	$140.00

Technical Staff – Engineering/Surveying

Instrument Person/Field Assistant	$ 48.00
Technician	$ 65.00
Survey Technician	$ 58.00
Senior Technician	$ 70.00
Chief Technician	$ 80.00
Computer Specialist	$ 86.00
Designer and Surveyor	$ 82.00
Senior Designer and Senior Surveyor	$ 87.00
Project Designer and Project Surveyor	$ 95.00
Senior Project Designer	$109.00
Administrative Support	$ 48.00

Specialists

Systems Integration Intern I	$ 73.00
Systems Integration Intern II	$ 75.00
Systems Integration Specialist I	$ 85.00
Systems Integration Specialist II	$ 95.00
Project Integration Specialist	$100.00
Senior Project Integration Specialist	$105.00
Systems Integration Manager	$115.00

Professional Staff - Architecture

Architectural Intern I	$ 68.00
Architectural Intern II	$ 76.00
Senior Architect & Senior Landscape Architect	$ 90.00
Planner	$ 78.00
Senior Project Architect	$107.00
Architectural Manager	$116.00
Principal-Architecture	$127.00

Technical Staff - Architecture

Architectural Technician	$ 58.00
Senior Architectural Technician	$ 70.00
Computer Specialist	$ 86.00
Senior Architectural Designer	$ 88.00
Administrative Support	$ 48.00

Miscellaneous – Engineering/Architecture/Surveying

Overtime Requested by Client	Negotiated
Expert Testimony	2 x billing rate
Field Vehicle & Equipment	$ 8.00
Automobile (per mile)	$ 0.40
CADD Computer	$ 10.00
Consultants & Reimbursable Expenses Related to Project *	Cost + 10%
2 Unit GPS (Maximum $440/Day)	$44.00/hour
3 Unit GPS (Maximum $660/Day)	$66.00/hour
Robotic Total Station	$22.00/hour

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

RATES EFFECTIVE UNTIL JANUARY 1, 2006 UNLESS NOTIFIED

Pekin Liquor Commission
June 21, 2005

No. 2-2005

The Pekin Liquor Commission recommends the approval of the Special Use Permit for the sale of alcohol for Dragon's Dome Ball Fields at 3321 Griffin Avenue with conditions. Dragon's Dome, Inc. be recommended for approval by the Pekin City Council with the following conditions:

- Architectural, structural, electrical and mechanical plans to be submitted by July 16, 2005
- Construction to commence no later than August 16, 2005
- Completion of the approved permanent building by December 31, 2005.

____
Roy E. Bockler, Chairman

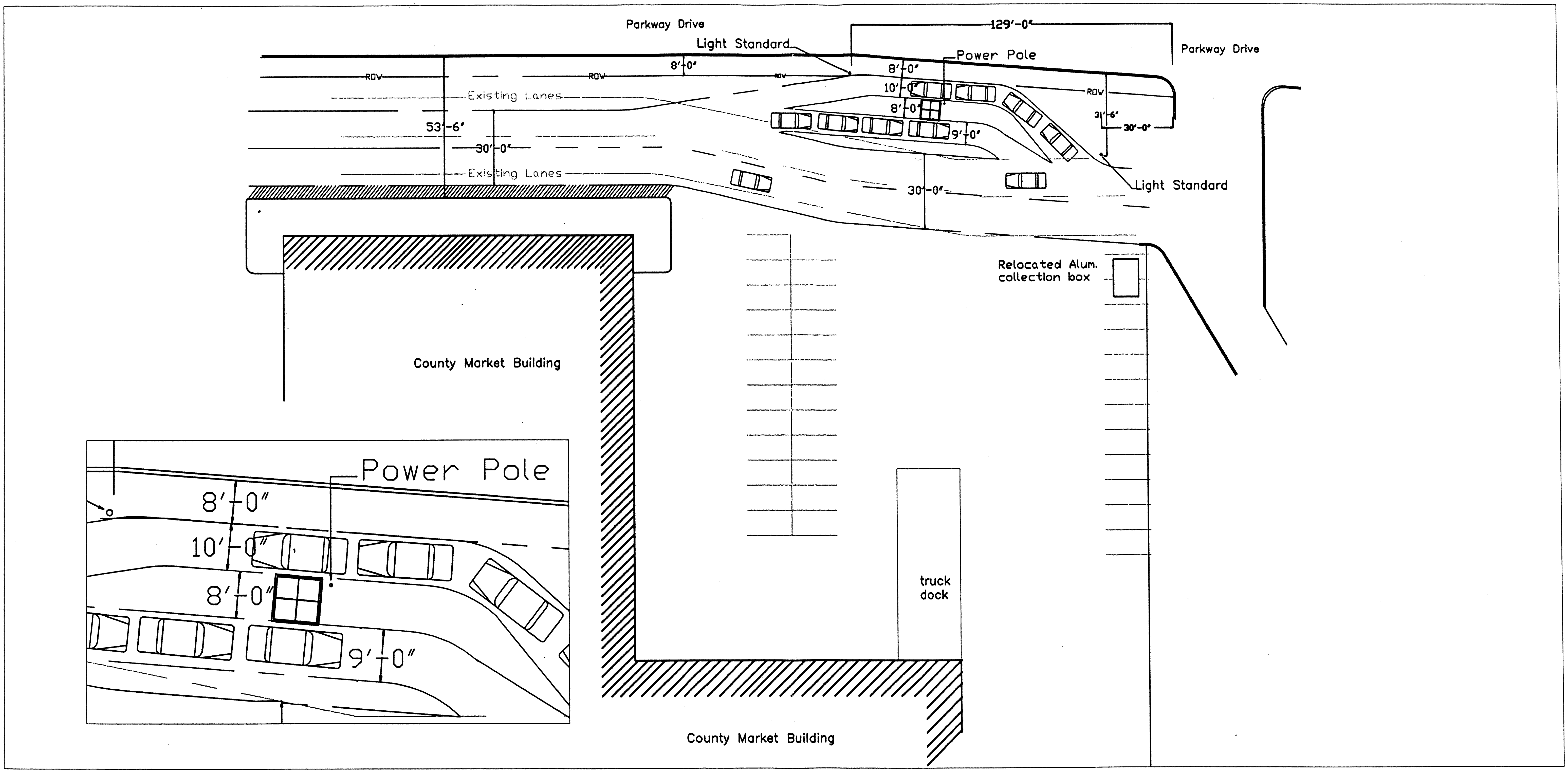
Pekin Planning Commission
June 8, 2005

HEARING #1672

The Pekin Planning Commission recommends to deny the Special Use for a Roadside Stand in the Northwest Corner of the parking lot of County Market with Property I.D. #04-10-01-400-001 located at 2111 Court Street for Michael E Thomas of Midwest-Mudd Inc to the Pekin City Council.

Don Hild, Chairman

Dick Jost, Vice-Chairman



Pekin County Market Kiosk Location

SCALE: 1"= 40'-0"

Rev per City engineers request 1/03/05

REV.	DESCRIPTION	BY	DATE
FOR APPROVAL:	TO SHOP:	TO FIELD:	
R & R APPROVAL		AS BUILT:	

Mountain-Mudd Espresso

Midwest Mudd Inc. Galesburg IL.

Phone 309-343-9200 Fax 309-343-1467

JOB NAME: County Market	DRAWN BY: met	CHECKED BY: XXXX
	SCALE: 1"=40'-0"	
JOB LOCATION: Pekin Illinois	DATE: 9/03/04 rev 1/03/05	
DESCRIPTION: Revised Site Layout Kiosk #3	JOB NUMBER:	SHEET XXXX

FILENAME: Pekin County Market Site.DWG

City of Pekin
Finance Department

TO: Mayor Howard,
Council Members: Blanchard, Dagit, Jones and Maddox

FROM: Robert A. Reis, Sr., Finance Director/Treasurer

SUBJECT: Three Year IBM Software Maintenance Agreement

DATE: June 21, 2005

On the Agenda Monday, June 27 is a three year software maintenance agreement with HTE VAR, LLC the IBM partner from whom we purchased the current AS400 three years ago.

This agreement provides us with software maintenance on the operating system of the computer that is the platform for our financial reporting system. While we have had no significant problems with the operating systems over the years, this provides us with the tools necessary to keep the system current, and provide prompt response in the event of an operating problem.

While I will not be there, Mr. Schaub, Network Administrator, will be at the Monday meeting if you have any questions.

Respectfully,

cc: Denny Kief, City Manager
Sue E. McMillan, City Clerk
Tom Schaub, Network Administrator

I:\MSW\COUNCIL\2006\05 0621 Software Maint.doc

Statement of Work for Services
Acquired from an IBM Business Partner

ServiceSuite

1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines"). We will identify the Eligible Machines, and the Services that apply to them, in a Schedule to this Statement of Work. The Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Machine maintenance and Program support Services contained in this Statement of Work apply only when you have contracted for an associated Machine maintenance Service or Program support Service as specified in the Schedule.

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

2. Contract Period

Start Date: 07-18-2005

End Date: 07-17-2008

Unless specified otherwise, IBM will automatically renew each contracted Service for the same number of years as the contract period specified above. You may notify IBM (at least one month prior to the end of the current contract period) of your desire to change the length of the renewal. Charges will be recalculated at the start of each renewal period. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other of their decision not to renew.

3. IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Statement of Work or an associated Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block above).

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM Agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below. By signing below, both of us agree to the terms of this Statement of Work without modification.

Agreed to:
City of Pekin

By ______________________________
Authorized signature

Name (type or print):

Date:

Customer Company address:

~~401 Court Street~~ 111 S Capitol St
Pekin, IL 61554

Telephone number:

Billing Address:

City of Pekin
~~401 Court Street~~ 111 S Capitol St
Pekin, IL 61554

Agreed to:
International Business Machines Corporation

By ______________________________
Authorized signature

Name (type or print):

Date:

Statement of Work number: A96FD4

Agreement number:

Customer number: TTEC6FD3

IBM Address:

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082

4. Your Responsibilities

You agree:

1. to provide your IBM Business Partner with an inventory in which you identify all Eligible Machines to be covered at each Specified Location and to notify your IBM Business Partner whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations;
2. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
3. to ensure that any access codes we provide to you are used only by those who are authorized to do so;
4. to provide your IBM Business Partner with information we request which is related to our provision of these Services to you and notify your IBM Business Partner of any changes;
5. to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote, market and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship;
6. to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of Work;
7. to pay any communications charges associated with accessing these Services unless we specify otherwise; and
8. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise.

5. Mutual Responsibilities

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

6. Automatic Inventory Increases

We will automatically increase the inventory count at a Specified Location whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period. IBM Machines specifically excluded from coverage at contract period start will remain outside the scope of this Statement of Work unless you request we add them during the contract period. However, all Eligible IBM Machines added to your inventory during the contract period will be included in the inventory count and receive maintenance Services as set out in this Section; or
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

7. Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for our provision of some additional services, e.g., Service upgrades, additional Systems Administrators, additional reports, or support for other Products. These actions or additional services are identified in this Statement of Work with an asterisk ("*"). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge. You will make payment directly to your IBM Business Partner.

8. Termination

You have committed to continue Services for the entire contract period. However, you may terminate Services for an Eligible Machine, on notice to us (copy to your IBM Business Partner), if you permanently remove it from productive use within your Enterprise. Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing us one monthly written notice (copy to your IBM Business Partner), after the Services have been covered under this Statement of Work for at least one year.*

9. Satisfaction Guarantee

If, for any reason, you are not completely satisfied with a Service we provide to you under this Statement of Work, notify us in writing within one month of the time you first become dissatisfied. We will try to resolve the problem to your satisfaction. If we are unable to do so, you will receive a credit equal to the prorated charge for the Service for the period of time you were dissatisfied.

10. Maintenance Services

Maintenance of IBM Machines

We will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

11. Support Services

iSeries Software Services

IBM Software Maintenance for OS/400, i5/OS and Selected Products

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

General:

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (IBM published prime shift hours) of your IBM support center. This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at http://techsupport.services.ibm.com/guides/handbook.html for details. A 24x7 all severity option is available at extra charge.
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

Eligible Programs: Licensed programs for which this Service is available are listed at http://www.ibm.com/services/sl/swm/ or may be obtained from your IBM marketing representative.

Software Maintenance After License Fee: The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

IBM Agreement for Service Acquired from an IBM Business Partner

Thank you for your business. We strive to provide you with high quality Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let us know. Our goal is to do our best for you.

IBM ("we") has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Services. Some IBM Business Partners also fulfill these functions through other remarketers who are not IBM Business Partners. However, for purposes of brevity in this Agreement, when we use the term IBM Business Partner we mean IBM Business Partners and their remarketers. When the Customer ("you") orders our Services under this Agreement from an IBM Business Partner, we are responsible for providing the Services to you under the warranties and other terms of this Agreement. We are not responsible for 1)the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements. IBM Business Partners establish the price and terms at which they market IBM Services. In the event that your IBM Business Partner is no longer able to offer our Services, for any reason, we will so notify you in writing. You may continue to receive our Services by instructing us to transfer administration of your Service to either (1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) who is approved to offer you our Services, or (2) us and signing a separate IBM agreement for services.

This IBM Agreement for Services Acquired from an IBM Business Partner (called the "Agreement") governs the Services you acquire from an IBM Business Partner and we perform.

Part 1 - General

1.1 - Definitions
Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. An Enterprise also includes the entities which are mutually agreed-to in writing

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" includes an IBM Machine and any non-IBM Machine (including other equipment) for which we may provide maintenance Services.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings, and similar works) that we may deliver to you as part of a Service. The term "Materials" does not include licensed program products available under their own license agreement

Service is performance of a task, provision of advice and counsel, assistance, or access to a resource (such as access to an information data base) we make available to you.

PAGES 2 THROUGH 4 ARE ALSO PART OF THIS AGREEMENT. This Agreement and its applicable Attachments and Transaction Documents are the complete agreement between us regarding these Services and replace any prior oral or written communications regarding these Services. No machines or licensed program products are acquired under this Agreement. Such items are available only under the terms of 1) the IBM Customer Agreement (or any equivalent agreement between us) or 2) the applicable third-party agreement. By signing below for our respective Enterprises, each of us agrees to the terms of this Agreement. Once signed 1) any reproduction of this Agreement, an Attachment, or Transaction Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services you order under this Agreement are subject to it.

Agreed to:
City of Pekin

By ______________________________
Authorized signature

Name (type or print):

Date:

Enterprise number:

Enterprise address:

~~401 Court Street~~ 111 S Capitol St
Pekin, IL 61554

Agreed to:
International Business Machines Corporation

By ______________________________
Authorized signature

Name (type or print):

Date:

Agreement number:

IBM Address:

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082

After signing, please return a copy of this Agreement to the "IBM address" shown above.

1.2 - Agreement Structure

Attachments
Some Services have terms in addition to those we specify in this 'Agreement. We provide the additional terms in documents called "Attachments", which are also part of this Agreement. Attachments will be signed by both of us if requested by either of us. Your IBM Business Partner makes the Attachments available to you for signature.

Transaction Documents
For each business transaction, your IBM Business Partner will provide you with the appropriate "Transaction Documents" that confirm the specific details of the transaction. Transaction Documents will be signed by both of us if requested by either of us. The following are examples of Transaction Documents, with examples of the information they may contain:

1. statements of work (scope of Services, responsibilities, deliverables, completion criteria and estimated schedule or contract period); and
2. supplements and order forms (Service type ordered, and contract period).

Conflicting Terms
If there is a conflict among the terms in the various documents, those of an Attachment prevail over those of this Agreement. The terms of a Transaction Document prevail over those of both of these documents.

Our Acceptance of Your Request for Service
A Service becomes subject to this Agreement when we accept your request for Service from your IBM Business Partner by:

1. providing you a transaction document, or
2. providing the Service.

Your Acceptance of Additional Terms
You accept the additional terms in an Attachment or Transaction Document by doing any of the following:

1. signing the Attachment or Transaction Document
2. using the Service, or allowing others to do so; or
3. making any payment to your IBM Business Partner for the Service.

1.3 - Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges. You will make payment directly to your IBM Business Partner. However, we may charge you directly for expenses incurred to perform your Service request. e.g., actual travel and living expenses, out-of-pocket expenses. We will not incur these expenses without your prior approval.

1.4 - Changes to the Agreement Terms

In order to maintain flexibility in our Services, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice, only to new requests for Service and ongoing transactions. Part 3 of this Agreement contains additional provisions for changes to the terms of individual Service transactions. Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any written communication from you are void.

1.5 - Limitations of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), we are liable for no more than

1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
2. the amount of any other actual direct damages, up to the greater of U.S. $100,000 (or equivalent in local currency), or the charges (if recurring, 12 months' charges apply) you paid to your IBM Business Partner for the Service that is the subject of this claim.

This limit also applies to any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible.

Items for Which We are Not Liable

Under no circumstances are we or our subcontractors liable for any of the following;

?
1. third-party claims against you for damages (other than those under the first item listed above);
2. loss of, or damages to, your records or data; or
3. special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

1.6 - Mutual Responsibilities

Both of us agree that under this Agreement:

1. neither of us grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent;
2. all information exchanged is non confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement;
3. each is free to enter into similar agreements with others;
4. each grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;

5. each may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;
6. each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
7. neither of us will bring a legal action more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation; and
8. neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

1.7 - Your Other Responsibilities

You agree:

1. not to assign, or otherwise transfer, this Agreement or your rights under this Agreement, delegate your obligations, or resell any Service, without our prior written consent. Any attempt to do so is void;
2. that you are responsible for the results obtained from use of the Services; and
3. to provide us with sufficient, free, and safe access to your facilities for us to fulfill our obligations.

1.8 - Agreement Termination

You may terminate this Agreement on written notice to your IBM Business Partner and to us following the expiration of termination of your obligations.

Either of us may terminate this Agreement on written notice to the other and to your IBM Business Partner, if the other does not comply with any of its terms.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

1.9 - Geographic Scope

All your rights and all our obligations are valid only in the United Stated and Puerto Rico, except that all licenses to Materials are valid as specifically granted.

1.10 - Governing Law

The laws of the State of New York govern this Agreement. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Part 2 - Warranty Terms

2.1 - Warranty for IBM Services

For each IBM Service, we warrant that we perform it:

1. using reasonable care and skill; and
2. according to its current description (including any completion criteria) contained in this Agreement, an Attachment, or a Transaction Document.

2.2 - Extent of Warranty

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3 - Items Not Covered by Warranty

We do not warrant uninterrupted or error-free operation of any deliverable or Service.

Unless we specify otherwise, we provide Materials and non-IBM Services **WITHOUT WARRANTIES OF ANY KIND.**

Part 3 - Services

3.1 - IBM Services

Services may be either standard offerings or customized to your specific requirements. Each Service transaction may include one or more Services that:

1. expire at task completion or an agreed upon date;
2. automatically renew as another transaction with a specified contract period. Renewals will continue until either of us terminates the Service; or
3. do not expire and are available for your use until either of us Terminate the Service.

3.2 - Personnel

Each of us will be responsible for the supervision, direction, and control of our respective personnel.

We reserve the right to determine the assignment of our personnel.

We may subcontract a Service, or any part of it, to subcontractors selected by us.

3.3 - Materials Ownership and License We will specify Materials to be delivered to you. We or third parties have all right, title, and interest (including ownership of copyright) in Materials created during the Service performance period or otherwise (such as those that preexist the Service). We will deliver one copy of the specified Materials to you. We grant you an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within your Enterprise only, copies of these Materials.

You agree to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted in this Section.

Any idea, concept, know-how, or technique which relates to the subject matter of a Service and is developed or provided by either of us, or jointly by both of us, in the performance or a Service may (subject to applicable patents and copyrights) be freely used by either of us.

3.4 - Changes to Service Terms

We may change the terms of Services that are renewable or non-expiring by giving you three months' written notice. However, these changes are not retroactive. They apply immediately to renewal transactions and as of the effective date we specify in the notice to all existing transactions. If we make a change to the terms of a renewable Service that 1) affects your current contract period and 2) you consider unfavorable, at the request of your IBM Business Partner, we will defer it until the end of that contract period.

When both of us agree to change any Services statement of work other than as described above, *we will prepare a written description of the agreed change * (called a "Change Authorization"), which both of us must sign. The terms of a Change Authorization prevail over those of the statement of work and any of its previous Change Authorizations.

3.5 - Renewal

Renewable Services renew automatically for a same length contract period unless either of us provides written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their intent not to renew.

3.6 - Termination and Withdrawal

Either of us may terminate a Service if the other does not meet its obligations concerning the Service.

You may terminate a Service transaction on one month's written notice to us and to your IBM Business Partner.*

We may withdraw a renewable or non-expiring Service or support for an eligible product on three months' written notice to you. If we withdraw a Service for which you have prepaid and we have not yet fully provided it to you, your IBM Business Partner will give you a prorated refund.

Any terms which by their nature extend beyond termination or withdrawal remain in effect until fulfilled and apply to respective successors and assignees.

3.7 - Service for Machines

We provide certain types of repair and exchange Service either at your location or at a service center to keep Machines in, or restore them to, conformance with their official published specifications. We may repair the failing Machine or exchange it at our discretion.

When the type of Service requires that you deliver the failing Machine to us, you agree to ship it suitably packaged (prepaid unless we specify otherwise) to a location we designate. After we have repaired or exchanged the Machine, we will return it to you at our expense unless we specify otherwise. We are responsible for loss of, or damage to, your Machine while it is 1) in our possession or 2) in transit in those cases where we are responsible for the transportation charges.

You agree to:

1. obtain authorization from the owner to have us service a machine that you do not own; and
2. where applicable, before we provide service --
   (a) follow the problem determination, problem analysis, and service request procedures that we provide,
   (b) secure all programs, data, and funds contained in a machine, and
   (c) inform your IBM Business Partner of changes in a Machine's location.

When Service involves the exchange of a Machine or part, the item we replace becomes our property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty of Service status of the replaced item. Before we exchange a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under our service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its exchange.

Any feature, conversion, or upgrade we service must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade.

* Check with your IBM Business Partner to determine if you will incur an additional charge for this.

Repair and exchange Services do not cover:

1. accessories, supply items, and certain parts, such as batteries, frames, and covers;
2. Machines damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
3. Machines with removed or altered Machine or parts identification labels;
4. failures caused by a product for which we are not responsible; or
5. service of Machine alterations.

We manage and install engineering changes that apply to IBM Machines and may also perform preventive maintenance.

We provide maintenance Services for selected non-IBM Machines.

When you request maintenance Services under this Agreement, your IBM Business Partner will inform you of the date on which maintenance Services will begin. We may inspect the Machine within one month following that date. If the Machine is not in an acceptable condition for service, you may have us restore it, *Alternatively, you may withdraw your request for maintenance Services. *

* Check with your IBM Business Partner to determine if you will incur an additional charge for this.

City of Pekin
Public Works

Memo

To: Commissioners

From: Andrew J. Whitaker, City Engineer

111 South Capitol Street

Pekin, Illinois 61554

(309) 478-5373 (Phone) (309) 346-2095 (Fax)

ajwhitaker@ci.pekin.il.us

CC: Pamela Anderson, Sue McMillan, & Joseph Wuellner

Date: May 17, 2005

Re: CDBG Sidewalks and Handicap Ramps Project II - Between Broadway and Sheridan, East of 16th and West of Maywood.

A Bid Opening was held for the CDBG Sidewalks and Handicap Ramps Project II on May 12, 2005. Three bids were received and they are as follows:

R.A. Cullinan and Son Inc.	**$133,910.20**
Wm. Aupperle & Sons Inc.	**$136,584.06**
P.J. Hoerr Inc.	**$111,257.80**
Estimate	**$98,229.00**

The unit prices for this project came in significantly higher than the previous sidewalk project unit prices. However, after reviewing the bids it appears that there were no problems with the package and all seemed complete. In certain areas we will be able to reduce the overall cost by using the Alternate Item 'curb cutting' in place of curb removal, curb replacement, and pavement patching. This will produce a savings of close to $28/LF of curb, as P.J. Hoerr's price for curb cutting was reasonable, while their price for curb replacement was high. Therefore, I would recommend that this project be awarded to P.J. Hoerr Inc. for the price of $111,257.80.

				ESTIMATE		R.A. Cullinan and Son		Wm. Aupperle & Sons		P.J. Hoerr	
Item No.	Items	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	DEMOLITION										
1	Sidewalk Removal	SF	8872	$1.00	$8,872.00	$1.90	$16,856.80	$2.39	$21,204.08	$1.25	$11,090.00
2	Curb Removal	LF	728	$8.00	$5,824.00	$16.50	$12,012.00	$13.30	$9,682.40	$6.50	$4,732.00
	CONSTRUCTION										
1	PCC Sidewalk/Ramp	SF	8902	$4.50	$40,059.00	$6.50	$57,863.00	$5.27	$46,913.54	$4.90	$43,619.80
2	PCC Curb Replacement	LF	728	$18.00	$13,104.00	$37.10	$27,008.80	$44.71	$32,548.88	$33.00	$24,024.00
3	Aggregate Base Course	TONS	77	$20.00	$1,540.00	$60.00	$4,620.00	$35.00	$2,695.00	$30.00	$2,310.00
4	Pavement Patching	SY	93	$30.00	$2,790.00	$36.00	$3,348.00	$36.72	$3,414.96	$34.00	$3,162.00
5	Detectable Warning Surface	SF	744	$35.00	$26,040.00	$16.40	$12,201.60	$27.05	$20,125.20	$30.00	$22,320.00
	ALTERNATE ITEM										
1	Saw Cutting Curb to Shape	LF	As Needed	$20.00		$16.00		$25.00		$16.00	
				Total	**$98,229.00**	**Total Base Bid**	**$133,910.20**	**Total Base Bid**	**$136,584.06**	**Total Base Bid**	**$111,257.80**

DRAGON'S DOME II, LLC
3401 GRIFFIN AVENUE
PEKIN, ILLINOIS 61554

received
6/17/05 DK

DATE: June 16, 2005

TO: Commissioner Bill Maddox

FROM: Dragon's Dome II< LLC Partners and Shareholders

SUBJECT: Dragon's Dome Fire Suppression System

A meeting was held on June 16, 2005, whereby both sides explained the issues involved in the fire suppression system at the Pekin Dragon's Dome. Mr. Bill Maddox was facilitating the meeting and we ask the City Council to make a decision on what course of action will be taken for the Dome. The Partner and Shareholders of Dragon's Dome II, LLC asked Mr. Maddox to take to City Council the following two (2) options:

1. The City of Pekin participates in the amount of 50% of the cost to install the pump necessary to produce 90 PSI. The cost to make and install said pump is estimated at $25,081.00.

   Rationale:

   a. City has asked for the Dome to be used as a Civic Center.
   b. Saves the City of Pekin millions of dollars to build their own Civic Center.
   c. The City of Pekin has seen the rewards of a Civic Center such as the Velde Car Sale in which the City of Pekin is estimated to have made over $25,000.00 in sales tax on one event. Deadline time for option #1 shall be the same as option #2.

2. Have the Dragon's Dome II, LLC put in the pump, at their expense and give the Dragon's Dome II, LLC until September 30, 2005 to complete the job. The reason for this date is the pump has to be made, which will take 4 to 10 weeks, and one (1) week to install. If the City Council votes to take this course of action, the contract will be signed by Dragon's Dome II, LLC to start the construction and installation of said pump.

The deadlines for completion of the developers agreement dated July 1, 2004 shall be extended to September 30, 2005.

William T. Griffin
General Partner

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN AMENDMENT TO DEVELOPMENT AGREEMENT WITH DRAGON'S DOME II, LLC

WHEREAS, DRAGON'S DOME II, LLC (the "Developer") owns a parcel of real property northeast of the intersection of Barney Avenue and Griffin Avenue, (the "Project Site"); and

WHEREAS, the Developer is developing the Project Site with a recreational facility (the "Project"), which Project consists of softball diamonds, an inflatable dome and other improvements; and

WHEREAS, because the Project and will create economic benefit to the City (in the form of, among other items, increased employment, taxes, tourism, investment and commerce), the City desires to assist the Developer to attract this economic development to the City; and

WHEREAS, the City and the Developer previously entered into that certain Development Agreement dated July 1, 2004 (the "Agreement"), which Agreement was approved by the City Council on June 28, 2004, in Ordinance 2379; and

WHEREAS, the City has negotiated an Amendment to Development Agreement (the "Amendment") with the Developer regarding the Project (a copy of the Amendment is attached hereto as Exhibit "A" and incorporated herein by this reference); and

WHEREAS, the Amendment contains terms under which a water pump for the fire suppression system for the Project will be constructed and certain deadlines for completion of the Project will be extended; and

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

WHEREAS, pursuant to its home rule power, the City proposes to promote the development of the Project and therefore the City by entering into the Amendment; and

WHEREAS, the City believes that the continued development of the Project and the performance of the Agreement and the Amendment are in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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

1. That the Amendment to Development Agreement by and between the City of Pekin and Dragon's Dome II, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted by the City of Pekin.

2. The Mayor of the City of Pekin and other city officials and employees are hereby authorized and directed to execute, deliver and perform the Amendment to Development Agreement attached hereto as Exhibit "A".

3. The Mayor of the City of Pekin and the City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents and perform such other acts as may be necessary to carry out the terms of the Amendment to Development Agreement.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 27th day of June, 2005; and upon roll call the vote was as follows:

AYES:______________

NAYS:______________

ABSENT:______________

ABSTAINING:______________

APPROVED this 27th day of June, 2005.

____

MAYOR

ATTEST:

____

CITY CLERK

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement is made this ______ day of June, 2005, by and between the CITY OF PEKIN, an Illinois municipal corporation (the “City”) and DRAGON’S DOME II, LLC, an Illinois limited liability company (“Developer”).

WHEREAS, Developer is constructing and operating a recreational facility (the “Project”), located at the corner of Griffin and Barney Avenues in the City of Pekin (the “Property”); and

WHEREAS, the City and the Developer previously entered into that certain Development Agreement dated July 1, 2004 (the “Agreement”), which Agreement was approved by the City Council on June 28, 2004, in Ordinance 2379; and

WHEREAS, the City and the Developer desire to amend the Agreement regarding terms under which a water pump for the fire suppression system for the Project will be installed and the extension of certain deadlines for completion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Developer shall cause to be installed a water pump (the “Pump”) sufficient to produce 130 pounds per square inch of water pressure and to operate the fire suppression system at the Project.

2. The Pump shall be installed and operating sufficient to operate the fire suppression system at the Project according to the City Code on or before September 30, 2005.

3. Section 4.B.1 of the Agreement shall be amended by adding the following to the end thereof:

Provided, however, the fire suppression system shall be installed and operational according to City Codes on or before September 30, 2005.

4. The cost to purchase and install the Pump shall be borne entirely by the Developer.

5. Except as amended herein, the Agreement shall remain in full force and effect.

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

CITY

CITY OF PEKIN, an Illinois municipal corporation

By:
Its Mayor

ATTEST:

By:
Its City Clerk

DEVELOPER

DRAGON'S DOME II, LLC,
an Illinois limited liability company

By: DRAGON'S DOME, INC., an Illinois corporation
Its: Manager

By: ______________________________
Its: _________________________

ATTEST:

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN AMENDMENT TO DEVELOPMENT AGREEMENT WITH DRAGON'S DOME II, LLC

WHEREAS, DRAGON'S DOME II, LLC (the "Developer") owns a parcel of real property northeast of the intersection of Barney Avenue and Griffin Avenue, (the "Project Site"); and

WHEREAS, the Developer is developing the Project Site with a recreational facility (the "Project"), which Project consists of softball diamonds, an inflatable dome and other improvements; and

WHEREAS, because the Project and will create economic benefit to the City (in the form of, among other items, increased employment, taxes, tourism, investment and commerce), the City desires to assist the Developer to attract this economic development to the City; and

WHEREAS, the City and the Developer previously entered into that certain Development Agreement dated July 1, 2004 (the "Agreement"), which Agreement was approved by the City Council on June 28, 2004, in Ordinance 2379; and

WHEREAS, the City has negotiated an Amendment to Development Agreement (the "Amendment") with the Developer regarding the Project (a copy of the Amendment is attached hereto as Exhibit "A" and incorporated herein by this reference); and

WHEREAS, the Amendment contains terms under which a water pump for the fire suppression system for the Project will be constructed and certain deadlines for completion of the Project will be extended; and

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

WHEREAS, pursuant to its home rule power, the City proposes to promote the development of the Project and therefore the City by entering into the Amendment; and

WHEREAS, the City believes that the continued development of the Project and the performance of the Agreement and the Amendment are in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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

1. That the Amendment to Development Agreement by and between the City of Pekin and Dragon's Dome II, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted by the City of Pekin.

2. The Mayor of the City of Pekin and other city officials and employees are hereby authorized and directed to execute, deliver and perform the Amendment to Development Agreement attached hereto as Exhibit "A".

3. The Mayor of the City of Pekin and the City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents and perform such other acts as may be necessary to carry out the terms of the Amendment to Development Agreement.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 27th day of June, 2005; and upon roll call the vote was as follows:

AYES:______________

NAYS:______________

ABSENT:______________

ABSTAINING:______________

APPROVED this 27th day of June, 2005.

______

MAYOR

ATTEST:

____

CITY CLERK

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement is made this ______ day of June, 2005, by and between the CITY OF PEKIN, an Illinois municipal corporation (the "City") and DRAGON'S DOME II, LLC, an Illinois limited liability company ("Developer").

WHEREAS, Developer is constructing and operating a recreational facility (the "Project"), located at the corner of Griffin and Barney Avenues in the City of Pekin (the "Property"); and

WHEREAS, the City and the Developer previously entered into that certain Development Agreement dated July 1, 2004 (the "Agreement"), which Agreement was approved by the City Council on June 28, 2004, in Ordinance 2379; and

WHEREAS, the City and the Developer desire to amend the Agreement regarding terms under which a water pump for the fire suppression system for the Project will be installed and the extension of certain deadlines for completion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Developer shall cause to be installed a water pump (the "Pump") sufficient to produce 130 pounds per square inch of water pressure and to operate the fire suppression system at the Project.

2. The Pump shall be installed and operating sufficient to operate the fire suppression system at the Project according to the City Code on or before September 30, 2005.

3. Section 4.B.1 of the Agreement shall be amended by adding the following to the end thereof:

Provided, however, the fire suppression system shall be installed and operational according to City Codes on or before September 30, 2005.

4. The City shall reimburse the Developer for one-half of the cost to purchase and install the Pump, but in no event may such reimbursement exceed $12,540.50.

5. Except as amended herein, the Agreement shall remain in full force and effect.

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

CITY

CITY OF PEKIN, an Illinois municipal corporation

By:
Its Mayor

ATTEST:

By:
Its City Clerk

DEVELOPER

DRAGON'S DOME II, LLC,
an Illinois limited liability company

By: DRAGON'S DOME, INC., an Illinois corporation
Its: Manager

By: ________________________________
Its: __________________________

HOUSING REHABILITATION CONSULTING CONTRACT

This contract is made and entered as of ____ day of _______________, 2005, by and between the CITY OF PEKIN, an Illinois municipal corporation ("Pekin"), having an office at 111 S. Capitol Street, Pekin, Illinois 61554, and HOUSING AUTHORITY OF THE CITY OF PEKIN, an Illinois municipal corporation, ("PHA") having an office at 1901 Broadway, Pekin, Illinois 61554.

<u>RECITALS</u>

WHERAS, Pekin requires certain services to administer its housing rehabilitation programs; and

WHEREAS, PHA has experience in performing those services; and

WHEREAS, the 1970 Illinois Constitution (Article VII, Sec. 10) and the Illinois Compiled Statutes (5 ILCS 220/1-220/8) provide authority for intergovernmental cooperation; and

WHEREAS, PHA's provision of the housing rehabilitation services as provided herein will permit Pekin to provide its housing rehabilitation programs more effectively and economically.

<u>AGREEMENT</u>

Article 1
Term

The term of this agreement shall begin on the 1st day of July, 2005, and end on the 30th day of April, 2006. However, notwithstanding the above, either party may terminate this agreement upon giving the other party thirty days prior written notice. This agreement will automatically renew for additional terms of one year each in the event neither party provides written notice of termination at least thirty days prior to the termination date of the initial term, or any renewal term, as the case may be.

Article 2
Statement of Work

PHA shall render to Pekin the services described in <u>Exhibit A</u>, attached hereto and made a part hereof.

PHA 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 PHA agree to all of the terms and provisions of the Exhibit attached hereto, which is considered part of this Contract.

Article 3
Contract Price

Upon submission of invoices by PHA as required herein, Pekin shall pay PHA for the performance of this Contract, during the initial term hereof, and any renewal terms, at the following monthly rates:

July 1, 2005 to April 30, 2006	May 1, 2006 to April 30, 2007	May 1, 2007 to April 30, 2008	May 1, 2008 to April 30, 2009	May 1, 2009 to April 30, 2010
$1,851.40	$1,817.86	$1,885.75	$1,938.52	$1,992.82

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 4
Billing and Payment

PHA shall submit invoices monthly 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 PHA'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, and/or inspections.

Article 5
Representatives

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

PHA's Representative is:

Dennis Green
Executive Director of PHA
1901 Broadway
Pekin, IL 61554
Telephone: (309) 346-7996

Pekin's Representative is:

Dennis Kief
City Manager
111 S. Capitol
Pekin, Illinois 61554
Telephone: (309) 477-2300

Facsimile: (309) 346-7457 Facsimile: (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 PHA 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 PHA is requested in writing to do otherwise. PHA 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 PHA hereunder or that PHA 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, with copies to be maintained by PHA in accordance with its procedures regarding confidential information. Unless such information was previously known to PHA 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 PHA and shall be used by PHA for the purposes hereunder. PHA shall obligate each of its employees, agents and subcontractors to keep such Information confidential in accordance with the foregoing requirements.

Article 8
PHA's Information

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

Article 9
Relationship

PHA shall exercise full control and direction over the employees of PHA performing the services covered by this Contract.

Neither PHA nor its employees or agents shall be deemed to be Pekin's employees or agents. PHA 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

PHA will indemnify, defend and hold harmless Pekin, its officers, agents, and employees from and against any claims, damages, costs, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with the performance or non-performance of this contract including damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, costs, expenses, or liabilities arise from the negligence or willful acts or omission of the PHA, its officers, agents, partners, or employees.

Article 11
Insurance

The insurance of the PHA will be endorsed to include Pekin as a limited additional insured. Such provision, however, will apply only in proportion to and to the extent of the negligent acts or omissions of the PHA, its officers, agents, partners, employees; or any person or persons under the PHA's direct supervision and control. PHA upon execution of this contract will furnish Pekin with Certificates of Insurance and/or Endorsements evidencing compliance with all requirements.

Article 12
Records

Records supporting all of PHA'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 PHA. Any purported delegation of duties or assignment of rights by PHA under this Contract is void. PHA 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 PHA.

Article 14
Compliance with Law

PHA 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 PHA as an employer of labor or otherwise. PHA 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

PHA 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. PHA 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.

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, PHA and Pekin have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF THE CITY OF PEKIN	CITY OF PEKIN, an Illinois municipal corporation
By:____________________________	By:____________________________
DENNIS GREEN, Executive Director	Signature
	____________________________
	Name & Title

EXHIBIT A

Housing Rehabilitation Consultant Duties

General Duties
PHA will work with the Intake Specialist to coordinate the housing rehabilitation project applications and activities, and monitor housing rehabilitation projects for compliance with terms, contracts & Federal Regulations.

The Housing Rehabilitation Consultant will provide reports to the Assistant Director of Planning and Economic Development / Community Development Coordinator.

PHA shall maintain the confidentiality of each application.

Essential Duties & Responsibilities

The following duties are normally required for each project. These are not to be construed as exclusive or all-inclusive. Other duties may be required on particular projects.

1. Initial house inspection for CDBG Rehab programs / HOME program:

    a. Within a reasonable time from receiving a request from Pekin (but in no event later than seven (7) days from the receipt of such request) PHA shall inspect the subject premises for violations of the HUD Housing Quality Standards, which include, but are not limited to, visible electrical violations (such as the amount of required outlets per type of room), space standards per unit; accessibility to the premises from outside, the security of each unit, the ingress and egress of the premises (including doors and windows), the quality of any door and window, the quality or hazardousness of any surface materials, the presence of smoke detectors, storage units, condition of appliances, condition of bathroom facilities, and defects in paint. PHA will not be responsible for the inspection of environmental conditions, structural conditions, termite infestation (unless it is visible), the inspection of paint for the presence of lead, the inspection of soil for the presence of toxins, non-visible plumbing problems, and any other defect which is not visible by inspecting the premises without any invasive procedure. PHA shall document the inspection with digital photographs.

    b. Within seven (7) days of each inspection, PHA shall:
        i. Provide Pekin with a written report of such inspection on a form to be mutually developed by Pekin and PHA; and
        ii. Enter the information from the report into Pekin's computerized spec program to produce a work write up. Such write up shall specify corrective measures for each violation discovered during the inspection. The corrective measures shall comply with HUD standards, including, without limitation, the Energy Star requirements thereof.

2. Upon Pekin's determination to proceed with a project, PHA shall perform the following:
   a. Request appropriate forms from the Intake Specialist and obtain signatures from the homeowner and contractor.
   b. Plan the work project, including the development of blueprints and floor plans.
   c. Schedule & attend the initial walk through with the homeowner and contractors (bid process)
   d. Attend pre-construction conferences.
   e. Acquire permits for work to be completed
   f. Monitor work during rehabilitation for compliance with the applicable rehabilitation program and general safety standards.
   g. Prepare and submit progress reports.
   h. Moderate conflicts between contractors and homeowners.
   i. Supervise contractor work for compliance with the construction contract.
   j. Schedule a final walk-through with the appropriate inspectors and contractor.
   k. Request invoices from contractors and submit invoices and completed files to the Intake Specialist.
   l. Receive and respond to complaints and questions by telephone and in-person.