



**REGULAR COUNCIL MEETING MONDAY, APRIL 25, 2011
5:30 P.M.**

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Rusty L. Dunn</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of Regular Council Meeting of April 11, 2011. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>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.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Fire Department, Building Department, and Tazewell County Animal Control March 2011 Reports.		2
7.2 Proclamations: Ambucs Charity Auction May 6, 2011 Dragon Pride Week – May 1, 2011 National Youth Week – May 1, 2011		4
7.3 Receive and File Pekin Planning Commission Minutes Dated April 13, 2011.		3
7.4 Receive and File Pekin Planning Commission Hearings: a. Hearing #11-1830 Recommends to approve Special Use for Outdoor Flea Market at 229 Washington Street. b. Hearing #11-1831 Recommends to approve Site Plan for Outdoor Flea Market at 229 Washington Street.		4
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		

8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Contract for Private Development Pursuant to the Pekin Plan for Tax Increment Area No. 1 DESCRIPTION: Terms of TIF funds investment in the 200 Block of Court Street with 353 Court LLC. Action will promote stabilization and revitalization of the downtown. ACTION: Motion to approve the Contract for Development. VOTE REQUIRED	FM	4
9.2 TIF Façade Application 223 Court Street DESCRIPTION: Authorization to pay property owner of Advance Video Productions, the eligible amount under the terms of the façade guidelines for the amount of \$12,500 for tuck pointing, brick maintenance and building stabilization. ACTION: Motion to approve the expenditure. VOTE REQUIRED	LM	4
9.3 TIF Façade Application 347 Court Street DESCRIPTION: Authorization to pay property owner of Hamm's Furniture, the eligible amount under the terms of the façade guidelines for the amount of \$9,160.50 for recovering awning and resurface roof with sprayed urethane foam for 15 year maintenance. ACTION: Motion to approve the expenditure. VOTE REQUIRED	LM	4
9.4 Special Use DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Special Use for Outdoor Flea Market at 229 Washington Street. ACTION: Motion to approve the Special Use. VOTE REQUIRED	RS	4
9.5 Site Plan DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Site Plan for Outdoor Flea Market at 229 Washington Street. ACTION: Motion to approve the Site Plan. VOTE REQUIRED	RS	4
9.6 Preliminary Engineering Reimbursement Agreement for DESCRIPTION: Contract Panhandle Eastern Pipeline Company for design of crossing of replacement gas transmission line to withstand construction of Veteran Drive north. ACTION: Motion to approve the Agreement in the amount of \$32,100. VOTE REQUIRED	JW	3

9.7 Engineering Agreement with Farnsworth for Compost Site DESCRIPTION: Contract to study the utilization of city owned property at the end of Brenkman Drive as an option to continue composting yard waste locally. ACTION: Motion to approve the Agreement in the amount of \$21,290. VOTE REQUIRED	JW	4
9.8 Resolution No. 93-10/11 - IDOT Resolution for Maintenance of Streets DESCRIPTION: Appropriation of MFT funds in the amount of \$620,000 for estimate of costs of various street department budgeted operations. Items include lights, signals, tree removal, and streets. ACTION: Motion to adopt the Resolution. VOTE REQUIRED	JW	3
9.9 Resolution No. 94-10/11 - IDOT Resolution for Maintenance of Streets DESCRIPTION: Appropriation of MFT funds in the amount of \$85,000 for the design of Sheridan Road Bridge. ACTION: Motion to adopt the Resolution. VOTE REQUIRED	JW	3
9.10 Illinois Department of Transportation Maintenance of Municipal Streets Intergovernmental Agreement DESCRIPTION: Annual 12 month increment of a contract through June 30, 2015 with IDOT for the reimbursement to the City for maintenance provided by the Street Department on State highways. The computation for the period of July 1, 2011 to June 30, 2012 is \$83,683.02. This is an increase from FY2010 of \$2,521.52. ACTION: Motion to approve the Agreement. VOTE REQUIRED	JW	3
9.11 Amending Policy No. 12 of the City of Pekin - Economic Development Advisory Committee Charter DESCRIPTION: Second Amendment provides for increasing the number of members from 11 to 13 and revises the language regarding staggered terms. ACTION: Motion to adopt the revised Policy. VOTE REQUIRED	LM	1
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Public Questions 10.4 Press Time		
11.0 Executive Session		

12.0 ADJOURNMENT With no further action to come before the Council the Mayor declares meeting closed in open session. NO VOTE REQUIRED		
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Column 1 Key:

FM Frank Mackaman, Interim City Manager
JW Joe Wuellner, Public Works Director
LM Leigh Ann Matthews
RS Ron Sieh, Code Enforcement Officer

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, APRIL 11, 2011 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

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

ABSENT: COUNCIL MEMBER ABEL

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

Roll was called and all Council Members were present except Council Member Abel.

AGENDA

Motion by Council Member Strand, seconded by Council Member Kortkamp, that **the agenda be approved as presented**. Motion by Council Member Strand, seconded by Council Member Barra, that **item 9.6 Engineering Agreement with Froth be removed from the agenda and the agenda be approved as amended**. On roll call vote all present voted Aye. On motion to approve the agenda as amended on roll call vote all present voted Aye.

MINUTES

Motion by Council Member Strand, seconded by Council Member Barra, that the **minutes of the Regular City Council Meeting of March 14, 2011 and the Special Council Meeting of March 17, 2011, be approved as written**. On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Cody Hendricks, 405 St. Julian, addressed the Council regarding the residency amendment to the Personnel Policy. He spoke against allowing employees to live outside the City. He felt there were good citizens to hire here and employees should live in and have a stake in the City.

CONSENT AGENDA

Motion by Council Member Strand, seconded by Council Member Kortkamp, that the **CONSENT AGENDA be approved as presented**. Mayor Dunn gave recognition to the Main Street organization proclamation and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Police Department March 2011 Report; Traffic Safety Committee April 1, 2011 Minutes; Liquor Commission February 24, 2011 and unapproved March 24, 2011 Minutes.
7.2 Proclamations: Pekin Main Street Month – April Parkinson's is the Pits Month – April
7.3 Charitable Solicitations: Benefit Bryan Dunn Benefit Derek Roberts – May 14, 2011 Benefit Lisa Schmidgall Benefit Blanche Smith – May 14, 2011 Tag Day Pekin Lil Lettes – April 23, 2011 Tag Day ALS Lou Gehrig's Disease – May 14, 2011
7.4 Resolution No. 92-10/11 – Mayor's Appointment of Christopher Joey Meskimen to the Mayor's Advisory for Persons with Disabilities until May 2014.
7.5 Receive and File Check from Tazewell County Health Department for West Nile Virus Grant.
7.6 Receive and File Letter from U. S. Department of Housing and Urban Development CDBG Program Timeliness of Expenditure Grant Funds 2010 Program.

7.7 Receive and File Zoning Board of Appeals Minutes Dated March 9, 2011.

7.8 Receive and File Pekin Planning Commission Minutes Dated March 9, 2011.

7.9 Receive and File Pekin Planning Commission Hearings:
Hearing #11-1829 Recommends to approve Special Use for Loft Living at 17 North
4th Street.

On roll call vote, all present voted Aye.

NEW BUSINESS

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that the **SPECIAL USE FOR LOFT LIVING AT 17 NORTH 4TH STREET, be approved.** Public Works Director Joe Wuellner presented the Pekin Planning Commission recommendations to approve the special use for the upper level single dwelling unit above Missy's Restaurant allowed in the downtown B-1 zoning. On roll call vote all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Strand, that the **COMMUNITY DEVELOPMENT BLOCK GRANT 2011 ACTION PLAN, be approved.** Community Development Director Pamela Anderson presented in a PowerPoint the HUD required plan that stated the needs, priorities, and plans for the fiscal year. The Plan also contained performance measurements based on the Five Year Consolidated Plan. She stated the Plan was available for public review and Hearing conducted on April 8, 2011. Council questioned the possibility and concern for the program in light of the federal budget cuts. On roll call vote all present voted Aye.

CITY OF PEKIN POLICY NO. 20-10/11 **GENERAL FUNDS RESERVES POLICY**

Motion by Council Member Kortkamp, seconded by Council Member Barra, that Policy No. 20-10/11 General Fund Reserves Policy, be adopted. Interim City Manager Frank Mackaman stated proposed revision and replacement of Policy 18 Fund Balance Policy. The policy did not accurately reflect General Fund reserves requirement as directed by the Council due to distortions in the expense categories. He confirmed that the City has sufficient reserves to cover long term and the approved budget met the 25% threshold. City Treasurer James Wolf spoke in support of the revisions as a clearer explanation going forward. On roll call vote all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Barra, that the **ENGINEERING AGREEMENT WITH MAURER-STUTZ for design of new bridge for Sheridan Road crossing over Lick Creek be approved in the amount of \$80,151.00.** Mr. Wuellner recommended moving forward on the design of the structure in order to be ready for bid and FY2014 construction. On roll call vote all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that the **AMENDMENT TO EAST RAMP-REHABILITATION PROJECT C15-3990 AIP 3-17-0078-B11 AT PEKIN AIRPORT, be approved.** Council was advised that the no-cost amendment was from IDOT in response to Senate Bill 51. Consultant invoices for eligible services incurred now would be paid directly to the Airport Sponsor and in return the City pay the engineering firm. On roll call vote all present voted Aye.

RESOLUTION NO. 91-10/11 **REVISION TO THE CITY OF PEKIN EMPLOYEE HANDBOOK** **REGARDING RESIDENCY GENERAL AND SPECIAL CONDITIONS**

Motion by Council Member Schmidgall, seconded by Council Member Barra, that Resolution No. 91-10/11, be adopted. Interim City Manager Frank Mackaman requested Council action to change city residency requirement, applicable to 21 non-union employees, to a 10-mile radius. The fire chief, police chief, public works director and supervisor, superintendent of transportation and city manager would be required to live in the city limits. He explained most employees remained governed by collective bargaining contracts with more relaxed policies. It was felt the expansion would improve the ability of the City to attract and retain high quality staff and be competitive with other communities. Council Member Schmidgall thought it equitable to allow non-union employees the same options as recent negotiated contracts. He felt people who work in the City 8-5 will spend tax dollar here. Council Member Blanchard took exception to the rationale that the change improves ability to attract quality staff. Council Member Barra supported rationale to think "regional." On roll call vote Ayes, Barra, Kortkamp, Strand, Schmidgall, Dunn; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 2637-10/11
AMENDING TITLE 6 OF THE CODE OF THE CITY OF PEKIN
REGARDING PUBLIC SOLICITATION OF FUNDS

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that Ordinance No. 2637-10/11, be adopted. In response to an issue raised by Council Member Strands as to the perception that Council was approving the legitimacy of fundraisers, a revision to the code that removed Council's approval of submitted registrations was presented. Discussion followed if the permits were necessary at all. Attorney Dancey expressed opinion that the process at least required the solicitor to swear to the accuracy of the information which provided one level of screening. On roll call vote all present voted Aye.

ORDINANCE NO. 2638-10/11
APPROVING THE TRANSFER VOLUME CAP
IN CONNECTION WITH PRIVATE BOND ISSUES

Motion by Council Member Barra, seconded by Council Member Strand, that Ordinance No. 2638-10/11, be adopted. Council was asked that the City again commit its 2011 home rule volume cap to First-Time Homebuyer Down payment Assistance Program. Community Development Director Pamela Anderson explained that the Assist program offered families the opportunity to buy homes by issuing tax-exempt single family bonds through the City of Aurora. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard expressed condolences to the family of previous City Manager Dennis Kief on the death of his father. He also announced the opening of 14th Street Hardware.

Mayor Dunn encouraged Council and newly elected members to attend a training session sponsored by Miller, Hall & Triggs on Saturday, May 7, 2011 at ICC. He next informed the public of the Statutory-required task of filling the vacancy in the position of Council Member after Council Member Barra resigns to take her seat as the newly elected Mayor. He suggested two approaches: 1) choose from a pool of interested applicants. 2) select the candidate that received the next highest votes in the election. Letters of Interest were to be submitted for consideration of the Mayor with consent of Council to the City.

Public Works Director Joe Wuellner advised Council that changes in the prevailing wage regulations would make the City participation in the sidewalk program extremely difficult.

Police Chief Nelson encouraged motorists to be observant of bikers and motorcyclists as the weather gets warmer.

Joe Schott, 2507 Cherry Lane, spoke in opposition to a stormwater fee. He encouraged Council not to spend \$89,000 for stormwater utility planning and implementation from an already deficit budget.

Tim Golden, 2104 Alhambra, addressed Council in regards to the Eastside Fire Station project stating there was no warranty by his interpretation of the contract.

Chris Schott, 2507 Cherry Lane, announced an Easter Egg Hunt sponsored by the SBA would be held on Saturday at the Dome from 11:00 a.m. -12:30 p.m. She expressed appreciation to the Pekin Park District for the joint efforts.

John McCabe, 1407 Glendale, questioned the deadline for submission of interest in filling the vacancy in the Council position. He was informed that the Mayor, with consent of Council, had 60 days from receiving the resignation to appoint a person.

Interim City Manager Frank Mackaman advised Council of a notice he received from Economic Development Council of Peoria regarding a complimentary study conducted by Tri-County Planning from a \$120,000 grant that could be used for the stormwater utility planning and implementation. This late notice initiated the removal of the agreement with Foth and further consideration of options.

EXECUTIVE SESSION

Motion by Council Member Barra, seconded by Council Member Strand, that the Council move to Executive Session at 6:50 P.M. to discuss:

5 ILCS 120/2 (c) 1. Personnel. On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 8:10 P.M.

Sue E. McMillan
City Clerk

April 5, 2011

Mr. Frank Mackaman
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Mackaman,

I hereby submit to you the Pekin Fire Department March 2011 report, plus a summary of February 2011.

Kurt Nelson
Fire Chief
City of Pekin Fire Department

During the month of March 2011, the Pekin Fire Department responded to 352 calls, total dollar loss was \$25,300.00.

During the month of March 2011, (approximately 75.00%) were emergency medical calls, 87 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

During the month of February 2011, the Pekin Fire Department responded to 346 calls, total dollar loss was \$197,500.00.

During the month of February 2011, (approximately 74.41%) were emergency medical calls 88, were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

On March 14, 2011 Fire Fighters responded to a possible structure fire at 1107 Henrietta Street. Upon arrival occupant indicated that they believed fire was extinguished with the use of a fire extinguisher. The fire was in the trash receptacle in the upstairs restroom. Checked area for extension, damage to floor, no fire spread. Fire appeared to have started in the trash can, no electrical appliances in area. Upon checking the upstairs of the structure viewed several lighters and smoking materials. When questioning occupants they indicated that they awoke and smelled smoke, found fire in restroom and utilized fire extinguisher. No smoke detectors were present in structure, placed smoke detector in residence. Several juveniles were sleeping in area; older juveniles indicated that the younger juveniles had been playing with a lighter earlier and that they had taken the lighter from them and put it on a night stand. Juveniles denied setting fire, all stated that the youngest (4 yo) had the lighter prior to going to sleep.

Additional information: Homeowner stopped by Fire Station 1 and spoke to Asst. Chief Cretaro and Fire Prevention Officer Jamie Evans. He stated that the 5 year old admitted to her mother that she started the fire with a cigarette lighter in the upstairs bathroom garbage can. Owner stated that there were no smoke detectors in the house at the time of the fire. Total dollar loss was \$10,300.00.

On March 14, 2011 Fire Fighters responded to a possible structure fire at 1303 Veerman Street. Upon arrival found smoke coming from the garage of a split level home. We entered the garage through the side door and vented the garage through the over head door after forcing the over head door open. The fire was on the south wall of the garage. The fire was extinguished by fire department personnel. We ventilated the home with our PPV fan, and checked for any fire extension. The fire was contained to the area of origin. The home was charged with smoke throughout. The home owner informed us that he had heard smoke detectors sounding in the home; he searched the home and found the fire in his garage. He called 911 and exited the home. He was outside on the drive upon our arrival.

During overhaul it was determined that the fire had started from a battery charger that appeared to have been charging a car battery. The home owner was not sure how long the charger had been connected to the car battery. The charger was a K-Mart brand trickle charger that looked to be very old. The charger was still connected to the battery and was plugged into an outlet. Total dollar loss was \$15,000.00.

Total calls for the month of March was 352 and are as follows:

Fires	7
Rescue and EMS	264
Hazardous Conditions	7
Other types of calls	74

Total dollar loss for the month of March was \$25,300.00.

Total calls for the month of February was 346 and are as follows:

Fires	7
Rescue and EMS	258
Hazardous Conditions	9
Other types of calls	72

Total dollar loss for the month of February was \$197,500.00.

This is a brief overview of March 2011 and February 2011' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

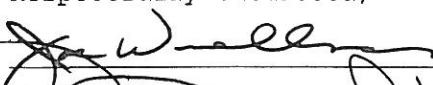
Kurt R. Nelson
Fire Chief
Pekin Fire Department

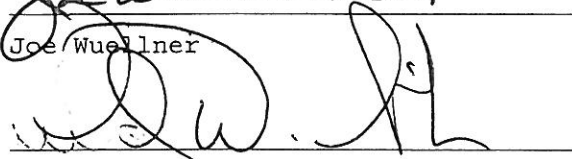
BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
March '2011

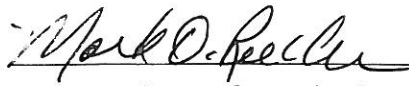
	PERMITS	VALUE	FEE\$
BUILDING DEPT	53	\$1,115,095.00	\$ 3,669.00
ELECTRIC DEPT	22	\$ 3,000.00	\$ 868.00
HVAC DEPT	26	\$ 113,220.00	\$ 1,189.00
PLUMBING DEPT	33		\$ 1,238.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	2		\$ 40.00
SEWER PERMITS	11		\$ 705.00
SEWER TAP RES	1		\$ 1,600.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	148	\$1,231,231.00	\$ 9,309.00

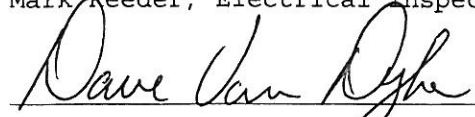
TOTAL CODE ENFORCEMENT COMPLAINTS - 49

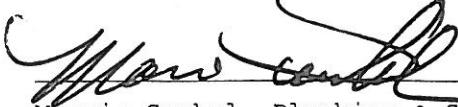
Respectfully submitted,


Joe Wuellner


Ronald Sieh, Building Inspector


Mark Reeder, Electrical Inspector


Dave VanDyke, HVAC Inspector


Morris Sunkel, Plumbing & Sewer Inspector


Dave Shallenberger, Deputy Code Enforcement Officer

TAZEWELL COUNTY ANIMAL CONTROL

City: CITY OF PEKIN

Date: 4-1-11

Billing For Month of March 2011

\$3,698.33

Tazewell Animal Control
PO BOX 158
TREMONT IL 61568

CITY OF PEKIN
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between March 1, 2011 and March 31, 2011

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	1000 1/2 PRINCE	3/8/2011	Dog	AUSSIE/SPITZ	R	1	110417
	Vogel	City	329 WILLOW	3/29/2011	Dog	PIT	R	2	110549
	Hoyland	City	1412 BLACK	3/28/2011	Dog	MIX	E	4	110543
	Hoyland	City	1412 BLACK	3/28/2011	Cat	DMH			110544
	Hoyland	City	1412 BLACK	3/28/2011	Cat	DMH			110545
	Vogel	City	1204 HIGHLAND	3/28/2011	Dog	SHIHTZU MIX			110546
	Hoyland	City	207 JANE	3/29/2011	Dog	ROTT MIX	REL	1	110547
	Vogel	City	SOUTH CAPITAL	3/8/2011	Dog	DAUCH/BEAGLE	R	1	110419
	Hoyland	City	200 BLK JANE	3/29/2011	Cat	DMH			110548
	Vogel	City	1523 SOUTHMOORE	3/27/2011	Dog	PIT	R	2	110540
	Hoyland	City	213 HEMLOCK	3/3/2011	Cat	DSH	E	6	110402
	HARMS	City	205 MAPLE RIDGE	3/30/2011	Dog	PIT MIX	R	1	110554
	Hoyland	City	926 HENRIETTA	3/3/2011	Dog	PIT MIX	REL	1	110396
	Vogel	City	1914 S LAP	3/31/2011	Cat	DSH			110555
	Hoyland	City	1104 S 14TH	3/2/2011	Cat	DSH	E	9	110391
	Vogel	City	1005 CATHERINE	3/1/2011	Cat	DSH	E	8	110389
	Hoyland	City	1305 BLACK	3/1/2011	Dog	MALTESE MIX	A	10	110386
	Hoyland	City	210 AMANDA	3/1/2011	Dog	LAB MIX	E	9	110380
	HARMS	City	1412 S 12TH	3/3/2011	Dog	PIT	R	11	110403
	Hoyland	City	1402 1/2	3/24/2011	Cat	DSH	E	8	110510
	HARMS	City	1 SARA LANE	3/22/2011	Dog	LAB	R	1	110499
	HARMS	City	TWISTED SPOKE	3/21/2011	Dog	PIT	D	0	110485
	HARMS	City	1406 S 6TH	3/21/2011	Dog	PIT	R	0	110484
	Hoyland	City	1410 S 10TH	3/23/2011	Cat	DSH	R	6	110502
	HARMS	City	PEKIN PD	3/19/2011	Dog	TERRIER MIX			110481
	HARMS	City	1011 BLACK	3/19/2011	Cat	DLH	E	13	110478
	Hoyland	City	3707 BROADWAY	3/24/2011	Dog	HUSKY	R	0	110508
	Vogel	City	12th & meyers	3/31/2011	Dog	SHEP MIX			110560
	Hoyland	City	213 HEMLOCK	3/11/2011	Cat	DSH	E	7	110431
	Hoyland	City	14394 MENN. CHURCH RD	3/24/2011	Dog	HUSKY	R	0	110509
	Vogel	City	1523 SOUTHMOOR	3/27/2011	Dog	CHI	R	1	110539
	Hoyland	City	1410 S 10TH	3/17/2011	Cat	DMH	R	6	110461
	Hoyland	City	14TH & MATILDA	3/24/2011	Dog	SHIH TZU	R	1	110520
	Vogel	City	2106 GLENVIEW	3/26/2011	Dog	MASTIFF/SHAR/L	R	2	110534
	Hoyland	City	421 HERMAN	3/12/2011	Dog	PIT	R	2	110437
	Hoyland	City	SHERIDIAN & PARKWAY	3/12/2011	Dog	BEAGLE	R	2	110436
	Hoyland	City	#60 N 20TH	3/11/2011	Dog	CHI	E	11	110434
	HARMS	City	1100 STATE	3/11/2011	Dog	LAB/PIT	R	3	110432
	Vogel	City	1102 S 3RD	3/18/2011	Cat	DSH	E	0	110476
	Vogel	City	2106 GLENVIEW	3/26/2011	Dog	SHEP MIX	R	2	110535

Total Dogs picked up in Pekin: 27

Total Cats picked up in Pekin: 13

Total Others picked up in Pekin: 0

Animal Counts Brought in by Individuals between March 1, 2011 and March 31, 2011

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	307 RESEVOIR	3/14/2011	Dog	LAB MIX	E	2	110443
	Individua	City	100 TAPS LANE	3/10/2011	Cat	DMH	REL	5	110428
	Individua	City	100 TAPS LANE	3/10/2011	Cat	DMH	E	22	110429
	Individua	City	sheridan	3/11/2011	Dog	boxer	D	0	110430
	Individua	City	2315 BROADWAY	3/18/2011	Cat	DSH	E	10	110475
	Individua	City	1315 PRINCE	3/21/2011	Dog	LAB			110488
	Individua	City	S 6TH IN THE PARK	3/21/2011	Other	RABBIT	E	0	110489
	Individua	City	COURT ST	3/1/2011	Dog	CHIA	D	0	110388
	Owner R	City	1300 N 14TH	3/7/2011	Other	POT BELLY PIG	REL	1	110411
	Owner R	City	209 ORR	3/31/2011	Dog	ROTT	D	0	110559
	Owner R	City	806 CATHERINE	3/22/2011	Cat	DSH	REL	7	110493
	Owner R	City	806 CATHERINE	3/22/2011	Cat	DSH	REL	7	110494
	Owner R	City	806 CATHERINE	3/22/2011	Cat	DSH	REL	7	110495
	Owner R	City	806 CATHERINE	3/22/2011	Cat	DSH	REL	7	110496
	Owner R	City	806 CATHERINE	3/22/2011	Cat	DSH	REL	7	110497
	Owner R	City	1109 MAPLE ST	3/30/2011	Dog	ROTT/LAB	E	0	110553
	Owner R	City	1913 WINDSOR	3/4/2011	Cat	DSH			110404

Total Dogs picked up in Pekin: 6

Total Cats picked up in Pekin: 9

Total Others picked up in Pekin: 2

***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, 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, RUSTY L. DUNN, Mayor of the City of Pekin, Tazewell County, Illinois, in recognition of this, do hereby proclaim May 6th, 2011, as*

"AMBUCS CHARITY AUCTION"

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 6, 2011.

***ADOPTED**, this 25th day of April, in the Year of Our Lord, Two Thousand and Eleven.*

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

***WHEREAS,** The purpose of the Pekin Community High School Dragon Pride school-wide student recognition event is to provide Pekin High School students the opportunity to showcase to the community their accomplishments in various classroom activities; and*

***WHEREAS,** In addition, selected students from the various academic departments will be honored for their outstanding accomplishments; and*

***WHEREAS,** The faculty and administration of Pekin Community High School believe that the public should have the opportunity to be more aware of the quality and variety of activities performed by our high school students; and*

***WHEREAS,** The Dragon Pride event is just such an opportunity; and*

***NOW, THEREFORE, BE IT RESOLVED,** that I RUSTY L. DUNN, Mayor of the City of Pekin, do hereby proclaim the week of May 1st, 2011 to be*

"DRAGON PRIDE WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all citizens to participate on Dragon Pride night, held on Wednesday, May 5, 2011 from 6:00 to 8:00PM in the Hawkins gymnasium. The public is cordially invited to attend.

***ADOPTED,** this 25th day of April, in the Year of Our Lord, Two Thousand and Eleven.*

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

***WHEREAS,** the Benevolent and Protective Order of Elks has designated the week of May as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and*

***WHEREAS,** Pekin Lodge #1271 will sponsor an observance during that week in tribute to the junior citizens of this community; and*

***WHEREAS,** no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and*

***WHEREAS,** our Youth need the guidance, inspiration and encouragement which we alone can give in order to develop those qualities of character essential for future leadership; and go forth to serve America; and*

***WHEREAS,** to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship;*

***NOW, THEREFORE, BE IT RESOLVED,** that I RUSTY L. DUNN, Mayor of the City of Pekin, do hereby proclaim the week of May 1st thru May 7th, 2011 to be*

"NATIONAL YOUTH WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance

***ADOPTED,** this 25th day of April, in the Year of Our Lord, Two Thousand and Eleven.*

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Pekin Planning Commission Minutes

April 13, 2011

Present:	Absent:
Dick Cohenour	Steve Thompson
Jim Bradshaw	Daryl Dagit
Don Hild	
Bill Craig, Chairman	
Steve Huey	
Jim Jones	
Ron Knautz	

Chairman, Bill Craig 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 and Attorney Scott Kriegsman

Chairman, Bill Craig asked for the approval of the Agenda.

MOTION by Steve Huey, Seconded by Ron Knautz to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman, Bill Craig asked for the Approval of the February 9, 2011 minutes.

MOTION by Jim Bradshaw, Seconded by Dick Cohenour to Approve the March 9, 2011 minutes as presented. On roll call vote, (5) Four present voted **AYE**. (1) One present (Don Hild) **ABSTAINED**. **MOTION APPROVED**.

City Council Action Report:

April 11, 2011 Council Meeting:

Received and filed the minutes from the March 9, 2011 meeting.

Approved the following recommendations for Hearings:

Hearing #11-1829 / To Approve the Special Use for Loft Living at 17 N 4th Street.

PPC Correspondence: (4) Four Letters of Notice were sent to Residents across from the proposed Open Flea Market with the primary address of 229 Washington Street. (1) One response was received from the Owner of 210 & 212 Washington Street stating that Chuck Taylor is a very nice person & a good neighbor. That is why she has no problem with his request.

Application #1: Chuck Taylor, Owner

Hearing #1 (11-1830 & 11-1831): Special Use for an Outdoor Flea market with the primary address as 229 Washington Street with the Legal Description of Sec 3 T24N R5W Cincinnati Addn Pt Lot 54 NE ¼; Sub lot B Lot 53 & Remaining Pt Sub lot C NE ¼; Sub lot A of Lot 53 NE ¼; Parcel 4, Vac Street & Pt Parcel II of Lots 55 & 56 NE ¼ .24AC;

Parcel 3 & Pt of Vacated Franklin St & 16' Alley NE ¼; Pt Lots 73, 74, 75 & 76 NE ¼ and PIN #04-10-03-208-001; 003; 004 & 007; 04-10-03-214-006 & 04-10-03-215-006 in Tazewell County, Illinois.

Open Public Hearing: 6:34pm

Chuck Taylor presented his case and remained for questions.

Close Public Hearing: 6:35pm

Site Plan Review Committee:
Don Hild, Chairman

Don Hild stated there was no committee meeting and turned it over to the Pekin Planning Commission.

Dick Cohenour questioned the Site Plan showing a sidewalk and when he physically viewed the site he did not see a sidewalk.

Chuck Taylor responded there is an original brick sidewalk that is overgrown with grass through the cracks.

Jim Bradshaw questioned the parking space available in his evaluation of the amount of traffic and parking. His only concern was with parking for the neighborhood but there are not a lot of people in the neighborhood.

Chuck Taylor responded that he has other options for parking if needed.

Ron Sieh stated this is in the Industrial Zone, but because of the combination sewers and continued problems in that area a pervious surface will not be required.

Jim Bradshaw inquired if there was going to be anything permanent on site.

Chuck Taylor stated there will be nothing permanent as the vendors will setup and remove the same day.

Bill Craig asked about Restrooms.

Chuck Taylor responded he has arranged for one portable handicap toilet and if more are needed they will be provided.

Bill Craig inquired about the garbage.

Chuck Taylor stated there is already a dumpster on site and will be providing disposable receptacles throughout the area.

Bill Craig asked what would prevent excess mud and dirt into the City streets during a wet day.

Chuck Taylor said that the entrance is Blacktop millings.

Ron Sieh stated that if something like that happens Chuck Taylor would be responsible to clean it up.

Bill Craig inquired what the sales tax ramification on this event. Does the City control these vendors by permits or could anyone go over to this event and setup. The main concern is how the City would re-coop the cost incurred from complaints, etc.

Ron Sieh reminded the Commission that if this was done under a Vendor License Chuck Taylor would not be coming before the Pekin Planning Commission. That would probably fall under the City Clerk possibly under a peddlers license.

Motion by Don Hild, seconded by Ron Knautz to Approve the Site Plan as presented. On Roll Call Vote. (4) Four Present Voted **NAYE**. (2) Two Present Voted **AYE**. **Motion Disapproved**.

Motion by Steve Huey, seconded by Ron Knautz to Approve the Site Plan for an Outdoor Flea Market without any consideration of a useable sidewalk. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved**.

Special Use Review Committee:
Steve Huey, Chairman

Steve Huey stated there was no Committee meeting and turned it over to the Commission.

Motion by Steve Huey, seconded by Ron Knautz to Approve the Special Use for an Outdoor Flea Market with the stipulation that it is reviewed for renewal with the Site Plan in one year on April 30, 2012 by the Pekin Planning Commission and the event only takes place on Saturdays from 7am-5pm. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved**.

Informal: Ron Sieh, New Baptist Church on Velde asked for approval without returning to the Commission to add a shed and shelter to the original site plan.

Future Items: Election of Chairman and Vice Chairman for the next (4) four years.

Motion by Steve Huey seconded by Ron Knautz to Adjourn the meeting. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved**

Meeting adjourned at 7:43PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
April 13, 2011

HEARING #11-1830

The Pekin Planning Commission recommends the Approval of the Site Plan without any consideration of a useable sidewalk for an Outdoor Flea Market with the primary address as 229 Washington Street to the City Council in Tazewell County, Illinois.

Bill Craig, Chairman

Vice-Chairman

Pekin Planning Commission
April 13, 2011

HEARING #11-1831

The Pekin Planning Commission recommends the Approval of the Special Use with the Stipulation that it is reviewed for renewal with the Site Plan in (1) One year by the Pekin Planning Commission on April 30, 2012 and the Event only takes place on Saturdays from 7am-5pm for an Outdoor Flea Market with the primary address as 229 Washington Street to the City Council in Tazewell County, Illinois.

Bill Craig, Chairman

Vice-Chairman



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Frank Mackaman, Interim City Manager

AGENDA ITEM: Contract for Private Development Pursuant to Pekin, Illinois Plan for Tax Increment Area No. 1: An Investment in the 200 Block of Court Street

AGENDA DATE REQUESTED: April 25, 2011

ACTION REQUESTED: Approve the "Developer's Agreement" with 353 Court LLC for the stabilization of the 200 block of Court Street. The City will invest \$600,000 of TIF funds for this purpose.

DESCRIPTION: This agreement carries out Council's intentions as expressed on January 24, 2011, when Council approved in principle the option of investing TIF funds to stabilize buildings on the 200 block of Court Street. This redevelopment project falls under the "A High Quality of Life" conceptual planning theme.

FINANCIAL IMPACT: The expenditure of \$600,000 will leave a balance of about \$2,340,000 in TIF 1. This item is included in the FY2012 budget.

NEIGHBORHOOD CONCERNS: Promotes the stabilization and revitalization of downtown

IMPACT IF APPROVED: Successful completion of the project will stabilize the property encompassed by the agreement and ready it for productive use.

IMPACT IF DENIED: The 200 block will continue to deteriorate.

ALTERNATIVES: NA

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

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

REQUIRED SIGNATURES

Department Director:

Date: 4.19.2011

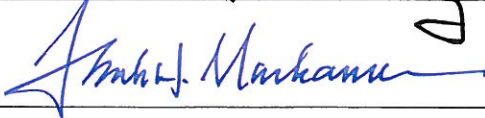
Finance Department (Certification of Availability of Funds):

Date: 4-19-11 

Corporation Counsel: 

Date: 4-19-2011

City Manager:

Date: 4.19.2011 

**CONTRACT FOR PRIVATE DEVELOPMENT
PURSUANT TO THE PEKIN, ILLINOIS PLAN
FOR TAX INCREMENT AREA NO. 1**

THIS AGREEMENT, entered into on or as of the _____ day of _____, 2011, by and between the **CITY OF PEKIN, ILLINOIS**, a Municipal Corporation (which altogether with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at City Hall, 111 S. Capitol, Pekin, Illinois, and **353 Court LLC**, hereinafter called "Redeveloper" whose address is P.O. Box 333 Pekin, IL Pekin, Illinois 61555

WITNESSETH:

WHEREAS, the City is a municipal corporation organized under the laws of the State of Illinois and Article VII, Section 6(a) of the Constitution of the State of Illinois with the authority to exercise such powers and perform any function pertaining to its government as thereby authorized; and

WHEREAS, the City has identified certain areas within its municipal boundaries where there is a need for economic assistance in order to address the extraordinary measures which must be undertaken to make any redevelopment thereof economically viable; and

WHEREAS, the City has made fiscal appropriation for the revitalization of the Central Business District Redevelopment Project Area known as Tax Increment Area No. 1 in the City of Pekin, and hereafter referred to as the "Central Business District", pursuant to 65 ILCS 5/11-74.4-1 *et seq.*, "The Tax Increment Allocation Redevelopment Act" (hereinafter referred to as the "Act"); and

WHEREAS, to achieve the objectives of the Plan the City intends to participate in and commit resources to the Redeveloper in the Pre-development Planning, Administration and Facilitation Agreement; and

WHEREAS, pursuant to the provisions of the 2008 Amendment to the TIF Redevelopment Plan and Project, the City has adopted a Redevelopment Plan (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Tax Increment Area No.1 and the Central Business District; and

WHEREAS, to achieve the objectives of the Plan, the City intends to assist the Redeveloper in the development of Tax Increment Area No. 1, and the Central Business District; and

WHEREAS, in order to induce the Redeveloper to undertake the redevelopment of the Central Business District, the Corporate Authorities have determined that it is in the best interests of the City and the health, safety, morals and welfare of the residents of the City for the

City to (i) approve the Redevelopment Plan, designate the Redevelopment Project Area and utilize the TIF Act in order to assist with Redevelopment Project Costs; (ii) reimburse the Developer for eligible Phase One Redevelopment Project Costs in the amount of \$600,000; and (iii) evidence certain obligations of the City to reimburse the Redeveloper for eligible Redevelopment Project Costs; and

WHEREAS, the Corporate Authorities have determined that providing financial assistance to the Redeveloper as hereinafter set forth is warranted because the redevelopment of the Subject Property pursuant to this Agreement is in the best interests of the City and the health, safety and welfare of its residents and taxpayers; shall help provide for job opportunities for the residents of the City; shall enhance the tax base of the City and other taxing districts; and shall add to the welfare and prosperity of the City; and,

WHEREAS, the Redeveloper warrants that without the financial assistance under the terms and conditions hereinafter set forth, the Redeveloper would not proceed with the Project.

WHEREAS, pursuant to the Plan, the City agrees to allow the acquisition of no less than four additional on site liquor licenses and three additional carryout liquor licenses, upon proper application and by applicant, where such application and applicants meet all of the City's requirements for said liquor licenses; and

WHEREAS, pursuant to the Plan, the City agrees to continue discussions and negotiations for the potential development of the existing service alley, located directly North of Court Street, as a pedestrian and non-motorized vehicle causeway; and

WHEREAS, the City believes that the redevelopment of the Project Site pursuant to the Plan is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws:

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

SECTION 1:

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

"Acquisition Site" means the real property to be acquired by the Redeveloper, more fully described in Exhibit "A" attached hereto.

"Act" means the Tax Increment Allocation Redevelopment Act, as amended and supplemented from time to time.

"Agreement" means the Contract for Private Development.

"Authorized Representative" means such person at the time and from time to time

designated to act on behalf of the Redeveloper.

"Certificate of Completion" means the certificate issued by the City pursuant to Section 4(F), which evidences completion of the Project in full compliance with the terms of this Agreement.

"City" means the City of Pekin, Illinois.

"Design Standards" means applicable sections of the City's Building Codes and the TIF standards specific to this TIF area.

"Events of Default" shall mean those occurrences, actions or lack of action, which shall be construed to be a breach or failure to perform pursuant to the terms of this Agreement.

"Final Site Plan" means upon agreement a final plan will set forth the building and property locations, ingress and egress, loading and parking areas as presented in Exhibit B, and such other requirements of Pekin's zoning and building codes. This plan shall be completed within 30 days of the execution of this agreement.

"Fiscal Year" means that period of twelve (12) consecutive months running from May 1 of any given year, until April 30 of the succeeding year.

"Joint Review Board" means representatives of all of the governmental taxing bodies levying taxes within the boundaries of said Tax Increment Financing District.

"Phase One" means stabilization of 217, 219, 221, and 229 Court Street.

"Phase Two" means stabilization of 215, 227 and landscaping of 209 and 211.

"Plan" means the City of Pekin Tax Increment Redevelopment Plan for Tax Increment Area No.1 as adopted by the City pursuant to the Act in the basis form attached hereto as Exhibit "D."

"Project" means the development of the Acquisition Site (block bounded by Court, Margaret, 2nd and 3rd Streets; excluding Pin #04-04-34-432-007 and Pin #04-04-34-432-015) accordance with the terms and conditions of this Agreement and the Rehabilitation and Construction Plans.

"Property" means the Project which is sometimes referred to herein as the Property.

"Redeveloper" shall mean 353 Court LLC.

"Redevelopment Project Area" means the City of Pekin Tax Increment Redevelopment Project Area, as adopted by the City which is described in Exhibit "A" attached hereto.

"Rehabilitation and Construction Plans" means the detailed plan, drawings, specifications

and related documents including the site plan and construction drawings along with a proposed completion schedule for the construction of the Project.

"Real Estate Tax Increment Available Funds" means amounts paid by the Tazewell County Treasurer to the City, and lawfully required to be deposited into the Special Allocation Fund of the Redevelopment Project Area to transactions occurring within the Acquisition Site.

"Term" means five (5) years from the date of execution of the contract.

B. Incorporation of Recitals. The parties agree that all of the recitals contained in the preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section I.

C. Construction of Words. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivision of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

D. Non-Limitation of City's Remedies. This Section shall in no way limit the remedies of the City pursuant to the other Sections of this Agreement and pursuant to law and equity in the Event of Default.

E. The parties agree that a Memorandum of this executed Agreement will be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois.

SECTION 2: GENERAL REDEVELOPER COVENANTS. In addition to all other specific covenants and agreements contained in this Agreement, the Redeveloper makes the following expressed covenants:

A. The Redeveloper shall acquire the Phase One real estate.

B. The Redeveloper will pay and keep current all City fees and/or licenses that may from time to time apply to the Property.

C. The Redeveloper will use the property for any use compatible with current B-2 zoning. The Redeveloper will stabilize existing buildings and maintain any vacant lots acquired so as to meet existing City zoning requirements. Once completed, the Redeveloper will keep the Property fully insured at all times. The Redeveloper shall also keep the Property in a good state of repair and shall insure that it is maintained properly.

Further, the Redeveloper guarantees (i) that all work will comply with all City building

and fire codes existing at the time of this agreement and applicable to the property, (ii) to submit architectural drawings for approval by the City prior to any work, (iii) to pull permits prior to commencing any work, and (iv) to submit to inspections as required.

D. The City shall require tenants to obtain an occupancy permit before occupying redeveloped space

E. Upon the commencement of business operations in any of the properties, the Tenant(s) shall furnish to the City, on a monthly basis, retail sales tax receipts as reported to the Illinois Department of Revenue ("IDOR"). The Redeveloper shall include in all tenant leases that such tenants provide a completed PTAX 1002-21 form ("Authorization to Release Sales Tax Information to Local Governments") for purposes verifying remittance of sales taxes to the IDOR. Failure of a tenant to provide to the City, upon request, a completed PTAX 1002-21 form shall constitute an event of default.

F. The Redeveloper shall promptly pay all real estate taxes when due.

G. The Redeveloper agrees that Redeveloper shall not discriminate in violation of any applicable Federal, State or Local laws or regulations upon basis of race, color, religion, sex, age, or natural origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

H. The Redeveloper shall bear the responsibility of ascertaining whether or not the construction work is done in an appropriate manner, consistent with this Agreement, subject to review and approval by the City.

I. The Redeveloper acknowledges and agrees that City shall not have any obligation whatsoever with respect to construction of the premises.

J. Redeveloper Existence: Ownership and Operation of the Project. The Redeveloper will not sell, assign, transfer or otherwise convey any of its interest in and to the Project to any other person, partnership, corporation or other entity, without the prior written consent of the City, for the term of this agreement which consent shall not be unreasonably withheld. The Redeveloper will at all times operate the Project so that it constitutes a "project" within the meaning of the Act and the Plan.

K. Indemnification Covenants. The Redeveloper agrees for itself, its successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the conduct or management of redeveloper, (ii) any breach or default on the part of the Redeveloper or its successors and assigns in the performance of any of its obligations under this Agreement, (iii) any act of negligence of the Redeveloper or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper, or (v) any violation by the Redeveloper or any other person of state or federal securities law in connection with the offer and sale of limited partnerships in the Redeveloper or

any part of the Project. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. The City agrees to indemnify and save Redeveloper and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from any act of negligence by the City or any of its agents or employees. In no way limiting the foregoing, the Redeveloper shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses, which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et. seq., in connection with the Project.

L. Insurance. The Redeveloper agrees to maintain all necessary insurance with respect to the Project in accordance with the requirements of this Agreement. A certificate of insurance will be provided to the City.

M. The Redeveloper will also pay prevailing wage, as required by any federal, state, or municipal laws and regulations applicable, and the Redeveloper will in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

SECTION 3: CITY'S COVENANTS.

A. The City agrees to consider in good faith, consistent with the purposes and intent outlined herein, any variance requests from the Redeveloper, consistent with the City's plans in the Central Business District Redevelopment Project Area, in the Redevelopment project and the revitalization of the buildings to be occupied.

B. The City of Pekin will pay the Redeveloper in five (5) equal installments of \$120,000.00. Payments are contingent upon work completed according to the construction schedule as verified by the City (Exhibit C).

C. Any payments by the City, pursuant to this agreement, as set forth per Exhibit "C," attached hereto, shall not made or be required to be paid, until the Redeveloper has acquired, optioned, or entered into binding purchase agreements for all the Phase One properties designated as part of the redevelopment plan and projects herein, excluding the vacant adjacent properties owned by the City.

D. The City of Pekin will evaluate a Developer's Proposal for Phase II upon occupancy or signed lease commitments for no less than 50 percent of the street level space, as it relates to buildings defined in Phase I.

E. The City agrees that it shall not impose any more restrictive zoning and/or development requirements upon the property than those requirements adopted pursuant to this Agreement and the applicable laws and regulations in effect as of the date of this Agreement. The provisions of this subparagraph shall include, but not be limited to, a prohibition against amending the zoning

classification applicable to the property to a more restrictive zoning classification, a prohibition against amending the zoning classification of the property in a manner which causes the Redeveloper to operate a non-conforming use on the property and a prohibition against amending any standard pertaining to improvements constructed on the property in a manner which causes those improvements to be non-conforming.

F. The City acknowledges that the Project as proposed for the property conforms to the current zoning, except to the extent that the actual businesses operating within the project area are speculative and unknown at this time.

G. The City agrees to permit Redeveloper access to and use of City-owned vacant lots fronting Court Street for the duration of Phase One. Further the City agrees that after execution of agreement, but not later than 30 days after completion of Phase One, the City will advertise and consider proposals from developers for the purchase of and development of the two City-owned lots within Phase One, which best supports the 200 Block Redevelopment Plan. An agreement for said proposal shall be executed within 60 days of the completion of Phase One, consistent with the proposal process.

SECTION 4: CONSTRUCTION RELATED COVENANTS.

A. Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform to all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, and life safety codes.

B. Changes in Rehabilitation and Construction Plans. If the Redeveloper desires to make any change to the Rehabilitation and Construction Plans which significantly affects the appearance, function, or structural integrity of the Project, the Redeveloper shall submit the proposed changes to the City for its approval, and the City shall not unreasonably withhold its approval.

C. Time Limitations. The stabilization improvements referred to herein shall be substantially completed within eighteen (18) months of commencement.

D. Commencements. The Redeveloper agrees for itself, its successors and assignees that it shall promptly begin and diligently execute to completion the construction of the Project pursuant to the approved stabilization and approved changes.

E. Lien Waivers. All contracts entered into on the property during the term of this Agreement shall provide that all contractors and sub-contractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Plan and the Prevailing Wage Law in effect and adopted by the City from time to time.

F. Certificate of Completion. Promptly upon completion of the Project the City shall execute and deliver to the Redeveloper a Certificate of Completion which shall be deemed a

conclusive determination of satisfaction with respect to the obligations of the Redeveloper and its successors and assigns, that the stabilization of the Project is completed and in accord herewith.

G. Form of Certification. The certification provided for in Section 4(F) shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement detailing how the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement, and what measures or steps are necessary, in the opinion of the City, for the Redeveloper to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City.

H. Progress Reports. Upon commencement and until construction of the Project has been completed, the Redeveloper shall submit pay make requests as per the construction schedule, complete with progress reports to the City per Exhibit "C."

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER.

The Redeveloper represents, warrants and agrees that:

A. Organization and Authorization. The Redeveloper has power to enter into and execute and deliver this Agreement.

B. Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of or any offering or disclosure statement made or to be made on behalf of the Redeveloper or of any restriction, agreement or instrument to which the Redeveloper or any of its partners or venturers is now a party or by which the Redeveloper or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Project or upon any assets of the Redeveloper, any related party, or any of its venturers under the terms of any instrument or agreement to which the Redeveloper, any related party, or any of its partners or venturers is now a party or by which the Redeveloper, any related party, or any of its venturers is bound.

C. The Redeveloper will prepare a proposal for Phase II upon occupancy or signed lease commitments for no less than 50% of street level space that relates to buildings defined in Phase I and submit it to the City for evaluation.

SECTION 6: CONSTRUCTION OF THE IMPROVEMENTS.

A. Commencement and Completion. Redeveloper shall commence construction of the Project and thereafter pursue the Project with due diligence and in good faith, and without delay.

Redeveloper shall cause the Improvements to be constructed in a good and workmanlike manner in accordance with the plan, and in all respects in compliance with all applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities having or exercising jurisdiction over the Property or the Improvements and will not cause, permit or allow any substantial deviations from the Plans without the prior written consent of the City, which consent shall not be unreasonably withheld.

SECTION 7: LIABILITY AND RISK INSURANCE AND PERFORMANCE BOND.

A. Liability Insurance. Redeveloper or Redeveloper's contractor shall procure and deliver to City at Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every of the obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, workmen's compensation insurance with liability coverage under the comprehensive liability insurance to be not less than Three Hundred Thousand Dollars (\$300,000) each occurrence and Five Hundred Thousand Dollars (\$500,000) total. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy.

B. Risk Insurance. Redeveloper or Redeveloper's contractor shall procure and deliver to City at Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each of the obligations of Redeveloper contained herein has been performed, a policy or policies of builder's risk insurance.

SECTION 8: RIGHTS OF INSPECTION: AGENCY.

The City or its designee shall have the right at any reasonable time and upon reasonable notice to Redeveloper to enter upon the Property for the purposes of inspection.

SECTION 9: EVENTS OF DEFAULT.

The following shall be Events of Default with respect to this Agreement, but said list is not exhaustive:

A. Default in the performance or breach of any covenant contained in this Agreement.

B. Default in the performance or breach of any other covenant, warranty or obligation of a party to this Agreement and continuance of such default or breach for a period of thirty (30) days after Redeveloper has actual knowledge thereof.

C. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Redeveloper in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Redeveloper for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed in and effect for a period of sixty (60) consecutive days.

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

SECTION 10: REMEDIES ON DEFAULT.

A. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other, cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. If the default or breach shall not be cured or remedied within 60 days, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

B. Pay Attorney's Fees and Expenses.

If either party repudiates or fails to perform any obligation under this Contract (a default), the non-defaulting party shall serve written notice of default on the defaulting party within seven calendar days after the alleged default occurs, or after the agreed closing date. If notice is properly given and the defaulting party does not cure the default within ten days of the service of the notice, the non-defaulting party may pursue any remedy available in law or equity, including specific performance. Amounts recoverable for damages are not limited to the earnest money deposit. In the event of litigation, the defaulting or losing party shall pay on demand the reasonable attorneys' fees and court costs incurred by the prevailing party.

C. Non-Payment of Real Estate Taxes or Sales Taxes.

If Redeveloper fails to pay any real estate taxes on the Acquisition site within thirty (30) days from the date that said taxes are due and owing during any time that tax increment allocation obligations are outstanding, the City may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Area in which the Property is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes had the real estate taxes been paid, or (b) make payment of the real property taxes due and owing on the Property. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of Nine (9%) percent per annum until paid. The City shall have a lien against the Property for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Property.

SECTION 11: OTHER RIGHTS AND REMEDIES.

A. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the other part. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SECTION 12: DELAY IN PERFORMANCE.

For the purposes of any of the provisions of this Agreement, except with regard to payment of real estate as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for Redevelopment or of the Redeveloper with respect to construction of the Improvements as the case may be, shall be extended for the period of the enforced delay, provided, that the party seeking the benefit of the provisions of this Section, shall within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto, and shall not be unreasonably withheld.

SECTION 13: ASSIGNMENT OF AGREEMENT. This Agreement shall be assigned only upon written consent of the City; which consent shall not be unreasonably withheld.

SECTION 14: CONFLICT OF INTEREST.

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

SECTION 15: NOTICES.

All notices required and provided for in this Agreement shall be sent to the following addresses:

To the City: Mayor's Office
City Hall
111 S. Capitol St.
Pekin, IL 61554

To Redeveloper: 353 Court LLC
PO Box 333
Pekin, IL 61555

All notices shall be effective on the date received, and all shall be delivered by certified mail, return receipt requested.

SECTION 16: CONSTRUED

This agreement shall be construed in accordance with the laws of the State of Illinois.

SECTION 17: COUNTERPARTS.

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

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

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CITY: **CITY OF PEKIN**, a municipal corporation

353 COURT, LLC

Mayor

Redeveloper

ATTEST:

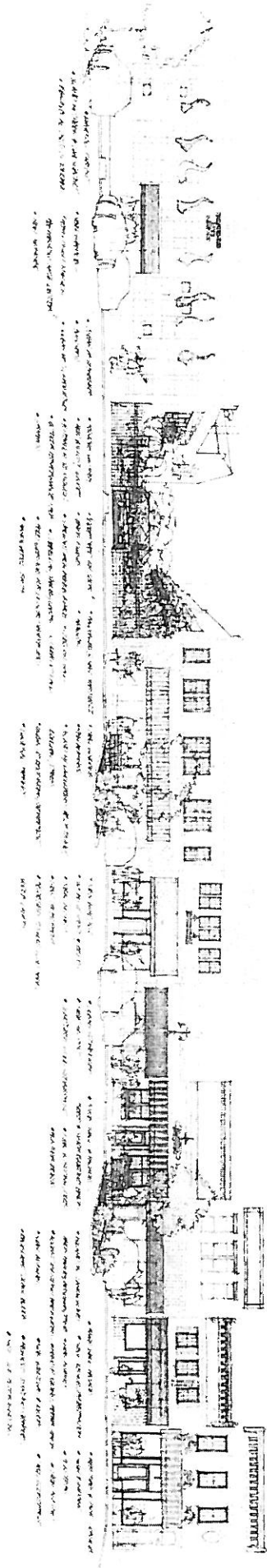
ATTEST:

(Seal) City Clerk

Witness

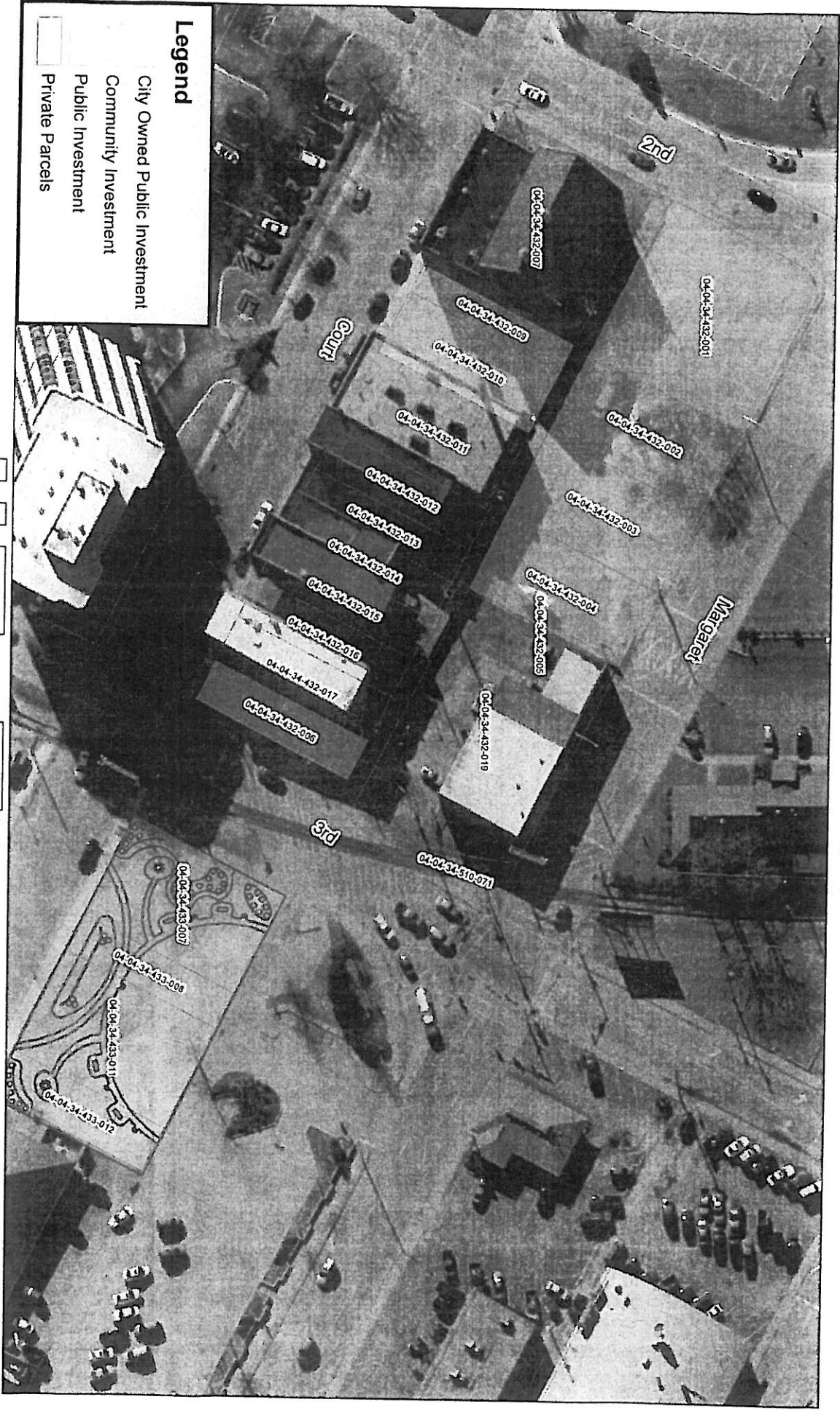
Exhibit A

209 Court St.	Property ID # 04-04-34-432-009
211 Court St.	Property ID # 04-04-34-432-010
217 Court St.	Property ID # 04-04-34-432-012
219 Court St.	Property ID # 04-04-34-432-013
221 Court St.	Property ID # 04-04-34-432-014
229 Court St.	Property ID # 04-04-34-432-017





Mission District Redevelopment





Pekin Downtown Main Street and Pekin TIF Zone Boundaries



Work Scope

12/08-2/11 April May June July Aug Sept

Pre-Development Agreement Task Schedule

Definition of Project Area	Completed
Definition of Dev Agreement Terms and Conditions	Completed
Real Estate Acquisition	Completed
Project Development / Tenant Interest	Completed
Acquisition of Options to Purchase	Completed
Preliminary cost analysis	Completed
Preliminary Site Plans and Conceptual Renderings	Completed
Detailed Cost and Task Analysis	Completed
Interior Demolition	Completed
Masonry Tuck Pointing	Completed
Roof Removal / Replacement	Completed
Exterior Penetrations / Storefronts, Windows Doors	Completed
Structural Steel for Stabilization	Completed
MEP Rough In	Completed
Sprinkler System	Completed
Exterior Landscape and Green Space	Completed

Post Development Agreement Task Schedule

Create Bid Documents	XX
Advertise Bid Opportunities	XX
Secure Building Permits for Project	XXXX
Complete Bid Document Review	XX
Let Project for Bid	XXXX
Respond RFI	XX

Work Scope

[illegible]

Bids Due		XX	
Bid Review		XX	
Release Sub Contracts		XXXX	XX
Sub Contract Permitting		XX XX	
Submittal Request		XX XXX	
Submittal Review		XXX	

Interior Demolition / Refuse Removal	XXXXXX XXXXX	XX
Schedule MEP Penetrations		XXX
Masonry Repair @ Street-front elevations	XXXXXXXXXXXXXXXXXX	XX XXXX
Masonry Repair at Rear Elevations		XXXXXXXXXXXXXX
Roof Removal / Replacement		XX > XXXX
Structural Steel	XXX XX >	XXX
MEP Complete Service / Prelim Installation		XXXXX
Sprinkler Rough	XXXXXXXXXXXXXX	
Storefront Glass / Exterior Doors		XXXX
Exterior Sealants		XXXX

District Marketing / Tenant Coordination? Entrepreneurial Support	XX	X XX	X XX	XX X	XXXX
Begin Coordination of Interior Finish Based on Tenant Interest				XX	X XXXXX
Begin Phase #2 Pre Development Tasks					XXXX XXXXX



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Frank Mackaman, Interim City Manager

From: TIF Administrator – Central Business District TIF

AGENDA ITEM: TIF Façade Program for Advanced Video Productions at 223 Court Street

AGENDA DATE REQUESTED: April 8th , 2011

ACTION REQUESTED: \$12,500.00

DESCRIPTION: Approval by Mayor and Council to pay Jeff Oesch property owner of 223 Court Street with business operations of Advanced Video Productions the eligible amount under the terms of the façade guidelines for the amount of \$12,500.00. Property owner will be tuck pointing exterior brick walls to stabilize and beautify the building. Currently, the building is not experiencing water penetration but tuck pointing is necessary to prevent any future damage to the structure. The eligible expenses total \$38,800.00. This program reimburses ½ of the cost up to \$12,500 (whichever is less). Pekin Main Street Design committee has reviewed the application and recommends to Council the approval of the TIF façade grant for the amount of \$12,500.00. City Inspections have been notified of this project and property owner will apply for permit when façade application is approved. All work will be inspected and dollars issued upon satisfactory completion.

FINANCIAL IMPACT: \$12,500.00/\$76,927.65

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow property owner to preserve building integrity with preventative tuck pointing maintenance. Building has a 10 year old roof in good condition and no other water penetration or weatherization issues.

IMPACT IF DENIED: Delay in tuck pointing entire building due to large expense of project

ALTERNATIVES:

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

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

REQUIRED SIGNATURES
Department Director: Date: 4/20/11 Leigh Anne Matthews
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date:

April 7, 2011

Leigh Ann Mathews
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Dear Leigh Ann,

Please accept my application for the City of Pekin Downtown Facade Revitalization Program. I am requesting a facade grant, which will allow me to stabilize and beautify the original exterior brick facade of my building. There is a large amount of tuckpointing to be completed.

Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeff Oesch", written in a cursive style.

Jeff Oesch
President

ADVANCED VIDEO PRODUCTIONS
CORPORATE TELEVISION

223 COURT STREET PEKIN, IL 61554 • PHONE (309) 347-8401 • FAX (309) 347-5168

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICATION REQUEST

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St, Pekin, IL 61554

1. Name of Applicant: Jeffrey Oesch
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 223 Court St. PIN No. _____
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 405 Willow St. Phone #: 347-2356
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____

7. Is the ground level floor space devoted to commercial purposes? Yes
8. Briefly describe the type of business operation presently housed in building: Commercial /
Industrial Video Production
9. What is approximate age of building? 90?
10. Is Owner of property currently participating in any other City business assistance program? No
11. Are you aware of any historical or architectural significance associated with the building? No
If yes, please explain: _____

12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:
I want to tuck point the brick walls outside the
building to stabilize + Beautify the building.

13. How soon after possible grant approval by the City would you begin your project? immediately
14. Once started, how long would it take to complete? 1 month
15. What is the total cost of planned eligible work? \$ \$40,000
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
Self-funded by owner
17. Will the planned building renovation result in the creation of any new jobs? _____
If yes, how many full-time and/or part-time positions will result? _____

Applicant(s) Signature: [Signature]

Date: 3/15/11

Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

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

Date: 4/18/2011

Chair Signature: [Signature]

Amount recommended: \$ 12,500.00

Conditions, if any: _____

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____

Mayor's Signature: _____

Amount recommended: \$ _____

Conditions, if any: _____

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

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

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

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

Applicant(s) Signature: _____

[Handwritten Signature]

Date: 3/15/11

Date: _____

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

Façade Grant Project Summary
Advanced Video Productions
223 Court Street

Brick/Masonry – tuck pointing

Clifford Kaufman & Sons	\$38,800.00
-------------------------	-------------

Total Project cost	\$38,800.00
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Requested Grant Amount	\$12,500.00
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CLIFFORD KAUFMAN & SONS, INC.

Masonry Contractors

P. O. BOX 5199 • 632 W. DAVID • MORTON, IL 61550

ESTIMATE & AGREEMENT

DATE: 3/17/11

BID: We hereby propose to furnish material and labor to complete the work outlined herein for the sum of:

Thirty Eight Thousand Eight Hundred and no/100
 (\$38,800.⁰⁰)

TO

Advanced Video Productions
 223 Court Street
 Pekin, IL 61554

We hereby submit specifications and bid for: Re-tuckpointing of Brk Bldg. at above Address

Scope of Work: (East & West Side of Bldg.)

PH: 347-8401

FX:

- (A) Upon personally inspecting the existing brickwork at both sides of bldg. East & West, there is a lot of missing and worn out Mortar joints. As follows are my recommendations on re-tuckpointing of these (2) sides
- (1) Using electric grinders with diamond blades grind out all open or missing Mortar joints to a depth of Appx. 1/2"
 - (2) Re-tuckpoint with new Mortar with bonding Agent and light Buff Coloring
 - (3) Will need your neighbors permission to work off of their roofs as needed
 - (4) Included in this bid is the rental of a manlift Machine basket, the machine will be in the alley over most the time, in order to get to work area. We will work with your neighbors who need access to alley.
 - (5) Install Indiana Limestone Cap stone at top of the old unused chimney
 - (6) Furnish all ladders, tarps, scaffolding, plywood cover protection for neighbors roofs, rental of Manlift Basket machine, electric grinder / diamond blades, Mortar, sand, buff coloring, bonding agent, equipment, Indiana Limestone Caps, Misc. and labor to do the above mentioned scope of work
 - (7) general cleanup

Labor + Material 38,800.⁰⁰

This proposal ALSO EXCLUDES the following items: Liquidated Damages, Builders Risk Insurance, Performance/Labor Bond Costs, Accelerated scheduling, Testing Services, Foundation Dewatering, Cold Weather Protection-Enclosures, Coverings, Heat or Material Handling enclosures and associated add'l labor costs incurred due to cold weather construction., Demolition, Shoring, Dust Barriers, Temp. Board-ups, or Mechanical patchwork, Sheetmetal Flashings, Counter Flashings/Cutting of Reglets -All by Others, Vertical Wall angles anchored to exist'g bldg., Fire-safing materials, Caulking/or Closure angles at walls to undersides of decks. Steel Beam Installs, Setting of dr. frames, Supply of loose steel lintels, plates, sleeves bolts, etc. (Brick Pavers, Marble, Slate, Tile, Precast Conc. Caps, Sills Panels-Supply/Installs are excluded.) Perimeter Insulation, Grouting Column base plates, foundation damproofings, Surface Flood-coat water-repellents excluded, Block core Fill insulation, Block insulation inserts, or "Foamed" insulation are excluded unless otherwise noted above. We will require site access for material deliveries & installations, and adequate water supply jobsite-no transporting figured. Restoration/cleaning of existing brick, block, stone, concrete excluded. Site restoration costs, landscaping, protection of exist'g landscape, repair or replacement of pavements, walks are excluded due to required accessibility. Our current Excess Liability insurance coverage is \$2.0Mil. If add'l Required: ADD+\$2,750 per MIL., to quotation stated above (Note: Add'l insurance coverage costs are valid for one(12) month contracted period only. Add'l costs available upon request.)

TERMS: Prompt monthly progress payments. Final/Full payment due upon Completion - 30 Days Net. All Monthly Past Due accounts subject to 1 1/2% per month service charge amounting to interest rate of 18% per year. You will be responsible for all costs incurred by Clifford Kaufman & Sons, Inc. in collection of amounts due, including any attorney's fees incurred by Clifford Kaufman & Sons, Inc. in collection.

THIS PROPOSAL MUST BE ATTACHED TO & BECOME PART OF ANY PURCHASE ORDER.

CONTRACTOR'S GUARANTEE

We guarantee all material used in this contract to be specified above and the entire job to be done in a neat, workmanlike manner. Any variations from plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements made with our workmen are not recognized.

DATE:

3/17/11

SIGNED:

Jeffrey L. Kaufman

ACCEPTANCE OF BID

The above specifications, terms, and contract are satisfactory, and I (we) hereby authorize the performance of this work.

DATE:

/ /

COMPANY:

AUTHORIZED
SIGNATURE:

THIS CONTRACT IS VOID 30 DAYS FROM DATE UNLESS THIS PROPOSAL IS SIGNED AND RETURNED TO BIDDER. All agreements contingent upon labor disputes, strikes, accidents or delays beyond our control. Owner to carry Fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. -Coverage Limits are available upon request.

Illinois Central Masonry, Inc.

815 N. Main St.

Eureka, IL 61530

Phone 309-222-1296 Brent

309-251-9757 Troy

INVOICEMarch 16, 2011
DATE:TO: ADVANCED VIDEO
223 COURT ST.
Pekin, IL. 61554

FOR:

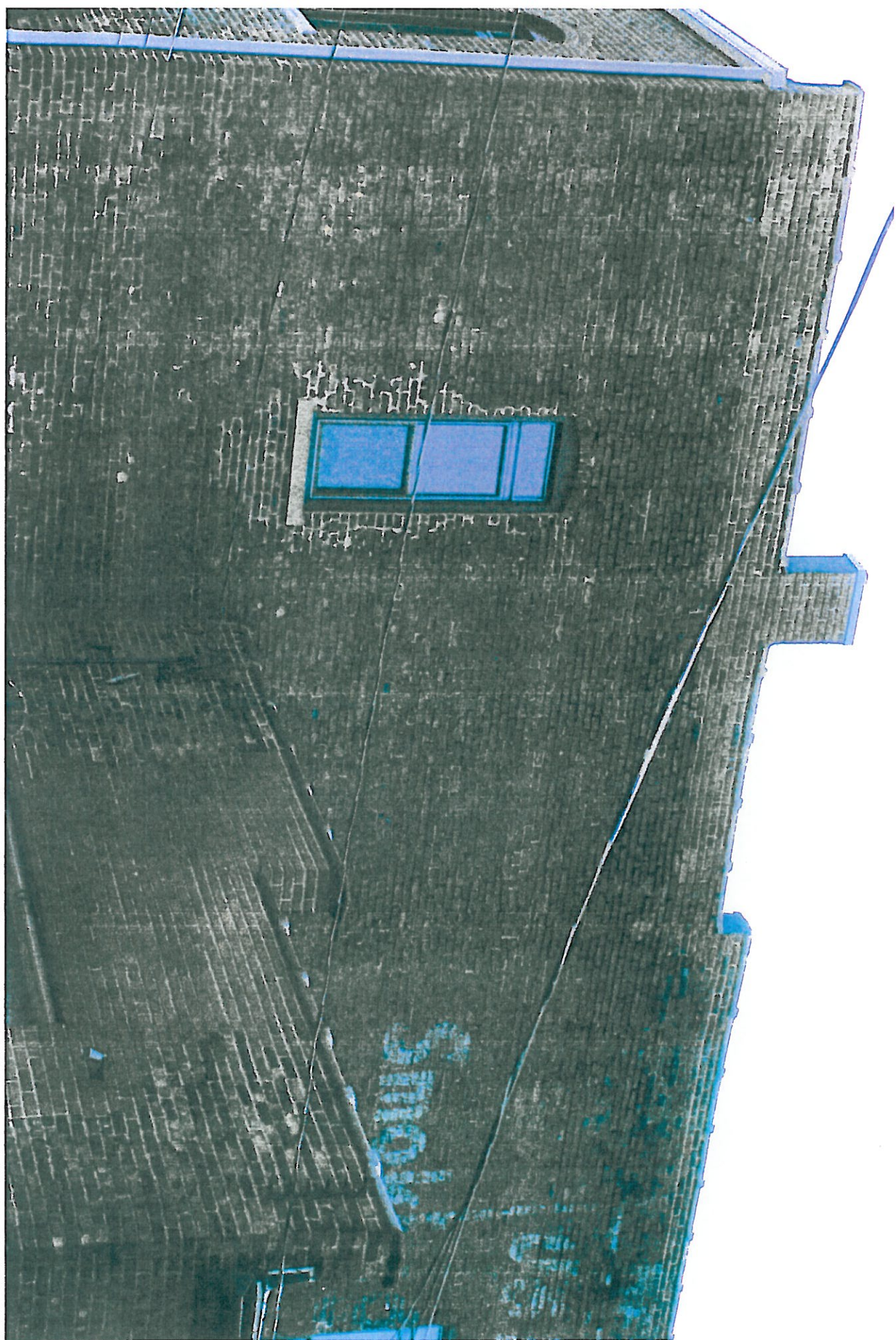
DESCRIPTION	AMOUNT
Re-tuckpoint Mortar joints as needed on both East & West sides of bldg. as discussed with the owner.	\$ 42,210. ⁰⁰
Provide all equipment & labor	
Owner to provide water and electricity, and any and all permits.	— 0 —
TOTAL	\$ 42,210. ⁰⁰

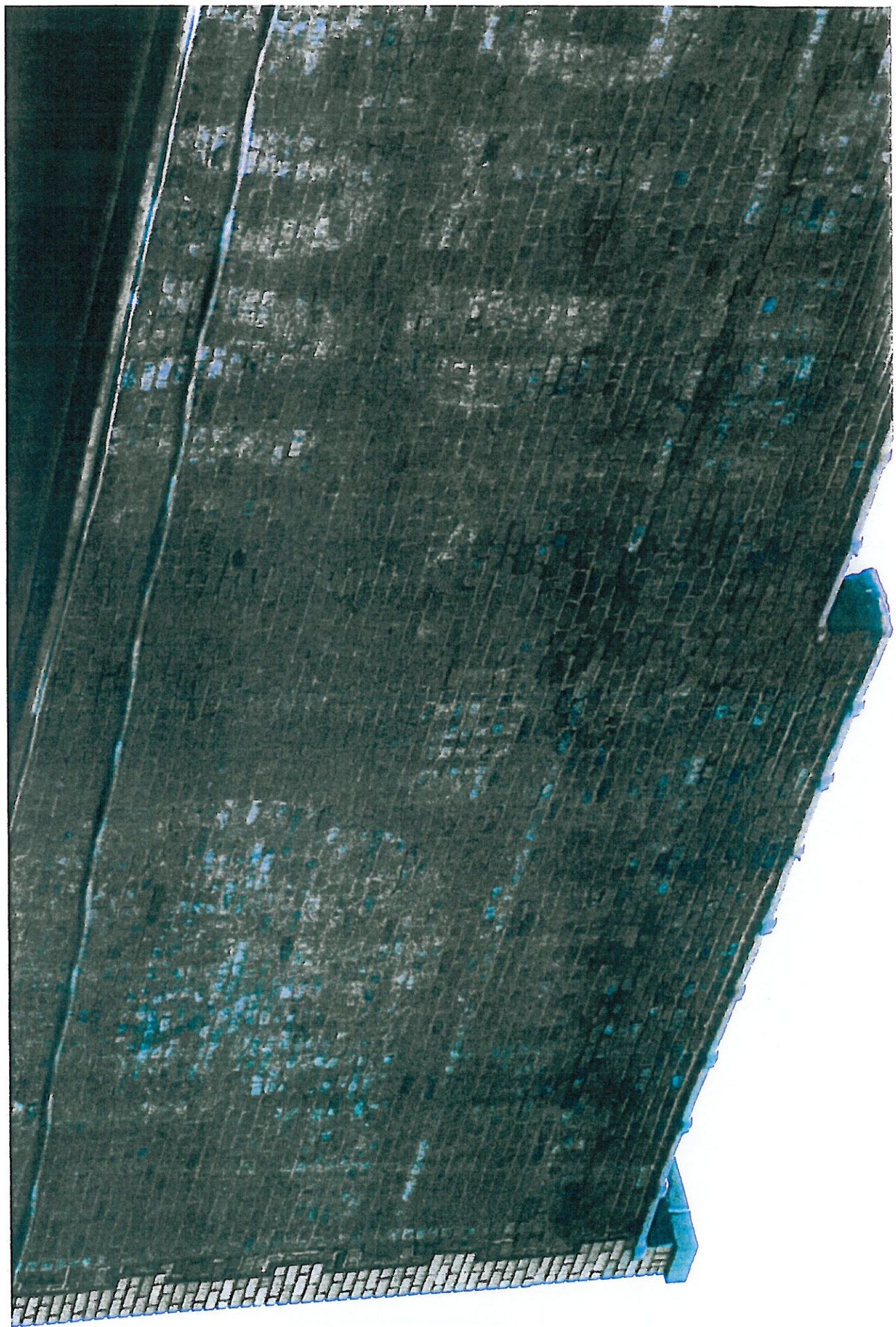
Thank you for your business!

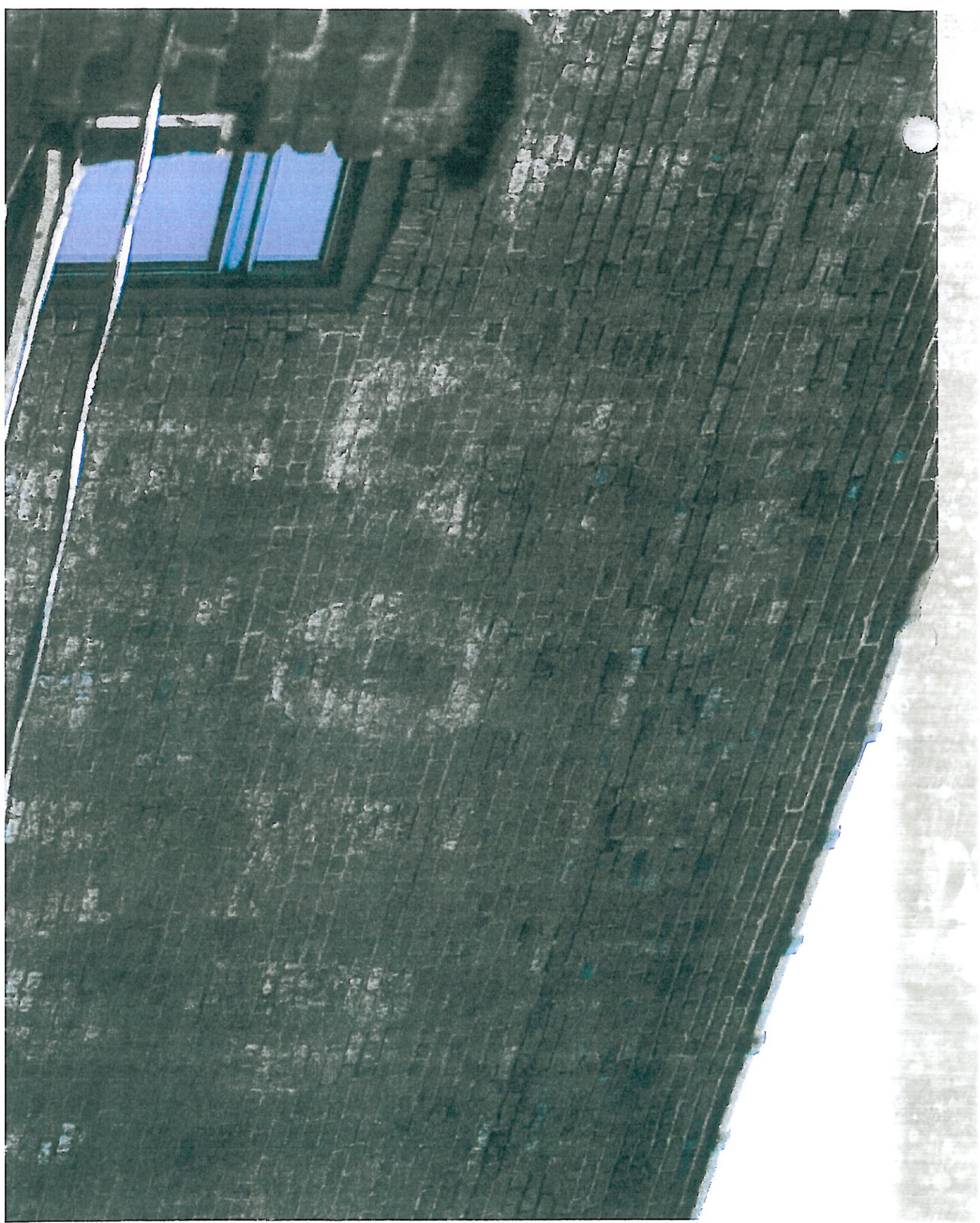














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P. O. BOX 5199 • 632 W. DAVID • MORTON, IL 61550

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DATE: 3/17/11

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223 Court Street
Pekin, IL 61554

TO

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 - ③ Will need your neighbors permission to work off of their roofs as needed
 - ④ Included in this bid is the rental of a manlift Machine basket, the machine will be in the alley area most the time, in order to get to work area. We will work with your neighbors who need access to alley.
 - ⑤ Install Indiana Limestone Cap stone at top of the old unused chimney
 - ⑥ Furnish all ladders, tarps, scaffolding, plywood cover protection for neighbors roofs, rental of Manlift Basket machine, electric grinder / diamond blades, Mortar, sand, buff coloring, bonding agent, equipment, Indiana Limestone Caps, Misc, and labor to do the above mentioned scope of Work
 - ⑦ general cleanup

Labor + Material 38,800.00

This proposal ALSO EXCLUDES the following items: Liquidated Damages, Builders Risk Insurance, Performance/Labor Bond Costs, Accelerated scheduling, Testing Services, Foundation Dewatering, Cold Weather Protection-Enclosures, Coverings, Heat or Material Handling enclosures and associated add'l labor costs incurred due to cold weather construction., Demolition, Shoring, Dust Barriers, Temp. Board-ups, or Mechanical patchwork, Sheetmetal Flashings, Counter Flashings/Cutting of Reglets-All by Others, Vertical Wall angles anchored to exist'g bldg., Fire-safing materials, Caulking/or Closure angles at walls to undersides of decks. Steel Beam Installs, Setting of dr.frames, Supply of loose steel lintels, plates, sleeves bolts, etc. (-Brick Pavers, Marble, Slate, Tile, Precast Conc. Caps, Sills Panels-Supply/Installs are excluded.) Perimeter Insulation, Grouting Column base plates, foundation dampproofings, Surface Flood-coat water-repellents excluded, Block core Fill insulation, Block insulation inserts, or "Foamed" insulation are excluded unless otherwise noted above.-We will require site access for material deliveries & installations, and adequate water supply jobsite-no transporting figured. Restoration/cleaning of existing brick, block, stone, concrete excluded. Site restoration costs, landscaping, protection of exist'g landscape, repair or replacement of pavements, walks are excluded due to required accessibility. Our current Excess Liability insurance coverage is \$2.0Mil. If add'l Required: ADD+\$2,750 per MIL., to quotation stated above
(Note: Add'l insurance coverage costs are valid for one(12) month contracted period only.-Add'l costs available upon request)

TERMS: Prompt monthly progress payments, Final/Full payment due upon Completion - 30 Days Net. All Monthly Past Due accounts subject to 1 1/2% per month service charge amounting to interest rate of 18% per year. You will be responsible for all costs incurred by Clifford Kaufman & Sons, Inc. in collection of amounts due, including any attorney's fees incurred by Clifford Kaufman & Sons, Inc. in collection.

THIS PROPOSAL MUST BE ATTACHED TO & BECOME PART OF ANY PURCHASE ORDER.

CONTRACTOR'S GUARANTEE

We guarantee all material used in this contract to be specified above and the entire job to be done in a neat, workmanlike manner. Any variations from plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements made with our workmen are not recognized.

DATE:

3/17/11

SIGNED:

Jeffrey L. Kaufman

ACCEPTANCE OF BID

The above specifications, terms, and contract are satisfactory, and (I) (we) hereby authorize the performance of this work.

DATE:

/ /

COMPANY:

AUTHORIZED
SIGNATURE:

THIS CONTRACT IS VOID 30 DAYS FROM DATE UNLESS THIS PROPOSAL IS SIGNED AND RETURNED TO BIDDER
All agreements contingent upon labor disputes, strikes, accidents or delays beyond our control. Owner to carry Fire, tornado and other necessary insurance.
Our workers are fully covered by Workman's Compensation insurance.-Coverage Limits are available upon request.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Frank Mackaman, Interim City Manager

From: TIF Administrator – Central Business District TIF

AGENDA ITEM: TIF Façade Program for Hamm's Furniture at 347 Court Street

AGENDA DATE REQUESTED: April 15th 2011

ACTION REQUESTED: \$9,160.50

DESCRIPTION: Approval by Mayor and Council to pay Hamm's Furniture property owner of 347 Court Street the eligible amount under the terms of the façade guidelines for the amount of \$9,160.50. Property owners are recovering the awning across the front of the building utilizing existing awing frame structure which remains in good condition and resurfacing existing roof with sprayed urethane foam. The current roof urethane application was performed in 1995 has served its life expectancy and needs to be power washed and resurfaced. The eligible expenses total \$18,321.00. This program reimburses 1/2 of the cost up to \$12,500 (whichever is less). Pekin Main Street Design committee has reviewed the application and recommends to Council the approval of the TIF façade grant for the amount of \$9,160.50. City Inspections have been notified of this project and property owner will apply for permit when façade application is approved. All work will be inspected and dollars issued upon satisfactory completion.

FINANCIAL IMPACT: \$9,160.50/\$86,088.15

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow property owner to enhance façade appearance with new awning material and preserve the building integrity with maintaining roof

IMPACT IF DENIED: Delays renovations due to overall business operational costs and other ongoing maintenance projects.

ALTERNATIVES:

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

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

REQUIRED SIGNATURES
Department Director: Date: 4/20/11 Leigh Ann Matthews
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date:

ASAP

13. How soon after possible grant approval by the City would you begin your project? _____
14. Once started, how long would it take to complete? 1-3 Weeks
15. What is the total cost of planned eligible work? \$ 18,321.00
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
Asset National Bank Business Line of Credit
Cash on Hand Hammis Furniture Store
17. Will the planned building renovation result in the creation of any new jobs? NO
If yes, how many full-time and/or part-time positions will result? _____
- Applicant(s) Signature: Brian Ham Date: 4/15/11
- _____ Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

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

Date: 4/18/2011 Chair Signature: [Signature]

Amount recommended: \$ 9,160.50 Conditions, if any: _____

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

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

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

Applicant(s) Signature:

Russ Hamm

Date:

3/9/11Hamm's Furniture Inc.

Date:

3/9/11

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

City of Pekin, Illinois Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

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

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

Façade Grant Project Summary
Hamm's Furniture
347 Court Street

Roof

Timian Construction	\$14,350.00
---------------------	-------------

Awning

Peoria Tent and Awning	\$ 3971.01
------------------------	------------

Total Project Cost	\$18,321.01
---------------------------	--------------------

Requested Grant Amount	\$9160.51
-------------------------------	------------------

WARRANTY:

FLAT ONE PLY BLACK
5 YEARS

FLAT ONE PLY CHIP
10 YEARS

FLAT ONE PLY COAT
7 YEARS

PRICE:

We propose to provide all labor, tools, materials and equipment to re-roof the area at the above location for the sum of:

UPPER SECTION-4800 SF	REGULAR PRICE:	20% DISCOUNT:
FLAT ONE PLY BLACK	\$10,920.00	\$ 8,736.00
FLAT ONE PLY COAT	\$12,360.00	\$ 9,888.00
FLAT ONE PLY CHIP	\$13,320.00	\$10,656.00

LOWER SECTION-3000 SF	REGULAR PRICE:	20% DISCOUNT:
FLAT ONE PLY BLACK	\$7,050.00	\$ 5,640.00
FLAT ONE PLY COAT	\$7,950.00	\$ 6,360.00
FLAT ONE PLY CHIP	\$8,550.00	\$ 6,840.00

17496

DISCOUNT VALID THROUGH 03-18-11

TERMS:

BLACK AND CHIP: 1/3 down upon execution of contract. Balance due upon completion of work described above.

COAT: 1/3 down and balance upon completion less a ten percent retainer held for aluminum coating. Aluminum coating will be completed after minimum curing time of sixty days.

NOTES:

1. Contractor provides General Liability and Workers Compensation Insurance.
2. Removal and closure of disused penetration, and replacement of any deteriorated decking or saturated insulation to be billed separately on a per square foot basis. To be determined upon necessity at time that work is performed. Customer to be consulted in advance.
3. Warranties listed cover material and come with a three year labor warranty.
4. Customer to supply dumpster if necessary for roofing debris.
5. Sunburst Aluminum Roof Coating to be applied after minimum curing time of 60 days if coating option was selected. Balance due upon completion of black system less a ten percent retainer held for Aluminum Coating.
6. It is the customer's responsibility to move items away from the outside perimeter of the building during application. The contractor shall not be held liable for any over-spray on items not moved.

FIVE STAR COMMERCIAL ROOFING WILL MEET OR BEAT ANY REPUTABLE ROOFING COMPANIES BID.

We gladly accept Master card & Visa
An additional charge of 3% is charged by Master Card/Visa/Discover.

FIVE STAR COMMERCIAL ROOFING, INC.

BY: ALBERT FUATAVAI

TITLE: SALES

DATE: 3/8/2011

COMPANY: HAMMS FURNITURE

ACCEPTED BY: _____

TITLE: _____

DATE: _____

J & T CONSTRUCTION
SERVICES, INC. D.B.A.

**TIMIAN
CONSTRUCTION**

840 Brenkman Dr
Pekin, IL 61554
(309)346-2151 phone
(309)346-3111 fax

Name / Address
HAMM'S FURNITURE 347 COURT STREET PEKIN, IL 61554

Proposal & Acceptance

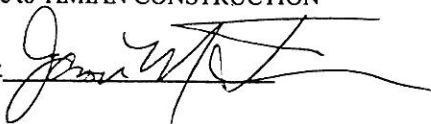
Date	Estimate #
4/6/2010	312

Terms	Project

We Submit Specifications & Estimates for:	Total
RECOATING 80 FTX 100 FT OF ROOF 1. POWERWASH EXISTING ROOF SURFACE USING WAC CLEANER 2. SPRAY FOAM TO FRONT GABLE AND RAISED BOX AREA OF ROOF 3. SPRAY ACRATHANE TOP COATING OVER PROPOSED AREA (80X100)	14,350.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration from specifications will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our company is fully insured with General liability & Workmans compensation. Any and all legal costs concerning recovery of payment will be at owners expense. Payments to be made as follows: half down to start, balance upon completion. Checks are to be payable to TIMIAN CONSTRUCTION

Authorized Signature: _____



Acceptance of proposal: _____

Total

\$14,350.00

TIMIAN CONSTRUCTION

"Being a General Contractor from out of state, many times in the past I have been treated as less important. Not from Timian Construction they responded promptly, and did what ever it took, to get the job done according to schedule, its the little things that mean a lot."

Mark Allen, Sears Project Manager

HOW IT WORKS

If you have a ballasted (rock covered) roof, Timian Construction uses a large industrial gravel removal vac system. We can remove all loose gravel and dirt from existing tar and gravel roofs and then spray foam and apply the appropriate base and top coatings.

Timian Construction uses sprayed-in-place polyurethane foam, which has an R-Value of 7.2 per inch. This seamless sprayed system is a perfect choice for retrofit application. Often the existing surface can be cleaned and the system applied without removing the roof. The foam is then covered with a two coat rubber roofing system.

THE ADVANTAGES OF SPRAYED URETHANE FOAM

The sprayed urethane foam is very light in weight; it only adds .02 pound per square foot to an existing roof. Nevertheless, it has a very high strength to weight ration which adds structural support to your roof.. The foam is monolithic, meaning that your entire roof, regardless of size or shape, becomes unnecessary. Urethane foam sprayed on existing roofs effectively seals old leaks and isolates any new leaks that may occur, making repair a simple task. It reduces thermal shock, is highly durable, is fast and economical, and is non-polluting.



Proposal

Name: Hamm's Furniture
Address: 347 Court St.
Pekin, IL 61554
Russ Hamm #346-0875

509 NE Adams St.
Peoria, IL 61603
Phone 309-674-1128
Fax 309-673-0338
Website: www.peoriaawning.com
Email: mark@peoriaawning.com

Date: 3-1-11

Project: Recover existing awning

Scope of work: We will remove, recover and re-install the existing awning at the above address. The awning frame will be brought into our shop for recover. The frame will be covered using Sunbrella fabric-color to be chosen by the customer. We will re-install the frame onto the building.

PRICE: \$ 3,818.80 material and installation only
TAX: \$ 152.21
\$ 3,971.01

Terms & Conditions:

- ½ Due at time of order
- Balance due upon completion
- Prices quoted good for 30 days from proposal date
- Owner is responsible for obtaining any required permits
- Delivery time will be 4-6 weeks after receipt of signed proposal & down payment

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

Date: _____

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

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

Date: 3/2/11

TAZEWELL COUNTY
DUANE GRAY CO TREASURER
P.O. BOX 490
PEKIN, IL 61555-0490

TOWNSHIP	LENDING CODE	LAND/LOT ACRES	FARM LAND ACRES	FORFEITED TAX
PEKIN				

PROPERTY NUMBER	CLASS	CODE	NUMBER	TAX NOTICE
04-04-34-434-012	0060	04021	3914	
SEC 34 T25N R5W ORIGINAL TOWN W 402.3' OF LOT 12 & E 33' OF LOT 13 BLK 64 SE 1/4				
LAND/LOT ASSESSED	FARM LAND ASSESSED	FARM BLDG. ASSESSED	BUILDING ASSESSED	TOTAL ASSESSED
8090			29400	37490
LAND/LOT B.O.R. MULT	FARM LAND B.O.R. MULT	FARM BLDG. B.O.R. MULT	BUILDING B.O.R. MULT	DEPARTMENT MULTIPLIER
				1.00000
IMPROVEMENT EXEMPTION	DEPARTMENT EQUALIZED	OWNER OCCUPIED	HOMESTEAD/ VETERAN	SCAFHE
	37490			
RETURN VETERAN	DISABLED	DISABLED VETERAN	TAXABLE VALUE	
			37490	

HAMMS FURNITURE
347 COURT ST
PEKIN IL 61554-0000

PROPERTY OWNER IF OTHER THAN ABOVE

2009 REAL ESTATE TAX

1ST INSTALLMENT	2ND INSTALLMENT
06/01/2010	DUE DATE 09/01/2010
1,357.16	INSTALLMENT 1,357.16
	PENALTY/COST
1,357.16	TOTAL 1,357.16

TIF TAX VALUE 21,986

IMPORTANT INFORMATION ON BACK OF BILL

TOTAL TAX: 2,714.32

PROPERTY NUMBER		CLASS	NUMBER	TOWNSHIP		
04-04-34-434-012		0060	3914	PEKIN		
2008 RATE	2008 TAX	TAXING DISTRICT	2009 RATE	PERCENT	2009 TAX	PENSION
.44690	69.28	TAZEWELL COUNTY	.44587	2.5	69.12	14.21
.15246	23.64	PEKIN TWP.	.15398	.9	23.88	
		PE TWP ASSESSOR				
		PEKIN RD & BR				
2.65263	411.26	GRADE SCHOOL 108	2.65316	15.2	411.34	11.34
1.80068	279.18	HIGH SCHOOL 303	1.81302	15.4	281.10	8.94
.43197	64.98	MMNTY COLLEGE 514	.48741	2.2	55.56	1.05
1.04866	162.58	PEKIN CORP	1.03934	5.9	161.14	138.29
.41897	64.86	PEKIN PARK DIST	.41853	4.4	64.88	4.62
.23087	35.80	PEKIN LIBRARY	.22884	1.3	35.48	
	1,526.84	TIF DIST PEKIN		58.6	1,591.82	
PAID			PAID			
MAY 24 2008			AUG 23 2008			
TELLER #4			TELLER #4			
			OK# 22945			
7.18314	2,640.52	TOTAL TAX	7.24015	100.0	2,714.32	

PAID
MAY 24 PAID
TELLER #4

PAID
AUG 23 PAID
TELLER #4
CK# 22945

YOU MAY BE ELIGIBLE FOR THE SENIOR CITIZENS AND DISABLED PERSONS PROPERTY TAX RELIEF AND PHARMACEUTICAL ASSISTANCE ACT.
APPLICATIONS ARE AVAILABLE FROM THE ILLINOIS DEPARTMENT OF REVENUE FOR QUESTIONS CALL: 1-800-624-2459 FOR FORMS CALL: 1-800-356-6302



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Frank Mackaman, Interim City Manager

AGENDA ITEM: Special-Use and Site Plan for Outdoor Sales (Flea Market)

AGENDA DATE REQUESTED: April 24, 2011

ACTION REQUESTED: Approve the recommendation from the Pekin Planning Commission with stipulation that it is open on Saturdays from 7 A.M. to 5 P. M. only and reviewed on April 30, 2012 to renew the special-use.

DESCRIPTION: The owner of The Sign Shop located at 229 Washington Street would like to set up an outdoor area for a flea market to rent out spaces to prospective retailers.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: No neighbors had concerns about the proposed flea market after letters were sent out, but one neighbor that owns 2 houses across the street did call and say that she would have no problem with the proposed flea market.

IMPACT IF APPROVED: None

IMPACT IF DENIED: None

ALTERNATIVES: Not open a flea market at this location.

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

✓

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

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

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

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

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

REQUIRED SIGNATURES

Department Director:

Date:

4/20/2011

Finance Department (Certification of Availability of Funds):

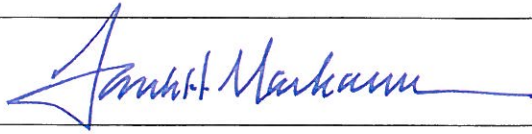
Date:

Corporation Counsel:

Date:

City Manager:

Date: 4.20.2011

A handwritten signature in blue ink, appearing to read "Robert Markham", is written over the signature line.





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Reimbursement Agreement for Preliminary Engineering – Gas Line Relocation

AGENDA DATE REQUESTED: April 25, 2011

ACTION REQUESTED: Approve the Reimbursement Agreement in the amount of \$32,100 for Preliminary Engineering by Panhandle Eastern Pipeline Company.

DESCRIPTION: The first leg of Veterans Drive to the north from Broadway to Sheridan has to cross the gas transmission line of Panhandle Eastern. As it is currently installed, the pipe cannot withstand the loading of the proposed road over the top of it and will need to be replaced with a stronger line. The design for this work must be done by Panhandle and this agreement gives the price required to perform the engineering work. Once the design is completed, they will provide us with the cost to relocate the line which will be included into the cost to construct the road. This is the only option for continuing Veterans Drive since there is no other alignment that can be taken to avoid crossing the gas line.

I recommend that this agreement be approved.

FINANCIAL IMPACT: \$32,100 from the engineering budget for Veterans Drive

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Project will move ahead toward construction possibly this year

IMPACT IF DENIED: Project will not be able to move forward until this issue is resolved

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES
Department Director:
Date: 4/12/11
Finance Department (Certification of Availability of Funds):
Date: 4-12-11
Corporation Counsel:
Date: 4/12/11
City Manager:
Date: 4.12.11

PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT

This Preliminary Engineering Reimbursement Agreement ("Agreement") is made this _____ day of April, 2011 by and between Panhandle Eastern Pipe Line Company, LP ("Company"), a Delaware Limited Partnership with its principal office in Houston, Texas and the City of Pekin ("City"), Illinois, a political subdivision of the State of Illinois, with its principal offices in Pekin, Illinois.

WHEREAS, Company owns and operates an interstate natural gas transmission system, including a high pressure natural gas pipeline known as the Peoria 300 line in Tazewell County, Illinois (the "Pipeline"); and

WHEREAS, the City of Pekin proposes to construct a new public roadway (construction of such roadway, the "Roadway Project"), as more fully described on the plans attached hereto as Exhibit A; and

WHEREAS, a portion of the Roadway Project will cross the Pipeline, and construction of the Roadway Project will require that a portion of the Pipeline be replaced, relocated, adjusted and/or otherwise modified (including, without limitation, installation of a temporary bypass) (such replacement, relocation, adjustment and/or modification, to be determined in the sole discretion of Company, collectively, the "Pipeline Modifications"); and

WHEREAS, in order to develop plans for, and the estimated cost of, the Pipeline Modifications, it is necessary for Company to conduct, or to engage third party contractors and consultants to conduct, certain survey, investigation, design and preliminary engineering work (collectively, the "Preliminary Engineering"); and

WHEREAS, City has agreed to reimburse Company for the costs incurred by Company in connection with the Preliminary Engineering, and in consideration of such agreement, Company has agreed to proceed with the Preliminary Engineering on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, above, and the mutual covenants hereinafter set forth, Company and City (the "Parties" hereto; each is a "Party") agree as follows:

1. Company shall conduct, and/or engage third party contractors and consultants to conduct, the Preliminary Engineering.
2. City shall reimburse Company for one hundred (100%) percent of all costs incurred by Company in performing the Preliminary Engineering, including, but not limited to: surveying, design, engineering, general and administrative expenses, and any other costs reasonably incurred directly or indirectly with respect to the Preliminary Engineering. The estimated total cost to perform the Preliminary Engineering is \$32,100. Such estimate shall not, however, be deemed to constitute either a floor or a ceiling as to City's liability hereunder. The City of Pekin shall prepay to Company such estimated cost within ten (10) business days of the date on which this Agreement is fully executed and returned to Company. Company is under no obligation to proceed with any phase of the Preliminary Engineering until Company's receipt of such prepayment.
3. Upon completion of the Preliminary Engineering, when all costs are fully determined, Company shall provide a detailed cost accounting to the City of Pekin for all direct and indirect costs. Company shall refund, within 30 days of the transmittal date of the cost accounting, any amount prepaid by the City of Pekin that is in excess of the cost. Pekin shall pay to Company, within the same period, any amount by which the Preliminary Engineering cost exceeds the aggregate amount prepaid by the City of Pekin. Company shall provide the City with monthly progress reports on the status of the Preliminary

Engineering on both the estimated time to complete and the estimated cost basis. In addition, the Company shall make commercially reasonable efforts not to exceed the estimated cost.

4. Upon conclusion of the Preliminary Engineering, Company shall deliver to the city of Pekin Company's proposal for construction of the Pipeline Modifications, together with an estimate of the cost of such Pipeline Modifications. Company and Pekin will then negotiate in good faith in an effort to reach agreement on the terms and conditions under which Company will construct the Pipeline Modifications and under which Pekin will reimburse Company for the cost of such construction. The parties acknowledge that Company will not commence construction of the Pipeline Modifications until the parties have executed and delivered a separate agreement with respect to such construction and the reimbursement of Company's costs

5. This Agreement shall be binding upon the parties hereto, their successors and assigns.

6. All notices and other communications between the parties, unless otherwise specifically provided, shall be in writing and deemed to have been duly given when delivered in person or three days after being deposited with the United States Postal Service, First Class, with postage prepaid, addressed as follows:

Scott Gallagher
Panhandle Eastern Pipe Line Company, LP
8910 Purdue Road, Suite 300
Indianapolis, IN 46268
Phone 317-879-3033
Fax 713-879-3039
Scott.M.Gallagher@SUG.com

Joe Wuellner
City of Pekin, IL
111 South Capital Street
Pekin, IL 61554
Phone 309-478-5371
Fax _____
jwuellner@ci.pekin.il.us

or to such other address as either Party from time to time may designate by written notice to the other in accordance with this section.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT FOR THE CONFLICT OF LAWS PROVISIONS THEREOF WHICH WOULD REFER A PARTY TO THE LAWS OF ANOTHER JURISDICTION.

8. This Agreement contains the entire agreement between Company and Pekin with respect to the subject matter hereof, and there are no representations, understandings or agreements, oral or written, between Company and Pekin that are not included herein.

PANHANDLE EASTERN PIPE LINE COMPANY, LP

CITY OF PEKIN, IL

By: _____

By: _____

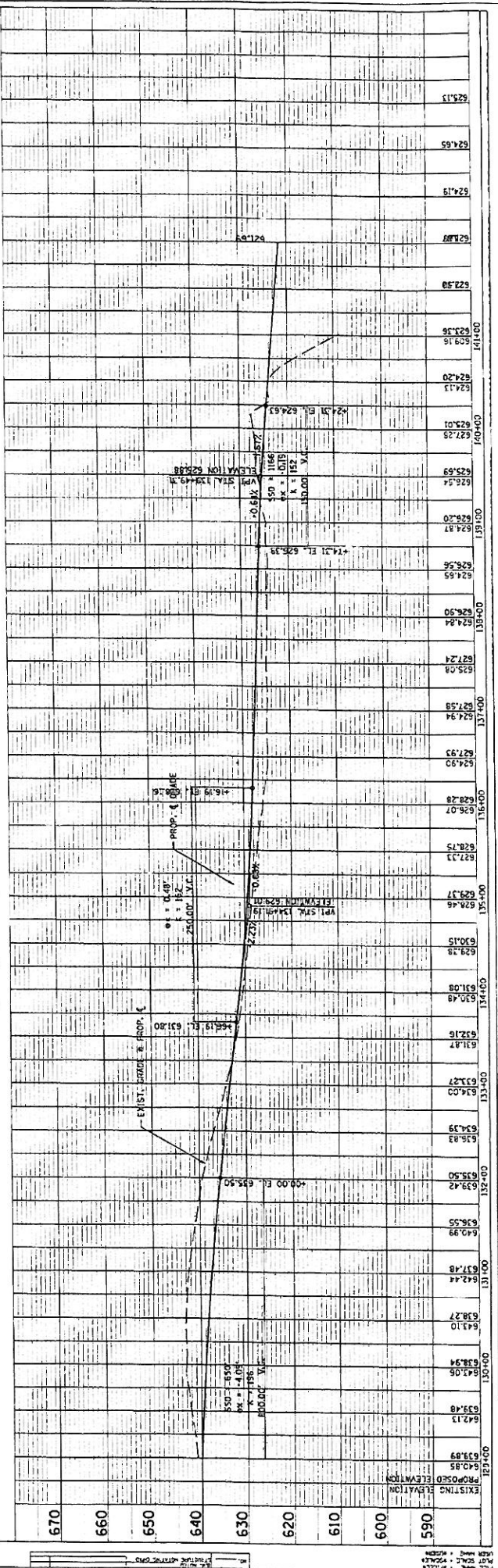
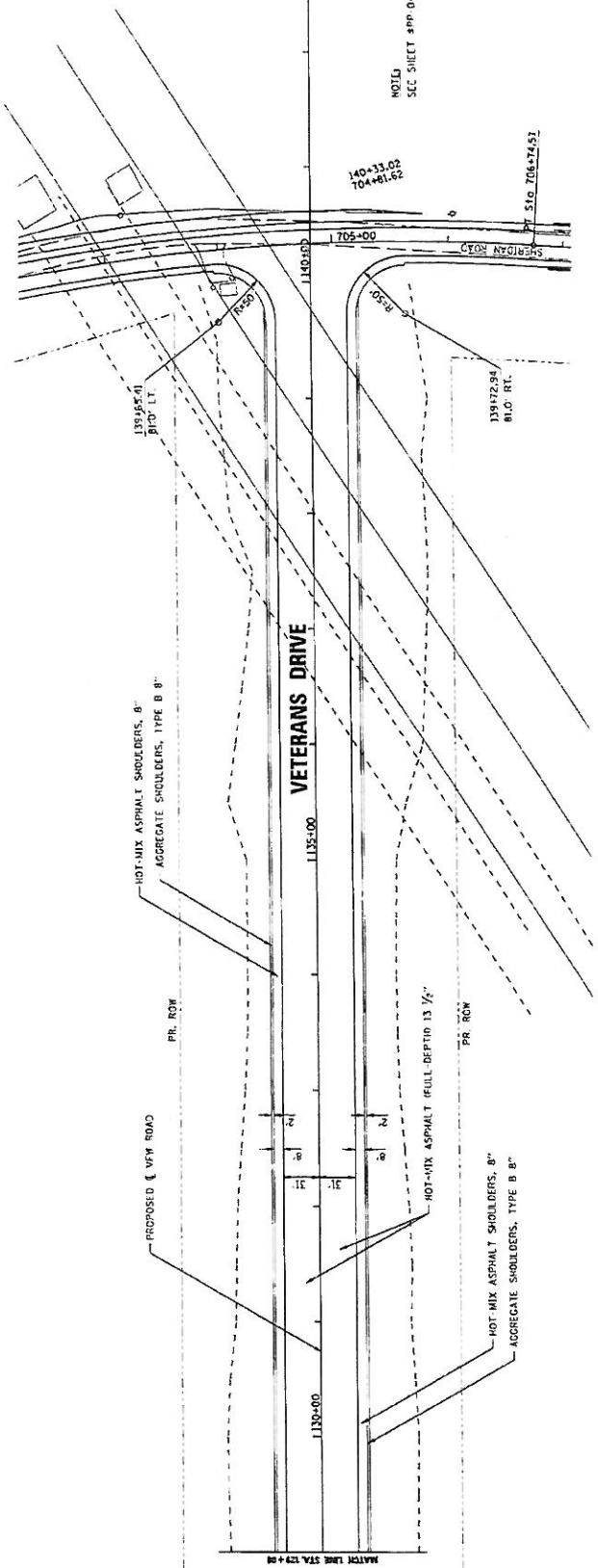
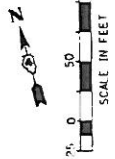
Title: Vice President

Title: Mayer

EXHIBIT A

CONTRACT NO. 001
 COUNTY TAZEWELL
 SECTION 1
 STA. 128+00 TO STA. 140+42.74
 FILE NO. INT. WA. 4 (1/1/00) FEB. AND PROJ.

NOTE:
 SEE SHEET APP 04 FOR SHERIDAN ROAD PROPOSED ITEMS





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Engineering Agreement with Farnsworth for Compost Site

AGENDA DATE REQUESTED: April 25, 2011

ACTION REQUESTED: Approve engineering agreement with Farnsworth in the amount of \$21,290 for services to establish a compost site.

DESCRIPTION: The current agreement with D. J. Mahoney (Pekin Recycling) expires on January 15, 2012 and they have stated that they will no longer be in the business of composting yard waste. If the yard waste would be picked up with the regular garbage, if allowed, our cost for disposal would increase well beyond the price we pay for composting. Another option would be to find another operating site which would increase driving distances. Because of the nature of the site, I do not recommend that the City purchase the property but look to utilize property that is already owned. This engineering agreement will do the study to utilize property on the north side of town at the end of Brenkman Drive. With the planned use as an industrial area, this facility would be a good fit.

There are no funds dedicated in the current budget for this work but if the work isn't completed and an IEPA operating permit is not secured by January 2012, we will not have a local site to dispose of yard waste. Our options would be to either stop collecting yard waste or find some other place that will take it for us. This would definitely involve driving much further along with paying a disposal charge that undoubtedly would be somewhat higher than what we have paid in the past. Therefore, I recommend that this agreement with Farnsworth to do the study to get the site ready for IEPA permitting be approved so we will be able to keep collecting yard waste.

FINANCIAL IMPACT: \$21,290 from the solid waste budget

NEIGHBORHOOD CONCERNS: Continue to pick up yard waste

IMPACT IF APPROVED: City will have a site to dispose of yard waste for composting

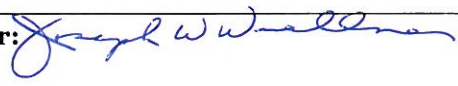
IMPACT IF DENIED: City will discontinue picking up yard waste or have to find another site that will accept it

ALTERNATIVES: stop collecting yard waste or find somewhere else to dispose of it

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

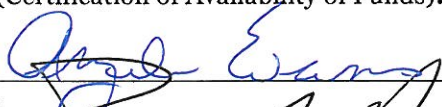
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure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

REQUIRED SIGNATURES

Department Director: 

Date: 4/14/11

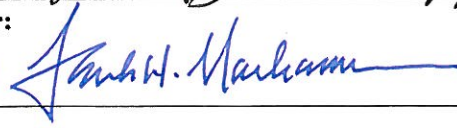
Finance Department (Certification of Availability of Funds):

Date: 4-14-11 

Corporation Counsel:

Date: 4-19-11 

City Manager:

Date: 4.14.11 

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective this 7th day of April in the year 2011, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH, of 7707 N. Knoxville Avenue, Peoria, IL 61614 and City of Pekin, hereinafter referred to as CLIENT, of 111 South Capitol Street, Pekin, IL 61554.

By signing this Agreement, CLIENT retains FARNSWORTH to provide professional services in connection with "Compost Site Relocation" hereinafter referred to as PROJECT.

By this Agreement, the scope of FARNSWORTH's services on the PROJECT is as follows:

- A. The general scope of services for this project is the preparation and submittal of an Illinois Environmental Protection Agency (IEPA) compost facility permit application. The CLIENT proposes to own and operate the facility at a site currently owned by the CLIENT, located at the east end of Brenkman Drive, within the City of Pekin. The specific tasks proposed to be performed for the CLIENT in preparing the IEPA application include the following:

1. Site Location Map. A site location map shall be prepared for submittal to IEPA and contain the following information:

- a) The permit area and all adjacent property, extending at least 1/2 mile beyond the boundary of the facility;
- b) The prevailing wind direction;
- c) All rivers designated for protection under the Wild and Scenic Rivers Act (16 USC 127 et seq.);
- d) The limits of all 10-year floodplains;
- e) All natural areas designated as a Dedicated Illinois Nature Preserve pursuant to the Illinois Natural Areas Preservation Act [525 ILCS 30];
- f) All historic and archaeological sites designated by the National Historic Preservation Act (16 USC 470 et seq.) and the Illinois Historic Preservation Act [20 ILCS 3410];
- g) All areas identified as a critical habitat pursuant to the Endangered Species Act (16 USC 1531 et seq.) and the Illinois Endangered Species Protection Act [520 ILCS 10];
- h) All main service corridors, transportation routes, and access roads to the facility;
- i) All residences and areas in which people congregate within 1/2 mile of the facility boundaries;

- j) The locations of all on-site potable water supply wells and all potable water supply wells within 1/8 mile of the boundaries of the facility;
 - k) The types of land use for the properties immediately adjacent to the facility (i.e., residential, commercial, industrial, agricultural, etc.). This will include any zoning classifications of these properties and the location (and function) of all buildings within 1/2 mile of the facility; and
 - l) The property line of properties that are within 1/8 mile of the nearest edge of the composting area:
 - 1) Facilities that primarily serve to house or treat people that are immunocompromised or immunosuppressed, such as cancer or AIDS patients; people with asthma, cystic fibrosis, or bioaerosol allergies; or children under the age of one year;
 - 2) Primary and secondary schools and adjacent areas that the school uses for recreation; and
 - 3) Any facility for child care licensed under Section 3 of the Child Care Act of 1969 [225 ILCS 10/3]; preschools; and adjacent areas that the facility or preschool uses for recreation.
2. Site Plan Map. A site plan map shall be prepared for IEPA submittal and will include the following information:
- a) The boundaries of the facility;
 - b) The boundaries of the composting area(s);
 - c) The property boundaries, if different;
 - d) The location of all buildings on the property and any other pertinent location data with respect to the operation of the proposed facility (i.e., utilities, water supply, fencing, access roads, paved areas, etc.);
 - e) The location of all staging and stockpiling areas for landscape waste, end-product compost, windrow bulking agents or additives;
 - f) The drainage patterns of the composting facility and surrounding areas. At a minimum, the direction of both on-site and off-site drainage, as well as the location of any ditches, swales, berms or other structures that exist or will be constructed to control runoff and leachate generated by the facility's operation will be identified; and
 - g) Proof that all authorizations, permits, and approvals required from each Bureau of the Agency have been applied for or obtained.
3. Narrative Description of the Facility. To include with the application, a narrative description, will be prepared, including:
- a) An estimate of the maximum annual volume and peak daily volume of landscape waste the facility will be able to process;

- b) Proof of the following:
- 1) The facility includes a setback of at least 200 feet from the nearest potable water supply well;
 - 2) The facility is located outside the boundary of the 10-year floodplain or the site will be floodproofed;
 - 3) The facility is located so as to minimize incompatibility with the character of the surrounding area, including at least a 200 foot setback from any residence, and at least 1/8 mile from the nearest residence (other than a residence located on the same property as the facility). In addition, the composting area is located at least 1/8 mile from the property line of each of the following:
 - a) Facilities that primarily serve to house or treat people that are immunocompromised or immunosuppressed, such as cancer or AIDS patients; people with asthma, cystic fibrosis, or bioaerosol allergies; or children under the age of one year;
 - b) Primary and secondary schools and adjacent areas that the school uses for recreation; and
 - c) Any facility for child care licensed under Section 3 of the Child Care Act of 1969 [225 ILCS 10/3]; preschools; and adjacent areas that the facility or preschool uses for recreation; and
 - 4) The design of the facility will prevent any compost material from being placed within 5 feet of the water table, will adequately control runoff from the site, and will collect and manage any leachate that is generated on the site (Section 39(m) of the Act);
- c) An operating plan, satisfying the requirements set forth in 35 Ill. Adm. Code 830.206;
- d) An early detection or groundwater monitoring system design, in accordance with 35 Ill. Adm. Code 830.Appendix A, if required pursuant to 35 Ill. Adm. Code 830.205(b)(1)(A)(iii) or 830.205(b)(2)(A)(iii);
- e) A contingency plan, satisfying the requirements set forth in 35 Ill. Adm. Code 830.212;
- f) Specification of the operating hours of the facility;
- g) The types of landscape waste that are proposed to be received by the facility;
- h) Descriptions of the storage areas (including their capacities) that will be used to stage the waste before windrowing, to store bulking agent(s) or additives and to store the end-product compost; and
- i) Description of personnel training procedures, satisfying the requirements of 35 Ill. Adm. Code 830.210.

4. Legal Description. Based on information provided by the CLIENT we will prepare a legal description of the site.
5. Proof of Land Ownership and Certificates. A certificate of ownership will be prepared to be executed by the CLIENT.
6. Closure Plan. FARNSWORTH will prepare a written closure plan to include a description of methods for compliance with all closure requirements in 35 Ill. Adm. Code 830.
7. Financial Assurance. FARNSWORTH will outline the financial assurance requirements for CLIENT's responsibility to comply with 35 Ill. Adm. Code 830.
8. Notifications. FARNSWORTH will prepare the required notification documents for the CLIENT for mailing and publication to the following:
 - a) Members of the General Assembly from the CLIENT's legislative district;
 - b) Property owners located within 250 feet of the site; and
 - c) To the general public by publication in a newspaper in the County (Pekin Daily Times).
9. Preparation of the required IEPA forms: The following forms will be prepared for submittal to IEPA:
 - a) General Application for Permit (LPC-PA1);
 - b) Application for Permit to develop a Solid Waste Composting Facility (LPC-PA6); and
 - c) Application for Permit relating to a Composting Facility for landscape waste (LPC-PA12).
10. Review Meetings: Three (3) meetings are included in the scope, including:
 - Initial "kick off" meeting to discuss proposed site and compost facility operation;
 - Draft document review with the City staff; and
 - Final review of documents prior to submittal to IEPA.
11. Items to be provided by CLIENT: The project fee assumes the following items will be provided by the CLIENT or provided as additional services by FARNSWORTH:
 - a) Permit fees;
 - b) Mailings and publications;
 - c) Legal fees;
 - d) Installation of groundwater monitoring well(s); and
 - e) Survey services if required to confirm topography.

By this Agreement, the estimated schedule for FARNSWORTH's services on the PROJECT is as follows:

- Initiate work within 15 days of execution of agreement
- Schedule "kick off" meeting within 15 days of initiating the work
- Prepare draft documents and meet with the City within 60 days following the "kick off" meeting
- Prepare final document, review with the City, and submit to IEPA within 30 days of the draft document review

By this Agreement, CLIENT agrees to compensate FARNSWORTH for providing the above services and expenses on the basis of Hourly Charges as described below in accordance with the Schedule of Charges annually adopted by FARNSWORTH:

<u>Item</u>	<u>Description</u>	<u>Estimated Fee</u>
1.	Site Location Map	\$3,200.00
2.	Site Plan Map	\$7,500.00
3.	Narrative Description	\$3,700.00
4.	Legal Description	\$ 220.00
5.	Land Certificate	\$ 200.00
6.	Closure Plan	\$ 850.00
7.	Financial Assurance	\$ 220.00
8.	Notifications	\$1,200.00
9.	IEPA Form Preparation	\$2,400.00
10.	Review Meetings/Project Management	\$1,800.00

The estimated total fee for FARNSWORTH's services and expenses on the PROJECT is:

\$21,290.00

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH

CLIENT

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date

Date: April 7, 2011**Client:** City of Pekin, Illinois**Project:** Compost Site Relocation

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH and the above referenced Client will be referred to as CLIENT. The above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH.

Modification to the Agreement: CLIENT or FARNSWORTH may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH's compensation, to which CLIENT and FARNSWORTH mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

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.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of

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

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.

Standard of Care: Services performed by FARNSWORTH 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. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General 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 FARNSWORTH's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH are aware that many factors outside FARNSWORTH's control may affect FARNSWORTH's ability to complete the services to be provided under this Agreement. FARNSWORTH will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH make normal progress of the work impossible. FARNSWORTH may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period

of suspension exceeds 90 days, FARNSWORTH shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH's services in connection with the Project shall not subject FARNSWORTH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH, an Illinois corporation, and not against any of FARNSWORTH's individual employees, officers or directors.

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; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH will be at CLIENT's sole risk, and without liability to FARNSWORTH, and CLIENT shall indemnify and hold harmless FARNSWORTH and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH.

Subcontracting: FARNSWORTH shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH. FARNSWORTH's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or

entity shall have any claim against FARNSWORTH because of this Agreement, or the performance or nonperformance of services hereunder, or reliance upon any report or document prepared hereunder. Neither FARNSWORTH nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH. FARNSWORTH shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising from any professional act, error or omission by FARNSWORTH. FARNSWORTH shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH performing the services in accordance with the Standard of Care.

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 FARNSWORTH, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH per FARNSWORTH's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH 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, FARNSWORTH's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and Farnsworth acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

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

Right of Entry: CLIENT shall provide for FARNSWORTH's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH and/or any subcontractor 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.

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

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 services which FARNSWORTH and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH and/or any subcontractor to take any and all measures that in FARNSWORTH's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH and/or any subcontractor for the additional cost of such measures. In addition, CLIENT waives any claim against FARNSWORTH and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH and/or any

subcontractor during construction will be limited to providing assistance in quality control and to deal 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 Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH and/or any subcontractor shall review shop drawing submissions solely for their conformance with FARNSWORTH's and/or any subcontractor's design intent and conformance with information given in the construction documents. FARNSWORTH and/or any subcontractor 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 Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and approve them in these respects before submitting them to FARNSWORTH and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction 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.

LEED Certification: CLIENT agrees that FARNSWORTH and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Resolution for General Maintenance of Streets

AGENDA DATE REQUESTED: April 25, 2011

ACTION REQUESTED: Approve Resolution for expenditure of MFT Funds for the annual General Maintenance on streets, signs, lights, traffic signal, and tree removal in the amount of \$620,000.

DESCRIPTION: This is the annual general maintenance resolution for the expending of MFT Funds on various items that is required by IDOT for use of the MFT Funds. Amount for this year's expenses have been approved in the budget for FY2012. Items include materials for street repairs, salt, electricity expenses for traffic signal and streetlights, traffic signal maintenance, and tree services.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$620,000 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Normal maintenance items will be covered this fiscal year using MFT Funds

IMPACT IF DENIED: Normal maintenance items will not be covered using MFT funds

ALTERNATIVES: use General Funds for annual maintenance

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

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

REQUIRED SIGNATURES**Department Director:** *Joseph W. Wellner*Date: *4/18/11***Finance Department (Certification of Availability of Funds):**Date: *4-18-11* *Joseph Evans***Corporation Counsel:**Date: *4-19-11* *Paul Thayer***City Manager:**Date: *4.20.11* *Frank H. Mannheim*



**Illinois Department
of Transportation**

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

BE IT RESOLVED, by the City Council of the
(Council or President and Board of Trustees)
City Pekin of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$620,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2011
(Date)
to April 30, 2012
(Date)

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

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

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

I, Sue E. McMillan Clerk in and for the City
(City, Town or Village)
of Pekin, County of Tazewell

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on April 25, 2011
(Council or President and Board of Trustees) Date

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

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

Approved

Date

Department of Transportation

Regional Engineer



Period from	05/01/2011	to	04/30/2012	Section Number	11 - 00000 - 00 - GM
				Municipality	Pekin

[illegible]

Submitted: 04/25/2011 Date Approved: _____ Date

By: *Joseph Wallace* Public Works Dir. _____
Municipal Official Title

Regional Engineer

Page 1 of 1
Printed on 4/18/2011 4:17:17 PM

BLR 14231 (Rev. 2/23/06)



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Joseph W. Wuellner, Public Works Director

AGENDA ITEM: Resolution for Use of MFT Funds for Sheridan Road Bridge Design

AGENDA DATE REQUESTED: April 25, 2011

ACTION REQUESTED: Approve the MFT Resolution in the amount of \$85,000 for the design of the new bridge for Sheridan Road crossing over Lick Creek.

DESCRIPTION: The bridge that carries Sheridan Road over Lick Creek was rated below allowable limits in 2008 and has since had the allowable load limits downgraded. A preliminary study was started in 2009 to see what it will take to replace this structure and during this time we also received \$750,000 in bridge replacement funding through Tazewell County. The process required approval from the IL Nature Preserve commission since this area was put into Reserve status by the Pekin Park District. Permission has finally been granted and we are in the process of securing an easement for construction and future maintenance from the Park District. This resolution will ^{set} aside MFT funds for use to pay the engineering agreement to complete the construction drawings and specifications to allow for bidding the project possibly next year should the bridge condition worsen or there are delays in the county's projects. I recommend that this resolution be approved.

FINANCIAL IMPACT: \$85,000 from MFT funds and is in the budget.

NEIGHBORHOOD CONCERNS: Bridge is vital to residents living in the new subdivisions on the east side of the creek and also to emergency response vehicles.

IMPACT IF APPROVED: Project design is completed and project ready to bid as soon as the funds are available.

IMPACT IF DENIED: Project design will be delayed.

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES**Department Director:**

Date: 4/14/11

Finance Department (Certification of Availability of Funds):

Date: 4-14-11

Corporation Counsel:

Date: 4-19-11

City Manager:

Date: 4.14.11



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the City Council of the
City Pekin of Pekin Illinois
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Sherdian Road	FAU6759	bridge over Lick Creek	bridge

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of design engineering for new bridge to replace existing one.

Work includes adding sidewalk and approach pavement improvements.

and shall be constructed 28 feet wide
and be designated as Section 07-000176-00-BR

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of Eighty-five thousand dollars
Dollars (\$85,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract with Maurer-Stutz, Inc. ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, Sue McMillan Clerk in and for the

City Pekin of Pekin

City, Town or Village

County of Tazewell, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the City Council

Council or President and Board of Trustees

at a meeting on April 25, 2011

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

day of

(SEAL)

City, Town, or Village Clerk



REQUEST FOR COUNCIL ACTION To: Mayor and Council CC: City Clerk From: Public Works Director Joseph Wuellner, P.E.	
AGENDA ITEM: 9.10 Illinois Department of Transportation Maintenance of Municipal Streets Intergovernmental Agreement	
AGENDA DATE REQUESTED: April 25, 2011	
ACTION REQUESTED: Approve Intergovernmental Agreement with IDOT for the Maintenance of Municipal Streets for reimbursement in the amount of \$83,683.02.	
DESCRIPTION: The City has had an Intergovernmental Agreement since October 1, 1998 where IDOT reimburses us for the work we do to maintain clean, and snow plow streets within the city limits that are part of the state highway system. This agreement is extended by mutual agreement in 12-month increments through June 30, 2015. The rate of computation this year is 5.31 which reflect an increase of \$2,521.52 to pricing for this period over last year's check. The compensation has been adjusted over the years for Veterans Drive and most recently for recalculations of adjustment factor on number of lanes covered.	
FINANCIAL IMPACT: Revenue to offset expenses incurred to maintain streets that are part of the highway system.	
NEIGHBORHOOD CONCERNS: Keep streets maintained and clear in a timely manner versus waiting for IDOT to come once more critical areas have been addressed.	
IMPACT IF APPROVED: Continue receiving reimbursement from IDOT for the work we do.	
IMPACT IF DENIED: Turn maintenance and plowing back to IDOT.	
ALTERNATIVES: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES
Department Director: Date:
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date:



Illinois Department of Transportation

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

April 18, 2011

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

Dear City Clerk:

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

A new computation sheet(s) for FY 2012 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 5.31. The computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The Department will reimburse your municipality \$83,683.02 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement.

If you have any questions, or if we can be of any assistance, please contact Cliff Williams, Services and Development Technician, at (309) 671-4485.

Very truly yours,

A handwritten signature in cursive script that reads "Joseph E. Crowe".

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

CW:bh\s:\gen\winword\serv&dev\maintenance agreements 2011\pekin11.doc

Enclosure

cc: File

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CITY OF PEKIN

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY 12																	For the Period Beginning July 1, 2011 Ending June 30, 2012			
ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADJ. LANES	SOURCE	RATE PER LN. MI.	FACTOR	ROUTE TOTALS				
ILL 9		Margaret One Way EB	Second Sixth	Sixth court & Eighth	40' & var 40' & var	C/S C/S	28 30	3 of 3 2 of 2	left/center	2434 1079	1.38 0.42	6068 7550	2009 2009	502 539	5.31 5.31	\$3,678.56 \$1,202.08				
ILL 9		Margaret One Way WB	court	Broadway Ann Eliza	60' 30' & var	C/S C/S	30' 30'	2 of 4 2 of 2	Center	300 300	0.11 0.11	8900 4400	2009 2009	570 570	5.31 5.31	\$332.84 \$332.84				
ILL 9/29		Ann Eliza Fifth	Fifth	Second	36'	C/S	30'	2 of 3	left/center	1253 1654	0.48 1.05	5900 7266	2009 2009	497 1644	5.31 5.31	\$1,268.75 \$3,590.62				
ILL 9		Ann Eliza Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	3800	0.14	1266	2009	577	5.31	\$428.94				
ILL 9		Two-Way Court	Eighth	160' W. of Hilltop rd. TR93A (Mail Rd.)	52'	C/S	10' & 11'	5 of 5	Center	10610	10	21325	2009	563	5.31	\$29,895.30				
ILL 9		Court	300' W. of Pwy 300' W. of Hilltop Drive	300' W. of Cottage Grove Ave TR93A (Mail Rd.)	52'	C/S	10' & 11'	2 of 4	Center	6072	2.3	20505	2009	705	5.31	\$9,610.17				
ILL 9	Lt. Turn lanes	Court	Vaile Vista	Vaile Vista	var	C & S	4' & var	C & G	6072	1.15	0.06	1750	2009	330	5.31	\$192.75				
ILL 9	3-Lt. Turn EB	Court	Olt	Vaile Vista	var	C & S	12 var	3	1	186	0.04	1750	2009	265	5.31	\$56.28				
ILL 9	2-Lt. Turn WB	Court	Olt	Vaile Vista	var	C & S	12 var	2	2	283	0.24	2100	2009	255	5.31	\$324.97				
ILL 9	3-Lt. Turn EB	Court	Barney Dr	Barney Dr	var	C & S	12 var	3	3	583	0.33	3000	2009	257	5.31	\$148.95				
ILL 9	2-Lt. Turn WB	Court	Barney Dr	Barney Dr	var	C & S	12 var	2	2	237	0.09	2000	2009	257	5.31	\$450.34				
ILL 9	3-Lt. Turn WB	Court	Veterans	Veterans	var	C & S	12 var	3	3	624	0.354	5700	2009	266	5.31	\$500.01				
ILL 29	Lt. Turn WB	Court	E of Veterans	Veterans	var	C & S	12 var	3	1	555	0.315	5700	2009	268	5.31	\$444.92				
ILL 29	Second	Court	Koch	3rd street connection	40'	C & S	24'	3 of 3	Center	4900	2.79	13750	2009	579	5.31	\$8,577.83				
ILL 29	Lt. Turn	Second	N of Derby	S of Derby	var	C & S	12'	1	1	210	0.04	600	2009	285	5.31	\$60.53				
ILL 29	Rt. Turn	Second	3rd St. connection	Washington	var	C & S	12'	1	1	210	0.04	600	2009	285	5.31	\$60.53				
ILL 29	Median	Second	Franklin	Washington	var	C & S	10'-12'	4 of 4	1	500	0.38	5400	2009	360	5.31	\$726.41				
ILL 29	Lt. Turn	Second	Washington	Franklin	var	C & S	21'	1	1	1000	0.19	1000	2009	330	5.31	\$932.94				
ILL 29		Second	Washington	Franklin	var	C & S	10'-12'	4	1	200	0.04	1000	2009	325	5.31	\$89.03				
ILL 29		Second	Franklin	Margaret	40'	C & S	12'	3 of 3	1	500	0.38	6400	2009	442	5.31	\$891.87				
ILL 29		Second	Margaret	Ann Eliza	40'	C & S	12'	3 of 3	1	2350	1.45	6400	2009	438	5.31	\$3,372.38				
ILL 29	Lt. Turn	Second	Court St.	Court St.	var	C & S	12'	1	1	220	0.13	3800	2009	352	5.31	\$242.99				
ILL 29	3rd st.	Second	2nd st. connection	Margaret	30'	C & S	12'	2 of 2	1	2940	1.11	7700	2009	542	5.31	\$3,194.60				
ILL 29	Lt. Turn	3rd st.	Margaret	Ann Eliza	var	C & S	12'	1	1	150	0.03	1500	2009	375	5.31	\$59.74				
ILL 29	3rd st.	Second	Margaret	Ann Eliza	var	C & S	12'	2 of 2	1	220	0.08	7400	2009	535	5.31	\$227.27				
ILL 29	Fifth	Fifth	Ann Eliza	Charlotte	40'	C & S	39'	3 of 3	1	1576	0.9	12600	2009	560	5.31	\$2,676.24				
ILL 29	Fifth	Margaret	Charlotte	Eight	var	C & S	39'	3 of 3	1	513	0.29	12600	2009	560	5.31	\$862.34				
ILL 29	Fifth	Margaret	Ann Eliza	Ann Eliza	var	C & S	24'	2 of 2	1	200	0.08	8400	2009	520	5.31	\$237.89				
ILL 29	Lt. Turn	Fifth	S of Ann Eliza	N of Ann Eliza	var	C & S	10'	1	1	100	0.02	1600	2009	385	5.31	\$40.89				
ILL 29	Lt. Turn	Fifth	N of Margaret	E of Margaret	var	C & S	10'	1	1	100	0.02	3900	2009	545	5.31	\$57.68				
ILL 29	Median	Fifth	Fifth	Ann Eliza	60'	C & S	10' & var	flush	5 of 5	2164	3.5	9800	2009	165	5.31	\$359.22				
ILL 29		Eighth	Fifth	4th of College Ave.	var	C & S	58'	5 of 5	TOTAL	Lane miles	30.719					Total amount				
																	\$83,883.02			



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Frank Mackaman, Interim City Manager

From: Economic Development Department

AGENDA ITEM: Amending Policy No. 12 of the City of Pekin – Economic Development Advisory Committee Charter

AGENDA DATE REQUESTED: April 19th 2011

ACTION REQUESTED: Approval of increasing the number of members from 11 to 13 and revisions to the language regarding membership terms

DESCRIPTION: Economic Development Advisory Committee (EDAC) was established in 2007 with appointed members and terms beginning in 2008. The original policy allowed up to 11 members and defined the staggered terms and subsequent appointment being a one-year term with no member allowed to serve more than four one-year terms. The EDAC's mission is to advise Pekin's City government on economic issues that will sustain, enhance and diversify the community's economy while maintaining a focus on the City's conceptual plan. The EDAC will recommend to the City programs to help stimulate business activity, retain existing businesses, facilitate expansion of existing businesses, and encourage new businesses to locate within the City. To fulfill this mission it is important to have broad membership and since 2008 we have had 11 members, two ex-officio members along with the City Manager and Economic Development Director. The proposed changes will allow the capability of adding two members to enhance our membership spectrum and allow members to serve two three-year terms instead of annual appointments stated in original policy.

FINANCIAL IMPACT: NA

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allows consistency with members serving three-year term versus annual appointments as Economic Development initiatives can take time to develop and prosper. Members serving two three-year term limits will have time to understand conceptual and comprehensive plans, strategies and efforts and begin to engage, evaluate and implement new ideas and economic trends.

IMPACT IF DENIED: Potential of short term members

ALTERNATIVES:

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

X	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	4/20/11 Leigh Ann Matthews
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	



City of Pekin

CITY OF PEKIN POLICY NO. 12

City of Pekin Economic Development Advisory Committee Charter

Policy

City of Pekin Economic Development Advisory Committee

Mission

The mission of Pekin's Economic Development Advisory Committee (EDAC) is to advise Pekin's City government on economic issues that will sustain, enhance and diversify the community's economy while maintaining a focus on the City's conceptual plan. The EDAC will recommend to the City programs to help stimulate business activity, retain existing businesses, facilitate expansion of existing businesses, and encourage new businesses to locate within the City.

EDAC Membership

EDAC shall consist of up to 13 members who are residents, or who reside within a mile and a half of the city boundary, or who work or own businesses in Pekin. The EDAC will select a chairperson from among its voting members at the first meeting to serve an initial term and can be appointed by members to serve one additional three-year term. Future elected chair person(s) will serve for one three-year term and appoint a vice chair. Committee members will be appointed by the Mayor, with the concurrence of the City Council. City staff, including but not limited to the City Manager and Economic Development Director, will serve the Committee as resources. Ex-officio members include our Illinois Department of Commerce & Economic Opportunity representative and the City of Pekin Mayor. Persons interested in serving shall complete an application form.

EDAC members will serve three year staggered terms. Initial appointments shall expire on the first Monday in May, 2008, 2009, 2010. Subsequent appointments shall be for one three-year term. No member may serve more than two three-year terms; after a one-year absence, a former member may be reappointed to the EDAC.

Members of EDAC shall consist of a broad spectrum of proven, experienced community leaders/decision-makers.

Goals

EDAC will focus on the overall economic future of Pekin. In the near term, the EDAC goals include the following:

1. Understand the City's conceptual and comprehensive plan and the priorities assigned by Council to economic development activities
2. Become familiar with existing economic development strategies and current efforts to support these strategies
3. Support and strengthen existing businesses, including analysis of barriers to success for the business community
4. Evaluate existing business retention efforts
5. Define possible economic development issues
6. Evaluate new businesses recruitment efforts

In the longer term, the EDAC will advise and assist the City by

1. Evaluating the City's economic development strategies (what has been accomplished, etc.) and making recommendations for further successes as well as providing input on new concepts (getting more citizen and business citizen and business involvement; diversification, etc.)
2. Monitoring and analyzing the overall economic trends and health of Pekin and the metropolitan area (including revenues evaluation of other communities, changing demographics of citizens and how it affects housing, employment, service levels, community character, etc.; plus analysis of national and international trends, competitors, etc.)
3. Participating in other area economic organizations such as the EDC of Central Illinois, etc.
4. Participating in planning other City owned (or Public/Private partnerships) developments such as Riverway Business Park.
5. Reviewing Developer's proposals completed by entities seeking City financial incentives including but not limited to the Pekin Economic Development Investment Fund. The EDAC may choose to endorse proposals for City Council action.

Purpose

This policy is adopted to advise Pekin's City government on economic issues that will sustain, enhance and diversify the community's economy while maintaining a focus on the City's conceptual plan.

Adopted this 27th day of November 2006.

Amended this 22nd day of January 2007.

Amended this 25th day of April 2011.