

**REGULAR COUNCIL MEETING MONDAY, JUNE 24, 2013
5:30 P.M.**

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of June 10, 2013, the Special Goal Setting Meeting of June 4, 2013.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Tazewell Council Animal Control May Report, Pekin Fire Department May Report, Traffic Safety Committee Minutes Dated June 7, 2013		
7.2 Resolution Focus Forward CI: Recommendation by the Tazewell County Economic Development Committee to support the goals of Focus Forward CI		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Ordinance No. 2685-13/14 – Approval of Developer Agreement DESCRIPTION: Developer agreement with EnviroSafe for property in Riverway Business Park ACTION: Motion to adopt the Ordinance.	DG	1

VOTE REQUIRED		
9.2 Ordinance No. 2686-13/14 Ambulance Agreement DESCRIPTION: Agreement with Peoria Hospital's Mobile Medical Services d/b/a Advance Medical Transport for ambulance service within the City of Pekin ACTION: Motion to approve the contract. VOTE REQUIRED	KN	2
9.3 Resolution No. 74-13-14 – An Illinois Department of Transportation Resolution for Improvement by Municipality Under the Illinois Highway Code DESCRIPTION: Appropriating \$12,098.69 Motor Fuel Tax Funds for the PPUATS Joint Funding Agreement ACTION: Motion to adopt the ordinance. VOTE REQUIRED	JW	3
9.4 IDOT Annual State Routes Maintenance Agreement DESCRIPTION: Annual 12 month increment of a contract through June 30, 2015 with IDOT for the reimbursement to the City for maintenance provided by the Street Department on State highways. The computation for the period of July 1, 2012 to June 30, 201 is \$88,470.17 ACTION: Motion to approve the agreement. VOTE REQUIRED	JW	3
9.5 Pekin Housing Authority Rehabilitation Consulting Contract DESCRIPTION: Terms and conditions of the renewal contract for the CDBG Rehab Coordinator position with the Housing Authority. ACTION: Motion to approve the contract in the amount of \$2,312.50 a month from May 1, 2013 to April 30, 2014. VOTE REQUIRED	PA	4
9.6 Ordinance No. 1462-A325-13/14 – Amending Title 8, Chapter 2, Section 9 of the Code of the City of Pekin 1995 Regarding Authorized Stop Sign DESCRIPTION: Traffic Safety Committee Recommendation to place a stop sign on Lawndale at N. 13 th Street t-section. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2
9.7 Ordinance No. 2683-13/14 – Amending Title 6, Chapter 1, Section 6-1-1 B. of the Code of the City of Pekin 1995 Regarding Composition of the Pekin Police Department DESCRIPTION: ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2

9.8 Ordinance No. 2684-13/14 – Amending Title 6, Chapter 2 of the Code of the City of Pekin 1995 Regarding Retail Theft DESCRIPTION: ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c)		
12.0 ADJOURN No Vote Required		

Column 1 Key:

JW	Joseph Wuellner City Manager	BD	Burt Dancey Corporation Counsel
LM	Leigh Ann Matthews Economic Development	DG	Assistant City Manager
GN	Police Chief	PA	Pamela Anderson Community Development Director

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JUNE 10, 2013, AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, MCCABE, HENDRICKS, GILLESPIE, GOLDEN, ORRICK, AND BARRA

ABSENT: NONE

The Pledge of Allegiance was led by Mayor Barra.

Roll was called. All members were physically present except Council Member Orrick who entered the meeting at 5:40 p.m. A quorum was present.

AGENDA

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

MINUTES

Motion by Council Member Hendricks, seconded by Council Member Gillespie, that the **minutes of the Regular City Council Meeting of May 28, 2013 be approved as written**. On roll call vote, all present voted Aye.

CONSENT AGENDA

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

7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Liquor Commission Minutes Dated May 23, 2013		
7.2 Adopt: Prevailing Wage Resolution No. 73-13/14		
7.3 Receive and File: Petition from Oscar and Wilma Irby for Voluntary Annexation of 3187 Mall Road		

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

PRESENTATION POLICE OFFICER OF THE YEAR

Police Chief Greg Nelson recognized Sergeant Jeff Little and presented to him an award as Officer of the Year. Sergeant Little was commended for his 18 years of service, 15 as high school liaison, spear heading the Explorers Program, and receiving his Masters Degree. He expressed appreciation for the award.

PRESENTATION YOUNG AUTHORS

Mayor Barra asked the six representatives selected to represent School District 108 at the Young Authors State Conference at Illinois State University on Saturday, May 18, 2013 to join her at the dais. She read and presented separate proclamations to each of the girls, Brook Calvert, Meghan Cox, Rania White, Emma Wolfe. Sofia Link and Katie Conover were unable to attend.

Council Member Orrick entered the meeting at 5:40 p.m.

NEW BUSINESS

ORDINANCE NO. 2682-13/14 AMENDING TITLE 4, CHAPTER 4C, OF THE CODE OF THE CITY OF PEKIN 1995

REGARDING SEWER USER CHARGES TO BILL QUARTERLY

Motion by Council Member Gillespie, seconded by Council Member Orrick, that **Ordinance No. 2682-13/14 be adopted.** City Manager Joseph Wuellner recommended the change to allow waste water bills to be invoiced on a quarterly basis versus monthly. He advised after six months review of the process it would be best to bill on a quarterly cycle to reduce processing and mailing costs. He answered to Council's question that the monthly cost average \$7,000 to \$8,000 to Third Millennium not counting labor and for the 8 months not processed, the City would save approximately \$49,000 to \$56,000. Mayor Barra asked if the City would work with a person having a hardship with quarterly payments and was told Melanie Nievar in Waste Water Department would help. On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Gillespie that **CHANGE ORDER NO. 5 WASTEWATER TREATMENT PLANT PHASES 2B in the amount of \$87,028.00 be considered.** City Engineer Mike Guerra submitted for approval of the change which included additions of 8 items and deductions for 2 items due to changes required once construction started and knowledge of existing conditions and purchases were verified. Patrik Sheridan, Engineer Manager Farnsworth Group, Inc. was available to address questions of Council on the Wastewater Treatment Plant project. On Roll Call to approve the Change Order, all present voted Aye

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mike Guerra stated that he had responses to last meeting's questions regarding the Change Order at the Wastewater Treatment Facility. He discussed the closure on Sheridan Road which could last 3-4 weeks depending on weather. Mike also reminded everyone about the upcoming Wings & Wheels at the Pekin Airport this Saturday, June 15th.

Darin Girdler reported that of the documents are finalized and the funding is in place for the East Court Village projects including the remodel at Bergners.

Beverlyn McDonald representing SBA, IEMA and FEMA discussed various programs that are available to residents and small businesses for any disaster relief. Some loans in the program are available for as low as 1.6%. There are 30 days left to apply.

Dale Kuntz, 5 Fox Point, talked about the condition of Court Street.

Brandon Dentino, 2675 Allentown Road, reminded everyone that recycling is important and appreciates the fact that Pekin is very involved. While he has had a few issues of items being removed from his recycle, those issues seem to be resolved

EXECUTIVE SESSION

Motion by Council Member Golden, seconded by Council Member Orrick, that the Council move to Executive Session at 6:00 p.m. to discuss 65 ILCS 120/2 (c) (2) Collective Bargaining, 65 ILCS 120/2 (c) (6.) Sale of Property and 65 ILCS 120/2 (c) (1) Personnel. On roll call vote all present voted Aye.

Council returned to open session. No further business to come before the Council, motion by Council Member Golden to adjourn. Unanimously approved by voice vote. Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 6:25P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON TUESDAY, JUNE 4, 2013 AT 5:00 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, HENDRICKS, GOLDEN, GILLESPIE, ORRICK,
AND BARRA**

ABSENT: MCCABE

Council received agenda and proper notice at the Council Meeting of May 28, 2013. Agenda was posted on Friday, May 31, 2013 of a special meeting to begin Goal Setting for the City.

Pledge of Allegiance was led by Mayor Barra.

Roll was called and all commissioners were present except Council Member McCabe. A quorum was present. Also present were City Manager Joseph Wuellner, City Clerk Sue E. McMillan, Library Director Jeff Brooks, Code Enforcement Officer Ron Sieh, Attorney Burt Dancey and Sharon Harris, City Hall reporter Pekin Daily Times.

AGENDA

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

NEW BUSINESS

GOAL SETTING

Mayor Barra opened the meeting and introduced the facilitator Frank Mackaman.

Mr. Mackaman clarified the purpose of the Goal Setting process. He advised that a survey was sent to each member to collect their thoughts about goals for the City to pursue over the next three years. He next asked the members to rate all responses that he had assigned to one of the five themes of the previous Conceptual Plan. In Exercise 2 he asked the members to rate the goals on each individual page of the 5 pillars from 1-4, one being the highest priority and four not a priority at this time.

- Prosperous community
- Safe community
- Strong foundation
- High quality of life
- Effective government

The intension was for Council to define goals and set the general direction of the City after discussion of the ratings at the next Goal Setting session on June 10, 2012. He hoped that Staff would then implement strategies in operational planning and synchronize the operation budget, the capital budget, the personnel plan with those principles articulated by Council at future meeting retreats to approve a Plan.

It was decided to distribute the exercise to the staff members to complete and see how staff's perceptions lineup with Council's ratings.

Council Member Hendricks questioned if the public would be given the opportunity to comment on the goals. It was suggested the ratings were for the Council but the draft plan could be posted for public comment.

No further business to come before the Council, Mayor Barra announced the next meeting would be scheduled for Monday, June 10, following the regular Council Meeting.

Council Member Hendricks questioned if the public would be given the opportunity to comment on the goals

City Manager Wuellner asked that all Council Members set an appointment with Dave Hess for him to load the software for access of the Council packets on their City iPads.

Sharon Harris was told that because of his absence Council Member McCabe's ranking would not be used.

Mayor Barra adjourned the meeting

COUNCIL ADJOURNED AT 5:30 P.M.

Sue E. McMillan
City Clerk

Animal Counts Brought in by Wardens between May 1, 2013 and May 31, 2013

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	2713 overhill	5/8/2013	Other	raccoon	REL	0	130659
	Hoyland	City	925 CATHERINE	5/8/2013	Cat	DSH	E	2	130662
	HOMERI	City	815 N 11TH	5/12/2013	Dog	LAB	R	1	130696
	HARMS	City	215 DERBY	5/9/2013	Dog	PIT MX	E	8	130665
	HARMS	City	PEKIN DOG PARK COURT STR	5/6/2013	Dog	LAB	REL	8	130650
	HARMS	City	202 HERGET	5/6/2013	Dog	PIT	E	2	130649
	Hoyland	City	1605 ARTHUR	5/9/2013	Dog	PIT BOXER	E	15	130668
	HARMS	City	243 DERBY	5/4/2013	Dog	LAB MIX	E	9	130641
	HOMERI	City	1000 S 3RD	5/11/2013	Dog	TERRIER MIX	E	11	130680
	Hoyland	City	700 BLK LAKE ARLANN	5/1/2013	Dog	PIT	R	0	130624
	HARMS	City	OL'DADS 2ND ST	5/13/2013	Other	MALLARD	REL	0	130703
	HARMS	City	1512 BACON	5/13/2013	Other	OPPOSUM	E	0	130700
	HARMS	City	OL' DADS 2ND STR	5/13/2013	Other	MALLARD	REL	0	130701
	HARMS	City	OL' DADS 2ND ST	5/13/2013	Other	MALLARD	REL	0	130702
	HARMS	City	2205 COURT ST	5/7/2013	Dog	RAT TERRIER	R	9	130651
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	SIAMESE	E	1	130815
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130803
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130804
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130805
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130806
	HARMS	City	OL' DADS 2ND ST	5/13/2013	Other	MALLARD	REL	0	130704
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130808
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130810
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	SIAMESE	E	1	130811
	Hoyland	City	1410 S 10TH	5/24/2013	Cat	DSH	E	5	130799
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130814
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130807
	Hoyland	City	1003 VEERMAN APT C	5/28/2013	Cat	DSH			130826
	Hoyland	City	100 TAPS LANE	5/28/2013	Dog	PIT MIX	REL	0	130827
	Hoyland	City	112 ST MARY	5/28/2013	Cat	DSH			130835
	Hoyland	City	100 TAPS	5/28/2013	Dog	MIN PIN			130841
	HARMS	City	1231 S 3RD	5/28/2013	Dog	BEAGLE MIX	R	1	130844
	Hoyland	City	352 S CAPITAL	5/29/2013	Cat	DMH			130852
	HARMS	City	1320 S 11TH	5/29/2013	Cat	DSH			130859
	HARMS	City	PEKIN VET CLINIC	5/30/2013	Cat	DSH	E	1	130862
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130813
	Hoyland	City	TCSD	5/19/2013	Dog	HUSKY			130725
	HARMS	City	OL'DADS 2ND ST	5/13/2013	Other	MALLARD	REL	0	130705
	HARMS	City	OL'DADS 2ND ST	5/13/2013	Other	MALLARD	REL	0	130706
	HARMS	City	OL DADS 2ND STR	5/13/2013	Other	MALLARD	REL	0	130707
	HARMS	City	OL DAD'S 2ND ST	5/13/2013	Other	MALLARD	REL	0	130708
	Hoyland	City	325 EDGEWOOD	5/15/2013	Dog	ROTT/LAB	E	9	130711
	Hoyland	City	100 TAPS	5/16/2013	Dog	HUSKY SHEP MIX	R	5	130717
	HARMS	City	1002 1/2 IRENE	5/24/2013	Cat	DSH	E	1	130809
	Hoyland	City	2100 CALIFORNIA RD	5/16/2013	Dog	PIT	E	13	130719
	Hoyland	City	100 TAPS LANE	5/20/2013	Dog	GERM SHEP	R	0	130727
	Hoyland	City	1002 1/2 IRENE	5/20/2013	Cat	DSH	E	1	130733
	Hoyland	City	100 TAPS LANE	5/24/2013	Dog	POODLE	E	10	130787
	Hoyland	City	217 N PARKWAY	5/24/2013	Dog	LAB			130788
	Hoyland	City	1002 1/2 IRENE	5/20/2013	Cat	DSH	E	1	130734
	Hoyland	City	PEKIN PD	5/24/2013	Dog	GERM SHEP	REL	0	130784
	Hoyland	City	1202 AVON	5/23/2013	Cat	DSH	E	8	130772
	Hoyland	City	410 S 3RD ST	5/23/2013	Dog	MIN PIN	R	8	130770
	Hoyland	City	1900 BLK MEMORIAL	5/22/2013	Dog	HUSKY	R	0	130762

6R 12 Rel

Hoyland City 1002 1/2 IRENE

5/21/2013

Cat

DSH

E

0

130735

Total Dogs picked up in Pekin: 22

Total Cats picked up in Pekin: 23

Total Others picked up in Pekin: 10

Animal Counts Brought in by Individuals between May 1, 2013 and May 31, 2013

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
Individua	City		5 NORTH 20TH	5/31/2013	Cat	DSH	E	0	130878
Individua	City		103 S 13TH	5/7/2013	Cat	DMH	E	3	130655
Individua	City		100 TAPS LANE	5/8/2013	Cat	DSH	E	9	130663
Individua	City		100 TAPS LANE	5/13/2013	Dog	DOBERMAN MIX	REL	8	130698
Individua	City		1401 S 12TH ST	5/24/2013	Cat	DSH			130793
Individua	City		2702 WILLOW	5/24/2013	Cat	DMH	E	5	130801
Individua	City		2702 WILLOW	5/28/2013	Cat	DSH			130824
Individua	City		103 S 13TH APT A	5/7/2013	Cat	DMH	E	3	130654
Individua	County		VFW	5/30/2013	Dog	TERRIER MIX	R	1	130868
Owner R	City		1506 N 14TH	5/29/2013	Cat	DSH			130858
Owner R	City		1910 S 4TH	5/3/2013	Dog	RAT TERRIER	E	0	130637
Owner R	City		912 CATHERINE	5/3/2013	Cat	DSH	REL	7	130639
Owner R	City		506 S 3RD ST	5/6/2013	Dog	HEALER MIX	REL	1	130648
Owner R	City		807 PRINCE ST	5/15/2013	Dog	LAB MIX	E	2	130713
Owner R	City		407 MARY ST	5/29/2013	Dog	HUSKY MIX	E	0	130848
Owner R	City		22 OLYMPIA FIELDS DR	5/29/2013	Cat	DSH			130857
Individua	County		VFW	5/30/2013	Dog	TERRIER MIX	R	1	130867

Total Dogs picked up in Pekin: 7

Total Cats picked up in Pekin: 10

Total Others picked up in Pekin: 0

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 6-1-13

Billing For Month of May

\$3,753.84

Tazewell Animal Control
PO BOX 158
TREMONT IL 61568

CITY OF PEKIN
111 S CAPITAL ROOM 242
PEKIN IL 61554

Pekin Fire Department

Incident Type Report (Summary) (Modified)

Alarm Date Between {05/01/2013} And {05/31/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	2	0.60%	\$0	0.00 %
	2	0.60%	\$0	0.00 %
1 Fire				
100 Fire, Other	1	0.30%	\$200	0.02 %
111 Building fire	6	1.80%	\$74,600	11.12 %
112 Fires in structure other than in a building	1	0.30%	\$550,000	81.99 %
113 Cooking fire, confined to container	2	0.60%	\$0	0.00 %
130 Mobile property (vehicle) fire, Other	1	0.30%	\$0	0.00 %
	11	3.31%	\$624,800	93.14 %
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no	2	0.60%	\$0	0.00 %
	2	0.60%	\$0	0.00 %
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	9	2.71%	\$0	0.00 %
321 EMS call, excluding vehicle accident with	218	65.66%	\$0	0.00 %
322 Motor vehicle accident with injuries	7	2.10%	\$0	0.00 %
324 Motor Vehicle Accident with no injuries	7	2.10%	\$40,000	5.96 %
	241	72.59%	\$40,000	5.96 %
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.30%	\$0	0.00 %
412 Gas leak (natural gas or LPG)	3	0.90%	\$0	0.00 %
424 Carbon monoxide incident	1	0.30%	\$0	0.00 %
440 Electrical wiring/equipment problem, Other	1	0.30%	\$0	0.00 %
444 Power line down	3	0.90%	\$0	0.00 %
445 Arcing, shorted electrical equipment	3	0.90%	\$1,000	0.14 %
	12	3.61%	\$1,000	0.14 %
5 Service Call				
500 Service Call, other	6	1.80%	\$0	0.00 %
511 Lock-out	1	0.30%	\$0	0.00 %
531 Smoke or odor removal	2	0.60%	\$0	0.00 %
550 Public service assistance, Other	1	0.30%	\$0	0.00 %
553 Public service	1	0.30%	\$0	0.00 %
5541 Lifting Assistance only	9	2.71%	\$0	0.00 %
561 Unauthorized burning	4	1.20%	\$0	0.00 %

Pekin Fire Department

Incident Type Report (Summary) (Modified)

Alarm Date Between {05/01/2013} And {05/31/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	24	7.22%	\$0	0.00 %
6 Good Intent Call				
600 Good intent call, Other	2	0.60%	\$0	0.00 %
611 Dispatched & cancelled en route	1	0.30%	\$0	0.00 %
621 Wrong location	1	0.30%	\$0	0.00 %
631 Authorized controlled burning	1	0.30%	\$0	0.00 %
652 Steam, vapor, fog or dust thought to be	1	0.30%	\$0	0.00 %
	6	1.80%	\$0	0.00 %
7 False Alarm & False Call				
700 False alarm or false call, Other	7	2.10%	\$0	0.00 %
730 System malfunction, Other	1	0.30%	\$0	0.00 %
731 Sprinkler activation due to malfunction	1	0.30%	\$0	0.00 %
732 Extinguishing system activation due to	1	0.30%	\$0	0.00 %
733 Smoke detector activation due to	2	0.60%	\$0	0.00 %
735 Alarm system sounded due to malfunction	1	0.30%	\$0	0.00 %
736 CO detector activation due to malfunction	1	0.30%	\$0	0.00 %
740 Unintentional transmission of alarm, Other	2	0.60%	\$0	0.00 %
743 Smoke detector activation, no fire -	5	1.50%	\$0	0.00 %
745 Alarm system activation, no fire -	3	0.90%	\$0	0.00 %
746 Carbon monoxide detector activation, no CO	2	0.60%	\$0	0.00 %
	26	7.83%	\$0	0.00 %
8 Severe Weather & Natural Disaster				
800 Severe weather or natural disaster, Other	1	0.30%	\$5,000	0.74 %
	1	0.30%	\$5,000	0.74 %
9 Special Incident Type				
900 Special type of incident, Other	2	0.60%	\$0	0.00 %
911 Citizen complaint	5	1.50%	\$0	0.00 %
	7	2.10%	\$0	0.00 %

Total Incident Count: 332

Total Est Loss: \$670,800

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
JUNE 7, 2013 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Greg Nelson, Joe Wuellner, Kurt Nelson, Mike Guerra.

Also present: Bill Scarcliff, Jim Kaminski, Bob Van Den Arend, Sharon Harris (Pekin Times Reporter), Lee Ann Wrhel.

Joe made a motion to approve the meeting agenda. Mike seconded the motion. All in favor.

Joe made a motion to approve the meeting minutes of May 3, 2013. Kurt seconded the motion. All in favor.

Old Business:

1. *Parking Restrictions/Overnight Parking - Status*

After discussion of this topic, Mike made a motion to hold off on this project until the committee receives further direction from City Council. Joe seconded the motion. All in favor.

2. *5th St./8th St./Willow St. Configuration (Progress Update)*

Mike provided an update on this intersection configuration. IDOT is willing to continue the study of this location, will monitor the traffic flow and then have a meeting to review the results and discuss options. Mike will report back on this issue when he receives another update from IDOT.

New Business:

1. *New Committee Member*

The new committee member, Ron Mayeur, was unable to attend the meeting.

2. *Traffic Control Signage – Lawndale & N. 13th Street*

There was a citizen request from Charlene Oberle (1507 N. 13th Street, 347-1245) for a stop sign on Lawndale at N. 13th Street. Due to pedestrian traffic to and from school in this location Joe made a motion to make a recommendation to City Council for placement of a stop sign on the southeast corner of Lawndale at N. 13th Street. Kurt seconded the motion. All in favor. The citizen who made this request will be notified.

3. *Sidewalk/Bike Lane on Koch Street*

The new athletic park has now opened along Koch Street. Pedestrian access as well sufficient parking is at issue. Mike will put together some options for consideration to present and discuss at the next meeting.

4. *Parking on Sabella*

This item has been a topic of discussion at these meetings in the past. Joe made a motion to leave this area as is. Kurt seconded the motion. All in favor.

5. *Sign Request – N 4th Street (warning of one-way)*

There was a citizen request from Chuck Caudill (901 N. 4th Street, 360-9708) for additional signage regarding the one-way street. After discussion of this item, it was noted that this area is properly marked. Joe made a motion to leave the area as is. Mike seconded the motion. All in favor. The citizen who made this request will be notified.

Around the Table

Joe stated that earlier in the week there was a pedestrian accident at the bike path crossing on Broadway at 20th Street. It was noted that this location is marked as a pedestrian way. The signage in this location will be improved and the flashing yellow lights that had been in place on Parkway prior to the installation of the HAWK system will be installed in this location. It is solar powered and it will be programmed to the "push to activate mode".

Mike received a request from a citizen who lives on Parkfield at Hanna Drive. They have a concern with speeding in that location. The traffic on Hanna has increased since it is now open through to 14th Street. The police department will monitor the area and step up enforcement.

Greg announced that due to the fact that he will be out of the office at the FBI Academy at Quantico, Virginia from mid July to mid September, Jim Kaminski (Deputy Chief of Police) will serve in his place during this absence.

Due to lack of quorum, Kurt made a motion to cancel the regular meeting scheduled for July 3, 2013. Bill seconded the motion. All in favor. The proper notifications will be made.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING AUGUST 2, 2013 @ 8:30 A.M.



Traffic Safety Committee

June 14, 2013

Chuck Caudill
901 N. 4th Street
Pekin, Illinois 61554

Dear Mr. Caudill:

This letter is to inform you of action taken by the Traffic Safety Committee regarding your request for additional signage regarding the one-way street. The consensus of the committee is that the area is properly marked and will remain as is at this time.

Thank you for your input.

Sincerely,

Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Traffic Safety Committee Members:

Ron Mayeur, Citizen
Mike Guerra, City Engineer
Kurt Nelson, Fire Chief

Bob Shaw, Street Dept. Superintendent
Will Taylor, Police Officer
Joe Wuellner, City Manager



Traffic Safety Committee

June 14, 2013

Charlene Oberle
1507 N. 13th Street
Pekin, Illinois 61554

Dear Mrs. Oberle:

This letter is to inform you of action taken by the Traffic Safety Committee regarding your traffic control sign request at the intersection of Lawndale and N. 13th Street. The committee is making a recommendation to City Council for placement of a stop sign at that intersection.

Thank you for your input.

Sincerely,

Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Traffic Safety Committee Members:

Ron Mayeur, Citizen
Mike Guerra, City Engineer
Kurt Nelson, Fire Chief

Bob Shaw, Street Dept. Superintendent
Will Taylor, Police Officer
Joe Wuellner, City Manager



RESOLUTION

WHEREAS, a healthy economy is of great important to all of Tazewell County; and

WHEREAS, on July 2012 the Tazewell County Board voted to appoint a Committee to be known as the Tazewell County Economic Development Committee (TCEDC) to research, analyze and define the best approaches for improving and strengthening the framework of our regional economic development efforts; and

WHEREAS, said Committee was tasked with numerous objectives one of which was the development of goals for a 5 Year Economic Development Strategy for all of Tazewell County; and

WHEREAS, the Tazewell County Economic Development Committee arrived at four (4) goals which are as follows:

Goal #1: Act Regional – By 3Q 2013, implement an asset-based, comprehensive economic development strategy and ecosystem that expands public, private and non-profit collaboration in Tazewell County and the region with a common strategic vision.

Goal #2: Expand Economic Performance – By 2018, implement community economic development strategies and action plans that will increase annual Tazewell County wages by \$399.3 million, raise the average annual wage in Tazewell County by 6.9%.

Goal #3: Improve Human Capital – By 2018, improve demographic trends and the population mix in Tazewell County to ensure a plentiful workforce supply by increasing the total population by 3.7% (+5,006); the prime workforce demographic of 25-44 year old citizens from 25.8% to 30% of the population (+7,341); and the labor force participation rate from 65% to 66.5% (+6,595).

Goal #4: Value and Enhance the CI Way of Life – Quantify, communicate and imbed the importance of the unique rural and urban values of Tazewell County, and their role in the way CI Way of Life, to all who live in CI by 2014.

WHEREAS, the Pekin City Council supports the goals as established by the Tazewell County Economic Development Committee; and

NOW THEREFORE BE RESOLVED, that the Pekin City Council encourages the Tazewell County Board accept and approve the four (4) Economic Development Goals as developed by the Tazewell County Economic Development Committee.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 24th of June, 2013.

Mayor Laurie L. Barra

ATTEST:

City Clerk Sue E. McMillan



REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Manager Joseph Wuellner, City Clerk Sue McMillan

From: Darin W. Girdler, Assistant City Manager – June 18, 2013

AGENDA ITEM: Sale of Property and Development Agreement for Envirosafe.

AGENDA DATE REQUESTED: June 24, 2013

ACTION REQUESTED: Authorize Execution of Ordinance and Development Agreement.

DESCRIPTION: Sale of 15 acres of Land in the Riverway Business Park in addition to two 5 acre options (see attached diagram) and approval of a Development Agreement for their project.

FINANCIAL IMPACT: Sale of 15 acres for \$150,000 in addition to future options.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Retention of a prosperous company in the City and new development in Riverway Business Park.

IMPACT IF DENIED: This business could choose to move to another community.

ALTERNATIVES: N/A

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

✓

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

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

A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director: *Darin Girdler*

Date:

Finance Department (Certification of Availability of Funds):

Date: *6-18-13* *Angel Evans*

Corporation Counsel:

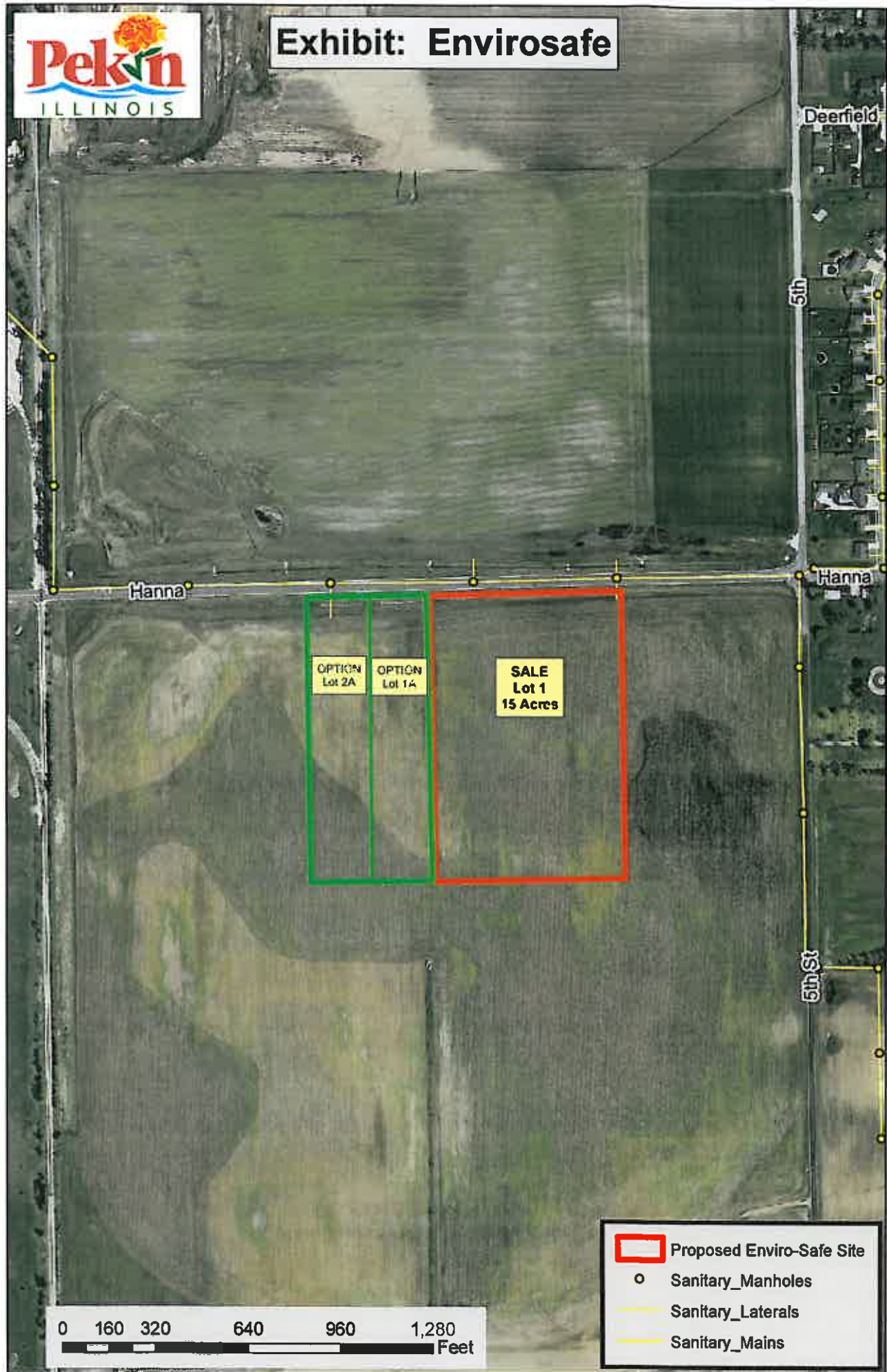
Date:

City Manager:

Date:



Exhibit: Envirosafe



0 160 320 640 960 1,280 Feet

-  Proposed Enviro-Safe Site
-  Sanitary_Manholes
-  Sanitary_Laterals
-  Sanitary_Mains

ORDINANCE NO. 2685-13/14

**AN ORDINANCE ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE
AUTHORIZING THE SALE AND OPTIONS
OF MUNICIPALLY OWNED REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

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

Lot 1(sale), Lot 1A (option) and Proposed Lot 2A (option) located on the South side of Hanna Drive in the Riverway Business Park Subdivision on a rectangular piece of land containing approximately fifteen (15) acres, five (5) acres and five (5) acres respectively and as shown as an Exhibit to the Development Agreement with legal description and final plat.

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

WHEREAS, pursuant to Ordinance No. 2649-11/12 Establishing Procedure for Sale or Lease of Surplus Public Real Estate, the City Manager, or his designated representatives, have negotiated the price and terms of said Contract, and

WHEREAS, the City of Pekin has negotiated the Sale of Real Estate (Lot 1) wherein the acquisition of the Property shall be for the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars and No Cents; and

WHEREAS, the City of Pekin has negotiated the Option of Real Estate (Lot 1A) wherein the right to Option the Property shall be for the right to Option of Five Thousand (\$5,000.00) Dollars and No Cents which shall be credited at closing, per the development agreement, should the buyer of Lot 1 exercise the Option; and

WHEREAS, the City of Pekin has negotiated the Option of Real Estate (Proposed Lot 2A)

wherein the right to Option the Property shall be for the right to Option of Five Thousand (\$5,000.00) Dollars and No Cents which shall be credited at closing, per the development agreement, should the buyer of Lot 1 and Lot 1A exercise the Option; and

WHEREAS, upon enacting this Ordinance, the City Council finds and determines it is in the best interests of the City of Pekin and its residents that the City of Pekin sell/transfer the Property to Illinois-American Water Company; and

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

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

SECTION II. That the City shall complete the sale of the following described Property:

Lot 1(sale), Lot 1A (option) and Proposed Lot 2A (option) located on the South side of Hanna Drive in the Riverway Business Park Subdivision on a rectangular piece of land containing approximately fifteen (15) acres, five (5) acres and five (5) acres respectively and as shown as an Exhibit to the Development Agreement with legal description and final plat.

IN TAZEWELL COUNTY ILLINOIS

is hereby approved by the City of Pekin, and said Property shall be transferred in accordance with acceptable practices for the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars and No Cents for Lot 1, the right to Option of Five Thousand (\$5,000.00) Dollars and No Cents for Lot 1A and the right to Option of Five Thousand (\$5,000.00) Dollars and No Cents for Lot 2A.

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2013.

APPROVED this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT entered into as of the 24th day of June, 2013, by and between the **CITY OF PEKIN, ILLINOIS**, a municipal corporation, and a home rule unit of local government, exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at City Hall, 111 S. Capitol Street, Pekin, Illinois (the "City"), and **ENVIROSAFE** an Illinois corporation with offices at 400 Margaret Street, Pekin, Illinois (the "Developer").

WITNESSETH:

WHEREAS, the City is the owner of certain land located in the City of Pekin, Illinois, which the City acquired for the purpose of developing a business park known as Riverway Business Park (the "Business Park") ; and

WHEREAS, the City and the Developer determined that an undeveloped site in the Business Park containing approximately 15.00 acres, commonly known as **Hanna Drive, Pekin, Illinois (PIN # 10-10- -)** which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Acquisition Site") would be appropriate for Developer's Project; and

WHEREAS, the City, to achieve the objectives of the Business Park and of the Developer, intends to assist the Developer by selling to the Developer the Acquisition Site; and

WHEREAS, the Developer intends to invest a minimum of \$2,400,000.000 in the

development of the Acquisition Site; and

WHEREAS, the City believes that the development of the Acquisition Site is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them do hereby covenant and agree as follows:

SECTION 1: DEFINITIONS.

A. **Definition of Terms.** Certain terms used in this agreement shall have the following meanings unless their content or use clearly indicates otherwise.

“Acquisition Site” means the real property to be acquired by the Developer, containing approximately 15.00 acres, commonly known as [REDACTED] Hanna Drive, Pekin, Illinois (PIN # 10-10-[REDACTED] - [REDACTED]) which is more fully described in **Exhibit “A”** attached hereto.

“Agreement” means this Contract For Private Development.

“Authorized Representative” means such person at the time and from time to time designated to act on behalf of the Developer.

“Certificate of Completion” means the certificate issued by the City pursuant to Section 4B of this Agreement, which evidences completion of the Project in full compliance with the terms of this Agreement.

“City” means the City of Pekin, Illinois, a municipal corporation and home rule unit of

local government.

“Site Plan” means the preliminary rendering and preliminary site plan for the "Project" (as hereinafter defined) which are attached hereto as **Exhibit "B"**, and are subject to the approval of both the City and the Riverway Business Park Covenants Committee (the "Covenants Committee"), in accordance with the terms of this Agreement.

“Developer” shall mean ENVIROSAFE.

“Project” means the development of the Acquisition Site by the construction, in accordance with the terms and conditions of this Agreement, of an industrial/business building containing a minimum of 20,000 square feet for use as an office, manufacturing, warehouse, and distribution facility for the conduct of Developer's business, in accordance with plans and specifications approved by both the City and the Covenants Committee in accordance with this Agreement.

B. **Construction of Words, Etc.** The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole. Unless otherwise specified, references to articles, sections and other subdivision of this Agreement are to the designated articles, sections and other subdivision of this Agreement as originally executed. The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2 GENERAL DEVELOPER COVENANTS. In addition to all other specific covenants and agreements contained in this Agreement, the Developer makes

the following expressed covenants:

A. **Time.** All covenants contained in this section shall remain in full force and effect for a period of 10 years unless otherwise stated, or performed, and unless the City expressly, by written document, waives any of same.

B. **General Covenants.** The expressed covenants the Developer makes are as follows:

1. The Developer agrees to acquire the Acquisition Site as described in **Exhibit "A"** from the City for a purchase price of Ten Thousand and 00/100 Dollars (\$10,000.00) per acre for a total sum of One Hundred Fifty Thousand Dollars (\$150,000) [15.00 acres] in U.S. funds (the "Purchase Price"), as further described in Section 5 of this Agreement, and the further consideration of the Developer constructing and developing a minimum 20,000 square foot building suitable for offices, manufacturing, and distribution, in accordance with the plans and specifications to be approved by the City and the Covenants Committee in accordance with this Agreement.
2. The Developer will pay and keep current all City fees that may from time to time apply to the Acquisition Site.
3. The Developer shall use the Acquisition Site for the development of a minimum 20,000 square foot building suitable for offices, manufacturing, and distribution on the Acquisition Site.

4. The Developer shall promptly pay when due all real estate taxes and assessments which are a lien upon the Acquisition Site; provided, however, the Developer shall have the right, in good faith and by appropriate proceeding, to dispute or contest the validity or amount of any such tax or assessment, and during the pendency of any such dispute or contest, the Developer shall not be deemed to be in default under this Agreement provided the Developer has paid the disputed or contested amount under protest.
5. During the ten (10) year period of this Agreement, the Developer will not take any action or in any manner cause the Acquisition Site to be removed from the real estate tax rolls as fully taxable real property. Notwithstanding the foregoing, Developer shall benefit from the Acquisition Site's presence within the Enterprise Zone, and the special treatment available within the Enterprise Zone, as more fully described in Exhibit "C" attached hereto, shall be available to the Developer, as owner of the Acquisition Site. Nothing contained in this Section is intended to limit or otherwise affect such Enterprise Zone benefits which the Developer and/or the Acquisition Site would otherwise qualify for, nor shall this Section preclude the Developer and/or the Acquisition Site from receiving any other real property tax exemptions, abatements, credits, or other incentives which are otherwise applicable and available to the Acquisition Site in the future.

Developer shall also benefit from the Acquisition Site's presence within the Tax Increment Financing District (TIF), and the special treatment available within the TIF, as more fully described in **Exhibit "C"** attached hereto, shall be available to the Developer, as owner of the Acquisition Site. Nothing contained in this Section is intended to limit or otherwise affect such TIF benefits which the Developer and/or the Acquisition Site would otherwise qualify for, nor shall this Section preclude the Developer and/or the Acquisition Site from receiving any TIF incentives which are otherwise applicable and available to the Acquisition Site in the future.

6. The Developer shall execute a Memorandum, in recordable form, to be recorded and indexed in the public records of Tazewell County, indicating in substance that the Acquisition Site is subject to covenants and conditions of this Agreement.
7. The Developer shall promptly pay when due all real estate taxes affecting the Acquisition Site which accrue from the date Developer acquires title to the Acquisition Site.
8. The Developer agrees that the Developer shall not seek to remove the Acquisition Site from the Riverway Business Park Subdivision nor shall it seek to remove the Acquisition Site from the Planned Unit Development (the "PUD") in which the Business Park is located.
9. The Developer shall not commence construction of the Project on the Acquisition

Site unless and until the Developer has obtained written approval of a plans and specifications for the Project and Developer's proposed use of the Acquisition Site from both the City and the Covenants Committee. The plans and specifications for the Developer's Project, as approved by the City and the Covenants Committee, are hereinafter referred to as the "Approved Plans and Specifications". Notwithstanding the foregoing, issuance by the City of a Certificate of Completion for the Project shall be conclusive evidence that all approvals by the City and the Covenants Committee has been issued with respect to the Project.

10. If, within ten (10) years of the closing of the sale of the Property, Buyer desires to resell a portion of the Property prior to its development for such related use, Buyer will first offer to sell the Property to Seller for the Purchase Price (as hereinafter defined) but without any representations and warranties of any kind other than those set forth in a standard Statutory or Special Warranty Deed.

SECTION 3: CITY'S OBLIGATIONS AND RESERVATION OF RIGHTS.

A. Duties.

1. The City agrees to convey to the Developer the Acquisition Site in accordance with Section 5 of this Agreement.

2. The City shall cooperate and execute all documentation necessary to timely and fully comply with the provisions of the Responsible Property Transfer Act of 1988 as presently in effect or as periodically amended.
3. The City's approvals and consents are required from time to time for various purposes relating the development, and construction of the Project including, without limitation zoning, land use planning, building code and related approvals, and other matters described in this Agreement. The City agrees to timely take all lawful steps necessary from time to time to furnish all such requisite lawful approvals, consents, ordinances and related official acts, and to cooperate with Developer in all reasonable respects to assure the timely commencement and completion of the Project.

B. **Certificate of Completion.** Promptly after completion of the Project in accordance with the provisions of this Agreement, the City will execute and deliver to the Developer a Certificate of Completion, in recordable form. Said Certificate of Completion shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Developer and its successors and assigns, that the construction of the Project is completed. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Project, or any part thereof. Such certification shall not constitute evidence that the Developer,

its successors and assigns have complied with the applicable provisions of federal, state and local laws, regulations and ordinances.

The certification shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within 30 days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in which respects the Developer has failed to complete the Project in accordance with the provisions of this Agreement, or is otherwise in default and what measures or steps will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification. The City shall not unreasonably withhold, condition, or delay the issuance to the Developer of the Certificate of Completion, provided all of the Developer's obligations are met under the Agreement.

SECTION 4: SALE AND PURCHASE OF PROPERTY.

A. **Sale and Purchase of the Acquisition Site.** The City agrees to sell and the Developer agrees to buy the Acquisition Site for the Purchase Price, on the terms set forth herein.

B. **Title.** Within fifteen (15) days after the execution of this Agreement, City shall deliver to the Developer attorneys (at the address set forth in Section "15" below), at City's expense, a title commitment for an owner's Title insurance policy issued by a title insurance company acceptable to the Developer in the amount of the Purchase Price, showing title in City subject only to (a) the general exceptions contained in the policy; (b) title exceptions pertaining

to liens or encumbrances of an ascertainable amount which may be removed by payment of money at the time of Closing, and which City may so remove at the time by using the funds to be paid upon delivery of the deed; (c) covenants, conditions, restrictions, reservations and easements of record and zoning laws; and (d) exceptions commonly permitted under the rules for examination of abstracts and title and acceptable to The Developer, LLC (collectively the "Permitted Exceptions"). If title insurance discloses any exceptions which adversely affect Developer's proposed use of the Acquisition Site for which render title to the Acquisition Site unmarketable, The Developer, LLC or its attorneys shall give written notice of such exceptions to the City or its attorney of any such objectionable matters related to title (collectively, "Title Objections"). The City shall use its best efforts to cure any such Title Objections prior to closing. If City is unable to cure any such Title Objections, the The Developer, LLC shall have the option to terminate this Agreement by written notice to the City, in which case, neither party shall have any further rights or obligations under this Agreement.

C. **Developer's Contingencies.** The Developer's obligation to close its purchase of the Acquisition Site pursuant to this Agreement shall be contingent upon satisfaction or waiver by the Developer of the following contingencies (collectively, the "Contingencies") during the period commencing upon the full execution and delivery of this Agreement and ending within 150 days of the Closing date (the "Inspection period"):

1. **Inspection.** Developer may, at Developer's expense, with reasonable prior notice to the City, at any time during the Inspection Period, have its employees, officers,

and agents, including, without limitation, engineers, environmental consultants and/or other appropriate professionals, enter upon the Acquisition Site to inspect the same and to perform such soil borings, soil samplings, ground water sampling, and other tests which are reasonably necessary to determine whether: (i) the Acquisition Site is free of underground storage tanks, environmental contamination, pollution, and other environmental concerns; (ii) the soil, subsoil, and underground conditions of the Acquisition Site are structurally sound and suitable in all respects for Developer's intended use of the Acquisition Site; and (iii) there are no contaminated properties in the vicinity of the Acquisition Site which could, in Developer's sole judgment, present a risk that the Acquisition Site could become contaminated by airborne or subsoil migration of contaminants from such contaminated properties to the Acquisition Site. The Developer's obligation to perform under this Agreement shall be contingent upon Developer's receipt of reports from such professionals which are satisfactory to Developer in its sole judgment.

2. Zoning. The Developer shall have confirmed that the Acquisition Site is properly zoned Planned Unit Development (PUD) which permits Developer's uses in this agreement of an industrial/business building containing a minimum of 20,000 square feet of as an office, manufacturing, warehouse, and distribution facility for the conduct of Developer's business.

3. Approval of Plans and Specifications and Proposed Use. Developer shall have obtained such approvals of the Developer's plans and specifications for the Project and

Developer's proposed use of the Acquisition Site from the City, the Covenants Committee, and others, as may be required under the terms of this Agreement and/or any restrictive covenants affecting the Acquisition Site, and such approvals shall be final and not subject to a condition or limitation which is unacceptable to Developer in its sole judgment. Any plans submitted by the developer shall be reviewed and comments made back to the Developer within 2 working days of submission. Said approvals shall take place within 30 days of the submission of the plans unless the developer's plans are not submitted in a timely or professional manner.

4. Permits and Approvals. The Developer shall have obtained such licenses, permits, and approvals of governmental authorities having jurisdiction as may be required for the lawful development of the Acquisition Site and the operation by Developer of an office, manufacturing, warehouse, and distribution facility for the conduct of Developer's business, including, without limitation, the following (to the extent required): subdivision approval, storm water drainage plan approval, curb cut permits, sign permits, site plan approval by the City of Pekin, Illinois Planning Board, and issuance of a building permit by the Building Department of the City of Pekin, Illinois (collectively "Permits and Approvals"); all such Permits and Approvals be final and not subject to appeal for reversal, and not subject to any condition or limitation which is unacceptable to the Developer in its sole judgment. Permits shall be issued within 2 working days of the approval of the plans and specifications.

5. Utilities. Developer shall have confirmed that natural gas, electric, water, sanitary sewer, storm sewer, telephone, and other utility facilities are available at the

boundaries of the Acquisition Site which are adequate to service the needs of Developer's Project, and all appropriate governmental, regulatory, administrative, and private utility company or approvals shall have been issued to allow Developer to connect to, tap into, and use such utility facilities conditioned solely upon the payment of reasonable tap-in fees and customary utility charges.

If by the end of the Inspection Period, Developer has not notified the City that either (i) all of the Contingencies have been satisfied, or (ii) any of the Contingencies which remain unsatisfied have been waived by Developer, then either party shall thereafter have the right to terminate this Agreement by giving written notice of such termination to the other, in which event, neither party shall have any further rights against the other under this Agreement. The City shall issue all applicable Occupancy Permits within 2 working days of the final inspection and approval.

D. **Delivery of Property Information.** Within five (5) business days after the full execution and delivery of this Agreement, the City shall deliver to the Developer copies of any environmental reports, existing surveys, soil borings tests results, engineering studies, GIS info (including topography and utilities) and other materials in the City's possession or under its control which pertain to the physical condition of the Acquisition Site.

E. **Developer's Right of Entry.** From and after the full execution and delivery of this Agreement, Developer, its officers, employees, agents, consultants, engineers, and designees shall have the right to enter upon the Acquisition Site to inspect the same and perform such tests

as may be reasonably required in order for Developer to satisfy the Contingencies. Developer shall release the City and shall indemnify and hold the City harmless from and against and any and all losses, liability, claims, damages, causes of action, costs, and expenses brought on account of injury to person or property or loss of life arising from or notice of entry by Developer, its officers, employees, agents, consultants, engineers, and designees on the Acquisition Site between the date of the full execution and delivery of this Agreement and the date of Closing.

F. **Delivery of Municipal Deed.** At Closing, on full payment of the Purchase Price and execution of this Development Agreement by the Developer, the City shall convey said the Acquisition Site to the Developer by municipal deed subject to the Permitted Exceptions, and subject to any acts of the Developer.

G. **Closing.** The closing of the transaction contemplated herein shall be held at the offices of the attorney for the City (at the address set forth in Section "15" below) at a mutually agreed upon date on or before July 15 2013, or at such other location and time as may be mutually acceptable to City and Developer (the "Closing Date" or the "Closing"). Time is not of the essence with respect to the time and date specified herein for Closing. However, either party shall have the right to make time of the essence with respect to the Closing, by giving at least ten (10) days prior written notice to that effect to the other party; provided that the date specified in any such notice making time of the essence with respect to Closing shall be on or after July 15, 2013.

H. **Taxes.** The City shall pay the general real estate taxes, if any, for the tax year 2013, payable in 2014, and for the tax year 2014, payable in 2015, on a prorated basis up to the date of closing hereunder. The Developer shall pay the general real estate taxes for the balance of the year 2015 and each year thereafter. Prorating shall be on the basis of the amount of the most recent ascertainable tax.

I. **Possession.** Developer shall be entitled to possession of said property upon payment of the Purchase Price and delivery of deed as herein provided.

J. **Option.** An agreement in the form attached is hereto Exhibit "D" (the Option Agreement) for the purchase of the property described as Lot 1A and Lot 2A (the Option Property) on or before the second (2nd) and forth (4th) anniversaries respectively of the Closing Date for a purchase price of Ten Thousand and 00/100 Dollars (\$10,000.00) per acre and the same general terms and conditions as set forth herein. Each option shall require an upfront payment of Five Thousand Dollars (\$5,000.00 and No Cents each of which such payment shall be credited at closing should purchase occur within the time parameters as stated above.

SECTION 5: DEVELOPER'S OBLIGATIONS AND RIGHTS.

A. **Conformance to Federal, State and Local Requirements.** All work with respect to the Project shall conform in all material respects to all applicable federal, state and local laws, regulations and ordinances, including but not limited to building codes, life safety codes, storm water retention and sewer codes, and the Prevailing Wage Act.

B. **Improvements Commencement and Completion Requirements.**

1. **Time Limitations.** Absent Unavoidable Delay (as hereinafter defined), the Developer shall commence the construction improvements referred to herein on or before September 1, 2013 (hereinafter referred to as "Commencement Date") and shall substantially complete construction of the improvements on or before August 30, 2014 (hereinafter referred to as "Completion Date"). For Purposes of this Agreement, the term "Unavoidable Delay" shall mean strikes, lockouts, casualties, acts of God, war, unavailability of material or labor, atypical governmental regulation or control, inclement weather that is an impediment to construction, atypical delays initiated by the City or other causes beyond the reasonable control of Developer. The Completion Date set forth above shall be extended for the amount of time of such Unavoidable Delays
2. **Commencements and Completion.** Developer shall cause construction of the improvements to be commenced and to be prosecuted with due diligence and in good faith and without delay. Developer shall cause the improvements to be constructed in a good and workmanlike manner in material compliance with the Site Plan and the Plans and Specifications approved by the Covenants Committee, and in material compliance with all applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities having jurisdiction over the Acquisition Site or the improvements to be constructed thereon, and will not cause, permit or allow any substantial deviations

from such approved Plans and Specifications without the prior written consent of the City.

C. **Use of Acquisition Site.** The Acquisition Site shall be utilized for construction and use by developer of an industrial/business building containing a minimum of 20,000 square feet of as an office, manufacturing, warehouse, and distribution facility for the conduct of Developer's business, or similar use and which will be occupied by the Developer. Any assignment of this Agreement to an entity other than Developer or an affiliate of Developer prior to the issuance by the City of a Certificate of Completion shall be subject to the prior written consent of the City. Use of the Acquisition Site shall be in accordance with applicable local, state and federal laws and regulations, including but not limited to storm water retention and sewer codes, and in accordance with the Riverway Business Park Covenants.

D. **Changes in Construction Plans.** If the Developer desires to make any substantial change in the construction plans which significantly affects the appearance, function, or structural integrity of the Project, the Developer shall submit the proposed change to the City for its approval. If the construction plans, as modified by the proposed change, conform to the requirements of the PUD and Riverway Business Park Covenants, meet all applicable legal requirements and do not create a substantial change in the nature or aesthetics of the Project, the City shall approve the proposed change and notify the Developer in writing of its approval; provided however, that, if such change is not so approved or rejected within ten (10) working days of receipt of the submission to the City by the Developer, such change will be deemed

approved.

E. **Contract Prohibitions.** Unless otherwise previously agreed by the City in writing or deemed approved in accordance with Section "5.D" above all contracts let by Developer or Developer's contractor in connection with construction of the improvements shall contain a prohibition against any material change in the plans involving a structural, square footage, design change or other substantial change without the City's prior written consent or deemed consent being had thereto; such consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that, if any such changes are not so approved or rejected within ten (10) working days of receipt of the submission to the City by the Developer, such change will be deemed approved.

F. **Responsibility For Construction.** It is expressly understood that the Developer shall bear the sole responsibility of ascertaining whether or not the construction work was done in an appropriate manner consistent with this Agreement and consistent with any other requirements of this Agreement. The Developer acknowledges and understands that the City shall not have any obligation whatsoever with respect to construction of the Project, it being the sole responsibility of the Developer.

G. **FIRPTA.** Developer shall cooperate and execute all documentation necessary to timely and fully comply with the provisions of the Responsible Property Transfer Act of 1988 as presently in effect or as periodically amended.

H. **Liability Insurance.** Developer or Developer's contractor shall procure

and deliver to City at Developer's or such contractor's cost and expense, and shall maintain in full force and effect until each and every of the obligation of Developer contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance in an amount not less than one Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000.00) Dollars in the aggregate annually; and, during any period of construction, Developer shall carry or cause its contractors to carry contractor's liability insurance, builder's risk insurance, worker's compensation insurance, all such policies to be in such form and issued by such companies as shall have been approved by the City to protect City and Developer against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy or certificate thereof shall contain an affirmative statement by the issuer to give written notice to the City at least 30 days prior to any cancellation or amendment of its policy.

SECTION 6: REPRESENTATIONS OF THE DEVELOPER. The Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. **Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any offering or disclosure statement made or to be made on behalf of the Developer or of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound, nor does the consummation of the

transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Project or upon any assets of the Developer or any related party under the terms of any instrument or agreement to which the Developer or any related party is now a party or by which the Developer or any related party is bound.

B. **Revenue Act Compliance.** Developer certifies pursuant to 65 ILCS 5/11-42.1-1 that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

SECTION 7: ADDITIONAL COVENANTS OF THE DEVELOPER.

A. **Sale of Acquisition Site.**

1. Developer represents and warrants that it will not, prior to the commencement of construction of the Project, except for the purpose of the securing a mortgage for the purpose of obtaining financing for the purchase of the Acquisition Site and the construction of the Project and for utility easements, make or create any total or partial sale, assignment, conveyance, lease, trust or power or any other transfer ("Transfer") of the Acquisition Site, or any portion thereof, or of this Agreement without the prior written consent of the City; provided, however, that as a condition of any such Transfer, the transferee must agree to be bound by the terms and conditions of this Agreement.

2. The City shall act reasonably and promptly in responding to any requests for Transfer under this **Section 8A**.

B. **Indemnification Covenants.** The Developer agrees for itself, its successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from any of the following, to the extent such claims arise between the date of this Agreement and the date on which the Certificate of Completion is issued by the City to the Developer: (i) the conduct or management of, or from any work or thing done on the Project, (ii) any breach or default on the part of the Developer or its successors and assigns in the performance of any of its obligations under this Agreement, (iii) any act of negligence of the Developer or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee, lessee or sublessee of the Developer, or any agents, contractors, servants, employees or licensees of any assignee, lessee or sublessee of the Developer, or (v) any violation by the Developer or any other person of state or federal securities law in connection with the offer and sale of limited partnerships in the Developer or any part of the Project (collectively, "Claims"). The Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such Claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such Claim shall be made or action brought based upon any such Claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such Claim or related action, the

Developer shall assume the defense thereof, including the employment of counsel reasonably acceptable to the City and the payment of all related costs and expenses. The City shall have the right to employ separate counsel in any such Claim-related action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Developer.

C. **Sale of Existing Properties.** Should the developer consolidate operations an advertise for the sale of existing properties at 400 Margaret Street, 102 Caroline Street, 514 North 5th Street and/or 602 North 5th Street (all in Pekin, Illinois) the City of Pekin shall have the First Right of Refusal to purchase those properties separately or collectively.

SECTION 8: EQUAL EMPLOYMENT OPPORTUNITY. The Developer, for itself and its successors and assigns, agrees that during the construction of the improvements provided for in this Agreement that the Developer will comply with all State and Federal Regulations regarding employment.

SECTION 9: FURTHER ASSISTANCE AND CORRECTIVE INSTRUMENTS.
The City and the Developer agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required from time to time, for carrying out the intention of or facilitating the performance of this Agreement.

SECTION 10: UNAVOIDABLE DELAY IN PERFORMANCE. For the purpose of any of the provisions of this Agreement, except with regard to payment of real estate

taxes as provided herein, neither the City, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the purchase of the Acquisition Site, the preparation of the Acquisition Site for development, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the purchase of the Acquisition Site or of the Developer with respect to construction of the improvements as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within 60 days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and request an extension of the period of enforced delay. Any such extension shall be in writing and signed by the parties hereto.

SECTION 11: EVENTS OF DEFAULT AND REMEDIES.

A. **Events of Default.** The following shall be events of default with respect to this Agreement:

1. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by the Developer, in writing and delivered to the City pursuant to this Agreement shall prove to be untrue or incorrect in any material respect as of the date made; or
2. Default in the performance or breach of any covenant, warranty or obligation of the Developer or the City in this Agreement, if such default continues for a period of ten (10) business days after notice of default has been given by the City to the Developer; provided, however, that, in the event and that the alleged breach of this Agreement is of such a nature that the same cannot be fully cured within a ten (10) business day period, then the Developer's failure to comply with this Agreement shall not be an enforceable event of default hereunder so long as the Developer commences the curing of such failure within said ten (10) business day period, and proceeds thereafter with diligence and in good faith to fully cure the same; or
3. The entry of a decree or order by a court having jurisdiction granting relief with respect to Developer in an involuntary case under the Federal Bankruptcy Laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its

affairs, provided any such decree or order remains unstayed and in effect for a period of 60 consecutive days; or

4. The commencement by the Developer of a voluntary case for relief under the Federal Bankruptcy Laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer's business or of any substantial part of its property, or the making by Developer of any assignment for the benefit of creditors or the failure of the Developer in furtherance of any of the foregoing.

B. **Remedies on Default.**

1. **Default in Construction of Improvements.** In the event Developer defaults under the provisions of **Section 5B** of this Agreement, Developer shall reconvey the Acquisition Site to the City, upon demand, by Deed, and the City shall refund to the Developer the Purchase Price. The issuance by the City of a Certificate of Completion to the Developer shall be conclusive evidence that the City has irrevocably waived its right to require the Developer to reconvey title to the Acquisition Site to the City under any circumstances.
2. **Injunctive Relief.** The parties agree and acknowledge that the remedy at law for any breach of the provisions of **Section 5C** of this Agreement will be

inadequate and the City, its successors or assigns, shall be entitled to injunctive relief against any such breach without bond. The injunctive relief shall not be exclusive, but shall be in addition to any other rights or remedies which the City may have for any such breach.

3. Notice of Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other, take immediate action to cure or remedy such default or breach, and, in any event, within 30 days after receipt of such notice. If such course of action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure or remedy such default or breach.
4. Non-limitation of Remedies. This section shall in no way limit the remedies of the City and Developer pursuant to the other sections of this Agreement and pursuant to law and equity in the event of default by either party.
5. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different

times, of any other such remedies for the same default or breach by the other part.

No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

C. **Agreement to Pay Attorney's Fees and Expenses.** In the event a party should default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement as provided herein, the losing party agrees that it will, on demand therefore, pay to the prevailing party the reasonable fees of such attorneys and such other expenses so incurred by the prevailing party with respect to the issues upon which the prevailing party has prevailed.

D. **No Waiver By Delay.**

1. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained so as to avoid

the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City, with respect to any other defaults by the Developer under this section or with respect to any defaults under any section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the City.

2. Any delay by the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the Developer with respect to any specific default by the city under this section be considered or treated as a waiver of the rights of the Developer, with respect to any other defaults by the City under this section or with respect to any

defaults under any section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the Developer.

SECTION 12: PROVISIONS NOT MERGED WITH DEED. None of the provisions of this Agreement are intended to, nor shall they be merged by reason of any deed transferring title to the Acquisition Site from the City to the Developer or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SECTION 13: CONFLICT OF INTEREST. No member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this Agreement shall apply.

SECTION 14: REAL ESTATE COMMISSIONS. Each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agent commissions in connection with this Agreement, and City and Developer each agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation or contract with City or Developer, respectively.

SECTION 15: NOTICES. All notices required and provided for in this Agreement shall be sent to the following parties on behalf of the City and the Developer.

To the City:

Laurie Barra
Mayor
City Hall
111 S. Capitol Street
Pekin, IL 61554

With copies to: Burt Dancey
Eliff Dancey and Bosich PC
109 S. 4th Street
Pekin, IL 61554

To Developer:

ENVIROSAFE
Randy Price
400 Margaret Street
Pekin, IL 61554

With copies to:

Richard P. Wherry
Attorney at Law
2980 Court Street
Pekin, IL 61554

All notices given in accordance with this Section shall be deemed to have been sufficiently given

if personally delivered or sent by nationally recognized overnight courier service (such as Federal Express, Airborne Express, etc.). Notices given in accordance with this Section shall be deemed to have been given (i) if personally delivered, upon delivery; or (ii) if sent by nationally recognized overnight courier service, one day after sending. Either party may, by written notice given in accordance with this Section, designate a different address or addresses to which such notices shall be sent.

SECTION 16: CONSTRUCTION OF AGREEMENT/VENUE. This Agreement shall be construed pursuant to 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, 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.

SECTION 17: COUNTERPARTS. If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

SECTION 18: TAX DEFERRED EXCHANGE. The City acknowledges that the Developer may wish to treat this transaction as a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Accordingly, the City agrees to cooperate with Developer's efforts to structure such an exchange. Should the Developer notify the City of its election to do so, this transaction shall

be structured and completed so as to constitute as to the Developer a nontaxable exchange of real property held for productive use in a trade or business or for investment within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. The City and the Developer agree to execute such additional riders to this Agreement or such other documentation as may be necessary to insure that the purchase satisfies the requirements of Section 1031. Notwithstanding the foregoing, the City's cooperation and compliance with this Section shall be at no additional expense or liability to the City. Any and all reasonable expenses related hereto shall be reimbursed to the City by the Developer within 30 days of receipt.

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

CITY

CITY OF PEKIN, an Illinois municipal corporation

By: _____
Its Mayor

ATTEST:

By: _____
It's City Clerk

DEVELOPER

ENVIROSAFE
An Illinois Corporation

By: _____
Randy Price

ATTEST:

By: _____
Its: _____

This Instrument Prepared By:
Burt Dancey
Corporation Counsel
109 So. Fourth St., P.O. Box 873
Pekin, IL 61555-0873 Telephone: (309) 346-4148

LIST OF EXHIBITS

Exhibit "A"	Legal Description of Acquisition Site
Exhibit "B"	Preliminary Rendering and Site Plan for Project
Exhibit "C"	Description of Enterprise Zone Benefits Description of TIF Benefits
Exhibit "D"	Option Agreement

EXHIBIT "A" TO DEVELOPER AGREEMENT

Legal Description of Acquisition Site

TRACT I Part of Lot [redacted] of Block [redacted] (Sale)

Part of Block

[redacted]
[redacted]
[redacted] being further described as follows:

A portion of [redacted] further described as follows:

Point of Beginning

[redacted]
[redacted]
[redacted] to the Point Of Beginning; Containing 10.00 acres, more or less.

TRACT II Part of Lot [redacted] of Block [redacted] (Option)

Part of Block

[redacted]
[redacted]
[redacted] being further described as follows:

A portion of [redacted] further described as follows:

Point of Beginning

[redacted]
[redacted]
[redacted] to the Point Of Beginning; Containing 5.00 acres, more or less.

EXHIBIT “B” TO DEVELOPER AGREEMENT

Preliminary Rendering and Site Plan for Project

EXHIBIT “C” TO DEVELOPER AGREEMENT

Description of Enterprise Zone Benefits

Description of Enterprise Zone Benefits

EXHIBIT “D” OPTION AGREEMENT



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Kurt Nelson Fire Chief

AGENDA ITEM: Proposal to approve Franchise Agreement with Advanced Medical Transport of Central Illinois and the City of Pekin

AGENDA DATE REQUESTED: June 24, 2013

ACTION REQUESTED: Approval of Agreement

DESCRIPTION: Franchise agreement between Advanced Medical Transport of Central Illinois(Ambulance Provider) and the City of Pekin for services that include (1) 10year agreement and 2 additional 5 year extensions for ambulance service for area that the City of Pekin Fire Department covers.

FINANCIAL IMPACT: \$40,000 sign on bonus and \$55,000 per year with 2.5% annual increases thereafter.

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED: Additional Dollars into the General Fund to help offset costs of Emergency Medical Services equipment and medication

IMPACT IF DENIED: Loss of additional funding to help offset the costs of Emergency Medical Services equipment and medication

ALTERNATIVES:

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

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

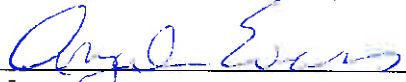
REQUIRED SIGNATURES

Department Director:

Date:

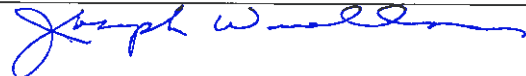

6/18/2013

Finance Department (Certification of Availability of Funds):

Date: 6-18-13 

Corporation Counsel:

Date:

City Manager: 

Date: 6/18/13

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH PEORIA HOSPITAL'S
NOBILE MEDICAL SERVICES, INC., d/b/a ADVANCED MEDICAL TRANSPORT OF
CENTRAL ILLINOIS**

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

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

WHEREAS, the City of Pekin desires to enter into a franchise agreement for the purposes of securing high quality ambulance services to the City of Pekin; and

WHEREAS, Peoria Hospital's Mobile Medical Services, Inc., an Illinois not-for-profit Company, d/b/a Advanced Medical Transport of Central Illinois, has been supplying such service to the citizens of Pekin; and

WHEREAS, both parties desire to enter into a franchise agreement respecting that service and its future, and providing for annual payments to the City of Pekin respecting the franchise agreement; and

WHEREAS the City Council finds and determines that it is in the best interests of the City of Pekin and its residents that the City enter into a franchise agreement with Peoria Hospital's Mobile Medical Services, Inc., an Illinois not-for-profit Company, d/b/a Advanced Medical Transport of Central Illinois.

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

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

SECTION II. That the City of Pekin shall enter into an agreement by and between itself and Peoria Hospital's Mobile Medical Services, Inc., an Illinois not-for-profit Company, d/b/a Advanced Medical Transport of Central Illinois as shown and the attached Exhibit A.

SECTION III. That the Mayor and the City Clerk are hereby authorized respectively for and on behalf of the City of Pekin to execute and attest such contract, and to execute the necessary documents as necessary to consummate the transaction.

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

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

SECTION VI. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2013; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT

Between

**PEORIA HOSPITALS' MOBILE MEDICAL SERVICES, INC., an
Illinois not-for-profit Company, d/b/a
ADVANCED MEDICAL TRANSPORT OF CENTRAL ILLINOIS**

And

CITY OF PEKIN, an Illinois Municipal Corporation

THIS AGREEMENT is entered into this ____ day of July, 2013 between PEORIA HOSPITALS' MOBILE MEDICAL SERVICES, INC., d/b/a ADVANCED MEDICAL TRANSPORT OF CENTRAL ILLINOIS (hereinafter "AMT") an Illinois not-for-profit corporation and the CITY OF PEKIN (hereinafter "City"), an Illinois Municipal Corporation.

WHEREAS, the Parties hereto recognize the importance of providing high quality ambulance service and first response to the citizens of Pekin, Illinois; and

WHEREAS, the Parties hereto recognize the importance of predictability and planning in the provision of ambulance service to the citizens of Pekin, Illinois; and

WHEREAS, the Parties desire to set forth between them their expectations regarding the provision of ambulance service and medical first response in the City of Pekin.

WHEREAS, the City of Pekin, the Pekin Fire Department (hereinafter "PFD") and AMT mutually agree to cooperate fully with each other to provide emergency medical service to all users of the 911 service and to commit to sustaining and enhancing the in-kind collaboration which will insure that the citizens of the City receive the emergency medical care and service that the two organizations can provide.

NOW, THEREFORE, in consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.(a) AMT shall have a non-exclusive franchise right to supply ambulance service within the area served by the Pekin, Illinois Fire Department and AMT shall in fact provide ambulance service within the same area. AMT shall maintain any and all licenses required for the operation of ambulance service at the Advanced Life Support level of service. Said ambulance service shall comply with the Illinois Medical Services Act, the rules and of the Illinois Department of Public Health 77 Ill. Adm. Code § 515.800 et seq., in calendar year 2013 or most current edition.

(b) AMT shall provide ambulance service to the entire area served by the Pekin, Illinois Fire Department, including any territory, which may be annexed to the City during the term of this Agreement. AMT shall provide the City with proof of licensing concurrent with execution of this Agreement, and within thirty (30) days of any change in its licensing status, and at least annually, AMT shall provide the City with copies of any applications or filings pertaining to licenses and renewals of licenses directly related to operations for the City of Pekin within thirty (30) days after they are filed.

(c) The City agrees that it will not grant a franchise right to any third party to supply ambulance service which would 1) serve less than the entire area served by the Pekin Fire Department and 2) with the same or greater service levels as provided by AMT. If such a franchise is granted by the City to a third party who provides any of the services contained herein to the City, AMT shall have the right to terminate this Agreement upon one-hundred-eighty (180) days with written notice to the City.

2. The City agrees that, for as long as AMT complies with this Agreement and maintains its national accreditation, it will not operate an ambulance service or engage in the business of transporting patients to or from hospitals or other trauma centers unless a state of emergency has been declared.

3. (a) AMT agrees for the purpose of this Agreement, that AMT's primary response area is the entire area served by the Pekin, Illinois Fire Department. Response times for life-threatening Priority 1 emergencies shall meet the expectations of the National Fire Protection Association (NFPA) requirements at the time this agreement is adopted. The Priority 1 response time standard is one (1) minute call processing time plus, one (1) minute turnout time plus eight (8) minutes en route for a total interval of (10) minutes at least 90% of the time. All other nonlife-threatening Priority 2 (without lights and sirens) responses shall meet a one (1) minute call processing time plus, one

(1) minute turnout time plus 10 (ten) minutes en route for a total interval of (12) minutes at least 90% of the time. This agreement does not supersede any current Mutual Aid agreements, and the City of Pekin Fire Department has the right to call on any neighboring transporting service should the need arise.

(b) The City of Pekin uses TazCom for dispatching service, and the City of Pekin Fire Department agrees to strictly apply the Emergency Medical Dispatch (EMD) protocols of the medical directors utilized by the City of Pekin Fire Department, TazCom and AMT, as revised from time to time to the dispatching of ambulances for all medical responses in the City of Pekin.

(c) The Parties agree to meet regularly with each other, and to request TPCCC/TazCom presence, in order to improve compliance with EMD protocols and to ensure their correct application.

(d) Emergency calls for which the ambulance fails to notify the ambulance dispatch center of their "on scene" time would be considered a failure to meet the required response time standards. However, automatic vehicle location records will be used to validate "on-scene" times and will provide acceptable documentation of response time results should the crew inadvertently fail to notify the dispatcher when "on-scene", or when the data messaging network experiences a weak signal and does not throughput the electronic message. System-wide loss of data sending operability will not be considered a failure to meet these requirements.

(e) The City of Pekin shall be provided access to AMT's AVL monitoring system at all times.

(f) It is agreed that the standardized time for the City of Pekin, TPCCC/TazCom and AMT's computer systems is the National Atomic Clock, which shall be synchronized at least daily. For any year AMT fails to meet the annual, cumulative response time measurement at least 90% of the time for Priority 1 calls, as determined by AMT's auditor, AMT would be assessed a penalty of \$25,000 per year.

(g) Any time that a firefighter is utilized as 'additional personnel' to accompany an AMT ambulance to an out of town hospital (any hospital other than Pekin Hospital); this shall be considered part of the collaboration desired by this agreement and no fee may be assessed to AMT, unless call-in is required to maintain minimum staffing levels. If that call-in occurs a fee of \$150 will be billed to AMT. If circumstances prevent AMT from returning the

Firefighter to their station immediately following the transport, AMT will make arrangements to transport by private means the City's employee back to their station within one hour at its cost.

4. AMT agrees that the emergency contact number is 9-1-1 and will notify as soon as practicable the ECC on all medical calls where the agreed upon Emergency Medical Dispatch (EMD) protocol recommends fire and/or police response. All calls for service should be directed to 9-1-1. AMT agrees to follow the 911 Ordinance #2358.

5. AMT is accredited by the Commission on the Accreditation of Ambulance Services (CAAS). AMT agrees to maintain said accreditation and to notify the City within (30) thirty days of any change in its accreditation status.

6. If AMT fails to provide any report required by this Agreement within (30) thirty days of the due date of that report, AMT shall be assessed a penalty for each violation, in the amount of \$100 per day thereafter, until that report is received by the City of Pekin. AMT shall make payment of the total amount to the City of Pekin, within 30 (thirty) days of receipt of penalty assessment.

7. The Parties acknowledge that AMT interacts with various City departments on a regular basis. The Parties agree to negotiate in good faith to resolve issues that may arise between them during the pendency of this Agreement. Nothing in this Agreement, however, prohibits either Party from negotiating or entering into a contract with the other Party regarding the provision of service to the other.

8. This Agreement between AMT and the City may not be transferred or assigned, in any manner, without the express written consent of the City of Pekin. The City shall have a reasonable time to conduct its due diligence if a new provider and proposed assignee is presented to it, and does not need to make its decision until that reasonable due diligence has been completed, and the new provider meets all the expectations of the City of Pekin. The consent of the City may not be unreasonably withheld by it. If AMT is sold, subject to the above provision, AMT shall notify the City of the proposed and requested assignment of this agreement, by sending written notice, at least thirty (30) days prior to any proposed transfer of its intent to assign said agreement.

9. This Agreement shall be for an initial (10) ten-year term with two (5) five year options. After the ten-year term, this agreement may be terminated by

either party, provided written notice of said intention to terminate is received at least one year prior to January 1st of the year in which the party intends to terminate the agreement. After said notice is received, the agreement will terminate (12) twelve months after written notice to the other of its intent to terminate the agreement. Said termination shall become effective twelve months after it is delivered to the other party, and in accordance with the above provision.

10. Notices to the City shall be sent as follows:

City Manager and Corporation Counsel
City of Pekin
111 South Capitol Street
Pekin, IL 61554-4108

With copy to:
Fire Chief
City of Pekin Fire Department
3232 Court Street
Pekin, IL 61554

Notices to AMT shall be sent as follows:

Andrew Rand
Chief Executive Officer
Advanced Medical Transport
1718 North Sterling Avenue
Peoria, IL 61604

With a copy to:

Stephen M. Morris
Howard, Habecker & Morris, LLC
456 Fulton Street, Suite 398
Peoria, IL 61602

11. (a) AMT shall replace on a one-for-one basis at the time and place of the incident or call certain disposable supplies, (excluding drugs, medications and intermediate or advanced life support materials that are not listed on the ATTACHMENT) used by the City of Pekin Fire Department in providing

direct care and treatment of individuals. The fire department will provide AMT's personnel with a written list of materials to be re-supplied.

(b) If it is not in the best interest of the patient or crew member to replace these materials at the time of the call, then AMT agrees to supply them to Pekin Fire Headquarters within five business days of receipt of a material's used list. A list of these supplies is found in Exhibit A. Annually, the parties agree to revise Exhibit A to reflect changes in practices or materials used.

12. TPCCC has an agreement with AMT to provide dispatch services to AMT. Commencing on July 1, 2013 AMT shall pay the City the sum of forty thousand dollars (\$40,000) as one time bonus at the signing of this agreement; and in addition, AMT shall pay the sum of Fifty-five thousand dollars (\$55,000.00) to the City, per year, in 12 monthly installments, as and for its annual franchise fee, which fee shall be due and payable no later than the last day of each month. The \$55,000 per year franchise fee shall be increased beginning in 2014 by a 2.5% increase, and each year thereafter. This annual franchise fee is in addition to the annual dispatching fees paid directly to TPCCC through that existing agreement. Any adjustments made to that agreement or the related fees are separate from this agreement.

13. AMT shall provide an annual response time report and audit. The first audit shall be for the period beginning July 1, 2013 and ending December 31, 2013, and hereinafter annually. Said audit shall be due no later than one hundred eighty (180) days from the close of the calendar year, unless agreed to by the parties. AMT shall exclusively select an auditor for this purpose, which currently is provided by Clifton Gunderson-Peoria. AMT shall bear the full cost of these audit services. AMT will not hinder or delay in any way and will work with the City of Pekin, to advance to the first responder-non transport Advanced Life Support Level should the City of Pekin Fire Department have that intention. If the City of Pekin Fire Department is training to become Advanced Life Support for the purpose of not renewing this agreement, then the parties agree to negotiate conditions for training, operations and other matters as may be appropriate.

14. In the event that any provision of this Agreement is rendered invalid or unenforceable by an Act of Congress or the Illinois Legislature, or by any regulation duly promulgated by the officers or any agency in the United States or the State of Illinois acting in accordance with the law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall, subject to the foregoing, remain in full force and effect.

In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void in accordance with the aforementioned provisions or the EMS Medical Directors' advises the parties of the necessity of amending the Agreement and the removal of the provision or the necessary amendment has the effect of materially altering the obligations of either in such a manner as, in the judgment of the party affected or will cause such party to act in violation of its corporation Articles or By-Laws, the party so affected shall have the right to terminate this Agreement upon one-hundred-eighty (180) days prior written notice to the other party.

15. The City of Pekin may terminate this agreement if it finds AMT fails to cure or remedy within ninety (90) days of any failure to operate its ambulance service business in accordance with all applicable laws and regulations and this agreement as determined by the EMS Medical Director. For purposes of this Paragraph, a decision by the EMS Medical Directors are not final until all applicable appeals have been exhausted. If a conflict arises between AMT and City of Pekin, both parties will meet to come to an amicable resolution with fourteen (14) days of the problem being known and submitted in writing to both parties.

16. The City of Pekin enters into this Agreement for the purpose of receiving a franchise fee for allowing AMT to provide ambulance service to the area served by the Pekin, Illinois Fire Department. Nothing contained herein is intended to waive any defense available to either Party and it is expressly intended that the City of Pekin is entitled to raise any defense available to it by statute. Provisions of this Agreement are not intended to establish any additional duties or responsibilities beyond the statutory duties of either Party. This Agreement is not intended as a third party beneficiary agreement for any other party.

17. The Parties agree to cooperate to create necessary operating standards and protocols within twelve (12) months of the date of this Agreement.

18. The Parties agree to meet on a semi-annual basis, or more frequently, to foster the positive spirit envisioned for the parties to this agreement.

19. Separate to this Agreement, the City of Pekin will sell diesel fuel to AMT at its cost and AMT will directly reimburse the City of Pekin, accordingly.

20. AMT provides expert demand modeling services through a statistical program of systems status management. AMT agrees to staff between 2 and 3 ALS ambulance crews for the purpose of providing the services described in this agreement. The described staffing levels are expected to fluctuate as predicted demand for services is met. If AMT is not able to add additional crews to the CITY for emergency medical response, as may be necessary from time to time, AMT will notify the City Fire Department. The CITY agrees that by measuring the response time performance as described in paragraph 3, AMT is providing the staffing plan necessary to ensure the intended performance desired.

**City of Pekin,
an Illinois Municipal Corporation**

By _____
Laurie Barra, Its Mayor

Dated _____

**Peoria Hospitals' Mobile Medical Service, Inc., an
Illinois not-for-profit Company, d/b/a
Advanced Medical Transport of Central Illinois**

By _____
Andrew Rand, Its CEO

Dated _____

EXHIBIT A

Cervical Collars

Oxygen Masks

Nasal Cannulas

Bag Valve Mask

Defibrillation Patches (as required by the Pekin Fire Department) Medtronics

Electrodes

Airways and endotracheal Tubes

King Airway's

Glucagon Injector's

EPI- Pens

Standard Medications as agreed upon by both parties from time to time.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner

AGENDA ITEM: Annual Joint PPUATS Funding Agreement

AGENDA DATE REQUESTED: June 24, 2013

ACTION REQUESTED: Approve the annual Joint PPUATS Funding Agreement in the amount of \$12,098.69 with the Tri County Regional Planning Commission.

DESCRIPTION: The City of Pekin has been a member of the Peoria-Pekin Urban Area Transportation Study (PPUATS) for many years. This benefits us in being associated with a Metropolitan Planning Organization (MPO), Tri County Regional Planning Commission, which is eligible for Federal Study and Construction funding through the State of Illinois. Over the years, for our small agreement fee, we have received over \$5 million dollars for numerous projects that have enabled us to expand our road systems, planning studies, and other tasks with Federal funding. The \$12,098.69 is our share of the funding required for the 20% match of the operational expenses of the MPO. I believe that this is a great investment that has already and continues to pay good dividends.

Funding for this is an allowable expense under the MFT guidelines and the attached Resolution for the use of MFT is attached for approval also.

I recommend that the agreement be approved. There is an associated resolution to use MFT funds for this agreement.

FINANCIAL IMPACT: \$12,098.69 from the MFT funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Continued access to available Federal Highway funding

IMPACT IF DENIED: Loss of the access to Federal Highway funding

ALTERNATIVES: N/A

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

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



TRI-COUNTY REGIONAL PLANNING COMMISSION

211 FULTON STREET • SUITE 207 • PEORIA, IL 61602

PHONE: 309-673-9330 • FAX: 309-673-9802

www.tricountyrpc.org

July 1, 2013

Honorable Laurie Barra
City of Pekin
111 South Capitol
Pekin, Illinois 61554

Dear Mayor Barra:

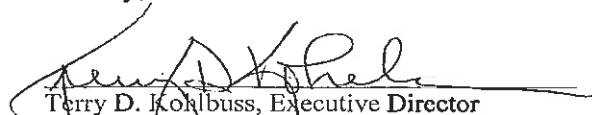
The Peoria/Pekin Urbanized Area Transportation Study (PPUATS) Policy Committee and the Tri-County Regional Planning Commission have approved the format assessment funding levels to provide the local match for the FY 2014 transportation planning and highway project funding process.

It is requested that your unit of government place the Agreement on your next agenda for consideration. The period covered by the Agreement begins July 1, 2013, and extends to June 30, 2014. Your representatives on the PPUATS Technical and Policy Committees can advise you on the Agreement, or if you desire, I will be available to answer any questions you or your board may have.

I have attached two (2) copies of the Agreement as already signed by the Chairman of the Tri-County Regional Planning Commission and the Chairman of the Peoria/Pekin Urbanized Area Transportation Study Policy Committee. Please sign both copies and return one to me. Also attached is an invoice for your unit of government's share of the FY 2014 PPUATS local match of the Federal Transportation Planning, Federal Transit Administration (FTA) Section 5303, and FTA Section 9 funds.

Thank you for your continued support of our area transportation planning program. If you have any questions, please contact me at (309) 673-9330 or tkohlbus@tricountyrpc.org

Sincerely,


Terry D. Kohlbus, Executive Director
Tri-County Regional Planning Commission

TDK:lla
Enclosures

INVOICE

Tri-County Regional Planning Commission
211 Fulton Street, Suite 207
Peoria, Illinois 61602
309-673-9330
Fax 309-673-9802

SERVICE FOR:
CITY OF PEKIN

INVOICE NUMBER 2013-07
TAX NUMBER 37-6020231
JOB DESCRIPTION Fund 2014
DATE July 1, 2014

BILL TO:
City of Pekin
111 South Capital
Pekin IL 61554

DATE	SERVICE DESCRIPTION	YEAR	SHARE	TOTAL
07/01/13	City of Pekin's Share per Joint Funding Agreement Annual Element FY 2014 Peoria/Pekin Urbanized Area Transportation Study	1	\$12,098.69	\$12,098.69
MAKE CHECK PAYABLE TO: TRI-COUNTY REGIONAL PLANNING COMMISSION				\$12,098.69

**RESOLUTION 13-70
JOINT PPUATS FUNDING AGREEMENT
ANNUAL ELEMENT OWP FY 2014**

This agreement is hereby entered into by the members of the participating agencies and the Tri-County Regional Planning Commission as the designated MPO under Section 134 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for the Peoria/Pekin Urbanized Area transportation planning process. It is intended to set forth the procedures and methods agreed upon to provide sufficient local matching funds enabling the Peoria/Pekin urbanized area to receive approximately \$467,507 in Federal Planning (PL) funds, \$143,112 in Federal Transit Administration (FTA) Section 5303 planning funds \$3,800 in FTA Section 5307 planning funds. All funding sources require a 20% local match; requiring a total local match of \$153,605.00 for Fiscal Year 2014. It is further agreed that the Greater Peoria Mass Transit District provides the FTA Section 5307 funds as a pass through membership fee for participation in the planning process.

The federal planning funds, FTA funds and local matching monies will be utilized for the work and services performed in accordance with the Overall Work Program for Fiscal Year 2014. The work and services and their associated costs as contained in the Overall Work Program were adopted by both the PPUATS Policy Committee and the Tri-County Regional Planning Commission.

Each participating agency identified herein, hereby agrees to pay its entire share to the MPO (Tri-County Regional Planning Commission) not later than November 1, 2013. The MPO is hereby designated to deposit local funds in a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate work tasks designated in the Overall Work Program to the responsible agency. The MPO shall make a monthly report to the PPUATS Policy Committee accounting for the expenses incurred on the work tasks identified in the Overall Work Program. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local matching money for FY 2014 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2012.

Agency	Local Agency Share
Peoria County	33,386.23
Tazewell County	30,746.86
City of Peoria	40,811.71
Pekin	12,098.69
East Peoria	8,304.50
Morton	5,772.55
Washington	5,370.49
Peoria Heights	2,184.54
Bartonville	2,296.32
West Peoria	1,581.98
Creve Coeur	1,934.36
Woodford County	9,116.77
TOTAL	153,605.00

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Bartonville	2,296.32
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Creve Coeur	1,934.36
Woodford County	9,116.77
TOTAL	153,605.00



BE IT RESOLVED, by the _____ Council _____ of the _____
 _____ City _____ of _____ Council or President and Board of Trustees _____
 _____ City, Town or Village _____ of _____ Pekin _____ Illinois
 that the following described street(s) be improved under the Illinois Highway Code:

BLR 09111 (Rev. 11/06)



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Intergovernmental Agreement for the Municipal Maintenance of State Highways for FY14.

AGENDA DATE REQUESTED: June 28, 2013

ACTION REQUESTED: Accept and approve the intergovernmental agreement with IDOT for the maintenance of the state highways through the City of Pekin.

DESCRIPTION: This agreement with IDOT reimburses the City for the maintenance of the portions of state highways that run through town. It covers the costs for snow removal and minor maintenance. The price is adjusted annually to reflect increases in costs for labor and materials. The City has had this agreement for many years and for the most part it has covered the costs to have Street Department personnel cover the work.

I recommend that the agreement be accepted and approved in the amount of \$88,470.17 for FY14.

FINANCIAL IMPACT: Income to cover the cost of snow removal and minor maintenance of the state highways.

NEIGHBORHOOD CONCERNS: allows for quick response of snow removal and repairs

IMPACT IF APPROVED: City will continue to perform the snow removal and maintenance

IMPACT IF DENIED: City will wait until IDOT comes to do the snow removal and maintenance

ALTERNATIVES: None

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

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



Illinois Department of Transportation

Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

May 28, 2013

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

Dear City Clerk:

The State of Illinois, acting through its Department of Transportation, entered into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality. This agreement is extended by mutual agreement between this Department and your municipality in 12-month increments through June 30, 2015.

A new computation sheet(s) for FY 2014 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 5.61. The computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The Department will reimburse your municipality \$88,470.17 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement.

If you have any questions or concerns regarding this information, please contact Cliff Williams, Services and Development Technician, at (309) 671-4485.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Joe Crowe', written over the typed name and title.

Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

CW:bh\ls:\gen\winword\serv&dev\fy14maintenance agreement 2013\pekin.docx

Enclosure

cc: File

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CITY OF PEKIN

For the Period
Beginning July 1, 2013 Ending June 30, 2014

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY 14																	
ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADT	ADT/ LANES	SOURCE	RATE PER ADJ. LN. MI.	FACTOR	ROUTE TOTALS
ILL 9		One Way EB															
		Margret	Second	Sixth	40' & var	C/S	28	3 of 3	left/center	2434	1.38	6450	2150	2011	502	5.81	\$3,888.38
ILL 9		Margret	Sixth	court & Eighth	40' & var	C/S	30	2 of 2		1078	0.42	7850	3925	2011	539	5.81	\$1,269.99
		One Way WB															
ILL 9/29		Eight	court	Broadway	60'	C/S	30'	2 of 4	Center	300	0.11	8700	4350	2011	570	5.81	\$351.75
		Eight	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	All	300	0.11	8700	4350	2011	570	5.81	\$351.75
		Ann Eliza	Eight	Fifth	30'	C/S	30'	2 of 2	All	1253	0.48	5900	2950	2011	497	5.81	\$1,338.32
		Ann Eliza	Second	Fifth	38'	C/S	24'	2 OF 3	left/center	1854	1.05	7567	3784	2011	644	5.81	\$3,793.48
ILL 9		Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	3650	1217	2011	577	5.61	\$453.18
		Two-Way															
ILL 9		Court	Eight	160' W. of Hilltop rd.	52'	C/S	10' & 11'	5 of 5	Center	10810	10	18025	3805	2011	563	5.81	\$31,584.30
		Court	160' W. of Hilltop Drive	TR83A (Mail Rd.)	52'	C/S	10' & 11'	2 of 4	Center	6072	2.3	18487	9234	2011	705	5.81	\$9,096.82
		Court	300' W. of Hwy	300' W. of College Grove Ave.			4' & var	C & G		600	0.11			2011	330	5.81	\$203.64
		Court	160' W. of Hilltop Drive	TR83A (Mail Rd.)			4' & var	C & G		6072	1.15			2011	330	5.81	\$2,129.00
		Court		Valle Vista			12	1		186	0.04	23000	1610	2011	285	5.81	\$59.47
		Court		Oil			12 var	3		430	0.24	18900	2820	2011	255	5.81	\$343.33
		Court		Valle Vista			12 var	2		283	0.11	18800	1880	2011	255	5.61	\$157.36
		Court		Barney Dr.			12 var	3		583	0.33	16800	1692	2011	257	5.61	\$475.78
		Court		Oil			12 var	2		237	0.09	18800	752	2011	257	5.61	\$129.78
		Court		Barney Dr.			12 var	3		824	0.354	16200	4860	2011	288	5.81	\$528.26
ILL 29		Court	Veterans	Barney Dr.	12 var		12 var	3		555	0.315	16200	12150	2011	288	5.81	\$508.94
		Court	E of Veterans	Veterana	12 var		12 var	1	Center	306	0.08	6700	1005	2011	288	5.81	\$96.94
		Second	Koch	3rd street connection	40'	C & S	24'	3 of 3		4900	2.79	12768	4256	2009	578	5.81	\$9,082.45
		Second	N of Derby				12'	1		210	0.04	12800	1800	2011	285	5.81	\$83.95
		Second	S. of Derby				12'	1		200	0.04	12700	1524	2009	285	5.81	\$63.95
		Second	3rd St connection	Washington	var	C & S	10'-12'	4 of 4		500	0.38	6300	1575	2011	360	5.81	\$767.45
		Second	Franklin	3rd St.	var		4' & var	raised		1000	0.19			2011	330	5.81	\$351.75
		Second	Washington	Franklin			21'	1		200	0.04	8300	441	2011	325	5.81	\$72.93
		Second	Franklin	Margaret			10'-12'	4		500	0.38	8300	1575	2011	442	5.81	\$942.26
		Second	Margaret	Ann Eliza			12'	3 of 3		2550	1.45	12700	4233	2009	438	5.81	\$3,562.81
ILL 9		Second	Margaret	Court St.	40'	C & S	12'	3 of 3		220	0.13	3600	1200	2011	352	5.81	\$256.71
		Second					12'	1		250	0.05	8100	1830	2011	500	5.81	\$140.25
		3rd st.	2nd st connection	Margaret	30'	C & S	12'	2 of 2		2940	1.11	6900	3450	2011	542	5.81	\$3,375.09
		3rd st.	3rd st.	Margaret			12'	1		150	0.03	8900	2070	2011	375	5.61	\$63.11
		3rd st.	Ann Eliza	Ann Eliza			12'	2 of 2		220	0.08	4900	2450	2011	535	5.61	\$240.11
		Fifth	Ann Eliza	Charlotte	40'	C & S	36'	3 of 3		1578	0.9	11450	3817	2011	560	5.81	\$2,827.44
		Fifth	Charlotte	Eight			38'	3 of 3		513	0.29	11450	3817	2011	560	5.81	\$911.06
		Fifth	Margaret	Ann Eliza			24'	2 of 2		200	0.08	8700	4350	2011	580	5.81	\$260.30
		Fifth	S of Ann Eliza				10	1		100	0.02	8700	1740	2011	385	5.81	\$43.20
		Fifth	N of Margaret				10'	1		100	0.02	8700	1305	2011	545	5.81	\$61.15
		Fifth	Elgirth	Ann Eliza	60'		10' & var	flush		2164	0.41			2011	165	5.81	\$378.52
		Elgirth	Fifth	4th of College Ave.		C & S	58'	5 of 5		3700	3.5	18850	3770	2011	421	5.81	\$9,266.34
									TOTAL	Lane miles	30.719				Total amount		\$88,470.17



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk, Finance Dept., City Attorney, City Manager, Assistant City Manager

From: Pamela Anderson, Community Development Director

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

AGENDA DATE REQUESTED: June 24, 2013

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

DESCRIPTION: This is a one (1) year renewal contract for the CDBG Rehab Coordinator position with the Pekin Housing Authority. The City of Pekin has participated with the Pekin Housing Authority for the last eight years. This contract is from May 1, 2013 to April 30, 2014.

FINANCIAL IMPACT: The expense of the contract is \$2,312.50 a month, which is budgeted within the current fiscal year (\$27,500 annually).

NEIGHBORHOOD CONCERNS: n/a

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

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

ALTERNATIVES: The City could hire a part-time employee for the rehab program duties.

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

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

REQUIRED SIGNATURES

Department Director: *Pamela Anderson*

Date: 6/6/13

Finance Department (Certification of Availability of Funds):

Date: 6-6-13 Angela Evans

Corporation Counsel:

Date:

City Manager: Joseph Wallman

Date: 6/6/13

HOUSING REHABILITATION CONSULTING CONTRACT

This contract is made and entered as of the first day of May, 2013, by and between the CITY OF PEKIN, an Illinois municipal corporation ("Pekin"), having an office at 111 S. Capitol Street, Pekin, Illinois 61554, and the Housing Authority of the City of Pekin ("Consultant") having an office at 1901 Broadway Road in Pekin, Illinois.

Article 1 Statement of Work

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

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

Article 2 Contract Price

Upon submission of invoices by Consultant as required herein, Pekin shall pay Consultant for the performance of this Contract at a rate of \$ 2,312.50 per month (\$ 27,500 annually).

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

Article 3 Billing and Payment

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

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

Article 4 Duration

This Contract applies to all work performed by Consultant which is described in Exhibit A, and shall terminate on whichever is earlier of April 30, 2014, or the date as of which Pekin notifies Consultant in writing that its services under this contract have been completed.

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

Article 5 Representatives

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

Consultant's Representative is:

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

Pekin's Representative is:

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

Article 6

Title to Material

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

Article 7

Confidential Information

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

Article 8

Consultant's Information

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

Article 9

Relationship

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

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

Article 10

Indemnity

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

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

Article 11

Insurance

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

Article 12

Records

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

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

Article 13

Assignment and Subcontracting

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

Article 14

Compliance with Law

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

Article 15

Safety and Health

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

Article 16

Written Notice

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

Article 17

Waiver

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

Article 18

Severability

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

Article 19

Survival of Obligation

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

Article 20
Choice of Law and Venue

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

Article 21
Captions

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

Article 22
Entire Agreement

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

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

HOUSING AUTHORITY OF
THE CITY OF PEKIN

CITY OF PEKIN, an Illinois
municipal corporation

Dennis D. Green, Executive
Director

Signature

Joe Wuellner, City Manager
Name & Title

ORDINANCE NO. 1462-A325 – 13/14

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS
ON LAWDALE AT N. 13TH STREET**

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

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

WHEREAS, the Traffic Safety Committee reviewed concerns of the uncontrolled T-section of Lawndale and N. 13th Street, at the meeting on June 7, 2013; and

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that vehicles northbound on Lawndale be required to stop before turning onto N. 13th Street; and

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following Stop Control:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>Direction</u>
Stop	Lawndale	N. 13 th Street	north

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2013; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2013

Mayor

ATTEST:

City Clerk



ORDINANCE NO. 2683-13/14

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 1, SECTION 6-1-1 B.
REGARDING COMPOSITION OF THE PEKIN POLICE DEPARTMENT**

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

WHEREAS, it is necessary for the health, safety and welfare of the City to change the number of authorized personnel within the Police Department of the City; and

WHEREAS, it is in the best interests of the City of Pekin to amend the City Code regarding the composition of the Police Department.

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

1. Title 6, Chapter 1, Section 1 B. of the Pekin City Code shall be deleted in its entirety and the following inserted in its place:

B. There shall be within the Police Department the following classification of ranks and number of persons within the various ranks in order of their superiority which shall be as follows:

One (1) Chief of Police
Two (2) Deputy Chiefs
Four (4) Lieutenants
Seven (7) Sergeants
Forty-three (43) Patrol Officers

In case of a vacancy in any office or position herein designated, neither the Chief of Police nor the City Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefor.

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2013; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ____ day of _____, 2013

MAYOR

ATTEST:

CITY CLERK

CHAPTER 1

POLICE DEPARTMENT

SECTION:

- 6-1-1: Composition of Department
- 6-1-2: Chief of Police; Deputy Police Chief
- 6-1-3: Department Members
- 6-1-4: Witness Fees
- 6-1-5: Rules and Regulations

6-1-1: COMPOSITION OF DEPARTMENT:

- A. There shall be a Police Department which shall be an executive department of the City.
- B. There shall be within the Police Department the following classification of ranks and number of persons within the various ranks in order of their superiority which shall be as follows:

One (1) Chief of Police
Two (2) Deputy Chiefs
Four (4) Lieutenants
Seven (7) Sergeants
Forty-two (42) Patrol Officers

In case of a vacancy in any office or position herein designated, neither the Chief of Police nor the City Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefor. (Ord. No. 2286 3/25/02) (Ord. No. 2348 11/10/03) (Ord.No. 2479 06/26/06)

6-1-2: CHIEF OF POLICE; DEPUTY POLICE CHIEF:

- A. Office; Appointment:
 - 1. There is hereby created the Office of Chief of Police. The Chief of Police shall be appointed by the Manager.
 - 2. In the appointment of a new Chief of Police, preference shall be given to members of the Police Department of the City in consideration for such appointment.

ORDINANCE NO. 2684-13/14

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 2
OF THE CODE OF THE CITY OF
PEKIN 1995 ON RETAIL THEFT**

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to
amend the City Code to include Retail Theft to the Offenses/Misdemeanor Code; and

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

1. That Chapter 6, Section 2, paragraph 7-6 shall be amended by adding RETAIL
THEFT to the City Code and shall read as follows:

6-2-7-6 RETAIL THEFT OF PROPERTY, THE FULL RETAIL VALUE OF WHICH
DOES NOT EXCEED \$150.00.

RETAIL MERCANTILE ESTABLISHMENT: Any place where merchandise is displayed,
held, stored, or offered for sale to the public.

THEFT DETECTION SHIELDING DEVICE: Any laminated or coated bag or device
designed and intended to shield merchandise from detection by an electronic or magnetic theft alarm
sensor.

THEFT DETECTION DEVICE REMOVER: Any tool or device specifically designed or
intended to be used to remove any theft detection device from any merchandise.

Offense: The offense of retail theft of property, the full retail value of which does not exceed \$150.00, is committed when a person knowingly:

1. Takes possession of, carries away, transfers or causes to be carried away or transferred, any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment with the intention of retaining such merchandise or with the intention of depriving the merchant of the possession, use or benefit of such merchandise without paying the full retail value of such merchandise; or
2. Alters, transfers, or removes any label, price tag, marking, indicia of value or any other markings which aid in determining value affixed to any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment and attempts to purchase such merchandise personally or in consort with another at less than the full retail value with the intention of depriving the merchant of the full retail value of such merchandise; or
3. Transfers any merchandise displayed, held stored or offered for sale, in a retail mercantile establishment from the container in or on which such merchandise is displayed to any other container with the intention of depriving the merchant of the full retail value of such merchandise; or
4. Causes the cash register or other sales recording device to reflect less than the full value of the merchandise; or
5. Removes a shopping cart from the premises of a retail mercantile establishment without the consent of the merchant given at the time of such removal with the intention of depriving the merchant permanently of the possession, use or benefit of such cart; or
6. Represents to a merchant that he/she or another is the lawful owner of property knowing that such representation is false, and transfers or attempts to transfer that property to a merchant who is the owner of the property in exchange for money, merchandise credit or other property of the merchant; or
7. Uses or possesses any theft detection shielding device or theft detection device remover with the intention of using such device to deprive the merchant of the possession, use or benefit of any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment without paying the full retail value of such merchandise; and the value of the item or items is less than the amount listed as a misdemeanor in 720 ILCS 5/16A-10.

Presumptions: If any person conceals upon his or her person or among his or her belongings, unpurchased merchandise displayed, held, stored or offered for sale in a retail mercantile establishment and removes that merchandise beyond the last known station for receiving payments for that merchandise in that retail mercantile establishment such person shall be presumed to have

possessed, carried away or transferred such merchandise with the intention of retaining it or with the depriving the merchant of the merchandise without paying the full retail value of the merchandise.

Detention: Any merchant who has reasonable grounds to believe that a person has committed retail theft may detain such person, on or off the premises of a retail mercantile establishment, in a reasonable manner and for a reasonable length of time for all or any of the following purposes:

1. To request identification;
2. To verify such identification;
3. To make reasonable inquiry as to whether such person has in his possession unpurchased merchandise, and to make reasonable investigation of the ownership of such merchandise;
4. To inform a peace officer of the detention of the person and surrender that person to that custody of a peace officer;
5. In the case of a minor, to inform a peace officer, the parents, guardian or other private person interested in the welfare of that minor of this detention and surrender custody of such minor to such person.

A merchant may make a detention as permitted herein off the premises of a retail mercantile establishment only if such detention is pursuant to an immediate pursuit of such person.

2. That Chapter 6, Section 2 paragraph 12g shall be amended by adding RETAIL THEFT to the list of OFFENSES INVOLVING PROPERTY and shall read as follows:

6-2-7-6	RETAIL THEFT OF PROPERTY, THE FULL RETAIL VALUE OF WHICH DOES NOT EXCEED \$150.00.	\$250.00
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BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2013; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING : _____

APPROVED this ____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK