



City of Pekin

REGULAR COUNCIL MEETING MONDAY, APRIL 28, 2008
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Tebben

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: *Motion to approve minutes of Regular Council Meeting of April 14, 2008.*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Fire Department Report March, Commission Minutes dated February 28, 2008
- 2. Approve Proclamation:** "YWCA National Day of Commitment to Eliminate Racism " April 28 2008
" AMBUCS Week" April 28 – May 2, 2008
"Motorcycle Awareness Month" May 2008
" Supportive Living Week" April 28-May 2, 2008
- 3. Receive and File West Nile Virus Grant Application to Tazewell County Health Dept**
- 4. Receive and File Planning Commission Minutes Dated April 9, 2008**
- 5. Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #08-1764 – recommends to approve Site Plan for Special Use for Drive-Thru for Convenient/Liquor Sales for Beck Oil located at 317 Derby Street
 - b. Hearing #08-1765 - recommends to approve Special Use for Drive-Thru for Convenient/Liquor Sales for Beck Oil located at 317 Derby Street
Action under New Business

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. RETIREMENT PRESENTATION TO SANDY DAVIS

2. RECOGNITION

***DESCRIPTION:** Bruse Alkire Chairman EDC to acknowledge City of Pekin team effort for retaining I-Repair in Greater Peoria area.*

3. ANNOUNCEMENT

***DESCRIPTION:** Representatives from Marigold Festival Committee to encourage planting of flowers.*

IX. NEW BUSINESS

1. Side Letter Horizon Wind Energy

(DK)

***DESCRIPTION:** terms to extension of Enterprise Zone for Rail Splitter Project specifically certification fee and decertified area.*

***ACTION:** Motion to approve Side Letter subject to Tazewell County's approval of the same letter.*

VOTE REQUIRED

2. Tourism Grant

(SB)

***DESCRIPTION:** Approval of the request from Dragon's Dome for NSA Girls Qualifier Softball Tournament.*

***ACTION:** Motion to approve grant in the amount of \$1,833.00.*

VOTE REQUIRED

3. Ordinance No. 2552-07/08 - Amending Title 6, Chapter 2, of the Code of the City of Pekin 1995 Regarding Offenses/Misdemeanors

(TG)

***DESCRIPTION:** Impoundment fee recovery when motor vehicle is involved in certain criminal offences.*

***ACTION:** Motion to adopt Ordinance.*

VOTE REQUIRED

4. Site Plan 317 Derby Street Beck's Oil for Drive-Thru

(JW)

***DESCRIPTION:** recommendation of the Pekin Planning Commission to approve site plan for Drive-Thru Convenient/Liquor Sales at Beck Oil located at 317 Derby Street.*

***ACTION:** Motion to approve Site Plan.*

VOTE REQUIRED

5. Special Use for Drive-Thru Window for Beck's Oil 317 Derby Street

(JW)

***DESCRIPTION:** recommendation of the Pekin Planning Commission to approve special use request for Drive-Thru Convenient/Liquor Sales at Beck Oil located at 317 Derby Street.*

***ACTION:** Motion to approve Special Use.*

VOTE REQUIRED

6. **Resolution No. 41-07/08 – Downstate Public Transportation Operating Assistance Grant Agreement with the Illinois Department of Transportation - Grant #3671 OP-08-09-IL** (GR)
DESCRIPTION: approval of the replacement contract to receive funding increase from 55% to 65% for municipal bus service contracted to City Link.

ACTION: Motion to adopt Resolution.

VOTE REQUIRED
7. **Broadway Widening** (JW)
DESCRIPTION: acceptance of low bidder as recommended by Illinois Department of Transportation.

ACTION: Motion to concur with bid.

VOTE REQUIRED
8. **Amendment to Farnsworth Agreement** (JW)
DESCRIPTION: engineering services for waste treatment plant upgrades for an amount not to exceed \$61,665.00 for design and \$20,000 for construction services

ACTION: Motion to approve amendment.

VOTE REQUIRED
9. **Resolution No. 42-07/08 - Accepting a Grant from the Illinois Housing Development Authority's Single Family Owner-Occupied Rehabilitation Program HO-2841** (PA)
DESCRIPTION: approval of the \$168,000.00 April 2008-March 2009 IHDA SFOOR grant.

ACTION: Motion to adopt Resolution.

VOTE REQUIRED
10. **Ordinance No. 2553-07/08 – Amend Title 3, Chapter 3 of the Code of the City of Pekin 1995 Regarding the Liquor Commission** (DT)
DESCRIPTION: Creation of the Liquor Commission consisting of 4 members.

ACTION: Motion to adopt Ordinance.

VOTE REQUIRED
11. **Ordinance No. 2554-07/08 – Amend Title 3, Chapter 3 of the Code of the City of Pekin 1995 Regarding the Liquor Commissioner** (DT)
DESCRIPTION: provision to the Liquor Code to allow for the appointment of Deputy Local Liquor Commissioner.

ACTION: Motion to adopt Ordinance.

VOTE REQUIRED

12. Resolution No. 43-07/08 – Annual Appointments

(DT)

DESCRIPTION: Mayor's appointments of members to various Committees, Boards, and Commissions.

ACTION: Motion to adopt Resolution.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c.) 1. The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body

5 ILCS 120/2 (c) 11.

Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.

ACTION: Motion to move to Executive Session.

VOTE REQUIRED

XII. ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, APRIL 14, 2008 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

**PRESENT: COUNCIL MEMBERS, TEBBEN, ABEL, BLANCHARD, JONES, KORTKAMP,
STRAND, AND DUNN**

ABSENT: NONE

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

Roll was called and all Council Members were present.

Agenda

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

Motion by Council Member Strand, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of March 24, 2008, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that the Consent Agenda be approved as presented with the following items:

Mayor Tebben read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Building Report, Police Department March Report
Airport Commission Minutes dated March 12, 2008
2. **Charitable Solicitation:** Tazewell County Museum - Contribution Letters
AMVETS Veterans Food Pantry Drive April 26, 2008
Matt Fisher - Father Cancer Fundraiser June 15, 2008
HOPE Helping Other People Excel Business Solicitation
3. **Proclamations:** American Legion and American Legion Auxiliary "Poppy Days" May 22-24
"Child Abuse Prevention Month" April 2008
"Pekin Lettes Day" June 25, 2008
"National Library Week"
"Dragon Pride Week" May 1, 2008 week
4. **Receive and File** Comcast correspondence informing additions and changes to channel line-up
5. **Receive and File** Bids Annual Street Maintenance

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

OFFICER OF THE YEAR

Police Chief Timothy Gillespie awarded Pekin Police Department Lieutenant Gregory Nelson the recognition as Officer of the Year. The nomination by fellow officers was based on Lt. Nelson's ideal qualities and characteristics.

LIBRARY DEPARTMENT REPORT

Library Director Jeff Brooks reported to Council on several areas of the operations, programs and future activities.

FY 2010-2014 BUDGETS “PRELIMINARY” BUDGETS PRESENTATION

City Manager Dennis Kief gave a status report of the current FY 2008 Budget. He then advised Council that the information presented for future budgets indicated a trend of revenues not keeping up with expenditures. He expressed significant concerns in the 5-year budget forecast. Four major projects identified needed direction for bond payment priority. Council Members were also presented a list of possible new fees and taxes. Members addressed options and suggested the topic of making cuts and freezes. Council was informed the budget contained no “wish list” items.

New Business

ORDINANCE NO. 2549-07/08

AGREEMENT WITH MUNICIPAL SYSTEMS, INC.

Motion by Council Member Jones, seconded by Council Member Kortkamp, that the Addendum to the Agreement with Municipal Systems, Inc. to extend the terms for a three-year term be approved. Council was informed that a change to standard terms and conditions for the Administrative Parking and Compliance Hearing System Agreement was being requested. Language provided for new software “web-based” application for payment of violations. Extending the agreement saved the City approximately \$5,000.00 for what it would cost in upgrade of City server. On roll call vote, all present voted Aye.

MUNICIPAL ESTIMATE OF MAINTENANCE COSTS MAY 1, 2008 – APRIL 30, 2009

Motion by Council Member Jones, seconded by Council Member Kortkamp, that the Municipal Estimate of Maintenance Costs May 1, 2008 – April 30, 2009 for 8 Street Department Operations totaling \$697,950.00 be approved. Superintendent of Streets David Pagliaro reported to Council that the operations covered snow removal, lighting, signals, etc. The expenditures submitted to IDOT for funding by MFT were provided in the budget but had to be reduced for this budget year. On roll call vote, all present voted Aye.

RESOLUTION NO 39-07/08

ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE SECTION 08-00000-00-GM

Motion by Council Member Jones, seconded by Council Member Dunn, that Resolution No. 39-07/08 appropriating Motor Fuel Tax Funding in the amount of \$700,000 for operations costs of the Street Department, be adopted. On roll call vote, all present voted Aye.

Motion by Council Member Jones, seconded by Council Member Dunn, that the **BID FOR THE ANNUAL STREET MAINTENANCE PROJECT BE APPROVED IN THE AMOUNT OF \$878,311.44 AND THE CONTRACT AWARDED TO R A CULLINAN & SON, INC.** Council was informed that bids were opened April 2, 2008 for seal coating of 26.28 miles of streets. One bid was received. City estimate was \$879,701.20. Previous Resolution 35 adopted February 25, 2008 appropriated \$500,000 of MFT funds. Discussion followed regarding the advantage of using oil and rock process for better wear during freeze-and-thaw weather as the roads experienced this winter and the disadvantage in expense of overlay. Mayor Tebben spoke to the comparison of amount of maintenance to expenditure over the years, indicating that there were significant concerns of paying more and providing less services to taxpayers. On roll call vote, all present voted Aye.

RESOLUTION NO 40-07/08

ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE JOINT AGREEMENT WITH IDOT SECTION 08-00177-00-TL

Motion by Council Member Abel, seconded by Council Member Dunn, that Resolution No. 40-07/08

appropriating Motor Fuel Tax Funding in the amount of \$3,000.00 for City share of IDOT's Route 9 McNaughton Bridge Repair Project and the Joint Agreement with the Illinois Department of Transportation, be adopted. The project included removing and replacing the pavement, repairing curb & cutters and signal upgrades from the east end of bridge to railroad tracks. On roll call vote, all present voted Aye.

WORK PROPOSAL WHITNEY & ASSOCIATES

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that the Proposal and Schedule of Fees to provide Construction Materials Testing Support with Whitney & Associates, not to exceed \$10,000.00, be approved. Council was made aware the City would need qualified soil testing firm familiar with IDOT requirements for several road construction projects for this summer. On roll call vote, all present voted Aye.

COMPENSATION SCHEDULE FOR THE CITY MANAGER

Motion by Council Member Blanchard, seconded by Council Member Jones, that the \$3,000.00 increase compensation May 1, 2007 through April 30, 2008 to City Manager Dennis Kief, be approved. Corporation Counsel Burt Dancey read a prepared statement that no formal action was taken on the Manager's contract in Executive Session and expressed the opinion that press articles reporting violation of Open Meetings Act were contrary to the consensus reached. On roll call vote, Ayes, Strand, Kortkamp, Jones, Dunn, Abel, Tebben; Present, Blanchard. Motion Carried.

ORDINANCE NO. 2551-07/08

AMENDING TITLE 1, CHAPTER 10 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING THE ENTERPRISE ZONE

Motion by Council Member Dunn, seconded by Council Member Abel, that Ordinance No. 2551-07/08 be adopted. City Manager Dennis advised that the amendment increased the Enterprise Zone Boundary to include the Horizon Wind Farm Project. The boundary would be temporarily extended .7336 square miles and ultimately reduced .1744 square miles. A 3ft wide strip of right-of-way would make zone contiguous with the area for Tazewell County development. A Side Letter for agreement of terms would be presented to Council on April 28, 2008. The City would receive in exchange \$250,000.00 Certification Fee. Bill Whitlock, Director of the project addressed Council's questions regarding the tax-free purchase of wind turbines. He stated the company would not seek tax abatement. On roll call vote, all present voted Aye.

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH TAZEWELL COUNTY REGARDING THE ENTERPRISE ZONE

Motion by Council Member Dunn, seconded by Council Member Blanchard, that the Intergovernmental Agreement with Tazewell County extending the Enterprise Zone, be approved. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard indicated that a request was made in December that a report be brought back to Council within 60 days regarding the status of a Derby Street TIF District. He asked that the topic be placed on the next agenda and voted up or down. Mayor Tebben advised that Council had given a low priority rating to the matter and had not heard additional support for the Manager to move forward without a required specific project to drive the new TIF. Mr. Kief offered to send a chronology on the steps necessary in creating that TIF. If given direction he would proceed with the Redevelopment Plan from PGAV, and gain the support of affected taxing bodies.

Council Member Abel spoke in response to his request to include November in the averaging of the wastewater fee. He indicated after hearing the significant impact to the City of applying the change to all users he had reconsidered.

Council was informed that Broadway was being widened to 3 lanes verses 5 lanes because it met the warrants to receive the 70% State Funding.

Speaking for concerned citizens, Council Member Dunn questioned why firefighters were seen driving engines not on emergency calls while gas prices were high. Fire Chief Chuck Lauss noted that call load had increased and explained the department's daily schedule consisting of drive to exercise facility, skill

training, station maintenance, lunch, building inspections.

Council Member Strand announced that April was Child Abuse Prevention Month and distributed blue ribbon pins for the prevention campaign.

Council Member Kortkamp recognized Earth Day in April and encouraged the community to recycle grocery bags.

Council Member Jones asked that maintenance of City Streets be considered in budgeting with the major capital projects identified, Library renovation, Veterans Drive Extension, Treatment Plant Expansion, and New Fire Station Construction for discussion of priority ranking.

Mayor Tebben expressed appreciation to the business owners who took it upon themselves to help maintain their storefront areas or provide containers regarding the litter resulting from the matter of the new smoking ban.

Director of Solid Waste Greg Ranney announced that the annual Spring Spruce Up Pekin would be Saturday, May 3, 2008 from 9:00 a.m. until 4:00 p.m. at 4 locations.

Daniel DeHoog 619 South 12th Street addressed Council and suggested that the City saves money by not leaving police vehicles continually running.

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

Executive Session

Motion by Council Member Dunn, seconded by Council Member Blanchard, that the Council move to Executive Session at 7:25 p.m. to discuss:

- 5 ILCS 120/2 (c.) 1. The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body
- 5 ILCS 120/2 (c.) 6. Setting of Price for Sale and/or Lease of Municipally Owned Property
- 5 ILCS 120/2 (c.) 11. Litigation

No further business to come before the Council, Mayor Pro Tem Jones adjourned the meeting.

COUNCIL ADJOURNED AT 7:50 P.M.

Sue E. McMillan
City Clerk



City of Pekin

04-14-2008

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department March 2008 report, plus a summary of February 2008.

Charles E. Lauss
Fire Chief
City of Pekin Fire Department

During the month of March 2008, the Pekin Fire Department responded to 320 calls, total dollar loss was \$46,450.00

During the month of March 2008 (approximately 70.44%) were emergency medical calls, 95 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

During the month of February 2008, the Pekin Fire Department responded to 302 calls, total dollar loss was \$162,720.00.

During the month of February 2008 (approximately 73.66%) were emergency medical calls, 81 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

On March 8, 2008 Fire Fighters were dispatched to 1500 Fenley Street to smoke coming from a house. While enroute, dispatch upgraded to house fire as reported by police officer. R-2 arrived after a previous call to report involved one story structure, and that all occupants were out of the home. R-2 personnel were told by male tenant that the occupants of the house were out and that the fire was in the back bedroom. The male tenant then left the scene and was never again seen by fire or police personnel. During advancement of the handline, police notified that there was a working clandestine lab in the unattached garage to the northeast of the residence. R-2 advanced a 1 ¾ " handline from E-2 to the north side of the structure in through the kitchen door. They advanced the line into the living room and into the hallway to the left. Flames were rolling

across the suspended ceiling, which was dropping down. R-2 quickly hit the flames and advanced into the bedroom down the hall and to the right. The door to the room was pulled closed, but not latched. R-2 then pushed the door open to find the fire just inside the door, near the door frame, bed, dresser, and floor area. The flames were extinguished with handline and tank water only. After the fire was suppressed, overhaul began to check for flame extension into attic space. The room and hall were covered with drywall, and no fire spread was found beyond the interior of the bedroom and hallway. While talking with the tenant, Angie Peak, she stated that the male tenant, Phillip Nischowitz, was in the back bedroom, the room of origin, and came out and told everyone to get out because there was a fire. As the female exited with the infant, two other grown adults that were in an adjacent bedroom sleeping, Mr. Nischowitz attempted to extinguish the fire with a pan of water using the outside spigot. The tenants of the home went across the street during fire suppression. An investigation was stated by Captain Combes and later assisted by police investigator Chuck Barth. During the investigation, police notified the State Police to investigate and break up the Methamphetamine lab in the garage. Total dollar loss was approximately \$12,000.00.

On March 19, 2008 Fire Fighters responded to a laundry building with smoke showing at 1464 Summit Drive. Upon arrival found structure totally filled with smoke and small amount of flames to the rear. We used 1 ¾" handline to extinguish flames coming from dryer in the rear and also flames from part of the structure. It appears that the exhaust vent may have had lint in it and ignited. F3 instructed maintenance to clean out vents on a regular basis. Building inspector was notified and on scene before we cleared. Total loss was approximately \$1,900.00.

On March 20, 2008 Fire Fighters responded to a vehicle fire, at 1809 S. 2nd. Street. Fire was put out with a dry chemical before we arrived on scene. Total dollar loss was approximately \$3,000.00.

On March 23, 2008 Fire Fighters responded to vehicle on fire parked in the street at 1505 Bacon Street. Upon arrival a policeman was hitting the fire with a dry chem. extinguisher. We pulled the booster line and extinguished what was left of the fire. Owner stated she heard a loud pop when they were trying to start her car by jumper cables. It appeared to have backfired and started the fuel line on fire. The total dollar loss was approximately \$4,000.00.

On March 24, 2008 Fire Fighters responded to a structure fire at 1205 Florence Ave. Upon arrival Apt. #8 showing light smoke coming from the second floor upon the first unit arriving. Crews made entry with pre connect lines and extinguished the fire. There was a slight delay in extinguishment due to items blocking the hallway leading to the fire room. The cause of the fire is under investigation. The total dollar loss was approximately \$11,000.00.

On March 25, 2008 Fire Fighters responded to a dryer fire at 3615 Kelly Ave. Upon arrival Fire 3 had arrived on scene first and assumed command. There was a lot of smoke on the first floor. The fire was completely contained to the dryer. The fire was put out with two dry chemical extinguishers and a water extinguisher. There was a lot of smoke that traveled up the laundry chute and filled the third floor. The fire was possibly caused by excess lint build up. Total dollar loss was approximately \$2,000.00. One person was checked out by AMT for some smoke inhalation. He refused treatment and signed a refusal with AMT.

On March 26, 2008 Fire Fighters responded to a cement truck on fire at 2017 Mt. Vernon. Upon arrival found engine compartment fully involved with fire spreading into cab area. Fire extinguished with 1 ¾ inch line. Driver indicated that they where running concrete when whit smoke began to emit from under the hood. Noticed fire on hydraulic pump lines at the front of the truck. Driver complained of smoke inhalation. BLS care was given to driver. AMT transported to St. Francis Medical Center. Total dollar loss was approximately \$12,500.00.

On March 30, 2008 Fire Fighters responded to something burning beneath a porch at 1301 S. 7th Street. Upon arrival found flames coming from the front of the porch next to the stairs. Extinguished using pressurized water extinguisher. Material burning was plastic lattice covering the bottom of the porch next to the stairs, half of the 2' x 2' piece was burnt. Below the lattice was a pile of cigarette butts and burnt leaves. Fire was called in by a man walking past residence. Residence were notifies and Kerry stated the area is where she puts the remains of her cigarettes when she is outside. Total dollar loss approximately \$50.00.

Total calls for the month of March was 320 and are as follows:

Fires	18
Rescue and EMS	225
Hazardous Materials	8
Other types of calls	69

Total dollar loss for the month of March was approximately \$46,450.00.

Total calls for the month of February was 302 and are as follows:

Fires	8
Rescue and Ems	221
Hazardous Materials	12
Other types of calls	61

Total dollar loss for the month of February was approximately \$162,720.00.

Training Division **Training report for March 2008**

This has been an extremely busy month again with our fire fighters studying for the promotional exams. Many hours of self- study have been spent getting ready for the written exams. The fire fighters have also taken the engine and aerial ladder out for the hands-on portion of the driver's test.

We had 8 fire fighters go to Rock Island for a 40 hour TRT class, Structural Collapse Operations. This class is required as part of the validation drill in June in Champaign.

The EMT-I's have been challenging the required EMS protocol test on-line. All exams have to be completed by May.

I completed the ICS 700 class at the Tazewell County Health Department on March 4.

Other training at the stations includes review of all SOP's, critiques of fires that we have had recently, and EMS skills review.

Jamie Evans gave an excellent company inspection review at the monthly shift meetings for all 3 shifts. He went over the proper way to fill out a report and answered questions that arise when doing inspections. His power point presentation was a great hit!

Fire Prevention Report Pekin Fire Department

- March 3, 2008 Reviewed the new retirement home Grand Victorian.
- 4, 2008 SAFE Kids Meeting Peoria ,IL safety talks.
- 5, 2008 Health Insurance Committee Meeting City Hall
- 6, 2008 CPR Class at Lake Manor Nursing Home.
- 6, 2008 Reviewed the new Walgreen's Fire Sprinkler System.
- 8, 2008 1500 Fenley St House Fire.
- 10, 2008 Blood Pressure Checks at City Hall and Bus Building.
- 11, 2008 Fire Safety Bingo at John Evans Retirement Home
- 11, 2008 1500 Fenley St House Fire Follow Up.
- 12, 2008 Reviewed all Tazewell County Buildings Knox Box Keys.
- 12, 2008 Wilson School Fire Safety Talk 6th graders 60 kids.
- 17, 2008 Juvenile Fire setter Interview at Police Station.
- 17, 2008 Dirksen School Safety Talk 250 kids
- 18, 2008 800 ½ Charlotte apartment above garage complaint.
- 18, 2008 Jefferson School Safety Day Fire Talk
- 18,19,20 Inspections Class for the 3 shifts at shift meeting.
- 20, 2008 Child Car Seat Check at Station 1. 15 appointments
- 23, 2008 1205 Florence St apartment fire.
- 26, 2008 Juvenile Fire setter Interview at Station # 1.
- 31, 2008 ISO Incident Safety Officer Class Day 1.

March 2008 Vehicle Report

Rescue 2 fuel gauge repaired
Ladder 3 Intake valve rebuilt

Rescue 2 new cam sensor
Morton Body estimate
Fire 4 pick up serviced
Fire 2 serviced
Fire 1 blend door motor replaced
Brush 1 new EGR valve and map sensor
Speaker installed in basement Station 1
Fire 5 Pager reprogrammed
1 extinguisher replaced, 1 gauge repaired, 2 refilled
Engine 3 towed to truck center
Rescue 2 serviced
Fire 5 van serviced
EMS training
Purchased truck cleaning supplies
Picked up new trailer
Portable repaired at Ragons
Ladder 1 alternator and new regulator
Utility 1 serviced
Utility 2 serviced
Utility 3 serviced
Brush 1 serviced
Fire 3 serviced

This is a brief overview of March 2008 and February 2008' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department

City of Pekin

LIQUOR COMMISSION MINUTES THURSDAY, FEBRUARY 28, 2008 4:00 P.M. CITY HALL COUNCIL CHAMBERS

Chairman John McCabe called the meeting to order at 4:00p.m.

PLEDGE of ALLEIGENCE

ROLL CALL

The following members were present for roll: Chairman McCabe, Police Chief Gillespie, Dave Eitenmiller, Fire Chief Lauss, Holly Brown, Roy Bockler, and Gary Allen. Also present: Dave Tebben, Liquor Commissioner, Sue Bosich, Corporation Counsel, Joe Wuellner, Public Works Director and Sue McMillan, City Clerk.

APPROVAL OF AGENDA

Motion by Eitenmiller, seconded by Lauss to approve the February 28, 2008 Liquor Commission Agenda.
Motion passed

APPROVAL OF MINUTES

Motion by Gillespie, seconded by Brown to approve the December 20th, 2007 minutes as presented. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time.

HEARING: Chairman McCabe opened the Hearing at 4:12pm – Kouri's stipulated to the facts. Hearing closed at 4:17pm.

Discussion: Kouri's spoke and said how embarrassed they were, had to tell parents, 13 years without any problems, and very serious about controlling underage drinking.

NEW BUSINESS

Bevo Pizza II, LLC dba CiCi's Pizza application: Application complete, but the residency requirement of the Manager. Bill Beveridge, owner and manager lives in Peoria.

Discussion followed: The City of Pekin's Liquor Code requires Owner and/or Manager to be a resident of the City in order to obtain a liquor license. Attorney Bosich stated the State Liquor Code is the same. Can the City amend the Code? Attorney Bosich will have to research, but stated the City can not be less restrictive than the State Code, but more restrictive.

The Beveridges spoke on behalf of CiCi's pizza and asked if a Manager they have in Green Valley would work. This is in the County, not the City. Bill Beveridge said they will be small scale, will have locked coolers, good staff at the Pekin store. It would be too cost prohibitive to send another employee to Manager's school; that takes about 8 weeks.

Motion made by Allen, seconded by Eitenmiller to approve the liquor license.

Discussion followed: Chief of Police stated we can not violate the State Code on residency requirement.

Recommendation to Motion they have to live in Pekin City limits. It's in the City of Pekin's Liquor Code, will have to follow that.

Motion to grant CiCi's a liquor license did not pass. Aye: Allen and Eitenmiller – Nye: Police Chief, McCabe, Bockler - Lauss and Brown abstained.

Mrs. Beveridge asked if the Commission would consider granting them a liquor license on the condition they hire a qualified manager that lives in the City limits if they would qualify to receive a City of Pekin Liquor

License. It was stated to the Beveridges that this Commission is an Advisory Commission to the Liquor Commissioner and only sends recommendations. If after the 180 days and there is no resident Manager on staff, then this recommendation is null and void and Bevo Pizza, LLC dba CiCi's Pizza will have to re-apply. A background check would need to be done on the new Manager.

Motion by Eitenmiller, seconded by Lauss that Bevo Pizza II, LLC, dba CiCi's Pizza recommends that they receive a Liquor License with a Conditional Grant being they have 180 days to meet residency requirements on a Manager on site of said licensed premises unless there is a change in the Liquor Code. Motion passed.

Nikki's Bottom's Up, Inc. dba Jac's Dog House liquor application – Application complete, but the Liquor Liability Insurance – Aaron Rogers, owner/manager is in attendance.

Discussion followed: Roy Bockler asked Aaron Rogers how long he was a resident of Pekin, did not see this on the application. Mr. Rogers stated he is a life-long Pekin resident. Bockler asked about the "clear view" from the street. Mr. Rogers stated he does not take possession until May 1st, has site plans for remodeling in the Inspections Department already. Possibly putting a window in on Broadway Road side of building. Fire Department would have to go out and issue a new occupancy permit.

Motion made by Allen, seconded by Eitenmiller to recommend a liquor license with a Conditional Grant of providing Liquor Liability Insurance within 90 days to meet the requirements. Motion passed.

Discussion followed: Bockler stated that future expansion of the Beer Garden will have to come back before the Liquor Commission and the liquor license would be amended at the time.

Bockler requested that the Commission review the Liquor Code then pass on the recommendations to Council. Bockler asked about Quick Pic and if they were up to code.

Discussion followed: VonRohr stopped at Quick Pic and made his recommendation to Attorney Bosich. VonRohr felt that the majority of his business was liquor and not lottery tickets or food items. Opinion was Quick Pic was within the Liquor Code. Bosich stated she could request to see the books. If he was in violation of the Liquor Code, the Police Department would do another investigation and this would not become a part of the Liquor Commission. Eitenmiller felt there should be a physical separation between the liquor and the convenience store. Bockler referred this back to the City Attorney and Police to investigate and have this come before the next Liquor Commission meeting. McCabe instructed to have Liquor Liaison VonRohr put on the next Agenda regarding Quick Pic.

Motion by Eitenmiller, seconded by Lauss to go into a Closed Hearing, all in favor with Holly a Nay. Motion passed. Public was dismissed.

Discussion followed: Questions arose about a closed Hearing. Holly stated if a closed meeting then nothing talked about leaves this room.

Kouri's, 1st offense, no priors.

Motion made my Holly, seconded by Lauss that Kouri's receive a Letter of Reprimand and pay Hearing Costs. Motion passed.

Discussion followed: McCabe stated he knew the young man personally, was a graduate of Pekin High. Eitenmiller stated he had heard that this young man was in several liquor establishments through out the night.

Any Other Business to Come Before the Commission:

None

Meeting adjourned at 5:30P.M. Next Meeting: Thursday, March 27th, 2008 at 4:00pm

Respectfully submitted Paula Gensel

WHEREAS, the YWCA of the U.S.A. has been committed to racial justice and human rights for more than 150 years; and

WHEREAS, the mission of the YWCA is the Empowerment of Women and Girls and the One Imperative is the Elimination of Racism; and

WHEREAS, the One Imperative of the YWCA is a goal statement formally expressed in these words: "To thrust our collective power toward the elimination of racism wherever it exists and by any means necessary; and

WHEREAS, racism is any attitude or act by any individual or institution that discriminates on the basis of color; and

WHEREAS, racism, bigotry and hate remain far too prominent in our public institutions, news and entertainment media, political discourse, laces of work, schools and neighborhoods; and

WHEREAS, the YWCA of Pekin, for over 79 years has shared the mission and One Imperative of the YWCA of the U.S.A.; and

WHEREAS, by examining institutional practices, racism can be addressed and eliminated.

NOW, THEREFORE, BE IT RESOLVED that I, R. David Tebben, Mayor of the City of Pekin, Illinois, do hereby proclaim April 28th, 2008 as

"YWCA National Day of Commitment to Eliminate Racism"

in the City of Pekin, Tazewell County, Illinois and urge citizens to recognize it as a day to take steps to eliminate racism in their homes, schools, and workplaces.

ADOPTED, this 28th day of April, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, in recognition of many years of unselfish human services by the many Pekin AMBUCS; and

WHEREAS, AMBUCS have helped the Boys and Girls Club of Pekin, YWCA, Shade Memorial Youth Camp, and other local charities in the past and will continue that support in the future; and

WHEREAS, AMBUCS have helped the handicapped children through Illinois River Valley Special Recreational Association; and

WHEREAS, AMBUCS through Living Endowment, Inc. have been able to help thousands of students complete their education in a field of therapy by their national sponsorship of "Scholarships for Therapists"; and

WHEREAS, the partnership of the community and members of the AMBUCS Chapter of Pekin are working together living up to the principles of "Americanism, Brotherhood and Character" in their unselfish gifts of service to others;

NOW, THEREFORE, BE IT RESOLVED that I, R. DAVID TEBBEN, Mayor of the City of Pekin, Tazewell County, Illinois, in recognition of this, do hereby proclaim April 28th, 2008 through May 2nd, 2008 as

"AMBUCS WEEK"

in the City of Pekin, Tazewell County, Illinois, to commemorate the activities of the Pekin Chapter of AMBUCS and urge all our citizens to support the Annual Charity Auction on Friday, May 2, 2008.

PROCLAIMED this 28th day of April, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, safety is the highest priority for the highways and streets of our city and state; and

WHEREAS, the great state of Illinois is proud to be a national leader in motorcycle safety and motorcycle education; and

WHEREAS, motorcycles are a more common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the motorcyclists of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education) continually promote motorcycle safety, education and awareness to high school drivers' education programs and to the general public in our city and state, presenting motorcycle awareness programs to over 100,000 participants in Illinois in the past three years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education and awareness to the citizens of our city and state; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations for the enhancement and support of these organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of the roadways within the City of Pekin, and throughout the great State of Illinois:

NOW, THEREFORE, BE IT RESOLVED that I, R. DAVID TEBBEN, Mayor of the City of Pekin, Tazewell County, Illinois, in recognition of the 21st Anniversary of the efforts of A.B.A.T.E. of Illinois, Inc. and the other 558,000 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the month of May, 2008, as

"MOTORCYCLE AWARENESS MONTH"

in the City of Pekin, Tazewell County, Illinois, and urge all motorists to join in an effort to improve safety and awareness on our highways.

ADOPTED, this 28th day of April, in the Year of Our Lord, Two Thousand Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN

WHEREAS, the Supportive Living Program has proven to be one of the most successful models for affordable assisted living in the country, and offers seniors and persons with disabilities care, compassion, comfort and cost in an environment that helps promote independence and wellness; and

WHEREAS, there are 147 Supportive Living facilities with over 11,000 apartments operating or soon to be operating throughout Illinois; and

WHEREAS, Supportive Living is the largest federal Medicaid home and community-based assisted living waiver program in the country with 11,500 persons that can be served annually; and

WHEREAS, these services, such as medication supervision, personal care, homemaking, laundry, and a 24-hour staff to meet resident's scheduled and unscheduled needs, promote and active, independent lifestyle for residents; and

WHEREAS, research has shown that there are positive health benefits associated with socialization, keeping active, and having one's health status monitored to provide early detection and treatment; and

WHEREAS, by combining apartment-style housing with these services, residents can live independently and take part in decision-making where personal choice, dignity, privacy and individually are emphasized; and

WHEREAS, Supportive Living is cost-effective for the State as rates are lower for residents of supportive living facilities who might otherwise reside in nursing facilities

NOW, THEREFORE, BE IT RESOLVED that I, R. David Tebben, Mayor of the City of Pekin, Illinois, do hereby proclaim April 28th through May 2, 2008 as

"SUPPORTIVE LIVING WEEK"

in the City of Pekin, Tazewell County, Illinois and hereby encourage seniors and persons with disabilities to take advantage of the program whenever possible

ADOPTED, this 28th day of April, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

TAZEWELL COUNTY HEALTH DEPARTMENT
WEST NILE VIRUS GRANT INFORMATION SHEET

ENTITY: City of Pekin

CONTACT NAME: Ronald W. Sieh (Code Enforcement Officer)

ADDRESS: 111 S. Capitol Street, Pekin

PHONE: (309) 477-2315 EMAIL: Rsieh@ci.pekin.il.us

1. LIST PLANS FOR USE OF MONIES GRANTED

see attached

2. PROPOSED SPENDING PLAN

see attached



SIGNATURE OF REPRESENTATIVE

April 14, 2008
DATE

RETURN TO: **Melissa Goetze**
Tazewell County Health Department
21306 IL Route 9
Tremont, IL 61568

309-925-5511 EXT. 286
FAX 309-925-4100



City of Pekin Inspection and Zoning

111 South Capitol Street • Pekin, Illinois 61554 • (309) 477-2315

April 14, 2008

RE: West Nile Virus Grant

1). Plan for use of Monies

- a). Public Education
 - Inform citizens about mosquito-transmitted diseases
 - Life cycles of mosquito's
 - Habitat and Food sources
 - Safety concerns
- b). Public service announcements on government access channel
- c). Informational brochures or handouts
- d). Tire drives to eliminate discarded tires
- e). Informational hand-outs on reduction of junk and clutter

2). Proposed spending plan

- a). Incorporate tire drive and debris removal into the 2 annual Spruce up Pekin events to eliminate the cost to the citizens for disposal of tires and debris.
- b). Print and distribute informational handouts or brochures on where to dispose of tires and debris with dates for the clean-ups.
- c). Distribute information and incorporate public service announcements on government access channel detailing the safety concerns and precautionary measures on what West Nile Virus is and how to prevent it from becoming a public hazard.
- d). Gas and mileage costs for enforcement officers to apply larvicide's tablets to problem areas, such as pools and ponds at foreclosed or abandoned houses.

TAZEWELL COUNTY HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309-925-5511

WEST NILE VIRUS CONTRACT

THIS AGREEMENT is entered into by and between the City of Pekin
(hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body
politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide grants in the amount from \$500 to \$5000 determined by the submitted proposed spending plan from the GRANTEES. The COUNTY has a maximum \$5000 and monies will be shared amongst GRANTEES. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on the date of this Agreement and end on **12-31-08**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement will have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The GRANTEE agrees that all grant monies will be used in support of and in connection with the COUNTY approved West Nile Virus program. The COUNTY will monitor the West Nile Virus program. Failure of GRANTEE to comply with this Plan will require forfeiture of all unused grant funds. GRANTEE must have prior approval from the COUNTY prior to any spending or program changes from the proposed spending plan.

GRANTEE will use and submit to the COUNTY the standing water report forms provided by the COUNTY. This report states where standing water was discovered and what was done to correct the issue.

GRANTEE agrees to prepare and submit an end of the year report detailing program expenditures by **12-31-08** to the COUNTY.

The GRANTEE agrees to comply with all laws and shall properly credit Tazewell County Health Department on any written materials.

TAZEWELL COUNTY

By: _____

Dated: _____

GRANTEE
By: 

Dated: April 14, 2008

Pekin Planning Commission Minutes

April 9, 2008

Present:

Jim Bradshaw
Ron Knautz, Chairman
Steve Huey
Chad Schmidgall
Don Hild
Richard Cohenour
Bill Craig, Vice Chairman
Michele Long

Absent:

Angel Gibson

Chairman Ron Knautz led the Pledge of Allegiance.

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

Staff Present: Ron Sieh, Joe Wuellner and Attorney Bosich.

Chairman Ron Knautz asked for approval of the Agenda.

MOTION by Jim Bradshaw, Seconded by Chad Schmidgall to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Ron Knautz asked for approval of the March minutes.

MOTION by Dick Cohenour, Seconded by Bill Craig to Approve the Minutes as presented for March Meeting. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

Not Available at time of meeting.

PPC Correspondence: No Correspondence

Application #1: Ray Wallin, Beck Oil Special Use with Site Plan

Hearing #1: Special Use for a Drive-Thru Window for Beck Oil with a Legal Description and address as follows: North 63.5 feet of Lot 11; East 197 feet of Lot 12 EXCEPT the South 33 feet; All in Haas of the Addition of the City of Pekin, commonly known as 317 Derby.

Open Public Hearing: 6:32

Ray Wallin & Bill Smith were present for questions.

Dan Cullinan from 1226 S. 3rd asked what the hours would be of the Drive-Thru.

Michele Long commended the applicant on providing a complete site-plan for the request.

Jim Bradshaw asked for Clarification that the request was for a Drive-Thru for a Convenient Store/Liquor Store.

Bill Smith confirmed that is what the request is for. He stated that 3-5 years ago the company came here with the same request. Approval was given for the Drive-Thru Window and the Liquor License was issued. The Company would like to be on a level playing field with Broadway Liquor.

Jim Bradshaw asked if a Liquor License had been issued.

Bill Smith responded no it has not, due to missing information on the application.

Ron Sieh interjected that last time when they were approved for the Drive-Thru they did not get built so that is why they are here to re-submit.

Bill Craig reminded the applicant there was a question on the hours.

Bill Smith responded that hours had not been established yet. They will be set according to demand of customers. Usually Friday and Saturday service will be until 1 am.

Chad Schmidgall brought to the attention of the applicant that on the Northside of the Site Plan it looks like encroachment.

Ron Sieh stated that a plat of survey will be required along with Code requirements that a privacy fence be erected where a residential area abuts a business.

Don Hild questioned the parking spaces.

Bill Smith stated the four extra spaces were not counted as part of the 19 provided for public parking.

Close Public Hearing: 6:45 pm

Site Plan Review Committee: Don Hild, Chairman

MOTION by Don Hild, seconded by Chan Schmidgall to approve the Site Plan for the Special Use for a Drive-Thru window for Beck Oil. **On roll call vote, all present voted AYE. MOTION PASSED.**

Special Use Review Committee: Dick Cohenour, Chairman

Jim Bradshaw stated that the Drive-Thru for sale of Liquor is an expansion of a Liquor License which is no longer under the jurisdiction of the Planning Commission. He feels liquor sales should be walk-in only.

MOTION by Don Hild, seconded by Bill Craig to approve the Special Use for a Drive-Thru window for Beck Oil. **On roll call vote, (8) Eight present voted AYE and (1-Jim Bradshaw) One present voted NAYE. MOTION PASSED.**

Chairman Ron Knautz adjourned the meeting.

Meeting adjourned at 7:00pm.

Melissa Flatley, Secretary Pro-Temp
Pekin Planning Commission

Pekin Planning Commission
April 9, 2008

HEARING #08-1764

The Pekin Planning Commission recommends to Approve the Site Plan for the Special Use for a Drive-Thru for Convenient/Liquor Sales for Beck Oil located at 317 Derby Street to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman

Pekin Planning Commission
April 9, 2008

HEARING #08-1765

The Pekin Planning Commission recommends to Approve the Special Use for a Drive-Thru for Convenient/Liquor Sales for Beck Oil located at 317 Derby Street to the Pekin City Council.

Ron Knautz, Chairman

Bill Craig, Vice-Chairman



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: Proposed City/County Enterprise Zone Amendment
Rail Splitter (Wind Farm) Project Side Letter

AGENDA DATE REQUESTED: April 28, 2008

ACTION REQUESTED: Approval of the Side Letter to the Enterprise Zone Amendment and Intergovernmental Agreement.

BACKGROUND: The City of Pekin/Tazewell County Enterprise Zone Ordinance and Intergovernmental Agreement were amended at the April 14, 2008, City Council Meeting. Some items need to be covered outside the actual Enterprise Zone Ordinance since they are unique to this particular project. That amendment did not specifically address the sharing of the Certification fee between the City and the County. That amendment also did not specify how the Enterprise Zone amended area would be reduced from 0.7336 to 0.1744 square miles after the Wind Farm project was completed. In addition, the amendment did not have a provision eliminating the expanded area if, for whatever reason, the project did not happen.

FINANCIAL IMPACT: The only impact would be that the City of Pekin and Tazewell County would receive equally share the \$300,000 Certification Fee for allowing the addition of the project to the Enterprise Zone.

NEIGHBORHOOD CONCERNS: None to City residents.

IMPACT IF APPROVED: This Side Letter would specify the equal sharing of the Certification Fee, clarify the Post-Construction area added to the Enterprise Zone and add language should the project not materialize.

IMPACT IF DENIED: No Certification fee or other protection.

ALTERNATIVES: Project would not be in the Enterprise Zone

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with a Prosperous Community theme.

REQUIRED SIGNATURES

Department Director

Finance Department

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager



808 Travis St.
Suite 700
Houston, TX 77002
713.265.0350 Office
713.265.0365 Fax
www.horizonwind.com

April __, 2008

Dennis Kief
City Manager
City of Pekin
111 South Capitol St.
Pekin, Illinois 61544

Jim Unsicker
County Board Chairman
Tazewell County
11 S. 4th Street
Pekin, Illinois, 61554

Re: Rail Splitter Wind Energy Project

Dear Mr. Kief and Mr. Unsicker:

Rail Splitter Energy LLC ("Rail Splitter") is planning to develop the Rail Splitter Wind Energy Project consisting of an approximately 100.5 megawatt wind powered electrical generation facility located in unincorporated Tazewell County, Illinois (the "Project").

In connection with the development of the Project, Rail Splitter is requesting that certain resources be allocated by and services be provided by the City of Pekin (the "City") and Tazewell County (the "County"). Additionally, the City and the County are requesting that Rail Splitter assist in taking action to amend the boundaries of the Enterprise Zone in the future.

Allocation of City and County Resources Related to Enterprise Zone

Rail Splitter has requested (A) that the Pekin/Tazewell County Enterprise Zone (the "Enterprise Zone") be amended (i) to extend the boundaries to include the Project and (ii) to make other amendments and modifications necessary for the Project to obtain sales and use tax exemption benefits under the Retailers' Occupation Tax Act by reason of being located in Enterprise Zone, and (B) that the City and the County take formal action to authorize such an Enterprise Zone amendment (the "Amendment").

Rail Splitter understands that Steve Brown, the Economic Development Coordinator of the City of Pekin, is also the Zone Administrator of the Enterprise Zone on behalf of the City and the County. Rail Splitter also understands that the review of the Amendment to the Enterprise Zone will require the allocation of resources of the City and the County, including the incurrence of

general administration and other costs by the City and the County and the allocation of the time of the Zone Administrator and other officials and employees involved in the administration of the Enterprise Zone, which resources are expended for the benefit of all the units of local government participating in the Enterprise Zone.

Terms of Payments to the City

In recognition of the costs, time and resources expended by the City and the County in connection with Rail Splitter's request to implement the Amendment, Rail Splitter agrees that:

If the Amendment to the Enterprise Zone proposed by Rail Splitter is approved by formal action of the governing bodies of each unit of local government for which such approval is required under the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.*, and such Amendment is certified by the Illinois Department of Commerce and Economic Opportunity and a Certificate of Eligibility for Enterprise Zone Sales Tax Exemption is issued with respect to the Project (the "Certificate") by the Zone Administrator and such approval, certification and Certificate are in all respects (including in relation to all documentation) in the form proposed or otherwise agreed to by Rail Splitter, Rail Splitter will pay a certification fee in the amount of \$300,000 to be paid as follows: (i) \$125,000 is to be paid to the City of Pekin Treasurer upon receipt of the Certificate (the "Initial Payment"), (ii) \$125,000 is to be paid to the City of Pekin Treasurer once Commercial Operation of all of the electric wind turbines generators which are part of the Project has occurred (the "Final Payment") and (iii) \$50,000 is to be paid to the City of Pekin Treasurer on the anniversary of the Final Payment (the "Closeout Payment" and together with the Initial Payment and the Final Payment, the "Certification Fee"). The Certification Fee is to be shared between the City and the County equally. Within ten (10) days' of receipt by the City of Pekin Treasurer of each of the Initial Payment, the Final Payment and the Closeout Payment, the City of Pekin Treasurer shall pay one half (1/2) of the amount received under such Initial Payment, Final Payment or Closeout Payment, as applicable, to the County. For purposes of this letter, "Commercial Operation" with respect to an electric wind turbine generator shall be deemed to have occurred once such electric wind turbine generator has been erected, is operable and is producing energy.

The Certification Fee shall only be due and payable if the Amendment to the Enterprise Zone proposed by Rail Splitter is approved by formal action of the governing bodies of each unit of local government for which such approval is required under the Act, such Amendment is certified by DCEO and the Certificate is issued and such approval, certification and Certificate are in all respects (including in relation to all documentation) in the form proposed or otherwise agreed to by Rail Splitter. The Certification Fee shall constitute the entirety of the payments due from Rail Splitter with respect to the Amendment.

Amendment to Alter the Boundaries Post-Development

As indicated above, Rail Splitter has requested that the City and County take formal action to authorize the Amendment so as to expand the boundaries of the Enterprise Zone by 0.7336 square miles for the development of the Project (such area, the “Rail Splitter Expansion Area”). Upon completion of the development of the Project, the City and County wish to alter the boundaries of the Enterprise Zone by removing certain land in the Rail Splitter Expansion Area which will be used by Rail Splitter during the development of the Project, but which will not be used by Rail Splitter in the continued operation of the Project (such final area, the “Final Rail Splitter Expansion Area”).

In recognition of the desire of the City and the County to later amend the Enterprise Zone to reduce the size of the Enterprise Zone to exclude any land in the Rail Splitter Expansion Area that is not used by Rail Splitter in the continued operation of the Project, Rail Splitter agrees that:

After Commercial Operation of all of the electric wind turbines generators which are part of the Project has occurred, Rail Splitter will work with the City and the County to amend the Enterprise Zone so that the portion of the Rail Splitter Expansion Area which is not needed for the continued operation of the Project is removed from the Enterprise Zone (the “Final Amendment”). Rail Splitter currently estimates that it will require approximately 0.7336 square miles of land in the Enterprise Zone to develop the Project and that it will require approximately 0.1744 square miles (although such area may ultimately be more or less) of land in the Final Rail Splitter Expansion Area for continued operation; it being acknowledged and agreed that Rail Splitter will make the final determination of the size of the square miles to remain within the Final Rail Splitter Expansion Area. If more than 0.2000 square miles remains in the Final Rail Splitter Expansion Area after the Final Amendment, Rail Splitter shall pay an additional fee in an incremental amount equal to (i) the number of square miles in the Final Rail Splitter Expansion Area which exceed 0.2000 square miles multiplied by (ii) an amount equal to the Certification Fee divided by 0.2000 (such additional fee, the “Contingent Fee”). Such fee shall be payable to the City of Pekin Treasurer within thirty (30) days’ after the Final Amendment is certified by the Illinois Department of Commerce and Economic Opportunity . Within ten (10) days’ of receipt by the City of Pekin Treasurer of the Contingent Fee, if any, the City of Pekin Treasurer shall pay one half (1/2) of the amount received under such Contingent Fee, to the County.

Amendment to Alter the Boundaries if the Initial Completion Test is not Satisfied

As indicated above, Rail Splitter has requested that the City and County take formal action to authorize the Amendment to the Enterprise Zone to add thereto the Rail Splitter Expansion Area. In connection therewith, the City and the County wish to remove the Rail Splitter Expansion Area from the Enterprise Zone if none of the electric wind turbine generators which are part of the Project achieves Commercial Operation by the date which is thirty (30) months from the date of this letter.

In recognition of the desire of the City and the County to remove the Rail Splitter Expansion Area if none of the electric wind turbine generators which are part of the Project achieves Commercial Operation by the date which is thirty (30) months from the date of this letter, Rail Splitter, the City and the County agree that:

If none of the electric wind turbine generators which are part of the Project achieves Commercial Operation by the date which is thirty (30) months from the date of this letter, (i) Rail Splitter will work with the City and the County to amend the Enterprise Zone to alter the boundaries by removing the Rail Splitter Expansion Area therefrom, and (ii) the City and County shall refund to Rail Splitter eighty percent (80%) of all amounts previously paid as part of the Certification Fee, including the Initial Payment, the Final Payment and the Closeout Payment. The City and County shall retain twenty percent (20%) of all amounts of the Certification Fee previously paid as of such date.

Please confirm that this letter accurately sets forth the terms of our agreement with respect to the matters set forth herein by signing below and returning an original copy to my attention.

Sincerely,

Rail Splitter Energy LLC

By:_____

Its: _____

Name: _____

ACKNOWLEDGED AND AGREED:

City of Pekin

By:_____

Its: _____

Name: _____

Tazewell County

By: _____

Its: _____

Name: _____



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Tourism Grant – Pekin Dragon’s Dome - NSA Girls Qualifier Softball Tournament

AGENDA DATE REQUESTED: April 28th, 2008

ACTION REQUESTED: Approval of Visitors Bureau Grant

BACKGROUND: Visitor’s Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)

Final papers were satisfactorily submitted for the NSA Girls Qualifier Softball Tournament, age divisions of 12 and 14 years. Held February 29th through March 2nd. Approximately 800 people in attendance for the tournament with 109 hotel rooms booked for the event. I would recommend that their grant in the amount of \$1,833.00 (1/3 of 5,499.00 in expenses) be approved.

ECONOMIC IMPACT IN COMMUNITY: \$79,048.00

FINANCIAL IMPACT: \$1,833.00 for the event (Budgeted line item from Hotel/Motel Tax Revenue)

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Payment made for successful event

IMPACT IF DENIED: The potential of financial hardship for continuance of this tournament

ALTERNATIVES: No options available

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme. Boost in added income for local restaurants, shopping, and gas.

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

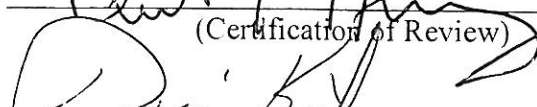
Corporation Counsel

(Certification of Review)

Date

City Manager

Date



4-23-08

4/24/08

rec'd - 3-26-08

Rec'd - 4-1-08



Grant Pre-Application

Please select the grant for which you are applying

☒ Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)

☐ Community Event Grant (for Pekin nonprofit groups planning a community event - amount not to exceed 50% total cost of event, or \$500.00, whichever is less)

Organization Name

Dragons Dome

Contact Person

Cindy Galyean

Address

3401 Griffin Ave.

Phone

346-4123

Fax

346-4124

E-mail

cgalyean@dragonsdome.com

Is the organization certified not-for-profit

No

Event Description:

Event Name

NSA Qualifier

Description

Softball Tournament

Location

Dragons Dome

Date

2/29 - 3/2/2008

Start Time

7:00 am

End Time

11:30 pm

Will food and beverages be available

yes

Do you have an authorized liquor license?

yes

Describe the alternate plan if inclement weather occurs

Weather is not a factor

Event Attendance (estimated):

Estimated Number of attendees

850

Number of guests staying in Pekin Hotels

750 +

Estimated Number of Hotel Rooms booked

200

Distance guests will travel (in miles)

300 +

Describe how this event will bring visitors to Pekin

Tournament play Fri - Sat

Describe any "spin off" local events from overnight guests

Event History:

Number of years this event has been held: 15

Number of attendees last year:

Number of guests staying in Pekin Hotels last year:

List the profit or loss for last year's event:

Publicity:

What methods will this event be publicized (attach a marketing plan if available):

NSA National Website
layNSA.com

Please check what kind of media coverage you expect to attract

☒ Local

☐ Regional

☒ State

☒ National

☐ International

If a grant is awarded, the Pekin Visitor's Bureau must be acknowledged in all media and advertising.

Budget:

Total amount estimated from the Pekin Visitor's Bureau

\$2200.00

For Visitor's Bureau grant (for groups bringing overnight visitors to Pekin) amount not to exceed 1/3 total cost of event, or \$5,000.00 whichever is less. For Pekin nonprofit groups planning a community event amount is not to exceed \$500.00.

Please specify the use of funds being requested:

Expenses of Tournament

Please attach a copy of your estimated budget, listing all expenses and other revenue sources. I have read and agree to comply with the attached "City of Pekin Policy for Visitor's Bureau Program".

Submitted by:

[Signature]

Date

3/13/08

<<

For Office Staff:

☐ Application eligible for grant funds:

(list amount and date approved)

☐ Grant Eligibility Denied

(list date denied)

Signed by:

Date

Pekin Visitor's Bureau Comments

Distribute to

☐ City Clerk

☐ Police Chief

☐ Fire Chief

☐ Accounting

☒ Economic Development Coordinator

☒ City Manager

Paul Anderson

NSA Qualifier
Feb 29 - March 2, 2008

INCOME

REGISTR	\$6,300.00	21 Teams
TOTAL	\$6,300.00	

EXPENSES

Umpires	\$2,490.00	
Awards	\$112.00	
NSA Fees	\$525.00	\$25 per team
Softballs	\$572.00	11 Doz @ \$52.00
Dir Fee	\$350.00	
UIC Fee	\$250.00	
Payroll	\$300.00	
Utilities	\$1,000.00	
Bid	\$1,200.00	
TOTAL	\$6,799.00	



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragons Dome
Contact Person: Cindy Calyearn
Address: 3401 Griffin Ave
City, State, Zip: Pekin, Ill 61554
Phone: 346-4123

Date(s) of Event: 2/29 - 3/2/2008

Amount of Grant Requested: \$ 2,200.00
(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (attach list of expenses): 6799.00

Total Income from Event (attach list of revenues): 6300.00

Publicity (attach copies)

Actual Attendance: 800 +

Number of hotel rooms used (specify hotel): Concorde 72 H. Inn 37

Hotel Representative: Cindy Calyearn

Brief narrative report on completed project: Indoor Tournament with 21 Teams - Lodging, Eating, Shopping in Pekin

Economic Impact:

Number of People: 800 multiply by \$89 per day = \$ 71,200

Number of Nights: 109 multiply by (room rate) = \$ 7,848

Total = \$79,048

DUDLEY SPORTS Men's Super World Series



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Who's Online

There are currently, 0 guest(s) and 14 member(s) that are online

You are Anonymous user.
You can register for free by clicking here

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Welcome to PLAYNSA.COM.
National Softball Association, Inc.

Official Website of the National Headquarters Ofc
Established in 1982 by Hugh Cantrell in Lexington, Kentucky.
The National Softball Association is a full service organization
that offers a division of play and a level of competition that
YOUTH through ADULT can enjoy.

NEWS RELEASE: 2008 TEAM REGISTRATIONS ARE OPEN!!!!

2008 Team Registrations are now open and you can start signing up NOW to receive your 2008 sanction number!

If you have any questions, please contact your state director.....

Thanks for playing NSA!

Posted by nsa on Monday, November 26 @ 20:45:20 CST
([Read More...](#) | [NEWS RELEASE](#) | Score: 1)

World Series News: 2008 NSA Girl's Fast Pitch World Series Dates and Locations

2008 Class A 18U and Class B 18U --
Birmingham, AL
July 15-20
Divisions 18U for all 50 states and Canada
For more information go to www.nsafastpitchworldseries.com

Class A

2008 Class A East - Columbus, OH
July 20-27
Divisions - 10 U - 16 U and 8 U Coach Pitch
For more information go to: www.nsafastpitchworldseries.com

2008 Class A West - Reno, Nevada

Search:

Team Points

Adult

JM2 Landscaping/Aim High 520
BallzDeep-Tampa 510
Worth Sports/RPN 470

Youth

Charlotte Blaze Red 12U 300
Indy Diamond Chix - 12u 300
Alexander Gold 10U 285

[Click Here for More Lists](#)

National Convention



2008 National Convention

Player Forms

[Player Release Form](#)

How to Qualify

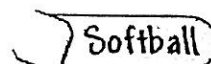
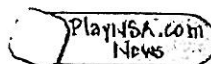
NEW! RINGS



[How to Qualify for the NSA and Dudley Men's Super World Series](#)

[NSA and Dudley Men's Super World Series NIT Tournament List](#)

[Image Gallery](#)



DUDLEY SPORTS

Men's Super World Series



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Dragon's Dome WSQ 12U

Age: Youth 12 | Class: Class A, Class B | Division: Girls

February 29, 2008 - March 02, 2008

Great teams, great play

Age	Placement	Team Name	State	Won	Lost	Ties	World Series
12u	1	Quad city Firebirds	IL	5	0	0	✓
12u	2	DIAMOND CHIX	MO	4	1	0	✓
12u	4	Illinois Thunder 12 U	IL	3	1	0	
12u	5	Quad City Demon Dreamers	IA	2	2	0	
12u	6	Elmwood Park Lady Tigers	IL	1	3	0	
12u	7	Heartland Heat	IL	1	3	0	
12u	8	BNGSA Angels 11's	IL	0	3	0	
12u	9	East Peoria Express	IL	1	2	0	
12u	10	Diamond Queens 12u	IN	0	3	0	
12u	11	Black Widows Red 12U	IL	1	2	0	



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SCHUTT SPORTS

Girl's Fastpitch Super NIT Scholarships



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Dragon's Dome WSQ 14U

Age: Youth 14 | Class: Class A, Class B | Division: Girls

February 29, 2008 - March 02, 2008

MISSOURI VS IOWA

Age	Placement	Team Name	State	Won	Lost	Ties	World Series
14u	1	Xplosion	IN	5	0	0	✓
14u	2	Muscatine Maniacs	IA	4	1	0	✓
14u	3	St Louis Angels	MO	1	3	0	
14u	4	Mid Illinois N~tensity	IL	2	2	0	
14u	5	Quad City Shockers	IL	2	1	0	
14u	6	Midwest Sluggers Orange	IL	2	2	0	
14u	7	Bureau County Blaze 14U Red	IL	1	2	0	
14u	8	Phlash	IL	0	3	0	
14u	9	Orland Park A's 14U Green	IL	0	3	0	



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ORDINANCE NO. 2552-07/08

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 2,
OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING
OFFENSES/MISDEMEANORS**

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form, contains within Title 6, Chapter 2 on Offenses/Misdemeanors;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend Title 6, Chapter 2, Offenses/Misdemeanors;

WHEREAS, the City desires to reduce, eliminate and curb illegal drug activity, illegal firearm activity, and illegal driving under the influence and while license suspended or revoked in the City by supplementing the criminal laws with a civil penalty; and

WHEREAS, the penalty herein provided is found by the City Council to be large enough to function as a deterrent (to induce vehicle owners to refrain from illegal activity in the vehicle and to ask borrowers questions about the uses to which the vehicle will be put, and to refrain from lending the vehicle whenever the owner has misgivings about items that may find a temporary home in the vehicle), but not so large as to be grossly out of proportion to the activities that the City is seeking to deter; and

WHEREAS, the penalty herein provided will serve the deterrent purpose of reducing, eliminating and curbing illegal drug activity, illegal firearm activity, and illegal driving under the influence and while license suspended or revoked in the City; and

WHEREAS, it is in the best interests of the health, safety, and welfare of the residents of the City of Pekin, Tazewell County, Illinois that the Police Officers of the City be authorized to seize and impound motor vehicles under the conditions and subject to the provisions herein contained:

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

That Title 6, Chapter 2 of the Code of the City of Pekin, Tazewell County, Illinois be, and the same hereby is, amended as follows by adding a Section 11 entitled "Seizure and Impounding of Vehicles" which shall read as follows:

6-2-11 SEIZURE AND IMPOUNDING OF VEHICLES

6-2-11-1 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. The term "Controlled Substance" means any substance as defined and included in the schedule contained in Article II of the Illinois Controlled Substance Act (720 ILCS 570/1201) and cannabis as defined in §1 of the Cannabis Control Act (720 ILCS 550/11 *et seq.*)

B. The term "Drug Paraphernalia" means any equipment, product, and/or materials as defined in §2 of the Drug Paraphernalia Act (720 ILCS 600/2).

C. The term "Driving Under the Influence" means any violation as defined in §11-501 of the Illinois Vehicle Code (625 ILCS 5/11-501).

D. The term "Driving While License, Permit or Privilege to Operate a Motor Vehicle is Suspended or Revoked" means any violation as defined in §6-303 of the Illinois Vehicle Code (625 ILCS 5/6-303).

E. The term "Hearing Officer" means a licensed attorney who is not an officer or employee of the City.

F. The term "Operation of a Motor

Vehicle without a Valid Driver's License" means a violation of §6-101 of the Illinois Vehicle Code, as amended from time to time (625 ILCS 5/6-101).

G. The term "Owner of Record" means the record title holder to a motor vehicle.

H. The term "Unlawful Use of Weapons" means a violation of §24-1 of the Criminal Code of 1961 (720 ILCS 5124-1).

6-2-11-2 VEHICLES SUBJECT TO SEIZURE AND IMPOUNDING.

A motor vehicle shall be subject to seizure and impoundment under this Chapter where such motor vehicle is used in the any of the following:

- A. the possession or delivery of a Controlled Substance or Drug Paraphernalia;
- B. Driving Under the Influence;
- C. Driving While License, Permit or Privilege to Operate a Motor Vehicle is Suspended or Revoked;
- D. the Unlawful Use of Weapons.

6-2-11-3 SEIZURE AND IMPOUNDING OF VEHICLES.

Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this Chapter, the police officer shall cause the motor vehicle to be towed to a facility controlled by the City or its agents. When the vehicle is towed, the police officer shall notify any person identifying himself or herself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing as provided in this Chapter.

6-2-11-4 POSTING OF BOND.

If a bond in the amount of Five Hundred Dollars (\$500.00) is posted with the City, the impounded vehicle will be released to the owner of record, upon the payment by the owner of record of the towing and storage costs. If a penalty is imposed for a violation of this Chapter, the bond will be forfeited to the City; provided, in the event that a violation of this Chapter is not proven, the bond will

be returned to the person posting the bond. All bond money posted pursuant to this Chapter will be held by the City until the hearing officer issues a decision, or, if there is a judicial review, until the court issues its final decision.

6-2-11-5 PRELIMINARY HEARING.

Where the owner of a motor vehicle seized under the provisions of this Chapter requests a preliminary hearing within twelve (12) hours after the seizure of the motor vehicle, a hearing officer of the City must conduct a preliminary hearing within twenty-four (24) hours after the request for preliminary hearing is received by the City; provided that if the date for the hearing falls on a Saturday, Sunday, or legal holiday, the preliminary hearing will be held on the next business day following the Saturday, Sunday or legal holiday. For purposes of this Section, the following shall apply:

- A. All interested persons will be given a reasonable opportunity to be heard at the preliminary hearing.
- B. The formal rules of evidence will not apply at the hearing, and hearsay testimony will be allowed, and will be admissible.
- C. If, after the conclusion of the hearing, the hearing officer determines that there is probable cause to believe that the vehicle was used as hereinabove provided in 6-2-11-2, the hearing officer shall order the continued impoundment of the vehicle, unless the owner of the vehicle posts a cash bond with the City in the amount of Five Hundred Dollars (\$500.00), plus the towing and storage costs.
- D. If the hearing officer determines that there is not probable cause to

believe that the vehicle was used as hereinabove provided in 6-2-11-2, the motor vehicle will be returned to the owner of record of the vehicle without any penalty or other costs.

6-2-11-6 OWNER'S HEARING.

A. Notice of Hearing. Within ten (10) days after a vehicle is seized and impounded pursuant to this Chapter, the City shall notify the owner of record of the motor vehicle of the date, time and location of a hearing. Such notice shall be mail by certified mail, return receipt requested, to the owner of record, as shown on the records of the Illinois Secretary of State.

B. Hearing. For purposes of this Section, the following shall apply to the owner's hearing:

1. Unless continued by order of the hearing officer, the hearing shall be held within thirty (30) days after the motor vehicle was seized.

2. All interested persons will be given a reasonable opportunity to be heard at the preliminary hearing.

3. If, after the conclusion of the hearing, the hearing officer determines by a preponderance of the evidence that the vehicle was used as hereinabove provided in 6-2-11-2, the hearing officer shall order the continued impoundment of the vehicle until the owner of the vehicle pays to the City a penalty in the amount of Five Hundred Dollars (\$500.00), plus the towing and storage costs. The penalty and costs shall be a debt due to the City.

4. If the owner of record fails to appear at the hearing, the hearing officer shall enter an order of default in favor of the City, which order shall require the payment to the City of an administrative penalty of Five Hundred Dollars (\$500.00).

5. If the hearing officer determines that the vehicle was not used as hereinabove provided in 6-2-11-2, the motor vehicle will be returned to the owner of record of the vehicle without any penalty or other costs, or, if a cash bond had previously been posted, the cash bond shall be returned.

6-2-11-7 UNCLAIMED VEHICLES.

A. Any motor vehicle that is not claimed within thirty (30) days after the expiration of the time in which the owner of record may seek judicial review of the action of the City under this Chapter, or the time at which a final judgment is rendered in favor the City by a Court, or the time at which a final administrative decision is rendered against an owner of record who is in default, may be disposed of as an abandoned or unclaimed vehicle, as otherwise provided by law.

B. If the penalty and towing and storage costs are not paid within Eighty (80) days after a penalty is imposed pursuant to this Chapter, the vehicle shall be deemed to be abandoned and may be disposed of in the manner provided by law for the disposition of abandoned or unclaimed vehicles, unless a petition for judicial review is filed with a court of proper jurisdiction. Where a petition for judicial review of the hearing officer's determination is filed and pending in a court of proper jurisdiction, the vehicle shall not be deemed to be abandoned and shall not be sold. If the petition for judicial review is resolved in favor of the

City, the vehicle shall be deemed abandoned and may be disposed of by the City if the penalty and towing and storage costs are not paid within thirty (30) days after the date of the Court's order.

6-2-11-8 LIABILITY FOR PENALTY AND COSTS.

A. The owner of record of a motor vehicle that is seized or impounded shall be liable to the City for a penalty of Five Hundred Dollars (\$500.00) in addition to any fees for the towing and storage of the motor vehicle.

B. Fees for towing and storage are established by the towing company, and not by the City.

C. A vehicle impounded pursuant to this Chapter shall remain impounded until the earlier of the following to occur:

1. the penalty is paid to the City, and all towing and storage costs are paid to the towing company; and

2. a bond in an amount equal to the liability of the Owner as herein provided in paragraph A. above is posted with the City and all applicable towing and storage costs are paid to the towing company; and

3. the vehicle is deemed abandoned, in which case the vehicle shall be disposed of in the manner provided by law for the disposition of abandoned or

unclaimed vehicles.

4. Except as otherwise specifically provided by law, no owner, lienholder, or any other person shall be legally entitled to take possession of a motor vehicle impounded under this Chapter until the penalty and all towing and storage costs applicable under this Chapter have been paid in full. "

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

BE IT FURTHER ORDAINED that this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2008; and upon roll call the vote was as follows:

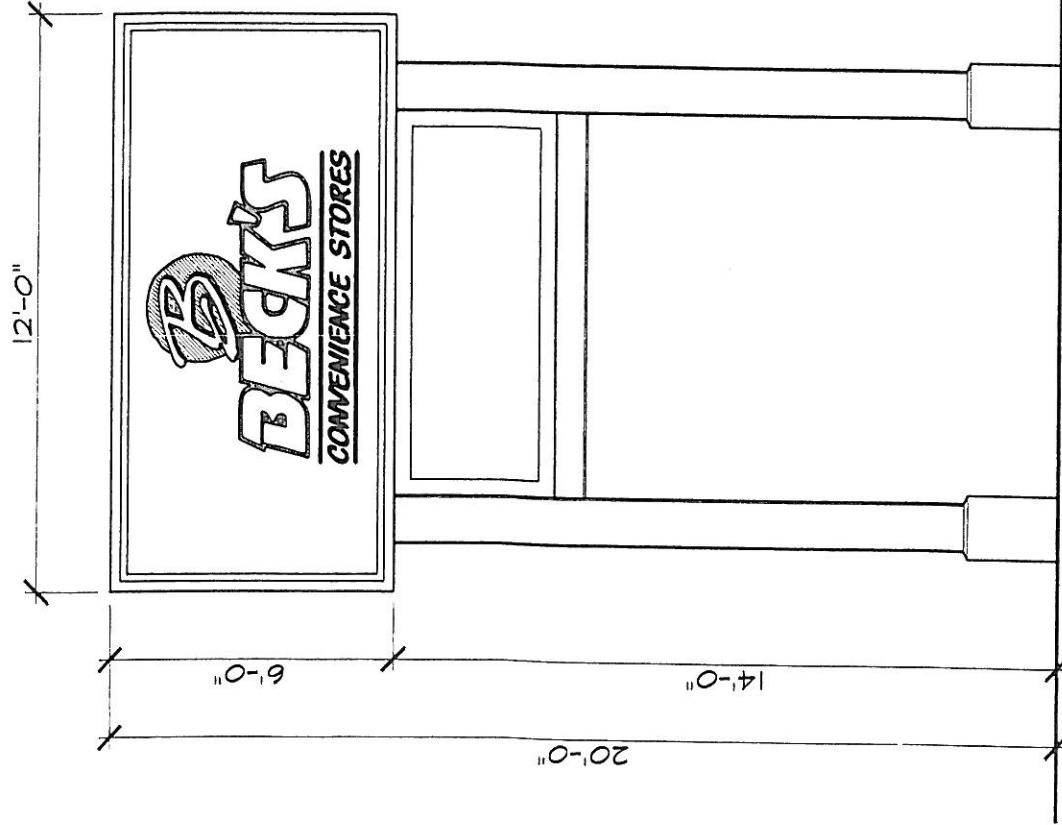
AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2008.



1 BAR SERVICE RAIL DETAIL

SA11 SCALE: 3/4" = 1'-0"

FRANCIS ASSOCIATES ARCHITECTS

SD1A
 PLUCK SERVICE DETAIL
 SHEET 1 OF 1
 1/4" = 1'-0"

BECK'S CONVENIENCE STORES
 A NEW FACILITY FOR
 2000 LUMAS

[illegible]

SITE PLAN CHECKLIST
For Special Use Request

Name BECK'S CONVENIENCE STORE

Address 317 DERBY STREET

Phone # 346-0515

Contact Person (if Other than Requestor) RAY WALLIN

Required Information – Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	<i>See site sheet</i>		OK	
2.	Local Cross Streets	✓		OK	
3.	Lot Layout, Dimension and Setbacks	✓		OK	
4.	Public Access	✓		OK	
5.	Easements	✓		OK	
6.	Sanitary Sewer Locations, Size	✓		existing	
7.	IEPA Sanitary Sewer Permit	✓		<1500 gal.	
8.	Storm Sewer Location and Size	✓		existing	
9.	Proper Zoning (Current)	✓		B-3	
10.	Parking Spaces and Surface	✓		OK	
11.	Sidewalks	✓		OK	
12.	Landscaping	✓		OK	
13.	ADA Compliance	✓		OK	
14.	Driveway Openings (curb cuts)	✓		OK	
15.	TIF Area	<i>N/A</i>		N/A	
16.	Signage Exterior	✓		NEED	
17.	Lighting Exterior	✓		NEED	
18.	Floor Plan Shown and Dimensions	✓		OK	
19.	Screening or Fencing – Barbed Wire or Electric	✓		OK	
20.	Loading and Unloading Areas Shown and Dimensions	✓		OK	
21.	Fire Hydrant Location	<i>opposite corner Summer</i>		NEED	
22.					
23.					
24.					

Public Works Comments:

City Engineer Comments:

Code Enforcement Comments:

Fire Chief Comments:

Other Comments:



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor & Members of the City Council

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

From: Greg Ranney, Superintendent of Transportation & Sanitation

AGENDA ITEM: IDOT Contract for Funding

AGENDA DATE REQUESTED: Monday, April 28, 2008

ACTION REQUESTED: Approval of the replacement contract to receive State of Illinois funding for the City Bus Operation Contracted Service with CityLink

BACKGROUND: The City of Pekin is requesting an Operational Grant of \$262,802.00 for the 2008 Operating from the Illinois Department of Transportation. Since the city's request was filed HB0656 was passed increasing the City of Pekin's portion from 55% to 65%. This would increase our grant total to \$310,584.00

FINANCIAL IMPACT: \$310,584.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: These funds for \$310,584.00 would help offset the contract for the service with CityLink.

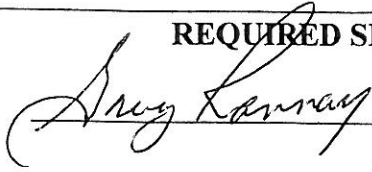
IMPACT IF DENIED: The funding will not be available to continue to provide transportation to the citizens of Pekin who use this service.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government Theme

REQUIRED SIGNATURES

Department Director



4/28/08
Date

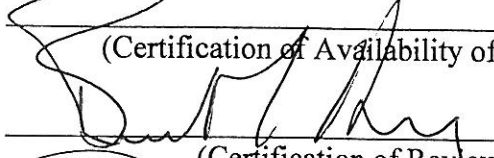
Finance Department



(Certification of Availability of Funds)

Date

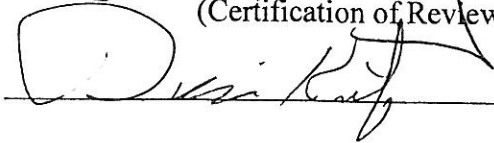
Corporation Counsel



(Certification of Review)

4/23/08
Date

City Manager



4/23/08
Date

RESOLUTION No. 41-07-08

April 26, 2008

PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

1. That the City of Pekin ("Grantee") enter into a certain Downstate Public Transportation Operating Assistance Agreement, contract (#3671) OP-(08-09)-IL) ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1, et seq.)

2. That Gregory J. Ranney, Director of Public Properties for the Pekin Municipal Bus Service of the City of Pekin, is hereby authorized and directed to execute the Agreement on behalf of the City of Pekin.

3. That Gregory J. Ranney, Director of Public Property for the City of Pekin is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the Grant.

SIGNED BY _____

MAYOR.



Transportation and Solid Waste Department

April 22, 2008

Mr. Kief,

Enclosed are two copies of the 2008 Illinois Department of Transportation Grant for Public Transportation. It is grant #3671 and had been brought to council earlier in the year for approval. Since that time HB0656 was approved which increases the City of Pekin's funding from 55% to 65%. Therefore IDOT is sending the contract back to us with the increase. The City of Pekin will receive \$310,584.00 or an increase of \$47,782.00. It is well worth the effort of bringing this back to council.

Sincerely,

A handwritten signature in cursive script that reads "Greg Ranney".

Greg Ranney

OPINION OF COUNSEL

I, Burt Dancey, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois, and am counsel and attorney for the City of Pekin ("Grantee"). In this capacity, my opinion has been requested relative to the eligibility of the Grantee for grant assistance under the provisions of the Illinois Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, contract #3671, Grant No. OP-08-09-IL, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. You are hereby advised as follows:

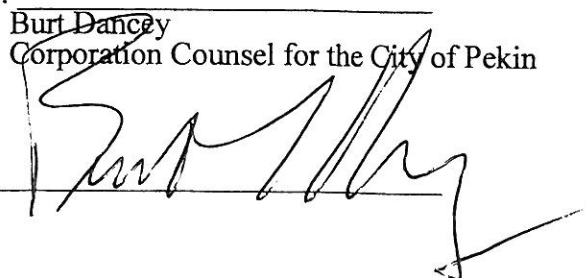
1. The Grantee is an eligible "participant" as defined in the Act.
2. There are no provisions in the Grantee's charter or by-laws or in the statutes of the State, the United States of America, or any municipal ordinances, that preclude or prohibit it from entering into such Agreement for such assistance, or other subsequent amendment to the Agreement that increases the maximum assistance should the General Assembly approve legislation for such purpose.
3. The Grantee is fully empowered and authorized to enter into the aforementioned grant Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts, which would adversely affect this grant contract, or which would prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible recipient under the provisions of the Acts, and that it is fully empowered and authorized to accept the grant from the State.

Signature: _____

Burt Dancey
Corporation Counsel for the City of Pekin

Date: _____



DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT
between

THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION

AND

THE CITY OF PEKIN

Contract Number 3671

Grant Number OP-08-09-IL

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6	INELIGIBLE OPERATING PROCEDURES
7	RECORD RETENTION
8	INSPECTION AND AUDIT
9	GRANTEE'S INDEPENDENT AUDIT
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17	DRUG FREE WORKPLACE
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26	ASSIGNMENT
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28	ETHANOL GASOLINE
29	TAXPAYER IDENTIFICATION NUMBER
EX. A	APPROVED PROJECT BUDGET
EX. B	SCHOOL BUS CERTIFICATION
EX. C	DRUG FREE WORKPLACE CERTIFICATION

This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and the City of Pekin (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department may enter into a grant agreement to implement Grantee's approved program of expenditures, within the following limitations: 1) not to exceed sixty-five percent (65%) of Grantee's eligible operating expenses incurred by the Grantee during fiscal year 2008 in the provision of such public transportation services as have been approved by the Department; and 2) in no event shall state funding under this Agreement together with any operating assistance received from any federal, state or local agency in fiscal year 2008 exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the amount of \$310,584, subject to the limitations contained in this item, the Act and the Rules. The Approved Project Budget is shown in Exhibit A, attached to and incorporated into this Agreement.

In the event that combined state and federal operating assistance grants for fiscal year 2008 exceed Grantee's actual operating deficit, Grantee agrees to promptly request a decrease in its grant, and shall remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03) "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 3 - SUBJECT TO APPROPRIATIONS CLAUSE

This Agreement is contingent upon the availability of sufficient funds and the appropriation of such funds as required by law.

ITEM 4 - PAYMENT PROCEDURES

The Department shall make quarterly payments to Grantee for eligible operating expenses upon occurrence of the following conditions:

- a) The Department receiving, 30 days before the start of a quarter, the required requisition forms and Estimated Quarterly Financial Report for that quarter (see Standard Forms), or, the Department receiving, 30 days after the end of a quarter, the required requisition forms and Actual Quarterly Financial Report for that quarter.
- b) The Department receiving the Actual Financial Quarterly Report for the first, second, third and fourth quarters no later than December 1, March 1, May 1, and August 1 respectively (see Standard Forms).
- c) The Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application.

The Department may make adjustments in the third and fourth quarters to reflect actual eligible operating expenses for preceding quarters. Grantee agrees that payment shall not constitute a final determination by the Department of the allowability of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

- (a) employee wages and benefits;
- (b) materials, fuels and supplies;
- (c) rental of facilities;
- (d) taxes other than income taxes;
- (e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;
- (f) equipment purchases which do not exceed \$5,000;
- (g) administrative costs associated with capital projects which are not reimbursed elsewhere;
- (h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;
- (i) reasonable expenses and compensation for Grantee's board members or trustees; and
- (j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

- (a) depreciation;
- (b) amortization or depreciation of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) any expense eligible for federal funding under a capital assistance program;
- (g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

- (h) entertainment expenses;
- (i) charter, school bus and sightseeing expenses;
- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on publicly-owned equipment and facilities;
- (m) income taxes;
- (n) expenses associated with compliance with the Single Audit Act (31 U.S.C. 7501 et seq);
- (o) expenses for freight haulage provided by Grantee;
- (p) any expense reimbursed from insurance;
- (q) maintenance of vehicles which are not used for public transportation or to support operations (e.g., supervisory and maintenance vehicles); and
- (r) any other expense determined by the Department as ineligible.

ITEM 7 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 11 - PROHIBITED INTERESTS

Grantee and its contractors shall not enter into any contract, subcontract or arrangement in connection with the Project, or any property included or planned to be included in the Project, in which any member, officer, or employee of Grantee, or the locality in which Grantee operates, during his or her tenure in office, or for one year thereafter, has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to Grantee and such disclosure is entered upon the minutes of the Grantee, the Grantee may, with the prior approval of the Department, waive the prohibition herein; provided however, that any such member, officer or employee shall not participate in any action by Grantee or the locality relating to such contract, subcontract or arrangement.

Grantee shall insert in all contracts related to the Project or to property included or planned to be included in the Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of (insert Grantee's name) or of (insert name of locality in which Grantee operates) shall have during his or her tenure, or for one year thereafter, any interest, direct or indirect, in this contract or the proceeds thereunder."

This Item shall not apply to any agreement between Grantee and its fiscal depositories, or to any agreement for utility services for which the rates are fixed or controlled by a governmental agency.

ITEM 12 - NON-COLLUSION

Grantee warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application or execution of this Agreement.

No state officer or employee, or member of the Illinois General Assembly, or officer, employee or member of any unit of local government which contributes to Project funds, or immediate family member of any of the above, shall be admitted to any share or part of this Agreement or to any benefit arising thereunder.

ITEM 13 - CODE OF ETHICS

Grantee shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer or agent of the Grantee shall participate in the selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit B.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department: 1) an opinion of counsel, acceptable to the Department, that this Agreement is legally binding upon Grantee, and that there is no pending litigation concerning the authority of Grantee to enter into this Agreement; and 2) a certified copy of a resolution authorizing the execution of this Agreement.

ITEM 17 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit C.

ITEM 18 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 19 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 20 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 26 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 27 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A, B and C, the Grantee's Application for the fiscal year as approved by and on file at the Department, and the Standard Forms constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 28 - ETHANOL GASOLINE:

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 29 - TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Grantee certifies that 376002169 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20____ by their duly authorized officials.

Accepted on behalf of the City of Pekin:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

Milton R. Sees, P.E.
Secretary of Transportation

By: _____
Joseph P. Clary
Director, Division of Public and Intermodal Transportation

Date

EXHIBIT A

The City of Pekin

Fiscal Year 2008 Operating Budget

System Expenses	
Eligible Expense	\$477,822
Ineligible Expense	0
Total Expense	<u>\$477,822</u>

System Revenue	
Farebox	6,500
Other Revenue	0
Local	11,738
Federal	149,000
State Operating Assistance	310,584
Total Revenue	<u>\$477,822</u>

EXHIBIT B

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

The City of Pekin

Signature of Authorized
Representative

Title

Date

EXHIBIT C

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Grantee's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

The City of Pekin

Signature of Authorized
Representative

Title

Date



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Amendment to Farnsworth Agreement, Phase I Treatment Plant Upgrades

AGENDA DATE REQUESTED: April 28, 2008

ACTION REQUESTED: Approve amendment to existing agreement for engineering services for waste water treatment plant upgrades for an amount not to exceed \$61,665 for design and \$20,000 for construction services.

BACKGROUND: Due to age and capacity problems with existing facility, the City contracted with Farnsworth Group to start the process of upgrading and expanding the treatment plant. Phase I involves building a new headworks, upgrading the 88 digester, reworking the gas system, upgrading the sludge processing system, and installing an effluent pump. (The City received \$480,000.00 in funding from Congressman LaHood for this portion of the work.) Original agreement approved November 13, 2007 for a total amount not to exceed \$320,000 (\$170,000 engineering and \$150,000 construction services).

The need for this amendment is due to a change in the scope of work. In order to have a plant that will continue to operate at high river levels, the headworks and eventually all the new equipment will be built above the flood level. This requires that the site be filled and the structures designed accordingly which increases the amount of time necessary for design. Some of the Phase I upgrades have been modified to address specific problems noted in the stipulations from the IEPA. Better screening equipment will be installed to reduce the amount of solids that enter as well as improved grit removal. Pumping equipment capable of getting the treated effluent out of the plant during high river levels is included. There is new equipment to treat sludge in a way that does not require the continued use of the lagoons.

FINANCIAL IMPACT: All costs included in the budget.

NEIGHBORHOOD CONCERNS: Upgrades will improve operations and increase plant capacity.

IMPACT IF APPROVED: Start improvements to operations and increase capacity to provide for growth.

IMPACT IF DENIED: Operations will continue with daily breakdowns and possible excursions which will result in notices of violations and more fines.

ALTERNATIVES: None.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Walz 4/18/08
Date

Finance Department

Michael E. Epp 4-18-08
(Certification of Availability of Funds) Date

Corporation Counsel

Paul M. [Signature] 4-23-08
(Certification of Review) Date

City Manager

Dennis K. [Signature] 4/23/08
Date



**AGREEMENT FOR PROFESSIONAL SERVICES
AMENDMENT NO. 1**

Amendment No. 1 is effective this 28th day of April in the year 2008 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 7707 N. Knoxville Avenue, Suite 200, Peoria, IL 61614 and City of Pekin of 111 S. Capitol Street, Pekin, IL 61554 hereinafter referred to as the CLIENT. Amendment No. 1 modifies the agreement dated November 12, 2007.

The Scope of Services to be provided under this the original Agreement and Amendment No. 1 is as follows:

1. Prepare plans and specifications to obtain an IEPA construction permit and competitive bids for the STP #1 improvements outlined below.
 - A. Site Revisions Including Earthwork and Demolition to Raise the Proposed Headwork Building Location above the 100 Year Floodplain.
 - B. New Headworks Building and Equipment Including:
 - a. Screw pumps
 - b. Perforated Plate Screens
 - c. Grit Removal Systems
 - d. Grit washer.
 - C. Sludge Digester Improvements
 - D. Metering/Instrumentation/Controls Revisions
 - E. Emergency Effluent Pump Station
2. Provide Bidding Phase services for the project, including distribution of bidding documents, responding to Bidder's questions, attending the bid opening, reviewing bids and preparing an award recommendation.
3. Perform construction administration and observation services, including shop drawing review, payment application review, monthly progress meeting attendance, change order preparation and construction observation adequate to assure that the project is constructed in accordance with the contract documents.

The Schedule for these services is as follows:

Initiate Design	November 2007
Submit Permit Application	May 2008
Obtain Permits/Complete Design	July 2008
Bid Project	July 2008

The fee for the Amendment No. 1 Design and Bidding services will be a lump sum fee of \$61,665. Construction Administration and Observation services will be billed on a time and material basis with an estimated fee of \$20,000.

Additional fee for increased liability limits as outlined in the General Conditions \$0.

This Amendment No. 1 and original Agreement represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Client and FGI.

FARNSWORTH GROUP, INC.

CITY OF PEKIN

Client

Signature

Signature

Gary W. Davis

R. David Tebben

Typed Name

Typed Name

Principal

Mayor

Title

Title

Date

Date

Date: April 24, 2008

Client: City of Pekin, IL

Project: STP #1 Improvements

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend and/or terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. The Client shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance With Law: In the performance of services to be provided hereunder, FGI and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Ownership of Instruments of Service: Any drawing, reports and data in any form, including electronic media (documents) generated by FGI, are Instruments of Service of FGI. Nevertheless, the documents shall become the property of the Client upon payment in full of all monies due FGI. The Client agrees not to reuse the documents for any purpose other than for the Project. The Client further agrees to waive all claims against FGI resulting in any way from any use or reuse of the documents and electronic files for any other project by anyone other than FGI. Electronic files furnished by FGI shall be subject to an acceptance period of thirty (30) days after which the electronic files shall be deemed accepted and FGI shall have no obligation to correct errors or maintain them. Differences may exist between the electronic files and the printed hard-copy documents. In the event of a conflict between the hardcopy documents prepared by FGI and electronic files, the hard copy documents shall govern. Client agrees to defend against all damages, liabilities or costs arising from any changes made by anyone other than FGI or from any reuse of the documents without the prior written consent of FGI. Delivery of the documents for use by the Client shall not be deemed a sale. FGI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Standard of Care: The services will be performed for the exclusive benefit of Client. Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

Limitation of Liability: Client agrees to limit FGI's liability to Client arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

Opinions of Cost: Since FGI has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FGI's opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being

obtained or derived from the transmitting party, or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party, or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof.

Indemnification: FGI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by FGI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom FGI is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless FGI, its officers, directors, employees and subconsultants (collectively, FGI) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, FGI or anyone for whom the Client is legally liable. Neither the Client nor FGI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the first page of this Agreement until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

PROFESSIONAL ENVIRONMENTAL SERVICES

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

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against FGI and to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from FGI's damaging underground utilities or other man-made objects that were not called to FGI's attention or which were not properly located on plans furnished to FGI. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered according to Client's instructions or stored for an agreed charge.

PROFESSIONAL SERVICES DURING CONSTRUCTION

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

Shop Drawing Review: Client agrees that FGI shall review shop drawing submissions solely for their conformance with FGI's design intent and conformance with information given in the construction documents. FGI shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to FGI.

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to dealing with questions by the Client's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. FGI will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FGI will not be responsible for the Contractor's obligation to carry out the work according to the Contract Documents. FGI will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

ADDITIONAL PROVISIONS

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

City of Pekin
Phase 1 Cost Estimate

Description	Phase 1
Preliminary Treatment	\$2,005,466
Primary Treatment	---
Activated Sludge Process	---
Secondary Clarifiers	---
Disinfection	---
Sludge Digester	\$245,000
Sludge Dewater/Disposal	---
Effluent Pump Station	\$295,000
Demolition of Structures	\$65,000
Electrical Power & Controls	\$67,300
Subtotal	\$2,677,766
Contingency (10%)	\$267,777
Eng. & Admin.(15%)	\$401,665
Estimated Total Construction Cost	\$3,347,208



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Manager, City Clerk, Finance Assistant Director & City Attorney

From: Community Development Director

AGENDA ITEM: Accepting a grant from the Illinois Housing Development Authority's (IHDA) Single Family Owner-Occupied Rehabilitation (SFOOR) program.

AGENDA DATE REQUESTED: April 28, 2008

ACTION REQUESTED: Recommended Council approval of the \$168,000 (April 2008 – March 2009) IHDA SFOOR grant.

BACKGROUND: The City of Pekin has applied for and participated with the IHDA SFOOR program for the past three years. City staff applied for the grant in October and received approval of the grant in January 2008. Now, IHDA requires Council approval for the City of Pekin to receive the \$168,000 grant for single family owner occupied rehabilitation of low to moderate income households. This program requires a house to be brought up to code and addresses lead.

FINANCIAL IMPACT: This is a grant from IHDA that is reimbursed based. A total of \$ CDBG dollars have been allocated for additional dollars for this program. The City of Pekin general fund does front \$40,000 yearly to the HOME account based on the reimbursement requirement of the program. Each fiscal year the HOME account general fund is reimbursed. There is no financial impact on the general fund for this program.

NEIGHBORHOOD CONCERNS: Owner occupied rehabilitation will bring a home up to code. Therefore, the house will be safer. This will increase the homeowner's pride in their house and will encourage the homeowner to maintain their house. Ultimately, this upkeep mentality could have a ripple effect within the neighborhood.

IMPACT IF APPROVED: The City of Pekin will receive the IHDA SFOOR grant of \$168,000 for IHDA's fiscal year of April 2008 to March 2009.

IMPACT IF DENIED: The City of Pekin will NOT receive the IHDA SFOOR grant of \$168,000 for IHDA's fiscal year of April 2008 to March 2009.

ALTERNATIVES: none

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: SFOOR activities are consistent with the following goals of the conceptual plan – a prosperous community, a strong foundation, a high quality of life and effective government. This grant also compliments the goals and performance measurements listed within the CDBG 5 year Consolidated Plan and the Council approved 2008 Action Plan.

REQUIRED SIGNATURES

Department Director

Pamela Anderson

4-16-08

Date

Finance Department

Angela Evans

4-17-08

(Certification of Availability of Funds)

Date

Corporation Counsel

Paul H. Hays

4-23-08

(Certification of Review)

Date

City Manager

Don Kay

4/23/08

Date

EXHIBIT B

CORPORATE RESOLUTION DATED April 28, 2008

A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S SINGLE FAMILY OWNER-OCCUPIED REHABILITATION PROGRAM, HO-2841.

WHEREAS, the City of Pekin (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority"), program administrator of the HOME Investment Partnerships Program (the "HOME Program") for the State of Illinois, in the amount of One Hundred Sixty-Eight Thousand No/100 Dollars (\$168,000.00) under the Authority's Single Family Owner-Occupied Rehabilitation Program (the "SFOOR"), and in order to administer the funds allocated pursuant to such Grant, including but not limited to the SFOOR Grant Agreement (the "Agreement"), and authorize certain of its officials to execute the appropriate documents required in connection with the Grant.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to lend funds to eligible Households for the rehabilitation of Residences, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Sponsor, and the City Clerk or Assistant City Clerk of the Sponsor, are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement, including, but not limited to that certain Rehabilitation Program Agreement between the Sponsor and each Household.

FURTHER RESOLVED, that the Mayor and the City Clerk or Assistant City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

(Signature page follows.)

PASSED BY THE CITY OF PEKIN CITY COUNSEL, STATE OF ILLINOIS AND
APPROVED BY ITS City Council THIS 28th DAY OF April,
2008.

APPROVED:

R. David Tebben, Mayor

OFFICER'S CERTIFICATE

This Officer's Certificate (the "Certificate") dated April 28, 2008 is being furnished to the Illinois Housing Development Authority (the "Authority") in connection with the Single Family Owner-Occupied Rehabilitation Grant (the "Grant") to be made to the City of Pekin, an Illinois unit of local government (the "Sponsor").

The undersigned, in their capacity indicated below, do hereby certify to the Authority as follows:

1. The undersigned is the City Clerk / ~~Assistant City Clerk~~ (strike one) of the Sponsor and that as such is authorized to execute this Certificate on behalf of the Sponsor;
2. The person or persons listed on **Exhibit A** have been duly elected and are now fulfilling the offices set forth after their names, with all the powers attached thereto; the signature after their names are the genuine signatures of such persons;
3. Attached as **Exhibit B** and incorporated by reference is a true, correct and complete copy of the corporate resolutions (or ordinances, if applicable) duly adopted by the City Council of the Sponsor approving the application for the Grant and authorizing the Sponsor to enter into (i) the SFOOR Grant Agreement with the Authority and (ii) the Rehabilitation Program Agreement with each Household; such corporate resolutions are in full force and effect on and as of the date of this Certificate and have not been amended, rescinded or repealed.
4. On the date of this Certificate the representations and warranties of the Sponsor set forth in the SFOOR Grant Agreement and any other documents identified in the SFOOR Grant Agreement are true and correct in all material respects with the same effect as if made on the date of this Certificate (except to the extent related to a specific earlier date, in which case such representations and warranties are true and correct as of such earlier date).
5. On the date of this Certificate, no Default, Event of Default or event through the passage of time or giving of notice, or both would mature into a Default or Event of Default, has occurred and is continuing.
6. On the date of this Certificate, there has been no material adverse change in the condition (financial or otherwise), operations, assets, business, properties or prospects of the Sponsor.

(Signature page attached.)

IN WITNESS WHEREOF, this Certificate is executed and delivered as of April 28,
2008.

Printed Name: Sue E. McMillan

Its City Clerk / ~~Assistant City Clerk~~ (strike one)

The undersigned Mayor of the Sponsor, certifies that the person named above is the duly appointed or elected City Clerk / Assistant City Clerk of the Sponsor and that the signature set forth immediately above is his or her genuine signature.

IN WITNESS WHEREOF, this Certificate is executed and delivered as of the date first set forth above.

R. David Tebben, Mayor

EXHIBIT A

INCUMBENCY CERTIFICATE

Name

Office

Signature

R. David Tebben

Mayor

Sue E. McMillan

City Clerk / ~~Assistant City Clerk~~

ORDINANCE NO. 2553-01-08

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING LOCAL LIQUOR COMMISSION.**

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form, contains within Title 3, Chapter 3 on Liquor Control;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend Title 3, Chapter 3, Section 3, Local Liquor Commission;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Liquor Control.

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

1. That Title 3, Chapter 3, Section 3 (a) be amended by deleting Section 3 (a) in its entirety and replacing it with the following:

(a) A local liquor commission is created consisting of four (4) members, including the Chief of Police and the Fire Chief, or their designee. The liquor commission shall be appointed by the Local Liquor Commissioner for a term of two (2) years. A commission member may be reappointed for a succeeding two (2) year term by the Liquor Commissioner. All such appointments shall be with the advice and consent of the City Council. The Liquor Commissioner may, in his discretion, remove any member of the liquor commission. Members shall hold office for their designated terms and until their successors have been appointed. No license holder shall be appointed to the commission.

2. That Title 3, Chapter 3, Section 3 (b) be amended by deleting Section 3 (b) in its entirety, thereby renumbering 3 (c) to 3 (b) and 3 (d) to 3 (c).

3. That Title 3, Chapter 3, Section 3 (b)(4) be amended by deleting the phrase “ and to submit its findings and recommendations to the Local Liquor Commissioner, setting forth its conclusions regarding the existence and nature of any violations ”

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

BE IT FURTHER ORDAINED that this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2008.

MAYOR

ATTEST:

ORDINANCE NO. 2554-01/08

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 2
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING LOCAL LIQUOR COMMISSIONER.**

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form, contains within Title 3, Chapter 3 on Liquor Control;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend Title 3, Chapter 3, Section 2, Local Liquor Commissioner, to allow for the appointment of Deputy Local Liquor Commissioner;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Liquor Control.

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

1. That Title 3, Chapter 3, Section 2 be amended by deleting it in its entirety and replacing it with the following:

3-3-2: LOCAL LIQUOR COMMISSIONER:

- (a) The Mayor is hereby authorized to be the Local Liquor Commissioner and shall be charged with the administration of the Dram Shop Act, and of such ordinances and resolutions relating to alcoholic liquor as may be enacted by the City Commission.
- (b) Powers, Duties and Functions: The Local Liquor Commissioner shall have the following powers, functions and duties with respect to local liquor licenses:

1. All powers, duties and functions granted, or which may hereafter be granted, to the local liquor commissioner by the state.

2. To grant or refuse an application for a license, to suspend for not more than thirty (30) days, or revoke for cause, any local license issued to persons or entities for licensed premises within the Commissioner's jurisdiction, and to impose fines as authorized in Section 3-3-12(F).

3. To appoint, with the advice and consent of the City Council, one or more persons to serve as deputy local liquor commissioners. Such person or persons shall have full authority to exercise any of the powers, duties and functions enumerated herein, except as the Commissioner may specifically exclude by such appointment. Such deputy local liquor commissioner may be appointed to serve at the pleasure of the Local Liquor Commissioner, but not beyond the term of office of the appointing Local Liquor Commissioner, and may be designated either (a) to act in the absence of the Local Liquor Commissioner, or (b) to act in lieu of the Local Liquor Commissioner. With respect to Liquor License hearings, any such deputy local liquor commissioner so appointed shall submit findings and recommendations to the commissioner setting forth his/her conclusions respecting the existence and nature of any violation of law and the appropriate disciplinary action to be taken, if any, which may be accepted, modified or rejected by the Local Liquor Commissioner.

4. To attach and/or vary conditions, where necessary, to any license that extends or restricts the circumstances under which alcohol may be supplied or requires certain actions of the licensee. Such conditions will be intended to permit the proper functioning

of the licensed business, to ensure that alcohol is supplied responsibly and safely and to assist the enforcement or emergency services.

5. To enter or to authorize any law enforcement officer to enter, at any time, upon the premises licensed hereunder to determine whether any of the provisions of the State law or City ordinance, or any rules or regulations adopted by the Commissioner or by the State Commission, have been or are being violated, and at such time to examine the licensed premises of the licensee in connection therewith. Any person or persons appointed by the Local Liquor Commissioner and named as Deputy Local Liquor Commissioner pursuant to this section shall have the power given to the Local Liquor Commissioner by this subsection.

6. To receive complaints from any citizen within the Commissioner's jurisdiction that any of the provisions of the State law or of this Chapter have been or are being violated, and to act upon such complaint(s) in the manner provided by law.

7. To direct payment of local liquor license fees to the City Clerk.

8. To examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension has been served, or any licensee against whom a citation proceeding has been instituted by the State of Illinois Liquor Control Commission; to examine, or cause to be examined, the books and records of any such applicant or licensee or respondent; and to hear testimony and take proof for his/her information in the performance of his/her duties; and for such purposes, to issue subpoenas which shall be effective in any part of this State. For the purpose of obtaining any of the information desired by the Local

Liquor Commissioner under this section, the Commissioner may authorize his/her agent to act on his/her behalf.

9. To order, upon the issuance of a written order, the licensed premises closed for not more than seven (7) days, giving the licensee an opportunity to be heard during that period, if the Local Liquor Commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community; except that if such licensee shall also be engaged in the conduct of another permitted business on the licensed premises, such order shall not be applicable to such other permitted business or businesses.

10. To appoint a Local Liquor Commission.

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

BE IT FURTHER ORDAINED that this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

RESOLUTION NO. 43– 07/08

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 COMMISSION	Robert Ehrich	3 year term
FIRE & POLICE COMMISSION	Michael Franks	3 year term
ECONOMIC DEVELOPMENT	Randy West Carol Shields Skip Schermerhorn	3 year term
ELECTRICAL COMMISSION		1 year term
Electrical Inspector	Mark Reeder	
Fire Inspector	Chuck Lauss	
General Contractor	Ed Ghelardini	
Reg. Prof. Elec. Engineer	Gene Lindholm	
Electrical Contractor	Donald Erps	
Electric Utility Rep.	Mike Fisher	
Journeyman Electrician	Harold Lard	
MAYOR’S ADVISORY COMMITTEE PERSONS WITH DISABILITIES		3 year term
	Dick Berger Robert Calvin Libby Holbrook	
TRAFFIC SAFETY COMMITTEE		
Joseph Berardi		1 year term
HISTORIC PRESERVATION COMMISSION		
Michael Clifton		3 year term to May 1, 2011
Susan Rynerson		3 year term to May 1, 2011
POLICE PENSION BOARD		
Raymond E. Whitaker		2 year term to the 2nd Tuesday in May, 2010
FIRE PENSION BOARD		3 year term to April 20, 2011
Chuck Lauss		
Kurt Nelson		

LIBRARY BOARD

3 year term to June 30, 2011

Carrie Allen
Vickie Koch
Leslie Leitner

LIQUOR COMMISSION

2 year term until April 30, 2010

Holly Brown
Dave Eitenmiller

BOARD OF APPEALS

3 year term to May 31, 2011

Ron Boehm
Marilyn Kelso

PEKIN PLANNING COMMISSION

3 year term to May 15, 2011

Michelle Long
Angel Gibson
Jim Bradshaw

HUMAN RELATIONS

3 year term to January 25, 2010

Len Ealey
Maryalyce Hoffess

3 year term to January 25, 2011

Melinda Figge
Maureen Naughtin
Kathy Keller

RIVERWAY BUSINESS PARK REVIEW COMMITTEE

3 year term to November 23, 2010

Sergio Becerra

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.

CORPORATION COUNSEL

Corporation Counsel
Assistant Corporation Counsel
Assistant Corporation Counsel
Assistant Corporation Counsel

Patrick E. Oberle
Burt L. Dancey
Sue Bosich
Thomas Cullen

CITY MANAGER

Dennis Kief

CITY CLERK

Sue E. McMillan

CITY TREASURER

James Wolf

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 28th day of April, 2008

Mayor R. David Tebben

ATTEST:

City Clerk Sue E. McMillan