City of Pekin

REGULAR COUNCIL MEETING MONDAY, MAY 14, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie L. Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 APPROVAL OF MINUTES ***ACTION:*** *Motion to approve minutes of the Regular Council Meeting of April 23, 2012.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Building and Inspections Reports for March		5
7.2 Resolution No. 38-12/13 – Adoption of the Annual Appointment Resolution.		5
7.3 Proclamations: "Nursing Home Week" Week of May 6, 2012 " Public Works Week" May 20-26, 2012 " National Curves Day" May 17, 2012		5
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Peoria Area Convention and Visitors Bureau Presentation	LM	1

9.0 EXECUTIVE SESSION **65 ILCS 120/2 (c) (2)** Collective Bargaining		
10.0 NEW BUSINESS		
10.1 Teamsters Agreement Local No.627 **DESCRIPTION:** Terms and Condition of Articles of Agreement as discussed in previous executive session. **ACTION:** Motion to approve.		
10.2 PACVB Marketing Campaign **DESCRIPTION:** Tourism recommendation for funding of the Peoria Area Convention and Visitors Bureau for support in the partnership the PACVB plays to promote, sell, and advocate usage, in attracting visitors to the area. **ACTION:** Motion to approve $7,500 from Tourism budget.	LM	4
10.3 Municipal Estimate of Maintenance Costs May 1, 2012-April 30, 2013 Sec 12-00000-00-GM **DESCRIPTION:** Costs of general maintenance of operations of the Street Department, lighting, snow removal, signals, signs, street repair, etc. totaling $427,000.00. Expenditure provided in Motor Fuel Tax Budget. **ACTION:** Motion to approve costs estimates to be submitted to IDOT. **VOTE REQUIRED**	MG	3
10.4 Resolution No. 39-12/13 – Illinois Department of Transportation for Maintenance of Streets and Highway **DESCRIPTION:** Request to appropriate $427,000.00 of Motor Fuel Tax funds for Annual Municipal Maintenance Costs. **ACTION:** Motion to approve the resolution. **VOTE REQUIRED**	MG	3
10.5 Ordinance No. 1568-A189-12/13 – Zoning of Certain Property **DESCRIPTION:** Recommendation of the Planning Commission to rezone the property to I-2 storage of bulk liquid for 830 Brenkman Drive. Recommendation was received by Council at the meeting of December 12, 2011. **ACTION:** Motion to adopt the Ordinance. **VOTE REQUIRED**	DG	5
10. 6 Ordinance No. 2659-12/13 – Accepting a Contract for the Sale of Real Estate Authorizing the Sale of Municipally Owned Real Property Within the City of Pekin **DESCRIPTION:** Sale of 830 Brenkman Pekin Edgewater Section #4 to Smith Family Partnership, LLC for the sum of $400,000.00.	DG	5

ACTION: Motion to adopt the Ordinance. **VOTE REQUIRED**		
10.7 Ordinance No. 2660-12/13 – Accepting a Contract for Sale of Real Estate Authorizing the Sale of Municipally Owned Real Property Within the City of Pekin **DESCRIPTION:** Sale of 301-321 Court Street Lots 14, 15, and 16 and west portion of Lot 13 in Block 47 of Original Town of surplus property to Dallas and Karie Pettingill for the sum of $16,910.00. **ACTION:** Motion to adopt the Ordinance. **VOTE REQUIRED**	DG	5
11.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **10.1** Council Members **10.2** Staff **10.3** Five Minute Public Questions **10.4** Press Time		
12.0 EXECUTIVE SESSION		
13.0 ADJOURN **NO VOTE REQUIRED**		

Column 1 Key:

MG City Engineer Mike Guerra
DG Asst City Manager Darin Girdler
JW City Manager Joseph Wuellner
LM Tourism/ Economic Development Coordinator Leigh Ann Matthews

Column 2 Key:

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

NEXT REGULAR MEETING OF COUNCIL MOVED TO
Tuesday, May 29, 2012

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, APRIL 23, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, SCHMIDGALL, HENDRICKS, MASSAGLIA, MCCABE, AND BARRA

ABSENT: NONE

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

Mayor Barra requested a Moment of Silence in memory of U.S. Army Sgt. Dean Shaffer who died in Afghanistan on April 19, 2012. His body would be returned to Pekin fro funeral procession.

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

AGENDA

Motion by Council Member Abel, seconded by Council Member Hendricks that **the agenda be approved as presented**. On roll call vote, Ayes, Blanchard, Abel, McCabe, Hendricks, Massaglia, Barra; Nay, Schmidgall. Motion Carried.

MINUTES

Motion by Council Member Abel, seconded by Council Member Massaglia, that the **minutes of the Regular City Council Meeting of April 9, 2012, be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT

Jim Mangan, 1200 Parkway Drive, addressed Council in regards to having the Teamster Agreement on the agenda. He urged the Council not to vote on an item before the taxpayers knew the details of the action that would take place. He indicated his support of fair salary compensation but not excess pay to union employees that the taxpayers can't afford.

Garnet Meischner, 1401 Janssen, in reference to a proclamation – Stand Against Racism, questioned why racism is brought up. He felt the topic was better left alone.

CONSENT AGENDA

Motion by Council Member Hendricks, seconded by Council Member Blanchard, that the **CONSENT AGENDA be approved as presented.** Mayor Barra noted the contents of the "Stand Against Racism" proclamation and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Police Department March Report.
7.2 Receive and File Proclamations: National Youth Week May 7-12, 2012 Stand Against Racism April 27, 2012
7.3 Receive and File Pekin Zoning Board of Appeals Minutes April 11, 2012
7.4 Resolution No. 37-11/12 – Appointment of Roger Goodson to the Human Rights Committee to fill the unexpired term of Kristie Peterson until May 2014.

On roll call vote all present voted Aye.

EXECUTIVE SESSION

Motion by Council Member Hendricks, seconded by Council Member Blanchard that the Council move to Executive Session at 5:40 p.m. to discuss 65 ILCS 120/2 (c) (2) Collective Bargaining. On roll call vote, Ayes, Blanchard, Abel, McCabe, Hendricks, Massaglia, Barra; Nay, Schmidgall. Motion Carried.

Council returned to open session at 7:00 p.m. Roll was called and all Council Members were physically present.

NEW BUSINESS
Motion by Council Member Massaglia, seconded by Council Member Schmidgall that the agenda be amended and remove item 9.1 Teamster Agreement Local No. 627. On roll call vote all present voted Aye.

ORDINANCE NO. 2657-11/12
AN ORDINANCE APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS.

Motion by Council Member Massaglia, seconded by Council Member Blanchard that Ordinance No. 2657-11/12 be adopted. Economic Development Director Pamela Anderson informed the Council that the ordinance authorized an agreement to issue Mortgage Credit Certificates to provide the Assist Program. The bond issue ordinance was adopted at the March 12, 2012 Council meeting. On roll call vote all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member McCabe that the **ENGINEERING AGREEMENT WITH MIDWEST ENGINEERING ASSOCIATES, INC. for the Storm Water Drainage Study and Proposed Improvements in the amount of $15,750.00** be approved. City Engineer Michael Guerra addressed the scope of services for the Broadmoor Heights and Park Ridge subdivision drainage area to determine the cause of several erosion and flooding issues. He indicated the contract also provided structure for services and cost estimate for an additional study for Cambridge/Shire storm water drainage system. On roll call vote, all present voted Aye.

BOND DISCUSSION
Assistant City Manager, Darin Girdler, presented a summary of information regarding the proposed FY 2012 Bond Financing for capital items and other projects totaling $6,155,000. He recommended with interest rates at such levels and the City's favorable credit rating and financial condition that the City was in the perfect position to take advantage of the situation. Discussion followed on the proposal to allocate the proceeds from the bond issue. Additional details were discussed on replacement of several trucks, equipment, and fire apparatus projected at $2,305,000. Council was informed that the estimated $750,000 prepayment of Illinois Municipal Retirement Fund- IMRF Early Retirement Incentive Program-ERI would need to be a taxable loan issue; the added Road Extension Project of $1,100,000 would improve the economic development future of the Veteran Drive Corridor; and a separately funded $2,000,000 PEDIF would eliminate loan dependence based on reserves fund availability. Each Council member spoke in support or addressed their unfavorable concerns. Mayor Barra felt the items proposed represented core service expenditures expressed by Council.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Council Member Hendricks congratulated Fred and Sharon Altman, recipients of Eureka College Presidential Service Award. He also pledged to improve reported figures from The Illinois Policy Institute's recent study involving government transparency level of Pekin's current website.

Mayor Barra encouraged the public's attendance at the Annual AMBUCS Action on Friday, May 4 and at PCHS Dragon Pride Event on May 2 from 6:00-8:00 p.m. at the high school.

Dale Kuntz, 5 Fox Point, read a mythical bed time story he wrote to present his continued request for the community to cleanup Court Street.

Scott Jackson, 1410 Del Ray, and member of Artistic Theater, encouraged community attendance at the troop's production *Murder and Mystery*. He also spoke in support of Saving West Campus.

EXECUTIVE SESSION
Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that the Council move to Executive Session at 7:50 p.m. to discuss 65 ILCS 120/2 (c) (6) Sale of Municipally Owned Property. On roll call vote all present voted Aye.

Council returned to open session. No further business to come before the Council, motion by Council Member MaCabe, seconded by Council Member Schmidgall to adjourn. Unanimously approved by voice vote.

COUNCIL ADJOURNED AT7:8:05 P.M.

Sue E. McMillan
City Clerk

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
March '2012

	PERMITS	VALUE	FEES
BUILDING DEPT	52	$ 761,213.00	$ 3,039.00
ELECTRIC DEPT	23	$ 16,500.00	$ 857.00
HVAC DEPT	14	$ 72,520.00	$ 520.00
PLUMBING DEPT	26		$ 690.00
STORM SEWER PERMITS	0		$ .00
STORM WATER PERMITS	3		$ 60.00
SEWER PERMITS	7		$ 430.00
SEWER TAP RES	2		$ 3,200.00
SEWER TAP COMM			$ .00
DEPARTMENT TOTAL	**127**	**$ 853,233.00**	**$ 8,796.00**

TOTAL CODE ENFORCEMENT COMPLAINTS - 51

Respectfully submitted,

Ronald Sieh, Building Inspector

Mark Reeder, Electrical Inspector

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2012

MONTH	DWELLINGS 1		GARAGES 2		MULTI-FAMILY 3		COMMERCIAL 4		COMMERCIAL REMODELING 5		RESIDENTIAL REMODELING 6		MISC. 7		RESIDENTIAL DEMOLITIONS 8		COMMERCIAL DEMOLITIONS 9		BUILDING DOLLARS	BLDG PERMITS
JANUARY	2.00	$329,525							9.00	$20,678,744	5.00	$44,900	2.00	$2,600	2.00	$0	2.00	$0	$21,055,769	22.00
FEBRUARY			2.00	$29,000					6.00	$387,923	8.00	$71,225	6.00	$14,172	1.00	$0			$502,320	23.00
MARCH	2.00	$409,853							11.00	$181,220	16.00	$120,100	22.00	$50,040			1.00	$0	$761,213	52.00
APRIL																			$0	0.00
MAY																			$0	0.00
JUNE																			$0	0.00
TOTAL 6 MO.	4.00	$739,378	2.00	$0	0.00	$0	0.00	$0	26.00	$20,859,964	29.00	$165,000	30.00	$52,640	3.00	$0	3.00	$0	$21,816,982	74.00
JULY																			$0	0.00
AUGUST																			$0	0.00
SEPTEMBER																			$0	0.00
OCTOBER																			$0	0.00
NOVEMBER																			$0	0.00
DECEMBER																			$0	0.00
TOTAL 6 MO.	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	$0	0.00
YEAR	4	$739,378	2.00	$0	0.00	$0	0.00	$0	26.00	$20,859,964	29.00	$165,000	30.00	$52,640	3.00	$0	3.00	$0	$21,816,982	74.00

RESOLUTION NO. 38-12/13

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the respective offices and for a term set opposite their names to the first Monday in May, unless otherwise specified.

AIRPORT	Murray J. Brian	3 year term
	Michael D. Reed	
ECONOMIC DEVELOPMENT	Gregg Ratliff	3 year term
ADVISORY COMMITTEE	Timm Schwartz	
	Paula Davis	
	Bill Fleming	
ELECTRICAL COMMISSION		1 year term
Electrical Inspector	Mark Reeder	
Fire Inspector	Kurt Nelson	
General Contractor	Ed Ghelardini	
Reg. Prof. Elec. Engineer	Gene Lindholm	
Electrical Contractor	Donald Erps	
Electric Utility Rep.	Mike Fisher	
Journeyman Electrician	Harold Lard	
FIRE AND POLICE COMMISSION	Dennis Short	3 year term
HUMAN RIGHTS COMMITTEE	Bill Fleming	3 year term
MAYOR’S ADVISORY COMMITTEE	Melanie Psinas	3 year term
PERSONS WITH DISABILITIES	Perry Martin	
TOURISM, CONVENTION AND VISITORS	Lelonie Luft	2 year term
	Charlotte Jibben	
	Joseph Wuellner	
	Emily Lambe	
	Leigh Ann Matthews	
TRAFFIC SAFETY COMMITTEE	Timothy Gillespie	1 year term

FIRE PENSION BOARD — 3 year term to the 3rd Monday in April 2015

Thomas Tesar

LIBRARY BOARD	3 year term to June 30, 2015
Mary Jane Sours	
Randy Turner	
Sue Crowell	

PEKIN PLANNING COMMISSION	3 year term to May 15, 2015
William Craig	
Ron Knautz	
Stephen Huey	

ZONING BOARD OF APPEALS	3 year term to May 31, 2015
David Moehring	
John Kennedy	

LIQUOR COMMISSION	2 year term to April 30, 2014
Dale Vonderheide	
D. Neal "Buster" Hanley II	

BE IT FURTHER RESOLVED that the Council of the City of Pekin, Illinois reaffirms the appointments of the following named persons until such time as their successors shall be named.

CITY CLERK	Sue E. McMillan
CITY TREASURER	James S. Wolf

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 14th of May 2012.

____
Mayor Laurie L. Barra

ATTEST:

____
City Clerk Sue E. McMillan

WHEREAS, *the aging of America is placing new demands on long-term providers, and nursing home care is an integral part of America's health care system; and*

WHEREAS, *today's nursing homes provide specialized services to both young and old, offering rehabilitative, subacute, personal, hospice, and respice care; and*

WHEREAS, *today's nursing homes offer 24-hour medical nursing and psycho-social care to individuals who are too frail or ill to live independently; and*

WHEREAS, *families, communities, and individuals residing in nursing homes depend on long-term care providers for support and education about how to meet their long-term care needs; and*

WHEREAS*, members of the American Health Care Association and invite the citizens of Pekin to visit nursing facilities to benefit from the knowledge and experience of their staff, residents, family members and volunteers.*

NOW, THEREFORE, BE IT RESOLVED *I, LAURIE L. BARRA, Mayor of the City of Pekin, do hereby proclaim the week of May 6th, 2012, as*

"NURSING HOME WEEK"

in the City of Pekin, Tazewell County, Illinois, and encourage our community's citizens to honor and serve the individuals who laid the foundations of Pekin by participating in this year's observance at one of our town's nursing facilities.

ADOPTED, *the 14th of May in the Year of Our Lord, Two Thousand and Twelve.*

____

LAURIE L. BARRA
Mayor

ATTEST:

____

SUE E. MCMILLAN
City Clerk

STATE OF ILLINOIS

EXECUTIVE DEPARTMENT

Proclamation

WHEREAS, public works infrastructure, facilities and services are of vital importance to the health, safety and well-being of the people of Illinois; and,

WHEREAS, such facilities and services would not be possible without the dedicated efforts of public works professionals, engineers and administrators- representing state and local units of government, who are responsible for and must design, build, operate and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings and other structures and facilities essential to serving our citizens; and,

WHEREAS, it is in the public interest for the citizens and civic leaders of this country to gain knowledge of, and to maintain a progressive interest in the public works needs and programs of their respective communities; and,

WHEREAS, this year marks the 52nd Anniversary of National Public Works Week, sponsored by the American Public Works Association; and,

THEREFORE, I, Pat Quinn, Governor of the State of Illinois, do hereby proclaim May 20-26, 2012 as ***PUBLIC WORKS WEEK*** *in Illinois, and encourage all citizens to join with representatives of governmental agencies and the American Public Works Association in activities and ceremonies designed to pay tribute to public works professionals, engineers and administrators, and to recognize the substantial contributions they have made to our national health and welfare.*

In Witness Whereof, *I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.*

Done at the Capitol, in the City of Springfield,

this SECOND *day of* APRIL*, in*

the Year of Our Lord two thousand and

TWELVE*, and of the State of Illinois*

the one hundred and NINETY-FOURTH

Jesse White

SECRETARY OF STATE

Pat Quinn

GOVERNOR

WHEREAS, *the United States will celebrate National Curves Day on May 17, 2012; and*

WHEREAS, *National Curves Day was initiated by the United States' Office of Women's Health and Curves International, Inc. in celebration of National Women's Health Week, May 13-19, to increase awareness of women's health issues nationwide; and*

WHEREAS, *National Curves Day will take place annually on the first Thursday following Mother's Day during National Women's Health Week; and*

WHEREAS, *National Curves Day is a celebration of women taking responsibility for their own health through raised awareness and understanding of healthy life habits; and*

WHEREAS*, National Curves Day celebrates the efforts of national and community organizations working with partners and volunteers through fundraising efforts to improve awareness of key women's health issues; and*

WHEREAS, Curves Club of Illinois will officially launch local efforts to promote healthy lifestyles for women on May 17, 2012; and

NOW, THEREFORE, BE IT RESOLVED *I, LAURIE L. BARRA, Mayor of the City of Pekin, do hereby proclaim May 17th, 2012, as*

"NATIONAL CURVES DAY"

in the City of Pekin, Tazewell County, Illinois, and urge all citizens to participate in the healthy activities planned for this special day.

ADOPTED, *the 14th of May in the Year of Our Lord, Two Thousand and Twelve.*

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

REQUEST FOR COUNCIL ACTION **To: Mayor and Council** **CC: Joseph Wuellner, City Manager** **From: Tourism Committee**
AGENDA ITEM: PACVB Co-op Marketing Campaign
AGENDA DATE REQUESTED: 5/14/2012
ACTION REQUESTED: $7,500.00 campaign co-op partnership from Tourism budget
DESCRIPTION: The Peoria Area Convention and Visitors Bureau (PACVB) annually applies and receives a state grant for a co-op marketing campaign. The program requires matching funds of $32, 200 from PACVB and required campaign funding partners for $32,200 including IL River Road, Fulton County, Morton and others for 2011. The City of Pekin financially participated ($7,500.00 from Tourism) in this program for 2009 - 2010 and received close to 8,000 fulfillments for Pekin specific requests. City of Pekin was not a financial partner for 2010 – 2011 but the marketing campaign commercial, website presence and some print material did feature Pekin due to PACVB utilizing previous year footage. This campaign includes print material in the Illinois Gataway Guide, Midwest Living magazine & Budget Travel, 30 second television spots through Comcast (416 spots) and Charter media (294), emails to previous visitors and consumers who requested information, website listing and links on PACVB site, and Ibrochure on "VacationFun.com". Last years campaign, So Many Ways to Play fulfillment had 2000 mailed packets promoting the region. The Tourism Committee recommends $7500.00 of Tourism funds to participate in the 2012 – 2013 campaign that will contain updated footage and PACVB will take care of including Pekin specific marketing materials for our fulfillment requests. The campaign market audience is In-State regions and Out-of-State regions including St Louis, Quad Cities, Detroit, Grand Rapids, Milwaukee, Indianapolis and Paducah.
FINANCIAL IMPACT: $7,500.00/$8,200.00 available in Tourism Printing & Publications (208-208-569000) and $10,600.00 in Tourism Reserves (funded by Hotel/Motel tax)
NEIGHBORHOOD CONCERNS: NA
IMPACT IF APPROVED: This is a great way for Pekin to be a regional player and also promote our sports complexes, parks, hunting & fishing, outdoor trails and community events. This would tie into our Today In American production.
IMPACT IF DENIED: Eliminates the opportunity for including Pekin in marketing opportunities to multiple regions including St Louis and Chicago. This would be a cost effective program, very costly to make an impact in these markets on our own.
ALTERNATIVES:
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled

	police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
√	**A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: Date: Leigh Ann Matthews 5/4/12	
Finance Department (Certification of Availability of Funds): Date: 5.4.12 Angela Evans	
Corporation Counsel: Date:	
City Manager: Asst. Date: 05/04/12	

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION **To: Mayor and Council** **CC: City Clerk & City Manager** **From: Michael Guerra, City Engineer**
AGENDA ITEM: Resolution for Annual General Maintenance Operations
AGENDA DATE REQUESTED: May 14, 2012
ACTION REQUESTED: Approve Resolution for expenditure of MFT Funds for the Annual General Maintenance in the amount of $427,000.00
DESCRIPTION: This is the resolution for the expenditure of MFT Funds for the Annual General Maintenance Costs in the amount of $427,000. This resolution will allow the city to use MFT funds to pay for the items listed on the general maintenance estimate which include such things as the salt for snow plowing, electricity for the street and traffic lights, traffic light repairs, and bituminous street repair. This resolution is need so that these items can be continued to be paid out of MFT account. Amount for this year's expenses have been approved in the budget for FY2013. The annual street sealing project will be a separate resolution from these operations. I recommend that this resolution be approved.
FINANCIAL IMPACT: $427,000 of MFT Funds
NEIGHBORHOOD CONCERNS: None
IMPACT IF APPROVED: The annual general maintenance operations will be paid for with MFT funds
IMPACT IF DENIED: The annual general maintenance operations will not be covered this fiscal year using MFT Funds
ALTERNATIVES: Use General Funds for the annual general maintenance operations
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

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

REQUIRED SIGNATURES
Department Director: Date: 5/2/2012
Finance Department (Certification of Availability of Funds): Date: 5-2-12
Corporation Counsel: Date:
City Manager: Date:

Illinois Department of Transportation

Municipal Estimate of Maintenance Costs

Section Number 12 - 00000 - 00 - GM

Period from 05/01/2012 to 04/30/2013 Municipality Pekin

Estimated Cost of Maintenance Operations

Maintenance Operation (No. – Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor) Item	Unit	Quantity	Unit Price	Cost	Operation Cost
Operation #1	IIA	Various Location					47,000.00
Bituminous Pavement		Bituminous	TON	300	115.00	$34,500.00	
(work performed by City)		UPM (cold patch)	TON	100	125.00	$12,500.00	
Operation #2	I						
Snow and Ice Removal		Salt	TON	1500	58.00	$87,000.00	87,000.00
Operation #3	I	Various Locations					
Street Lights		Electricity					120,000.00
Operation #4	I	Various Locations					15,000.00
Traffic Signals		Electrictiy					
Opertation #5	IIB	Various Locations					25,000.00
Traffic Signals		Maintenance					
(City share for State)							
Opertation #6	IIB	Various Locations					100,000.00
Tree Removal							
Operation #7	IIA	Various Locations					15,000.00
Street Signs		Materials Only					
Operation #8							
Spray Patching	IIA	Emulsion	GAL	6,000	3.00	$18,000.00	18,000.00
(work performed by City)							
		Total Day Labor Costs				$18,000.00	
		Total Estimated Maintenance Operation Cost					$427,000.00
		Preliminary Engineering					
		Engineering Inspection					
		Material Testing					
		Total Estimated Engineering Cost					
		Total Estimated Maintenance Cost					$427,000.00

Submitted: ______ Date

By: [signature] Municipal Official — City Engineer, Title

Approved: ______ Date

______ Regional Engineer

Submit Four (4) Copies to Regional Engineer

BLR 14231 (Rev. 2/23/06)

Illinois Department of Transportation

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council (Council or President and Board of Trustees) of the City (City, Town or Village) of Pekin (Name), Illinois, that there is hereby appropriated the sum of $427,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2012 (Date) to April 30, 2013 (Date).

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department , a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Peoria, Illinois.

I, Sue McMilan Clerk in and for the City (City, Town or Village) of Pekin, County of Tazewell hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Council or President and Board of Trustees) at a meeting on May 14, 2012 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ______ day of May .

(SEAL) ____________________ City (City, Town or Village) Clerk

Approved

____
Date

Department of Transportation

____
Regional Engineer

REQUEST FOR COUNCIL ACTION

To: Mayor Pro Tem /Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Proposed re-zoning of property from B-3 (General Business) district to I-2 (~~General~~ Heavy Industrial) district

AGENDA DATE REQUESTED: December 12, 2011

ACTION REQUESTED: Recommendation to approve re-zoning of property at ~~840~~ 830 Brenkman Drive if required.

BACKGROUND: The property is located adjacent to an industrial district to the east, southeast and north but adjacent to the business district to the southwest and west. The building was purchased for the purpose of a possible 2nd bus staging area, road salt staging area and a 2nd vehicle maintenance building. There have been prospective buyers interested in the building but the zoning would need to be changed to accommodate one of the proposed businesses if and when the contract on the building is finalized.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None it fits area and required layering for zoning districts.

IMPACT IF APPROVED: New proposed business coming into community.

IMPACT IF DENIED: None.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community

REQUIRED SIGNATURES

Department Director		11/22/2011 Date
Finance Department	(Certification of Availability of Funds)	Date
Corporation Counsel	(Certification of Review)	Date
City Manager		Date

ORDINANCE NO. 1568-A189-12/13

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY

WHEREAS, THE CITY OF PEKIN is the owner of the parcel herein described, hereinafter referred to as “Petitioner”, and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of B-3 (General Business) to I-2 (Heavy Industrial) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on October 19, 2011 in the Peoria Journal Star, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on November 9, 2011, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as I-2 (Heavy Industrial) District:

830 Brenkman Drive, Pekin, Illinois 61554

PEKIN EDGEWATER SECTION #4

PIN # 04-04-23-300-019
E ½ SW ¼ SEC 23 R5W LOT 45 & PT OF LOT 43

PIN # 04-04-23-400-022
W ½ SE ¼ SEC 23 R5W LOT 44 & PT OF LOT 43

PIN # 04-04-23-300-020
S ½ SEC 23 R5W LOT 43A PT OF LOTS 43 & 45

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 14th day of May, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _______ day of __________________, 20________.

____
MAYOR

ATTEST:

____
CITY CLERK

Pekin Planning Commission
November 9, 2011

HEARING #11-1840

The Pekin Planning Commission recommends the Approval of Re-Zoning of the Property at 830 Brenkman Drive Pending Any Sale of said property and only if the Business requires an I-2 (Heavy Industrial District), Otherwise the Property will remain Zoned B-3 (General Business District) in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

SITE PLAN CHECKLIST
For Rezoning

Developer Name **City of Pekin**

Developer Address **111 S. Capitol Street**

Developer Phone # **(309)477-2315**

Contact Person **Ronald W. Sieh**

Subdivision Name **Pekin Edgewater Section #4**

11/1/11

11/1/2011

Required Information – Approval Dates		Public Works Director	City Engineer	Code Enforcement	Other as Needed
1.	Subdivision Name and Lot Number		OK	OK	
2.	Legal Description		OK	OK	
3.	1"=100' Minimum Acceptable Scale		OK	OK	
4.	Date and North Arrow		OK	OK	
5.	Public Access		existing	existing	
6.	Lot Layouts, Dimensions, and Setbacks		OK	OK	
7.	Easements		exist	shown	
8.	Setback Compliance for Requested Zoning		OK	OK	
9.	Previous Zoning B-3		ok	OK	
10.	Enterprise Zone Area		yes	YES	
11.	TIF Area		no	NO	
12.	HUD Entitlement Area		no	NO	
13.	Street Address (for single lot changes)		ok	830 Brenkman Drive	
14.	Property abuts residential district or is across the street from residential district.		no	NO	

Public Works Comments:

City Engineer Comments:

Code Enforcement Comments:
Surrounding zoning to the west and south are zoned B-3 north and east are zoned Industrial

Other Comments:

Note: Bearings shown hereon are assumed for descriptive purposes, and pertain to this plat only.

HHH-137

PLAT OF SURVEY

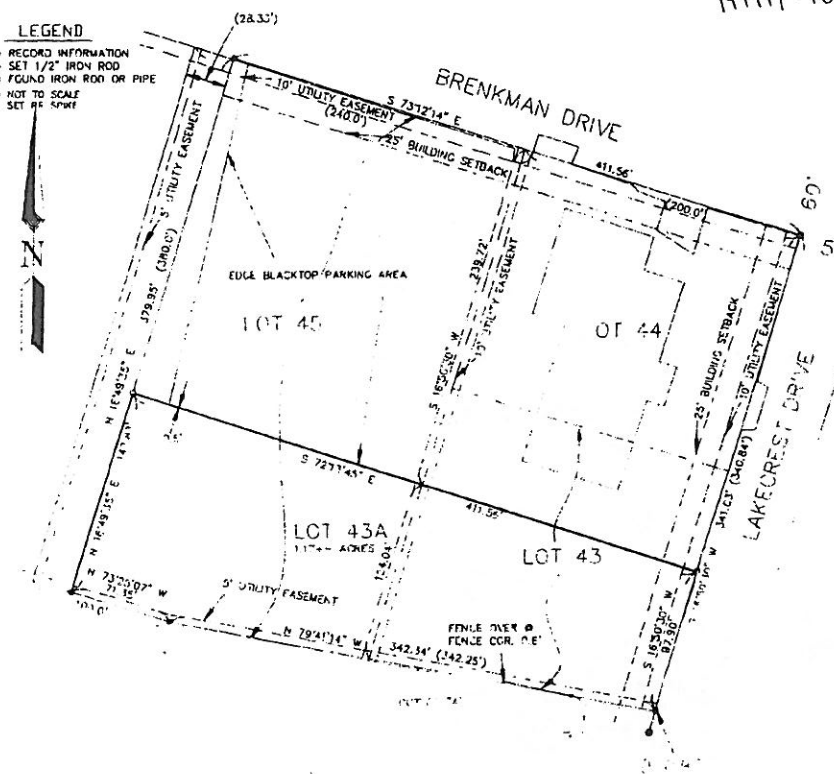
SURVEY OF LOT 43A, BEING PART OF LOTS 43 AND 45 OF PEKIN EDGEWATER PARK SECTION FOUR, BEING PART OF THE S1/2, SECTION 23, T25N, R5W, OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LEGEND

()'S = RECORD INFORMATION
O = SET 1/2" IRON ROD
● = FOUND IRON ROD OR PIPE
— · — = NOT TO SCALE
= SET PK SPIKE



10-17480
9-14-10 1:11 P

PLAT OFFICER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF TAZEWELL SS

I, Ronald W. Sieh PLAT OFFICER OF THE CITY OF PEKIN, DO HEREBY APPROVE THIS SURVEY PLAT AND ACKNOWLEDGE THAT IT MEETS THE REQUIREMENTS OF THE CITY OF PEKIN'S SUBDIVISION CODE AND COMPREHENSIVE PLAN.

DATED THIS 8th DAY OF September 2010

PLAT OFFICER

LEGAL DESCRIPTION
LOT 43A

BEING PART OF LOTS 43 AND 45 OF PEKIN EDGEWATER PARK SECTION FOUR, BEING PART OF THE S1/2, SECTION 23, T25N, R5W, OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON ROD BEING THE SOUTHEAST CORNER OF SAID LOT 43, BEING THE POINT OF BEGINNING, (P.O.B.).
THENCE N 79°41'14" W, ALONG THE SOUTH LINE OF SAID LOTS 43 AND 45, 342.34 FEET TO AN IRON ROD.
THENCE N 73°25'07" W, ALONG SAID SOUTH LINE LOT 45, 71.35 FEET TO AN IRON ROD.
THENCE N 16°49'35" E, 143.83 FEET TO AN IRON ROD.
THENCE S 72°13'45" E, 411.56 FEET TO AN IRON ROD BEING ON THE EAST LINE OF SAID LOT 43.
THENCE S 16°50'30" W, ALONG THE EAST LINE OF SAID LOT 43, 97.90 FEET TO THE SAID POINT OF BEGINNING, (P.O.B.). LOT 43A CONTAINING 1.17± ACRES MORE OR LESS AND SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY.

04-04-23-400-020
04-04-23-300-010

STATE OF ILLINOIS SS
COUNTY OF TAZEWELL

I, RONALD H. KLIEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR #2480, DO HEREBY STATE THAT I HAVE SURVEYED LOT 43A, BEING PART OF LOTS 43 AND 45 OF PEKIN EDGEWATER PARK SECTION FOUR, BEING PART OF THE S1/2, SECTION 23, T25N, R5W, OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, IN COMPLIANCE WITH OR EXCEEDS THE REQUIREMENTS APPLICABLE TO SUCH BOUNDARY SURVEY BY THE ADMINISTRATIVE RULES OF THE ILLINOIS COMPILED STATUTES FOR BOUNDARY SURVEYS, SECTION 4.12, AS AMENDED, "MINIMUM STANDARDS OF PRACTICE". I FURTHER STATE THAT THE PLAT HEREON IS DRAWN TO A SCALE OF ONE INCH EQUALS 50 FEET AND THAT IT CORRECTLY REPRESENTS SAID SURVEY, AND THAT IT IS WITHIN THE INCORPORATED CITY OF PEKIN, AND THAT IT IS NOT WITHIN THE FLOOD PLANE SHOWN ON FLOODWAY BOUNDARY MAP PANEL 170654 0005B, DATED THIS 31ST DAY OF AUG., 2010 A.D.

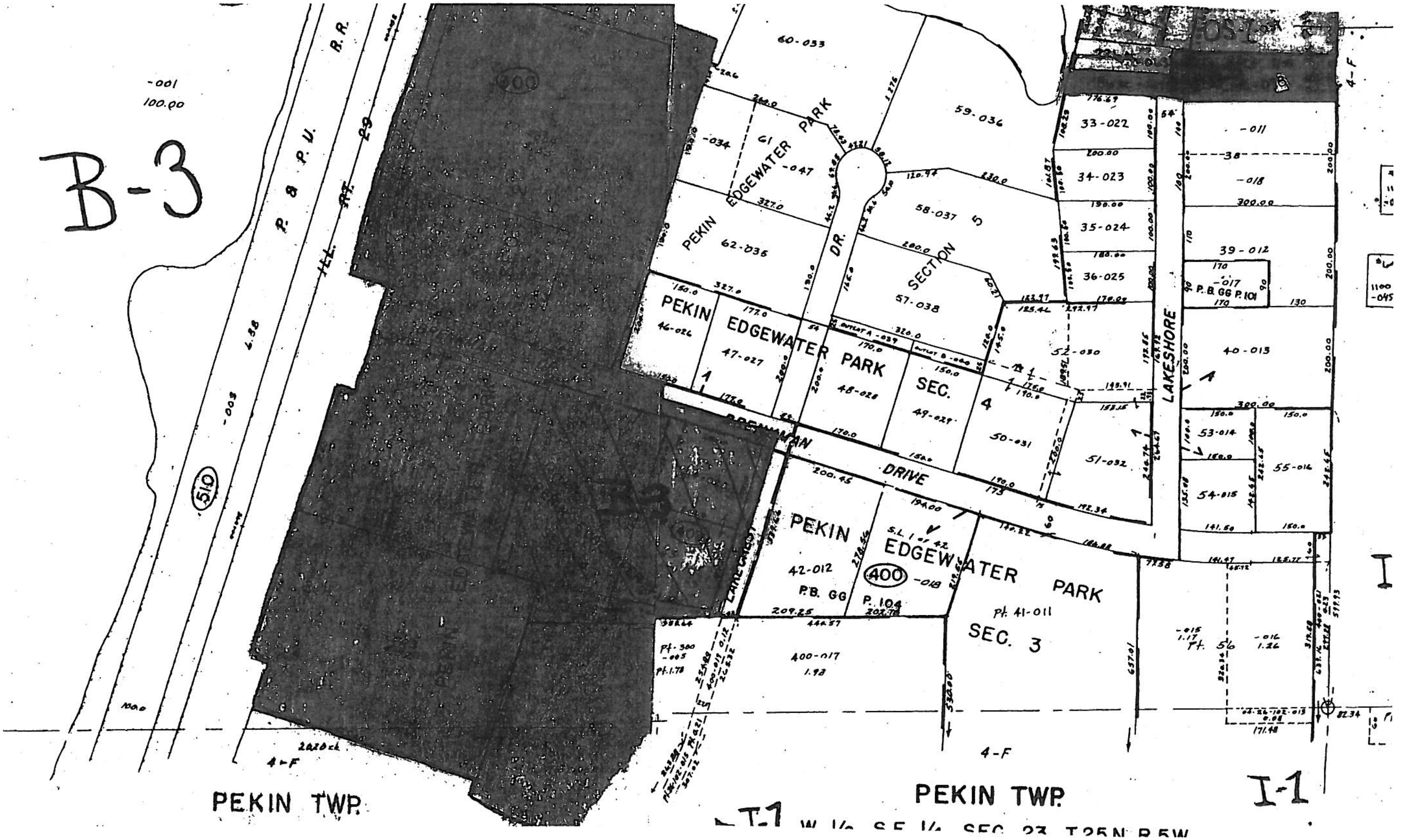
Ronald H Klien
RONALD H KLIEN I.P.L.S. #035-002480
EXPIRATION DATE 11/30/10
PROFESSIONAL DESIGN FIRM #184-002748

RONALD H. KLIEN 2480 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PEKIN, ILLINOIS

STATE OF ILLINOIS SS
COUNTY OF TAZEWELL
I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TAX RECORDS IN MY OFFICE, AND FIND NO DELINQUENT GENERAL TAXES; UNPAID CURRENT GENERAL TAXES; DELINQUENT SPECIAL ASSESSMENTS; UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED IN THE ABOVE PLAT.
Christie A. Webb Virginia Gardy
COUNTY CLERK 9-14-10 DEPUTY CLERK

For: CITY OF PEKIN
111 S. CAPITOL ST., PEKIN, IL 61554

KLIEN LAND SURVEYING
P.O. BOX 1, PEKIN, ILLINOIS 61555-0003
PH 309-387-6872
date 8/31/10 file 10-28 book 30-25



B-3
I-1
PEKIN TWP.
I-1 W ½ S.E. ¼ SEC. 23 T.25N. R.5W.
LAKESHORE
DRIVE
DR.
PEKIN EDGEWATER PARK SEC. 4
PEKIN EDGEWATER PARK SEC. 3
PEKIN EDGEWATER PARK
SECTION 5
P. & P.U. R.R.
ILL. RT. 29
4-F

ORDINANCE NO. 2659 - 12/13

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

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

830 Brenkman Drive, Pekin, Illinois 61554

PEKIN EDGEWATER SECTION #4

PIN # 04-04-23-300-019
E ½ SW ¼ SEC 23 R5W LOT 45 & PT OF LOT 43

PIN # 04-04-23-400-022
W ½ SE ¼ SEC 23 R5W LOT 44 & PT OF LOT 43

PIN # 04-04-23-300-020
S ½ SEC 23 R5W LOT 43A PT OF LOTS 43 & 45

IN TAZEWELL COUNTY, ILLINOIS

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

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

WHEREAS, the City of Pekin and Smith Family Partnership, LLC, an Iowa limited liability company have negotiated a Real Estate Sales Contract (the "Contract" attached hereto as Exhibit "A" and incorporated herein by this reference) wherein Smith Family Partnership, LLC is to acquire the Property for the sum of Four Hundred Thousand ($400,000.00) Dollars and No Cents; and

WHEREAS, upon enacting this Ordinance, the City Council finds and determines it is in the best interests of the City of Pekin and its residents that the City of Pekin sell the Property and enter into the Contract with Smith Family Partnership, LLC pursuant to the terms and conditions of said Contract; 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 Contract attached hereto as Exhibit A and by this reference incorporated herein, for the sale and purchase of the following described Property:

830 Brenkman Drive, Pekin, Illinois 61554

PEKIN EDGEWATER SECTION #4

PIN # 04-04-23-300-019
E ½ SW ¼ SEC 23 R5W LOT 45 & PT OF LOT 43

PIN # 04-04-23-400-022
W ½ SE ¼ SEC 23 R5W LOT 44 & PT OF LOT 43

PIN # 04-04-23-300-020
S ½ SEC 23 R5W LOT 43A PT OF LOTS 43 & 45

IN TAZEWELL COUNTY, ILLINOIS

is hereby approved by the City of Pekin, and said Property shall be transferred to Smith Family Partnership, LLC in accordance with the terms of the Contract for the sum of Four Hundred Thousand ($400,000.00) Dollars and No Cents.

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the ______ day of ____________________, 2012.

APPROVED this ______ day of _________________, 2012.

____
MAYOR

ATTEST:

____
CITY CLERK

AGREEMENT FOR SALE OF COMMERCIAL REAL ESTATE

This Agreement for Sale of Commercial Real Estate ("**Agreement**") is made this 27th day of April, 2012 by **SMITH FAMILY PARTNERSHIP, LLC**, an Iowa limited liability company ("**Buyer**"), and **THE CITY OF PEKIN, ILLINOIS** ("**Seller**").

WHEREAS, Seller is the owner of a parcel of land, including all buildings and fixtures thereon, located at 830 Brenkman Drive, Pekin, Illinois 61554, assigned Tax Parcel No. 04-04-23-400-022 and legally described as Sec. 23 T25N R5W Pekin Edgewater Park Sec. #4 Lots 44 and 43 (excluding Lot 43-A) SW ¼ (hereinafter the "**Property**"); and

WHEREAS, Buyer desires to purchase the Property, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, upon the following terms and conditions.

NOW THEREFORE, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Property, including all fixtures that integrally belong to, are specifically adapted to, or are considered part of the Property, free and clear of all claims, liens and encumbrances. The Property, including the buildings, grounds and all improvements, will be preserved by the Seller in its present condition until Closing, ordinary wear and tear excepted, subject to Buyer improvements permitted under paragraph 10, below.

2. **PURCHASE PRICE.** The total purchase price for the foregoing Property shall be Four Hundred Thousand and 00/100 Dollars ($400,000.00) payable in cash at Closing. Buyer has secured financing for said purchase price.

3. **EARNEST MONEY.** The sum of One Thousand and 00/100 Dollars ($1,000.00) has been deposited by the Buyer with Lane & Waterman LLP, attorneys at law, and shall be held for the benefit of the parties hereto. Said earnest money shall be applied to the purchase price at Closing. In the event any contingency is not met by the date contained in such contingency, the Seller recognizes the earnest money will be returned to the Buyer and this Agreement shall be void. If there is an unresolved dispute over any contingency, the Buyer's Attorney shall hold the earnest money and not disburse except by agreement of the parties.

4. **TITLE.** Within a reasonable time, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Buyer for the amount of the purchase price. If title evidence discloses exceptions to title, Buyer or Buyer's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction

from the purchase price at the time of Closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the earnest money. Furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception.

5. **ZONING.** The property shall be zoned as "Industrial I-2" prior to Closing. Seller shall bear all costs of ensuring the property is zoned as "Industrial I-2" prior to Closing. If Seller is unable to have the property zoned as "Industrial I-2" prior to Closing, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the earnest money.

6. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS.** Seller shall pay all real estate taxes which are due and constitute a lien upon the Property as of the Closing Date, as well as all special assessments levied or to be levied on the Property prior to the Closing Date. Real estate taxes for the year of possession shall be prorated as of the date of Closing. Buyer shall be responsible for the payment of all unpaid real estate taxes and special assessments for any year subsequent to Closing.

7. **ENVIRONMENTAL MATTERS.**

(a) Seller Warranty. Seller warrants through the date of Closing to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances and the Property has not at any time been used as a waste dump, nor has it been used to store hazardous waste or materials that cause a present or future hazard to the groundwater of their parts of the environment, that the Property is completely free of any and all latent and non-apparent hazards and characteristics which would impair the use of the Property for Buyer, or would cause Buyer any liability to any person or persons, natural or corporate, or any governmental body. Seller warrants through the date of Closing that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks.

(b) Buyer Inspection. Buyer has obtained a Phase I environmental survey for the Property. Buyer and Seller have taken such action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste on the Property.

8. **SURVEY.** Buyer may, at Buyer's expense prior to Closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect to be cured by Seller prior to Closing, otherwise, Buyer may terminate this Agreement as set forth below and Buyer shall be entitled to a refund of the earnest money.

9. **POSSESSION/CLOSING.** Subject to the early possession provided for in Paragraph 10 below, if Buyer timely performs all obligations, complete possession and title to the Property shall be delivered to Buyer at Closing. Closing shall occur after the approval of title by Buyer, but not later than June 1, 2012.

10. **BUYER CONSTRUCTION UPGRADES PRIOR TO CLOSING.** Buyer shall have the option, in its sole discretion, to have access to the Property prior to Closing to complete its construction upgrades to the Property to enhance the Property for its business purposes. Buyer agrees it and S. J. Smith Co., Inc. will execute a separate "Hold Harmless Agreement, in the form of attached Exhibit "A" attached hereto, agreeing to indemnify and hold Seller harmless from any liability that may arise due to Buyer's early possession and construction on the Property. In the event this Agreement does not close for any reason, Buyer agrees it will leave the Property in such condition that is no worse than its condition prior to construction on the Property.

11. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to Closing. Seller agrees to maintain existing insurance through the Closing Date and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the Closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its condition as of the date of destruction or damage on or before the Closing date.

12. **TIME OF ESSENCE.** Time is of the essence in this Agreement, provided Seller's failure to promptly assert any of its rights under this Agreement or at law or equity shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

13. **CONDITION OF PREMISES:** Buyer acknowledges that Buyer has inspected the real estate and the improvements thereof, is acquainted with the condition thereof, and accepts the same in "AS-IS" condition. Notwithstanding the above, however, because utilities to the Property were not connected when the Property was inspected, Buyer shall have the opportunity to inspect and confirm that the plumbing, septic system, sewer and water lines, heating, electrical and air conditioning systems and any built-in appliances are in normal working condition prior to Closing. In the event any such system is not in normal working condition, the parties shall work together to cure such issues. If the parties cannot agree on a resolution, Buyer may terminate this Agreement and Buyer shall be entitled to a refund of the earnest money.

14. **FIXTURES AND PERSONAL PROPERTY:** All fixtures presently installed on the premises, including but not limited to: window shades and blinds, all attached carpeting, existing windows and doors, all attached cooling, heating, plumbing and electrical systems; sump pump, ceiling fans and garage door shall be left by the Seller in or upon the premises exactly as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto shall pass to Buyer at Closing.

15. **CLOSING DOCUMENTS.** At Closing, Seller shall execute and deliver to Buyer the following documents:

(a) Title Documents. A Warranty Deed, conveying title to the Property to Buyer free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Buyer from mechanics' liens.

(b) Declaration of Value and Groundwater Hazard Statement. P-Tax Transfer Declaration of Value Statement.

(c) Other Documents. Any other document reasonably requested by Buyer.

16. **COSTS.** Each party shall be responsible for its own costs associated with this transaction, including but not limited to attorney's fees and customary closing costs. In addition to the foregoing, costs of the transactions shall be allocated as follows:

(a) Seller's Expenses. Seller shall be responsible for the costs of the owner's title insurance policy, preparing the Warranty Deed and transfer documents, and payment of any revenue stamps, transfer taxes and recording of any releases due upon recording of the Warranty Deed.

(b) Buyer's Expenses. Buyer shall be responsible for the cost of recording the deed and mortgage, a mortgage title insurance policy as required by lender, and all other recording costs and costs of title examination.

17. **DEFAULT.** If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Agreement, Seller may serve written notice of default upon Buyer and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of this Agreement, may accept the earnest money and any additional down payment as damages or may pursue any available legal remedy including specific performance. In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Buyer may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, earnest money and any additional down payment deposit shall be refunded to Buyer without prejudicing the Buyer's right to any available legal remedy including specific performance. In the event of default the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.

18. **MORTGAGE.** Seller shall not encumber, mortgage, place or cause to be placed any lien on the property.

19. **COMMISSIONS.** Buyer and Seller represent and warrant to each other that no real estate commission will be due as a result of the sale of the Property. Seller agrees to indemnify, defend and hold Buyer harmless from and against any cost and expense,

including reasonable attorney's fees incurred by Buyer as a result of any claims for payment of commission by Buyer based upon the actions of Seller.

20. **NOTICE.** All payment and other notices required hereunder shall be delivered personally or sent postage prepaid by certified U.S. mail, return receipt requested, to the parties at the addresses set forth below:

If to Buyer:	With a copy to:
Richelle Smith-Brecht Smith Family Partnership, LLC 3707 West River Drive Davenport Iowa 52802 Telephone: (563) 324-5237 Facsimile: (563) 823-2635 E-mail: rsmith-brecht@sjsmith.com	Diane E. Puthoff, Esq. LANE & WATERMAN LLP 220 North Main Street, Suite 600 Davenport, Iowa 52801 Telephone: (563) 333-6635 Facsimile: (563) 324-1616 E-mail: dputhoff@l-wlaw.com
If to Seller:	With a copy to:
Joe Wuellner, City Manager City of Pekin, Illinois 111 S. Capitol Pekin, Illinois 61554 Telephone: (309) 477-2300 Facsimile: (309) 346-2095 E-mail: jwuellner@ci.pekin.il.us	Burt Dancey, Esq. Elliff, Dancey & Bosich, P.C. 109 N. 4th Street Pekin, Illinois 61554 Telephone: (309) 346-4148 Facsimile: (309) 346-0633 E-mail: liz1@grics.net

Notices shall be deemed complete upon personal delivery or three (3) days after depositing the same in the U.S. Mail as provided herein.

21. **MECHANIC'S LIENS/CONDEMNATION.** Seller warrants and represents to Buyer that all work and labor performed and all materials furnished to any improvements to activities to the Property have been, or will be at the time of closing, paid in full, and there will be no liens in connection with any such work, labor and materials performed in or furnished to the Property. Buyer shall not contract for labor or material for the improvement of the Property for which any mechanic's, materialmens', or other liens might attach to said Property without first obtaining the written consent of the Seller or a release of right to such lien from the person furnishing such labor and material. Seller has received no notice of pending condemnation proceedings relating to the Property and no such proceedings have been threatened.

22. **ASSIGNMENT/BINDING EFFECT.** Neither this Agreement nor the Property which is the subject hereof, may be assigned, leased, conveyed or resold on contract without first obtaining the written consent of Seller. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer.

23. **ENTIRE AGREEMENT/AMENDMENT.** This Agreement is the entire Agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings and agreements among the parties. This agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both parties hereto.

24. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois.

25. **LEGAL ASSISTANCE:** The Seller and Buyer are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with the contractual, title and other aspects of this transaction, they have the right to consult legal counsel before this agreement is signed.

In witness whereof, the parties have executed this Agreement as of the date set forth above.

SMITH FAMILY PARTNERSHIP, LLC	**CITY OF PEKIN, ILLINOIS**
By:______________________	By:______________________
Richelle Smith-Brecht, its President	______________, its ________

EXHIBIT "A"
HOLD HARMLESS AGREEMENT

See Attached Hold Harmless Agreement.

HOLD HARMLESS AGREEMENT

The undersigned, Smith Family Partnership, LLC, an Iowa limited liability company, and S. J. Smith Co., Inc., an Iowa corporation, for itself, its successors and assigns, hereby agrees to indemnify and hold the City of Pekin, Illinois, harmless from any and all actions, costs, fees, expenses, awards, damages, penalties, judgments, claims, suits and the like, as may be incurred by the said the City of Pekin, Illinois resulting from Smith Family Partnership, LLC's construction and development at 830 Brenkman Drive, Pekin, Illinois 61554 (hereinafter the "**Property**"), prior to its possession and Closing on the property referenced in that separate Agreement for Sale of Commercial Real Estate dated April 27, 2012 by and Smith Family Partnership, LLC and the City of Pekin, Illinois.

The hold harmless and indemnification provisions specified herein shall apply only to the early access and construction on the Property prior to Closing on the Agreement for Sale of Commercial Real Estate, which is anticipated to be on or before June 1, 2012. The provisions of this agreement shall not apply to the negligent or intentional acts of City of Pekin, Illinois, its successors and assigns.

Dated this 27th day of April, 2012.

SMITH FAMILY PARTNERSHIP, LLC

By: ______________________
Richelle Smith-Brecht, its President

S. J. SMITH CO., INC.

By: ______________________
Richelle Smith-Brecht, its President

ORDINANCE NO.

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

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

301 – 321 Court Street, Pekin, Illinois 61554

LOTS 14, 15 and 16 and the West Portion of LOT 13 Owned by the City of Pekin, Illinois, all in BLOCK 47 of the Original Town of the City of Pekin, Tazewell County, Illinois.

PIN NO(S): 04-04-34-433-007; 04-04-34-433-008; 04-04-34-433-011 and 04-04-34-433-012.

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

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

WHEREAS, the City of Pekin and Dallas Pettingill and Karie Pettingill, husband and wife, as joint tenants and not as tenants in common have negotiated a Real Estate Sales Contract (the "Contract" attached hereto as Exhibit "A" and incorporated herein by this reference) wherein Dallas Pettingill and Karie Pettingill are to acquire the Property for the sum of Sixteen Thousand Nine Hundred Ten ($16,910.00) Dollars and No Cents; and

WHEREAS, upon enacting this Ordinance, the City Council finds and determines it is in the best interests of the City of Pekin and its residents that the City of Pekin sell the Property and enter into the Contract with Dallas Pettingill and Karie Pettingill pursuant to the terms and conditions of said Contract; 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 Contract attached hereto as Exhibit A and by this reference incorporated herein, for the sale and purchase of the following described Property:

301 – 321 Court Street, Pekin, Illinois 61554

LOTS 14, 15 and 16 and the West Portion of LOT 13 Owned by the City of Pekin, Illinois, all in BLOCK 47 of the Original Town of the City of Pekin, Tazewell County, Illinois.

PIN NO(S): 04-04-34-433-007; 04-04-34-433-008; 04-04-34-433-011 and 04-04-34-433-012

is hereby approved by the City of Pekin, and said Property shall be transferred to Dallas Pettingill and Karie Pettingill in accordance with the terms of the Contract for the sum of Sixteen Thousand Nine Hundred Ten ($16,910.00) Dollars and No Cents.

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the ______ day of ______________________, 2012.

APPROVED this ______ day of __________________, 2012.

____

MAYOR

ATTEST:

____

CITY CLERK

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this _____ day of ______________, 2012, by and between CITY OF PEKIN, a Municipal Corporation, (hereinafter referred to as "Seller"), and DALLAS PETTINGILL and KARIE PETTINGILL, husband and wife, as joint tenants and not as tenants in common, (hereinafter referred to as "Buyer"),

WITNESSETH:

A. **DESCRIPTION OF PROPERTY:** Buyer agrees to purchase and Seller agrees to sell on the terms set forth herein the following described real estate, to-wit:

> Lots 14, 15 and 16 and the West portion of Lot 13 owned by the City of Pekin, all in Block 47 of the Original Town of the City of Pekin, Tazewell County, Illinois, commonly known as 301 - 321 Court Street, Pekin, Illinois;
>
> PIN NO(S): 04-04-34-433-007; 04-04-34-433-008; 04-04-34-433-011 and 04-04-34-433-012

B. **DEPOSIT AND PURCHASE PRICE:** Buyer agrees to pay and Seller agrees to accept therefor the sum of $16,910.00, payable in the following manner:

1) The sum of $1,691.00 as earnest money to apply against said purchase price, the receipt of which is hereby acknowledged; and

2) The balance of $15,219.00 payable at closing.

Upon receipt of a written request by Buyer or Seller for return or delivery of the earnest money, the holder shall promptly give the other party a copy of the request, and provide both parties a statement of how the holder proposes to distribute the earnest money. If the holder does not receive written objection to the proposed distribution from Buyer or Seller within ten (10) days from service of the request and statement, the holder may proceed to distribute the earnest money in accordance with the proposed distribution. The Buyer and Seller instruct the holder of the earnest money that in the event of any dispute regarding the right to the earnest money, the holder shall retain the funds until receipt of joint written instruction from both Seller and Buyer or Order of court. Alternatively, the holder may interplead any funds held into the court for distribution after resolution of the dispute between Seller and Buyer, and the holder may retain from the funds the amount necessary to reimburse holder for court costs and reasonable attorney fees incurred due to the interpleader. If the amount held is inadequate to reimburse holder for court costs and attorney fees, Buyer and Seller shall jointly and severally indemnify holder for additional costs and fees incurred.

C. **CONTINGENCIES:**

1. This Agreement is contingent upon Buyer receiving authorization for a curb cut/access entrance(s) on Court St. from all entities required to give such authorization. Said curb cut shall be located alternatively as follows:

- at both the west and east end of the Court St. property with no ingress or egress restrictions
- at both the west and east end of the Court Str. Property with a maximum limitation of ingress only on the west and egress only on the east

2. This Agreement is contingent upon Buyer obtaining satisfactory soil and compaction tests which establish that the site is suitable for construction of the proposed building without removal of any contaminated or unsuitable fill materials.

3. This Agreement is contingent upon Buyer obtaining approval of a site plan by the City of Pekin that meets its business needs for a coffee shop and that does not require more than $10,000.00 in costs for storm water drainage/retention compliance.

4. This Agreement is contingent upon Buyer obtaining a special use permit from the City of Pekin for a drive-through window.

D. **DATES OF CLOSING AND POSSESSION:** The purchase price as heretofore provided shall be paid by Buyer and a good and sufficient Warranty Deed as called for under the terms of this Agreement shall be delivered by Seller on or before June 29, 2012. Seller shall give possession of said premises to Buyer at closing.

The Seller agrees to extend the closing date on the following terms and conditions: In the event any of the contingencies set forth in paragraph C above are not met by June 29, 2012, the closing date shall automatically be extended to July 30, 2012, and shall be extended an additional 30 days at the request of Buyer.

E. **ZONING AND DWELLING CODE:** Seller covenants that said premises are zoned B-2 as shown by applicable zoning maps and that prior to the date of this Agreement no notice from any city, village or other governmental authority of a dwelling code violation on the described property had been issued to or received by Seller or his or her agents.

F. **EVIDENCE OF TITLE:** Seller shall, at his or her expense, furnish Buyer with a Letter Of Commitment issued by a reputable title insurance company assuring that a policy in the amount of the purchase price will be issued subject only to the matters to which this sale is subject by the terms hereof, liens which can be discharged at closing, easements and restrictions that do not interfere with Buyer’s site plan and proposed use of the property as a coffee shop with a drive-through window and to the usual provisions contained in owner's policies issued by title companies. In the event evidence of title as required above cannot be secured, then at Buyer's option, Buyer may elect to do any of the following:

1) Rescind this Agreement, thereby returning the parties to the status quo existing at the time of execution, without contractual liability on the part of any party hereto, and Seller shall return to Buyer all monies paid;

2) Accept title as tendered.

Seller shall pay any State or local Transfer Tax.

G. **ENCUMBRANCES:** Unless otherwise provided herein, said premises shall be conveyed subject only to: (a) all restrictions, reservations and easements of record and the provisions of zoning and building ordinances permitted above, if any; (b) accrued but unpaid general real estate taxes which shall be prorated through the date of possession. If the amount of such taxes is not ascertainable at closing, proration shall be done on the basis of the most recent ascertainable taxes.

H. **SPECIAL ASSESSMENTS:** Unpaid installments of special assessments, if any, confirmed as of the date of closing, shall be paid by Seller.

I. **SELLER AFFIDAVIT:** Seller shall execute at closing a standard Seller's Affidavit, a copy of which is attached hereto. The Seller's Affidavit will be prepared and provided by the Buyer to the Seller.

J. **EXAMINATION BY BUYER:** Except as otherwise provided herein, Buyer has examined the property and is satisfied as to its condition and all matters pertaining to it. The property is being purchased "AS IS" except as otherwise specifically provided herein.

Seller represents that no insurance claims have been paid to the Seller for mine subsidence of the real property.

K. **ADDITIONAL COVENANTS AND AGREEMENTS:** Seller further agrees as follows:

1) Seller shall use and maintain the following real estate (hereinafter, “the Margaret St. property”), for a period of two years from the date of closing, solely as a parking lot for the use of the public and neighboring properties:

Lots 1, 2 and 3 and the West Half of Lot 4 in Block 47 of the Original Town of the City of Pekin, Tazewell County, Illinois, except that portion transferred for highway purposes, commonly known as 300 - 320 Margaret Street, Pekin, Illinois;

PIN NO(S): 04-04-34-433-001 and 04-04-34-433-002

In the event Seller determines to no longer continue said use during the two year period, then Buyer shall have the following options:

a. If the Seller intends to sell or transfer said property, then Buyer shall have a right of first refusal to purchase the Margaret St. property under the same terms and conditions as the prospective transferee. A Right of First Refusal shall be signed at closing and recorded.

b. If the Seller intends to change the use of said property, but retain ownership, then Buyer shall have the option to purchase the Margaret St. property at its fair market value. An Option Agreement shall be signed at closing and recorded.

2) Seller shall permit the Buyer, at Buyer’s expense, to modify the landscaping on the Margaret St. and Third St. corner of the Margaret St. property so as to provide visibility for the business constructed on the property purchased hereunder. Seller shall approve the plans for modification of the landscaping, prior to the commencement of work by the Buyer. Seller shall thereafter maintain the Margaret St. property to provide visibility for the business constructed on the property purchased hereunder.

L. **BINDING ON SUCCESSORS IN INTEREST:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators and assigns.

M. **NOTICES:** Any notices or demands hereunder shall be in writing and shall be served as follows:

1) By personal delivery, or

2) By certified mail to Seller or to Buyer at the last known address of either party. In the event said notice is mailed, the time of service of such notice shall be deemed to be the time of delivery of said notice in the United States Post Office.

N. **WARRANTIES TO SURVIVE CLOSING:** Warranties, covenants and agreements contained herein are not canceled by the performance of the contract but shall survive the closing of the transaction and delivery of the deed.

O. **ENTIRE AGREEMENT:** The terms and conditions set forth in this instrument supersede all prior oral or written understandings and constitute the entire agreement between Buyer and Seller.

P. **HEADINGS, GENDER, ETC.:** Paragraph headings are for convenience only and are not intended to limit or construe the provisions of any paragraphs. Unless otherwise required by this Agreement, words imparting one gender include all genders and words imparting the singular number include the plural and words imparting the plural number include the singular.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the day and year first above written.

BUYER:

____
DALLAS PETTINGILL
100 Country Drive
Green Valley, IL 61534
Telephone: 309/348-6333

____
KARIE PETTINGILL
100 Country Drive
Green Valley, IL 61534
Telephone: 309/348-6333

SELLER:

CITY OF PEKIN, a Municipal Corporation,

By______________________________
Its_________________________
111 S. Capitol Street
Pekin, IL 61554
Telephone: 309/477-2300

This Instrument Prepared By:
MOEHLE, SWEARINGEN & UMHOLTZ, LTD.
Attorneys for Buyer
410 Broadway
Pekin, IL 61555-0875