



City of Pekin

AGENDA

SPECIAL COUNCIL MEETING OF MAY 15, 2006
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL
Clerk to Call the Roll

IV. APPROVAL OF AGENDA
ACTION: Motion to approve the meeting agenda

VOTE REQUIRED

V. COMMUNICATIONS, PETITIONS, REPORTS

- 1. Intergovernmental Agreement with the Pekin Park District for Koch Street Recreational Areas**
DESCRIPTION: Discussion of Agreement for the sale of property in Riverway Business Park Extension

ACTION: Discussion only

PRESENTATION: City Manager Dennis Kief and Corporation Counsel Burt Dancey

NO VOTE TO BE TAKEN

VI. NEW BUSINESS

- 1. Conceptual Plan**
DESCRIPTION: Final Consideration of the Conceptual Plan as presented in draft form

ACTION: Motion to approve the City of Pekin Conceptual Plan

PRESENTATION: Mayor Mackaman

VOTE REQUIRED

VII. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council members

Staff

Public Questions

Press Time

VIII. EXECUTIVE SESSION

Personnel – Employment of a Specific Employee of the Public Body 5 ILCS 120/2 (c) 1.

***ACTION:** Motion to move to executive session for the purpose of discussing personnel.*

VOTE REQUIRED

IX. ADJOURNMENT

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

NO VOTE REQUIRED

**NOTICE – Commissioner William Maddox will be attending the special meeting
of May 25, 2006 at 5:30 p.m. by
Provisions of the City Code for Electronic Attendance**

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement made this _____ day of _____, 2006 entered into by and between the City of Pekin, an Illinois Municipal Corporation (hereinafter referred to as “City”) and the Pekin Park District, Tazewell and Peoria Counties, an Illinois park district (hereinafter referred to as “Park District”).

Whereas, the City and the Park District, for mutual consideration, hereinafter set forth, agree to the sale of property by the City to the Park District, and to the establishment of developmental assurances, long term restrictions and obligations, surviving closing, and cooperation in the future with respect to the property proposed to be sold, all as more fully described in this Agreement; and

Whereas, Pekin Park District has expressed its intent to develop a community park and athletic complex upon the property hereafter described as Exhibit “A”, and to be purchased by the Park District from the City; and

Whereas, Herget Bank, N.A., as trustee, holds a binding directive to accept title from the City of Pekin to property, as shown on attached Exhibit “B”, in a land trust 100% controlled by trustees of a local charitable foundation, for the purpose of holding title for further conveyance, to another local charitable organization, to be used primarily for local youth and activities, or, in default thereof, upon the Park District completing development of the property as shown in Exhibit “A” by December 31, 2015, whichever first occurs, the property will be conveyed to the Park District.

Whereas, the City has Home Rule authority and powers, pursuant to the Illinois Municipal Code; and

Whereas, Illinois Statutes provide for governmental in-cooperation (5 ILCS 220/1-220/8);
and

Whereas, specific authority for the transfer of property between governmental units is set forth in 50 ILCS, 605/1.

Now, Therefore, in consideration of the mutual agreements contained in this Agreement, the City and Park District agree as follows:

1. **CITY'S OBLIGATIONS.**

A. On or before June 15, 2006 upon receipt of Five Hundred Seventy-Four Thousand Dollars (\$574,000) City shall convey by Corporate Warranty Deed to Park District seventy-nine (79) acres of property, identified as Tract A, and more fully described in Exhibit "A" attached hereto; and shall convey by Corporate Warranty Deed to Herget Bank, N.A., as trustee under the aforementioned land trust, three (3) acres of property, as more fully described on Exhibit "B" attached hereto and incorporated herein by this reference. Conveyance shall be by a recordable Corporate Warranty Deed, with a title policy issued and insured by a reputable Guarantee Title Company; subject only to exceptions permitted herein, at the closing of this transaction upon the Park District's compliance with the terms of this Agreement. The City shall retain the remaining seventy-eight (78) acres of property (less the additional Right-Of-Ways on 5th Street and Koch Street and the Canadian National Railroad property) as identified as Tract C.

B. City of Pekin shall share in the costs of survey and preparation of legal description the property to be identified as Tract A and Tract B, as shown on Exhibits "A" and "B", of and shall share in the costs of Guarantee Title Insurance Policies for Tract A and Tract B, and shall be responsible for one-half of the said costs for preparation of survey, legal description, and Guarantee

Title Insurance Policies. Survey shall locate R.O.W., easements, restrictions and covenants or any impairments to Fee Simple Title.

Once prepared, the surveys of Tracts A, B and C shall be attached as further exhibit to this agreement, as Exhibit “G”. Any costs for survey and plat preparation, recording, or other expenses related thereto shall be shared equally, one-half by the City and one-half by the Park District.

C. Subject to the completion of all necessary and applicable City requirements, including but not limited to, applications, hearings, and zoning and City Council approval, Tract A shall be rezoned (if necessary) from its current zoning classification to AG (park zoning). In the event that changes are made to the AG zoning classifications, the City will take the necessary steps, within applicable City procedures and requirements, to exempt this property from any changes that would adversely affect the current and future use of this property for its intended purposes.

D. Subject to the completion of all necessary and applicable City requirements, including but not limited to, applications, hearings, and zoning and City Council approval, Tract B shall be rezoned from its current zoning classification to AG (park zoning), permitting the construction of a building for recreational purposes, including offices, and appurtenances thereto suitable for youth and recreation activities for a local charitable organization. In the event that changes are made to the AG zoning classification, the City will take the necessary steps within applicable City procedures and regulations, to exempt this property from any changes that would adversely affect the current and future use of this property for its intended purposes.

E. Consistent with applicable City rules, regulations and requirements, City agrees to approve a curb cut access to Koch Street, opposite Capitol Street, and also to approve curb cut access to Fifth Street, opposite Deerfield Drive, for Tract A, at the locations identified in Exhibit “D” attached hereto and incorporated herein by this reference.

F. Consistent with applicable City rules, regulations and requirements, City agrees to approve a curb cut access to Koch Street, opposite Bacon Street, and curb cut access to Fifth Street, at least 200 feet south of the south curblane of Koch Street, for Tract B, at the locations identified in Exhibit “D” attached hereto and incorporated herein by this reference.

G. Consistent with applicable City rules, regulations and requirements, City agrees to the future installation and operation of lighting for night use, no later than 11:00 P.M., absent specifically designated event approval by the City Council, in the future, for up to six (6) baseball/softball diamonds at the approximate locations identified in Exhibit “E” attached hereto and incorporated herein by this reference. All such lighting shall comply and be consistent with existing City Building and Electrical Code requirements, Zoning requirements and approval procedures. Approved ball diamond lighting configuration and specification shall be similar in design to Exhibit “F” attached hereto and incorporated herein by this reference.

H. Parking lot lighting consistent with applicable rules, regulations and requirements of the City, shall be allowed, as preliminarily located on Exhibit “E”.

I. City agrees to take all necessary steps to prevent and restrict any license to serve alcohol from premises within 500 feet of Tract A or Tract B.

J. The City shall grant any necessary utility easements, over its property, as long as the proposed location of the necessary utility easement is consistent with City planning and development, and not detrimental to future development within the City. Costs of such shall be borne by the Park, which agrees to return any easement property to its original condition.

K. The City shall grant the Park access to the well that exists on Tract C. The water well shall be located on the survey of Tract C. The 2 parties shall share in the cost of operating and maintaining said well based on water usage. The Park District and the City

shall have unlimited water rights from this well. Well water used for irrigation purposes shall be exempt from any and all wastewater charges and other similar fees. The owner of Parcel B and its successor shall also have unlimited water rights from this well, and shall share in the cost in operating said well based on water usage.

L. The City shall pay any real estate taxes up to the date of the closing.

2. PEKIN PARK DISTRICT OBLIGATIONS.

A. On or before June 15, 2006 Park District agrees to pay City the sum of Five Hundred Fifty-three Thousand Dollars (\$553,000) for the purchase of Tract A, and further agrees to act as a nominee for the transfer of the sum of Twenty-one Thousand Dollars (\$21,000) to the City for the conveyance of Tract B, directly to the Herget Bank, N.A., as trustee, holding a binding directive to accept title from the City, into a land trust 100% controlled by the trustees of a local charitable foundation, to be donated only to another local charitable organization to be used for charitable and youth activities, and in default thereof, on December 31, 2015 to the Pekin Park District for its youth activities.

As to Tract A, the Park shall accept title conditioned on its agreement that the property shall be used for park purposes in the future, and no sale, transfer, or other conveyance shall be made by the Park, absent express written agreement from the City of Pekin. This restriction and condition upon use is expressly intended to survive the closing and transfer of the property, and shall be enforceable in perpetuity, pursuant to the terms of this agreement.

B. Park District shall share in the costs of survey and preparation of legal description of the property to be identified as Tract A and Tract B, as shown on Exhibits “A” and “B”, and shall share in costs of Guarantee Title Insurance Policies for Tract A and Tract B, and shall be responsible

for one-half of the said costs for preparation of survey, legal description, and Guarantee Title Insurance Policies. Survey shall locate R.O.W., easements, or any impairments to Fee Simple Title.

Once prepared, the surveys of Tracts A and B shall be attached as further exhibit to this agreement, known as Exhibit "C". Any costs for survey and plat preparation, recording, or other expenses related thereto shall be shared equally, one-half by the City and one-half by the Park District. Park District agrees to share equally one-half by the City and one-half by Park District any costs for survey, and plat preparations, recording, or other expenses related thereto for Parcel C.

C. In addition to the restrictions on use contained in Paragraph A above, in the event of sale or transfer by the Park, pursuant to consent by the City, the Park agrees to grant to the City a right of first refusal with respect to any sale or transfer of Tract A in the future.

D. Park District hereby agrees and waives all objections it might have now, or in the future, to any development or developmental projects, in the adjacent expanded Riverway Business Park, including but not limited to the industrial operations there, consistent with the applicable zoning classifications of the City and the adjacent Riverway Business Park.

E. The Park District further agrees to waive any and all objections it may have, now and in the future, to the establishment by the City of any incentive program for economic development under Illinois Statutes, including but not limited to Tax Increment Financing Districts, Enterprise Zones, extensions of the same, or other special districts within the boundaries of Riverway Business Park and any extensions thereto.

F. The Park District shall grant to the City, over its property, any necessary utility easements for the benefit of public and private land, as long as the location of said utility easement is not substantially detrimental to the development of the park. The installation of a high pressure natural gas line or similar utility will be considered detrimental to the development of the park.

Costs of such shall be borne by the City, which agrees to return any easement property to its original condition.

G. The Park District hereby waives any objections it has, now and in the future, to the granting, consistent with City rules, regulations and requirements, of a license for the serving of alcohol within Riverway Business Park, or any expansion thereof that is beyond 500 feet of either Tract A or B.

H. The Park District shall comply fully with all City requirements for Stormwater Retention for any parking lot runoff.

I. The Park District shall extend the walking trail from Parcel A to the corner of the Fifth Street and Koch Street intersection using City R.O.W. for such purpose. City agrees to grant to the Park District the necessary easements for such purpose. Construction of this walking trail extension shall take place at the time the Park District develops Parcel A.

J. The Park District, in the event it desires additional lighting, other than that designated in Paragraph 1G and Paragraph 1H above, shall make necessary application for said additional lighting, consistent with applicable City rules, regulations, and requirements.

K. All parking lots within the park shall be paved within one year of construction, with a hard surface as required by City regulations and approved by the Public Works Department of the City of Pekin.

3. Park District and City agree that the farm lease agreement for the 160 acre (Tracts A, B, and C) property, currently in existence with Mr. Hoeft, for the farming of the property shall continue until development begins, or until the Park District and/or the occupant of Parcel B notifies the City in writing of its intention to begin site work, or other preliminary work. Notice to terminate occupancy shall be signed by both parties and served upon Mr. Hoeft or his successor no later than

October 15 of the year before work can begin on March 1 of the following year. The parties shall split 50/50 the landlord's cash rent from the said lease effective March 1, 2006. The Park District shall be included and identified as a "Landlord" in the March 1, 2007 Farm Lease Agreement, and any other future farm Lease Agreements.

4. Enforcement. In addition to the City and Park District, the enforcement of the Agreement shall run with the land to the owners of Parcel A and B, whether of record or beneficial, who may enforce the provisions hereof by any remedy whether legal or equitable.

5. Remedial action. If any party to this agreement fails to take the necessary action as agreed upon, the other party may, after reasonable and specific notice, undertake and complete the obligations in a reasonable and timely manner, and the obligated party, failing to meet its obligations, shall reimburse the other party for said costs and expenses.

6. In the event of any litigation arising out of this Agreement, including obligations surviving closing and transfer of the property, the prevailing party in such litigation shall be entitled to its reasonable costs and its reasonable attorney's fees.

7. Effective Date.

This Agreement shall be effective upon the date first set forth herein.

8. Governing Law.

This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed and attached herewith are copies of the Resolution authorizing the signing official to execute this Agreement.

CITY OF PEKIN, ILLINOIS, an

PEKIN PARK DISTRICT, a unit of

Illinois municipal corporation

Local Government organized and
existing under the Laws of the State of
Illinois

By: _____

Its: _____

By: _____

Its: _____

Attest: By _____

Its: _____

Attest: By _____

Its: _____

LIST OF EXHIBITS TO INTERGOVERNMENTAL AGREEMENT

Exhibit A – Legal description of (79) acre tract to be conveyed to Pekin Park District.
Identified in Agreement as Tract A.

Exhibit B – Legal description of (3) acre tract to be conveyed to Herget Bank. N.A., Trustee.
Identified in Agreement as Tract B.

Exhibit C – Survey of Tract A and Tract B.

Exhibit D – Location of (2) curb cut accesses for Tract A and (2) curb cuts accesses for Tract B.

Exhibit E – Approximate locations of (6) baseball/softball diamonds with lights for night Usage, and parking lots with lights.

Exhibit F – Approved ball diamond lighting configuration and specifications based on “typical” diamond lighting plan.

Exhibit G – Survey of Business Park and Park Property. Tract A, Tract B, and Tract C.

EXHIBIT E

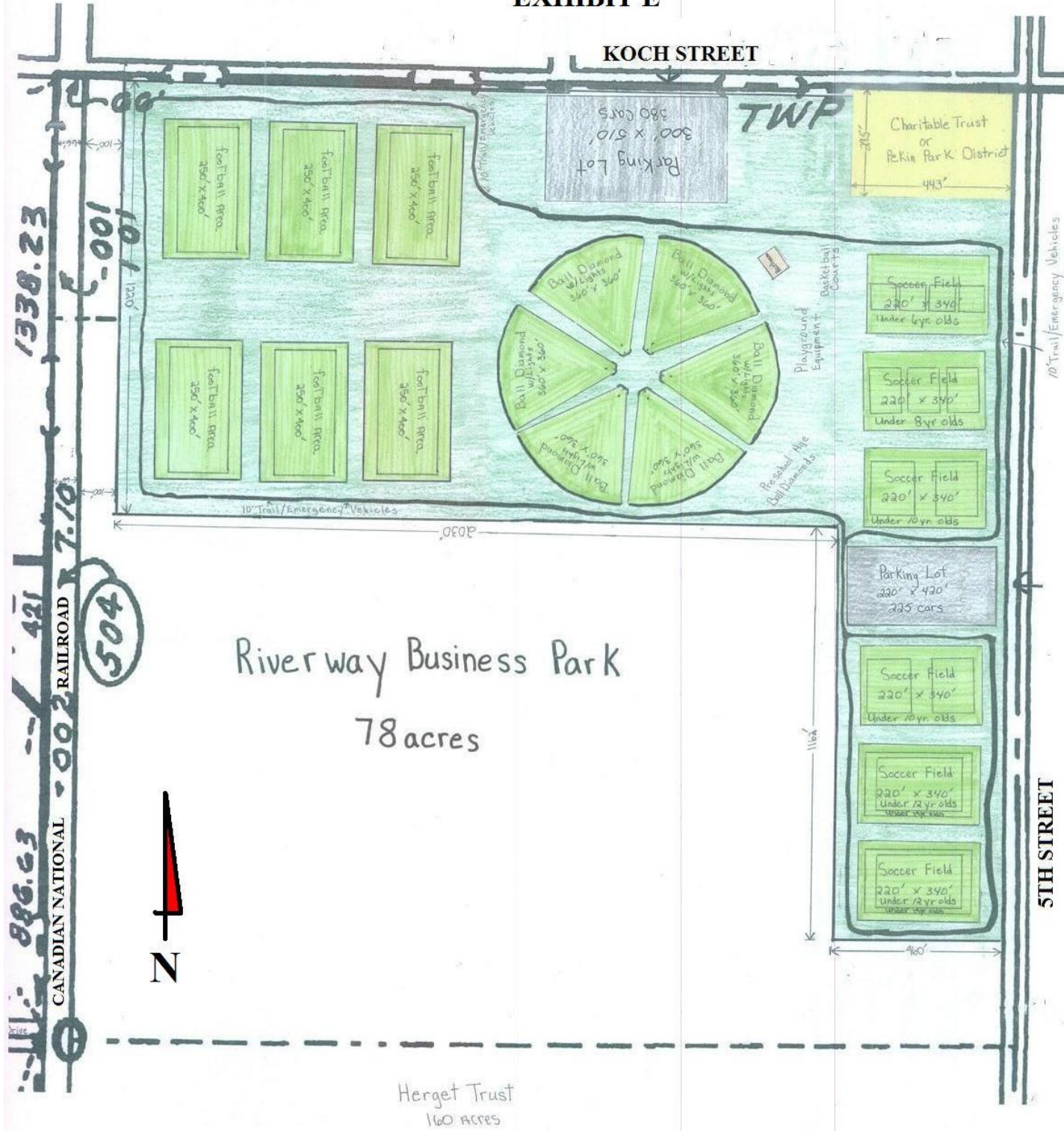
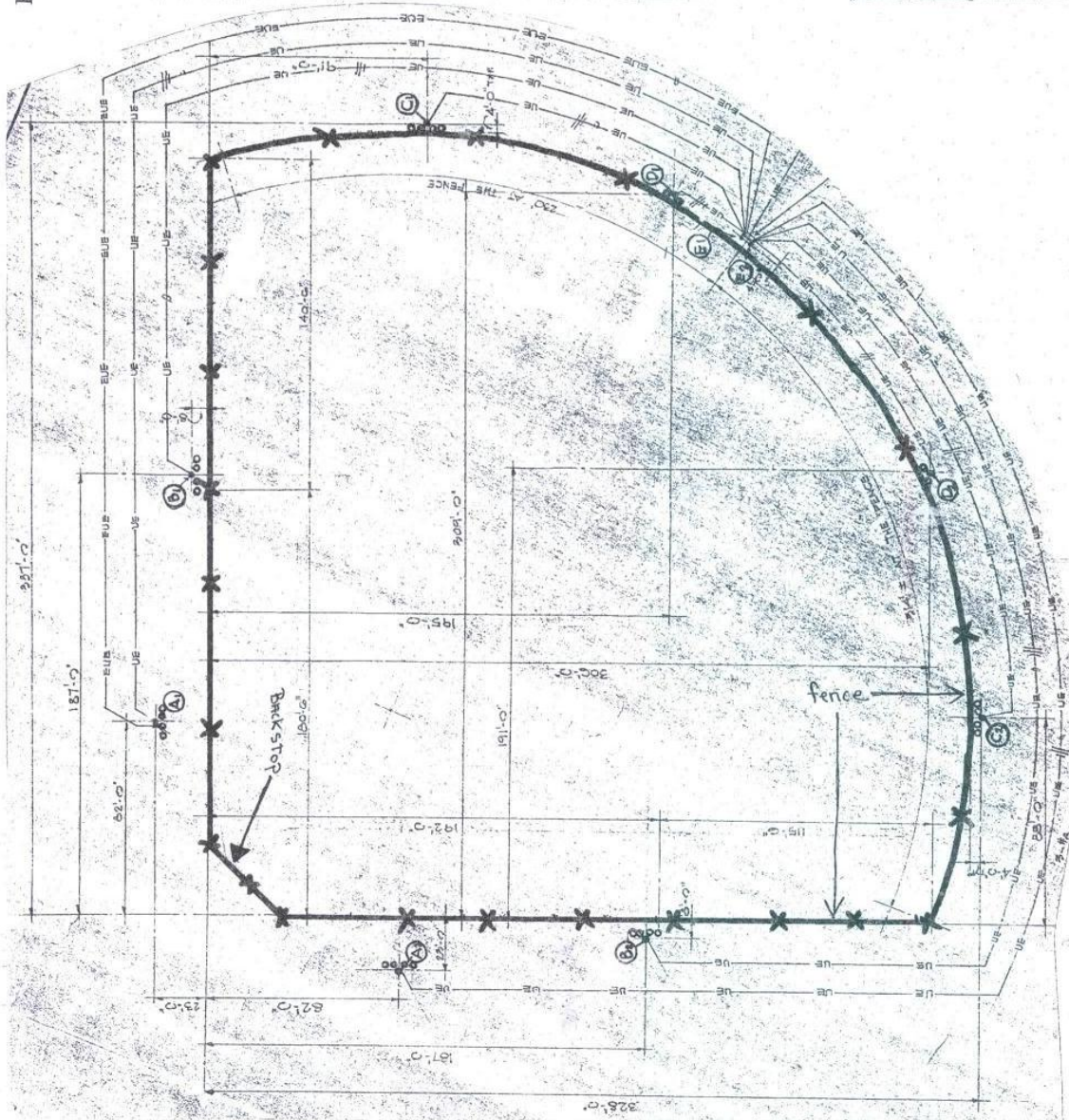


Exhibit — Approved ball diamond lighting configuration and specifications based on “typical diamond lighting”



SCHEDULE OF PRESSURES - TREATING WARD FOLLOWS					
POLE	OVERALL LENGTH	RURAL	RAILROAD	GROUND	NUMBER OF ADJUSTMENTS EACH MONTH
(A)	60'-0"	0'-0"	70'-0"	16 ft/min	4
(A)	80'-0"	10'-0"	70'-0"	16 ft/min	4
(B)	80'-0"	10'-0"	70'-0"	16 ft/min	4
(B)	60'-0"	10'-0"	70'-0"	16 ft/min	4
(C)	80'-0"	10'-0"	70'-0"	16 ft/min	4
(C)	80'-0"	10'-0"	70'-0"	16 ft/min	4
(D)	80'-0"	10'-0"	70'-0"	16 ft/min	2
(D)	80'-0"	10'-0"	70'-0"	16 ft/min	2
(E)	14'-0"	0'-0"	0'-0"	14 ft/min	1
(E)	14'-0"	0'-0"	0'-0"	14 ft/min	1

NOTE: THE LIGHTING DESIGN SHALL GUARANTEE 30 FOOT CANDLES ON THE INFIELD AND 20 FOOT CANDLES ON THE OUTFIELD.

SCHEDULE OF LIGHT FIXTURES :-

2 - MVR 1500/HBO/E
4 - MVR 1500/HBO/E

MOUNTING