



City of Pekin

REGULAR COUNCIL MEETING MONDAY, JUNE 14, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Rusty L. Dunn

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: Motion to approve minutes of Regular Council Meeting of May 24, 2010.

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes: Police Report May, 2010,** Fire Report May 2010, Traffic Safety Committee Minutes June 3, 2010, unapproved Liquor Commission Minutes May 27, 2010, Building Department Reports March 2010, and Tazewell County Animal Control May Report.
- 2. Charitable Solicitation:** Midwest Central High School Cheerleaders Boosters June 19, 2010
Pekin American Youth Basketball Tour
Pekin Amateur Hockey "Tag Day" July 2 – July 3, 2010
Charles Hill Benefit
- 3. Receive and File** Library Annual Report
- 4. Resolution No. 54-10/11 -** Annual Prevailing Wage

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII.

NEW BUSINESS

- 1. Installation of HAWK Traffic Light @ Coal Miners** (JW)
DESCRIPTION: Approves starting the process for design, bid, and installation of a crossing signal that will stop Parkway traffic with a red light. Support received from Park District and School District.

ACTION: Motion to approve.

VOTE REQUIRED
- 2. Sempra Energy Solutions Electric Power Agreement** (JW)
DESCRIPTION: Authorizes the City Manager to negotiate a modification to the current Electric Power Agreement with Sempra Energy Solutions to improve the price paid for the power.

ACTION: Motion to approve.

VOTE REQUIRED
- 3. Ordinance No. 2622-10/11 – Amending Title 6-2-13 of the Code of the City of Pekin 1995 Regarding Offences/Misdemeanors Presence on Riverfront Area or West Boat Ramp** (TM)
DESCRIPTION: regulates hours of “presence” on the riverfront from 10:00 p.m. to 5:00 a.m. to curtail criminal activities yet maintain access for fishermen and boaters.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
- 4. Ordinance No. 2621-10/11 – Amending Title 6- of the Code of the City of Pekin 1995 Regarding NO PARKING SCHEDULE** (TM)
DESCRIPTION: recommendation of the Traffic Safety Committee to remove 2 hour parking restriction on Hillyer and the 400 and 500 blocks of South 7th and 8th as requested by residents.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED
- 5. Façade Grant Application for Seico Security** (SB)
DESCRIPTION: Pekin Main Street Design Committee recommendation for \$12,500.00 grant replacing front windows and door, and other improvements to the exterior structure at 132 Court Street.

ACTION: Motion to approve the amount of \$12,500.00.

VOTE REQUIRED
- 6. Façade Grant Application for Salon Renaissance** (SB)
DESCRIPTION: Pekin Main Street Design Committee recommendation for \$6,328.85 grant Replacing awning, sign, back entrance wall paint and roof repairs

ACTION: Motion to approve the amount of \$6,328.85.

VOTE REQUIRED

7. **Commercial Retail and Upper Story Housing Loan Program for Salon Renaissance** (SB)
DESCRIPTION: Request to approve eligible \$ for retail opportunity on the 1st floor of
ACTION: Motion to approve.
VOTE REQUIRED
8. **Ordinance No. 2620-10/11 – Accepting An Agreement to Purchase and Authorizing the Purchase of Real Property at 830 Brenkman Drive** (DK)
DESCRIPTION: Agreement with KEJM Properties for acquisition of the former Fort/Landmark Automobile Dealership utilizing TIF 2 closed out dollars in the amount of \$400,000.
ACTION: Motion to adopt the ordinance.
VOTE REQUIRED
9. **Second Amendment to Contract for Fire Protection and Emergency Services** (KN)
DESCRIPTION: amends provision in the Powerton Fire Protection District contract that Midwest Generation, LLC maintain an Incipient Fire Brigade and replaces with Fire Guides. In exchange for the amendment the District will pay an additional \$5,000 to purchase City fire protection.
ACTION: Motion to approve the amendment.
VOTE REQUIRED
10. **Amendment to Development Agreement and Memorandums Therof** (JW)
DESCRIPTION: An original agreement and first amendment between the City, Commerce Bank, and RER Enterprises was entered into in October 2000 to extend Cherry Lane in the County Market Shopping Center. Amendment allows truck traffic and deliveries.
ACTION: Motion to approve the amendment.
VOTE REQUIRED
11. **Engineering Agreement with Jost / Becker /Jost Architects** (JW)
DESCRIPTION: proposal for floor plan drawing of new three bay vehicle service building at 1130 Koch Street to accommodate work area for the additional Hoyle buses and an additional mechanic.
ACTION: Motion to approve the agreement in the amount of \$29,600.00.
VOTE REQUIRED
12. **Policy No. 4 – Second Amend City of Pekin Sanitary Backwater Valve Program Policy** (JW)
DESCRIPTION: amends the program that increases the amount to allowed for reimbursement from the City to have the backwater valve installed.
ACTION: Motion to adopt the policy.
VOTE REQUIRED

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

X. EXECUTIVE SESSION

XI. ADJOURNMENT

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

NO VOTE REQUIRED

**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, MAY 24, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: NONE

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

Roll was called. All Council Members were present for roll call except Council Member Strand who entered the meeting at 5:40 p.m.

AGENDA

Motion by Council Member Schmidgall, seconded by Council Member Abel, that **the agenda be approved as presented**. On roll call vote, Ayes, Schmidgall, Blanchard, Kortkamp, Barra, Abel, and Dunn; Nay, none.

MINUTES

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that the **minutes of the Regular City Council Meeting of May 10, 2010 be approved as written**. On roll call vote, Ayes, Schmidgall, Blanchard, Kortkamp, Barra, Abel, and Dunn; Nay, none.

PUBLIC INPUT ON AGENDA ITEMS

Bill Gilroy, 1312 South 11th Street, directed concerns to Council regarding City's requirement to construct new subdivisions with separated sewers, maintenance of retention ponds on newly constructed Hanna Drive, and question of number of septic tanks in city limits. City Manager Dennis Kief answered Mr. Gilroy's questions at the end of the meeting.

CONSENT AGENDA

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that the **Consent Agenda be approved as presented**. Mayor Dunn read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Police Report April 2010, Traffic Safety Committee Minutes May 7, 2010, Mayor's Advisory Committee for Persons with Disabilities Minutes February 11, 2010 and March 11, 2010.
2. **Receive and File:** Zoning Board of Appeals Minutes dated May 12, 2010.
3. **Receive and File:** the Pekin Planning Commission Minutes dated May 12, 2010.
4. **Receive and File:** Pekin Planning Commission Hearings and Recommendations:
 - a. Hearing #10-1802 – recommends approval of Rezoning of Property located at 2675 Allentown Rd from B-3 (General Business District) to R-1 (Single Family Residential District) to the City Pekin City Council.
 - b. Hearing #10-1803 – #10-1804 - recommends approval of Site plan for Special Use for a Drive Thru Facility pending annexation to the Pekin City Council.
 - c. Hearing #10-1805 – #10-1806 – tabled the request for a Site Plan and Special Use for a Cell Tower located at 3000 Court until documentation is provided for other site options and safety issues are resolved in the form of a letter from Mr. Thompson of TPCC.
 - d. Hearing #10-1807 – recommends the approval of the following Code Amendment: 9-1-2 Definition Amending Sign Code And Code Change to include Electronic Signs with Regulations by adding 9-10-12 And including 9-10-8B-4 to the City Council.

On roll call vote, Ayes, Schmidgall, Blanchard, Kortkamp, Barra, Abel, and Dunn; Nay, none.

COMMUNICATIONS PRESENTATION

Police Department **Officer of the Year** was presented by Chief Ted Miller to Investigator Justin Fitzgerald for qualities that enhance public safety. Fire Chief Kurt Nelson presented to recipient Daniel Heisel the Fire Department's **Firefighter of the Year** award. Heisel was voted by fellow firefighters and recognized for his 22 years of service.

The City's **Quarterly Finance Report** was presented by Treasurer Jim Wolf. Showing slides of key funds, he advised Council of the Major Revenue Sources and Investment Earnings for 12 months ended April 30, 2010.

- Revenue at 93.33% of the budgeted, were at the same level as received in January.
- Though declines were anticipated, City finances steady.
- Had the 2% Food and Beverage and the 2% Package Liquor not been put in place as a new source of revenue the City would be struggling.
- State continued to be 5 payments behind on income tax revenues.
- Encouraging was that Sales Tax up from same month a year ago.
- Motor Fuel Tax lagging but positive

He summarized that revenues were down but staff was also keeping expenditures down.

Mr. Wolf stated that in 2009 interest rates were at 2.95% and at 1.98% in 2010 in order to point out that earnings were facing some stress. He would explore alternatives to investments.

Council Member Blanchard reiterated that he had requested a similar expenditure report be presented quarterly from the finance department. Mayor Dunn expressed concern on what was happening at the State level.

NEW BUSINESS

Motion by Council Member Blanchard, seconded by Council Member Abel, that the **ILLINOIS DEPARTMENT OF TRANSPORTATION JOINT AGREEMENT 10-00182-00-TL**, for safety bonding and grounding of existing traffic signal structures IL Rt 29 at (correct locations from agenda) - IL 29 @ Allentown, Parkway, Valle Vista, and Manito Blacktop, **be approved**. Public Works Director Joe Wuellner reported that Pekin's participation amounted to \$537.00 for the upgrades. The State project would be let in May. On roll call vote, all present voted Aye.

RESOLUTION NO. 53-10/11

RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS

Motion by Council Member Blanchard, seconded by Council Member Barra, that Resolution No. 53-10/11 **Appropriating Motor Fuel Tax in the amount of \$600.00 for share of IDOT agreement** of signal upgrades to structures IL Rt 29 @ Allentown, Parkway, Valle Vista, and Manito Blacktop, **be adopted**. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Barra, that the **AGREEMENT WITH FARNSWORTH GROUP for bidding and construction oversight Phase I Waste Water Treatment Plant in an amount not to exceed \$608,000.00, be approved**. Public Works Director Joe Wuellner advised that the amount of specialty equipment and size of the project was beyond what could be reasonably covered by staff and recommended support from engineering firm responsible for the design. Farnsworth would prepare documentation required by the Illinois Environmental Protection Agency. Funding activity was included in proposed bond but sufficient funds were available within the Sewer Funds.

Council Member Schmidgall expressed concern of moving forward when Council had not met to discuss how the completed project would be paid for. Council Member Abel felt the expenditure could have paid for 2 engineers. Farnsworth Project Manager Patric Sheridan advised Council on the scope of the over site, bid specifications, assistance for bond counsel, IEPA requirements. CEO Karen Jansen addressed Council's concerns. Council Member Blanchard questioned what improvements were actual mandates. He stated he was not convinced the need for the extent of the project planned and would be voting no. He asked that the

agreement be laid over until the public had a chance to comment on the Council's discussion of options to pay for 5 Phases. Motion was made by Council Member Blanchard, seconded by Council Member Schmidgall, that the **Farnsworth Engineering Agreement for Wastewater Treatment Plant Phase I, be laid over.** Discussion followed on the importance of Phase I construction start, NPDES permit, and staying on schedule for design Phase II improvements to obtain forgivable low interest loan funds from Illinois Environmental Protection Agency. On roll call vote, Ayes, Blanchard; Nays, Schmidgall, Strand, Kortkamp, Abel, Barra, Dunn. Motion Failed.

Discussion continued and each Council Member spoke in support or expressed concerns. Council Member Kortkamp felt Council was losing sight of the end result, cleaner water, a fundamental infrastructure component needed to sustain the community. Council Member Barra supported the phases and direction being taken to replace aged and failed components of a 70 year old treatment plant. Roll was called on original motion to approve the agreement, Ayes, Schmidgall, Strand, Kortkamp, Barra, Abel, Dunn; Nay, Blanchard. Motion carried.

Motion by Council Member Kortkamp, seconded by Council Member Barra, that the **AGREEMENT WITH FARNSWORTH GROUP for design drawing preparation Phase II Waste Water Treatment Plant in an amount not to exceed \$1,820,000.00 be approved.** Mr. Wuellner recommended Farnsworth continue with Phase II design. Because of the work on Phase I the firm had preliminary work in determining final configuration, sizing of the equipment, and support structures of the plant to fit into the existing site. On roll call vote, Ayes, Schmidgall, Strand, Kortkamp, Barra, Abel, Dunn; Nay, Blanchard. Motion carried.

Motion by Council Member Barra, seconded by Council Member Strand that **SITE PLAN REQUESTED BY SOUTHSIDE BANK FOR A DRIVE THRU at proposed bank facility on Veterans Drive, subject to annexation and zoning assignment, be approved.** Public Works Director Joe Wuellner presented the recommendation of the Planning Commission to approve the site and use for ATM for the new bank facility on Veterans Drive. A portion of the site purchased from adjacent land owner was not within corporate limits. On roll call vote all present voted Aye.

Motion by Council Member Barra, seconded by Council Member Kortkamp that **SPECIAL USE REQUEST FROM SOUTHSIDE BANK FOR A DRIVE THRU at proposed bank facility on Veterans Drive, subject to annexation and zoning assignment, be approved.** On roll call vote all present voted Aye.

ORDINANCE NO. 2618-OA-10/11
AMENDING THE ZONING CODE
TITLE 9-1-2, 9-10-9, 9-10-9E and 9-10-8B OF THE CITY OF PEKIN 1995
REGARDING MULTI MESSAGE SIGNS

Motion by Council Member Abel, seconded by Council Member Strand, that **Ordinance No. 2618-OA-10/11, be adopted.** Code Enforcement Officer Ron Sieh told Council that multi messaging signs had become more popular and were only regulated in the Industrial Zone. Additional changes were necessary to the sign ordinance to add guidelines for electronic/LED signs to regulate duration of message, transition time, brightness, spacing, and location. On roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A181-10/11
PROVIDING FOR THE REZONING OF CERTAIN PROPERTY
2675 ALLENTOWN ROAD

Motion by Council Member Abel, seconded by Council Member Strand, that **Ordinance No. 1568-181-10/11, be adopted.** A recommendation was received from the Pekin Planning Commission to rezone the old TAPS property at 2675 Allentown Road containing 3.94 acres from B-3 (General Business) to R-1 (Single Family Residential). On roll call vote, all present voted Aye.

ORDINANCE NO. 2619-10/11
HIGHWAY AUTHORITY AGREEMENT

Motion by Council Member Abel, seconded by Council Member Barra, that **Ordinance No. 2619-10/11, be adopted.** Mr. Wuellner explained the ordinance authorized the closeout of the environment study at Parkway and Broadway for a gas station site to establish a groundwater protection area. On roll call vote, all present voted Aye.

Motion by Council Member Strand seconded by Council Member Kortkamp, that the **BID FOR EROSION CONTROL PROJECT be accepted in the amount of \$26,860.00 and the contract be awarded to Edgewood Nursery.** Mr. Wuellner reported to Council that funding for the project would come from stormwater fund to stop the erosion caused by drainage onto owner's property and to stabilize the area on Linden and adjoining streets. Concerns were addressed regarding the bidding / quotes process and the advantage of awarding the estimate to a specialist company capable of completing the scope of work. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Abel, that **MASTER SERVICE AGREEMENT FOR EMPLOYEE ASSISTANCE SERVICES WITH CHESTNUT GLOBAL PARTNERS, LLC at a rate of \$24.00 per employee, be approved.** Personnel Director Patricia Pollock informed the Council that Chestnut Global had worked collaboratively for years with the City's present provider Behavioral Health Advantages. They offered the benefits of the partnership to all customer organizations. The agreement provided for expanded reporting capabilities, expanded network online self improvement materials, and eldercare services in addition to BHA's EAP. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard congratulated everyone graduating and reminded the community of the Memorial Day observances.

Council Member Abel expressed appreciation to Fire Chief Kurt Nelson and Main Street for their efforts in a successful event celebrating the Pekin Fire Department 150 Anniversary.

Fire Chief Kurt Nelson announced that the Fire Department, Kiwanis, and the Rotary Clubs were sponsoring a Bike Rodeo on Saturday at Pekin Park.

Roger Alexander, 1904 Court Street, voiced a complaint regarding the height of the grass on property at 1900 and 1902 Court Street.

EXECUTIVE SESSION

Motion by Council Member Blanchard, seconded by Council Member Strand, that the Council move to Executive Session at 7:40 P.M. to discuss:

5 ILCS 120/2 (c) 1. Personnel

5 ILCS 120/2 (c) 5. Acquisition of property owned by the Public Body

5 ILCS 120/2 (c) 6. Setting a price for sale or lease of property owned by the Public Body

5 ILCS 120/2 (c) 11. Pending and Threatened Litigation

On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 8:10 P.M.

Sue E. McMillan
City Clerk

June 2, 2010

Mr. Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department May 2010 report, plus a summary of April 2010.

Kurt Nelson
Fire Chief
City of Pekin Fire Department

During the month of May 2010 the Pekin Fire Department responded to 379 calls, total dollar loss was 253,050.00.

During the month of May 2010, (approximately 72.60%) were emergency medical calls, 103 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

During the month of April 2010 the Pekin Fire Department responded to 341 calls, total dollar loss was \$6,000.00.

During the month of April 2010, (approximately 73.31%) were emergency medical calls, 91 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

On May 12, 2010 Fire Fighters responded to a structure fire in an attached garage at 1317 Veerman Street. Prior to our arrival Pekin Police Dept. arrived on scene and advised the garage was totally involved. E2 was first arriving engine on scene followed by R2. E2 pulled both 1 ¾ handline's. One line was stretched to the rear of the structure and the other was stretched to the front door of the structure. After initial size-up and being advised no civilians were inside, E2 command had R2 personnel attack the fire from the rear door leading into the garage. Fire was quickly knocked down and fire suppression was moved to the inside of the attached garage. L1 arrived on scene and then assumed the role of back up to the initial attack team. Fire was under control within 10 mins with all other arriving units assigned to overhaul. Homeowners of the residence stated they had a hot tub in the garage and one person had shut off the valves to the hot tub. Without knowing this another person turned on the hot tub causing the motor to overheat and

catching the frame of the hot tub on fire thus leading to the rest of the garage. No damage was done to the main living quarters of the residence. Total dollar loss was approximately \$25,000.00.

On May 20, 2010 Fire Fighters responded to a smell in the building and a smoke detector going off at 1201 Florence Ave. apartment 14. Upon arrival the door to the apartment was not locked. When we entered the apartment, there was a lot of smoke, but we could not find the fire right away. We did find the fire with our thermal imager under the kitchen sink and put it out with very little water from out 1 ¾ handline. The fire damage was all under the sink but there was a moderate amount of smoke damage to the whole apartment. Total dollar loss was approximately \$10,000.00.

On May 25, 2010 Fire Fighters responded to a possible structure fire at 1908 Sierra Ct. Upon arrival met by the home owner that stated she was on her computer when sparks blew out of the wall outlet. After investigating the incident we found that lightning had struck the house. It appeared the lightning hit the house on the northwest side of the roof line. The electrical current from the lightning strike followed the phone line in the house and knocked out the computer. The beam on the ceiling that runs through the house to the outside appeared to be where the lightning strike was. The plaster all around the beam was broken away from the wall. The wall had a singed area on it. Called electrical inspector and advised home owner to call electrician. Total dollar loss was approximately \$6,000.00.

On May 28, 2010 Fire Fighters responded to structure fire with possible entrapment at 352 Catherine Street. Upon arrival E2 reported that everybody was out of the building. The fire was in the front of the building. Entry was made from the rear of the building and the fire was quickly extinguished with a 1 ¾ handline. The building was searched again and a dead cat was found.

The fire was reported by a neighbor that was coming home from work. He said he saw smoke coming from the window air conditioner and then it caught fire right away. The air conditioner was given to her about a week ago. She had it plugged directly into an outlet on the floor. The fire appears to have started on the north wall in the window area just to the right of the front door looking from the street. The fire came out of the window and burnt the roof on the front porch along with causing damage to the living room area. There was no fire damage upstairs but there was a lot of smoke damage. There was also some minor smoke damage in apartment B next door. Total dollar loss was approximately \$35,000.00.

On May 29, 2010 Fire Fighters responded to a car fire at 2032 Westgate Drive. Upon arrival owner had vehicle extinguished with no extension to the passenger compartment. Investigation revealed the engine was rebuilt yesterday by the owner and a wiring harness/hose was laying on top of the engine which was the cause of origin. Owner had put fire out with a ten pound dry chemical extinguisher. Total dollar loss was approximately \$250.00.

On May 30, 2010 Fire Fighters responded to smoke in an apartment complex at 2439 Lakeshore Drive. Upon arrival R2 assumed command and located smoke emitting from bathroom in apartment 13. Attempted to turn light switch into the on position and noted arcing and fire in the bathroom exhaust fan. Located electrical box and shut off power. Removed fan from ceiling and noted smoldering fiber board in area of fan. Removed all burned material and extinguished with water extinguisher. Meter base had a shut off for the affected unit, shut off power at the meter base. Contacted Inspections Department. Occupant indicated that they had reported fan problems to property manager and they were told just to leave in the off position. Smoke detectors failed to operate. Battery operated smoke detector had no battery present. Hardwire detector failed to function when tested. Checked smoke detectors in adjoining apartment, operated very weak. Then power was shut off at both the electrical panel and meter the HVAC system was still operating from another meter. Total dollar loss was approximately \$1,800.00.

On May 30, 2010 Fire Fighters responded to a structure fire at 2014 State Street. Upon arrival found a one story church with heavy smoke coming from the building. The Pastor of the church was outside and informed us that everyone was out of the building. The Pastor and his members moved all vehicles away from the church. We walked around the church and found the back of the building fully involved in fire. Cilco, the city inspector and Fire 1 were called to the scene. Smoke detectors were sounding upon our arrival.

R2 crew brought a hose line to the back door to knock down the fire. We then had ladder 1 crew go to the front door to make entry into the church and the engineer from L1 to make the hydrant. T3 was standing by the front door backing up L1. E3 was to ventilate and set up the PPV fan.

The fire self ventilated through the roof over the main area of fire. E3 crew ventilated the roof above the back of the L shaped building. The fire was knocked down quickly and we started to overhaul. Overhaul was a lengthy process due to the type of construction and the room additions that had been added. All hot spots and smoldering areas were extinguished; all areas of the church were free of any smoke of smoldering areas upon our departure.

After extinguishing the fire, the pastor informed us they had been frying fish outside with a propane fish fryer. The fryer was left unattended next to the back of the building. Members of the church were not sure if the fryer had been shut off. At this time it appears the fryer being left unattended is the cause of the fire. This looks like an accidental cooking fire. We had moved the 20 pound tank away from the building prior to my knowing they had been frying with it. Total dollar loss was approximately \$175,000.00.

Total calls for the month of May was 379 and are as follows:

Fires	17
Rescue and EMS	276
Hazardous Materials	8
Other types of calls	78

Total dollar loss for the month of May was \$253,050.00.

Total calls for the month of April was 341 and are as follows:

Fires	8
Rescue and EMS	250
Hazardous Materials	2
Other types of calls	81

Total dollar loss for the month of April was \$6,000.00.

This is a brief overview of May 2010 and April 2010' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Kurt R. Nelson
Fire Chief
Pekin Fire Department

CITY OF PEKIN

POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR MAY 2010

	MAY 2009	APRIL 2010	MAY 2010
TRAFFIC TICKETS	656	455	576
WARNING TICKETS	246	302	260
OFFENSES	525	495	467
ARRESTS	267	224	212
PARKING TICKETS	247	252	204
STOPS	586	874	944

CITY ORDINANCE TICKETS FOR MAY 2010

NUMBER OF TICKETS WRITTEN 97
NUMBER OF TICKETS PAID OVER THE COUNTER 19
FINES COLLECTED OVER THE COUNTER \$4150

IMPOUNDED VEHICLES FOR MAY 2010

TOTAL VEHICLES IMPOUNDED: 51
AMOUNT OF FINES COLLECTED: \$20,000

OFFENSES

DRUG RELATED	10
DUI	23
DWLS/R	16
UOW	0

MULTIPLE OFFENSES

DRUGS/DUI	0
DRUGS/DWLS-R	0
DRUGS/UOW	1
DUI/DWLS	1
TOTAL	51

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
JUNE 4, 2010 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Ted Miller, Denny Kief, Brian Cox, Tim Gillespie, Will Taylor, Joe Wuellner, Bill Scarcliff.
Also present: Lee Ann Wrhel.

Old Business:

1. *New Pedestrian Light – Parkway @ Coal Miners*

Joe forwarded information to Bob Blackwell of the Pekin Park District regarding the HAWK pedestrian signal, asking if they would be willing to participate in the cost of installing this system at this location. Mr. Blackwell also contacted Paula Davis of PCHS. The Pekin Park District has agreed to contribute \$20,000 and PCHS has agreed to contribute \$20,000 towards the cost of this system in this location. A number of citizens have voiced concerns with the safety of this pedestrian crossing. Denny made a motion to make a recommendation to City Council to go forward with the installation of this system with the City to commit \$40,000 to meet the total cost of installation of this signal system, due to the agreement by Pekin Park District and PCHS to contribute \$40,000 to this signal.

2. *Parking Concern*

400 Block S. 7th Street

400 Block Haines

S. 7th St. from Washington to Hillyer

Mr. & Mrs. Klokenga (701 Washington), Mr. McCoige (401 Haines) and Mr. Knautz (503 S. 8th) were in attendance at this meeting. At the last meeting, Will made a recommendation to keep the parking restriction in place on Haines, St. Joseph and S. 6th and lift the parking restriction on the other streets involved. Denny made a motion to make a recommendation to City Council to eliminate the 2-hour parking restriction for the 400 & 500 blocks of S. 7th Street, the 400 & 500 blocks of S. 8th Street and all of Hillyer Street. Tim seconded the motion. All in favor.

3. *Collapsible Temporary Stop Signs*

A sample sign was purchased and Bill researched the cost of the City making these signs in-house. It would cost approximately \$400 per intersection to have these signs installed at major intersections to use in the event of power outages for traffic control. Currently, there are not enough signs for a major power outage. There would be cost savings for call-out, etc. Before going any further with this, Joe will contact IDOT to see if their permission is needed to install these signs. This item will be put back on the July meeting for further discussion.

New Business:

1. *Children at Play Sign Request*

600 to 900 blocks of S. Third St.

Kay Lock (709 S. Third) was in attendance at this meeting to address this item as she had made the request. It was explained to her that these requests are denied for various reasons. The Police Department will put out the Speed Spy for a traffic study and will step up patrol of the stop signs in that area.

Around the Table

Joe distributed brochures from IDOT that explain how the new signals will operate. These will be installed as IDOT updates intersections in town. He also announced that the milling will begin next week on Route 9 (Upper Court).

Will received a request from an officer asking for consideration for a barricade on S. 14th Street at Lake Remington. When there is a lot of rain, the lake is very close to the road. The officer is concerned about drivers who might go off the road in that location. There was a suggestion about planting trees in that location as a barrier. Joe indicated he would look into that.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JULY 2, 2010 @ 8:30 A.M.

City of Pekin

LIQUOR COMMISSION MINUTES THURSDAY, MAY 27, 2010 4:00 P.M. COUNCIL CHAMBERS

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:10 p.m.

PLEDGE of ALLEGIANCE

Led by Deputy Liquor Commissioner Rick VonRohr

ROLL CALL

The following members were present for roll call: Deputy Liquor Commissioner Rick VonRohr, Deputy Police Chief Greg Nelson alternate for Police Chief Ted Miller, Dale Vonderheide, D. Neal Buster Hanley, and Liquor Commissioner Rusty Dunn

Fire Chief Kurt Nelson entered the meeting at 4:11p.m.

Also present: Corporation Counsel Sue Bosich and City Clerk Sue McMillan

APPROVAL OF AGENDA

Motion made by Dunn to approve the Agenda, seconded by Vonderheide. On roll call vote all present voted Aye. Motion Carried.

APPROVAL OF MINUTES

Motion made by K. Nelson to approve the Liquor Commission Minutes of April 22, 2010 as written, seconded by Vonderheide. On roll call vote all present voted Aye. Motion Carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

Pat Rogers and Jim Olt – Generations Lounge were not present. No other comments were heard.

NEW BUSINESS

ROADHOUSE BAR & GRILL 930 SOUTH 2ND STREET

Commission was presented with an application for a Class A liquor license for a new licensed premises submitted by Crystal J. Rife. On review of the documents submitted, Liquor Liability insurance and final inspections signoff by building, fire, and police departments for occupancy, were verified. McMillan questioned the application submitted as an individual yet corporation documents were in file. Ms. Rife confirmed the license should be issued to Roadhouse Bar & Grill, Inc. Inconsistencies on the application were corrected by Ms. Rife.

VonRohr addressed the applicant in Police Chief Miller's absence and advised strongly that Ms. Rife was the responsible party if there were violations though all commission and police dealings throughout the application process had been with building owner Randy Struben.

Motion was made by K. Nelson, seconded by G. Nelson to recommend approval of the application to the Liquor Commissioner for issuance of the Class A Liquor License. On roll call vote all present voted Aye. Motion Carried.

Any Other Business

VonRohr indicated he had been approached by owners of other establishments asking if the City would consider restricting the number of licenses issued. He also advised that Chief Miler had concerns related to over concentration of bars in one area. Discussion followed.

Bosich advised that the commission had the authority to recommend to the Council, an ordinance change to cap the number of licenses issued, or for safety reasons, approve limited numbers in districts. McMillan expressed opinion that limiting to a fixed number could restrict commitment from developers at the riverfront or extensions of Veterans from coming to Pekin for construction of nationally known bar/restaurant chains.

Dunn next informed the members that he had been made aware by Treasurer Jim Wolf that a liquor licensee was delinquent on the 2% beverage tax. Wolf presented a chart of the months, tax due, penalties, interest and NSF check charges that Nick's 4th Street Pub had accumulated and when brought current for annual renewal, Accounting Department received bounced checks and nonsufficient funds notices. Discussion followed regarding suspension, 5 day notice, and revocation of licenses. Attorney Bosich advised that the commission has the authority to recommend conditions for any license even conditions added during the term of the license such as certified check or cash only payments.

Buster was welcomed to the Commission.

Motion by K. Nelson to adjourn, seconded by Hanley.

Meeting adjourned at 4:40pm.

Next Meeting: Thursday, June 24 at 4:00 p.m.

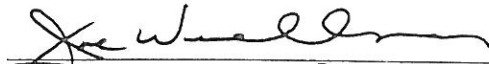
Respectfully submitted Sue McMillan

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
MARCH '2010

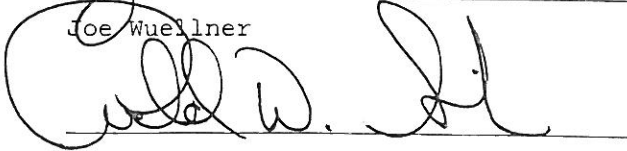
	PERMITS	VALUE	FEEES
BUILDING DEPT	52	\$ 934,227.00	\$ 4,484.00
ELECTRIC DEPT	26	\$ 20,250.00	\$ 1,099.00
HVAC DEPT	40	\$ 38,500.00	\$ 1,340.00
PLUMBING DEPT	49		\$ 1,019.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	2		\$ 40.00
SEWER PERMITS	11		\$ 605.00
SEWER TAP RES	2		\$ 3,200.00
SEWER TAP COMM	2		\$ 3,400.00
DEPARTMENT TOTAL	184	\$ 992,977.00	\$ 15,187.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 80

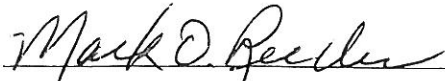
Respectfully submitted,



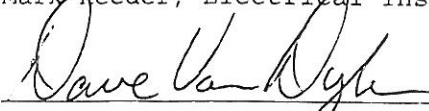
Joe Wuellner



Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 6-1-10

Billing For Month of May 2010

\$3,601.09

Tazewell Animal Control
PO BOX 158
TREMONT IL 61568

CITY OF PEKIN
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Individuals between May 1, 2010 and May 31, 2010

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
Individua	City		264 A ST	5/11/2010	Cat	DSH	REL	7	100821
Individua	City		2218 COURT ST APT C	5/17/2010	Cat	DSH	REL	1	100860
Individua	City		2218 COURT ST APT C	5/17/2010	Cat	DMH	REL	1	100859
Individua	City		1407 MATILDA	5/17/2010	Cat	DSH	E	9	100856
Individua	City		2315 BROADWAY	5/13/2010	Cat	DLH	E	8	100844
Individua	City		1216 CHARLOTTE ST	5/13/2010	Cat	DSH	E	8	100843
Individua	City		264 A ST	5/11/2010	Cat	DSH	REL	7	100824
Individua	County		coal & rt 98	5/3/2010	Dog	GERM SHRT HAIR	REL	19	100768
Individua	City		264 A ST	5/11/2010	Cat	DSH	REL	7	100822
Individua	City		2218 COURT ST APT C	5/17/2010	Cat	DSH	REL	1	100863
Individua	City		264 A ST	5/11/2010	Cat	DSH	REL	7	100820
Individua	City		264 A ST	5/11/2010	Cat	DSH	REL	7	100819
Individua	City		PEKIN PARK	5/11/2010	Dog	MIX	REL	18	100818
Individua	City		100 TAPS LANE	5/7/2010	Cat	DSH	E	7	100787
Individua	City		1417 W SHORE DR	5/7/2010	Other	BAT	E	0	100786
Individua	City		100 TAPS LANE	5/7/2010	Dog	BEAGLE MIX	REL	11	100785
Individua	City		264 A ST	5/11/2010	Cat	DSH	E	2	100823
Owner R	City		1606 FLORENCE AVE	5/3/2010	Dog	WALKER COON H	E	18	100760
Owner R	City		1321 S 13TH #1	5/24/2010	Cat	DSH	REL	1	100927
Owner R	City		1321 S 13TH #1	5/24/2010	Cat	DSH	REL	1	100926
Owner R	City		1321 S 13TH #1	5/24/2010	Cat	DMH	REL	1	100925
Owner R	City		1321 S 13TH #1	5/24/2010	Cat	DSH	REL	1	100924
Owner R	City		2604 PINE ST APT 4	5/18/2010	Cat	DSH	E	8	100877
Owner R	City		1006 CHESTNUT ST	5/14/2010	Dog	ROTT	E	0	100851
Individua	City		2218 COURT ST APT C	5/17/2010	Cat	DSH	REL	1	100861
Owner R	City		1200 FLORENCE AVE 19C	5/5/2010	Cat	DLH	REL	12	100781
Individua	City		2218 COURT ST APT C	5/17/2010	Cat	DSH	REL	1	100862
Individua	City		245 HERGET	5/30/2010	Dog	PIT			100986
Individua	City		14TH & SHERIDAN	5/28/2010	Dog	MIX			100959
Individua	City		14th & sheridan	5/28/2010	Dog	MIX			100958
Individua	City		320 WINTER ST	5/26/2010	Cat	DSH			100946
Individua	City		1304 HOWARD CT	5/25/2010	Cat	DLH			100930
Individua	City		325 S 4TH	5/21/2010	Dog	PIT	E	3	100899
Owner R	City		205 MAPLE PARK DR	5/27/2010	Cat	DSH	D	0	100951
Owner R	City		1200 FLORENCE AVE 19C	5/12/2010	Cat	DSH			100827

Total Dogs picked up in Pekin: 9

Total Cats picked up in Pekin: 25

Total Others picked up in Pekin: 1

Animal Counts Brought in by Wardens between May 1, 2010 and May 31, 2010

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	803 PARK AVE	5/3/2010	Dog	HUSKY	R	9	100765
	Hoyland	City	1011 N 14TH	5/4/2010	Dog	LAB	R	0	100770
	Hoyland	City	PEKIN COMM. HIGH SCHOOL	5/4/2010	Dog	BOSTON TERRIE			100771
	Hoyland	City	1205 BLACK	5/4/2010	Dog	PIT	REL	1	100772
	Hoyland	City	N 13TH & COOLIDGE	5/11/2010	Dog	JACK/HEELER	R	0	100817
	HARMS	City	1509 NORWOOD	5/11/2010	Dog	LAB/DOBIE	R	0	100814
	HARMS	City	909 EISENHOWER	5/10/2010	Dog	PIT	R	0	100798
	HARMS	City	909 EISENHOWER	5/10/2010	Dog	PIT	R	0	100799
	Hoyland	City	1820 riverway dr	5/6/2010	Dog	COON HOUND MI	R	1	100782
	Hoyland	City	1115 N 16TH	5/22/2010	Cat	DSH	E	4	100909
	Hoyland	City	MAPLE PARK DR & PINE	5/17/2010	Dog	PIT	E	7	100857
	Hoyland	City	724 EAST SHORE	5/26/2010	Cat	DSH			100939
	Hoyland	City	724 EAST SHORE	5/25/2010	Cat	DSH			100940
	Hoyland	City	724 EAST SHORE	5/25/2010	Cat	DSH			100941
	Hoyland	City	PEKIN PARK DOG PARK	5/25/2010	Dog	LAB	R	1	100942
	Hoyland	City	724 EAST SHORE	5/25/2010	Cat	DSH			100938
	Hoyland	City	1610 ARTHUR	5/26/2010	Cat	DSH			100944
	Hoyland	City	1201 ANN ELIZA APT #1	5/24/2010	Dog	BOXER MIX			100923
	Hoyland	City	12TH & SHERIDAN	5/24/2010	Dog	MALTESE	R	2	100921
	Hoyland	City	1410 S 10TH	5/28/2010	Cat	DSH			100957
	Hoyland	City	1502 HENRIETTA	5/26/2010	Cat	DSH			100945
	Hoyland	City	724 E SHORE	5/25/2010	Cat	DSH			100937
	Hoyland	City	109 PARKVIEW CT APT 2	5/20/2010	Cat	DSH	E	8	100892
	Hoyland	City	1421 ILLINOIS	5/19/2010	Cat	DSH	E	7	100885
	Hoyland	City	sheridan rd	5/26/2010	Dog	PIT			100947
	Hoyland	City	421 CHARLES	5/19/2010	Other	STARLING	E	0	100884
	Vogel	City	1201 S 3RD	5/18/2010	Cat	DMH	E	6	100879
	Hoyland	City	2107 ALAMEDA	5/27/2010	Other	RACCOON	E	0	100950
	Hoyland	City	415 CHESTNUT	5/28/2010	Cat	DSH	R	4	100960
	HARMS	City	182 SAPP	5/28/2010	Cat	DSH	E	0	100974
	Vogel	City	404 FAIRLANE	5/18/2010	Other	BAT	E	0	100870
	Hoyland	City	1216 CHARLOTTE	5/17/2010	Dog	LAB MIX	E	11	100858
	Hoyland	City	1403 ROYAL	5/24/2010	Cat	DMH	E	2	100920

Total Dogs picked up in Pekin: 15

Total Cats picked up in Pekin: 15

Total Others picked up in Pekin: 3

City of Pekin
111 S. Capitol
Pekin, IL 61554

May 24, 2010

To Whom It May Concern:

On behalf of the Midwest Central High School Cheerleaders Boosters, Coach Kris Spangler, with this letter would like to request a Permit for a non-profit group event. We would like to host a purse sale in the County Market parking lot on Saturday, June 19, 2010 from 9am to 3pm. We have received permission from store Manager, Lyle Chism pending receipt of this permit. Also, please place this item on the agenda for approval on the June 14th meeting. Please direct any questions to Kris Spangler 267-3756.

Thank you in advance,

A handwritten signature in black ink that reads "Kris Spangler". The signature is written in a cursive, flowing style with a large loop at the end of the last name.

Kris Spangler
MCHS Cheer Coach

5/7/10

City of Pekin,

We respectfully request permission to solicit donations for the Pekin - American Youth Basketball Tour – 4th grade boys team, the weekend of May 28th and 29th. Our group has received approval from Krogers for Saturday May 29th and that will anchor our efforts for the weekend.

The team consists of boys from Pekin that play in the winter programs for the Pekin Union Mission traveling team or the Boys and Girls Club traveling team. We pursue the summer tournaments to bring these teams together as one team representing Pekin in 3-4 events.

Regards,

Coaches:

Gary J. Larimore 241-8800

104 Clearview Dr.

Pekin, Il. 61554

Robert Hurst 840-3814

Rob Rademaker 261-2251

Pekin City Council
Attn: City Clerk
111 S. Capitol
Pekin, IL 61554

June 4, 2010

Pekin Amateur Hockey Association, also known as PAHA, is requesting approval from the City of Pekin to hold "Tag Day" at Pekin Walmart, on Friday, July 2, 2010 from 5 – 8 p.m., and Saturday, July 3, 2010 from 9 – 3.

This benefits our organization from donations made by the customers of Walmart and is used in our general operating fund to offset ice costs. This fundraiser is completed by our younger skaters, ages 4 – 10.

Please advise with any questions or concerns. Pekin Amateur Youth Hockey appreciates the support the city has given us over the last several years and we continue to proudly represent the City of Pekin.

Respectfully,

A handwritten signature in black ink, appearing to read "Melody Metzler". The signature is fluid and cursive, with the first name "Melody" written in a larger, more prominent script than the last name "Metzler".

Melody Metzler
Treasurer
Pekin Amateur Hockey Association
PO Box 234
Pekin, IL 61554

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted June 7th 2010
 Address of Organization 1209 Margaret St Pekin IL
 Telephone Number 309-620-8165
 Name, Address and Telephone Number of person filling out form:
Glenda Renee Hill 1209 Margaret St Pekin, IL 61554 309-620-8165

- ② Name, Title and Address of Principal Executive Officer of Organization: _____

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

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: 1209 Margaret St Pekin IL 61554 309-620-8165

5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
Collecting donations; putting out Cans for family expenses

#10 donation at door all proceeds are to go to family and be

split with the Ronald McDonald Burm unit for children at the Loyola Hospital of Chicago IL. Charles has 6 children and his wife.

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

Name: Last	First	M	Date of Birth	Name, Address Relationship of
Glenda Hill	Renee		1-13-73	next of kin 1209 Margaret St Pekin, IL 61554 Charles wife
Jovetta Miller	Irene		3-9-35	1228 Summer Pekin IL 61554 great grandmother
Craig Salomon				353-9135 friend
Dorris Gardner	May		6-18-26	308 Winter St Pekin, IL 61554 great aunt

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

Charles
Hills
Benefit

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

NA

9. Do you employ a full-time salaried Executive Director: NO
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: NO If YES, give name and address of such Organization or person:

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

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

NO

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

DATE: June 7th 2010

SIGNED: Glenda R. Hill



Jeff Brooks • Director

301 South 4th Street • Pekin, IL 61554 • phone: (309) 347-7111 • fax: (309) 347-6587 • e-mail: jbrooks@pekinpubliclibrary.org

Date: June 1, 2010

To: Council Members
RE: Library Annual Report

Attached you will find the library's Annual Report as submitted to the Illinois State Library using their reporting system. The system collects data on many aspects of the library's activities and finances. This data is shared nationally and is used to track trends geographically and socio-economically.

Below are a few highlights which I thought important this year:

Per Capita Grant

FY2009 : \$40,960	received May 2, 2009
FY2010: \$34,571	yet to be received

We apply for and for decades have received the Per Capita Grant from the Illinois State Library, which, as the name implies, is based on our population. A few years ago, this was over \$42,000. For the year ending April 30th, we are not only receiving 16% less than FY2009, but due the state of the State's finances, we have yet to receive the funding that we were promised. This is rather disheartening as we are in the process of applying for the FY2011 grant, and we have no guarantee at this point that the funding will be there for the year we just began May 1st.

Hopefully we will have more information by the time we begin putting together the FY2012 budget this fall, since this represents almost 3% of our budgeted revenue, which was already reduced by 3% for FY2011.

Patron Visits

FY2009 : 206,149
FY2010: 220,305

An almost 7% increase. We knew from 2008-2009 that our traffic would continue to increase due to the economy. What did they do while here? They checked out more books and magazines (+11%), and of that, circulation for children's materials jumped 17.3%. In addition, use of our Internet and word processing stations rose by 64.7% as 72,413 sign-ins were recorded.

So all in all, a busier year for the library, and we are very pleased to be able to help so many in our community this year get a greater return on their investment in their public library.

Jeff Brooks, Director

Pekin Public Library

2009 - 2010 ILLINOIS PUBLIC LIBRARY ANNUAL REPORT (IPLAR)

IDENTIFICATION (1.1 - 1.37)



As Secretary of State and State Librarian, I commend our Illinois public libraries on the outstanding services they provide that enhance and enrich the lives of our citizens.

I truly appreciate the efforts and hard work of the 600+ Illinois public libraries in completing the Illinois Public Library Annual Report (IPLAR). The collected data provides a concise snapshot of the current status of Illinois public library services and programs. In addition, the collected information is shared nationally through the Federal-State Cooperative System (FSCS) for Public Library Data. As a result, Illinois librarians have the opportunity to compare themselves with their Illinois peers and librarians throughout the nation.

Again, thank you very much for your hard work in completing the current IPLAR, and for all the good work you do in keeping our patrons educated, entertained, and enlightened.

Sincerely, Jesse White

1.1	ELI Control # [PLSC 151]	30540
1.2	ELI Branch #	00
1.3a	PLSC ID# [PLSC 150]	IL0422
1.3b	PLSC_SEQ	002
1.4a	Legal Name of Library [PLSC 152]	Pekin Public Library
1.4b	If this locked question's answer has changed, then enter the updated answer here.	
1.5a	Facility Street Address [PLSC 153]	301 South Fourth Street
1.5b	If this locked question's answer has changed, then enter the updated answer here.	
1.6a	Facility City [PLSC 154]	Pekin
1.6b	If this locked question's answer has changed, then enter the updated answer here.	
1.7a	Facility Zip [PLSC 155]	61554
1.7b	If this locked question's answer has changed, then enter the updated answer here.	
1.8a	Facility Zip +4 [PLSC 156]	4219
1.8b	If this locked question's answer has changed, then enter the updated answer here.	
1.9a	Mailing Address [PLSC 157]	301 South Fourth Street
1.9b	If this locked question's answer has changed, then enter the updated answer here.	
1.10a	Mailing City [PLSC 158]	Pekin
1.10b	If this locked question's answer has changed, then enter the updated answer here.	
1.11a	Mailing Zip [PLSC 159]	61554
1.11b	If this locked question's answer has changed, then enter the updated answer here.	
1.12a	Mailing Zip +4 [PLSC 160]	4219
1.12b	If this locked question's answer has changed, then enter the updated answer here.	

1.13a	Library Telephone Number [PLSC 162]	309-347-7111
1.13b	If this locked question's answer has changed, then enter the updated answer here.	
1.14a	Library FAX Number	309-347-6587
1.14b	If this locked question's answer has changed, then enter the updated answer here.	
1.15	WWW Home Page [PLSC 163]	www.pekinpubliclibrary.org
Library Director's Information		
1.16	Name	Jeff Brooks
1.17	Title	Director
1.18	Library Director's E-mail	jbrooks@pekinpubliclibrary.org
1.19a	Type of library	CI - City
1.19b	If this locked question's answer has changed, then enter the updated answer here.	
1.19c	Legal Basis Code [PLSC 201]	CI
1.19d	Geographic Code [PLSC 204]	CI1
1.20	Is your library a combined public and school library?	No
1.21	Does your library contract with another library to RECEIVE ALL your library services?	No
1.22	IF YES, list the names(s) of the library(ies) with whom you contract (Enter each in a separate repeating field)	
1.23a	County in which the administrative entity is located [PLSC 161]	Tazewell
1.23b	If this locked question's answer has changed, then enter the updated answer here.	
1.23c	Metropolitan Status Code [PLSC 710]	NC
1.24	Did the administrative entity's legal service area boundaries change during the past year? [PLSC 205]	No
1.25	IF YES, indicate the reason for the boundary change	N/A
1.26	Population residing in tax base (Use the latest official federal census figure) [PLSC 208]	33,857
1.27	If the population has changed from the prior year's answer, then indicate the reason.	N/A
1.28a	Library system to which your library belonged as of January 1, 2009	ALS
1.28b	If this locked question's answer has changed, then enter the updated answer here.	
1.28c	Interlibrary Relationship Code [PLSC 200]	ME
1.29	Does this library have an organized collection of printed or other library materials, or a combination thereof?	Yes
1.30	Does this library have paid staff?	Yes
1.31	Does this library have an established schedule in which services of the staff are available to the public?	Yes
1.32	Does the library have the facilities necessary to support such a collection, staff, and schedule?	Yes
1.33	Is this library supported in whole or in part with public funds?	Yes
1.34	Does this public library meet ALL the criteria of the PLSC public library definition? [PLSC 203] (If you answered YES to each question 1.29 -1.33, then answer this question Yes. If you answered NO to any question 1.29 -1.33, then answer this question No.)	Yes

1.35	Number of Central Libraries [PLSC 209]	1
1.36	Outlet Type Code [PLSC 709]	CE
1.37	Administrative Structure Code [PLSC 202]	SO

BRANCHES/OUTLETS (2.1 - 2.17)

2.1	Total number of bookmobiles [PLSC 211 & PLSC 712]	0
2.2	Total number of branch libraries [PLSC 210]	0
NOTE: For questions 2.3 through 2.16, ONLY INCLUDE branch libraries and bookmobile outlets. DO NOT include the main/central library.		
2.3a	Branch/Outlet Legal Name [PLSC 702]	N/A
2.3b	If this locked question's answer has changed, then enter the updated answer here.	
2.4	ELI Control # [PLSC 701]	N/A
2.5	ELI Branch #	N/A
2.6a	Street Address [PLSC 703]	N/A
2.6b	If this locked question's answer has changed, then enter the updated answer here.	
2.7a	City [PLSC 704]	N/A
2.7b	If this locked question's answer has changed, then enter the updated answer here.	
2.8a	Zip [PLSC 705]	N/A
2.8b	If this locked question's answer has changed, then enter the updated answer here.	
2.9a	Zip +4 [PLSC 706]	N/A
2.9b	If this locked question's answer has changed, then enter the updated answer here.	
2.10a	County [PLSC 707]	
2.10b	If this locked question's answer has changed, then enter the updated answer here.	
2.11a	Telephone [PLSC 708]	N/A
2.11b	If this locked question's answer has changed, then enter the updated answer here.	
2.12a	Square Footage [PLSC 711]	N/A
2.12b	If this locked question's answer has changed, then enter the updated answer here.	
2.12c	Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.	
2.13	Outlet Type Code [PLSC 709]	
2.14	Metropolitan Status Code [PLSC 710]	
2.15	PLSC [PLSC 700]	N/A
2.16	PLSC SEQ	
2.17	Total Public Service Hours PER YEAR for this Outlet [PLSC]	N/A

ANNUAL REPORT DATA (3.1 - 3.7)

3.1	Fiscal Year Start Date (mm/dd/year) [PLSC 206]	05/01/2009
3.2	Fiscal Year End Date (mm/dd/year) [PLSC 207]	04/30/2010
3.3	Number of months in this fiscal year	12
3.4	Name of person preparing this annual report	Jeff Brooks
3.5	Telephone Number	309-347-7111

3.6	FAX Number	309-347-6587
3.7	E-Mail Address	jbrooks@pekinpubliclibrary.org

REFERENDA (4.1 - 4.12)

4.1	Was your library involved in a referendum in FY2009/2010?	No
-----	---	----

Include each type of referendum presented to the voters below:

4.2	Referendum Type	N/A
4.3	If Other, what was the referendum type?	
4.4	Referendum Date (mm/dd/year)	
4.5	Passed or Failed?	N/A
4.6	Effective Date (mm/dd/year)	

If in the last year, or in the period before filing this report, the library board took action to a) convert to public library district status by approval of the corporate authority [75 ILCS (Illinois Compiled Statutes) 16/10-15]; and/or b) the public library district annexed additional territory in an unincorporated area by backdoor referendum [75 ILCS (Illinois Compiled Statutes) 16/15-5 through 15-45]; and/or c) your public library district took any other action by backdoor referendum, indicate the effective date of the action.

4.7	Conversion - Effective Date (mm/dd/year)	N/A
4.8	Annexation - Effective Date (mm/dd/year)	N/A
4.9	Other (please specify)	N/A
4.10	Other - Effective Date (mm/dd/year)	N/A
4.11	Other (please specify)	N/A
4.12	Other - Effective Date (mm/dd/year)	N/A

CURRENT LIBRARY BOARD (5.1 - 5.14)

NOTE: This information is used for directory purposes and for meeting the annual legal reporting requirements of public library districts. Report the most current information available.

5.1	Total number of board seats	9
5.2	Total number of vacant board seats	0
5.3	In accordance with current Illinois Library Laws, subject to the type of public library, this public library board of trustees attests that the current board is legally established, organized, and the terms of office for library trustees are all unexpired.	Yes
5.4	IF NO, please explain	

Members

5.5	Name	Vickie Koch
5.6	Trustee Position	President
5.7	Present Term Ends (mm/year)	6/2011
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	2503 N. Parkway Drive
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	1992
5.5	Name	Carrie Allen
5.6	Trustee Position	Vice-President
5.7	Present Term Ends (mm/year)	6/2011
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A

5.10	Home Address	914 South 9th Street
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	3449
5.5	Name	Leslie Leitner
5.6	Trustee Position	Secretary
5.7	Present Term Ends (mm/year)	6/2011
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	3 Vetter Ct.
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	4659
5.5	Name	Randy Turner
5.6	Trustee Position	Treasurer
5.7	Present Term Ends (mm/year)	6/2012
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	1607 North 8th Street
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	1655
5.5	Name	Sue Crowell
5.6	Trustee Position	Other
5.7	Present Term Ends (mm/year)	6/2012
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	332 Park Avenue
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	4470
5.5	Name	Jason Juchems
5.6	Trustee Position	Other
5.7	Present Term Ends (mm/year)	6/2010
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	1306 Catherine
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	
5.5	Name	Corey Shannon
5.6	Trustee Position	Other
5.7	Present Term Ends (mm/year)	6/2010

5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	1200 Florence Apt 4E
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	
5.5	Name	Mary Jane Sours
5.6	Trustee Position	Other
5.7	Present Term Ends (mm/year)	6/2012
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	1107 Park Avenue
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	
5.5	Name	Tim Williams
5.6	Trustee Position	Other
5.7	Present Term Ends (mm/year)	6/2010
5.8	Telephone Number	N/A
5.9	E-mail Address	N/A
5.10	Home Address	504 South 8th Street
5.11	City	Pekin
5.12	State	IL
5.13	Zip	61554
5.14	Zip +4	4710

FRIENDS GROUP/FOUNDATION (6.1 - 6.4)

6.1	Does your library have a "friends" group?	Yes
6.2	Does your library have a library foundation?	No

FACILITY/FACILITIES (7.1 - 7.2)

7.1a	Total square footage of the main library building [PLSC 711]	34,000
7.1b	If this locked question's answer has changed, then enter the updated answer here.	
7.1c	Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.	N/A
7.2	Total square footage of the branch library building(s), if applicable	N/A
7.2b	Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.	N/A

REPLACEMENT COSTS (8.1 - 8.2)

8.1	What is the current fair market value for the library's real estate (land and buildings including garages, sheds, etc.)?	\$6,000,000
8.2	What is the replacement cost for the library's furniture, equipment and vehicles?	\$720,000

OPERATING RECEIPTS BY SOURCE (9.1 - 9.21)

Operating receipts are the monies received and utilized during the fiscal year to support the provision of ongoing, day-to-day library services.

Exclude: Revenue for major capital expenditures; Contributions to endowments; Revenue passed through to another agency; Funds unspent in previous fiscal years (e.g. carryover); and Tax anticipation warrants.

NOTE: Round answers to the nearest whole dollar.

LOCAL GOVERNMENT

9.1	Local government [PLSC 300] (except capital income from bond sales which must be reported in 13.1a only)	\$893,434
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STATE GOVERNMENT - Exclude: Federal funds distributed by the State of Illinois

9.2	Per capita grant	\$34,571
9.3	Equalization aid grant	\$0
9.4	Personal property replacement tax	\$96,796
9.5	Educate and Automate grants (an IL State Library grant)	\$0
9.6	Other	\$0
9.7	If Other, please specify	
9.8	Total State Government Funds (9.2+9.3+9.4+9.5+9.6) [PLSC 301]	\$131,367

FEDERAL GOVERNMENT - Include: Federal funds distributed by the State of Illinois (e.g., LSTA grants paid directly to your library)

9.9	LSTA funds received	\$0
9.10	E-Rate funds received	\$1,353
9.11	Other federal funds received	\$0
9.12	If Other, please specify	N/A
9.13	Total Federal Government Funds (9.9+9.10+9.11) [PLSC 302]	\$1,353

OTHER INCOME

9.14	Bill and Melinda Gates Foundation grant monies received	\$1,950
9.15a	Other receipts intended to be used for operating expenditures	\$61,320
9.15b	Other non-capital receipts placed in "reserve funds"	0
9.16	TOTAL all other receipts (9.14 + 9.15a, BUT NOT 9.15b) [PLSC 303]	\$63,270

TOTAL OPERATING RECEIPTS

9.17	TOTAL receipts (9.1 + 9.8 + 9.13 + 9.16) [PLSC 304]	\$1,089,424
9.18	Amount of surety bond	\$800,000
9.19	Is the amount of the surety bond in compliance with library law? (The amount of the bond shall be based upon a minimum of 50% of the total funds received by the library in the last/previous fiscal year.)	Yes
9.20	The designated custodian of the library's funds is:	Library Treasurer
9.21	Is this library's annual tax levy/fiscal appropriation subject to "tax caps" (the Property Tax Extension Limitation Law, 35 ILCS 200/18-185, et seq.)?	No

OPERATING EXPENDITURES BY CATEGORY (10.1 - 10.5)

Operating expenditures are the current and recurrent costs necessary to support the provision of library services.

Include: Significant costs, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library may be included if the information is available to the reporting agency. Only such funds that are supported by expenditure documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included.

Exclude: Do not report the value of free items; estimated costs; and, capital expenditures.

NOTE: Round answers to the nearest whole dollar.

10.1	Salaries and wages for all library staff [PLSC 350]	\$550,845
10.2	Fringe benefits, for all library staff, paid for from either the library's or the "municipal corporate authority's" appropriation [PLSC 351]	\$150,801
10.3	Total Staff Expenditures (10.1 + 10.2) [PLSC 352]	\$701,646
10.4	If this library answered question 10.2 as "zero" or "N/A" then choose an answer from the drop-down.	N/A
10.5	If the answer to question 10.4 was other, please explain.	N/A

MATERIALS EXPENDITURES (11.1 - 11.4)

Include: All materials in all formats (e.g., print, microform, electronic) whether purchased, leased or licensed.

Exclude: Charges or fees for interlibrary loans and Expenditures for document delivery.

NOTE: Round answers to the nearest whole dollar.

11.1	Printed Materials [PLSC 353]	\$83,131
11.2	Electronic Materials [PLSC 354]	\$21,936
11.3	Other Materials [PLSC 355]	\$20,440
11.4	TOTAL Materials Expenditures (11.1 + 11.2 + 11.3) [PLSC 356]	\$125,507

OTHER OPERATING EXPENDITURES (12.1 - 12.3)

Exclude: Purchases of major fixed assets (Report in Capital Expenditures)

NOTE: Round answers to the nearest whole dollar.

12.1	All other operating expenditures not included above [PLSC 357]	\$225,697
12.2	TOTAL operating expenditures (10.3 + 11.4 + 12.1) [PLSC 358]	\$1,052,850
12.3	Children's Materials Expenditures	\$22,609

CAPITAL REVENUE AND EXPENDITURES (13.1 - 13.7)

Include funds received for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude revenue for: replacement and/or repair of existing furnishings and equipment; regular purchase of library materials; investments for capital appreciation; income passed through to another agency (e.g., fines); and, funds unspent in previous fiscal year (e.g., carryover).

NOTE: Round answers to the nearest whole dollar.

CAPITAL REVENUE

13.1a	Local Government: Capital Income from Bond Sales	N/A
13.1b	Local Government: Other	\$127,600

13.1c	Total Local Government (13.1a + 13.1b) [PLSC 400]	\$127,600
13.2	State Government [PLSC 401]	\$24,864
13.3	Federal Government [PLSC 402]	\$0
13.4	Other [PLSC 403]	\$0
13.5	If Other, please specify	
13.6	Total Capital Revenue (13.1c + 13.2 + 13.3 + 13.4) [PLSC 404]	\$152,464
CAPITAL EXPENDITURES		
13.7	Total Capital Expenditures [PLSC 405]	\$162,523

PERSONNEL (14.1 - 14.50)

Include all positions funded in the library's budget whether those positions are filled or not. Report position figures as of the last day of the fiscal year. Include only paid employees-do NOT include volunteers. The FTE (full-time equivalent/employee) calculator utilizes the IMLS/PLSC national standard for a full-time work week as 40 hours per week. Illinois libraries should report each staff member's hours per week based on the number of hours worked. If your library considers 35-39+ hours per week as a full-time work week, then report using those figures. DO NOT inflate the hours your library considers as a full-time work week in order to force the resulting calculation to equal 1 FTE. For national comparison purposes, your library must report the total hours per week based on your local standard. For example, for an Illinois library that considers 37.5 hours per week as a full-time work week, the FTE calculation reported nationally will be .9375 or .94 rather than 1.00.

Group A: Librarians with MASTER'S DEGREES (OR DOCTORATES OR CERTIFICATES OF ADVANCED STUDIES) FROM AN AMERICAN LIBRARY ASSOCIATION ACCREDITED PROGRAM OF LIBRARY AND INFORMATION STUDIES. [PLSC 250]

14.1	Position Title	Director
14.2	Primary Work Area Code	LDIR
14.3	Secondary Work Area Code [OPTIONAL]	N/A
14.4	Education Code	MLS
14.5	Sex	M
14.6	Hourly Rate	\$32.77
14.7	Total Hours/Week	40
14.1	Position Title	Assistant Director
14.2	Primary Work Area Code	ADIR
14.3	Secondary Work Area Code [OPTIONAL]	REF
14.4	Education Code	MLS
14.5	Sex	F
14.6	Hourly Rate	\$22.12
14.7	Total Hours/Week	40
14.8	Total Group A: FTE ALA-MLS (14.7 / 40) [PLSC 250]	2.00

Group B: Other Librarians. Include employees with the TITLE OF LIBRARIAN who EITHER have other types of library education (non-American Library Association accredited library degrees; undergraduate library science majors or minors) OR do paid work that usually requires professional training and skill in the theoretical or scientific aspects of library work, or both, as distinct from its mechanical or clerical aspects.

14.9	Position Title	Youth Services Librarian
14.10	Primary Work Area Code	CHD
14.11	Secondary Work Area Code [OPTIONAL]	N/A
14.12	Education Code	BAC
14.13	Sex	F
14.14	Hourly Rate	\$16.27
14.15	Total Hours/Week	39
14.9	Position Title	Young Adult Services Coordinator

14.10	Primary Work Area Code	YAS
14.11	Secondary Work Area Code [OPTIONAL]	REF
14.12	Education Code	BAC
14.13	Sex	F
14.14	Hourly Rate	\$16.06
14.15	Total Hours/Week	39.5
14.16	Total Group B: FTE Other Librarians (14.15 / 40)	1.96
14.17	Total FTE Librarians (14.8 + 14.16) [PLSC 251]	3.96

OTHER PAID EMPLOYEES

Group C: Full-time/part-time technical and clerical employees

NOTE: Include business managers here.

14.18	Total hours worked in a typical week by all Group C employees	454
14.19	Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$9.00
14.20	Maximum hourly rate actually paid (convert annual salary to hourly rate)	\$18.76
14.21	Total FTE Group C employees (14.18 / 40)	11.35

Group D: Full-time/part-time pages or shelvers

14.22	Total hours worked in a typical week by all Group D employees	97
14.23	Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$8.00
14.24	Maximum hourly rate actually paid (convert annual salary to hourly rate)	\$10.00
14.25	Total FTE Group D employees (14.22 / 40)	2.43

Group E: Full-time/part-time building maintenance, security or plant operation employees

14.26	Total hours worked in a typical week by all Group E employees	56
14.27	Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$9.38
14.28	Maximum hourly rate actually paid (convert annual salary to hourly rate)	\$21.07
14.29	Total FTE Group E employees (14.26 / 40)	1.40
14.30	Total FTE Other Paid Employees from Groups C, D, and E (14.21 + 14.25 + 14.29) [PLSC 252]	15.18
14.31	Total FTE Paid Employees (14.17 + 14.30) [PLSC 253]	19.14

Librarian Vacancies

Include only those budgeted librarian positions vacant on the last day of this fiscal year for which there was an active search while the position remained vacant.

14.32	Position Title	N/A
14.33	Primary Work Area Code	N/A
14.34	Education Code	N/A
14.35	Total Hours/Week	N/A
14.36	Number of Weeks Vacant during FY2009/10	N/A
14.37a	Annual Salary Range Minimum	N/A
14.37b	Annual Salary Range Maximum	N/A

Newly Created Librarian Positions

Include any newly created librarian positions which were created in FY2009/10.

14.38	Position Title	N/A
14.39	Primary Work Area Code	N/A

14.40	Education Code	N/A
14.41	Total Hours/Week	N/A
14.42	Current Status: Filled or Unfilled	N/A
14.43	Date Filled (mm/year, if applicable)	N/A
Eliminated Librarian Positions		
An eliminated librarian position is one that was budgeted for in FY2008/09 but was not in the budget for FY2009/10.		
14.44	Position Title	N/A
14.45	Primary Work Area Code	N/A
14.46	Education Code	N/A
14.47	Total Hours/Week	N/A
14.48	Date Eliminated (mm/year)	N/A
14.49	Last Annual Salary Paid	N/A
14.50	Reason Eliminated (i.e. lack of funds or need, etc.)	N/A

SERVICE HOURS/LIBRARY VISITS (15.1 - 15.19)

Monday		Yes
15.1	Open?	
15.2	Based on a typical Monday, how many hours was the library open on this day?	12.00
Tuesday		Yes
15.3	Open?	
15.4	Based on a typical Tuesday, how many hours was the library open on this day?	12.00
Wednesday		Yes
15.5	Open?	
15.6	Based on a typical Wednesday, how many hours was the library open on this day?	12.00
Thursday		Yes
15.7	Open?	
15.8	Based on a typical Thursday, how many hours was the library open on this day?	12.00
Friday		Yes
15.9	Open?	
15.10	Based on a typical Friday, how many hours was the library open on this day?	9.00
Saturday		Yes
15.11	Open?	
15.12	Based on a typical Saturday, how many hours was the library open on this day?	8.00
Sunday		No
15.13	Open?	
15.14	Based on a typical Sunday, how many hours was the library open on this day?	.0
15.15	Based on a typical week, how many DAYS in that week was the CENTRAL library open mornings (Midnight - 11:59 a.m.)?	6
15.16	Based on a typical week, how many DAYS in that week was the CENTRAL library open afternoons (Noon - 5:59 p.m.)?	6.00
15.17	Based on a typical week, how many DAYS in that week was the CENTRAL library open evenings (6:00 p.m. - 11:59 p.m.)?	4

PER YEAR FOR THE

15.18a	Total public service hours MAIN/CENTRAL LIBRARY [PLSC]	3396
15.18b	Total public service hours PER YEAR FOR ALL BRANCH LIBRARIES & BOOKMOBILES [PLSC]	N/A
15.18c	Total scheduled public service hours PER YEAR FOR ALL SERVICE OUTLETS (15.18a + 15.18b) [PLSC 500]	3,396.00
15.19	Total annual visits/attendance in the library [PLSC 501]	220,305

PROGRAMS & ATTENDANCE (16.1 - 16.6)

Exclude: (1) Library activities delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, resume writing assistance, homework assistance, and mentoring activities. (2) Programs sponsored by other groups that use library facilities.

16.1	Total Number of Adult Programs	108
16.2	Adult Program Attendance	1,262
16.3	Total Number of Young Adult Programs [PLSC 602]	32
16.4	Young Adult Program Attendance [PLSC 605]	475
16.5	Total Number of Children's Programs [PLSC 601]	321
16.6	Children's Program Attendance [PLSC 604]	13,623
16.7	Total Number of Library Programs (16.1 + 16.3 + 16.5) [PLSC 600]	461
16.8	Total Library Program Attendance (16.2 + 16.4 + 16.6) [PLSC 603]	15,360

REGISTERED BORROWERS (17.1 - 17.5)

17.1	Total number of resident borrower's cards in force as of the last day of the fiscal year	15,819
17.2	How often are resident borrower's card records purged from your database?	Routinely
17.3	Total number of non-resident borrower's cards sold during the past fiscal year	88
17.4	Total amount of fees collected for non-resident borrower's cards in the past fiscal year	\$6,336
17.5	Number of registered borrowers as of the last day of the fiscal year [PLSC 503]	15,907

RESOURCES OWNED (18.1 - 18.16)

This area does NOT cover all materials for which expenditures were reported. Report only items that the library has acquired as part of the collection and cataloged whether purchased, licensed, or donated as gifts.

Books

18.1	Held at end of FY2009/10	117,845
Back Files (Retrospective Holdings): Newspapers (Print format only)		
18.2	Held at end of FY2009/10	12
18.3	Are these counts a volume count OR a title count	Title
Back Files (Retrospective Holdings): Magazines/Periodicals/Serials (Print format only)		
18.4	Held at end of FY2009/10	180
18.5	Are these counts a volume count OR a title count	Title
18.6	Total Print Materials (18.1 + 18.2 + 18.4) [PLSC 450]	118,037
Current Subscriptions: Newspapers/Magazines/Periodicals/Serials (Print format only)		
18.7	Held at end of FY2009/10 [PLSC 458]	192

Current Subscriptions: Newspapers/Magazines/Periodicals/Serials (Electronic/Digital formats only)

18.8 Held at end of FY2009/10 [PLSC 459] 0

E-books 205

18.9 Held at end of FY2009/10 [PLSC 451]

Audio recordings 4,437

18.10 Held at end of FY2009/10 [PLSC 452]

DVD/Videos 5,692

18.11 Held at end of FY2009/10 [PLSC 453]

Licensed Databases

Report the number of licensed databases acquired through payment or formal agreement, by source of access. Each database should be counted individually even if access to several databases is supported through the same vendor interface.

Exclude: Subscriptions to individual electronic serial titles should be reported in question 18.8 NOT in 18.12 - 18.15.

18.12 Local License negotiated by the local library [PLSC 454] 8

18.13 State License negotiated by the Illinois State Library [PLSC 455] 18

18.14 Other consortia within the state or region -- License negotiated by regional library system(s) and/or other cooperative(s) [PLSC 456] 2

18.15 Total Licensed Databases (18.12 + 18.13 + 18.14) [PLSC 457] 28

Children's Holdings 39,100

18.16 Children's Holdings

USE OF RESOURCES (19.1 - 19.25)

Report for the library's entire fiscal year

19.1 Number of adult materials loaned 190,467

19.2 Number of children's materials loaned [PLSC 551] 70,972

19.3 Total number of materials loaned (19.1 + 19.2) [PLSC 550] 261,439

Circulation, including renewals, by type of material

ADULT

19.4 Fiction Books 85,607

19.5 Nonfiction Books 26,586

19.6 Fiction Videos & DVD 44,264

19.7 Nonfiction Videos & DVD 7,150

19.8 Fiction Audios 8,465

19.9 Nonfiction Audios (include music) 9,593

19.10 Magazines/Periodicals 8,467

19.11 Other Formats 335

19.12 TOTAL (Sum of 19.4-19.11) (Total should = answer to question 19.1) 190,467

CHILDREN

19.13 Fiction Books 45,153

19.14 Nonfiction Books 10,969

19.15 Fiction Videos & DVD 13,865

19.16 Nonfiction Videos & DVD 0

19.17 Fiction Audios 429

19.18 Nonfiction Audios (include music) 332

19.19 Magazines/Periodicals 206

19.20	Other Formats	18
19.21	TOTAL (Sum of 19.13-19.20) (Total should = answer to question 19.2)	70,972
19.22	Number of interlibrary loans loaned to other libraries [PLSC 552]	10,282
19.23	Number of interlibrary loans borrowed from other libraries [PLSC 553]	8,184
19.24	Does your library participate in reciprocal borrowing?	Yes
19.25	IF YES, report the number of materials loaned	28,943

REFERENCE QUESTIONS (20.1 - 20.3)

Number of reference questions, for the fiscal year, asked at the _____ department. [PLSC 502]

20.1	Adult Department	20,486
20.2	Children's Department	3,833
20.3	TOTAL (20.1 + 20.2) [PLSC 502]	24,319

AUTOMATION (21.1 - 21.13)

How many of the following does your library have?

Windows/PC Compatible Computers

21.1	Total Number in Library	50
21.2	Number Available for Public Use	26

Macintosh Computers

21.3	Total Number in Library	1
21.4	Number Available for Public Use	0

Printers

21.5	Total Number in Library	11
21.6	Number Available for Public Use	2

21.7	Does your library have <u>public access</u> computers that contain general software applications (e.g., wordprocessors, spreadsheets, databases)?	Yes
------	---	-----

21.8	Are your library's catalog records part of an automated or web-based public access catalog (OPAC)?	Yes
------	--	-----

21.9	IF YES, is the catalog available online?	Yes
------	--	-----

21.10	IF YES, what is the Internet address of the OPAC?	www.pekinpubliclibrary.org
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21.11	Does your library have a telecommunications device for the deaf (TDD)?	No
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21.12	IF YES, how many TDDs are in your library?	0
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21.13	Are any TDDs available for public use?	N/A
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INTERNET (22.1 - 22.26)

22.1	Does your library have Internet access?	Yes
------	---	-----

22.2	If your library does NOT have Internet access, please explain why in 75 words or less.	N/A
------	--	-----

22.3	How can patrons access/use the Internet within the library?	Patrons directly
------	---	------------------

22.4	Does your library have wireless Internet access?	Yes
------	--	-----

22.5	IF YES, is it for patron use so patrons can access the Internet while in your library using their own personal computers?	Yes
------	---	-----

What Internet provider(s) does your library use? (Check all that apply)

22.6	Illinois Century Network (ICN)	No
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- 22.7 Other Yes
 22.8 If Other, please specify CenturyLink, NSTLink
 22.9 If your library is NOT a participant in the Illinois Century Network (ICN), please indicate why: Other
 22.10 What type(s) of Internet connection(s) is/are used by your library? (Check all that apply)

If you need help, contact your Internet service provider (ISP) or regional library system.

- DSL Yes
 Cable No
 Wireless Yes
 Satellite No
 Fiber No
 Leased Line No
 Network (State, Regional, Municipal) No
 Dial-up No
 Don't Know No
 Other (specify) No
 N/A No

- 22.11 If Other, please specify
 22.12 What is the maximum speed of your library's Internet connection? (Select one) 6.4 - 43 Mbps
 22.13 If Other, please specify
 22.14 Has your library board adopted an Internet public access policy? Yes
 22.15 How many Internet computers does your library have available for public use? [PLSC 650] 20
 22.16 Report the number of in-library users of public Internet computers in a year [PLSC 651] 72,413
 22.17 Report the annual number of views of your library's homepage n/a
 22.18 Does your library provide instruction (workshops, classes) to patrons on the use of the Internet? Yes
 22.19 Does your library utilize Internet filters? Yes
 22.20 IF YES, when did your library start using filters? (mm/year) 04/2002

IF YES, which Internet stations have filters? (Check all that apply)

- 22.21 All staff stations Yes
 22.22 All public stations Yes
 22.23 Public children's stations only No
 22.24 Public adult stations only No
 22.25 Other No
 22.26 If Other, please specify

E-RATE (23.1 - 23.4)

- 23.1 Did your library apply directly for E-rate (telecommunications discounts) for FY2009/10? Yes
 23.2 IF YES, what is the dollar amount (either as discounts/credits on your telecommunications bills or as direct payments to your library) that your library was awarded for FY2009/10? 1353.42
 23.3 Why did your library NOT participate in the E-rate program? N/A
 23.4 If Other, please explain N/A

STAFF DEVELOPMENT & TRAINING (24.1 - 24.3)

24.1	How much money did your library spend on staff development and training this fiscal year? (Round answer to the nearest whole dollar.)	\$4,812
24.2	Does this include travel expenses?	Yes
24.3	How many hours of training did employees receive this year?	197

SUGGESTED QUESTIONS FOR FUTURE IPLARS (25.1)

25.1	What information is not currently asked on the Illinois Public Library Annual Report (IPLAR) that you would be interested in if it were collected?
------	--

DISTRICT SUPPLEMENT (26.1-26.12)

Public Library Districts: Required IPLAR Supplemental Reports Fiscal Year 2009/10

26.1	During the last fiscal year, did the district acquire property (real property, i.e. building(s) or land)?	N/A
IF YES, how was the property acquired? (Check all that apply)		
26.2	Purchase	No
26.3	Legacy	No
26.4	Gift	No
26.5	Other	No
26.6	Provide a general description of the property acquired.	
26.7	Does your library have any outstanding liabilities, including bonds?	
26.8	IF YES, what is the amount of outstanding liabilities, including bonds?	
26.9	Include a description of all outstanding liabilities.	
26.10	Does your library have fiscal accumulations (reserve funds, outstanding fund balances, etc.)?	
26.11	IF YES, then prepare a statement that details the dollar amount(s) and the reason(s) for the fiscal accumulations.	
26.12 Public Library District Secretary's Audit (Submit in paper format; there is no electronic version).		

A Secretary's Audit must be prepared on your library's letterhead and contain the following information:

1. Your library's name and address (should be on the library's letterhead).
2. The following text: "This is to testify that we have examined the Secretary's minutes and other records for the past year and find they are in order and have no errors or discrepancies for FY2009/10."

NOTE: If there ARE any errors or discrepancies, please list and explain fully.

3. The signatures of two trustees who were appointed by the President to audit the Secretary's records.
4. The date completed.

CERTIFICATION PAGE

Click [here](#) to print certification form.

IPLAR SUBMISSION REMINDERS

Follow these steps for IPLAR submission:

1. Click on the Status tab.
 2. Click on the Unanswered Questions tab which defaults to View Required Unanswered Questions. Supply answers for these required questions.
 3. Click on the Edit Checks tab and resolve edit checks. Explain pragmatically why this year's answer is equal to, less than, or more than the previous year's answer.
 4. Click on the Submit Survey tab. Scroll to the lower right corner of the page and click on the green submit survey button.
- NOTE: All required unanswered questions must be answered and all edit checks must contain narrative notes in order for the survey to electronically submit.

IL STATE LIBRARY WILL COMPLETE

27.1	EAV 1 [ISL]	
27.2	EAV 2 [ISL]	
27.3	EAV 3 [ISL]	
27.4	EAV 4 [ISL]	
27.5a	EAV TOTAL (27.1 + 27.2 + 27.3 + 27.4) [ISL]	0.00
27.5b	EAV in \$1,000 (27.5a / 1,000) [ISL]	
27.6	Tax Rate 1 [ISL]	
27.7	Tax Rate 2 [ISL]	
27.8	Tax Rate 3 [ISL]	
27.9	Tax Rate 4 [ISL]	
27.10	Average Tax Rate [ISL]	



REQUEST FOR COUNCIL ACTION

To: Mayor Dunn and Council Members

CC: City Manager Dennis Kief

From: City Clerk Sue E. McMillan

AGENDA ITEM: Annual Prevailing Wage Resolution

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Adoption of Resolution No. 54- 10/11 –Annual Prevailing Wage

BACKGROUND:

The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on Public Works construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.

The City of Pekin, by policy, during the month of June of each calendar year, investigates the rate of wages to be paid and post or keeps available its determination. The City of Pekin accepts the Illinois Department of Labor's ascertained list of classifications and rates for Tazewell County. This information is attached to the Resolution, which remains posted in the lobby of City Hall throughout the year.

After acceptance by the Council the adopted resolution is certified and filed in the office of the Secretary of State in Springfield pursuant to the Act and 820 ILCS 130-9. For compliance a Legal Notice is then published in the *Pekin Times*, making the public aware that the information is available for inspection of interested parties. The City must also include provisions concerning the prevailing wage into each public works ordinance, bid, bid specifications, and contract.

FINANCIAL IMPACT: \$ N/A

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: \$ pay rates for Tazewell County paid to trade classifications listed on the IDOL schedule.

IMPACT IF DENIED: potential compromise of funding sources for various public works projects.

ALTERNATIVES: Not to adopt a prevailing wage policy and the Department of Labor determines the prevailing wage for the public body.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: N/A

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

RESOLUTION NO. 54-10/11

**A RESOLUTION OF THE CITY OF PEKIN, TAZEWELL COUNTY,
ILLINOIS ASCERTAINING THE PREVAILING RATES
OF WAGES FOR LABORERS, WORKERS AND MECHANICS
EMPLOYED AT PUBLIC WORKS OF THE CITY OF PEKIN**

WHEREAS, the Prevailing Wage Law, Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes approved June 26, 1941, as amended, requires that each public body awarding any construction contract for public work or doing such work by day labor shall annually ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Pekin under authority of the Industrial Project Bond Act or Home Rule Ordinance, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party and a certified copy hereof must be promptly filed in the Office of the Secretary of State and Labor Department and be provided to others on request; and

WHEREAS, the City of Pekin believes Prevailing Wage Law shall apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City's Land Subdivision Code (including waivers/variations there from), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

WHEREAS, the City of Pekin believes that contractors awarded contracts for public work as defined by state statute and this Resolution shall, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, County of Tazewell, State of Illinois, that the prevailing wages as set forth in the document attached hereto are incorporated herein by reference as the prevailing rates of hourly wages in the City of Pekin, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT FURTHER RESOLVED that the prevailing wages set forth in the document attached hereto and incorporated by reference shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City's Land Subdivision Code (including waivers/variations there from), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution shall, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.00; and

BE IT RESOLVED that nothing herein contained shall be constructed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that the City Clerk shall publicly post or keep available for inspection by any interested party in the main office of this City this determination of prevailing rates of wages; and

BE IT RESOLVED that the City Clerk shall mail a copy of this determination to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this determination and that it is effective prevailing wage determination of this public body.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2010.

Rusty L. Dunn, Mayor

ATTEST:

Sue E. McMillan, City Clerk

Tazewell County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	NW	BLD		24.670	26.170	1.5	1.5	2.0	7.050	11.62	0.000	0.850
ASBESTOS ABT-GEN	NW	HWY		27.080	28.330	1.5	1.5	2.0	7.050	12.17	0.000	0.850
ASBESTOS ABT-GEN	SE	BLD		24.740	25.490	1.5	1.5	2.0	6.550	9.530	0.000	0.800
ASBESTOS ABT-MEC		BLD		30.410	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		34.170	37.170	2.0	2.0	2.0	6.820	8.550	0.000	0.350
BRICK MASON		BLD		29.620	31.120	1.5	1.5	2.0	6.550	8.080	0.000	0.460
CARPENTER		BLD		28.890	31.140	1.5	1.5	2.0	7.250	11.15	0.000	0.320
CARPENTER		HWY		29.830	32.080	1.5	1.5	2.0	7.000	9.940	0.000	0.320
CEMENT MASON		BLD		26.300	28.050	1.5	1.5	2.0	6.590	12.80	0.000	0.500
CEMENT MASON		HWY		27.500	28.900	1.5	1.5	2.0	6.590	13.23	0.000	0.500
CERAMIC TILE FNSHER		BLD		27.310	0.000	1.5	1.5	2.0	6.550	8.080	0.000	0.460
ELECTRIC PWR EQMT OP		ALL		32.770	0.000	1.5	1.5	2.0	4.750	9.170	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		22.480	0.000	1.5	1.5	2.0	4.750	6.290	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		36.410	38.750	1.5	1.5	2.0	4.750	10.19	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		23.590	0.000	1.5	1.5	2.0	4.750	6.610	0.000	0.000
ELECTRICIAN		BLD		33.790	36.290	1.5	1.5	2.0	5.250	9.370	0.000	0.250
ELECTRONIC SYS TECH		BLD		26.330	28.080	1.5	1.5	2.0	5.250	7.790	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		37.850	42.580	2.0	2.0	2.0	10.03	9.460	2.270	0.000
GLAZIER		BLD		28.520	30.520	1.5	1.5	2.0	8.100	7.700	0.000	1.000
HT/FROST INSULATOR		BLD		40.550	43.050	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		BLD		29.390	31.140	1.5	1.5	2.0	8.140	10.51	0.000	0.420
IRON WORKER		HWY		32.340	34.340	1.5	1.5	2.0	8.140	10.51	0.000	0.370
LABORER	NW	BLD		23.670	25.170	1.5	1.5	2.0	7.050	11.62	0.000	0.800
LABORER	NW	HWY		26.630	27.580	1.5	1.5	2.0	7.050	12.17	0.000	0.800
LABORER	SE	BLD		24.740	25.490	1.5	1.5	2.0	6.550	9.530	0.000	0.800
LABORER	SE	HWY		27.390	28.390	1.5	1.5	2.0	6.550	10.74	0.000	0.800
LATHER		BLD		28.890	31.140	1.5	1.5	2.0	7.250	11.15	0.000	0.320
MACHINERY MOVER		HWY		32.340	34.340	1.5	1.5	2.0	8.140	10.51	0.000	0.370
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		BLD		27.310	0.000	1.5	1.5	2.0	6.550	8.080	0.000	0.460
MARBLE MASON		BLD		29.070	30.320	1.5	1.5	2.0	6.550	8.080	0.000	0.460
MILLWRIGHT		BLD		29.640	31.890	1.5	1.5	2.0	7.250	10.74	0.000	0.320
MILLWRIGHT		HWY		30.180	32.430	1.5	1.5	2.0	7.000	10.09	0.000	0.320
OPERATING ENGINEER		BLD 1		30.690	33.690	1.5	1.5	2.0	6.750	10.25	0.000	1.400
OPERATING ENGINEER		BLD 2		28.540	33.690	1.5	1.5	2.0	6.750	10.25	0.000	1.400
OPERATING ENGINEER		BLD 3		26.960	33.690	1.5	1.5	2.0	6.750	10.25	0.000	1.400
OPERATING ENGINEER		HWY 1		33.000	36.000	1.5	1.5	2.0	7.500	10.80	0.000	1.800
OPERATING ENGINEER		HWY 2		30.490	36.000	1.5	1.5	2.0	7.500	10.80	0.000	1.800
OPERATING ENGINEER		HWY 3		26.340	36.000	1.5	1.5	2.0	7.500	10.80	0.000	1.800
PAINTER		ALL		31.700	33.700	1.5	1.5	1.5	8.100	8.200	0.000	1.000
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIIVER		BLD		29.390	31.640	1.5	1.5	2.0	7.250	11.15	0.000	0.320
PILEDRIIVER		HWY		30.830	33.030	1.5	1.5	2.0	7.000	9.940	0.000	0.320
PIPEFITTER		BLD		36.050	40.020	1.5	1.5	2.0	6.700	10.47	0.000	1.010
PLASTERER		BLD		27.000	28.250	1.5	1.5	2.0	6.590	12.33	0.000	0.500
PLUMBER		BLD		33.060	36.040	1.5	1.5	2.0	6.700	12.17	0.000	0.900
ROOFER		BLD		26.950	27.950	1.5	1.5	2.0	6.450	7.200	0.000	0.150
SHEETMETAL WORKER		BLD		31.200	32.760	1.5	1.5	2.0	6.870	12.35	0.000	0.560
SIGN HANGER		HWY		32.340	34.340	1.5	1.5	2.0	8.140	10.51	0.000	0.370
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
STEEL ERECTOR		HWY		32.340	34.340	1.5	1.5	2.0	8.140	10.51	0.000	0.370
STONE MASON		BLD		29.620	31.120	1.5	1.5	2.0	6.550	8.080	0.000	0.460
TERRAZZO FINISHER		BLD		27.310	0.000	1.5	1.5	2.0	6.550	8.080	0.000	0.460
TERRAZZO MASON		BLD		29.070	30.320	1.5	1.5	2.0	6.550	8.080	0.000	0.460

TILE MASON	BLD	29.070	30.320	1.5	1.5	2.0	6.550	8.080	0.000	0.460
TRUCK DRIVER	ALL 1	28.487	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	ALL 2	28.887	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	ALL 3	29.087	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	ALL 4	29.337	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	ALL 5	30.087	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 1	22.790	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 2	23.110	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 3	23.270	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 4	23.470	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	O&C 5	24.070	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TUCKPOINTER	BLD	29.620	31.120	1.5	1.5	2.0	6.550	8.080	0.000	0.460

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters

PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from

ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive

contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batchers; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

LEGAL NOTICE

NOTICE OF RESOLUTION NO. 54 – 10/11 PREVAILING WAGE RATES

TAKE NOTICE that the City Council of the City of Pekin, pursuant to “An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941 as amended, has determined on, and as effective from June 14, 2010, that the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the City of Pekin is the same as determined by the Department of Labor of the State of Illinois for Tazewell County as of June 1, 2010. A copy of the full Resolution and the Department of Labor determination is available for inspection by any interested party in the Office of the City Clerk, 111 South Capitol Street, Pekin, Illinois 61554, and to any employer or association of employers and any person or association of employees who have filed, or file their names and addresses, requesting copies of the same.

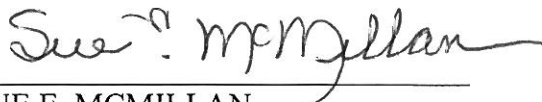
BY: Sue E. McMillan, City Clerk
City of Pekin, County of Tazewell
111 South Capitol Street
Pekin, Illinois 61554

CERTIFICATE

I, SUE E. MCMILLAN, CITY CLERK IN AND FOR THE CITY OF PEKIN, IN THE COUNTIES OF TAZEWELL AND PEORIA, IN THE STATE OF ILLINOIS, AND KEEPER OF THE RECORDS AND FILES THEREOF, AS PROVIDED BY STATUTE, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, PERFECT AND COMPLETE COPY OF RESOLUTION NO. 54-10/11 PREVAILING WAGE, ADOPTED UNANIMOUSLY BY THE CITY COUNCIL OF THE CITY OF PEKIN AT ITS COUNCIL MEETING HELD ON JUNE 14, 2010

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF June, 2010

(SEAL)



SUE E. MCMILLAN
CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Install Pedestrian Activated Crossing Signal – Coal Miner’s Park & Parkway Dr.

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Approve starting the process of installing a crossing signal at Coal Miner’s Park and Parkway Drive.

BACKGROUND: Since the construction of the bike trail and the increase in activities at Coal Miner’s Park, the Traffic Safety Committee has been looking at ways to make crossing Parkway Drive at this location safer. To date, there have been warning signs installed, flashing pedestrian crossing signs installed, the speed limit was lowered, and a continuous flashing yellow light hung over the crossing but there are still reports of vehicles failing to yield and people coming close to being hit. At the beginning of the year, the Manual of Uniform Traffic Control Devices (MUTCD) was revised to include the use of a High-intensity Activated cross-Walk (HAWK) signal. This device will provide for a safer way to cross Parkway by stopping the traffic with a red light.

Traffic Safety has been waiting for this signal to officially be approved for use and is now recommending that one be installed. Because of the location and the many different entities that will benefit from this signal, they contacted the Park District and Pekin High School for financial support. Both have committed up to \$20,000 each toward the installation of the signal which is estimated to cost between \$50,000 & \$75,000.

This request is to start the process of getting this installation designed and ready to go out for bids. I recommend that you approve starting the process to install these signals to improve the safety of the crossing.

FINANCIAL IMPACT: Estimate City will cover the cost of the engineering and 1/3 the cost of installation for a total of \$20,000 to \$30,000

NEIGHBORHOOD CONCERNS: Improves the safety of the pedestrian/bike crossing at Coal Miner’s Park and Parkway Drive

IMPACT IF APPROVED: will start the design process for signal installation

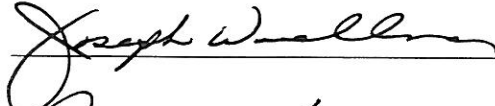
IMPACT IF DENIED: intersection will remain as is and continue to be a safety concern

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe Community – Quality of Life

REQUIRED SIGNATURES

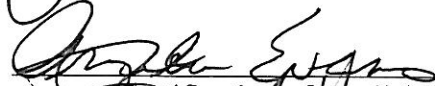
Department Director



4/8/10

Date

Finance Department



(Certification of Availability of Funds)

6-8-10

Date

Corporation Counsel



(Certification of Review)

6-9-10

Date

City Manager

Date

How does a HAWK signal work?

"HAWK" stands for High-intensity Activated cross-Walk. It is a new kind of signal designed to help pedestrians cross busy streets.

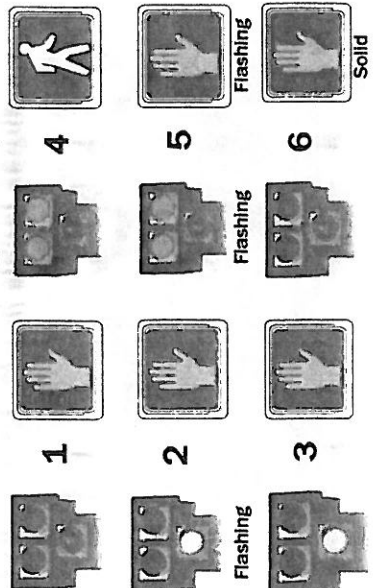
While different in appearance to the driver, to the pedestrian this signal works the same as any button-activated traffic signal in the District. It stops traffic with a red signal allowing pedestrians to cross safely.

How to use as a Pedestrian:

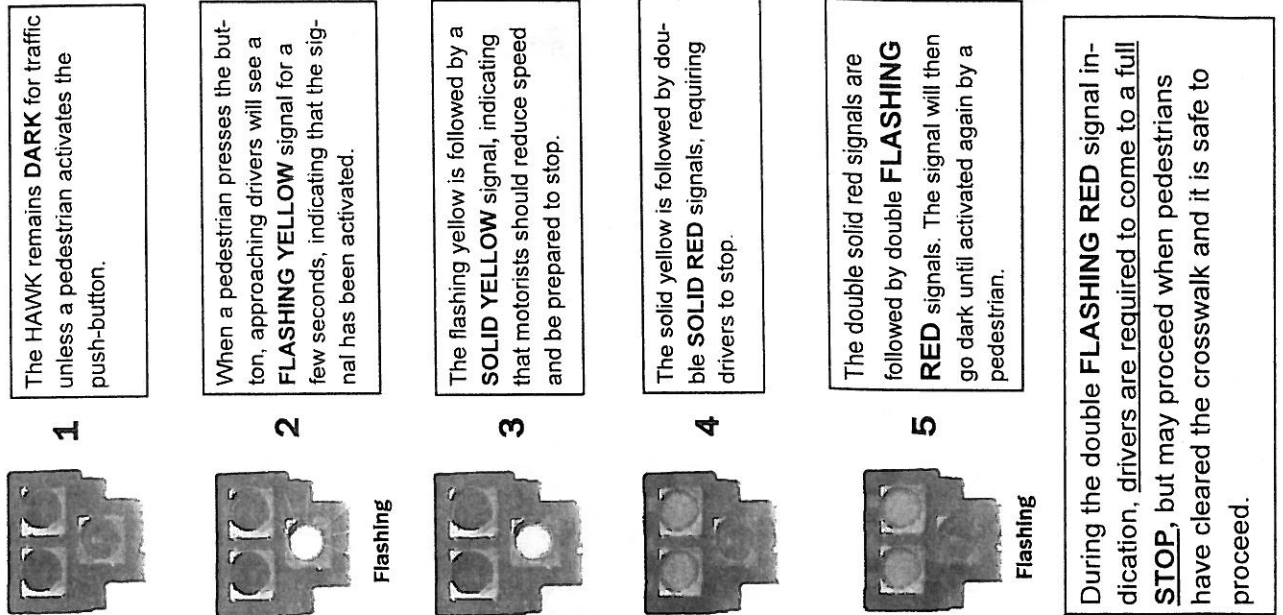
Using a HAWK signal as a pedestrian is easy. Simply push the button and wait for the WALK signal to appear. It may take up to one minute for the signal to change, depending on the time of day. Be sure traffic has stopped before you enter the crosswalk.

The FLASHING DON'T WALK signal will appear as you finish your crossing. Countdown numbers will show how much time remains to cross the street.

HAWK - Pedestrian signal sequence:

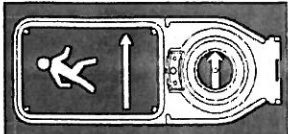


HAWK - Motorist signal sequence:



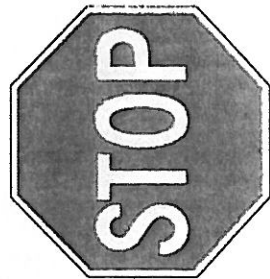
Accessibility for Disabled Pedestrians

The new HAWK signal features Accessible Pedestrian Signal equipment that provides disabled pedestrians with information about when the WALK signal is on. An audible message and vibrating arrow button will announce when the WALK signal is on.



Side Street Traffic

Unlike a standard traffic signal, intersections with HAWK signals do not have any traffic signals facing the side street approaches. Any side street that is controlled by a stop sign will continue to be controlled by a stop sign when a HAWK signal is in place.



HAWK Signals in DC

The District Department of Transportation (DDOT) received permission from the Federal Highway Administration (FHWA) in April 2009 to experiment with HAWK signals. This type of signal has been safely and successfully tested in Tucson, AZ and several other cities in the US since 2004. Alexandria, VA installed a HAWK signal in 2008.

The HAWK signal installed at Georgia Ave. and Hemlock St. NW is a pilot location and DDOT will gather data on its operation and report to FHWA.

Pedestrian Safety

DDOT places a high priority on pedestrian safety and is focusing efforts on unsignalized crosswalks on high traffic streets. Often these crossings do not meet engineering standards for installation of a conventional traffic signal so DDOT may use other treatments instead.

While various treatments exist for these unsignalized crossings, there is growing concern that more should be done – especially on streets with heavy, high-speed traffic.

The District, like most states, requires motorists to stop and give the right of way to pedestrians legally within crosswalks. However, DDOT research has shown that on busy, high traffic streets, only about 1 in 4 drivers is willing to stop for pedestrians in the crosswalk. The HAWK signal has been found to significantly increase motorist awareness and produce as much as a 97% motorist compliance rate.

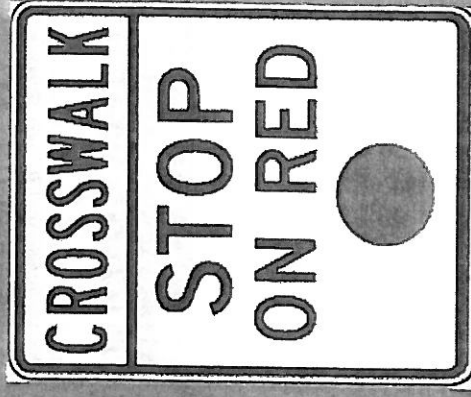
Resident Questions & Concerns

If you have any questions about the HAWK signal or any traffic control device in the District, please contact the

District Department of Transportation at
202-673-6813 or visit our website at
www.ddot.dc.gov.



HAWK (High-Intensity Activated crossWALK) Pedestrian Signal Guide



What You Need to Know





REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Sue McMillan, Angie Evans, & City Attorney

From: Denny Kief

AGENDA ITEM: Authority to Negotiate Electric Power Agreement

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Authorize the City Manager to negotiate a modification to the current Electric Power Agreement with Sempra Energy Solutions to improve the price paid for power. Modification will require a two (2) year extension to the current agreement scheduled to end December 31, 2011 to December 31, 2013.

BACKGROUND: As a result of the electric industry de-regulation in the fall of 2006, the City of Peoria, the County of Peoria, the Peoria Civic Center and the Peoria Public Library entered into a twenty-four (24) month contract with Sempra Energy Solutions to purchase electricity. Due to the successful results of the consortium, City of Pekin, Tazewell County, Pekin Park District, Pekin Public Library, the Chillicothe Sanitation District and the Greater Peoria Airport entered into contracts with Sempra Energy Solutions timing the end of their contracts with the City, County, Civic Center, Library, thereby increasing our purchasing power with larger usage. The following municipalities and governmental entities have already approved the extension of the thirty-six month contract: City of East Peoria, County of Peoria, Peoria Civic Center, Peoria Public Library, and Chillicothe Sanitation District. Each entity will enter into individual contracts with Sempra Energy Solutions but will benefit from the pricing of the larger consortium. It is anticipated that the contract will be priced between July 15th and July 17th.

The current modification will reduce the cost per kilowatt by 0.7 cents which comes to an annual savings to the City of \$23,100 or roughly \$2,000 per month. I recommend that the Council give the City Manager the authority to negotiate with Sempra on this latest agreement modification.

FINANCIAL IMPACT: Increases the savings on electric power cost by \$23,100 per year.

NEIGHBORHOOD CONCERNS: Keeping costs as low as possible.

IMPACT IF APPROVED: The City of Pekin will continue to benefit from purchasing electricity

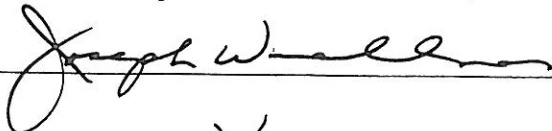
IMPACT IF DENIED: The City of Pekin will continue under the current rates and possibly lose \$36,000 over the last 18 months of the current agreement.

ALTERNATIVES:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

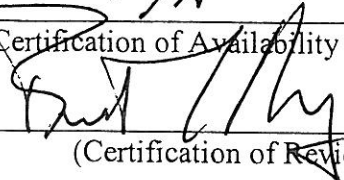
Department Director

 6/8/10
Date

Finance Department

N/A
(Certification of Availability of Funds) Date

Corporation Counsel

 6/9/10
(Certification of Review) Date

City Manager

Date

Tiered Price, Fixed Volume Electricity (MISO)
Reference:
ELECTRICITY SALES AND PURCHASE AGREEMENT
Between Sempra Energy Solutions LLC ("Seller")
And City of Pekin, IL ("Buyer")
As of July 17, 2008 ("Effective Date")
Addendum Date: June 02, 2010

This Addendum (the "Addendum") supplements the Electricity Sales and Purchase Agreement referred to above (the "Agreement") and **supersedes that certain Addendum for Electricity bearing the Delivery Point set forth below and the Addendum Date December 17, 2008 (the "Underlying Addendum") only for the Delivery Period set forth below.** The Parties hereby agree to the terms and conditions set forth herein for Buyer's Facilities served at the Delivery Point. As supplemented by this Addendum all other Terms and Conditions contained in the Agreement remain in full force and effect. Capitalized terms not otherwise defined in this Addendum shall have their meanings set forth elsewhere in the Agreement, including its Appendices.

1. DELIVERY POINT & DELIVERY PERIOD

Sale and Delivery of Electricity will be made to the interconnection point(s) between the RTO Transmission Grid and Buyer's Local Utility ("the Delivery Point"). Delivery to meters at Buyer's facility(ies) will be made by Buyer's Local Utility. All pricing relates to Contract Quantities, usage and demand determined at the Delivery Point. This Addendum shall be in full force and effect as of the Addendum Date. The terms set forth herein shall apply from the Start Date through the End Date ("Delivery Period"):

Market Area	Delivery Point	Utility
MISO	Ameren IL	Ameren CILCO

Start Date:	End Date:
July 01, 2010	December 31, 2013

2. CONTRACT PRICE

Electricity Fees – Buyer shall pay (a) the Fixed Price (in \$/MWh) for the Fixed Price Contract Quantity and (b) the Index Price plus the Index Premium (in \$/MWh) for the Index Price Contract Quantity.

Ancillary Services & ISO Charge – This charge includes market-based Ancillary Services and ISO Fees. Buyer shall pay the Ancillary Services & ISO Charge (in \$/MWh) for the Total Hourly Contract Quantity;

Capacity Charge – Buyer shall pay the Capacity Charge multiplied by the Capacity Obligation for every hour during the Delivery Period.

Tariff Based Charge – This charge includes Tariff Based Ancillary Services and Network Transmission. Buyer shall pay the Tariff Based Charge multiplied by the Tariff Based Obligation for every hour during the Delivery Period. The Tariff Based Charges set forth below reflect the MISO tariff rates applicable on the Start Date. Buyer shall be responsible for the actual incremental costs above such estimates, if any.

The Contract Prices include only the components set forth below. Seller shall pass through to Buyer all other charges associated with Electricity delivery to the Delivery Point which are not included, including without limitation State mandated renewable energy charges and Buyer's Local Utility charges, Net Inadvertent Distribution, Revenue Neutrality Uplift, or Revenue Sufficiency Guarantee. *PT means "pass through".*

Fixed Price	Index Price	Index Premium	Ancillary Services & ISO Charge	Capacity Charge	Tariff Based Charge
\$58.58	MISO Day Ahead Locational Marginal Price for AMIL.AMILSES	\$6.00	\$0.85	\$1.92	\$1.68

3. MONTHLY SETTLEMENT

Buyer shall pay the Contract Price as set forth above. For each monthly billing cycle, Seller shall adjust Buyer's invoice based on Buyer's usage as described below. Buyer's usage is adjusted for losses determined at the Delivery Point.

Excess Quantity: If Buyer's usage (expressed in MWh) during any hour of delivery exceeds the Total Hourly Contract Quantity (the "Excess Quantity"), Buyer shall pay Seller for this Excess Quantity at the *Real Time* market energy price during that hour of excess usage plus related delivery costs, as assessed or defined by the RTO controlling the area where Buyer's Facilities are located, plus \$6.00 per MWh.

Deficit Quantity: If Buyer's usage (expressed in MWh) during any hour of delivery is less than the Total Hourly Contract Quantity as set forth above (the "Deficit Quantity," calculated by subtracting Buyer's usage from Buyer's Contract Quantity), Seller shall credit Buyer's account by an amount equal to the Deficit Quantity multiplied by the *Real Time* market energy price during that hour of deficit usage less any applicable RTO charges as assessed or defined by the RTO controlling the area where Buyer's Facilities are located.

4. **CONTRACT QUANTITY**

The Contract Quantities at the Delivery Point are set forth below. The Tariff Based Obligation is based on the Buyer's historic peak demand. The Capacity Obligation is based on the Buyer's historic peak demand and reflects the appropriate scalar adjustments in effect as of the Addendum Date. The Total Hourly Contract Quantity shall be equal to the Fixed Price Contract Quantities plus the Index Price Contract Quantities.

Contract Quantities							
Month	Hourly On Peak Quantities		Hourly Off Peak Quantities		Buyer's Estimated Baseline Usage (MWh)	Tariff Based Obligation (MW)	Capacity Obligation (MW)
	Fixed Price Contract Quantity (MW)	Index Price Contract Quantity (MW)	Fixed Price Contract Quantity (MW)	Index Price Contract Quantity (MW)			
7/2010	.50	0.0	.37	0.0	298	.57	.60
8/2010	.48	0.0	.35	.01	312	.59	.61
9/2010	.45	.05	.32	.07	320	.69	.72
10/2010	.43	.11	.35	.09	361	.63	.66
11/2010	.45	.11	.36	.09	362	.67	.70
12/2010	.49	.12	.40	.10	411	.71	.74
1/2011	.50	.12	.42	.10	422	.72	.76
2/2011	.47	.12	.39	.10	361	.68	.71
3/2011	.42	.11	.34	.09	355	.65	.68
4/2011	.37	.09	.30	.07	296	.55	.57
5/2011	.41	.07	.37	0.0	311	.60	.63
6/2011	.43	.06	.32	.07	315	.67	.70
7/2011	.43	.03	.34	.01	296	.57	.60
8/2011	.48	0.0	.35	.01	314	.59	.61
9/2011	.45	.06	.32	.07	321	.69	.72
10/2011	.43	.11	.35	.09	361	.63	.66
11/2011	.45	.11	.36	.09	364	.68	.71
12/2011	.48	.12	.40	.10	406	.71	.74
1/2012	.50	.12	.42	.10	420	.72	.76
2/2012	.47	.12	.39	.10	372	.68	.71
3/2012	.42	.10	.34	.08	349	.65	.68
4/2012	.37	.09	.29	.07	295	.55	.57
5/2012	.38	.10	.29	.07	312	.60	.63
6/2012	.39	.10	.31	.08	313	.67	.70
7/2012	.37	.09	.28	.07	300	.57	.60
8/2012	.38	.10	.29	.07	314	.59	.62
9/2012	.41	.10	.31	.08	320	.69	.72
10/2012	.43	.11	.35	.09	366	.63	.66
11/2012	.46	.11	.37	.09	367	.69	.72
12/2012	.48	.12	.40	.10	403	.69	.72
1/2013	.50	.13	.42	.11	427	.72	.76
2/2013	.48	.12	.40	.10	366	.68	.71
3/2013	.43	.11	.35	.09	362	.65	.68

4/2013	.37	.09	.30	.07	297	.55	.57
5/2013	.38	.10	.29	.07	313	.60	.63
6/2013	.40	.10	.31	.08	314	.67	.70
7/2013	.37	.09	.28	.07	299	.57	.60
8/2013	.38	.10	.29	.07	312	.59	.61
9/2013	.40	.10	.30	.08	311	.69	.72
10/2013	.43	.11	.35	.09	362	.63	.66
11/2013	.44	.11	.36	.09	357	.64	.67
12/2013	.49	.12	.40	.10	406	.71	.74

5. **CHANGE IN CIRCUMSTANCES**

The Contract Price for Electricity is established in reliance on the accuracy of information provided to Seller concerning Buyer's load requirements. Any incremental costs incurred by Seller as a result of inaccuracies in any such information provided to Seller may be passed through to Buyer.

The Contract Price for Electricity is established in reliance on the existing Laws, rates, charges, Capacity and Tariff Based Obligations, RTO operations, market structure, congestion zone design and protocols that are in effect as of the Addendum Date. The Contract Price may also include costs for RTO provided services. In the event of changes in the above that cause additional costs to Seller, Seller may pass through such costs to Buyer.

6. **DEMAND RESPONSE**

If Buyer participates in any demand response programs, Buyer shall notify Seller and reimburse Seller for any costs incurred by Seller as a result of Buyer's participation.

BROKER FEES. Buyer hereby acknowledges that a third party broker may have been used for this transaction and understands that all compensation paid to a broker by Seller will be included in the Contract Price.

CREDIT Buyer hereby acknowledges that Seller's acceptance of this Addendum and enrollment of Buyer's Facilities is contingent upon Seller receiving a completed Credit Application (attached) and subject to Buyer meeting Seller's credit requirements as determined by Seller in its sole discretion.

This Addendum is subject to the Schedule(s) identified below and that are attached hereto:

SEMPRA ENERGY SOLUTIONS LLC

CITY OF PEKIN, IL

By: _____

By: _____

Title: _____

Title: _____

APPENDIX II
ENROLLMENT FORM

FOR THE ELECTRICITY SALES AND PURCHASE AGREEMENT
BETWEEN SEMPRA ENERGY SOLUTIONS ("SELLER")
AND
City of Pekin, IL ("BUYER")
AS OF July 17, 2008 ("EFFECTIVE DATE")
APPENDIX DATE: June 02, 2010

Reference:

Market Area	Delivery Point	Buyer's Local Utility
MISO	Ameren IL	Ameren CILCO

1. CUSTOMER ACCOUNTS

Account Number	Meter Number	Address	City	Zip
0122161016	2GE16706			
0671104012	93993222			
0809381450	90513092			
0873280001	00231357			
0903280970	2DU44640			
1212343006	08641543			
1277382172	77323824			
1336235692	2DU05338			
1579145017	91824626			
2067132017	49802929			
2148875212	2DU58241			
3144864017	2GE78570			
3338277052	10063577			
3346688094	2LG28179			
3705717005	06387314			
3880670332	3LG00588			
4110903001	03892395			
4270536008	08154833			
4276998006	10486953			
4392662006	10328404			
4604685052	04880951			
5403011008	10486910			
5897775007	2LG17816			
6807023210	2GE90027			
6846464811	73965177			

7179113009	76845466			
7488840175	2LG84275			
7558266893	2GE91856			
7592505054	73965155			
8359477854	84936332			
8444348575	09992365			
8586886009	2LG35396			
8678455853	2DU16556			
8692021001	10109320			
8783783934	09469209			
8954702001	10052269			
9643040572	10328456			
9720046000	02707568			
9786432174	10328457			

2. ACCOUNT INFORMATION

Buyer represents that the account information listed above is for Buyer's own account(s) with Buyer's Local Utility. Buyer acknowledges that Seller will rely on the accuracy of the account information listed above in performing its obligations under this Agreement.

3. DOCUMENTATION

Buyer authorizes Seller, and Buyer assumes responsibility for preparing and submitting to Buyer's Local Utility any required documents appointing Seller as Buyer's energy service provider, substantially in the form provided by Seller, and any other documents reasonably required for Seller to act as limited agent of Buyer, including authorizing the release of customer-specific information to Seller. Buyer will provide Seller with all account information and other documents required to appoint Seller as Buyer's energy service provider no later than three (3) business days prior to any deadline designated by Buyer's Local Utility. Costs and expenses incurred by Seller as a result of a delayed or unsuccessful enrollment of Buyer as Seller's customer will be Buyer's sole responsibility, provided that the delay or failure is not a direct result of any action or inaction by Seller. Buyer represents to Seller that it can and will be enrolled on the Start Date for the sale and purchase of Electricity.

SEMPRA ENERGY SOLUTIONS LLC

CITY OF PEKIN, IL

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Chief Miller

AGENDA ITEM: Offenses/Misdemeanors, Presence on Riverfront

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Adopt new ordinance regulating hours of "presence" on the riverfront.

BACKGROUND: For the past twenty years the riverfront has been a difficult public safety venue to attempt to police, particularly in the later, nighttime hours. Over the past ten years, the police department has handled nearly 900 calls at that location. In an effort to maintain the riverfront as a safe and welcoming venue for our community, we have executed numerous extra policing details and strategies to curtail fights, alcohol, drugs, littering and criminal damage to public property, that we have all too often experienced at that location. Short of stationing an officer at the riverfront, we believe the best strategy to continue to make it a safe and welcoming feature of the community is to curtail the late, nighttime hours, which is when the criminal activity generally takes place.

After several talks with the Department of Conservation and ascertaining that they were in concert with our intention of maintaining access for fisherman and boaters launching and retrieving their watercraft at all times, while simply limiting nighttime access for other use, we are proposing to limit hours from 10:00 PM to 5:00AM. Again, this would allow unimpeded access to the recreational aspects of the river and simply close the area for non-recreational use in concert with the remainder of the adjoining Miller Park area.

FINANCIAL IMPACT: \$0

NEIGHBORHOOD CONCERNS: The few nearby residents would most likely be relieved with this approach as vehicle use and noise would be greatly reduced during late night hours.

IMPACT IF APPROVED: This could allow the police department to focus on policing other public safety responsibilities.

IMPACT IF DENIED: The police department will need to dedicate more public resources to maintain a safe environment.

ALTERNATIVES: Most strategies have been exhausted (i.e. cameras, pro-active police details, voluntary compliance campaigns).

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe and prosperous community.

REQUIRED SIGNATURES

Department Director

HPG Mub 6-8-10
Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) 6-8-10
Date

City Manager

Date _____

ORDINANCE NO. 2622-10/11

AN ORDINANCE AMENDING TITLE 6, CHAPTER 2,
OF THE CODE OF THE CITY OF
PEKIN REGARDING OFFENCES / MISDEMEANORS,
PRESENCE ON RIVERFRONT AREA OR WEST BOAT RAMP

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
include in the City Code restrictions regarding access to and parking in specified areas adjacent
to the Riverfront Area or West Boat Ramp; and

WHEREAS, the City Council has determined that such restrictions regarding access to
and parking in specified areas adjacent to the Riverfront Area and West Boat Ramp are
necessary and advisable for safety reasons.

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

1. That Title 6, Chapter 2, Section 1, Subsection 2, DEFINITIONS, be
amended to include, alphabetically, the following definitions of Riverfront Area and West Boat
Ramp:

RIVERFRONT AREA: Riverfront area means the parking lots adjacent to Water
Street and Court Street from Caroline Street to Court Street and on Court Street
from Main Street west to the Illinois River.

WEST BOAT RAMP: West Boat Ramp means the boat ramp and parking area
on the west bank of the Illinois River situated in Pekin.

2. That Title 6, Chapter 2, Section 13 be adopted as a new section as follows:

6-2-13. PRESENCE ON RIVERFRONT AREA OR WEST BOAT RAMP

A. No person shall enter upon or park in any area posted as Closed to the Public nor shall any person use or abet the use of any Riverfront Area or West Boat Ramp in violation of posted notices.

(1) No person shall enter upon or park in the Riverfront Area between the hours of 10:00 p.m. to 5:00 a.m. unless launching or retrieving watercraft from the river.

(2) No person shall enter upon or park at the West Boat Ramp on the west bank of the Illinois River in Pekin from 10:00 p.m. to 5:00 a.m. unless launching or retrieving watercraft from the river.

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 _____, 2010; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

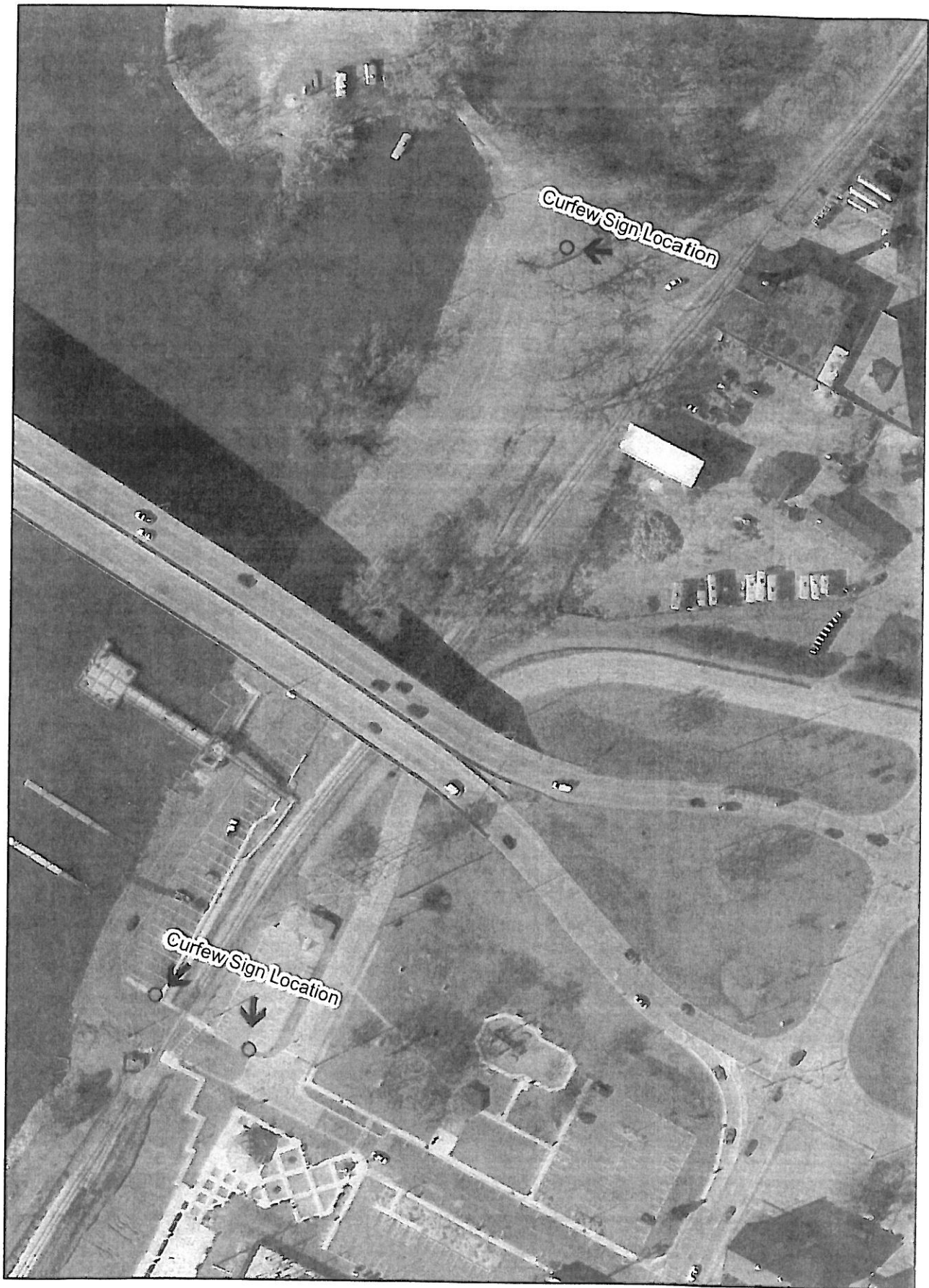
APPROVED this ____ day of _____, 2010.

MAYOR

ATTEST:

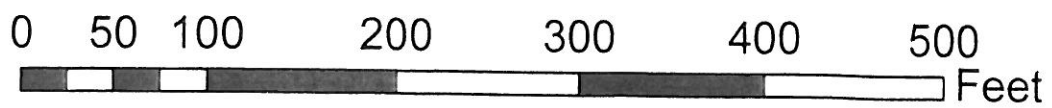
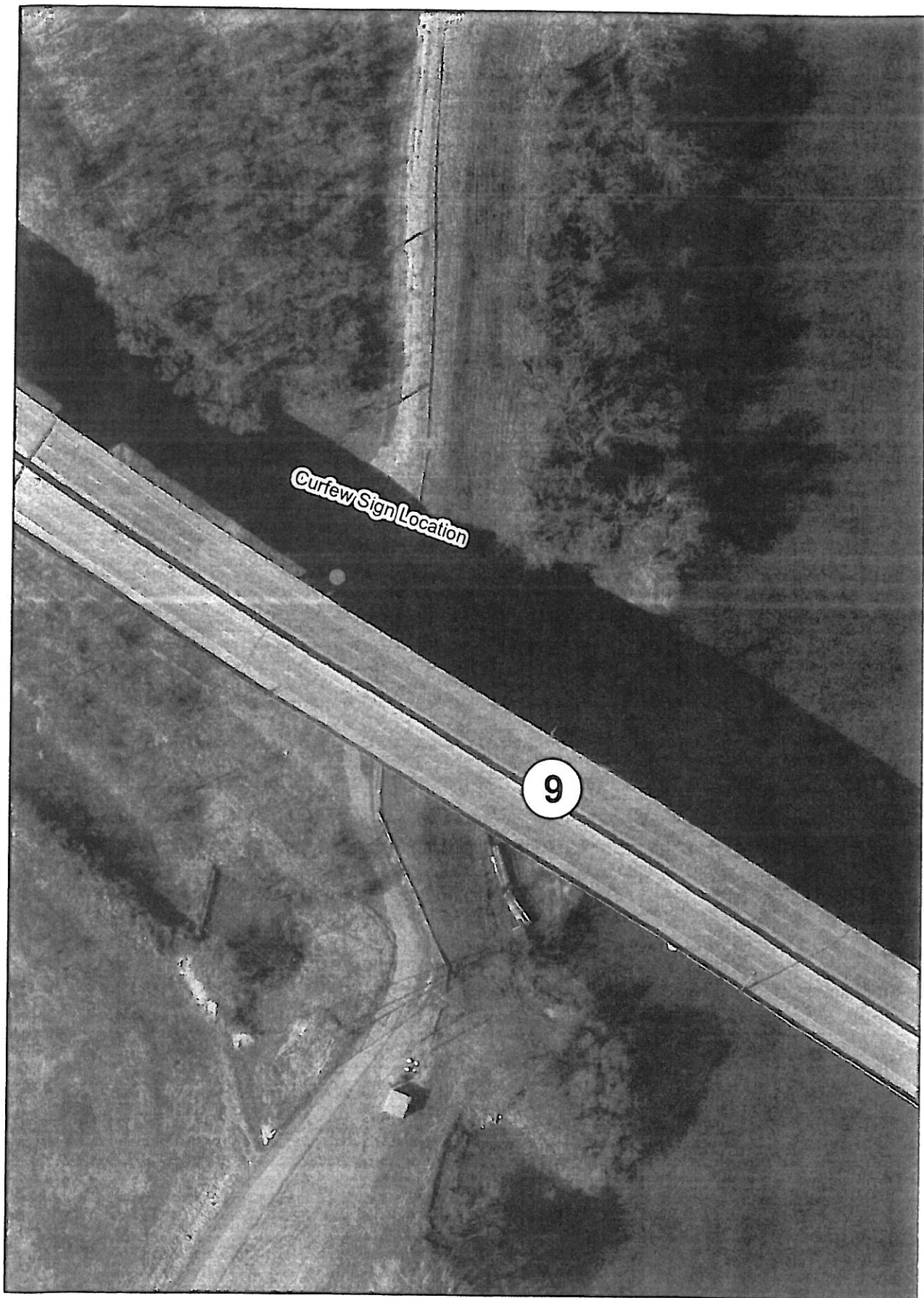
CITY CLERK

Water Street Curfew



0 50 100 200 300 400 500
Feet

Water Street Curfew





REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Ted Miller

AGENDA ITEM: Amend Parking Code (Hillyer and the 400-500 blocks of S. 7th and 8th)

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Removal of (2) hour parking restriction on Hillyer and the 400 and 500 blocks of South 7th and 8th Streets.

BACKGROUND: The area bordered by S. 6th, St. Joseph, S. 8th, and Washington Streets was implemented as a 2 hour parking zone in the 1970's. The purpose was presumably due to the local church, school and businesses taking up parking on the street on an ongoing basis. The 2 hour parking ostensibly kept individuals from filling up the neighborhood with vehicles on an all-day basis.

Residents recently approached the traffic safety committee requesting removal of the two hour designation. Most felt it was a severe inconvenience to them. They also related that the school and church had developed more off-street parking in recent years, which served to alleviate cars parking all day in front of their homes. A petition bearing (48) neighborhood resident's signatures was given to the committee. These signatures represented the majority of homes in the area. However, there are still a few residents that would like for the code to remain unchanged.

The traffic safety committee's recommendation was to leave the two hour parking restriction on S.6th, St. Joseph and Haines, while lifting the restriction on the remainder of the streets as listed above. The non-affected streets are those that are closest to the church, school and post office, where a turnover may yet be beneficial. If the (2) hour restriction is approved in the remainder of the area, these streets would be monitored and the restriction could be lifted at a later date, if practical.

FINANCIAL IMPACT: \$0

NEIGHBORHOOD CONCERNS: As listed above.

IMPACT IF APPROVED: Most neighborhood residents would benefit from the open parking and would be able to park in front of their homes when needed as well as have extended parking for company.

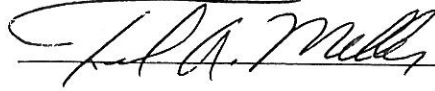
IMPACT IF DENIED: Residents will continue to experience the inconvenience of not being able to park for more than (2) hours on the street.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of life issue.

REQUIRED SIGNATURES

Department Director



6-4-10

Date

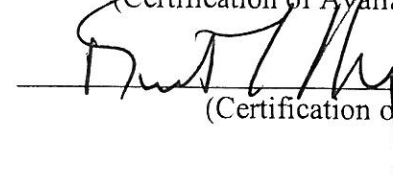
Finance Department



(Certification of Availability of Funds)

Date

Corporation Counsel



6-9-10

(Certification of Review)

Date

City Manager

Date

ORDINANCE NO. 1462-A298 – 10/11

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
AREA BORDERED BY S. 6TH, ST JOSEPH, S. 8TH, WASHINGTON**

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

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

WHEREAS, the Traffic Safety Committee addressed parking concerns of areas bordered by S. 6th, St. Joseph, S. 8th, Washington Streets at the Traffic Safety Committee Meeting on June 4, 2010; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider lifting 2 hour parking restrictions on Hillyer Street from S. 6th to S. 8th and S. 7th and S. 8th from Washington to Court Streets; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the Traffic Code NO PARKING SCHEDULE

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated April 12, 2010 in its entirety, and inserting the No Parking Schedule dated June 14, 2010 attached hereto and incorporated herein by this reference.

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 _____, 2010; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2010.

Mayor

ATTEST:

City Clerk

Mr. Joe Wuellner
City of Pekin
111 South Capitol St.
Pekin, IL 61554

Dear Mr. Wuellner:

We the undersigned residents of the 400 & 500 blocks of South Seventh St. and South Eighth St., Haines St. and Hillyer St. are requesting that the two hour parking restriction on our streets be eliminated. We feel that whatever the reason or reasons this limit was imposed no longer exist. It appears that only residents of the neighborhood and their guests are parking on these streets. There currently seems to be no apparent need for this restriction

The enforcement of this parking ban seemingly serves only to harass the residents of our neighborhood and cannot generate sufficient revenue for the city to justify the cost of enforcing the parking limit. Also, it has been suggested that the residents of our neighborhood BUY PERMITS to park on our streets. WE TOTALLY OPPOSE THIS IDEA. WE SHOULD NOT HAVE TO PAY TO PARK ON OUR NEARLY DESSERTED STREETS. We strongly recommend rejection of this idea.

Also if the city insists on keeping the parking limit there need to be many and clearly visible signs about this parking limit. One sign per block is NOT ENOUGH and the signs need to be more specific that "Two Hour Parking from 9AM to 5PM". They need to state the days of the week that the parking limit applies

In summary we are in agreement that the two hour parking limit in our neighborhood be eliminated as soon as possible.

NAME	ADDRESS
Louis H. Klockenga	701 Washington St.
Bonnie L. Klockenga	701 Washington St.
Elizabeth Deschapper	507 S. 7th St.
Gerry J. Pruitt	501 S 7th St.
Margaret R. Grappenthaus	707 Hillyer St.
Myra Gleason	623 Hillyer St
Walter Gleason	623 Hillyer St
Charles J. Wainwright	419 Haines St
Nina E. Dances	419 Haines St

NAME

ADDRESS

Michelle Tubaux	408 S. 7 th
Barbara Pruitt	501 S. 7 th
Richard Beal	629 Washington.
Kathleen Bright	713 So. 7 th
Junior Boyzeth	706 Hillier St
Tracy Boyzeth	706 Hillier St
Brittany Boyzeth	706 Hillier St
Emily Boyzeth	706 Hillier St.
Ray Wilkerson	504 So 8 th
Jackqueline Wilkerson	504 So 8 th
Courtney Bass	708 Hillier St.
James Brapperman	907 Willier St.
Kathy Beal	629 Washington St
Ramon J. Ramos	618 Hillier St.
Jill m Vick	616 Hillier St
Kelly J. Vick	616 Hillier St.
Stephanie Brandt	421 Haines Ave.
James B. Brandt	421 Haines Ave.
Todd Bellman	419 S. 7 th
Mittie Bellman	419 S th 7 th St.

NAME

ADDRESS

Carla Henderson	714 Hillier
PAULA DIETSCH	714 Hillier
Barbara Theleritis	507 S. 8 th St.
Laura Niemann	500 S. 8 th St.
Gene Wyman	504 S 8 th ST
Denny Talbot	700 Hillier
Toni Talbot	"
Susan McCabe	624 Hillier St.
MICHAEL MCCABE	624 HILLIER ST
Pamela Reese	510 S. 7 th St
Jaime Evans	506 S. 7 th St.
Mark Deschper	507 S. 7 th St.
Leslie Hayes	617 Hillier St.
Jeffrey Lewis	617 Hillier St.
Glenn S. Grant	503 S. 8 th St.
Ronald C. Grant	503 S. 8 th ST.
Steven Swanson	712 Hillier ST
Kid Franks	418 So 7 th Street.
Julie Henderson	714 Hillier St

City of Pekin
Joe Wuellner
Chairman, Traffic Safety Committee
111 S.Capitol Street
Pekin Illinois 61554

Dear Mr. Wueller,

I invite any of the committee members to come to my home and actually see how the two hour affects me and my neighbors. Haines Avenue is one of the least used streets in the City of Pekin. I understand the need for limited parking times when St. Joseph Church and school, as well as Washington Intermediate School, are having services and functions, but this doesn't happen on a daily basis all year round. I don't mind them using my street for those functions.

What I do mind is that I and my neighbors cannot use the street for longer than 2 hours. In fact, it causes hardships for us all when people visiting are not allowed to stay at our homes for longer than two hours without moving their car every 2 hours or having to leave within the two hour limit. Imagine holiday gatherings or gathering of any kind between family and friends where you have to announce to your guests that it is time to move your car or time to leave. I have family out of state who I don't feel I can invite to stay at our home because of the limits on parking. Would you or other committee members enjoy living under those circumstances and not be angered to then be asked to pay for parking, but only for those living in your home and with restrictions?

Currently the residents on my street park in the back of their homes. There is limited space to park our own vehicles let alone visitors. Without use of the street we already have restrictions, asking us to pay to use the street with MORE restrictions is ridiculous. I own my home. I pay the required taxes each year. I watch my wonderfully historic brick street deteriorate year after year along with the curbing (sections laying in the street because they will no longer stay in place), I am now responsible for upkeep on both alley ways no longer used by the city. Now the traffic safety committee wants me and my neighbors to pay to park in a public street in front of our homes? Something other residents can do already in other neighborhoods.

The only way I will support this idea would be if every resident in Pekin is required to do the same. It would be a courtesy to the homeowners in my neighborhood to get rid of the 2 hour restriction for residents only, and allow them the freedom to use the street parking as they need it. After all this is not a major city where parking is limited to parking lots or located right in downtown Pekin.

Sincerely,

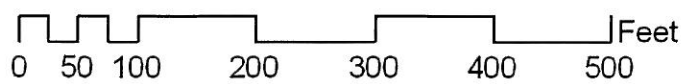
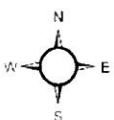
Kibbie Dunbar
417 Haines Ave.,
Pekin, Il. 61554

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Add
								*correctio
						of Traffic		*previous
Total	Always	All days	Ann Eliza Street	11th Street	12th Street	East-West	Both	
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
Total	6:00am-6:00	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
2 hour	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hour	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
2 hour	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
2 hour	8am-4pm	School	Court Street (Front	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Cynthia Street	Broadway	South 2nd Street	West	Both	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
2 hour	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
2 hour	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
2 hour	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Add
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
Total	8:15am-8:45	School	Highwood Avenue	341' South of Melani	456' North of Powers	North	East	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
2 hour	9am-5pm	Mon-Sat	Hillyer Street	South 6th Street	South 8th Street	East-West	Both	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Koch Street	Summer Street	100' East	West	North	
Total	Always	All days	Koch Street	South 2nd Street	South 14th Street	East	Both	
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	Market Street	North 19th Street	East dead end of street	East-West	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	8:15am-8:45	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg C	East	South	
Total	Always	All days	McLean Street	151' West of 8th Stre	225' West of 8th Street	West	North	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	Meyers Court	12th Street	West end	East-West	Both	
2 hour	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 18th Street	James Road	50' South of James Roa	South	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Tr	Side	Date of Add
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
2 hour	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	
Total	Always	All days	South 6th Street	Broadway	Washington Street	South	Both	
15 min	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 7th Street	95' South of Park Av	180' South	South	West	12-14-09
2 hour	9am-5pm	Mon-Sat	South 7th Street	Washington Street	Court Street	North-South	Both	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Stree	North	East	
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
2 hour	9am-5pm	Mon-Sat	South Capitol Stre	Court Street	Sabella Street	South	Both	
Total	Always	All days	South Capitol Stre	Washington Street	Broadway	North	West	
Total	7:30am-5pm	School	South Capitol Stre	Prince Street	South 80'	North	Both	
Total	Always	All days	South Capitol Stre	Washington Street	from stop signs 90' Sout	North	Both	
2 hour	9am-5pm	Mon-Sat	South Capitol Stre	Broadway	Court Street	North	Both	
2 hour	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hour	9am-5pm	Mon-Sat	St Joseph Place	South 7th Street	Haines Avenue	West	Both	
2 hour	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
2 hour	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vista	West	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	

Broadway to Washington, 6th to 8th





REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Façade Grant Application for Seico Security – 132 Court Street

AGENDA DATE REQUESTED: 6/14/10

ACTION REQUESTED: Approval by Mayor and Council to pay Seico Security the eligible amount under the terms of the façade guidelines of \$12,500. Seico Security, is located at 132 Court Street. They are replacing existing store front windows, opening up the original store front windows along Court Street which have been covered and replacing with a bronze frame and new glass. Also, new double doors at the main entrance will be replaced along with other improvements to the exterior of the building. This program reimburses 1/2 of the cost up to \$12,500 (whichever is less). Seico Security received 2 bids for each area of improvements for their building as required for the application. Pekin Main Street Design committee has reviewed the application and recommends to council the approval of this façade grant for the amount of \$12,500.00. The approved amount would be paid upon satisfactory completion of the work. Total improvement costs for the above work is \$26,350.00

BACKGROUND: TIF Façade Grant

FINANCIAL IMPACT: \$12,500.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Allows a downtown building to be greatly improved in a block with high daily traffic counts and provides an example to the public that view it of the cities intent to rehabilitate our historic downtown and riverfront district.

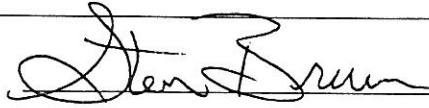
IMPACT IF DENIED: The property owner are requesting financial assistance from the City's TIF Façade Program and if denied they would have to consider a "phase in" approach to their building.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of Life

REQUIRED SIGNATURES

Department Director



6-8-10

Date

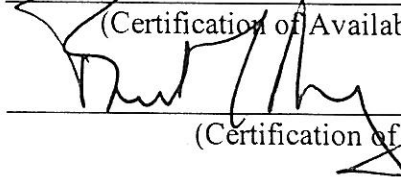
Finance Department



(Certification of Availability of Funds)

Date

Corporation Counsel



(Certification of Review)

6-10-10

Date

City Manager

Date

City of Pekin, Illinois Downtown Facade Revitalization Program

APPLICATION REQUEST

Submit to: Steve Brown, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: Seico, Inc.
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 132 Court Street PIN No. _____
3. Owner of Property (if different from applicant): _____
4. Owner's Address: _____ Phone #: 347-3200
5. Phone No. of Applicant/Contact Person (if different from Owner): Brad Juergens
6. Is any portion of building leased? No If so, please provide name and address of lessee: _____

7. Is the ground level floor space devoted to commercial purposes? yes
8. Briefly describe the type of business operation presently housed in building: administrative
and sales offices
9. What is approximate age of building? _____
10. Is Owner of property currently participating in any other City business assistance program? No
11. Are you aware of any historical or architectural significance associated with the building? No
If yes, please explain: previous owner, City of Pekin
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:
Store front window frames will be replaced with new bronze
frames and new glass, covered window openings on Court St. side will
be restored with new windows New store front double doors at
main entrance; replace wood soffitt, new can lights and new
doors for employee entrance.

13. How soon after possible grant approval by the City would you begin your project? 30 Days
14. Once started, how long would it take to complete? 60 Days
15. What is the total cost of planned eligible work? \$ 26,350.00
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
① Cash on hand
② Line of credit (Morton Community Bank)
17. Will the planned building renovation result in the creation of any new jobs? No
If yes, how many full-time and/or part-time positions will result? _____

Applicant(s) Signature: _____

Date: 6/4/10

Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

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

Date: _____ Chair Signature: _____

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

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

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

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

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

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

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

Applicant(s) Signature: Bob Surge

Date: 6/4/10

Date: _____

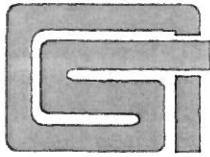
Submit to: Steve Brown, City of Pekin, 111 S. Capital St, Pekin, IL 61554

City of Pekin, Illinois Downtown Facade Revitalization Program

Required Attachments Along With Application Request

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

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



SEICO SECURITY SYSTEMS

132 Court Street • Pekin, IL 61554-3105
(309) 347-3200 • Fax (309) 347-5730
(309) 673-2815 After Hours

SERVING,
FINANCIAL,
COMMERCIAL,
INDUSTRIAL,
RETAIL SINCE 1972

- ACCESS CONTROL SYSTEMS
- ATM SECURITY
- BANK EQUIPMENT
 - Drive-up Systems
 - Sales Vault Doors
 - Safe Deposit Boxes
 - Undercounter Cabinetry
- BURGLAR ALARMS
- CENTRAL STATION MONITORING
- CLOSED CIRCUIT TV SURVEILLANCE
 - Outdoor/Indoor
 - Daytime/Nighttime
 - Microwave
 - Fiber Optics
 - Wireless Transmission Systems
- FIRE ALARMS
- HOLD UP ALARMS
- PHOTO I.D. SYSTEMS
 - Accessories
 - Laminates
 - PVC
- SECURITY CONSOLES
- TURNSTILES & GATE OPERATORS

April 29, 2010

Steve Brown
City of Pekin
111 South Capitol Street
Pekin, IL 61554
RE: Downtown Facade Revitalization Program

Dear Steve:

SEICO is committed to improving the exterior appearance of our building to enhance the downtown area.

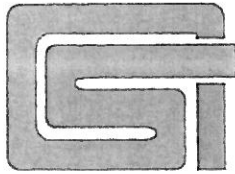
In order to complete all of the necessary improvements we are requesting financial assistance from the City's downtown façade revitalization program.

Without the assistance we may have to "phase in" the project.

Thank you for the consideration

Cordially,

Brad Juergens
Vice President
SEICO Security



**SEICO SECURITY
SYSTEMS**

132 Court Street • Pekin, IL 61554-3105
(309) 347-3200 • Fax (309) 347-5730
(309) 673-2815 After Hours

SERVING,
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RETAIL SINCE 1972

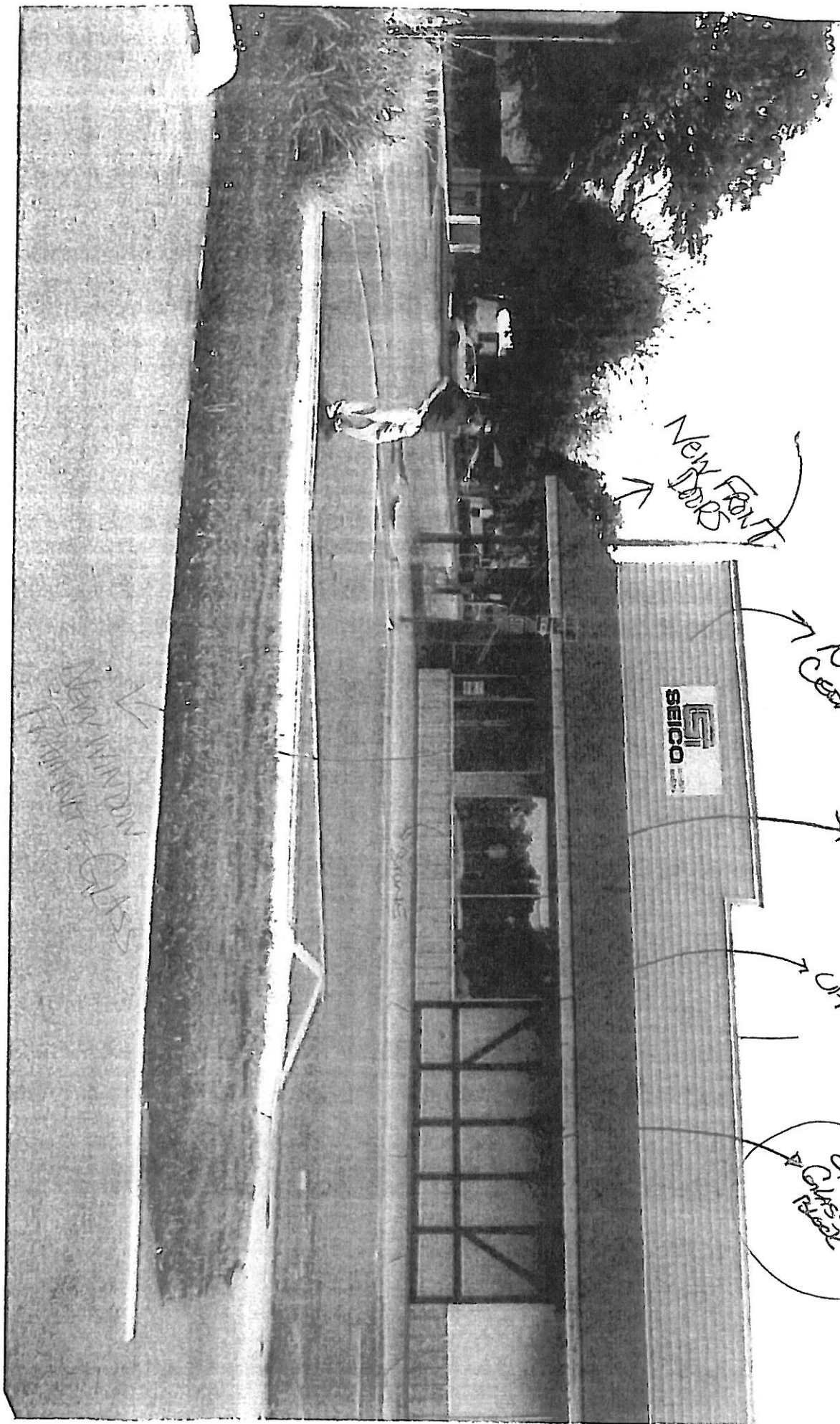
- ACCESS CONTROL
SYSTEMS
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 - Safe Deposit Boxes
 - Undercounter Cabinetry
- BURGLAR ALARMS
- CENTRAL STATION
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- CLOSED CIRCUIT
TV SURVEILLANCE
 - Outdoor/Indoor
 - Daytime/Nighttime
 - Microwave
 - Fiber Optics
 - Laser Transmission
Systems
- ENERGY SAVING
LIGHTING CONTROL
SYSTEMS
- FIRE ALARMS
- HOLD UP ALARMS
- PHOTO I D
CAMERA SYSTEMS
 - Accessories
 - Laminates
 - Polaroid Film
- SECURITY CONSOLES
- TURNSTILES &
GATE OPERATORS

SEICO, Inc. Facade Improvements

1. Add 16 new can lights	\$4,100.00
2. Replace rear aluminum door	\$2,500.00
3. Replace all store front windows	\$12,000.00
4. Replace front entry doors	\$7,750.00

➤ Pekin Glass

Total Improvement Cost	\$26,350.00
-------------------------------	--------------------



New Windows

New Front Door

New Cedar Shakes

New Roof

Upper Eaves

Expose 3 Chase

SEICO

RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS,

That the MORTON COMMUNITY BANK MORTON ILLINOIS hereby acknowledges full payment of the mortgage or _____ Deed dated June 18, 1993, executed by
Seico, Incorporated

to the undersigned corporation, recorded in vol. 3883, page 129 in the Recorder's Office of
Tazewell County, Illinois, and hereby releases the same, which mortgage of _____
Deed covers the following described premises, to-wit

Lots 10, 11, 12, and 13 in Block 6 in the Original town, now City of Pekin,
Tazewell County; Illinois

PIN # 04-04-34-436-010

and which said _____ mortgage _____ was made to
secure _____ a _____ certain promissory note _____ bearing even date with said
mortgage or _____ Deed, for the sum of Eighty One Thousand dollars
and _____ no _____ cents.

In Witness Whereof the MORTON COMMUNITY BANK, MORTON, ILLINOIS, has caused its corporate
seal to be hereto affixed, and these presents to be executed and attested by its officers thereunto duly
authorized.

Dated December 6, 1994.

MORTON COMMUNITY BANK, MORTON, ILLINOIS

By Steven E. Freeze
Steven E. Freeze, Vice President

ATTEST:

Jean Ann Honegger
Jean Ann Honegger, CashierSTATE OF ILLINOIS, }
County of Tazewell } ss.

On this 6th day of December, 1994, before me, a Notary Public in and for said County
and State, personally came, Steven E. Freeze, Vice President,
and Jean Ann Honegger, Cashier, of the MORTON COMMUNITY BANK, MORTON,
ILLINOIS, to me personally known to be the persons who executed the foregoing instrument, and acknowledged
that they executed the same freely and voluntarily for the uses and purposes mentioned in it, and as the free
act and deed of the said Morton Community Bank, Morton, Illinois, and that the corporate seal of said Bank
was thereto affixed by its authority.

Given under my hand and notarial seal this 6th day of December, 1994

THIS INSTRUMENT PREPARED

BY R. Jones

FOR THE PROTECTION OF THE OWNER, THIS RELEASE DEED SHALL BE FILED WITH
RECORDED OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED



CERTIFICATE OF LIABILITY INSURANCE

OP ID KBI
SEICO-1

DATE (MM/DD/YYYY)

05/05/10

PRODUCER

James Unland & Company, Inc.
2211 Broadway
P. O. Box 879
Pekin IL 61555
Phone: 309-347-2177

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Seico Inc
132 Court Street
Pekin IL 61554

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Accident Fund Ins. Co.

10166

INSURER B: Donald Gaddis Co., Inc.

INSURER C: Selective Ins Co of America

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	NC934275	10/01/09	10/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	81835309	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☒ DEDUCTIBLE ☒ RETENTION \$ 0	XL80062273	10/01/09	10/01/10	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WCV6036085	10/01/09	10/01/10	WC STATU- TORY LIMITS ☒ OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Leased/Rented Form Equipment	81835309	10/01/09	10/01/10	Equipment \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Alarm & Alarm Systems-Installation, Servicing, or Repair.

CERTIFICATE HOLDER

City of Pekin
Leann Mathews
111 S Capitol
Pekin IL 61554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Ghelardini, Inc.

219 Indian Creek Drive

Pekin, IL 61554

309-347-6874 OFFICE

ESTIMATE

DATE	ESTIMATE #
6/1/2010	2936C

NAME / ADDRESS
Seico Security Systems 132 Court St. Pekin IL 61554

TERMS

DESCRIPTION	
Exterior Renovations	
Add 16 new can lights to soffit on new circuit. Rework existing 8 can lights. \$4,100.00	
Remove existing rear Aluminum Door and replace with new dark bronze frame and door, closer and panic device. \$2,500.00	
Remove existing 3 windows on north side and replace with dark bronze frame and 1" clear Low E insulated glass. \$9,500.00	
Replace front entrance corner vestibule with dark bronze framing and 1" clear Low E insulated glass \$7,750.00	
Replace one window with dark bronze framing and 1" Low E insulated glass \$2,500.00	
Remove existing 6' door, frame, and framing to expose overhead door. \$ 864.00	
Remove existing fascia, install new vented vinyl soffit with Hardiplank fascia. \$8,500.00	
Install Nova Brik to 4' with EIFS to soffit on North, East, & 4o' of South walls. Remainder of South wall finished with Hardiplank Siding \$34,900.00	
	TOTAL
	\$70,614.00

ACCEPTANCE OF PROPOSAL: THE ABOVE
PRICES, SPECIFICATIONS AND CONDITIONS ARE
SATISFACTORY AND ARE HEREBY ACCEPTED.

SIGNATURE _____

Pekin Glass & Mirror Co. Inc.

332 Derby st. *Pekin, IL. * 309-347-6158(ph) * 309-347-1778(fax)

AUG 26 2009

August 25 2009

Job Proposal for: Seico Securities

We propose to furnish labor and materials for the following work at Seico Securities

Remove existing rear aluminum door and install new narrow style bronze aluminum door with insulating glass , closer, panic device,pull, 1½ pair hinges and bottom door sweep.

Remove existing store front windows. Install new bronze 2 x 4 ½ thermal frames with sub sill. Windows to be glazed with 1" Low E. Insulating glass, complete with sealant inside and out. New windows to be divided into (3) section wide.

Total.....\$14,601.00

This is a Union Bid!



KELLY GLASS, INC.

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

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

PROPOSAL SUBMITTED TO:
ATTENTION:
JOB NAME:
JOB LOCATION:

SEICO
Brad Jergens
Rear Door and North Storefront
Pekin, IL

We propose to furnish and install the following per your request and our job-site meeting:

I. Rear Door

\$3,156.00

- (1) Single Kawneer #500 wide stile aluminum door, 3'0" x 6'6", swing out
- Aluminum door hardware will be provided as follows:
 - 1 ½ pair Kawneer ball bearing butt hinges
 - Von Duprin 99 rim panic exit device
 - Kawneer keyed cylinder at exterior, thumbturn at interior
 - Dor-O-Matic SC60BC surface mounted closer
 - Kawneer 1" diameter push/pull handles
 - ADA compliant low-rise aluminum threshold
 - Kawneer Sealair weatherstripping
- (1) Kawneer #450 aluminum frame
- Aluminum finish to be Kawneer #17 Clear anodized
- Electric strike and installation into aluminum frame by owner
- Glazing to be 1" clear tempered insulated safety glass
- Perimeter sealants adjacent to our aluminum systems are included

*Seal
Brgs*

II. North Storefront Windows - Options

- (5) 1" Clear insulated glass, approximately 7'4" x 7'4", to replace existing ¼" clear glass
 - Option A
 - Rework sash to accept new thicker glass
 - Option B
 - Replace five (5) existing frames with new Kawneer #451 thermal aluminum frames to accept new thicker glass

\$8,700.00

\$9,490.00

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

As outlined above

PROPOSAL SUBMITTED BY: *Rod Antrim* DATE: 8/19/2009

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

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

SIGNATURE: _____ DATE: _____

RAKOW CONSTRUCTION

Where Quality is Job One

PROPOSAL

•REASONABLE RATES

•Room Additions
•Replacement Windows

•FULLY INSURED

•Residential & Commercial Remodeling
•Garages
•Screened Rooms
•Custom Decks Including Hot Tub Installation

•FREE ESTIMATES

•Vinyl Siding
•Bathroom Remodeling

RICK RAKOW

Experienced Since 1980

Pekin, IL

Office (309) 267-3914

Emergencies (309) 347-6713

Fax (309) 347-6713

TO SEICO INC

ADDRESS 132 COURT ST

DATE 8/25/09

PEKIN ILL 61554 (309) 347-3200

We propose to: * EXTERIOR IMPROVEMENT *

REMOVE EXISTING WOOD SOFFIT, AND OLD CAN LIGHTS.
INSTALL NEW CAN LIGHTS AROUND FRONT AND SIDE OF BUILDING
INSTALL NEW 12" TEXTURED LAP FIBERCEMENT, TO FASCIA.
INSTALL NEW ALUMINUM CENTER VENTED SOFFIT.
CLEAN UP ALL DEBRIS.

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

Eleven thousand seven hundred dollars (\$11,700.00) with payment to be made as follows:
WE ASK FOR \$5000.00 AT SIGNING AND THE BALANCE \$6700.00 WHEN JOB IS COMPLETE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

Authorized Signature

Acceptance of Proposal

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

Accepted: Date _____ Signature _____

(CUSTOMER SIGNS HERE)

N. ZOBRIST & SONS, INC.
95 Commerce Drive
Morton, IL 61550-2038
PHONE (309) 263-1230 FAX (309) 263-2838

PROPOSAL

Date: July 30, 2009

TO: Seico, Inc.
132 Court Street
Pekin, IL 61554

RE: Exterior Improvements – New 6' double
door

Dear Sir:

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following.

Work Includes:

- Remove existing 6' door frame and doors.
- Install new 6' door frame, doors and door hardware.
- Clean up and hauling of construction debris.

Total: \$3,585.00

All of the above work to be completed in a substantial and workmanlike manner for the sum of (\$3,585.00)

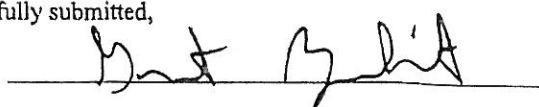
The entire amount of contract to be paid within 30 days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The Contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted,

Contractor: N. Zobrist & Sons, Inc.



ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal. for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date: _____ 20 _____

N. ZOBRIST & SONS, INC.
95 Commerce Drive
Morton, IL 61550-2038
PHONE (309) 263-1230 FAX (309) 263-2838

PROPOSAL

Date: July 30, 2009

TO: Seico, Inc.
132 Court Street
Pekin, IL 61554

RE: Exterior Improvements - New Wood
Aluminum Clad Windows

Dear Sir:

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Work Includes:

- Remove existing windows.
- Frame new window openings for 8 new windows.
- Install new windows.
- Clean up and hauling of construction debris.

Total: \$17,050.00

All of the above work to be completed in a substantial and workmanlike manner for the sum of (\$17,050.00)

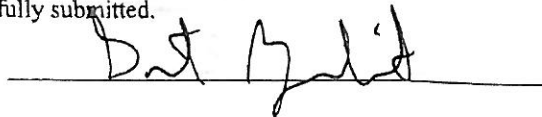
The entire amount of contract to be paid within 30 days after completion.

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The Contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted.

Contractor: N. Zobrist & Sons, Inc.



ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date: _____ 20 _____

N. ZOBRIST & SONS, INC.
95 Commerce Drive
Morton, IL 61550-2038
PHONE (309) 263-1230 FAX (309) 263-2838

PROPOSAL

TO: Seico, Inc.
132 Court Street
Pekin, IL 61554

Date: July 30, 2009

RE: Exterior Improvements - New Exterior
Soffit Can Lights

Dear Sir:

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Work Includes:

- Remove existing can lights in soffit and replace with new cans.
- Install new can lights around front and side of building.
- Clean up and hauling of construction debris.

Total: \$4,300.00

All of the above work to be completed in a substantial and workmanlike manner for the sum of (\$4,300.00)

The entire amount of contract to be paid within 30 days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The Contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted,

Contractor: N. Zobrist & Sons, Inc.



ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date: _____ 20 _____

N. ZOBRIST & SONS, INC.
95 Commerce Drive
Morton, IL 61550-2038
PHONE (309) 263-1230 FAX (309) 263-2838

PROPOSAL

Date: July 30, 2009

TO: Seico, Inc.
132 Court Street
Pekin, IL 61554

RE: Exterior Improvements – New Aluminum
Soffit and Fascia

Dear Sir:

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Work Includes:

- Remove existing fascia.
- Install new aluminum fascia.
- Install new aluminum center vented soffit.
- Clean up and hauling of construction debris.

Total: \$9,800.00

All of the above work to be completed in a substantial and workmanlike manner for the sum of (\$9,800.00)

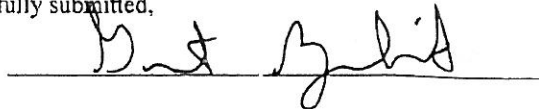
The entire amount of contract to be paid within 30 days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The Contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed

Respectfully submitted,

Contractor: N. Zobrist & Sons, Inc.



ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date: _____ 20 _____

N. ZOBRIST & SONS, INC.
95 Commerce Drive
Morton, IL 61550-2038
PHONE (309) 263-1230 FAX (309) 263-2838

PROPOSAL

Date: July 30, 2009

TO: Seico, Inc.
132 Court Street
Pekin, IL 61554

RE: Exterior Improvements – New 6' double
door

Dear Sir:

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Work Includes:

- Remove existing 6' door frame and doors.
- Install new 6' door frame, doors and door hardware.
- Clean up and hauling of construction debris.

Total: \$3,585.00

All of the above work to be completed in a substantial and workmanlike manner for the sum of (\$3,585.00)

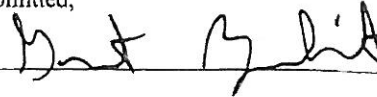
The entire amount of contract to be paid within 30 days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The Contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted,

Contractor: N. Zobrist & Sons, Inc.



ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date: _____ 20 _____

N. ZOBRIST & SONS, INC.
95 Commerce Drive
Morton, IL 61550-2038
PHONE (309) 263-1230 FAX (309) 263-2838

PROPOSAL

Date: July 30, 2009

TO: Seico, Inc.
132 Court Street
Pekin, IL 61554

RE: Exterior Improvements - New
Aluminum Storefront Door

Dear Sir:

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Work Includes:

- Remove existing 3' alum. storefront door and frame.
- Install new 3' alum. storefront door and frame to meet fire code.
- Clean up and hauling of construction debris.

Total: \$2,625.00

All of the above work to be completed in a substantial and workmanlike manner for the sum of (\$2,625.00)

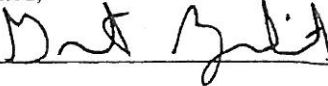
The entire amount of contract to be paid within 30 days after completion.

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The Contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted,

Contractor: N. Zobrist & Sons, Inc.



ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date: _____ 20 _____

ADVANCED ELECTRIC COMPANY

663 S. FIFTH AVE.
P.O. BOX 265
CANTON, ILLINOIS 61520
◆
Phone 309-647-4463
Fax 309-647-4458
Email ADVELEC@AOL.COM

JUNE 7, 2010

ATTENTION: JOE WUELLNER

CITY OF PEKIN
COURT STREET & MALL ENTRANCE

WE ARE PLEASED TO SUBMIT OUR AGREED UNIT PRICE FOR THE FOLLOWING:

REPLACING DETECTOR LOOP AT MALL ENTRANCE & COURT STREET

----- \$12.10 PER FOOT-----

IF YOU HAVE ANY QUESTIONS, OR IF WE CAN BE OF ANY ASSISTANCE, PLEASE ADVISE.

RESPECTFULLY SUBMITTED,

ADVANCED ELECTRIC COMPANY
ROGER D. SWANGO

QUOTE DATED: 6/07/2010

PAGES IN THIS TRANSMISSION: 1



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Façade Grant Application for Salon Renaissance – 515 Court Street

AGENDA DATE REQUESTED: 6/14/10

ACTION REQUESTED: Approval by Mayor and Council to pay Salon Renaissance the eligible amount under the terms of the façade guidelines of \$6,318.85. Salon Renaissance, is located at 515 Court Street. They are replacing existing Awning, a new sign, back entrance wall painted, and roof repairs, This program reimburses 1/2 of the cost up to \$12,500 (whichever is less). Salon Renaissance received 2 bids for each area of improvements for their building as required for the application. Pekin Main Street Design committee has reviewed the application and recommends to council the approval of this façade grant for the amount of \$6,318.85. The approved amount would be paid upon satisfactory completion of the work. Total improvement costs for the above work is \$11,522.82 and a engineers structural report of \$557.44.

BACKGROUND: TIF Façade Grant

FINANCIAL IMPACT: \$6,318.85

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Allows a downtown building to be greatly improved in a prominent downtown block and serves as another example to the public of the City and Main Streets intent to rehabilitate our historic downtown and riverfront district.

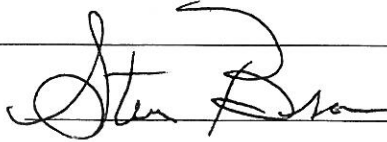
IMPACT IF DENIED: The property owner are requesting financial assistance from the City's TIF Façade Program and if denied they would have to consider holding off on any improvements and repairs..

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of Life

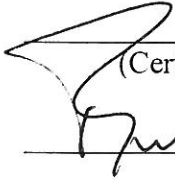
REQUIRED SIGNATURES

Department Director



6-8-10
Date

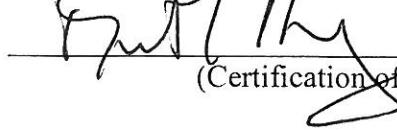
Finance Department



(Certification of Availability of Funds)

Date

Corporation Counsel



(Certification of Review)

6-9-10

Date

City Manager

Date

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICATION REQUEST

Submit to: Steve Brown, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: Debra Barnard
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 515 Court Street PIN No. _____
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 707 S. 5th Street Phone # (309) 347-8719
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? Yes
8. Briefly describe the type of business operation presently housed in building: Salon Renaissance is a full service beauty salon. We offer a variety of services from hair care, skin care, and wellness for the body, along with offering retail and take-home education.
9. What is approximate age of building? 100 years +
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? NO
If yes, please explain: _____
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:
Our goal is to attract people to the downtown business area, therefore, increasing revenue and traffic flow downtown. By repairing, enhancing, and upgrading our building will allow us to maintain a clean, healthy and inviting environment for our clients and employees.

13. How soon after possible grant approval by the City would you begin your project? right away
14. Once started, how long would it take to complete? 90 days
15. What is the total cost of planned eligible work? \$ 12,080.26
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
Approved Funding- credit line with
Pekin Community Bank
Credit limit 35,000.00
Available credit 12,931.00
17. Will the planned building renovation result in the creation of any new jobs? No

If yes, how many full-time and/or part-time positions will result? _____

Applicant(s) Signature: Debra Burrard Date: _____

_____ Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

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

Date: _____ Chair Signature: _____

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

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

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

City of Pekin, Illinois

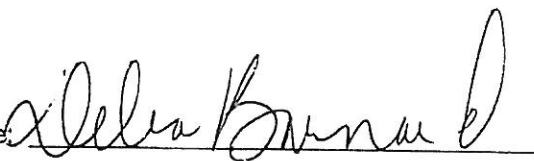
Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

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

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

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

Applicant(s) Signature: 

Date: 5-21-10

Date: _____

Submit to: Steve Brown, City of Pekin, 111 S. Capital St., Pekin, IL 61554

City of Pekin, Illinois Downtown Facade Revitalization Program

Required Attachments Along With Application Request

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

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

Summary

Commerical Retail

Lighting & Ceiling Fans \$19,000.00
Kingdom Construction

Heating and Cooling \$3,902.51
Covenant

Window \$ 1952.76
Pekin Glass and Mirror

Total: \$24,855.27

If approved we would like to request half of the amount up front. (\$6,213.82)

Façade

Awning \$1586.82
Peoria Awning Co.

Roof \$8,784.00
Cooprt Carpentry

Back Exterior Wall Painting \$780.00
D&D Painting

Sign \$372.00
The Sign Shop

Total: \$11,522.82

Plus the cost of the architect \$557.44

Grand Total: 12,080.26



Serving Central Illinois since 1893.

Proposal

Name: Salon Renaissance
Address: 515 Court St.
Pekin, IL 61554

3307 Farmington Road
Peoria, IL 61604
Phone 309-674-1128
Fax 309-697-9871
Website: www.peoriaawning.com
Email: mark@peoriaawning.com

Date: 4-29-10

Project: Awning-Front

Scope of work:

- We will manufacture and install (1) one awnings at the above address. The awning frame will be made of 1" welded tubular aluminum. The awning frame will be covered with Sunbrella fabric-color: Black #4608

OPTION #1: Traditional Slope PRICE: \$1,437.37 material and installation
TAX: \$ 39.22
\$1,467.63

OPTION #2: Concave PRICE: \$1,467.63 material and installation
Tax: \$ 33.28
\$1,586.82

Terms & Conditions:

- ½ Due at time of order
- Balance due upon completion
- Prices quoted good for 30 days from proposal date
- Owner is responsible for obtaining any required permits
- Delivery time will be 4-5 weeks after receipt of signed proposal & down payment

Accepted By: _____
(Please sign & return original to us & make a copy for your records)

Date: _____

****All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will become an extra-charge over & above this estimate. By acceptance of this Proposal, customer assumes responsibility for interest, collection fees, and attorney fees with past due accounts. ****

Presented By: Mark L. Hutchison
Mark L. Hutchison, Owner
Peoria Awning Company

Date: 4/29/10



FABRIC WARRANTY

WHO THIS WARRANTY PROTECTS	This warranty protects the original purchaser of Sunbrella fabric.
WHAT THIS WARRANTY PROTECTS AGAINST	This warranty protects against Sunbrella fabric becoming unserviceable due to color or strength loss from normal usage and exposure conditions, including sunlight, mildew and atmospheric chemicals.
WHAT THIS WARRANTY COVERS	This warranty covers Sunbrella fabric only.
WHAT THIS WARRANTY DOES NOT COVER	This warranty does not cover normal care and cleaning, damage from misuse or abuse; improper installation; or costs associated with replacement of the fabric, including labor and installation.
LIMITS TO THE WARRANTY	Glen Raven's liability is expressly limited to this warranty. Glen Raven reserves the right to inspect the fabric submitted for claim.
WHAT WE WILL DO	Glen Raven will supply new equivalent fabric to replace the fabric that becomes unserviceable.
WHO TO CONTACT	Contact your Glen Raven sales or customer service representative for warranty claims.
WHO CONSUMERS SHOULD CONTACT	Sunbrella is normally a component of an end product such as an awning, umbrella or cushion. Consumers and end-users should contact the fabricator, dealer or retailer from whom you purchased the end product.
WARRANTY COVERAGE PERIOD	Performance improvements introduced November 1, 2008 allowed Glen Raven to increase the warranty period for Sunbrella fabrics. See below for details.

WARRANTY COVERAGE PERIOD

SUNBRELLA AWNING AND MARINE CANVAS

For installations prior to November 1, 2008, the warranty coverage period is five years from the original purchase date.

For installations on or after November 1, 2008, the warranty coverage period is ten years from the original purchase date. Glen Raven will provide replacement fabric at no cost during years one through eight; at the then-current selling price less a 30% discount during the ninth year; and less a 15% discount during the tenth year.

SUNBRELLA FURNITURE FABRICS AND ALL OTHER SUNBRELLA FABRICS

This coverage applies to all Sunbrella furniture fabrics, window treatment fabrics, and specialty fabrics such as Sunbrella Plus, Sunbrella Supreme, and Sunbrella View. The Sunbrella Graphics System is covered under a separate warranty.

For installations prior to November 1, 2008, the warranty coverage period is three years from the original purchase date.

For installations on or after November 1, 2008, the warranty coverage period is five years from the original purchase date.



Glen Raven Custom Fabrics, LLC
1831 North Park Avenue, Glen Raven, NC 27217 USA

t. 336 221 2211 / f. 336 586 1169

www.sunbrella.com



REVISED 1/16/10

SUNBRELLA® IS A REGISTERED TRADEMARK OF GLEN RAVEN, INC.

CRAWFORD AND BRINKMAN DOOR AND WINDOW CO.

7715 N. Cresline Drive Peoria, IL 61615

Phone: (309) 691-8121 FAX: (309) 691-8061 Phone: (309) 691-3737
www.crawfordandbrinkman.com

☐ PROPOSAL
☐ WORK ORDER

BILL TO
Salon Renaissance
515 Court St.
Peoria, Ill. 61554

DATE 1/21/10

CBB OE #:

PHONE: 347-8769

CELL NO.:

FAX NO.:

WORK ORDERED BY: Kayla

SALES REP: Fred Douglas

JOB NAME
LOCATION
PHONE #

WE ARE PLEASED TO PROPOSE AS FOLLOWS:

CUSTOMER PO #	TERMS	FOB	ESTIMATED SHIPPING DATE
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	A proposal to supply & install the following fixed awning - No lettering. Durasol commercial fixed Awning shed style 14'6" wide x 3'4" drop x 2'0" projection closed ends 8" rigid valance Black Acrylic Fabric Color, cover Black frame 1" square tubing Installed includes tax Labor Freight Any Electrics, (Lights) - moved by customer. Any changes will be charged accordingly ABOVE PRICES GOOD FOR <u>30</u> DAYS	2935 ⁰⁰	
WE ACCEPT THE ABOVE PROPOSAL (EXECUTE ORIGINAL & RETURN FOR ACCEPTANCE)		• Openings are to be prepared by others in accordance with our specifications. • The price does not include gas, gazing, painting, or any other contractor work unless included in proposal. • Proposal is made for prompt acceptance. Price subject to review after 30 days. • Agreements are contingent upon timely and satisfactory completion of work by our crew. • We carry general liability, workers' compensation, and automobile liability insurance. • Price does not include city or state tax when applicable. • We reserve the right to add handling charges and delivery charges if not to exceed 33% in all cases.	
Acceptance of this order shall constitute a conditional sales contract. We are to retain title to and possession of all material and equipment furnished by us under terms of this contract until final payment shall have been made. The right is specifically reserved by the seller and granted by the purchaser to remove from premises materials not completely paid for in 45 days after installation without recourse for damage to the building or any of its parts in progress. Sign and return while copy promptly. Signature: _____ Date: ____/____/____		• BALANCE DUE UPON COMPLETION	
		MATERIALS	
		LABOR	
		TAX	
		TOTAL DUE	
		DOWN PAYMENT	
		BALANCE DUE	

Coopers Carpentry

2159 Knox Rd 300 N

Yates City IL 61572

ph. 309-251-2567

lc# 104010725

Bill To:

Barnard Debra

Estimate

Number: E1023

Date: March 29, 2010

Ship To:

Terms

50% Down

Project

Roof

Description	Quantity	Price Each	Tax	Amount
tear off tared roof repair damage to frame and sheeting recover with insulation board and tpo remove all trash and replace gutter	1.00	8,784.00		8,784.00

Sub-Total \$8,784.00

State Tax 7.75% on 0.00 0.00

Total \$8,784.00

Proposal

Page No.

of

Pages

BENASSI ROOFING, INC.

309 North 6th Street
Pekin, Illinois 61554
Lic. #104-007361
(309) 346-8027

PROPOSAL SUBMITTED TO DEBRA BERNARD		PHONE 347-8769	DATE 1/21/09
STREET 515 COURT ST		JOB NAME	
CITY STATE and ZIP CODE PEKIN IL 61554		JOB LOCATION SALON RENAISSANCE	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for

~ APPLY A ROLLED GRANULATED RUBBER ROOF.
TO LOW SLOPE ROOF.

TOTAL AREA 21'

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

Payment to be made as follows _____ dollars (\$ **5,900⁰⁰**).

UPON COMPLETION

THANK YOU

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

Authorized Signature

[Signature]

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

Acceptance of Proposal

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

Signature _____

Proposal

Page No.

of

Pages

BENASSI ROOFING, INC.

309 North 6th Street
Pekin, Illinois 61554
Lic. #104-007361
(309) 346-8027

PROPOSAL SUBMITTED TO DEBRA BARNARD		PHONE 347-8769	DATE 10/1/09
STREET 515 COURT ST		JOB NAME	
CITY, STATE and ZIP CODE PEKIN IL. 61554		JOB LOCATION SALON RENAISSANCE	
ARCHITECT	DATE OF PLANS	515 COURT ST.	JOB PHONE

We hereby submit specifications and estimates for

Roof.

: TEAR OFF & HAUL AWAY ALL DEBRIS :

: APPLY A GRANULATED ROLLED RUBBER ROOFING:
1 LAYER

TOTAL AREA 21'

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

Payment to be made as follows

dollars (\$ **6,000⁰⁰**).

UPON COMPLETION

Thank you

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

Authorized Signature

Tim R. Tindale

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

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

Signature

Date of Acceptance

Signature

D&D Painting

Job Proposal

Specializing in residential and rental properties

6110 Hartford Dr.

Pekin IL, 61554

Phone 309-925-7570

Mobile 309-241-8403

Proposal For: Salon Renaissance Attn: Kayla

515 Court St.

Pekin, IL 61554

642-9857

DATE 9/10/2009
Quotation #

[illegible]

Comments or Special Instructions:

50% deposit required at start of job.

If you have any questions concerning this proposal contact Del Wood at 241-8403

THANK YOU FOR YOUR BUSINESS!

PROPOSAL

CALLAHAN PAINTING
1140 N. 16th ST.
PEKIN, IL 61554-2231

PROPOSAL NO.
SHEET NO.
DATE

PROPOSAL SUBMITTED TO

NAME	SALON RENAISSANCE
ADDRESS	515 COURT ST. PEKIN IL 61554
PHONE NO.	347-8769

WORK TO BE PERFORMED AT

ADDRESS
DATE OF PLANS
ARCHITECT

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

- REPAIR DAMAGED PLYWOOD IN WINDOW
- PREP AND PAINT REAR WALL OF BUILDING USING SHERWIN WILLIAMS EXTERIOR FLAT LATEX - (1) COAT

LABOR & MATERIALS \$ 425.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$)

with payments to be made as follows:

PAYMENT EXPECTED UPON COMPLETION OF WORK

Respectfully submitted

Per *Callahan*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements, including specifications, conditions and drawings, and contract.

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

ACCEPTANCE OF PROPOSAL

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

Signature

Date

Signature



PHONE 353-7653 • FAX 353-4019 • E-MAIL thesignshop@omnilec.com

QUOTE FOR NEW FRONT SIGN

1. One 2' x 8' x 1/8" Alu panel sign. Ivory background with black lettering to match logo, R in script and SALON RENAISSANCE to match existing font. \$320.00

2. Option: Same sign as above with faded R painted into the background. \$372.00

Sign includes all material, permit, lettering & installation.



T-SHIRT HOUSE

219 S. 2nd

346-0336

tshirthouse1@yahoo.com



\$280.00 - not installed
\$430.00 - installed

Design is the property of The T-Sirt House
and is no added charge if we do the work.
If the design is used by anyone else, there will be a \$50.00 Art Charge,
that will be billed to the customer given this design.

10'

25'

Salon Renaissance

Salon Renaissance is a full-service hair salon. We offer outstanding customer service along with trendy innovative styles that fit everyday lifestyles. Our deep passion for hair and beauty, along with our unique creativity, keeps us on the cutting edge of the industry. By providing quality products, along with take home education, and an adequate relationship between our price/value standard allows us to serve and provide a clean and healthy environment to our community.

Our Mission: To provide the highest quality services, products, education and experience to all of our clients. We are continually looking for opportunities to refine our skills throughout each year along with updating our salon with the latest technology.

Our Motto: *Relax. Revive. Rejoice*

SERVICES

Salon Renaissance is considered an upscale full-service beauty salon. We offer a various rage of services:

- **Hair:** Coloring, Shampoo, Conditioning, Curling, Straightening, Haircuts, Styles, Permanent waves, and Eyebrow/Eyelash Tinting.
- **Skincare:** Facials
- **Body:** Migun Massage Bed- acupressure, jade light, and inferred heat to detoxify the body and increase circulation. Full body waxing. Scalp Massages.

PRODUCTS

Professional Salon Concepts (PSC) is currently our product provider. We carry the full range of John Paul Mitchell Products, along with other product lines such as; Brocato, Gage, Modern Exlixirs and Bennie Factor.

Goal(s):**Financial:**

To increase our revenue by building our stylists' clientele and expand our retail with client referrals, community event advertising, web-site hosting development, hair contests entries and by sponsoring our local school programs. We also intend to expand our business hours of operation previously we have been by appointment only or walk-in during the time of appointment.

Our Current yearly revenue is: 125,000.00

Our 5 year goal: We hope to upsurge our revenue by the amount we would receive from the grant at Salon Renaissance within the next years with these improvements.

Marketing:

We are looking to online sources such as Facebook and our website to reach clients and hope for an increase in men (which should be at least 50% of our clientele, shorter hair which consumes less time with the same standard quality as a woman client in lesser time) Due to the fact that we are considered an up-scale salon we have not had a large intake of males.

Location:

We are located at the origin of downtown Pekin. Thus, increasing business traffic to our location, would also help to spruce up downtown. The back of Salon Renaissance is located directly in front of the ATM machine, therefore, we hope to get Salon Renaissance website painted on the exterior wall.

Pekin Downtown Revitalization Program

The downtown revitalization program will allow us to expand and revamp our professional atmosphere. By expanding in these areas we are able to better service our community in these economic times with quality services at afforded costs and will enhance of ability to stay on the cutting edge of the beauty industry. Salon Renaissance wants to increase awareness of how your appearance can affect job performance to our community, state, and nation. Look good, Feel good, Do good! In order to fully expand our salon, we are requesting the maximum amount that would be available to us.

Other improvements include: [reconstructing our desk to provide more retail space, building a window seating bench, for again more retail and floor space, painting the exterior of our building with our salon web address to promote advertisement, repair basement and roof damage due to the harsh winter weather, new glass for the front display window, Shampoo units (3), Plumbing 1500.00, electrical 1500.00, Massage bed repairs 600.00, Product 1200.00]

We believe if you look good you'll feel better .Therefore, if you feel good and look good...you are ultimately good and that is what we strive at Salon Renaissance, the overall well-being of our guests.

**BUILDING ENVELOPE INSPECTION
OF THE
SALON RENAISSANCE
515 COURT STREET
PEKIN, ILLINOIS**

**Prepared By:
JOST/BECKER/JOST-ARCHITECTS
349 South Fourth Street
Pekin, Illinois 61554**

JOST / BECKER / JOST — ARCHITECTS

349 S. FOURTH STREET
PEKIN, ILLINOIS 61554
AREA CODE (309) 347-3859
FAX (309) 347-6342

April 21, 2010

SALON RENAISSANCE
515 Court Street
Pekin, Illinois 61554

Attention: Ms. Debra Barnard

RE: Building Envelope Inspection
Of The Salon Renaissance Building

Dear Ms. Barnard:

An on-site inspection of the captioned building was made on April 20, 2010. The following was noted during this inspection:

I. FRONT (SOUTH) FACADE. (See Photo No. 1)

- A. This facade has been covered with an exterior insulation finish system (EIFS). The method of attachment of this system to the buildings original facade can not be determined at this time without destructive demolition.

There are some deteriorated sealant joints and cracking in the EIFS. I would recommend the resealing of the joints and repair of any cracks. (See Photos No. 2 and 3)

The sealant joint between the sidewalk and building has deteriorated. I would recommend the resealing of the joint. (See Photo No. 4)

SALON RENAISSANCE

April 21, 2010

Page Two

- B. Windows: Aluminum glazed storefront framing. Framing is not a thermal system, is glazed with single pane glass, and glazing gaskets have opened at corners allowing water to penetrate framing and building wall. Caulking between aluminum framing and EIFS is deteriorated and allows water to penetrate wall construction. (See Photo No. 5)

It is reported that excessive condensation forms on the window interior, which causes damage to interior finishes.

Recommend the replacement of this window system with a thermal framing system glazed with insulated glass. Framing perimeter to be sealed.

- C. Awning: It is the Owner's desire to install an awning above the storefront and entrance to add an architectural element to this facade and protect the entrance. As stated in I.A., the existing EIFS would need to be opened at awning attachment locations to determine if additional framing members need to be added to support the proposed awning.
- D. Signage: It is the Owner's desire to install new building signage above the awning proposed in I.C. Again, the EIFS may need to be opened to determine if additional framing needs to be added to support the weight of the sign.

II. REAR (NORTH) FACADE. (See Photo No. 6)

- A. This facade is exposed painted face brick and located along a public alley. This facade also contains an entrance door for the public. This door had to be replaced recently due to the deteriorated condition of the original door that allowed air and water penetration.
- B. There is an abandoned window opening that has been closed with plywood. Plywood and perimeter sealant badly deteriorated. Recommend closing opening with face brick to match existing wall construction. (See Photo No. 7)
- C. Paint on masonry is peeling and there is some mortar damage at head of door. Recommend the repair of any open mortar joints and the repainting of this wall.
- D. There is a louver located below the fascia board on the West side of this wall. Perimeter sealant is badly deteriorated. Recommend louver be inspected to determine proper anchorage and the perimeter be resealed.

SALON RENAISSANCE

April 21, 2010

Page Three

- E. Wood fascia board behind gutter is badly weathered. Recommend the repainting of this board, or replacement if too badly weathered to paint. See comments under "Roofing" concerning the gutter.
- F. The public alley is paved with concrete. There is a concrete paved area approximately 20 inches wide between the edge of the public alley paving and the building wall that is the responsibility of the building Owner. (See Photo No. 8)

This concrete strip has cracked, settled, and the sealed joint between alley concrete and this strip has deteriorated. Water has penetrated the Basement wall and damaged interior drywall applied to the interior wall in the Basement. There has been a metal "L" shaped flashing attached to the rear wall with the outstanding leg projecting out over the concrete strip. The joint between the underside of this leg and the concrete has been sealed, but the sealant has deteriorated.

I would recommend the removal of the flashing and concrete strip. Additional excavation work to determine the condition of the Basement wall. Many buildings of this construction age use soft brick for the foundations, which deteriorate over time. Once the condition of the foundation wall is determined, any needed repairs can be made. After the foundation wall is addressed, I recommend the replacement of the concrete strip sloped to direct water away from the building, and the installation of sealed expansion joints between strip and building wall and existing paved alley.

III. ROOF.

- A. Damage from roof leaks was noted in both toilet facilities, hair washing area, and styling area. These occurred along the East side of the building. I viewed the Attic area and noted that the buildings current ceiling consists of gypsum board attached to wood framing running East-West with blown-in insulation between framing members. This ceiling is below the buildings original ceiling, which consists of wood lath and plaster or gypsum board attached to the roof rafters. There are numerous areas of water damage to this original plaster and drywall, with some drywall panels become detached.
(See Photos No. 9, 10, 11, 12 and 13)

SALON RENAISSANCE

April 21, 2010

Page Four

B. On the roof surface I noted the following problems:

1. Open or cracked mortar joints in clay tile copings.
(See Photos No. 14 and 17)
2. Open lap seams in asphalt roof membrane. (See Photo No. 15)
3. Area on roof has been patched with a rubber membrane. This patch has open seams. Wood termination bars were used, which are deteriorated.
(See Photos No. 15 and 17)
4. Metal cap flashing mounted to masonry parapet walls have sealant. Sealant is deteriorated. (See Photos No. 16 and 17)
5. Flashings at roof penetrations such as flues and vents are deteriorated.
6. Cap on sheet metal stack near South wall is missing.
7. Sheet metal roof penetration flashing for power and AC line at curb mounted condensing unit is open to the weather.
8. Second floor of building on West side has a window sill that is located in the base flashing. Base flashing termination and wood window construction is badly deteriorated. (See Photo No. 18)

SALON RENAISSANCE

April 21, 2010

Page Five

9. Gutter along North roof edge is rusted.
10. Areas of exposed brick and mortar joints in parapet walls have deteriorated. (See Photos No. 16 and 17)

I recommend the complete tear-off of the roofing membrane and repair of any damaged roof sheathing, then the installation of a new roofing system, along with addressing the problems noted above.

This is submitted for your information. Please contact me if you have any questions.

Yours very truly,

JOST/BECKER/JOST-ARCHITECTS

By

A handwritten signature in black ink, appearing to read 'DDB', is written over a horizontal line.

Darrell D. Becker

DDB/cam



PHOTO NO. 1 - FRONT (SOUTH) FACADE



PHOTO NO. 2 - E.I.F.S. CRACKING AND DETERIORATED SEALANT JOINT

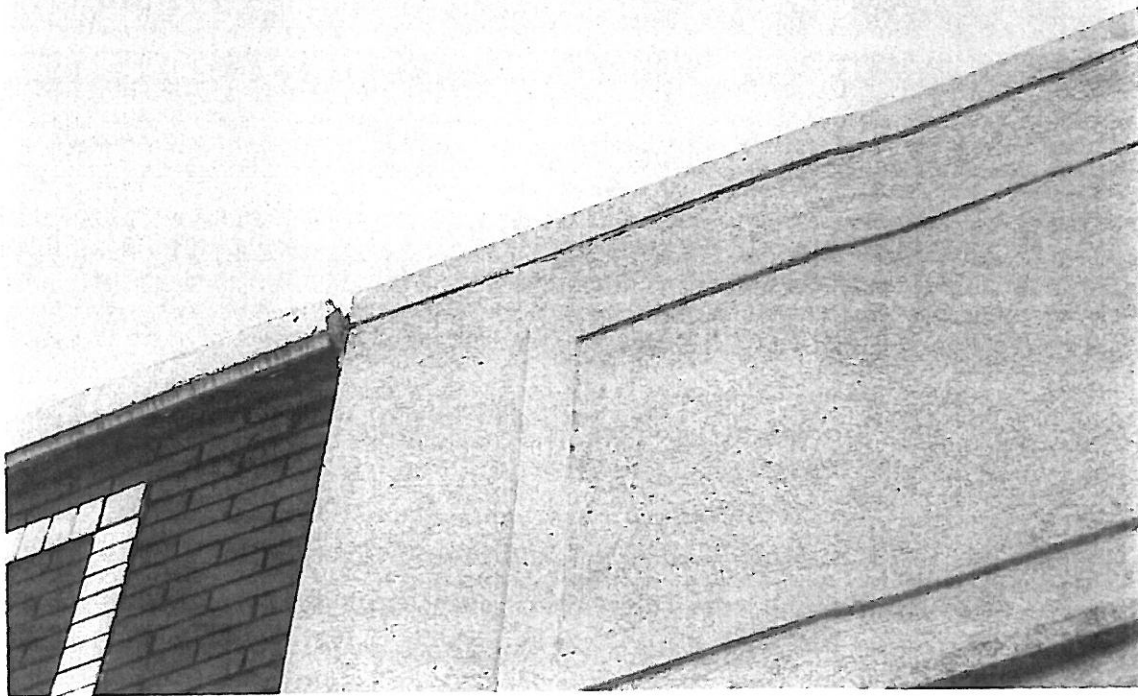


PHOTO NO. 3 - DETERIORATED SEALANT JOINT IN E.I.F.S. AT COPING



**PHOTO NO. 4 - DETERIORATED SEALANT JOINT AT SIDEWALK
AND BUILDING WALL**

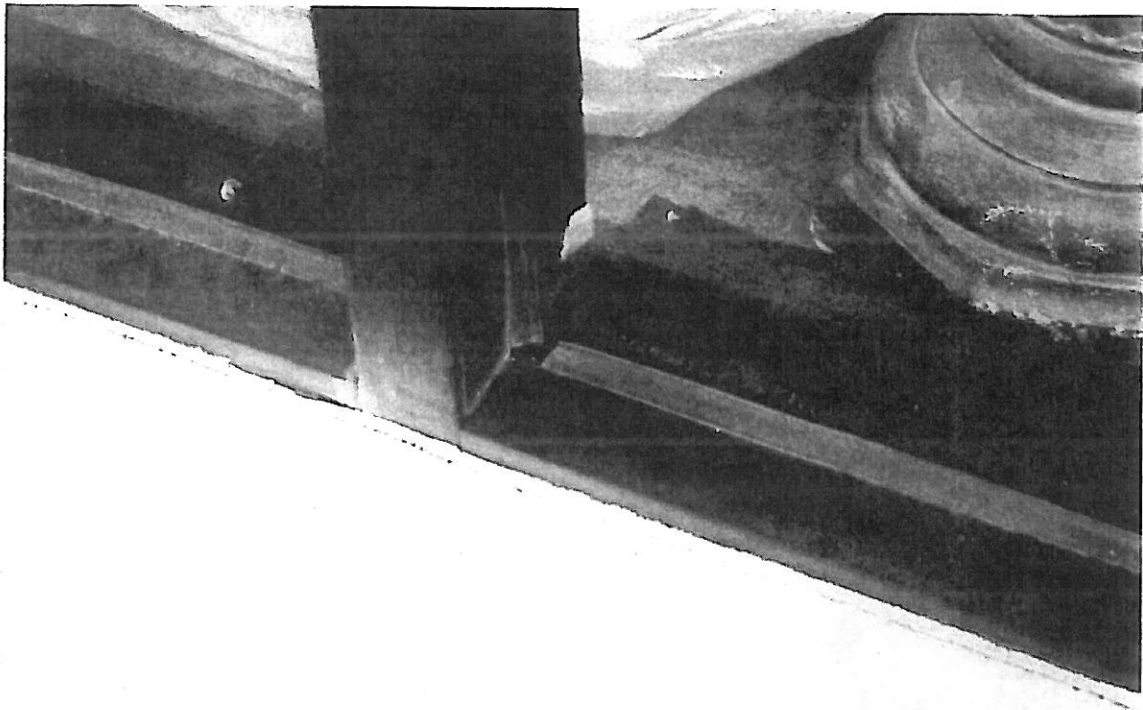


PHOTO NO. 5 - STOREFRONT GLAZED ALUMINUM FRAMING

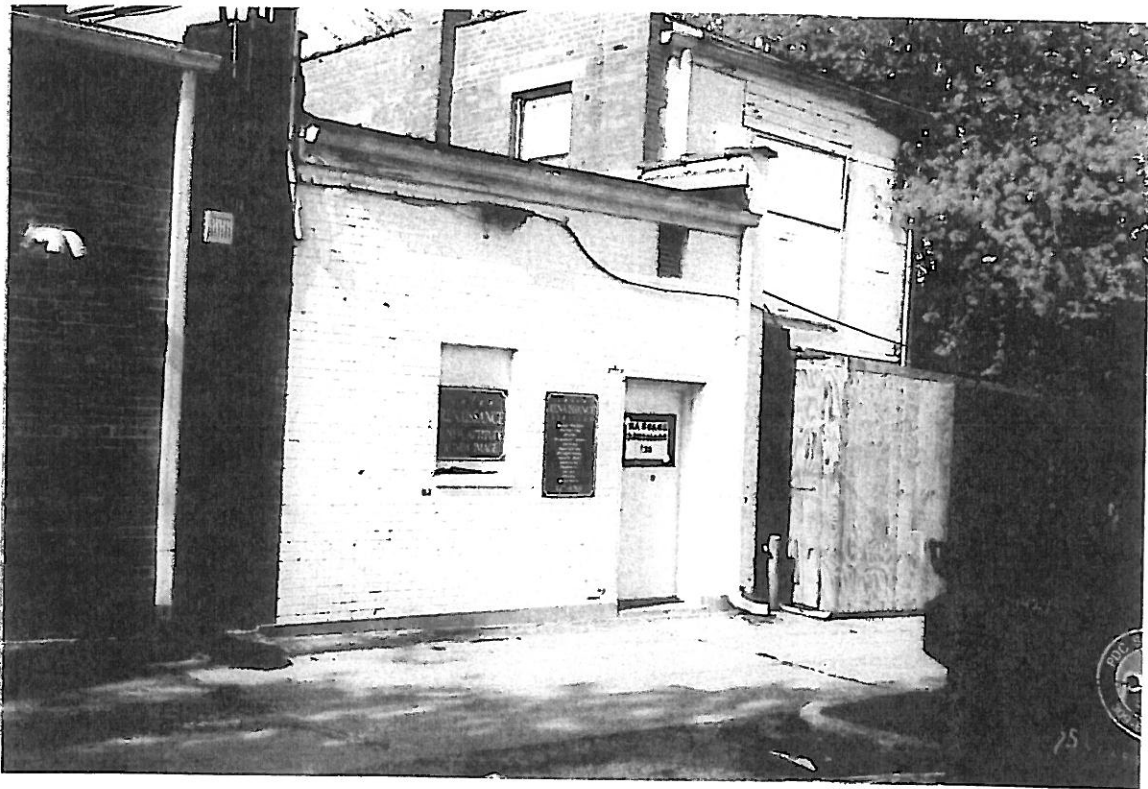


PHOTO NO. 6 - REAR (NORTH) FACADE



PHOTO NO. 7 - CLOSURE AT ABANDONED WINDOW

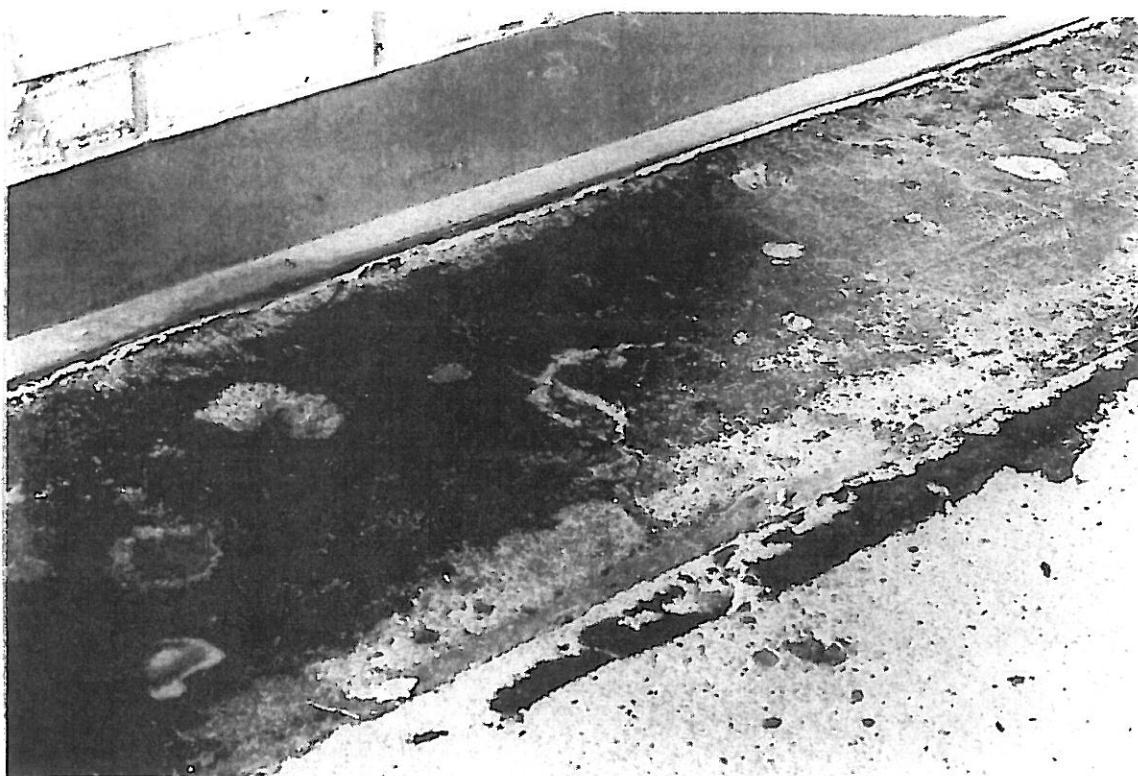


PHOTO NO. 8 - CONCRETE STRIP BETWEEN BUILDING WALL AND ALLEY PAVING EDGE



PHOTO NO. 9 - CEILING WATER DAMAGE IN WOMEN'S TOILET

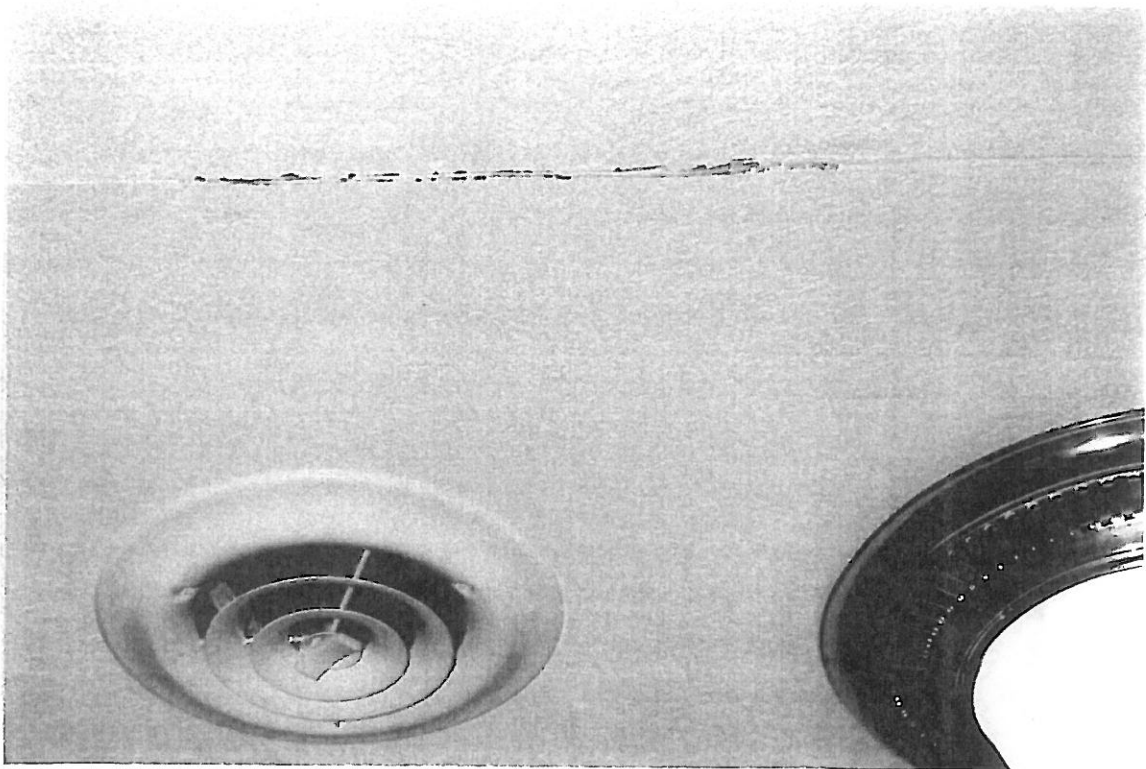


PHOTO NO. 10 - CEILING WATER DAMAGE IN MEN'S TOILET

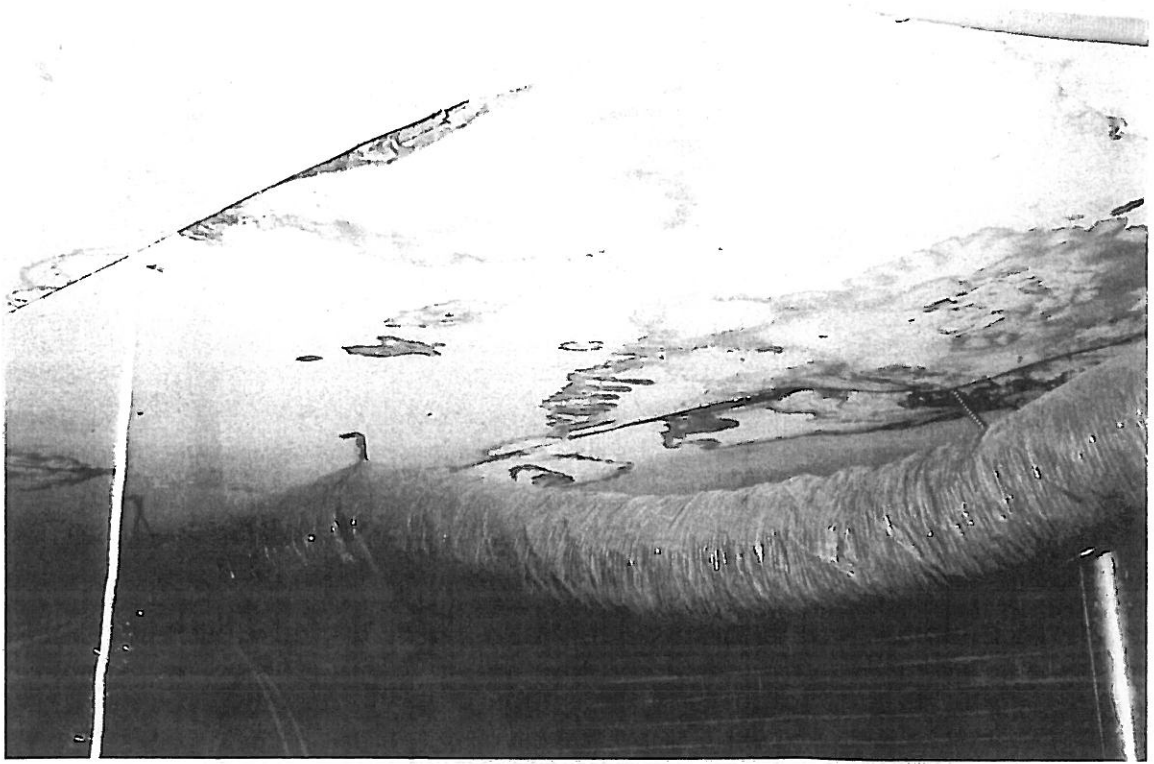


PHOTO NO. 11 - ATTIC - WATER DAMAGE TO ORIGINAL CEILING



PHOTO NO. 12 - ATTIC - WATER DAMAGE TO ORIGINAL CEILING

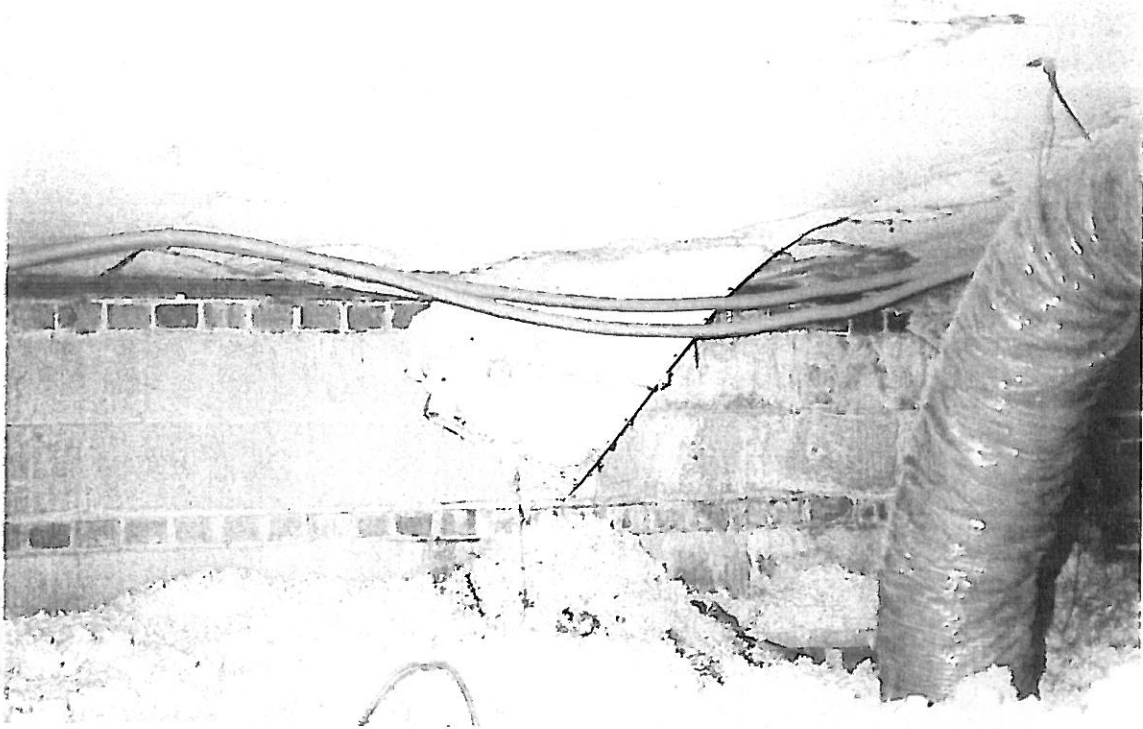
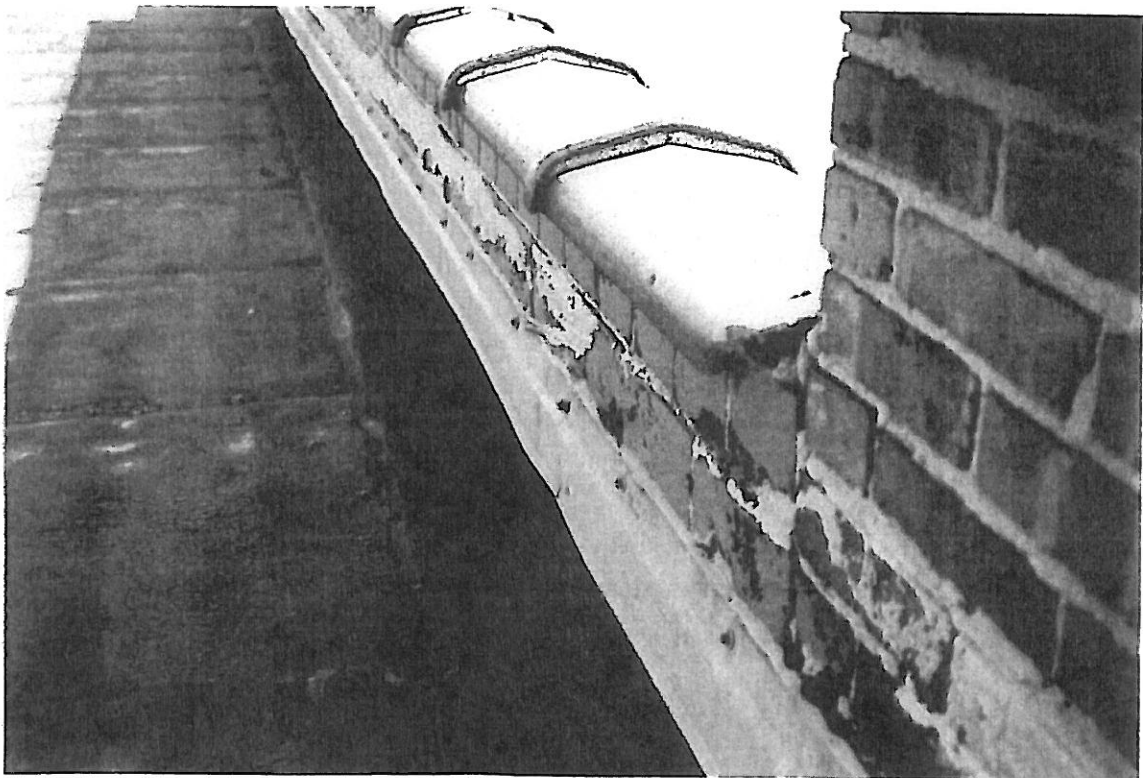


PHOTO NO. 13 - ATTIC - WATER DAMAGE TO ORIGINAL CEILING



**PHOTO NO. 14 - ROOF - OPEN AND CRACKED MORTAR JOINTS
IN CLAY TILE COPINGS**

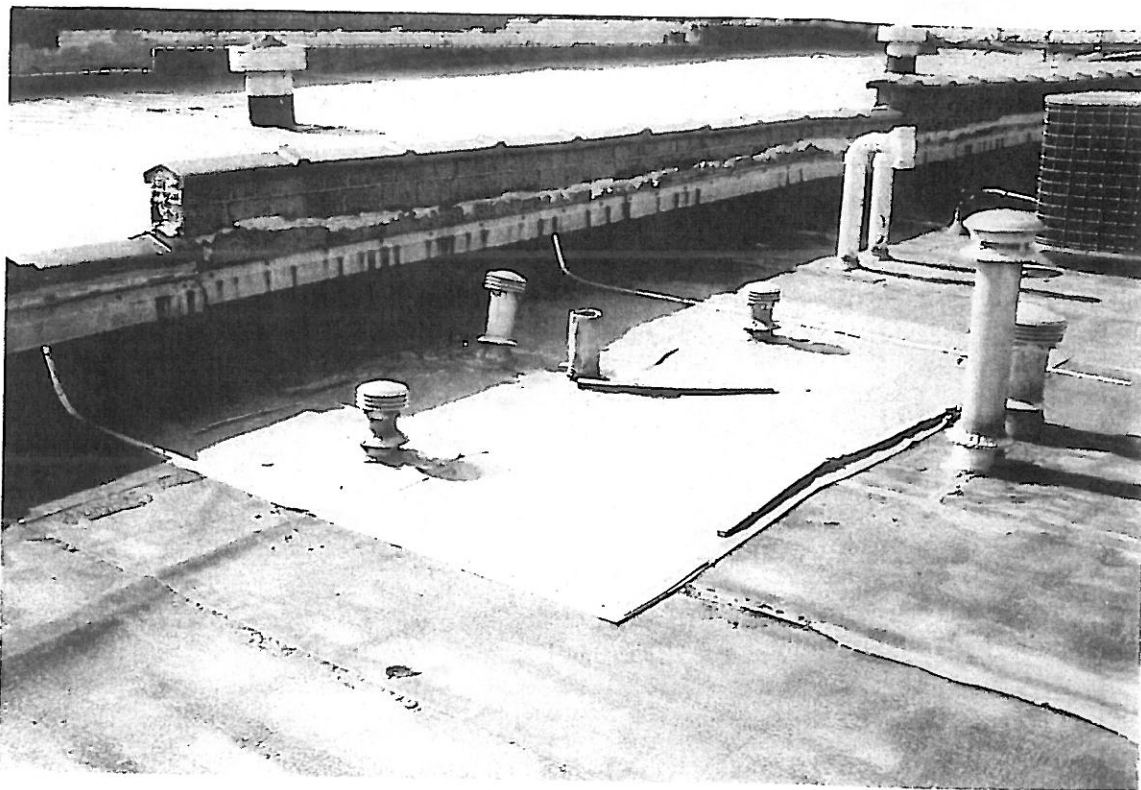


PHOTO NO. 15 - ROOF - OPEN LAP SEAMS IN ASPHALT ROOF MEMBRANE, ROOF PATCH WITH OPEN SEAMS AND DETERIORATED WOOD TERMINATION BARS

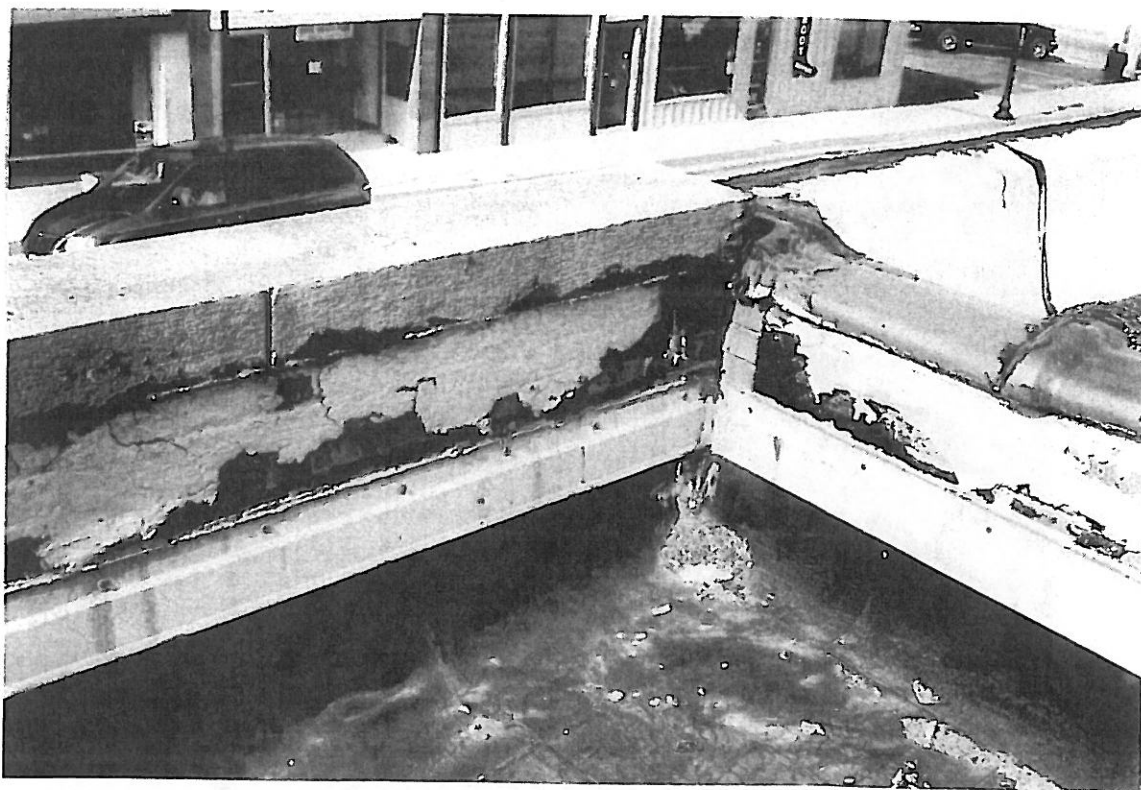


PHOTO NO. 16 - ROOF - METAL CAP FLASHINGS WITH DETERIORATED SEALANT, DETERIORATED EXPOSED MASONRY PARAPET WALLS



PHOTO NO. 17 - ROOF - OPEN SEAMS IN RUBBER MEMBRANE PATCH, DETERIORATED SEALANT IN METAL CAP FLASHING TROUGH, OPEN AND CRACKED MORTAR JOINTS IN CLAY TILE COPINGS, AND DETERIORATED MORTAR JOINTS IN MASONRY PARAPET



PHOTO NO. 18 - ROOF - WINDOW AT ADJACENT BUILDING



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Commercial Retail & Upper Story Housing Loan Program for Salon Renaissance

AGENDA DATE REQUESTED: 6/14/10

ACTION REQUESTED: Approval by Mayor and Council to pay Salon Renaissance the eligible amount under the terms of the TIF Commercial Retail and Upper Story Housing Loan Program guidelines of \$12,427.64. Salon Renaissance is located at 515 Court Street. This program reimburses 1/2 of the cost up to \$25,000 (whichever is less). Construction costs for this retail space is \$24,855.27. Salon Renaissance received the recommended bids stated in the grant application. The 1st floor retail improvements are replacing lighting and ceiling fans, Window replacement and new heating and cooling units. In conjunction with the Loan application, is a business plan and goals for their retail space. Pekin Main Street Design committee has reviewed and recommends to City Council the approval of the amount of \$12,427.64. Salon Renaissance is requesting, per the application guidelines, 1/2 of the money requested (\$6,213.82) upfront, for material purchases and contractor fee's for this development. The remainder of the grant would be paid upon satisfactory completion of the work.

BACKGROUND: TIF Commercial Retail & Upper Story Housing Loan Program

FINANCIAL IMPACT: \$12,427.64 from TIF Commercial Retail & Upper Story Housing Loan Program

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Allows Salon Renaissance to expand and revamp their professional atmosphere.

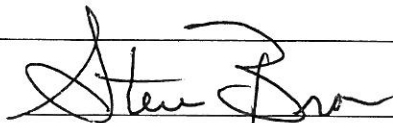
IMPACT IF DENIED: The project would have to consider phasing in development costs, if at all.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of Life

REQUIRED SIGNATURES

Department Director



6-8-10

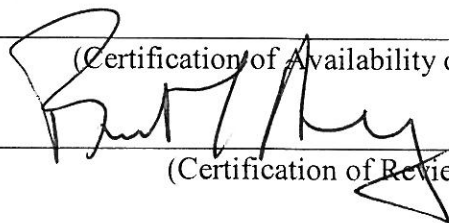
Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel



(Certification of Review)

6-9-10

Date

City Manager

Date

City of Pekin, Illinois
**Downtown TIF Commercial Retail &
Upper Story Housing Loan Program**

APPLICATION REQUEST

Submit to: Steve Brown, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: Debra Barnard
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 515 Court Street PIN No. _____
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 707 S 5th Street Phone #: 309-347-5270
5. Phone No. of Applicant/Contact Person (if different from Owner): (309) 347-8769
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____

7. Is the ground level floor space devoted to commercial purposes? yes
8. Briefly describe the type of business operation presently or will be housed in the building:
Full range of haircare services along with skincare, wellness for the body, along with retail & take-home education.
9. What is approximate age of building? 99+
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? NO
If yes, please explain: _____

12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance the function of the building:
SEE Attachment

13. If the building includes commercial retail space, please provide a copy of your business plan.
14. How soon after possible grant approval by the City would you begin your project? RIGHT AWAY
15. Once started, how long would it take to complete? 90 DAYS
16. What is the total cost of planned eligible work? \$ 24,855.27
17. From what sources and in what amounts, other than the City, will the money for this project be drawn? Please be specific:
- PEKIN COMMUNITY BANK
- Approved credit line
- \$35,000 - total
- Available - 12,931.00
18. Will the planned building renovation result in the creation of any new jobs? yes
- If yes, how many full-time and/or part-time positions will result? 5-7

Applicant(s) Signature: Debra Barnard

Date: 5-11-10

Date: _____

CITY USE ONLY

The City of Pekin TIF Administrator:

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

Date: _____ TIF Administrator Signature: _____

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

City Council:

_____ approves _____ does not approve loan program.

Date: _____ Mayor's Signature: _____

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

City of Pekin, Illinois**Downtown TIF Commercial Retail / Upper Story Housing Loan Program**

Required Attachments Along With Application Request

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

Summary

Commerical Retail

Lighting & Ceiling Fans \$19,000.00
Kingdom Construction

Heating and Cooling \$3,902.51
Covenant

Window \$ 1952.76
Pekin Glass and Mirror

Total: \$24,855.27

If approved we would like to request half of the amount up front. (\$6,213.82)

Façade

Awning \$1586.82
Peoria Awning Co.

Roof \$8,784.00
Cooprt Carpentry

Back Exterior Wall Painting \$780.00
D&D Painting

Sign \$372.00
The Sign Shop

Total: \$11,522.82

Plus the cost of the architect \$557.44

Grand Total: 12,080.26

Untitled
KINGDOM CONSTRUCTION & restoration co.
304 w main st
Londonmills Il, 61544
309-645-3931

Kingdom construction to do as follows.

Remove and dispose of old ceiling plaster, lathes and old insulation in attic above salons drop ceiling. Tarp and cover new insulation to keep from contaminating new insulation. Bag and remove as needed.
Remove ceiling in both his and hers restrooms as needed to repair ceilings from water damage as well as to allow for removal of old ceiling and insulation in attic space.
After removal has been completed. Kingdom construction will repair ceilings in both baths as needed.

Install six new ceiling lights as needed for upgrade to salons working area.
Install two new ceiling fans as needed.
Install any framing or reinforcements as needed to hold lights safely as required according to code.

Remove salons existing business sign and replace with new sign as needed.

New lights for salon cost are approximately 1500.00 per light plus installation cost
Lights totaling.....9000.00
Two ceiling fans with lights400.00
Estimated time from start to finish will be approximately three weeks.
Labor plus cost of disposal totals.....9600.00

Total cost materials plus labor.....19,000.00

Terms and condition are 50% at start of project 50% at completion

Submitted by owner of Kingdom construction.

Carl Spires.

Kayla,

Here is your proposal.

System I Equipment Specifications

(1) York 14.5 SEER 4.0 Tons LX Series Mid-Tier AC R410A Model YCJF48S41S1

(1) ADP Uncased A-Coil Model HE35248A200A

(1) Basic Outdoor Wiring with Disconnect

(1) PVC Condensate Drain or 5/8 bramec

(1) Copper Insulated Lineset

(1) Outdoor Unit Pad

(1) Labor to install complete system

(1) lift unit on roof

(1) discount

Total \$3,902.51

Curtis Hochstetler

Covenant Heating and Air Conditioning

2209 C Broadway rd., Pekin ,IL.,61554

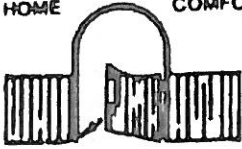
www.yourcovenant.com

mobile 309-219-2981

Proposal

Page No. _____ of _____ Pages

YOUR GATEWAY TO
HOME COMFORT



AAA NORTHGATE INC.
HEATING & AIR CONDITIONING

1937 N. SHERIDAN ROAD
PEORIA, ILLINOIS 61604

PHONE: 686-1786
FAX: 686-2024



PROPOSAL SUBMITTED TO <i>Balon Renaissance</i>	PHONE <i>347-8769</i>	DATE <i>5-7-10</i>
STREET <i>515 Court St.</i>	JOB NAME <i>"Same"</i>	
CITY, STATE AND ZIP CODE <i>Peoria, Illinois</i>	JOB LOCATION	
ARCHITECT <i>Jo Kayla</i>	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for

Removal of existing furnace, AC unit on the roof, lines, and coil - haul away. Install new Carrier 5 ton - 17 SEER 2 Stage Puron AC unit on the roof, new lines, new coil, and new 95% 3 Stage Variable Speed furnace with Infinity Control, 100,000 BTU. Drain connections, vent connections, supply and return transitions complete. Reconnect to gas and wire. Project as above - \$9035.00

Note Ameren Credits - Commercial may apply.

Customer agrees to pay any responsible attorney or collection fees incurred by seller in securing payment of total due.

We Propose hereby to furnish materials and labor — complete in accordance with above specifications, for the sum of:

As above

dollars (\$ _____).

Payment to be made as follows

Upon Completion

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

Authorized Signature

Michael Ford

Note: This proposal may be withdrawn by us if not accepted within *90* days.

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

Signature _____

Date of Acceptance: _____

Signature _____

PROPOSAL

Page No. _____ of _____ Pages

PEKIN GLASS & MIRROR

332 Derby St.
Pekin, IL 61554
(309) 347-6158
FAX (309) 347-1778

2020

PROPOSAL SUBMITTED TO SALON RENAISSANCE		PHONE 347-8769	DATE 10-10-08
STREET 515 COURT		JOB NAME CANINE	
CITY, STATE and ZIP CODE PEKIN, IL.		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

			EXISTING WINDOW
			FRAME GLAZED w/ 1/4"
			GLASS.
			REMOVE GLASS + GASKET +
			INSTALL DOCKET FILLER
			+ SASH ASSEMBLY FOR 1"

INSULATING GLASS.

42' FILLER

42' SASH + GASKET SETTING BLOCKS.

2 - 50X72 1" INSULATING LOW E GLASS

SEALANT

TAX

INSTALLATION

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

Payment to be made as follows _____ dollars (\$ 1952.76).

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

Authorized Signature

A. J. Sullivan

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

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

Signature _____

Date of Acceptance: _____

Signature _____

Illinois Valley Glass & Mirror Co., Inc

Proposal

☒ 3300 N.E. ADAMS STREET

PEORIA, IL 61603

PHONE 309-682-6603

FAX 309-682-6744

sales@illinoisvalleyglass.com

☐ 100 DETROIT AVE.

MORTON, IL 61550

PHONE 309-266-7100

FAX 309-266-7113

☐ 5832 N. KNOXVILLE AVE. SUITE A

PEORIA, IL 61614

PHONE 309-683-8557

FAX 309-683-8559

No.

Page No. _____ of _____

Proposal Submitted to RENAISSANCE SALON		Phone	Date 10-29-08
Street 575 COURT ST		Job Name	
City PEORIA IL	State IL	Zip Code 61614	Job Location
Submitted by	Date of Plans	Job Phone	

We hereby submit specifications and estimates for

- 2- 1" Bz Low E Insul Glass \$ 2,133.92
- 2- Bz Awm Framing
- 1- New Entry Package w/ New Hardware \$ 1,200.00
Add for Insul-Glass \$ 324.00
- 1- Rem Steel Door, Frame, Hardware \$ 860.00
No Paint. Door is Insulated

IVG does not guarantee that our low e glass will be the same tint or reflection as your low e glass.

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

_____ dollars (\$ _____).

Payment to be made as follows:

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

Authorized Signature

[Signature]

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

Acceptance of Proposal

- The above prices, specifications and

conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Signature _____



4218 NORTH SHERIDAN RD.
 PEORIA, IL 61614
 Phone: 309 688 • 8750
 Mobile: 309 208 • 3577
 Fax: 309 679 • 9527
 Email: peoriasungard@shcglobal.net
 www.sungardwindow.hdwg.com

QUOTATION - SALES ORDER

DATE

SALESMAN

COMPANY

NAME OR CONTACT

ADDRESS

HM PHONE

OFFICE

FAX

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE TO MEASURE-FURNISH-DELIVER- AND INSTALL

APPROXIMATE DELIVERY TIME

DETAILS

ACCEPTED

TITLE

DATE

PURCHASE ORDER NO.

SUNGARD REPRESENTATIVE

Contract Amount.....\$

Tax*.....\$

Installation.....\$

Total.....\$

Deposit.....\$

Balance.....\$

*when applicable

ACCEPTANCE OF PROPOSAL

This proposal when signed becomes a legal contract for both parties. The above prices, terms, specifications, and conditions are satisfactory and are hereby accepted. I have read both sides, understood and agree to all parts of this agreement. There are no other verbal claims expressed or implied, product performances or effectiveness, warranties, waivers, unless set forth in writing, contained in this contract or supplied in manufacturer's literature.

TERMS

Deposit is required on all custom made products and is due day of production measurements, unless otherwise arranged. Balance or payment in full is due day of completion, unless otherwise arranged. Finance charges of 11/2% per month will be added to all past due balances. In the event of default of any payments called for under this contract, buyer agrees to pay seller expenses and attorney fees for collection.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED IN 30 DAYS!

FOR OFFICE USE ONLY

MC / VISA / DISCOVER - CARD # _____ EXP. _____

REFERENCE NO. _____ DATE ORDERED _____

NOTIFIED _____ DELIVERED / PICKED UP _____

WHITE COPY - OFFICE

YELLOW COPY - CUSTOMER

PINK COPY - SALESMAN

Salon Renaissance

Salon Renaissance is a full-service hair salon. We offer outstanding customer service along with trendy innovative styles that fit everyday lifestyles. Our deep passion for hair and beauty, along with our unique creativity, keeps us on the cutting edge of the industry. By providing quality products, along with take home education, and an adequate relationship between our price/value standard allows us to serve and provide a clean and healthy environment to our community.

Our Mission: To provide the highest quality services, products, education and experience to all of our clients. We are continually looking for opportunities to refine our skills throughout each year along with updating our salon with the latest technology.

Our Motto: *Relax. Revive. Rejoice*

SERVICES

Salon Renaissance is considered an upscale full-service beauty salon. We offer a various range of services:

- **Hair:** Coloring, Shampoo, Conditioning, Curling, Straightening, Haircuts, Styles, Permanent waves, and Eyebrow/Eyelash Tinting.
- **Skincare:** Facials
- **Body:** Migun Massage Bed- acupressure, jade light, and inferred heat to detoxify the body and increase circulation. Full body waxing. Scalp Massages.

PRODUCTS

Professional Salon Concepts (PSC) is currently our product provider. We carry the full range of John Paul Mitchell Products, along with other product lines such as; Brocato, Gage, Modern Exlixirs and Bennie Factor.

Goal(s):**Financial:**

To increase our revenue by building our stylists' clientele and expand our retail with client referrals, community event advertising, web-site hosting development, hair contests entries and by sponsoring our local school programs. We also intend to expand our business hours of operation previously we have been by appointment only or walk-in during the time of appointment.

Our Current yearly revenue is: 125,000.00

Our 5 year goal: We hope to upsurge our revenue by the amount we would receive from the grant at Salon Renaissance within the next years with these improvements.

Marketing:

We are looking to online sources such as Facebook and our website to reach clients and hope for an increase in men (which should be at least 50% of our clientele, shorter hair which consumes less time with the same standard quality as a woman client in lesser time) Due to the fact that we are considered an up-scale salon we have not had a large intake of males.

Location:

We are located at the origin of downtown Pekin. Thus, increasing business traffic to our location, would also help to spruce up downtown. The back of Salon Renaissance is located directly in front of the ATM machine, therefore, we hope to get Salon Renaissance website painted on the exterior wall.

Pekin Downtown Revitalization Program

The downtown revitalization program will allow us to expand and revamp our professional atmosphere. By expanding in these areas we are able to better service our community in these economic times with quality services at afforded costs and will enhance of ability to stay on the cutting edge of the beauty industry. Salon Renaissance wants to increase awareness of how your appearance can affect job performance to our community, state, and nation. Look good, Feel good, Do good! In order to fully expand our salon, we are requesting the maximum amount that would be available to us.

Other improvements include: [reconstructing our desk to provide more retail space, building a window seating bench, for again more retail and floor space, painting the exterior of our building with our salon web address to promote advertisement, repair basement and roof damage due to the harsh winter weather, new glass for the front display window, Shampoo units (3), Plumbing 1500.00, electrical 1500.00, Massage bed repairs 600.00, Product 1200.00]

We believe if you look good you'll feel better .Therefore, if you feel good and look good...you are ultimately good and that is what we strive at Salon Renaissance, the overall well-being of our guests.

000 015 01 00219 Page: 1
 Line: 10000918 04/05/2010



**Pekin
 Community
 Bank**
 A Division of Morton Community Bank

BRAD L BARNARD
 IEBRA BARNARD
 707 S 5TH ST
 PEKIN IL 61554-4517

Loan Billing Statement

HOME EQUITY - PEKIN Loan 141004465

		-----Payment Split-----		Transaction	Principal
Date	Description	Principal	Interest	Amount	Balance
03/05/2010	Balance Last Statement				22,908.68
03/08/2010	Regular Payment EP	339.75	160.25	1,000.00	22,068.93
04/05/2010	Balance This Statement				22,068.93

Finance Charge Calculation					
From	** Annual **	Daily Periodic	Accrued		
Date	Percentage Rate	Rate	Principal	Days	Finance Charge
03/06/2010	4.2500 %	.00011643	22,908.68	2	5.33
03/08/2010	4.2500 %	.00011643	22,068.93	29	74.52

Periodic Rates May Vary

- - - - - L o a n S u m m a r y - - - - -			
Collateral/Property: 019			
Credit Limit:	35,000.00	Interest Accrued From:	03/06/2010
Available Credit:	12,931.07	Interest Accrued Thru:	04/05/2010
Maturity Date:	01/01/2014	Principal Due:	251.18
- - - - Activity This Period - - - -		Interest Due:	79.85
Principal Paid:	339.75	Total Payment Due:	331.03
Finance Charge Paid:	160.25	Payment Due Date:	05/01/2010
** Finance Charge **		79.85	

Finance Charge Paid 2010: 382.06

BRAD L BARNARD
Loan Billing Statement

=====

Remittance Summary

=====

Loan Number			
141004465	Principal Balance:	22,066.93	Interest Due: 79.85
	Principal Due:	251.18	Escrow Due: .00
	Total Due:	331.03	

Total Principal Balance:	22,066.93	Total Interest Due:	79.85
Total Principal Due:	251.18	Total Escrow Due:	.00

Total Amount Due by 05/01/2010: * 331.03 *

* * Please return this portion with your payment * *

Loan Billing Statement

Total Amount Due: 331.03



Illinois Department of Revenue

This certifies that the person or business shown below is authorized under the Retailers' Occupation Tax Act to engage in the business of selling tangible personal property at retail in Illinois. This registration also covers any need for registering under the Use Tax Act, the Service Occupation Act, and the Service Use Tax Act.

This Certificate of Registration must be displayed in plain view at the registrant's place of business.

SALON RENAISSANCE

DEBRA BARNARD LTD

515 COURT ST

PEKIN IL 61554-3347

|||||

EXPIRES: DECEMBER 2005

3257-3359

TLV

(R-1/99)
-NUC415-01-000168



Director of Revenue

Tazewell County, Illinois

generated on 4/8/2010 11:16:58 AM CDT

Taxes

Parcel ID
04-04-35-336-013

Alt. PIN

Parcel Address
515 COURT ST, PEKIN

Data as of
04/04/2010

2008 REAL ESTATE TAX

Return to: TAZEWELL COUNTY DUANE GRAY CO TREASURER P.O. BOX 490 PEKIN, IL 61555-0490					Property Number	Class	Code	Number	
					04-04-35-336-013	0060	04021	5734	
					SEC 35 T25N R5W ORIGINAL TOWN W 1/3 OF LOT 13 BLK 90 SW 1/4				
Township	Lending Code	Land/Lot Acres	Farm Land Acres	Forfeited Tax	Land/Lot Assessed	Farm Land Assessed	Farm Bldg Assessed	Building Assessed	Total Assessed
PEKIN					1780			21200	22980
Mail To: BARNARD BRAD L 707 S 5TH ST PEKIN IL 61554-0000 2008 REAL ESTATE TAX Tax Payer If Other Than Above BARNARD BRAD L 515 COURT ST					Land/Lot BOR Mult	Farm Land BOR Mult	Farm Bldg BOR Mult	Building BOR Mult	Department Multiplier
									1.00000
					Improvement Exemption	Department Equalized	Owner Occupied	Homestead / Veteran	SCAFHE
						22980			
					Return Veteran	Disabled	Disabled Veteran	Taxable Value	
								22980	
					1st Installment		Payment	2nd Installment	
					06/01/2009		Due Date	09/01/2009	
					825.35		Installment	825.35	
					TOTAL TAX: 1,650.70				
2007 Rate	2007 Tax	Tax District			2008 Rate	Percent	2008 Tax	Pension	
.44675	16.24	TAZEWELL COUNTY			.44690	1.0	16.24	3.12	
.15396	5.60	PEKIN TWP.			.15246	.3	5.54		
		PE TWP ASSESSOR							
		PEKIN RD & BR							
2.64428	96.06	GRADE SCHOOL 108			2.65263	5.8	96.38	2.66	
1.80268	65.50	HIGH SCHOOL 303			1.80068	4.0	65.42	2.00	
.47735	17.34	CMMNTY COLLEGE 514			.43197	1.0	15.70	.24	
1.04310	37.90	PEKIN CORP			1.04866	2.3	38.10	23.98	
.42466	15.42	PEKIN PARK DIST			.41897	.9	15.22	1.59	
.23149	8.42	PEKIN LIBRARY			.23087	.5	8.38		
	1,309.54	TIF DIST PEKIN				84.2	1,389.72		
7.22427	1,572.02	Total Tax			7.18314	100.0	1,650.70		

Parcel ID 04-04-35-336-013	Alt. PIN	Parcel Address 515 COURT ST, PEKIN	Data as of 04/04/2010
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Tax Payer Information

Tax Payer	BARNARD BRAD L
Tax Payer Address	707 S 5TH ST PEKIN IL 615540000
Transfer Date	05/01/1995

Location Information

GIS		Section & Plat	
District No.	04021	State Assigned District No.	040
Township No.	004,	Routing No.	
Parcel Address	515 COURT ST, PEKIN	Legal Desc.	SEC 35 T25N R5W ORIGINAL TOWN W 1/3 OF LOT 13 BLK 90 SW 1/4

Parcel Information

Topography

Services

Property Class Code	60 COMMERCIAL BUSINESS	Level	N	Water	
Neighborhood Code	424	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Gas	
Neighborhood Type		Rolling	N	Electricity	N
Street or Road Code		Swampy	N	Sidewalk	
		Flood Hazard		Alley	
		Waterfront Property Type			



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief [May 17, 2010]

AGENDA ITEM: Ordinance Accepting Agreement to Purchase 830 Brenkman Drive Property

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Approval of the ordinance acquiring property in the amount of \$400,000

BACKGROUND: On October 28, 2009, Council Member Kortkamp, Pat Oberle and I met with Joe O'Brien to discuss a possible City acquisition of the former Fort/Landmark Automobile Dealership at 801 Brenkman Drive.

That 3.67 acre site consists of the (approximately 22 year old) 14,150 S.F. Building with 6,874 SF Office and 6,604 SF Warehouse/Shop, Paved Parking Lot and adjacent undeveloped property.

On November 3, 2009, I took City Inspectors, Fire Department and Public Property's personnel through the building to look at the facility. Although the building has been vacant for several years, it has been heated and well maintained. It appears to meet all City Codes.

On March 23, 2010, Mayor Dunn, Pat Oberle and I met with Mr. O'Brien and his attorney John Elias.

The property is listed at \$1,250,000 but is now marketed for \$1,000,000. The most current assessed value of the property is \$995,800. Within the past month, Mr. O'Brien had an appraisal conducted and it came in at \$1,200,000.

Should the City Council support the acquisition of the 830 Brenkman, it gives us the potential to utilize some of the undeveloped property for other current and future operations. In particular, I like the potential to construct a secondary salt building and possibly even a second fueling location. Having second locations for both of those services would eliminate the need for all vehicles having to always drive to the south end of the communities. However, these future uses would have to be addressed at the appropriate future years.

I would recommend that the acquisition of this property come from the City's closed out TIF 2 Fund (\$900,000), not the General Fund.

I would prefer to not close the door on other possible usages of the building. The idea of having a Spec Building has worked for us before; for example Elecys and ICC in Riverway Business Park. As a comparison, the City purchased the building that ICC South now occupies for \$543,000 when the appraised value was \$800,000. $\$543,000/\$800,000 = \$0.67/\1.00 . In comparison, with the appraised value of the property at 830 Brenkman at \$1.2M, we could be purchasing it at $\$0.33/\1.00 .

FINANCIAL IMPACT: \$400,000 from the TIF 2 Closed out fund.

NEIGHBORHOOD CONCERNS: N/A.

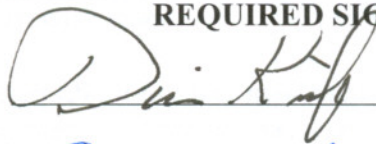
IMPACT IF APPROVED: City could utilize for City operations or as potential Spec Building

IMPACT IF DENIED: Property remains privately owned and the existing structure remains.

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

REQUIRED SIGNATURES

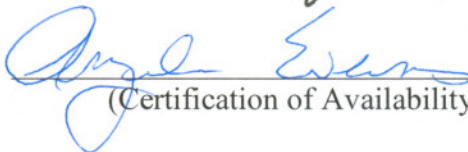
Department Director



5/17/2010

Date

Finance Department



(Certification of Availability of Funds)

5-17-10

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

(Certification of Review)

Date

DRAFT

ORDINANCE NO. _____

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

WHEREAS, KEJM PROPERTIES, LLC, an Illinois limited liability company, (the “Seller”) owns the real property commonly known as 830 Brenkman Drive, Pekin, Illinois (the “Property”); and

AND WHEREAS, the City Council deems it in the best interests of the economic development of the community to acquire said real estate; and

WHEREAS, the City Council deems it in the best interests of the general public’s health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the CITY OF PEKIN is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City and the Seller have negotiated a proposal to purchase the Property, a copy of which said Agreement to Purchase and Sale of Real Property is attached hereto as Exhibit “A” and made a part thereof by reference thereto; 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 Agreement to Purchase and Sale of Real Property between the City and KEJM PROPERTIES, LLC, an Illinois limited liability company, attached hereto as Exhibit “A” and by this reference incorporated herein, for the property

commonly known as 830 Brenkman Drive, Pekin, Illinois for the sum of Four Hundred Thousand (\$400,000.00) Dollars, as provided in the Agreement to Purchase and Sale of Real Property, is hereby accepted by the CITY OF PEKIN, and said real estate shall be purchased from the Seller in accordance with the terms of the Agreement to Purchase and Sale of Real Property.

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

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

SECTION V. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as may be required by law.

AYES: _____

NAYS: _____

ABSENT: _____

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 _____, 2010.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is dated as of _____, 2010, between KEJM Properties, LLC, an Illinois limited liability company ("Seller") and the City of Pekin, Illinois, an Illinois municipal corporation ("Purchaser").

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, the real property commonly known as 830 Brenkman Drive, Pekin, Illinois, which real property is described on Exhibit A attached hereto and incorporated herein, together with all buildings, improvements, and fixtures located thereon and all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Real Property"). Seller shall convey merchantable title to the Real Property to Purchaser by quit-claim deed, subject to all easements, covenants, restrictions, dedications and conditions of record.

2. Purchase Price. The purchase price of the Real Property ("Purchase Price") shall be Four Hundred Thousand Dollars (\$400,000.00), to be paid by Purchaser to Seller in the following manner:

- (a) Ten Thousand Dollars (\$10,000.00) in cash upon the execution of this Agreement as earnest money ("Earnest Money"); and
- (b) the balance of the Purchase Price (in excess of the Earnest Money) at Closing, plus or minus credits and prorations provided for herein, by bank wire transfer of collected federal funds.

Purchaser acknowledges that the Real Property has been appraised at a value of \$1,200,000 and that the excess of the appraised value over the Purchase Price is a donation to Purchaser. Purchaser agrees to execute and deliver all documentation necessary and appropriate to document said donation, including without limitation a Donee Acknowledgement to Internal Revenue Code Form 8283 and a charitable contribution receipt for said donation.

3. Conditions Precedent. Purchaser's obligations under this Agreement shall be subject to the following conditions precedent being satisfied to the satisfaction of the Purchaser (or waived by Purchaser in writing):

3.1 Title Commitment and Policy. Purchaser, at Purchaser's sole cost and expense, shall have thirty (30) days from the date hereof to obtain a title commitment ("Title Commitment") for an ALTA Form B Owner's Title Insurance Policy ("Title Policy") issued by Chicago Title Insurance Company ("Title Insurer"), covering the Real Property in the amount of the Purchase Price showing merchantable record title to the Real Property to be in Seller.

3.1.1. Objections to Title of Record. Within ten (10) days after the later of (i) the date of this Agreement, and (ii) the date of Purchaser's receipt of the Title Commitment, Purchaser shall notify Seller in writing of any objections to or defects in title of record set forth in the Title Commitment. If Purchaser fails to give said

notice within said thirty (30) day period, Purchaser shall be deemed to have accepted all matters then affecting title to the Real Property set forth in the Title Commitment. If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the Title Commitment not set forth in the notice. After receipt of said notice, Seller shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify Purchaser of such election within five (5) days. If Seller does elect to endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections.

3.1.2. Failure to Cure Objections. In the event Seller fails to cure Purchaser's objections to or defects in title within ten (10) days of receiving notice of such objections to or defects in title, or if Seller shall determine that its efforts to cure will not be successful, Purchaser may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Agreement and obtain an immediate return of any Earnest Money. In the event of termination, the parties shall have no further rights or liabilities under this Agreement.

3.2 Survey. Purchaser, at Purchaser's sole cost and expense, may, within thirty (30) days from the date hereof, obtain a survey of the Real Property, certified by a professional surveyor licensed by the State of Illinois.

3.3 Environmental Audit. Purchaser shall be permitted to conduct an environmental audit of the Real Property. Purchaser or its engineer or other agents shall be permitted to enter the Real Property in accordance with the provisions of Section 3.4 hereof to conduct such samplings and tests of the surface, subsurface and improvements as Purchaser, in its discretion, determines to be necessary. If the result of such audit is not satisfactory to Purchaser in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and obtain immediate return of any Earnest Money upon written notice to Seller. In the event of such termination, the parties shall have no further rights or liabilities under this Agreement.

3.4. Inspection. With prior notice to Seller, Purchaser, its employees, agents, representatives and independent contractors shall have the right to enter upon the Real Property at any reasonable time during normal business hours and make any tests or inspections of the Real Property including, without limitation, soils tests and inspections of any improvements located on the Real Property, that they desire to make at Purchaser's sole cost and expense. If Purchaser determines that the Real Property is not acceptable to Purchaser in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and obtain immediate return of any Earnest Money upon written notice to Seller. In the event of such termination, the parties shall have no further rights or liabilities under this Agreement.

If all of the conditions set forth in this Section 3 are not satisfied (or waived by Purchaser) on or before the Closing Date, then Purchaser may terminate this Agreement and obtain an immediate return of any Earnest Money. In the event of such termination, the parties shall have no further rights or liability under this Agreement.

4. Closing. In the event that Purchaser does not terminate this Agreement as provided in Section 3 above, the purchase of the Real Property shall be consummated as follows:

4.1 Closing Date. The closing (the "Closing") shall be July 1, 2010, or such earlier date as may be agreed upon by Purchaser and Seller in advance (the "Closing Date").

4.2 Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

4.2.1 Deed. An executed quit-claim deed to the Real Property (in the form required by Section 1 hereof) prepared by Seller and in a form reasonably acceptable to Purchaser.

4.2.2 Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.

4.2.3 Evidence of Authorization. Evidence satisfactory to Purchaser and the Title Insurer that Seller is authorized to execute this Agreement and proceed with the transactions provided for herein.

4.3 Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:

4.3.1 Purchase Price. The cash portion of the Purchase Price as set forth in Section 2 hereof, plus or minus proration provided for herein.

4.3.2 IRC Form 8283. An executed Donee Acknowledgement to Internal Revenue Code Form 8283.

4.3.3 Receipt. An executed charitable contribution receipt.

4.3.4 Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.

4.3.5 Evidence of Authorization. Evidence satisfactory to Seller and the Title Insurer that Purchaser is authorized to execute this Agreement and proceed with the transactions provided for herein.

4.4 Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:

4.4.1 Closing Statement. An agreed upon closing statement.

4.4.2 Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

4.5 Possession. Sole and exclusive possession of the Real Property shall be delivered to Purchaser on the Closing Date.

4.6 Property Taxes.

4.6.1 Payments by Seller. All installments of real property taxes on the Real Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.

4.6.2 Credits to Purchaser. Purchaser shall receive a credit against the Purchase Price for all installments of real property taxes on the Real Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment, and the Purchaser shall receive an additional credit against the Purchase Price for the amount so calculated.

4.7 Closing Costs. Seller shall pay the following costs: Seller's attorneys fees. Purchaser shall pay the following costs: Purchaser's attorneys fees, survey costs, title insurance costs, any state or local transfer taxes and any closing fees and recording fees.

4.8 Brokerage/Transaction Coordination Fees. Seller represents to Purchaser that no transaction coordinator or real estate broker has been engaged by Seller with regard to this transaction. Purchaser represents to Seller that no transaction coordinator or real estate broker has been engaged by Purchaser with regard to this transaction. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any fees due to any transaction coordinator, real estate broker or similar person or entity claiming to have been engaged by the Indemnifying Party with regard to this transaction.

4.9 Special Assessments. Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Real Property.

4.10 Utility Expenses. All utility expenses will be adjusted as of the Closing Date and Seller will pay any such expenses incurred or accrued with respect to the Real Property prior to the Closing Date.

4.11 Prorations.

4.11.1 There shall be no proration of prepaid insurance premiums except with respect to insurance policies to which Purchaser has expressly agreed to accept an assignment (or be added as an additional named insured) as of the Closing Date.

4.11.2 Rents under all leases of the Real Property (exclusive of delinquent rents, but including prepaid rents); security deposits; common area maintenance and other payments payable by tenants, for or in connection with such use of occupancy thereof; operating expenses; personal property taxes, if any; and all other items customarily prorated or adjusted on the conveyance of similar properties shall be prorated as of the Closing Date (on a per diem basis) (except to the extent such of the above mentioned items are paid by tenants).

5. Default. If Seller wrongfully refuses to close the sale of the Real Property to Purchaser or is unable to close the sale of the Real Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement

and return of any Earnest Money; specific performance, with the rights, but not the obligation, to perform Seller's covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder. If Purchaser wrongfully refuses to close the purchase of the Real Property and pay the Purchase Price to Seller, the same shall constitute a breach of this Agreement and Seller shall be entitled to retain any Earnest Money as liquidated damages and as its sole and exclusive remedy hereunder in lieu of any and all other remedies at law or in equity.

6. Casualty. If the buildings and improvements forming a part of the Real Property are damaged or destroyed by fire or other casualty from and after the date hereof and such damage cannot be repaired to the reasonable satisfaction of Purchaser within twenty (20) days thereafter as determined by Purchaser after consultation with Seller, Purchaser shall have the right to either (i) accept the damaged Real Property without abatement of the Purchase Price or (ii) declare this Agreement null and void. If Purchaser accepts the Real Property, any insurance or other settlement proceeds collected by Seller (less all reasonable costs and expenses, including without limitation, attorney's fees, expenses and court costs, incurred by Seller to collect such proceeds), shall be credited to Purchaser on account of the Purchase Price. If Purchaser declares this Agreement null and void, any Earnest Money shall be returned to Purchaser and the parties shall have no further rights or liabilities under this Agreement. If it is determined that the damage to the buildings and improvements forming a part of the Real Property can be repaired as aforesaid within said twenty (20) day period, Seller shall promptly commence and diligently proceed with the completion of such repairs (it being recognized that Seller shall be entitled to collect for its own account and use in such work any and all insurance or other settlement proceeds). If such work cannot be completed by the Closing Date anticipated hereunder, then the Closing Date shall be extended by the parties hereto by the number of days required for Seller to complete such work.

7. Condition of the Real Property. Purchaser warrants that, as of the Closing Date, Purchaser will have fully inspected the Real Property or will have had the opportunity to conduct a complete and thorough inspection to determine the condition of the Real Property for any and all defects, whether known, unknown or hidden, including, but not limited to, any such defects relating to soil conditions and toxic or other hazardous materials; and except as specifically set forth herein, Purchaser expressly agrees to purchase the Real Property "AS IS," irrespective of whether the Real Property contains any defects, whether known, disclosed or hidden, it being fully understood that as except as specifically set forth herein, the Seller has made no warranties or representations of any kind pertaining to the Real Property, the condition thereof, the rental thereof, or any other matter pertaining to the Real Property. Purchaser agrees that if there is any requirement by governmental authority to meet or comply with any regulation, ordinance or code section, or to improve, repair, inspect, replace and/or alter any part or portion of the Real Property prior to or as a condition of sale, any such costs shall be paid by Purchaser; and any such requirement shall be complied with promptly by Purchaser and shall not relieve Purchaser from any of the obligations imposed by this Agreement.

8. Condemnation. If any portion or portions of the Real Property shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void upon fifteen (15) days' written notice to Seller. In the event of termination, the parties shall have no further rights or liabilities under this Agreement and any Earnest Money shall be returned to Purchaser. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from

such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys fees, expenses and court costs incurred by Seller to collect such awards).

9. Miscellaneous. It is further understood and agreed as follows:

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

Time. Time is of the essence of this Agreement.

Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

Integrated Agreement. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Real Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) (a) hand delivered by messenger or courier service, (b) telecommunicated, (c) mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or (d) sent by nationally recognized overnight carrier, addressed to:

If to the Purchaser:

City of Pekin, Illinois
111 S. Capitol Street
Pekin, IL 61554
Attention: City Clerk
Telefax: (309) 346-2095

with a copy to:

Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth
Pekin, IL 61554
Attention: Patrick E. Oberle
Telefax: (309) 346-0633

If to the Seller:

KEJM Properties, LLC
1601 Ft. Jesse Rd.
Normal, IL 61761
Telefax: (309) 452-6323

with a copy to:

John S. Elias
Elias, Meginnnes, Riffle & Seghetti
416 Main Street, Suite 1400
Peoria, IL 61602
Telefax: 309-637-8514

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by hand delivery; (b) on the date of transmission with confirmation if by telex, telefax or other telegraphic method; (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed, and (d) on the date of receipt or refusal of delivery, if by overnight carrier.

Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SELLER:

PURCHASER:

KEJM PROPERTIES, LLC

CITY OF PEKIN, ILLINOIS

By: _____
Joseph D. O'Brien, Jr., Manager

By: _____
Its: _____

310-399

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Lots 43, 44 and a part of Lot 45 in Pekin Edgewater Park Section Four, a Subdivision in the City of Pekin, as shown on a Plat recorded in Plat Book "AA", Page 1, in the Recorder's Office of Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northeasterly corner of said lot 44 as the Point of Beginning of the Tract to be described; thence North 73°-12'-14" West (bearings assumed for the purpose of description only) along the Northerly Line of said lot 44 and lot 45, a distance of 411.34 feet to a Point being 28.66 feet Southeasterly of the Northwest corner of said lot 45; thence South 16°-47'-46" West Parallel with the Westerly Line of said lot 45, a distance of 380.00 feet to a Point on the Southerly line of said lot 45; thence South 73°-12'-14" East along the Southerly line of said lot 45, a distance of 71.34 feet; thence South 79°-46'-27" East along the Southerly line of said lot 45 and 43, a distance of 342.25 feet to the Southeasterly corner of said lot 43; thence North 16°-47'-46" East along the Easterly line of said lot 43 and 44, a distance of 340.84 feet to the Point of Beginning.

Permanent Index Numbers: 04-04-23-300-010 and 04-04-23-400-020
Common Address: 830 Brenkman Drive, Pekin, Illinois

830 Brenkman Drive



1 inch = 50 feet





REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Fire Chief Kurt Nelson

AGENDA ITEM: Second Amendment to Contract for Fire Protection and Emergency Services with Powerton Fire Protection District.

AGENDA DATE REQUESTED: June 7, 2010

ACTION REQUESTED: Recommended City Council approval of Second Amendment to Contract for Fire Protection and Emergency Services.

BACKGROUND: Midwest Generation is required as per the current contract to maintain an Incipient Fire Brigade, as defined by OSHA (1910.56). If Midwest Generation fails to maintain a Fire Brigade as defined by the OSHA standard, the City can elect to terminate the contract upon written notice to the District.

Midwest Generation Plant Management met with the Fire Chief over concerns they have with the ability to maintain their current Fire Brigades. Midwest Generation has determined that due to an ageing workforce, they have a decreasing amount of personnel that can meet the physical requirements set forth in the OSHA standard mentioned above.

Midwest Generation has offered a solution to this problem by changing their procedure for proprietary fire response. The Plant Management wishes to eliminate the Fire Brigades and use Fire Guides to assist the Pekin Fire Department with firefighting responses to their facility. The Fire Brigade was able to respond to fires in the plant and attempt extinguishment, or at least control and confine to the area of origin until the fire department arrived. Once the fire department arrived the fire brigade could continue to fight the fire and supplement the Pekin Fire Departments efforts. Fire Guides are not able to fight fires. There will be only one or two Fire Guides per shift. The role of the Fire Guides is to assist fire crews with knowledge of the facility and getting to the fire only.

What this means for the Pekin Fire Department is; attempted control of the fire will not be underway when we arrive, and an immediate need for increased manpower and equipment responding to the scene.

FINANCIAL IMPACT: \$5000.00 paid to the City of Pekin, over and above the minimum annual fee.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Continued protection of life and property in the District and increased revenue from the District. Continuation of the excellent working relationship we have with Midwest Generation.

IMPACT IF DENIED: Termination of the contract would be a result, decreasing the amount of revenue received from the District. This would also result in the increased potential for the loss of life and property for Midwest Generation

ALTERNATIVES: No reasonable alternatives can be found at this time.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Continued protection of life and property.

REQUIRED SIGNATURES

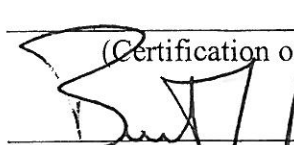
Department Director



6-4-10

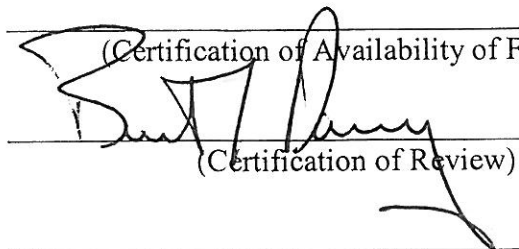
Date

Finance Department

 (Certification of Availability of Funds)

Date

Corporation Counsel



6-8-10

(Certification of Review)

Date

City Manager

Date

LAW OFFICES
BAGLEY & MILLER
FRINGS BUILDING - 6 SOUTH FOURTH STREET
P.O. BOX 669
PEKIN, ILLINOIS 61555-0669
309-346-2161

J.R. BAGLEY
LOUIS E. MILLER
FACSIMILE 309-346-6387
EMAIL bagleymillerlaw@grics.net

C.V. FRINGS (1906-1977)
R.A. MILFORD (1914-1963)
B.F. HOFFMAN (1912-1972)
F.E.I.N. 37-0707840

June 3, 2010

SENT VIA E-MAIL
dkief@ci.pekin.il.us

Mr. Dennis Kief
City Manager
City of Pekin
111 S. Capitol St.
Pekin, Illinois 61554

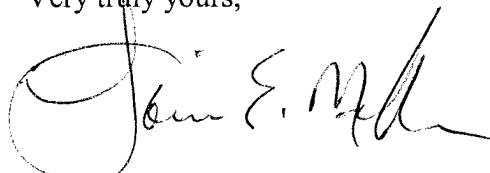
Re: Powerton Fire Protection District

Dear Dennis:

Attached herewith for your review and comments regarding Midwest Generation's desire to replace the fire brigade with Fire Guides at their Powerton Plant, please find copies of the proposed Second Amendment to the Contract for Fire Protection and Emergency Services and the proposed Second Amendment to Contract for Additional Fire Protection Services between Powerton Fire Protection District and the City of Pekin.

Midwest Generation has advised me that they are agreeable to the proposed Amendments. After you have reviewed the documents, please let me know if they are acceptable to the City of Pekin or if the City requires any changes be made to the documents.

Very truly yours,



Louis E. Miller

LEM/jlb
Attachments

SECOND AMENDMENT TO CONTRACT
FOR FIRE PROTECTION AND EMERGENCY SERVICES

This Second Amendment to Contract for Fire Protection and Emergency Services is made and entered into this _____ day of _____, 2010, by and between **POWERTON FIRE PROTECTION DISTRICT** (the District) and the **CITY OF PEKIN** (the City);

WHEREAS, the District and the City entered into a written Contract for Fire Protection and Emergency Services dated March 24, 2003 (the Contract); and

WHEREAS, said Contract was amended by and between the District and City by a written First Amendment to Contract for Fire Protection and Emergency Services dated the 22nd day of November, 2004, and

WHEREAS, said Contract, as amended, gives the City the election to terminate the Contract upon written notice to the District, if at any time Midwest Generation, LLC, is not maintaining at its Powerton Facility, 13082 E. Manito Road, Pekin, Illinois, an Incipient Fire Brigade, as defined by OSHA (1910.56); and

WHEREAS, it is getting increasingly difficult for Midwest Generation, LLC, to find employees who are capable of meeting the standards necessary to staff an Incipient Fire Brigade meeting the requirements of OSHA (1910.56).

IT IS THEREFORE AGREED that the Contract for Fire Protection and Emergency Services, as amended, by and between the District and the City is hereby further amended to delete Paragraph 2 thereof, entitled PRIOR TERMINATION, and to substitute in lieu thereof, the following:

“2. **PRIOR TERMINATION.**

(a) Termination by District. The District may elect to terminate this Contract at the conclusion of any contractual year prior to the aforesaid expiration date by giving to the City written notice of such election, by certified mail, return receipt requested, and postage fully prepaid, at least ninety (90) days prior to the end of that contractual year.

(b) Termination by City. Midwest Generation, LLC, shall maintain at all times, at its Powerton facility, 13082 E. Manito Road, Pekin, Illinois, (i.e. 24 hours per day, 365 days per year), a group of Fire Guides. The Fire Guides shall be trained and prepared to don fire gear, such as SCBA's. The Fire Guides shall escort the City fire department to the fire or emergency and shall provide on sight assistance and guidance to the City fire department. For example, the Fire Guides would be available to assist the City fire department in identifying high voltage equipment. The Fire Guides shall not, however, actively fight fires while in fire gear. If Midwest Generation, LLC, fails to maintain a group of Fire Guides as described above, the City may notify the District in writing, by certified mail, return receipt requested, of its intention to terminate the Contract. If Midwest Generation, LLC, does not restore

its group of Fire Guides in compliance with this paragraph within 90 days after first receiving notice, the City may terminate the Contract at any time after the 90 day period.

(c) Refund of Payments Upon Termination. If the City terminates this Contract such that the effective termination date is at any time other than the end of a Contract year, the City shall refund to the District a prorated portion of the payments made under the Contract for the Contract year in which the termination is to take place. The prorated portion shall be calculated by subtracting the total number of days paid for under the Contract from the total number of days for which fire services were provided prior to termination and multiplying the result by the daily rate. The daily rate is the total annual Contract payment due for the termination year divided by the number of calendar days in that year.”

IT IS FURTHER AGREED that in exchange for the aforesaid amendment to the Contract for Fire Protection and Emergency Services by and between the District and City, the District will pay to the City for the purchase of such fire protection and emergency services an additional FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS each year, over and above the minimum annual fee otherwise due and payable under the Contract, in equal quarterly payments of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$1,250.00) DOLLARS, beginning with the next quarterly payment under the Contract on July 1, 2010, and on the 1st day of each October, January, April, and July thereafter during the term of the Contract.

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be duly executed this _____ day of _____, 2010.

CITY OF PEKIN, a Municipal Corporation,

By _____
Its Mayor

ATTEST:

Its City Clerk

POWERTON FIRE PROTECTION DISTRICT,

By _____
Its President

ATTEST:

Its Secretary



REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: AGENDA ITEM: AMENEDMENT TO DEVELOPMENT AGREEMENT

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Recommendation to approve Amendment to Development Agreement

BACKGROUND: On October 23, 2000 the City, Commerce Bank N.A as Trustee and RER Enterprises, LLC entered into an agreement to extend Cherry Lane into the County Market Shopping Center. The original agreement did not allow truck traffic due to the typical roadway construction of 3" blacktop for vehicular traffic for the general public. On October 31, 2000 there was a memorandum to the original roadway agreement to allow delivery trucks on the roadway but the construction of the road would be constructed of 8" concrete to carry the weight of truck traffic, but no parking was allowed on roadway. Now with a new business locating in the rear building of the RER development, all parties involved must amend the memorandum to the roadway agreement to allow delivery trucks to make deliveries and unload goods to tenants for a limited time.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: New businesses would be able to receive goods into the kitchen area without bringing the goods through the public area.

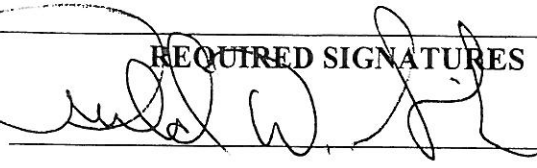
IMPACT IF DENIED: The new business would have to accept deliveries from the parking lot and brought through the public area. Frequent maintenance to parking area would be required and traffic congestion from parking area onto Court Street would be a concern for public safety.

ALTERNATIVES: Leave as is and let trucks enter from parking area.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Safe Community, and High Quality Of Life

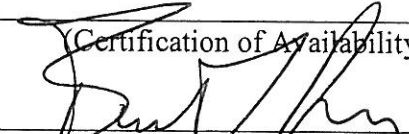
REQUIRED SIGNATURES

Department Director

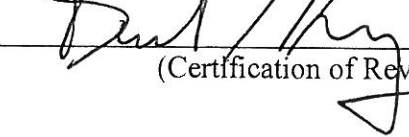


6/7/2010
Date

Finance Department


(Certification of Availability of Funds) Date

Corporation Counsel


(Certification of Review) Date

City Manager

Date

This instrument prepared by
and to be returned to:

Michael J. Wisdom, Esq.
405 SW Commercial Street
Peoria, IL 61602

Tax ID Numbers:
04-10-01-400-033
04-10-01-400-002
04-10-01-400-013

**AMENDMENT TO DEVELOPMENT AGREEMENT
AND MEMORANDUMS THEREOF**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT AND MEMORANDUMS THEREOF is entered into this _____ day of June, 2010 by and between the City of Pekin, an Illinois municipal corporation (the "City"); William J. Leman (formerly Commerce Bank N.A), not personally but as Trustee under a Trust Agreement dated April 10, 1986 and known as Trust No. 77-6035-008, by Leman Property Management Co., an Illinois corporation, its agent ("Commerce"); and RER Enterprises, L.L.C., an Illinois limited liability company ("RER").

WITNESSETH:

WHEREAS, Commerce owns the property legally described in Exhibit A attached hereto (the "Roadway Property") and RER owns the adjacent property legally described in Exhibit B attached hereto (the "RER Property"); and

WHEREAS, Commerce, the City and RER entered into a certain Development Agreement dated October 23, 2000 (the "Development Agreement") pertaining to the construction, ownership, maintenance and usage of a private roadway (the "Roadway") on the Roadway Property; and

WHEREAS, Commerce, the City and RER subsequently entered into a Memorandum of Development Agreement (the "Memorandum of Development Agreement") memorializing the terms of the Development Agreement, which memorandum of Development Agreement was dated December 13, 2000 and recorded December 21, 2000 as Doc. No. 200000026610 in the office of the Recorder of Tazewell County, Illinois; and

WHEREAS, Commerce and RER subsequently entered into a Memorandum of Roadway Agreement (the "Memorandum of Roadway Agreement") memorializing the terms of the Development Agreement, which Memorandum of Roadway Agreement was dated October 31, 2000 and recorded November 13, 2000 as Doc. No. 200000023691 in the office of the Recorder of Tazewell County, Illinois; and

WHEREAS, the parties now wish to amend the Development Agreement, Memorandum of Development Agreement and Memorandum of Roadway Agreement as set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties jointly modify the Development Agreement, Memorandum of Development Agreement and Memorandum of Roadway Agreement as follows:

1. Paragraph 5 of the Development Agreement (and thus the Memorandum of Development Agreement) and Paragraph 1 of the Memorandum of Roadway Agreement are hereby amended to provide that delivery trucks may operate on and use the Roadway for deliveries, and may park on the Roadway for such limited time as may be necessary to make deliveries to tenants of the parties.
2. In the event the Roadway is damaged as a result of usage by delivery trucks, the parties shall share in the repair of such damage on a reasonable proportional basis.
3. RER may install a set of steps leading from the Roadway to the sidewalk at the rear of the RER Property in a location agreed upon by the parties, the design and construction of such steps to be approved by the City of Pekin. RER shall, at its expense, maintain such steps in good condition and repair.
4. As modified herein, the Development Agreement, Memorandum of Development Agreement and Memorandum of Roadway Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment to Development Agreement and Memorandums Thereof as of the date first set forth above.

William J. Leman, not personally but as
Trustee under a Trust Agreement dated April 10,
1986 a/k/a/ Trust No. 77-6035-008

RER Enterprises, L.L.C.,
an Illinois limited liability company

By: Leman Property Management Co., its agent

By: _____
Michael J. Wisdom, Manager

By: _____
William Leman, CEO

City of Pekin, an Illinois municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Exhibit A

LEGAL DESCRIPTION PRIVATE ROADWAY AREA (0.395 ACRES)

A PART OF LOT "C" IN GIFFIN-QUARELLO'S SECOND ADDITION IN THE CITY OF PEKIN, BEING A SUBDIVISION OF PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1, T24N, R5W, OF THE 3RD PM, AS SHOWN ON THE SURVEY AND PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF TAZEWELL COUNTY, ILLINOIS IN PLAT BOOK P, AT PAGE 169, A PART OF LOT 21 IN SAID GIFFIN-QUARELLO'S SECOND ADDITION AS SHOWN BY CORRECTED AND CONSOLIDATED PLAT OF GIFFIN-QUARELLO'S FIRST AND SECOND ADDITION TO THE CITY OF PEKIN, RECORDED IN THE RECORDER'S OFFICE OF TAZEWELL COUNTY, ILLINOIS ON THE 29TH DAY OF AUGUST A.D., 1951, IN PLAT BOOK P AT PAGE 169 AND A PART OF THE SE 1/4 OF SAID SECTION 1, ALL IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT "C"; THENCE S00°19'27"E ALONG THE WEST R.O.W. LINE OF COTTAGE GROVE AVENUE, A DISTANCE OF 40.81 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE N79°50'42"W, A DISTANCE OF 70.73 FEET; THENCE N68°51'45"W, A DISTANCE OF 73.00 FEET; THENCE N58°30'45"W, A DISTANCE OF 143.29 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 172.00 FEET, FOR AN ARC DISTANCE OF 98.00 FEET; THENCE S88°50'31"W, A DISTANCE OF 17.63 FEET; THENCE S00°04'55"E, A DISTANCE OF 46.57 FEET; THENCE N88°34'19"E, A DISTANCE OF 77.04 FEET; THENCE S58°30'45"E, A DISTANCE OF 117.42 FEET TO THE NORTHWESTERLY LINE OF SAID LOT "C"; THENCE S30°41'59"W ALONG THE NORTHWESTERLY LINE OF SAID LOT "C", A DISTANCE OF 0.08 FEET TO THE MOST WESTERLY CORNER OF SAID LOT "C"; THENCE S60°03'08"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT "C", A DISTANCE OF 224.03 FEET TO THE WEST R.O.W. LINE OF SAID COTTAGE GROVE AVENUE; THENCE N00°19'27"W ALONG THE WEST R.O.W. LINE OF SAID COTTAGE GROVE AVENUE, A DISTANCE OF 79.30 FEET TO THE POINT OF BEGINNING CONTAINING 0.395 ACRES, SITUATE, LYING AND BEING IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

Exhibit B

RER Property

TRACT I:

Beginning at the center of Section 1, Township 24 North, Range 5 West of the Third P.M., Tazewell County, Illinois; thence running East on the center line of said Section, 510 feet to the corner of the property referred to in the records of Tazewell County as the Winkel property; thence South 518 feet, thence East 20 feet to the place of beginning of the tract of land herein conveyed; thence running East 193 feet; thence South 32°30' West, 272.2 feet to the Northeasterly corner of the school property; thence North 57°30' West, 148 feet to the Northwest corner of the school property; thence Northerly along the East line of the lane, 169 feet to the place of beginning.

TRACT II:

Commencing at the Southeasterly corner of Tract I above described; thence South 32°30' West, 147.5 feet, more or less, to a point in the Northeasterly line of Court Street, also know as Illinois Route 9; thence Northwesterly along the Northeasterly line of Court Street, 147.5 feet to a point; thence Northeasterly parallel with the Southeasterly line of said tract, 147.5 feet to a point; thence Southeasterly along the Southwesterly line of said Tract I, 147.5 feet to the point of beginning;

Also being known as Lot 7 as shown on plat recorded in Plat Book "L", page 9, in the Recorder's Office of Tazewell County, Illinois.

TRACT III:

Lot A of GIFFIN-QUARELLO'S SECOND ADDITION to the City of Pekin, Tazewell County, Illinois, as shown on plat recorded in Plat Book "P", page 169, in the Recorder's Office of Tazewell County, Illinois.

TRACT IV:

A part of the Northwest Quarter of the Southeast Quarter of Section 1, Township 24 North, Range 5 West of the Third P.M., Tazewell County, Illinois, being the tract marked "Frank Donelutti" on plat recorded in Plat Book "J", page 13, in the Recorder's Office of Tazewell County, Illinois; EXCEPT 100 feet of even width off of the Southeasterly side of said tract conveyed by Warranty Deed recorded in Book 225, page 100, and by Warranty Deed recorded in Book 244, page 159.

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that William J. Leman, personally known to me to be the CEO of Leman Property Management Co. and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

My Commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Michael J. Wisdom, personally known to me to be the Manager of RER Enterprises, L.L.C. and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

My Commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the Mayor and City Clerk of the City of Pekin, Illinois, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

My Commission expires: _____

Sieh, Ron

From: Mike Wisdom [mike@wisdomdevelopment.com]
Sent: Monday, May 24, 2010 11:22 AM
To: Sieh, Ron
Subject: Amendment to Development Agreement

Ron,

Attached is a PDF of the revised Amendment to Development Agreement, which includes the exhibits. Please let me know if this is satisfactory for sending to the Mayor and Council Members. Let me know when this will be going to Council. Thanks for your help on this.

Mike

5/24/2010



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Engineering Agreement with Jost/Becker/Jost for Mechanic Shop

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Accept and approve the engineering agreement to design a new 3 bay Mechanic Shop with Jost/Becker/Jost for \$29,600.

BACKGROUND: With the addition of the Hoyle buses and adding an additional mechanic, more space is required to be able to service all of the additional equipment. The current facility can only handle two to three buses or large trucks inside at one time. If any piece of equipment ends up needing parts or extensive service that would require it to take more time, there would be no room to begin work on another piece of equipment. Darrell Becker of Jost/Becker/Jost was asked to prepare a proposal to design a 3 bay garage across from the existing facility where there is currently a shelter for parked buses. This location will keep all the work centrally located and not hinder the normal flow of traffic through the area.

I recommend that the agreement be approved for the amount not to exceed \$29,600 and awarded to Jost/Becker/Jost.

FINANCIAL IMPACT: \$29,600 out a building funds.

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: design moves forward with a possibility of getting the shop built before the end of the year

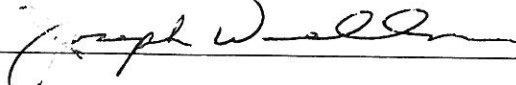
IMPACT IF DENIED: no design work begins on this project and vehicle maintenance on 100 school buses and over 30 heavy duty trucks will be hindered due to lack of shop space.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

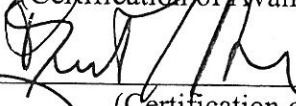
Department Director


Date 5/24/10

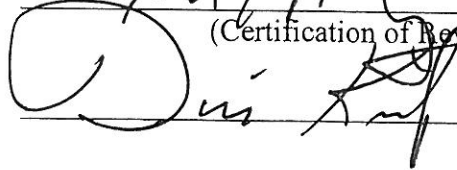
Finance Department


(Certification of Availability of Funds) Date 5-26-10

Corporation Counsel


(Certification of Review) Date 6/8/10

City Manager


Date 5/26/10

JOST / BECKER / JOST — ARCHITECTS

349 S. FOURTH STREET
PEKIN, ILLINOIS 61554
AREA CODE (309) 347-3859
FAX (309) 347-6342

May 25, 2010

CITY OF PEKIN
111 South Capitol Street
Pekin, Illinois 61554

Attention: Mr. Joe Wuellner

RE: A/E Proposal
For A New Three Bay
Vehicle Service Building
At The City Service Center
1130 Koch Street

Dear Joe:

Enclosed herewith are two (2) copies of the AIA Abbreviated Form of Agreement Between Owner and Architect for the captioned project. This Agreement covers A/E Services for the project as we discussed at our on-site meeting on May 18, 2010, and our telephone conversation on May 19, 2010. My understanding of the requested services are as follows:

I. DESCRIPTION OF BASIC ARCHITECTURAL/ENGINEERING SERVICES.

A. Preliminary Design Phase:

1. Meet with Owner's representative to discuss requirements of the Project.
2. Site visits to confirm existing conditions.
3. From information received at the above meeting and site visits, Architect shall prepare a Floor Plan and Building Elevation Drawing. Drawing shall be submitted for the Owner's review and comment.
4. Architect shall meet with Owner's representative to discuss required revisions.
5. Architect shall revise Drawing and resubmit for Owner's approval. Any additional revisions shall be Additional Services.

B. Construction Documents and Bidding Phase:

1. Based on approved Preliminary Design Drawings, Architect/Engineer shall prepare Drawings and Specifications for approval by the Owner, setting forth in detail the requirements for the construction of the Project. Documents shall include the following:

- a. Site improvement work adjacent to new building.
- b. General Construction work for the construction of an approximate 60 ft. by 60 ft., three bay, pre-engineered wood framed building for vehicle servicing.
- c. Plumbing construction drawings and specifications for a rest room, air compressor system, domestic water, sanitary and oil/water separator systems.
- d. HVAC construction drawings and specifications for a heating system, ventilating system and vehicle exhaust system.
- e. Electrical construction drawings and specifications for a lighting and power system.
- f. Topographic survey locating above ground items, edges of buildings, boundaries of concrete or bituminous areas, and other site features in the approximately 220' x 150' area.

Services not included are as follows:

- a. Work in Owner's existing buildings.
- b. Sprinkler system design.
- c. Intrusion alarm design.
- d. Telephone or computer system design.

These services can be provided as Additional Services if directed by Owner.

2. Architect shall submit documents to the Owner for review and comment.
3. From the Owner's review comments, revise documents as required. Any later revisions will be Additional Services.
4. Architect, following the Owner's approval of the Construction Documents, shall provide the Owner with thirty (30) sets of Construction Documents for his use in obtaining Bids for the work.
5. A/E shall respond to Bidders questions during the Bidding Phase and provide the Owner with any required addendum items for his use in issuing an Addendum to Bidders.

C. Construction Phase:

1. Architect to be a representative of the Owner, and consult with the Owner during Construction.
2. Architect/Engineer shall visit site at intervals appropriate to the state of construction to become generally familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in accordance with the Contract Documents.
3. Architect/Engineer shall review Contractors submittals, such as Shop Drawings, Product Data and Samples.
4. Architect shall prepare Change Orders and Construction Change Directives, and review Contractors proposals.
5. Architect/Engineer shall inspect work at the time of Substantial Completion, and prepare list of work items that need to be completed or corrected by the Contractor.
6. Architect/Engineer shall inspect work when notified by Contractor that work is complete to verify completion.

CITY OF PEKIN
May 25, 2010
Page Four

D. Additional Services:

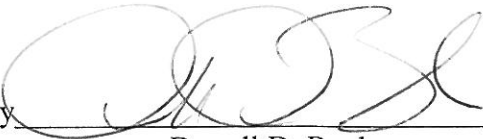
1. Description of Services: Additional Services are Services not listed for the Phases enumerated above. These Services shall only be performed when directed by the Owner.
2. Compensation shall be based on hourly rates and multipliers.

I wish to thank you for the opportunity to submit this Proposal. If it meets with you approval, please have both copies signed, retain one copy for your files, and return the remaining copy to this office.

Please contact me if you have any questions.

Yours very truly,

JOST/BECKER/JOST-ARCHITECTS

By 
Darrell D. Becker

DDB/cam
Enclosures



AIA Document B151

Abbreviated Form of Agreement Between Owner and Architect

for Construction Projects of Limited Scope

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the 25th day of MAY in the year of
~~NINETEEN EIGHTY EIGHT~~ TWO THOUSAND TEN

BETWEEN the Owner: **CITY OF PEKIN**
(Name and address) **111 SOUTH CAPITOL STREET**
PEKIN, ILLINOIS 61554

and the Architect: **JOST/BECKER/JOST-ARCHITECTS**
(Name and address) **349 SOUTH FOURTH STREET**
PEKIN, ILLINOIS 61554

For the following Project:

(Include detailed description of Project, location, address and scope.)

New three bay vehicle service building of pre-engineered wood frame construction, to be erected at the City of Pekin Service Center, 1130 Koch Street, Pekin, Illinois. Building to include one toilet facility with a water closet and lavatory, along with an electric water cooler. Work to include all required code compliant plumbing, HVAC and electrical work.

The Owner and Architect agree as set forth below.

Copyright 1974, 1978, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.
Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1. The Architect's Basic Services consist of those described under the three phases identified below, any other services identified in Article 12, and include normal structural, mechanical and electrical engineering services.

2.2 DESIGN PHASE

~~2.2.1 The Architect shall review with the Owner alternative approaches to design and construction of the Project.~~

2.2.2 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a preliminary estimate of Construction Cost.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project ~~and shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost.~~

2.3.2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.3.3 Unless provided in Article 12, the Architect, following the Owner's approval of the Construction Documents ~~and of the latest preliminary estimate of Construction Cost,~~ shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.4 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.4.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.2.3.

~~2.4.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.~~

2.4.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.4.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction.

2.4.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.4.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

~~2.4.8 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.~~

~~2.4.9 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.4.5 and on the~~

data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.4.10 The Architect shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.4.11 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.4.12 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the Owner as provided in Paragraphs 3.1 and 3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.4.13 The Architect shall conduct inspections to determine the dates of Substantial Completion and final completion and shall issue a final Certificate for Payment.

2.4.14 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Owner or if included in Article 12, and

they shall be paid for by the Owner as provided in this Agreement. Such Additional Services shall include, in addition to those described in Paragraphs 3.2 and 3.3, budget analysis, financial feasibility studies, planning surveys, environmental studies, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed Construction Cost estimates, quantity surveys, interior design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, and any other services not otherwise included in this Agreement under Basic Services or not customarily furnished in accordance with generally accepted architectural practice.

3.2 If more extensive representation at the site than is described in Subparagraph 2.4.5 is required, such additional project representation shall be provided and paid for as set forth in Articles 11 and 12.

3.3 As an Additional Service in connection with Change Orders and Construction Change Directives, the Architect shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposals, and provide any other services made necessary by such Change Orders and Construction Change Directives.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.

4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by the Architect.

4.3 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Owner.

4.5 The foregoing services, information, surveys and reports shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.6 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. if the Project is abandoned, terminate in accordance with Paragraph 8.3, or
4. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
**USE OF ARCHITECT'S DRAWINGS,
SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project, and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7 REFER TO ARTICLE 12

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party

fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Con-

ditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses include expenses incurred by the Architect in the interest of the Project for:

- .1** expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2** long-distance communications;
- .3** fees paid for securing approval of authorities having jurisdiction over the Project;
- .4** reproductions;
- .5** postage and handling of Drawings and Specifications;
- .6** expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7** renderings and models requested by the Owner;
- .8** expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and
- .9** expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set

forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF **NONE** Dollars (\$ **0.00**) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Compensation for the Architect's Services shall be based on hourly rates with a Not-To-Exceed Fee as follows:

Hourly Rates:

Project Architect (Darrell Becker).....\$110.00/Hour
Secretary.....\$50.00/Hour

Compensation for Engineering Services shall be billed at a multiple of one and one tenth (1.1) times the amount billed the Architect.

NOT-TO-EXCEED FEE.....\$29,600.00

(Not-To-Exceed Fee includes the reproduction of thirty (30) sets of Drawings and Specifications for Project Bidding and Construction). Additional sets if authorized by the Owner shall be billed at a multiple of one and one-half (1.5) times the amount billed the Architect.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate)

NOT APPLICABLE

Design Phase:	percent (%)
Construction Documents Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Compensation shall be based on hourly rates and multipliers as enumerated in Paragraph 11.2.1.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

- 1. Additional Services provided at the direction of the Owner shall be compensated at the hourly rates enumerated in Paragraph 11.2.1.**
- 2. Architect's Construction Drawings shall be in manually drafted format. If required to be provided in Auto CAD format, additional fee shall be based on hourly rates and multipliers as enumerated in Paragraph 11.2.1, with a not-to-exceed fee of \$3,500.00.**

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of **One and one tenth** (**1.1**) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **one and one-half** (**1.5**) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **twelve** (**12**) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **thirty** days from the date of the Architect's invoice. Amounts unpaid **sixty** days after invoice date shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement)

12.1 Services do not include asbestos testing, or the design of asbestos abatement project.

12.2 MEDIATION:

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

12.3 LIMITATION OF LIABILITY:

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$50,000.00, or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

This Agreement entered into as of the day and year first written above.

OWNER CITY OF PEKIN

(Signature)

(Printed name and title)

ARCHITECT JOST/BECKER/JOST-ARCHITECTS



(Signature)

Darrell D. Becker - Owner/Architect

(Printed name and title)

JOST / BECKER / JOST — ARCHITECTS

349 S. FOURTH STREET
PEKIN, ILLINOIS 61554
AREA CODE (309) 347-3859
FAX (309) 347-6342

May 25, 2010

CITY OF PEKIN
111 South Capitol Street
Pekin, Illinois 61554

Attention: Mr. Joe Wuellner

RE: A/E Proposal
For A New Three Bay
Vehicle Service Building
At The City Service Center
1130 Koch Street

Dear Joe:

Enclosed herewith are two (2) copies of the AIA Abbreviated Form of Agreement Between Owner and Architect for the captioned project. This Agreement covers A/E Services for the project as we discussed at our on-site meeting on May 18, 2010, and our telephone conversation on May 19, 2010. My understanding of the requested services are as follows:

I. DESCRIPTION OF BASIC ARCHITECTURAL/ENGINEERING SERVICES.

A. Preliminary Design Phase:

1. Meet with Owner's representative to discuss requirements of the Project.
2. Site visits to confirm existing conditions.
3. From information received at the above meeting and site visits, Architect shall prepare a Floor Plan and Building Elevation Drawing. Drawing shall be submitted for the Owner's review and comment.
4. Architect shall meet with Owner's representative to discuss required revisions.
5. Architect shall revise Drawing and resubmit for Owner's approval. Any additional revisions shall be Additional Services.

B. Construction Documents and Bidding Phase:

1. Based on approved Preliminary Design Drawings, Architect/Engineer shall prepare Drawings and Specifications for approval by the Owner, setting forth in detail the requirements for the construction of the Project. Documents shall include the following:
 - a. Site improvement work adjacent to new building.
 - b. General Construction work for the construction of an approximate 60 ft. by 60 ft., three bay, pre-engineered wood framed building for vehicle servicing.
 - c. Plumbing construction drawings and specifications for a rest room, air compressor system, domestic water, sanitary and oil/water separator systems.
 - d. HVAC construction drawings and specifications for a heating system, ventilating system and vehicle exhaust system.
 - e. Electrical construction drawings and specifications for a lighting and power system.
 - f. Topographic survey locating above ground items, edges of buildings, boundaries of concrete or bituminous areas, and other site features in the approximately 220' x 150' area.

Services not included are as follows:

- a. Work in Owner's existing buildings.
- b. Sprinkler system design.
- c. Intrusion alarm design.
- d. Telephone or computer system design.

These services can be provided as Additional Services if directed by Owner.

2. Architect shall submit documents to the Owner for review and comment.
3. From the Owner's review comments, revise documents as required. Any later revisions will be Additional Services.
4. Architect, following the Owner's approval of the Construction Documents, shall provide the Owner with thirty (30) sets of Construction Documents for his use in obtaining Bids for the work.
5. A/E shall respond to Bidders questions during the Bidding Phase and provide the Owner with any required addendum items for his use in issuing an Addendum to Bidders.

C. Construction Phase:

1. Architect to be a representative of the Owner, and consult with the Owner during Construction.
2. Architect/Engineer shall visit site at intervals appropriate to the state of construction to become generally familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in accordance with the Contract Documents.
3. Architect/Engineer shall review Contractors submittals, such as Shop Drawings, Product Data and Samples.
4. Architect shall prepare Change Orders and Construction Change Directives, and review Contractors proposals.
5. Architect/Engineer shall inspect work at the time of Substantial Completion, and prepare list of work items that need to be completed or corrected by the Contractor.
6. Architect/Engineer shall inspect work when notified by Contractor that work is complete to verify completion.

CITY OF PEKIN
May 25, 2010
Page Four

D. Additional Services:

1. Description of Services: Additional Services are Services not listed for the Phases enumerated above. These Services shall only be performed when directed by the Owner.
2. Compensation shall be based on hourly rates and multipliers.

I wish to thank you for the opportunity to submit this Proposal. If it meets with your approval, please have both copies signed, retain one copy for your files, and return the remaining copy to this office.

Please contact me if you have any questions.

Yours very truly,

JOST/BECKER/JOST-ARCHITECTS

By 
Darrell D. Becker

DDB/cam
Enclosures



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Amend City Policy #4 – Backwater Valve Program

AGENDA DATE REQUESTED: June 14, 2010

ACTION REQUESTED: Approve the second amendment to the City Backwater Valve Program that increases the amount allowed for reimbursement from the city to have a backwater valve installed.

BACKGROUND: In September 1993 the City Council approved a method to reimburse homeowners financially with the installation of a backwater valve. The policy was first officially established in January 1999 and modified the first time in July 2004 to include non-residential properties.

Since the program was implemented the cost for a backwater valve has increased. This amendment will raise the maximum reimbursement allowed to \$750.00. I recommend that this amendment be approved.

FINANCIAL IMPACT: At 10 per year, this will impact the sewer fund \$1,500

NEIGHBORHOOD CONCERNS: Provides for higher reimbursement to have a backwater valve installed to protect from water backing up into the residence.

IMPACT IF APPROVED: Will allow more people to have a valve installed without having to bear the higher costs.

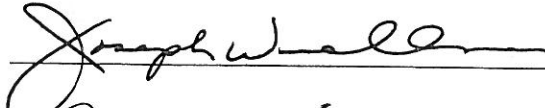
IMPACT IF DENIED: Residents who cannot bear the higher cost of the installation will probably not get a valve installed leaving their property subject to flooding during a heavy rain event.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation – High Quality of Life

REQUIRED SIGNATURES

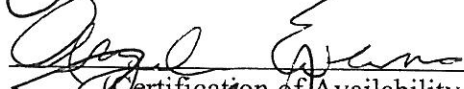
Department Director



6/8/10

Date

Finance Department

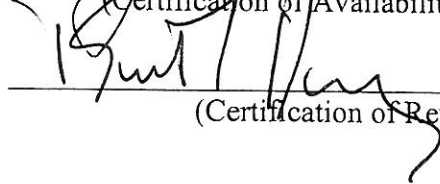


(Certification of Availability of Funds)

6-8-10

Date

Corporation Counsel



(Certification of Review)

6-9-10

Date

City Manager

Date



City of Pekin

CITY OF PEKIN POLICY NO. 4R

City of Pekin Sanitary Backwater Valve Program Policy

HUD/CDBG Eligible Home Owners:

Pekin homeowners electing to take advantage of the HUD/CDBG Backwater Program should refer to the brochure provided by the HUD/CDBG office to see required qualifications.

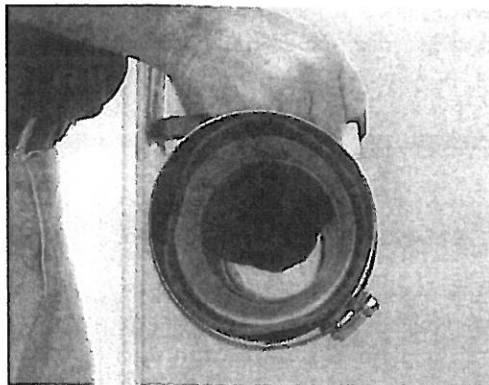
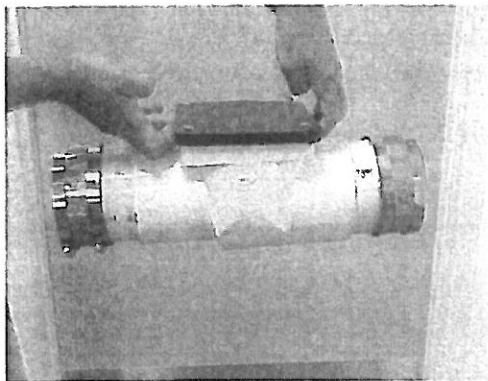
Non-HUD/CDBG Eligible Home Owners and Non-Residential:

Pekin homeowners electing to participate in the backwater valve program will be required to submit the necessary documentation to the Inspections Department in order to prove home ownership. A permit fee of \$18.00 will be charged to the resident to install the backflow valve. Work must be performed by a licensed plumber and must be approved by the City's plumbing inspector. If the inspector feels that the bill submitted is reasonable based upon the work performed, homeowners will receive 50% of the total cost, not to exceed \$750.00. This reimbursement policy is available only once per owner/occupant of the residence. Non-Residential customers will be handled similarly.

Purpose

In September 1993 the City Council authorized an informal policy in which the City would assist Pekin home owners financially with the installation of a backwater valve. The program was established in order to respond to basement flooding complaints due to the unusually wet summer and fall seasons that year. The following policy statement has been derived from a discussion at the City Council meeting held on December 14, 1998 and a memo from the Planning & Development Department, dated December 10, 1998. As part of the City Council's discussion, the affected City departments will continue to work toward alleviating significant drainage problems in the community due to unforeseen blockages or severe weather conditions in the sewer lines. This Policy was modified on June 14th to increase maximum amount to be reimbursed as well as clarification of one reimbursement per owner/occupant for the residence.

Adopted this 11th day of January, 1999 and Modified; July 26, 2004 and June 14, 2010.





City of Pekin

CITY OF PEKIN POLICY NO. 4R

City of Pekin Sanitary Backwater Valve Program Policy

*first
amended*

HUD/CDBG Eligible Home Owners:

Pekin homeowners will be reimbursed with CDBG funds if their gross household income does not exceed the current year's HUD income limits for the Peoria-Pekin Metropolitan Statistical Area. Those residents will be required to submit the necessary documentation to the Department of Planning & Development in order to determine CDBG income eligibility and proof of home ownership. A permit is required, but the \$18.00 fee will be waived. Work performed must be approved by the City's plumbing inspector. The inspector will review the bill submitted by the licensed plumber, determine if the charge is reasonable based upon the work performed and if so, low/moderate income home owners may receive reimbursement for 100% of the total cost, not to exceed \$1,200.00.

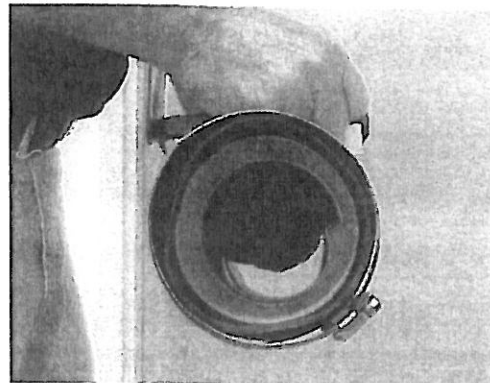
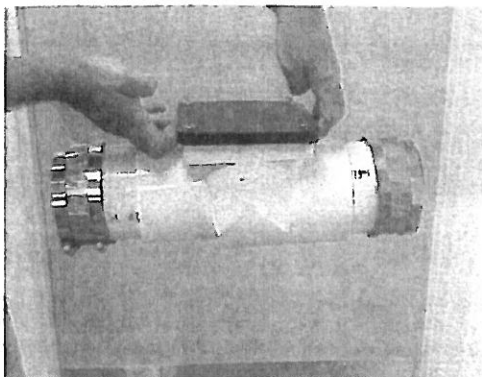
Non-HUD/CDBG Eligible Home Owners and Non-Residential:

Pekin homeowners will be reimbursed with Sewer funds if their gross household income exceeds the current year's HUD income links for the Peoria-Pekin Metropolitan Statistical Area. Those residents will be required to submit the necessary documentation to the Inspections Department in order to prove home ownership. A permit fee of \$9.00 (half of the required \$18.00 permit fee) will be charged to the resident to install the backflow valve. Work performed by a licensed plumber must be approved by the City's plumbing inspector. If the inspector feels that the bill submitted is reasonable based upon the work performed, non-low/moderate income homeowners may receive 50% of the total cost, not to exceed \$600.00. This reimbursement policy is available only once per owner occupant of said household. Non-Residential customers will be handled similarly.

Purpose

In September 1993 the City Council authorized an informal policy in which the City would assist Pekin home owners financially with the installation of a backwater valve. The program was established in order to respond to basement flooding complaints due to the unusually wet summer and fall seasons that year. The following policy statement has been derived from a discussion at the City Council meeting held on December 14, 1998 and a memo from the Planning & Development Department, dated December 10, 1998. As part of the City Council's discussion, the affected City departments will continue to work toward alleviating significant drainage problems in the community due to unforeseen blockages or severe weather conditions in the sewer lines. This Policy was modified on July 26th to include non-residential users as well as clarification of one reimbursement per owner occupant.

Adopted this 11th day of January, 1999 and Modified the 26th day of July, 2004. *





City of Pekin

CITY OF PEKIN POLICY NO. 4

City of Pekin Sanitary Backflow Valve Program Policy

*adopted
original*

HUD/CDBG Eligible Home Owners:

Pekin homeowners will be reimbursed with CDBG funds if their gross household income does not exceed the current year's HUD income limits for the Peoria-Pekin Metropolitan Statistical Area. Those residents will be required to submit the necessary documentation to the Department of Planning & Development in order to determine CDBG income eligibility and proof of home ownership. A permit is required, but the \$18.00 fee will be waived. Work performed must be approved by the City's plumbing inspector. The inspector will review the bill submitted by the licensed plumber, determine if the charge is reasonable based upon the work performed and if so, low/moderate income home owners may receive reimbursement for 100% of the total cost, not to exceed \$1,200.00.

Non-HUD/CDBG Eligible Home Owners:

Pekin homeowners will be reimbursed with Sewer funds if their gross household income exceeds the current year's HUD income links for the Peoria-Pekin Metropolitan Statistical Area. Those residents will be required to submit the necessary documentation to the Planning & Development Department in order to prove home ownership. A permit fee of \$9.00 (half of the required \$18.00 permit fee) will be charged to the resident to install the backflow valve. Work performed by a licensed plumber must be approved by the City's plumbing inspector. If the inspector feels that the bill submitted is reasonable based upon the work performed, non-low/moderate income homeowners may receive 50% of the total cost, not to exceed \$600.00.

Note: The City of Pekin, Policy No. 4 addresses owner-occupied homes only. Installation of backflow valves for commercial, industrial or rental properties has not been addressed in this policy statement.

Purpose

In September 1993 the City Council authorized an informal policy in which the City would assist Pekin homeowners financially with the installation of a backflow valve. The program was established in order to respond to basement flooding complaints due to the unusually wet summer and fall seasons that year. The following policy statement has been derived from a discussion at the City Council meeting held on December 14, 1998 and a memo from the Planning & Development Department, dated December 10, 1998 (attached for your reference). As part of the City Council's discussion, the affected City departments will continue to work toward alleviating significant drainage problems in the community due to under capacitated or blocked sewer lines.

Adopted this 11th day of January, 1999. *

