



City of Pekin

**SPECIAL CITY COUNCIL MEETING
MONDAY, APRIL 3, 2023
9:00 AM**

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
4.	Public Input
5.	Consent Agenda
5.1.	Resolution No. 573-22/23 Mayor Pro Tem Appointments to the Historic Preservation Commission ACTION REQUESTED: Approve and Adopt the Resolution.
6.	New Business
6.1.	Resolution No. 574-22/23 Approving Agreement for Private Development between the City of Pekin and Enviro-Safe Refrigerants, Inc. ACTION REQUESTED: Approve and Adopt the Resolution.
7.	Work Session FY24 Budget
7.1.	Budget Work Session
8.	Adjourn



REQUEST FOR COUNCIL ACTION

Agenda Date: April 3, 2023
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 573-22/23 Mayor Pro Tem appointment to the Historic Preservation Commission

ACTION REQUESTED: Approve and Adopt the Resolution.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
Date:

City Manager:
Date:

Resolution No. 573-22/23 Mayor Pro Tem Appointments to the Historic Preservation Commission

WHEREAS, Chapter 2, Article 6, Division 7 of the Pekin City Code establishes a Historic Preservation Commission made up of seven voting members to be appointed by the Mayor and approved by the City Council; and

WHEREAS, no members have been appointed to the Commission since approximately 2012 and there are currently no sitting members; and

WHEREAS, the City Council desires to revive the Historic Preservation Commission; and

WHEREAS, the Mayor Pro Tem, pursuant to authority granted in Resolution No. 564-22/23, has appointed the following members to the Historic Preservation Commission, effective immediately, for an initial three-year term to the first Monday in May:

STEVE HARRIS
KATELYN PRICE
CHRIS DEVERMAN

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The appointments set forth by the Mayor Pro Tem to the Historic Preservation Commission are approved. The appointed members shall serve three year terms, in accordance with Section 2-6-7-4 of the Pekin City Code.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date:

April 3, 2023

To:

Council Members

From:

Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM:

Resolution No. 574-22/23 Approving Development Agreement for 300 Block fo Court St.

ACTION REQUESTED:

Approve and Adopt the Resolution.

DESCRIPTION: On February 27, 2023, the City authorized the sale of certain parcels of real estate located in the 300 block of Court Street to Enviro-Safe Refrigerants, Inc. Pursuant to the terms of the Purchase Agreement, the sale is contingent on the approval by the City Council of a Development Agreement establishing a schedule for the completion of the development proposed in Enviro-Safe's response to the request for proposals issued by the City for the purchase of the properties. City staff met with Enviro-Safe and reached an agreement for the development of the properties that satisfies the requirements of the request for proposals.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

3/31/2023

Date:

City Manager:

Date:

Resolution No. 574-22/23 Approving Agreement for Private Development between the City of Pekin and Enviro-Safe Refrigerants, Inc.

WHEREAS, on February 27, 2023, the City authorized the sale to Enviro-Safe Refrigerants, Inc. (“Enviro-Safe”), of certain parcels of real estate located in the 300 block of Court Street in the City of Pekin, more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; 04-04-34-438-014

(the “Property”); and

WHEREAS, pursuant to such authorization, the City entered into an Agreement for Purchase and Sale of Real Property with Enviro-Safe dated March 23, 2023 (the “Purchase Agreement”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the sale of the Property to Enviro-Safe is contingent on the approval by the City Council of a Development Agreement establishing a schedule for the completion of the development proposed in Enviro-Safe’s response to the RFP issued by the City for purchase of the Property; and

WHEREAS, the parties have reached an agreement for development of the Property as set forth in the Agreement for Private Development attached hereto as **Exhibit A**; and

WHEREAS, the City Council finds that the attached Agreement for Private Development meets the requirements of the RFP and the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The Agreement for Private Development attached hereto as **Exhibit A** is approved. The Mayor Pro Tem and the City Clerk are authorized and directed to execute the same.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (the “Agreement”) entered into as of March 29 2023 (the “Effective Date”), by and between the **CITY OF PEKIN, ILLINOIS**, an Illinois municipal corporation, having its office at 111 S. Capitol Street, Pekin, Illinois (the “City”), and **ENVIRO-SAFE REFRIGERANTS, INC.**, an Illinois corporation with offices at 400 Hanna Drive, Pekin, Illinois (the “Developer”).

WITNESSETH:

WHEREAS, several properties currently identified by Parcel Identification Numbers 04-04-34-438-010, 04-04-34-438-011, 04-04-34- 438-012, 04-04-34-438-013, and 04-34-438-014, as further described and depicted on **Exhibit A** attached hereto and incorporated herein (the “Property”), are currently owned by the City and are in need of development; and

WHEREAS, the City has publicly issued a request for proposals for the Property and has received and considered all bids submitted in response thereto in accordance with Section 65 ILCS 5/11-74.4, and the City has determined that the project described in the Developer’s proposal submitted in response to said request for proposal is the best and most suitable use for the Property; and

WHEREAS, the Parties have agreed that the City shall sell the Property to the Developer pursuant to the terms of this Agreement and the Real Estate Purchase Agreement (the “Purchase Agreement”) attached hereto as **Exhibit B** and fully incorporated herein by this reference; and

WHEREAS, upon acquiring the Property, the Developer shall proceed promptly with plans to construct a gymnasium containing a minimum of 12,000 square feet for use as a gymnasium and community center, in accordance with plans and specifications approved by the City and in accordance with this Agreement (the “Project”); and

WHEREAS, the Developer intends to invest a minimum of \$1.5 million dollars in the development of the Property; and

WHEREAS, the City believes that the development of the Property 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 promises and mutual obligations of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

SECTION 1: DEFINITIONS.

- A. Definition of Terms.** Certain terms used in this agreement shall have the following meanings unless the context or their use clearly indicates otherwise.

"Property" means the real property to be acquired by the Developer, commonly known as the Court Street Properties, and more particularly described and depicted on the attached **Exhibit A**.

"Agreement" means this Agreement for Private Development.

"Authorized Representative" means such a person at the time and from time to time designated to act on behalf of the Developer.

"Certificate of Completion" means the certificate issued by the City pursuant to Section 3B of this Agreement, which evidences completion of the Project in full compliance with the terms of this agreement.

"City" means the City of Pekin, Illinois, a municipal corporation and home rule unit of local government.

"Site Plan" means the preliminary rendering and preliminary site plan for the Project (as hereinafter defined) which are attached hereto as **Exhibit C**, and which are subject to the approval of the City, in accordance with the terms of this Agreement.

"Developer" shall mean ENVIRO-SAFE REFRIGERANTS, INC., an Illinois corporation.

"Purchase Agreement" means the Purchase and Sale Agreement by and between the parties dated March 23, 2023.

"Project" means the construction of a gymnasium and community center containing a minimum of 12,000 feet on the Property, in accordance with the terms and conditions of the Purchase Agreement, this Agreement, and with plans and specifications approved by the City in accordance with this Agreement.

B. Construction of Words, Etc. 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 subdivision 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.

SECTION 1: PURCHASE OF PROPERTY.

In consideration for the Developer completing the Project, the City agrees to sell the Property to the Developer pursuant to the terms set forth in the Purchase Agreement and this Agreement. The purchase price for the Property shall be One Thousand Dollars (\$1,000.00). The Developer shall pay the purchase price to the City pursuant to the Purchase Agreement.

SECTION 2: DEVELOPER COVENANTS.

- A. **Time.** All covenants contained in this Section shall remain in full force and effect for a period of 10 years unless otherwise stated, and unless the City expressly, by written document, waives any of same.
- B. **General Covenants.** In addition to all other specific covenants and agreements contained in this Agreement, the Developer makes the following express covenants:
1. The Developer agrees to acquire the Property pursuant to the Purchase Agreement.
 2. The Developer will pay and keep current all City fees that may from time to time apply to the Property.
 3. The Developer shall use the Property for the development and operation of a minimum 12,000 square foot building suitable for use as a gymnasium and community center.
 4. The Developer shall promptly pay when due all real estate taxes and assessments which are assessed against the Property; provided however, the Developer shall have the right, in good faith and by appropriate proceeding, to dispute or contest the validity or amount of any such tax or assessment, and during the pendency of any such dispute or contest, the Developer shall not be deemed to be in default under this Agreement provided the Developer has paid the disputed or contested amount under protest.
 5. The Developer will not take any action or in any manner cause the Property to be removed from the real estate tax rolls as fully taxable real property.
 6. The Developer shall execute a Memorandum, in recordable form, to be recorded and indexed in the public records of Tazewell County, indicating in substance that the Property is subject to covenants and conditions of this Agreement.
 7. The Developer shall promptly pay when due all real estate taxes affecting the Property which accrue from the date Developer acquires title to the Property.
 8. The Developer shall not commence construction of the Project on the Property unless and until the Developer has obtained written approval of all plans and specifications for the Project and Developer's proposed use of the Property from the City.

The plans and specifications for the Developer's Project, as approved by the city are hereinafter referred to as the "Approved Plans and Specifications". Notwithstanding the foregoing, issuance by the City of a Certificate of

Completion for the Project shall be conclusive evidence that all approvals by the City have been issued with respect to the Project.

9. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision, and building codes.

SECTION 3: CITY'S OBLIGATIONS AND RESERVATION OF RIGHTS

A. Obligations.

1. The City agrees to convey to the Developer the Property pursuant to the Purchase Agreement.
2. The City shall complete its review of the Developer's plans and specifications within thirty days after submission of said plans and specifications.
3. The City agrees to cooperate fully with the Developer concerning the timely development of the Project, including prompt issuance of, as applicable, all building permits, site plan approvals, as-built occupancy approvals, subdivision approval, storm water drainage plan approval, curb cut permits, sign permits, and all other licenses, permits, or approvals reasonably required for the completion of the Project, provided that the submissions meet all applicable building codes and local ordinances.

- B. Certificate of Completion.** Promptly after completion of the Project in accordance with the provisions of this Agreement and applicable City Code, the City will execute and deliver to the Developer a Certificate of Completion, in a recordable form. Said Certificate of Completion shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Developer and its successors and assigns, that the construction of the Project is completed. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Project, or any part thereof. Such certification shall not constitute evidence that the Developer, its successors and assigns have complied with the applicable provisions of federal, state, and local laws, regulations and ordinances.

The certification 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 30 days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in which respects the Developer has failed to complete the Project in accordance with the provisions of this Agreement, or is otherwise in default and what measures or steps will be

necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification. The City shall not unreasonably withhold, condition, or delay the issuance to the Developer of the Certificate of Completion, provided all of the Developer's obligations are met under the Agreement and the Project is in compliance with the City Code.

SECTION 4: DEVELOPER'S OBLIGATIONS AND RIGHTS.

A. Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform in all material respects to all applicable federal, state and local laws, regulations and ordinances, including but not limited to building codes, life safety codes, and storm water retention and sewer codes.

B. Improvements Commencement and Completion Requirements.

1. Time Limitations.

- a) The Developer shall apply for and obtain all required zoning changes and variances within 90 days of the Effective Date.
- b) The Developer shall submit preliminary plans subject to review by the City of Pekin within 6 months of the Effective Date.
- c) The Developer shall begin construction of the Project on or before 9 months from the Effective Date. Beginning construction shall be defined as installation of foundations or removal of unsuitable material for the purposes of installation of foundations.
- d) The Developer shall complete construction of the Project on or before two (2) years from the Effective Date.

2. Failure to Timely Complete. In the event the Developer fails to meet any of the time limitations pursuant to Section 4(B)(1) above, absent extensions due to Unavoidable Delay as set forth herein, the City shall have the option to purchase the Property back from the Developer for the sum of One Thousand Dollars (\$1,000.00) upon written notice of the same from the City to the Developer. The Developer agrees that in such event, it shall cooperate with the City in executing any and all documents necessary to complete said transaction of the Property back to the City.

3. Commencements and Completion. Developer shall cause construction of the improvements to be commenced and to be prosecuted with due diligence and in good faith and without delay. Developer shall cause the improvements to be constructed in a good and workmanlike manner in material compliance with the Approved Plans and Specifications, and in material compliance with applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities having jurisdiction over the Property or the improvements to be constructed thereon, and will not cause, permit or allow any material deviation from such Approved Plans and Specifications without the prior written consent of the City.

4. The Developer shall not commence construction on the Property accessed until the exterior wall at 1 Capitol Street (Tobin Building) has been stabilized.

C. Use of Property. The Property shall be utilized for construction and use by Developer of a gymnasium and community center containing a minimum of 12,000 square feet. Use of the Property shall be in accordance with applicable local, state and federal laws and regulations, including but not limited to storm water retention and sewer codes, zoning codes, building codes, and nuisance regulations.

D. Building Exterior, Access & Construction. The Property shall be constructed using historically accurate exterior building materials substantially similar to the construction of existing buildings along downtown Court Street in Pekin, Illinois.

The Developer shall purchase and maintain construction fencing on the Property, at the Developer's cost, to keep people out of the area at all times during construction and preparation for the Project.

E. Changes in Construction Plans. If the Developer desires to make any material change in the construction plans which materially affects the appearance, function, or structural integrity of the Project, the Developer shall submit the proposed change to the City for its approval.

F. Contract Prohibitions. Unless otherwise previously agreed by the City in writing or deemed approved in accordance with Section "4.E" above, all contracts let by Developer or Developer's contractor in connection with construction of the improvements shall contain a prohibition against any material change in plans involving a structural, square footage, design change or other material change without the City's prior written consent; such consent shall not be unreasonably withheld, conditioned, or delayed.

G. Responsibility For Construction. The Developer acknowledges and understands that the City shall not have any obligation whatsoever with respect to construction of the Project, it being the sole responsibility of the Developer.

H. Liability Insurance. Developer shall procure and deliver to City at Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of the Developer contained herein has fully paid, or performed, a policy or policies of comprehensive liability insurance in an amount not less than one Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars in the aggregate annually; and, during any period of construction, Developer shall carry or cause its contractors to carry contractor's liability insurance, builder's risk insurance, worker's compensation insurance, all such policies to be in such form and issued by such companies as shall have been approved by the City to protect City and Developer against any liability incidental to use of or resulting from any accident occurring in or about the Project or the

improvements or the construction and improvement thereof. Each such policy or certificate thereof shall contain an affirmative statement by the issuer to give written notice to the City at least 30 days prior to any cancellation or amendment of its policy.

SECTION 6: REPRESENTATIONS OF THE DEVELOPER. The Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. **Revenue Act Compliance.** Developer certifies pursuant to 65 ILCS 5/11-42.1-1 that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- B. **Assignment.** The rights and obligations of the Developer under this Agreement shall not be assignable, except with the express written consent of the City in the City's sole discretion.
- C. **Indemnification Covenants.** The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the "Indemnified Parties"), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City and the Indemnified Parties for any claim asserted against the City or the Indemnified Parties arising from the Developer's Project and/or this Agreement. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities, costs, expenses and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

SECTION 8: EQUAL EMPLOYMENT OPPORTUNITY. The Developer, for itself and its successors and assigns, agrees that during the construction of the improvements itself and its successors and assigns, agrees that during the construction of the improvements provided for in this Agreement that the following will apply:

- A. **Non-Discrimination.** The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. The Developer shall take steps to insure that all applicants are employed, and the employees are not discriminated against during employment by reason of the race, color, religion, sex or natural origin, in matters including, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.
- B. **Advertising.** The Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. **Non-Compliance.** In the event of the Developer's non-compliance with the non-discrimination clauses of this section, this Agreement may be canceled, terminated, or suspended in whole or in part by written notice given by the City to the Developer provided, however, that no such termination notice shall be given by the City to the Developer unless and until the City has given the Developer prior written notice of the alleged noncompliance and a reasonable opportunity to cure the same.

SECTION 9: FURTHER ASSISTANCE AND CORRECTIVE INSTRUMENTS. The City and the Developer agree that they may, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required from time to time, for carrying out the intention of or facilitating the performance of this Agreement.

SECTION 10: UNAVOIDABLE DELAY IN PERFORMANCE. For this Agreement, time is of the essence. The Developer agrees to complete the Project as provided in Section 4(B) of this Agreement.

However, except with regard to payments of real estate taxes as provided herein, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part due to delays occurring directly related to strikes, lockouts, casualties, acts of God, war, pandemics during which the Governor of the State of Illinois or other appropriate government agency issues an order that prevents the ability of either of the Parties hereto from completing of any of the obligations set forth herein, unavailability of material or labor, acts caused directly by the City (or the City's agents, employees or invitees) when applicable to the Developer, inclement weather that is an impediment to construction, or other causes beyond the reasonable control of the City or Developer (collectively, "Unavoidable Delay").

It is the purpose and intent of this section that in the event of the occurrence of any such Unavoidable delay, the time or times for performance of the City or Developer, shall be extended for the period of the Unavoidable Delay. The parties shall reasonably agree in writing as to the length of time attributable to an Unavoidable Delay.

SECTION 11: EVENTS OF DEFAULT AND REMEDIES.

- A. **Events of Default.** The following shall be events of default with respect to this agreement:

1. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by the Developer, in writing and delivered to the City pursuant to this Agreement shall prove to be

- untrue or incorrect in any material respect as of the date made;
2. Default in the performance or breach of any covenant, warranty or obligation of the Developer or the City in this Agreement, if such default continues for a period of ten (10) business days after notice of default has been given by the non-defaulting party; provided, however, that, in the event that the alleged breach of this Agreement is of such a nature that the same cannot be full cured within a ten (10) business day period, then such default shall not be an enforceable event of default hereunder so long as the defaulting party commences the curing of such failure within said ten (10) business day period, and proceeds thereafter with diligence and in good faith to fully cure the same;
 3. Failure of the Developer to meet the time limitations in accordance with Section 4(B);
 4. The entry of a decree or order by a court having jurisdiction granting relief with respect to Developer 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 Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, provided any such decree or order remains unstayed and in effect for a period of 60 consecutive days; or
 5. The commencement by the Developer of a voluntary case for relief 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 Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer's business or of any substantial part of its property, or the making by Developer of any assignment for the benefit of creditors or the failure of the Developer in furtherance of any of the foregoing.

B. Remedies on Default.

1. **Default in Construction of Improvements.** In the event the Developer fails to meet the time limitations pursuant to Section 4(B)(1) above, absent extensions due to Unavoidable Delay as set forth herein, the City shall have the option to purchase the Property back from the Developer for the sum of One Thousand Dollars (\$1,000.00) upon written notice of the same from the City to the Developer. The Developer agrees that in such event, it shall cooperate with the City in executing any and all documents necessary to complete said transaction of the Property back to the City. The issuance by the City of a Certificate of Completion to the Developer shall be conclusive evidence that the city has irrevocably waived its right to require the Developer to reconvey title to the Property to the City under any circumstances.
2. **Other Default.** Except as specifically set forth otherwise in this Agreement, in the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would

not fairly compensate the Non-defaulting Party for the Defaulting Party's breach of this Agreement, or in the event the default is the Developer's failure to comply with all municipal ordinances relating to property development, property condition, zoning, subdivision, and building codes, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the purchase price of the Property under the terms of this Agreement.

- C. Waiver.** Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

SECTION 12: PROVISIONS NOT MERGED WITH DEED. None of the provisions of this Agreement are intended to, nor shall they be merged by reason of any deed transferring title to the Property from the City to the Developer or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SECTION 13: NO JOINT VENTURE. Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

SECTION 14: NOTICES. All notices required and provided for in this Agreement shall be sent to the following parties on behalf of the City and the Developer.

To the City:	Mayor Pekin City Hall 111 S Capitol Street Pekin, IL 61554
With Copies to:	Katherine Swise Miller, Hall, & Triggs, LLC 416 Main Street, Suite 1125 Peoria, IL 61602-1161
To Developer:	Randy Price Enviro-Safe Refrigerants, Inc. 400 Hanna Drive Pekin, IL 61554

All notices given in accordance with this Section shall be deemed to have been sufficiently given if personally delivered or sent by nationally recognized overnight courier service (such as Federal Express, Airborne Express, etc.). Notices given in accordance with this Section shall be deemed to have been given (i) if personally delivered, upon delivery; or (ii) if sent by nationally recognized overnight courier service, one day after sending. Either party may,

by written notice given in accordance with this Section, designate a different address or addresses to which such notices shall be sent.

SECTION 15: CONSTRUCTION OF AGREEMENT/VENUE. This Agreement shall be construed pursuant to the laws of the State of Illinois. Tazewell County, Illinois shall be the sole and exclusive venue for any litigation or other proceedings as between the parties that may be brought, or arise out of or in connection with or be reason of this Agreement.

SECTION 16: 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.

SECTION 17: TAX DEFERRED EXCHANGE. The City acknowledges that the Developer may wish to treat this transaction as a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Accordingly, the City agrees to cooperate with Developer's efforts to structure such an exchange. Should the Developer notify the City of its election to do so, this transaction shall be structured and completed so as to constitute as to the Developer a nontaxable exchange of real property held for productive use in a trade or business or for investment within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. The City and the Developer agree to execute such additional riders to the Agreement or such other documentation as may be necessary to insure that the purchase satisfies the requirements of Section 1037.

Notwithstanding the foregoing, the City's cooperation and compliance with this Section shall be at no additional expense or liability to the City. Any and all reasonable expenses related hereto shall be reimbursed to the City by the Developer within 30 days of receipt of expenses incurred. Developer agrees to indemnify and hold the City harmless from any costs, expense, or liability including attorney's fees, resulting from Developer's participation in such an exchange.

SECTION 18: ENTIRE AGREEMENT. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

SECTION 19: SEVERABILITY. If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants, or portion of this agreement are declared to be severable).

SECTION 20: SUCCESSORS IN INTEREST. Subject to the Provisions of Section 6(B) above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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.

CITY

CITY OF PEKIN, an Illinois municipal corporation

By: Becky Clayd
Its Mayor

ATTEST:

By: Sue W. McMillan
Its City Clerk

DEVELOPER

ENVIRO-SAFE REFRIGERANTS, INC.

An Illinois Corporation

By: Randy Price
Randy Price, Its V.P.

LIST OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Real Estate Purchase Agreement
Exhibit "C"	Preliminary Rendering and Site Plan for Project

EXHIBIT "A"
TO AGREEMENT FOR PRIVATE DEVELOPMENT

Legal Description of Property

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.

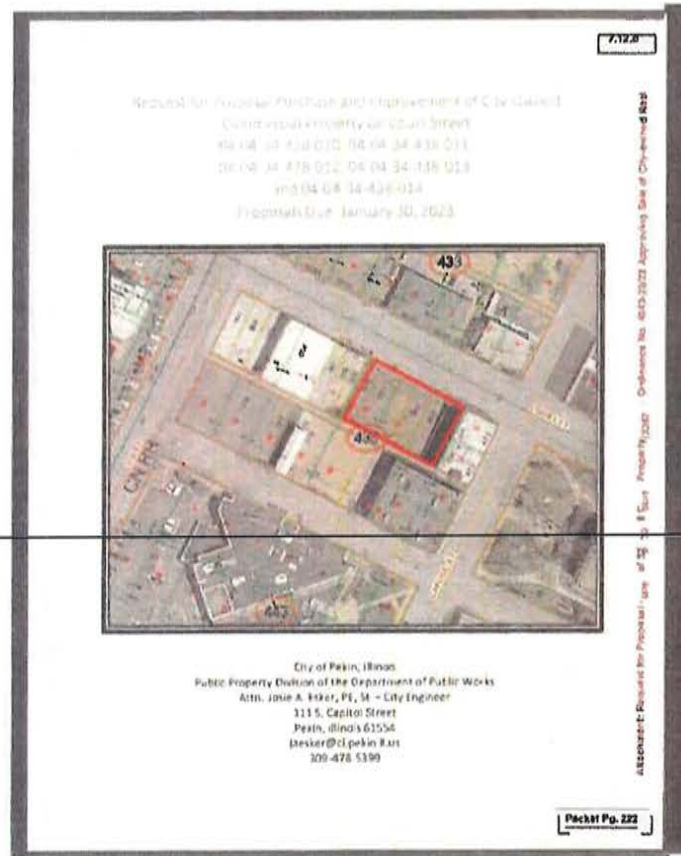
PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; 04-04-34-438-014

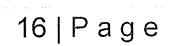
EXHIBIT "B"
TO AGREEMENT FOR PRIVATE DEVELOPMENT

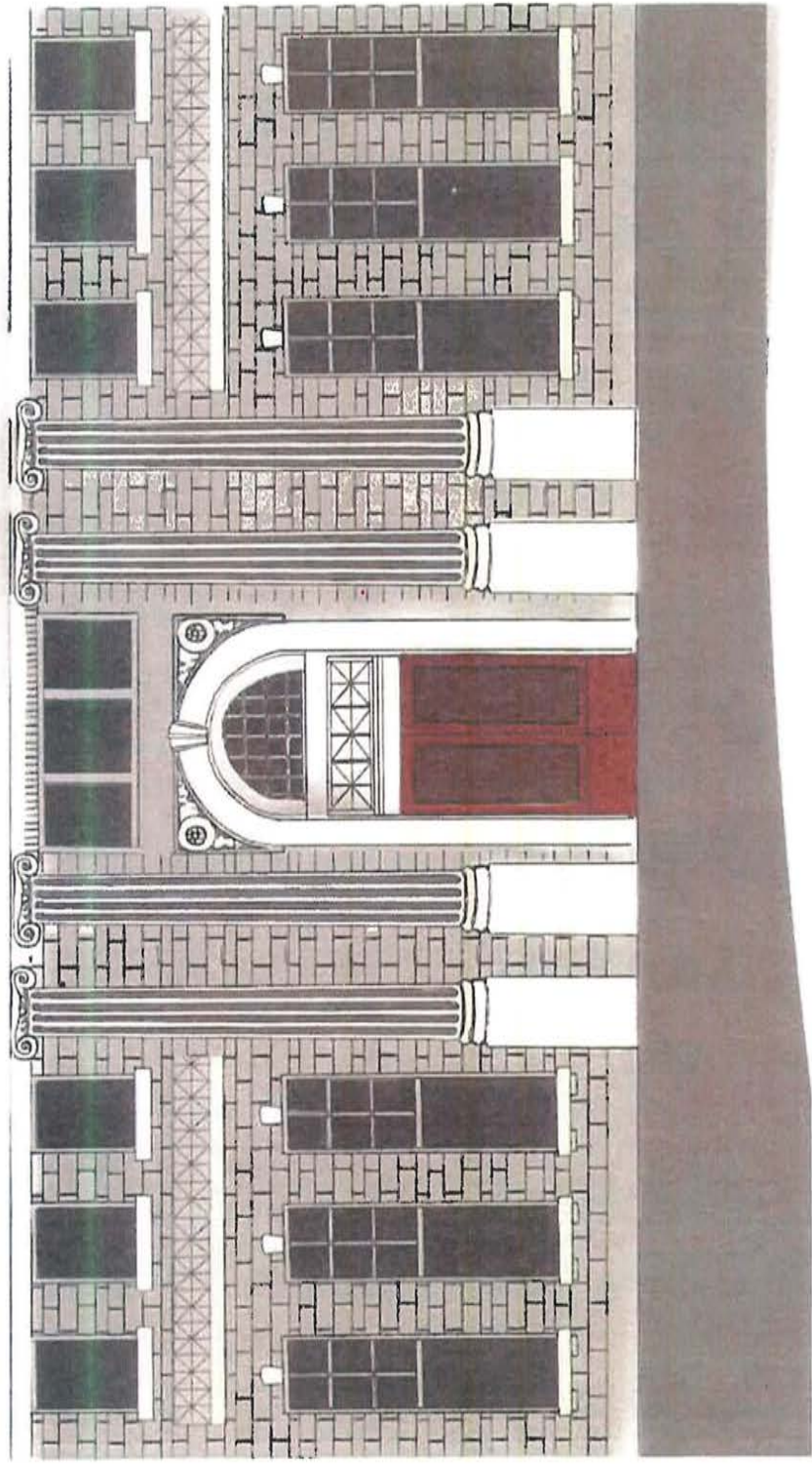
Real Estate Purchase Agreement

EXHIBIT "C"
TO AGREEMENT FOR PRIVATE DEVELOPMENT

Preliminary Rendering and Site Plan for Project







AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is entered into as of this 23rd day of March, 2023, by the City of Pekin, an Illinois municipal corporation ("Seller"), and Enviro-Safe Refrigerants, Inc., an Illinois corporation ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser desires to purchase and Seller desires to sell real property described in Section 1 below and in connection therewith Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale Agreement.** Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, that certain unimproved real property located in the 300 block of Court Street, Pekin, Tazewell County, Illinois, more particularly described on the attached Exhibit A, together with all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Property").

2. **Purchase Price.** The purchase price of the Property ("Purchase Price") shall be One Thousand Dollars (\$1,000.00). The balance of the Purchase Price, adjusted by prorations and credits allowed by this Agreement, shall be paid to Seller at Closing, in "good funds" consisting of bank wire transfer.

3. **Possession.** Possession of the Property shall be delivered to Purchaser on the Closing Date.

4. **Property Sold "AS IS".** The Property is vacant land being sold "as is", with no warranties express or implied. This Agreement is not subject to any inspections of the Property, Purchaser having had ample opportunity to inspect its condition. Purchaser releases Seller from any obligation to provide a title commitment for an owner's title insurance policy related to the Property and further releases Seller from any defect in title.

5. **Conditions Precedent to Sale.** Seller's obligations under this Agreement are subject to the following Conditions Precedent:

5.1. The approval by the City Council and execution by the parties of a Development Agreement ("Development Agreement") in a form reasonably acceptable to Seller within 60 days after the execution of this Agreement, which Development Agreement shall establish a schedule for the completion of the development proposed in Purchaser's Response to RFP attached hereto as Exhibit B, and which shall include a provision granting the City the right to reclaim ownership of the Property if Purchaser fails to meet the terms and schedules outlined in the Development Agreement.

6. **Closing.** The purchase of the Property shall be consummated as follows:

6.1. **Closing Date.** The closing (the "Closing") shall be held on a date as mutually agreed upon by and between the parties, but in no event later than that date which is thirty (30) days after the date upon which Purchaser notifies Seller in writing that it has satisfied those conditions set forth in section 5 above, that are required to be completed before conveyance of the Property by Seller to Purchaser. The Closing shall be held at the offices of Seller's attorney or other mutually agreed upon location.

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

- 6.2.1. Deed.** An executed Quit-Claim Deed to the Property.
- 6.2.2. Other Documents.** Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.
- 6.3. Purchaser's Deliveries.** At Closing, Purchaser shall deliver to Seller the following:
- 6.3.1. Purchase Price.** The Purchase Price as set forth in Section 1 hereof, plus or minor prorations provided for herein.
- 6.3.2. Other Documents.** Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.
- 6.4. Joint Deliveries.** At Closing, Seller and Purchaser shall jointly deliver to each other the following:
- 6.4.1. Closing Statement.** An agreed upon closing statement.
- 6.4.2. Transfer Tax Filings.** Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
- 6.5. Taxes and Assessments**
- 6.5.1. Credits to Purchaser.** Purchaser acknowledges that the Property is currently exempt from taxation and therefore Purchaser is not entitled to any proration or setoff for the payment of such taxes.
- 6.6. Closing Costs.** Seller shall pay the following costs: Seller's attorneys' fees, any transfer taxes or sales taxes and the cost of documentary stamps, and the cost for recording releases of any and all liens to be released at Closing. Purchaser shall pay all other closing costs, including, but not limited to, Purchaser's attorneys' fees and recording fees for recording the deed.
- 6.7. Brokerage Commissions.** Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction. Purchaser represents to Seller that no real estate broker has been engaged by Purchaser with regard to this transaction. No broker other than those named in this Section 6.7 is entitled to a fee or commission as a result of consummation of this Agreement. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any brokerage commissions due to any other real estate broker having been engaged by or claiming to have been engaged by the Indemnifying Party with regard to this transaction.
- 6.8. Special Assessments.** Seller will pay any unpaid special assessments against the Property confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Property.
- 7. Default.** If Seller wrongfully refuses to close the sale of the Property to Purchaser or is unable to close the sale of the Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement; specific performance, with the rights, but not the obligation, to perform Seller's covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys' fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder.
- If Purchaser wrongfully refuses to close the Purchase of the Property and pay the Purchase Price to Seller then Seller shall be entitled to pursue any remedies available at law or in equity (including but not limited seeking specific performance). Moreover, in the event of a breach by Purchaser, Seller shall also

be entitled to collect as an element of its damages, reasonable attorneys' fees and court costs.

8. Eminent Domain. If, prior to the Closing, any portion or portions of the Property shall be taken by any proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void. In the event of termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys' fees, expenses and court costs incurred by Seller to collect such awards).

9. Miscellaneous. It is further understood and agreed as follows:

9.1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

9.2. Survival. The covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

9.3. Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

9.4. Time. Time is of the essence of this Agreement.

9.5. Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

9.6. Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

9.7. Integrated Agreement. This Agreement, along with the Development Agreement entered into by the parties contemporaneously herewith and incorporated herein, constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

9.8. Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

9.9. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO PURCHASER:

Enviro-Safe Refrigerants, Inc.

400 Hanna Dr.
 Pekin, IL 61554

WITH COPY TO:

IF TO SELLER:

City of Pekin
Attn: City Manager
111 S. Capitol
Pekin, IL 61554

WITH COPY TO:

Miller, Hall & Triggs, LLC
Attn: Katherine Swise
416 Main Street, Suite 1125
Peoria, IL 61602
Katherine.swise@mhtlaw.com

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by email, telex, telefax, or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

PURCHASER:

ENVIRO-SAFE REFRIGERANTS, INC., an
Illinois corporation,

By: Julie C Price

Name: Julie C Price

Its: President

Attest: Brandell R Price
Secretary / Vice President

SELLER:

CITY OF PEKIN, an Illinois municipal
corporation

By: Becky Cloyd
Becky Cloyd, Mayor Pro Tem

Attest: Sue McMillan by David Stuart, Deputy
Sue McMillan, City Clerk
City Clerk

EXHIBIT A**LEGAL DESCRIPTION**

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; 04-04-34-438-014

EXHIBIT B
RESPONSE TO RFP

ENVIRO-SAFE

January 26, 2023

City of Pekin, Illinois
Public Property Division of the Department of Public Works
Attn: Josie A Esker, PE, SE – City Engineer
111 S Capitol Street
Pekin, IL 61554

Re: RFP, City-Owned Commercial Property on Court Street
04-04-34-438-010, 04-04-34-438-011, 04-04-34-438-012, 04-04-34-438-013, and 04-04-34-438-014

Dear Josie Esker, PE, SE – City Engineer and City of Pekin Council Members (John Abel, Lloyd Orrick, Dave Nutter, Karen Hohlmer, Rick Hilst, Mayor Pro-Tem Becky Cloyd)

Our response to the RFP concerning the above referenced properties.

Developer:

Enviro-Safe Refrigerants, Inc., 400 Hanna Drive, Pekin, IL 61554
Phone: 309-346-1110, email: envirosafe2000@hotmail.com

Randy Price 2005 El Camino Drive, Pekin, IL 61554
Phone: 309-258-0870; email: rprice@es-refrigerants.com

Price Offer: \$1,000.00

Description:

The goal for this response to RFP is to acquire the properties needed for the purpose of building a "olvic, community, center, gymnasium" that will bring not only residents of Pekin downtown, but also visitors from outside of Pekin for miles around. Imagine the visitors walking up and down the sidewalks of Downton Pekin and visiting the various businesses, eateries, coffee shops, etc., the sky is the limit in tourism and revenue.

ENVIRO-SAFE

Venue Events include but not limited to:

- Basketball practice, games, tournaments, leagues – kids
- Volleyball practice, games, tournaments, leagues – kids
- Adult Leagues
- Concerts
- Expositions
- Community events

The gymnasium center will provide the perfect venue for schools that are not equipped with adequately sized gymnasiums for basketball, volleyball, sport practices, and tournaments. The Pekin Union Mission is very interested in utilizing the facility for their sports programs and tournaments. An Open gym schedule will allow for kids, teens, adults, etc. to practice, hold games, and tournaments. We anticipate heavy attendance during the week and weekend.

The gym will Also schedule Music concerts, Expositions, and other Community events.

The refreshment/concessions/kitchen area will provide snacks and foods for games, tournaments, concerts, etc. It is our intention to promote Pekin "eateries/bakeries/food establishments" by allowing them to offer their food items in the gym's concessions. The thought – offering menu items by spotlighting diners, bakeries, etc through concessions will entice people to patronize local food establishments in the City resulting in revenue for both the businesses, and the City of Pekin.

Development Proposal:

The aesthetics are very important in this project; therefore, the project will utilize period correct stone for the front of the gymnasium and we have in our possession stone from West Campus.

Gym Property Dynamics:

- Estimated gym size 100 ft deep x 150 ft long
- Capacity 500
- Bleachers
- Two Courts available for practices – with bleachers folded back
- Six mounted overhead hoops

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- Heated and Air Conditioned
- Professional Hardwood Gym Floor through Pekin Hardwood
- PIPCO – sprinkler system
- We are obtaining bids from several companies for the building shell
- Security will be onsite – off duty police, retired police, retired military
- Concessions

Schedule: It is our intention to begin the process immediately upon acceptance of this RFP. Our goal is to complete the project within a 1 ½ to 2-year time frame. However, depending upon the engineering strategy based on the core drilling, soil/land issues, and the fate of the Tobin building, the completion of the project may exceed that 2-year time frame.

Financials:

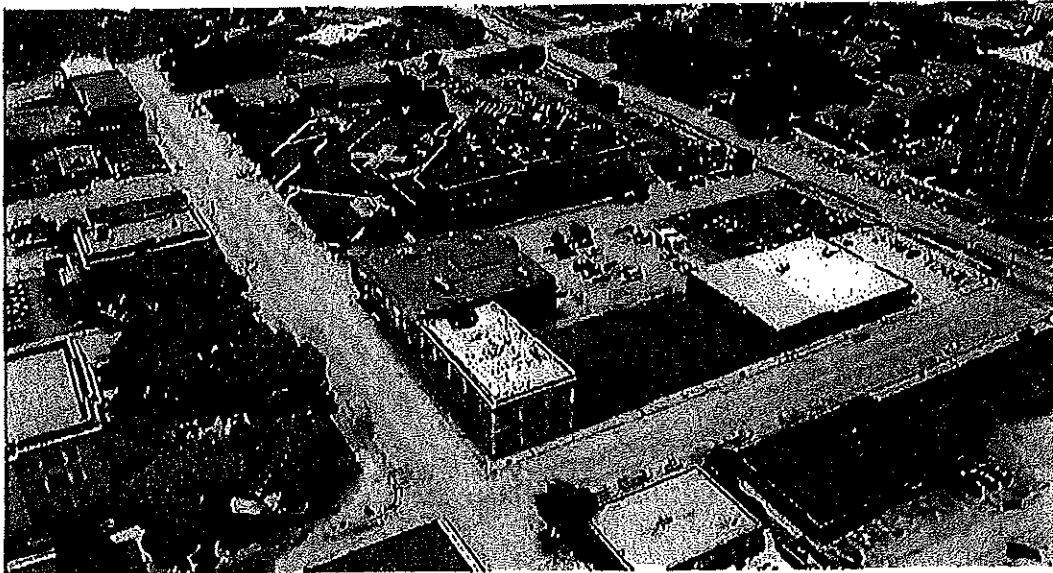
- Aid for the lot(s) cleanup
- BVA financing
- Tiff Financing over the course of three to five years – structured not to drain the Tiff account for this project allowing other individuals/businesses access to Tiff financing as well
- Bank Financing
- Anticipated cost \$1.5 million dollars
- Estimated development value - \$2.5 – 3 million dollars
- Incoming Revenue to include gym rental, concessions, lease/rent to Pekin Union Mission for practices, games, tournaments, concessions, special events, etc.

Requests: This project will require:

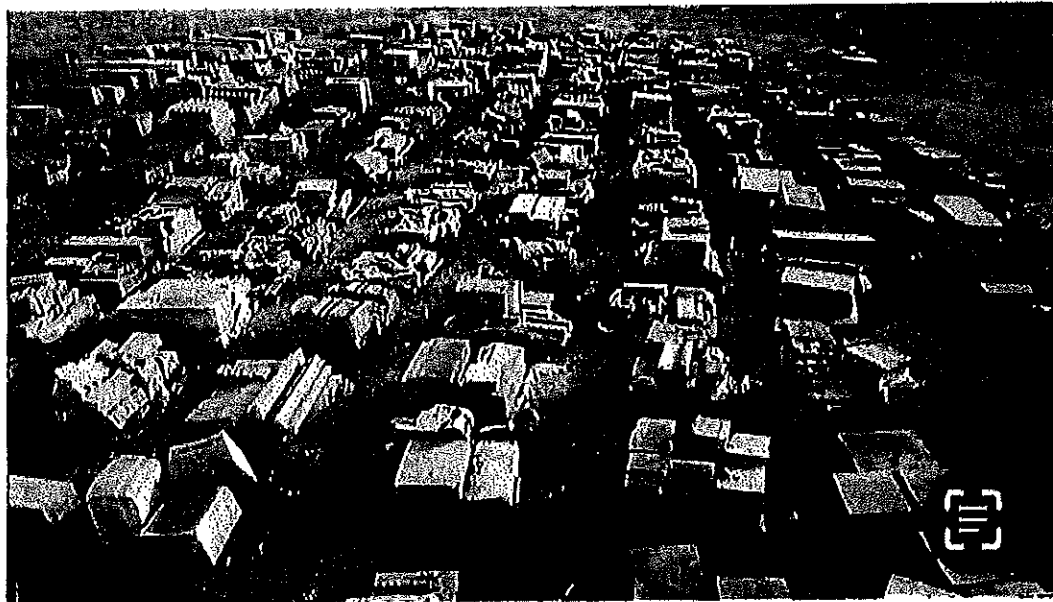
- Appropriate zoning
- The alley to remain in the possession of the City of Pekin
- Tazewell County must remove/repair the hazard at the back of the Tobin building
- Access for Core Drilling to verify what process(es) are required to the "dumping ground"
- Utility Services must be in place (Water, Sewer, Gas) to the properties.
- Rain water variance
- Parking – 300 Margaret St. parking lot must not be sold, but remain the property of the City of Pekin to allow for gymnasium event parking

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Pictures of Proposed Project:

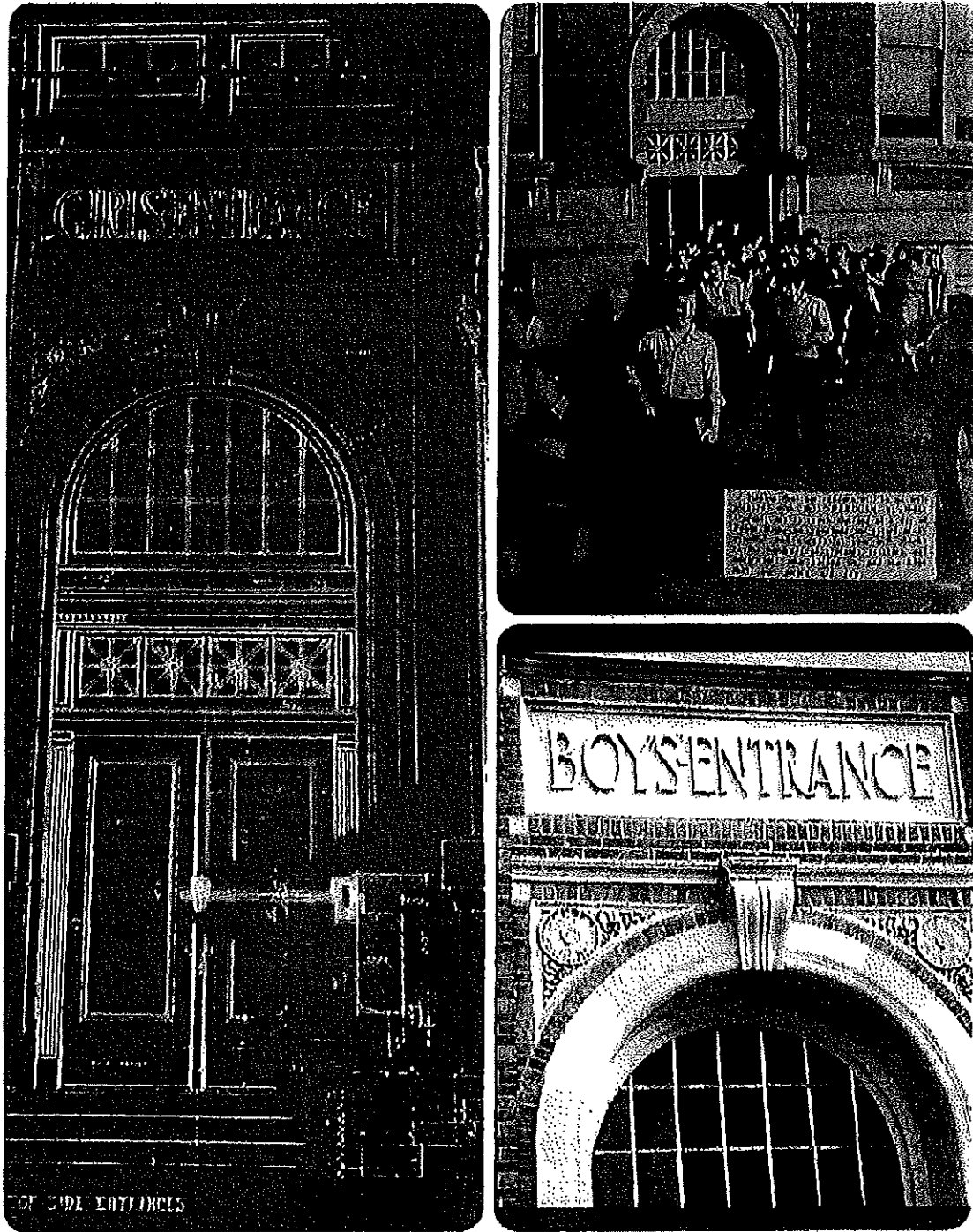


Overhead View of Properties In this RFP Response



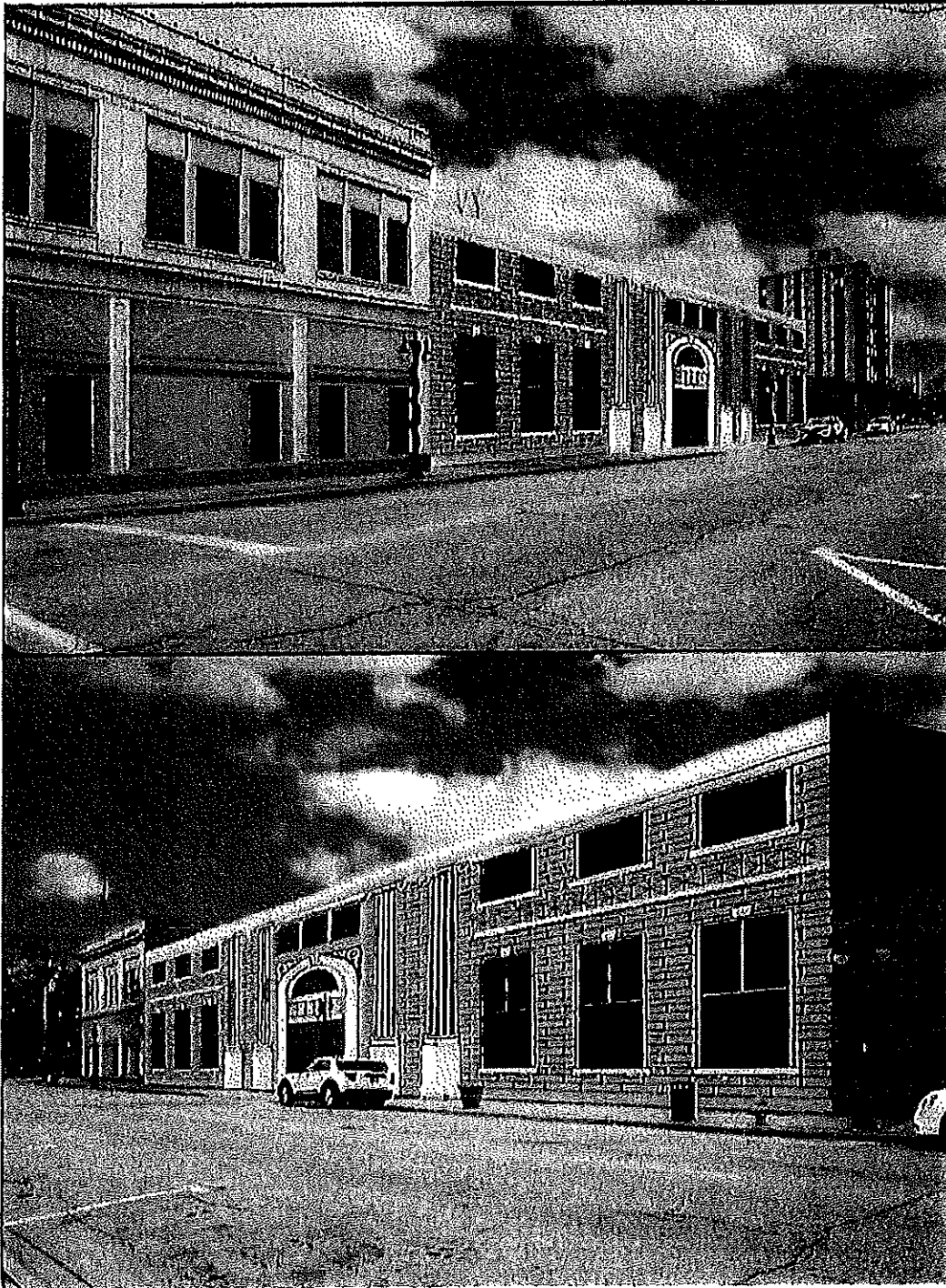
Stone from PCHS West Campus

ENVIRO-SAFE



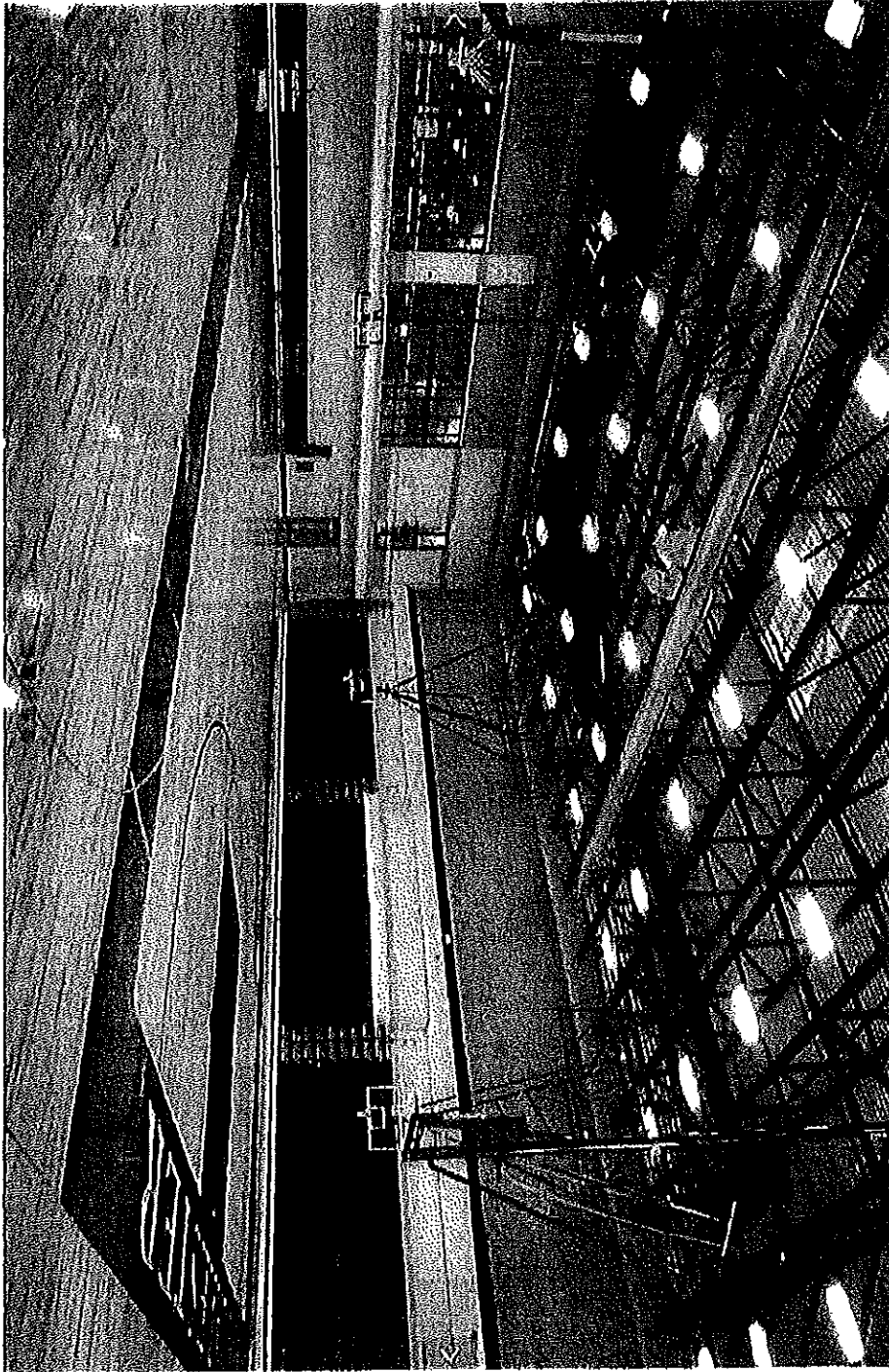
Original Door Plan, Door Stonework at West Campus

ENVIRO-SAFE



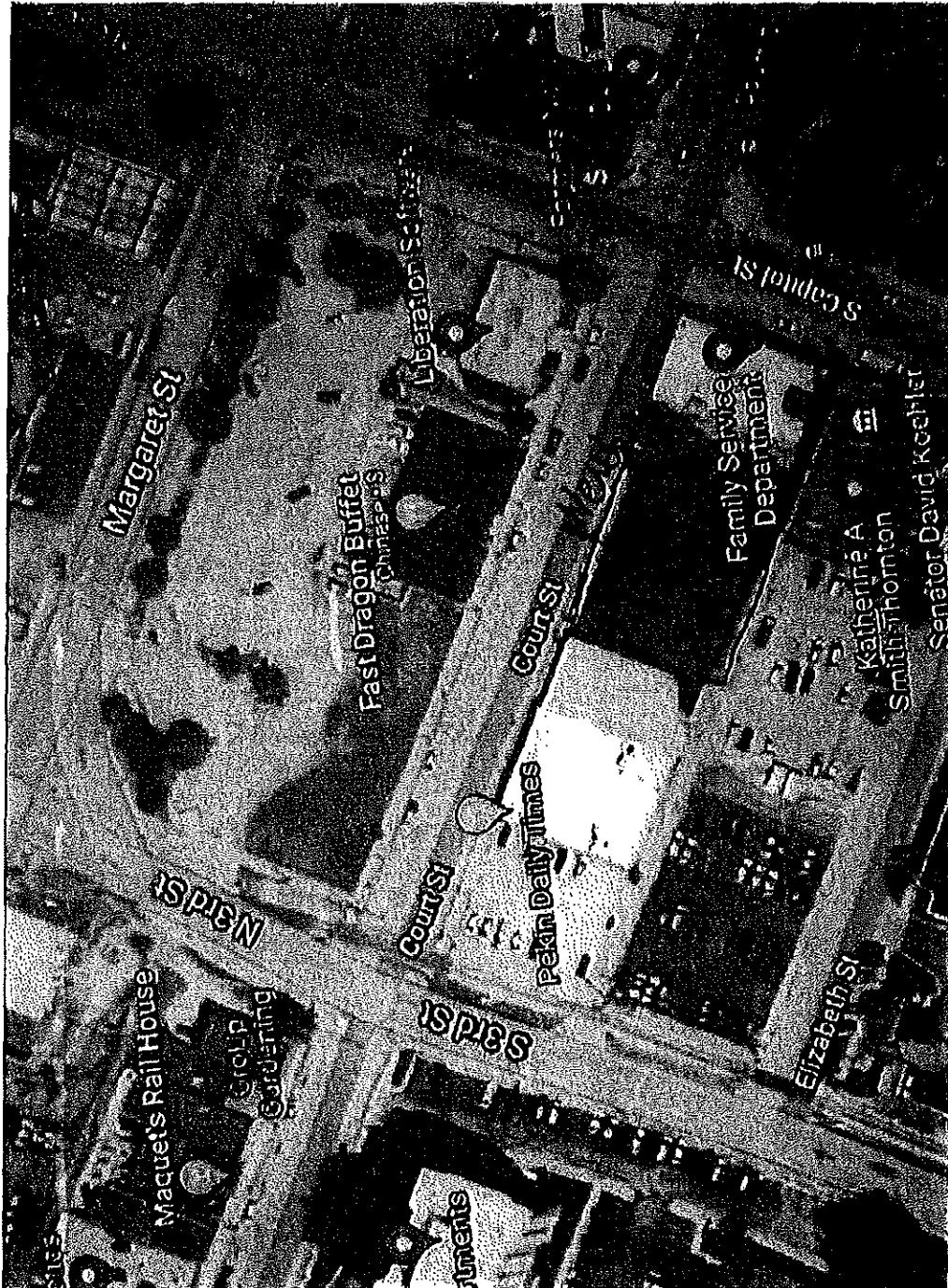
Proposed Gym on Properties

ENVIRO-SAFE



Proposed "style" of Gym

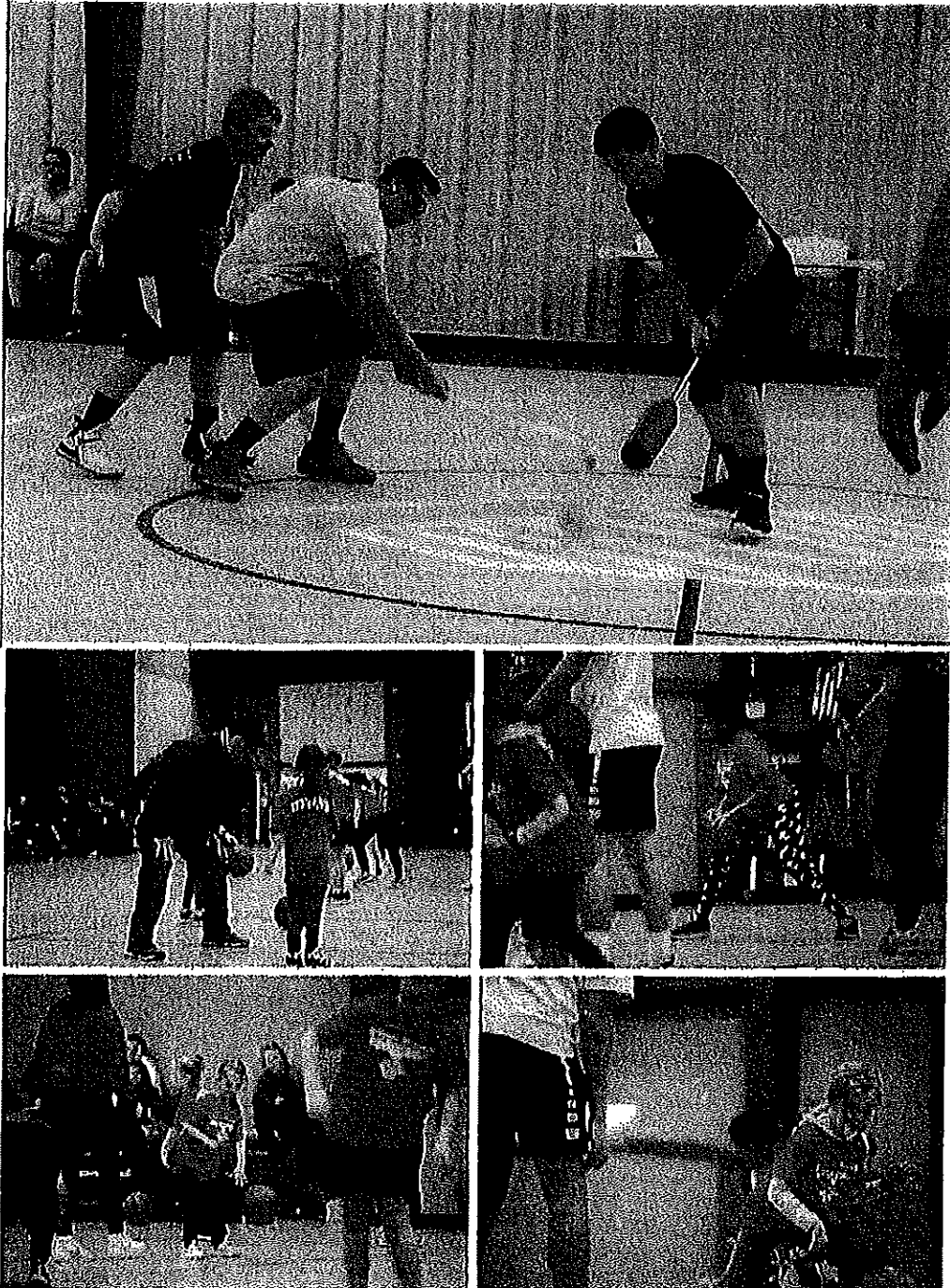
ENVIRO-SAFE



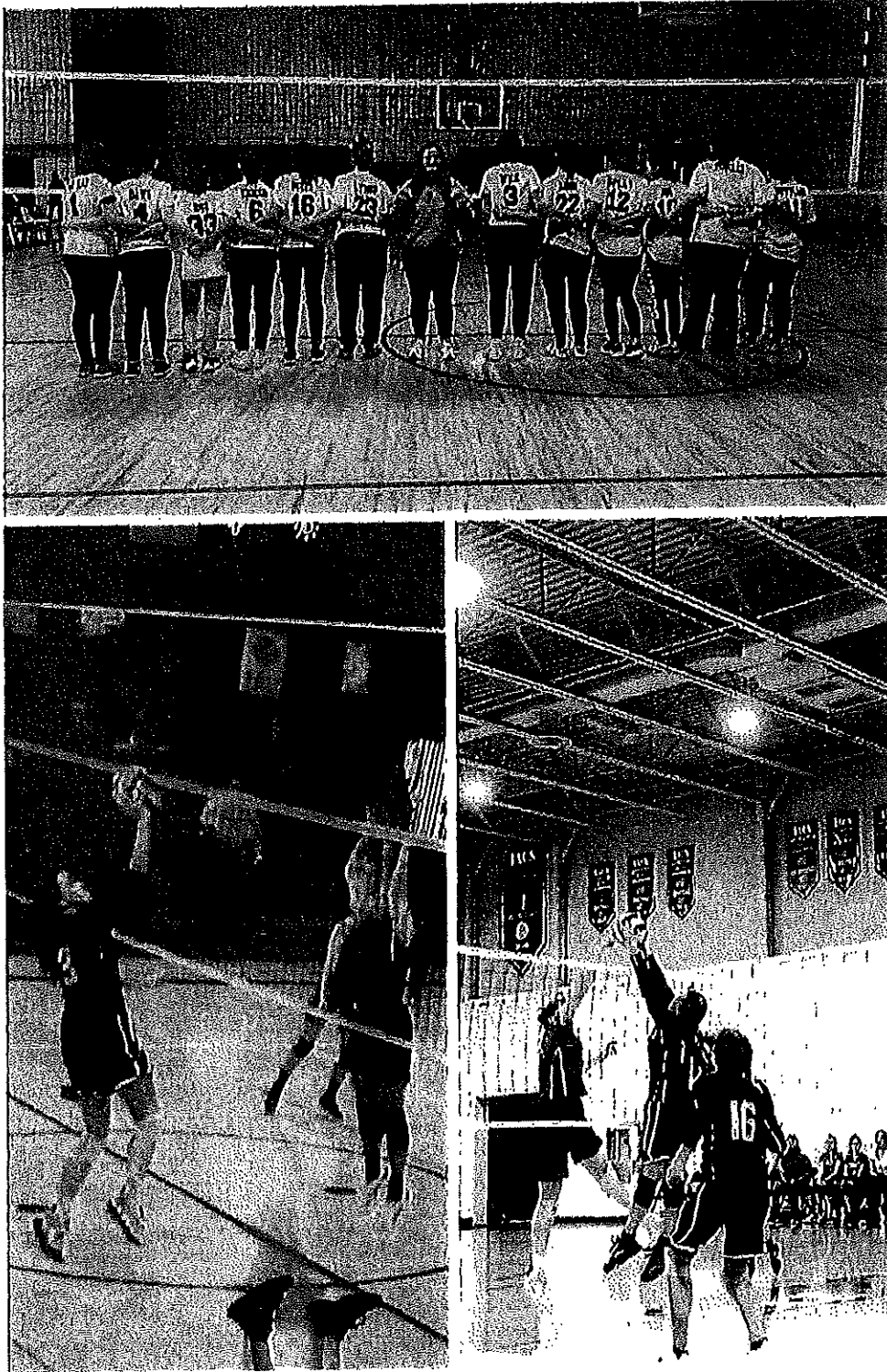
Proposed Parking behind Fast Dragon

ENVIRO-SAFE

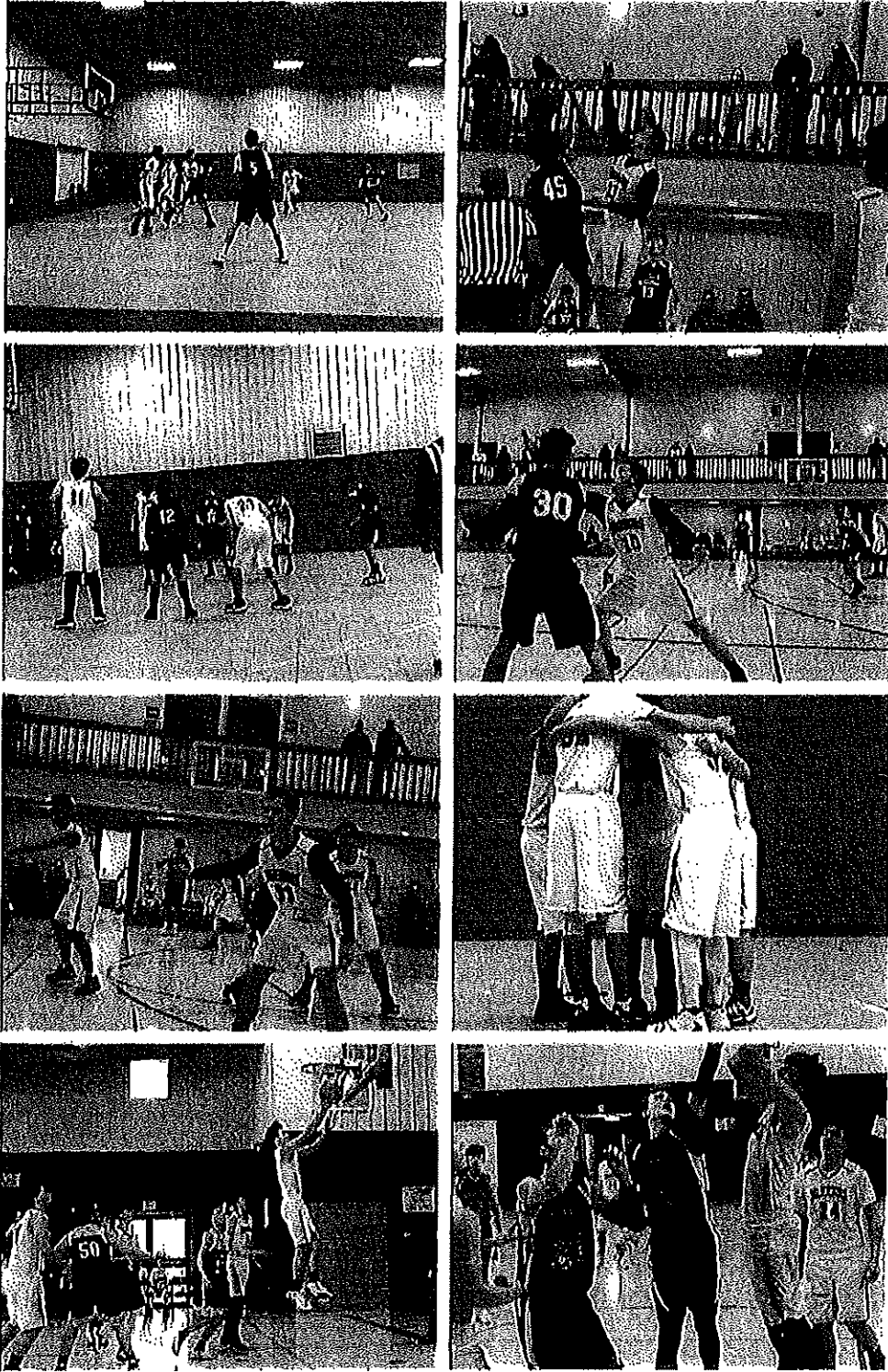
Pictures Team Games:



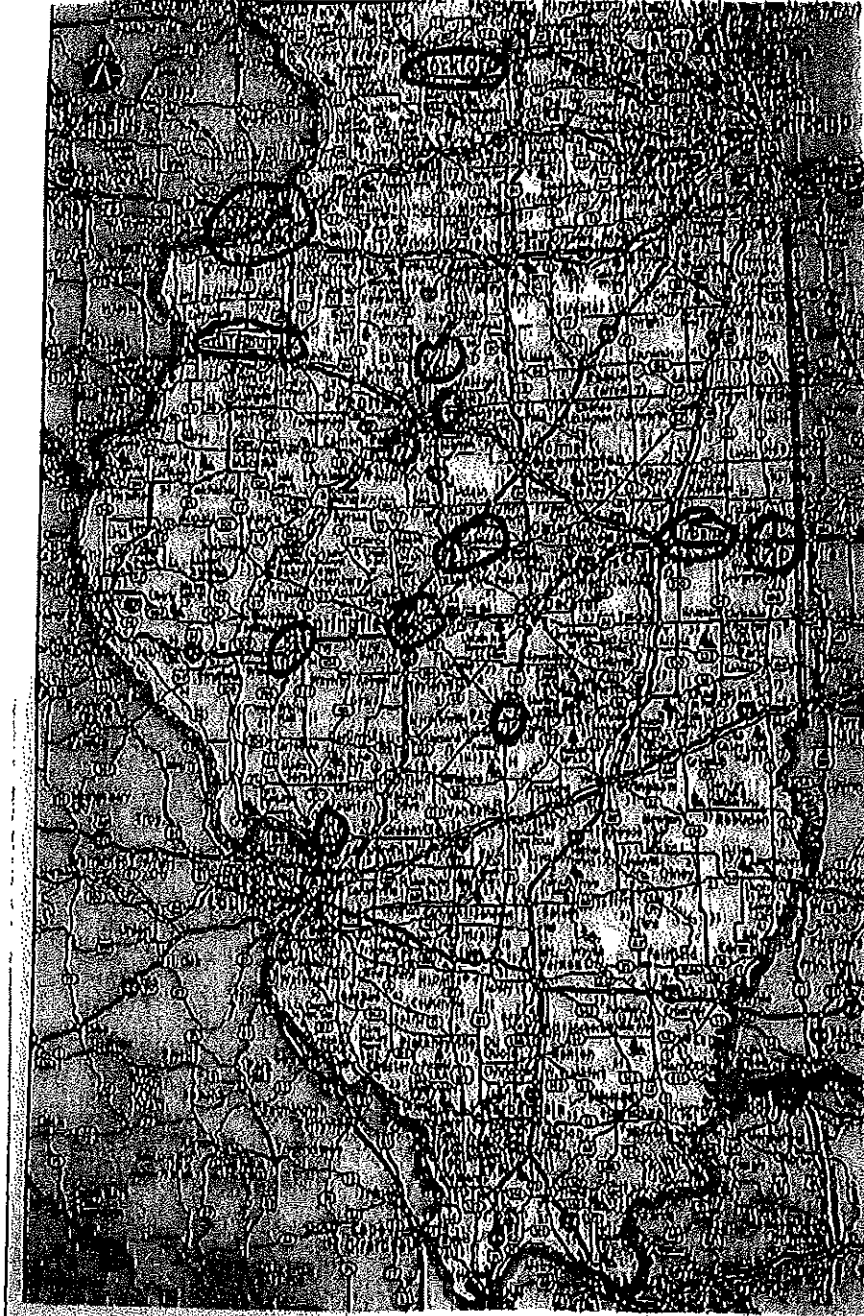
ENVIRO-SAFE



ENVIRO-SAFE



ENVIRO-SAFE



One League that will be playing at our gym – they travel and play teams in each circled area.



Qualifications of Respondents:

Randy Price and Enviro-Safe Refrigerants, Inc. are not new to big projects and challenges. Below is a basic summary of experience/qualifications:

- 100 Caroline was basically a condemned building and we renovated it twice – upon purchase in 1996, and repair after explosion in 2013
- 100 Caroline we have owned and maintained for 25 years
- 100 Caroline is 17,000 square foot building built in 1860 & 1942 warehouse was built
- 100 Caroline continues to contain warehouse storage, and remains operational with Enviro-Safe business
- 311 2nd Street, Pekin Old Jim's automotive – Jim had a fire, we removed all hazards, demolished the building and built a 60 x 80 warehouse with two parking lots and replaced 300 ft of sidewalks and curbs. The building continues to be used by Enviro-Safe Refrigerants, Inc.
- Purchased the Pekin City Hall building in 2002, it was slated to be demolished and made into a parking lot. We purchased and renovated the building and operated Enviro-Safe Refrigerants, Inc. in this building for sixteen years. New windows, exterior walls resurfaced, removed partition walls, some electrical and plumbing replaced, new heating and cooling – 7 units installed. Currently used for storage.
- 514 N 5th St – sewer plumbing replaced all the way to street with cleanouts added, new water service from meter to basement, new gas line throughout, much of the electrical has been replaced. Inside demo to bare walls, all bathrooms, showers, kitchens were removed. Some bathrooms were replaced. New furnaces, windows replaced with glass blocks, doors are steel industrial both doors and frames, upper decks repoured with concrete, all railing replaced with custom wrought iron and wooden support columns replaced with steel, entire building was repainted.
- 508 State St – empty lot, custom iron fencing with rolling iron gate
- 514 State St – empty lot, custom iron fencing with rolling iron gate
- 602 N 5th St purchased, returned to original look, T11 siding, 1,000 glass blocks installed, new roof, new utilities from pole into the building. Inside drywall removed to the original subway tile, recarpeted office area, electrical work was completed, outside was painted.
- 400 Hanna Drive built an entire complex – began with cornfield, storm sewers, retention pond, regular sewers, brought in water service and hydrants down Hanna Drive, brought in power and gas service down Hanna Drive, constructed

ENVIRO-SAFE

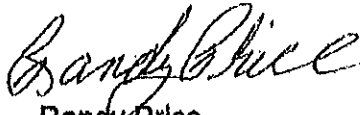
five buildings with an estimated 100,000 square feet. This facility sits on 20 acres of which Enviro-Safe runs and operates.

- Salvaged and stored stone from the Old West Campus building
- James Field Memorial "Boys & Girls Gym from pillars from West Campus

If you have any questions concerning this project, please contact Randy Price direct @ 308-258-0870 any time.

Thank you for your time and consideration of this RFP.

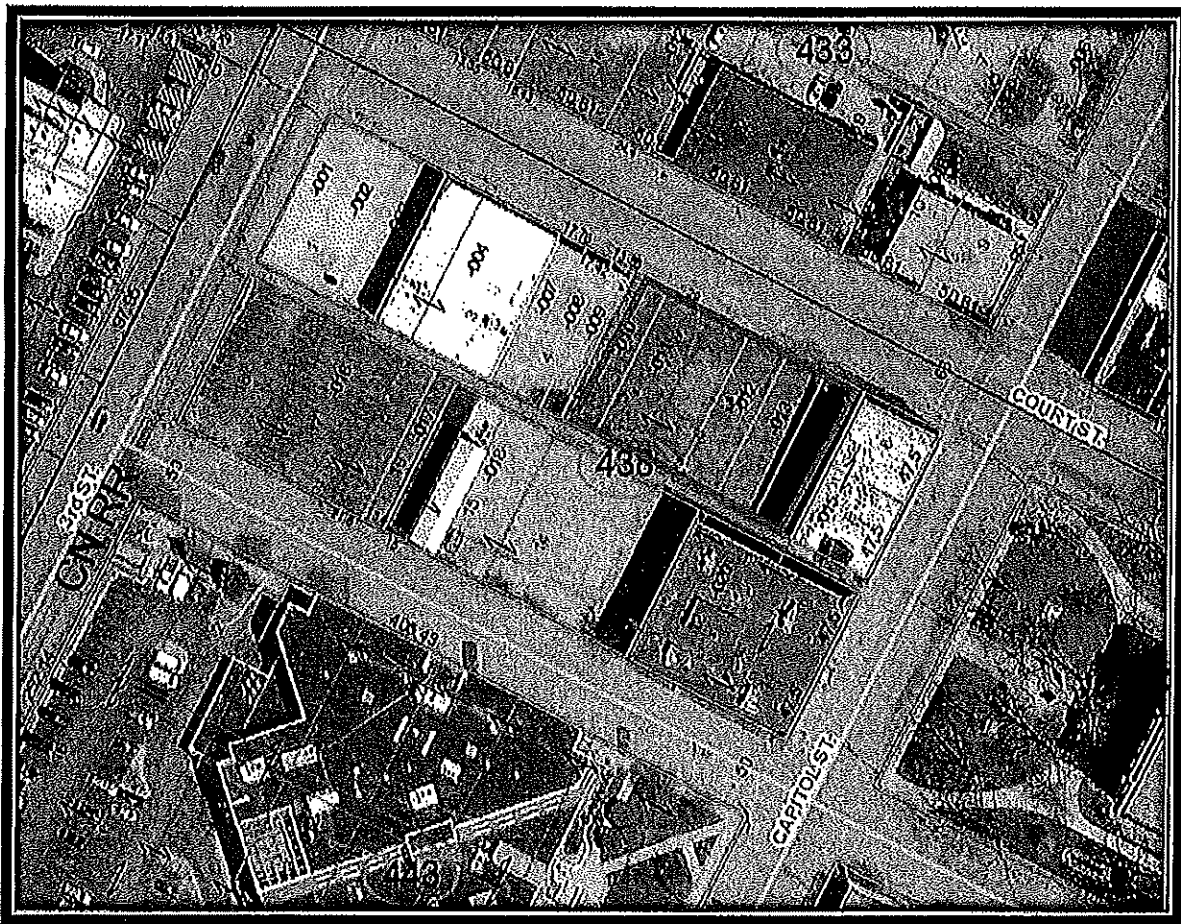
Sincerely,



Randy Price
Enviro-Safe Refrigerants, Inc.

Attachment: USB Flash Drive of RFP Proposal

Request for Proposal Purchase and Improvement of City-Owned
 Commercial Property on Court Street
 04-04-34-438-010, 04-04-34-438-011,
 04-04-34-438-012, 04-04-34-438-013,
 and 04-04-34-438-014
 Proposals Due: January 30, 2023



City of Pekin, Illinois
 Public Property Division of the Department of Public Works
 Attn: Josie A. Esker, PE, SE – City Engineer
 111 S. Capitol Street
 Pekin, Illinois 61554
jaesker@ci.pekin.il.us
 309-478-5399

INTRODUCTION

The City of Pekin is soliciting proposals to purchase and improve the referenced commercial property.

PROPERTY DESCRIPTION

SEC 34 T25N R5W ORIGINAL TOWN

E2' OF 4 & W21' OF LOT 5 BLK 46 SE 1/4

E 29' LOT 5 & W 1/2 LOT 6 BLK 46 SE 1/4

E 1/2 OF LOT 6 BLK 46 SE 1/4

W 1/2 LOT 7 BLK 46 SE 1/4

E 1/2 LOT 7 BLK 46 SE 1/4

The properties consist of a total of 152.43 feet by 95 feet (.33 acres).

Submittals shall include proposal for the purchase and development of all included lots.

PROPERTY DISCLOSURES

Buildings on these properties were demolished in the late 1990s. City staff has reason to believe that the area was not backfilled properly and that debris from the old buildings is buried below the surface.

The existing building to the southeast encroaches onto this property.

ZONING

The property is currently zoned as B-2 Central Business District.

The City anticipates the proposals may request conditional use zoning for the project. The respondent will advise the City if they would like to pursue conditional use zoning for the project.

PURCHASE PRICE

The City has not established a minimum sale price for this property. Proposals will be evaluated on multiple factors including offer price, proposed use/development, and schedule.

PREFERRED PROPOSAL

The preferred proposal will account for the highest and best use of the property.

SUBMISSION REQUIREMENTS AND FORMATS

The following information is required for an RFP submittal:

1. Cover Letter - The cover letter should provide a summary of your proposed development. This includes the following information:
 - A. Developer name
 - B. Mailing address
 - C. Contact numbers
 - D. Email address
 - E. Price offered to purchase the property
 - F. Brief description of intended use

2. Development Proposal - A narrative of your proposal which includes a conceptual site plan showing proposed improvements, structures, and property use.
3. Schedule - The proposed project timeline for improvements/development and land transfer.
4. Financials - Summarize the anticipated financing for the project including estimated post development value.
5. Requests - Any assistance, incentives, anticipated variances, rezoning, etc. requested from the City of Pekin.
6. Submittal - Respondents must submit two (2) hard copies of their complete proposal along with a digital form of the submittal. The proposal should not exceed twenty (20) pages.

PROPOSAL PACKAGE

The proposal package should include the following:

1. Please submit two (2) copies of the proposal.
2. The proposal must be submitted no later than 10:00 a.m. on January 30, 2023.
3. Proposal to be marked "Proposal Purchase and Improvement of City-Owned Property on Court Street".

PROPOSAL EVALUATION

The City of Pekin will form a selection committee to evaluate the RFP submittals.

The City shall consider the following information when evaluating submitted proposals to determine which proposal is in the best interest of the City:

1. Qualifications of the Respondents
2. Financial benefit to the City of Pekin, with consideration to purchase price offered and long term financial benefit of the site.
3. Highest and best use of the property.
4. Suitability of proposal with respect to neighboring area.
5. Ability of purchaser to fulfill the commitments in the proposal.
6. Timeframe for completion of development.

During this process, the City may seek additional information from the responders. In addition, the City may request that the responders make a presentation of their proposal.

It is anticipated the evaluation process will take up to six (6) weeks. The selection committee will then bring forth a recommendation at a regularly scheduled City of Pekin Council meeting. If necessary the City of Pekin reserves the right to adjust this schedule or process. Only proposals received by the due date will be reviewed.

The selection committee will make a recommendation to the City Council for acceptance of a proposal that is determined to be in the best interest of the City.

CERTIFICATION OF RESPONDENTS

Respondent certifies they are not delinquent in the payment of real estate taxes in Tazewell County or in default of any other fine, fee, or development agreement with the City of Pekin.

CITY RESERVATIONS

The City of Pekin reserves the right to:

1. Modify, waive or vary terms of the RFP at any time, including and not limited to submission deadlines, and proposal requirements.
2. Reject any or all proposals.
3. Cancel or withdraw the RFP at any time.
4. Accept the proposal which best serves the interest of the City of Pekin.
5. Modify the RFP schedule or process.
6. Include contingencies in the purchase agreement.

PROJECT INFORMATION

With this project we expect the successful respondent to be responsible for the preparation of all designs, plans, and installations for the improvements outlined in the accepted proposal.

The buyer from the successful respondent will enter into a development contract with the City of Pekin for the improvement of the property as outlined in the successful proposal.

All improvements must be completed in accordance with applicable regulations and codes.

If Buyer fails to meet the terms and schedules outlined in the proposal and subsequent development agreement, the City of Pekin reserves the right to reclaim ownership of the property at the purchase price less administrative costs to reclaim property.

QUESTIONS AND COMMENTS

All questions about this RFP should be directed to the Public Properties Division of the Department of Public Works. Questions will be accepted until 5:00 p.m. of the fourth business day prior to proposals being due. Please allow up to 48 hours for a response.

City of Pekin, Illinois
Public Property Division of the Department of Public Works
Attn: Josie A. Esker, PE, SE – City Engineer
111 S. Capital Street
Pekin, Illinois 61554
jaesker@ci.pekin.il.us
309-478-5399

Document No. **895232** filed for record in Recorder's Office
 of Tazewell County, Illinois **June 1, 1994** **2:26** P
 Robert A. Lutz, Recorder of Deeds

BOOK **4142** PAGE **174**

STATE OF ILLINOIS / SS
 TAZEWELL COUNTY /
 FILED FOR RECORD
 94 JUN -1 PH 2:26

RECORDED IN THE
 PUBLIC RECORDS OFFICE
 TAZEWELL COUNTY, ILLINOIS
 REC'D 6/1/94

WARRANTY DEED

The Grantors, CHARLES S. RIGG, JR. and PATRICIA RIGG, husband and wife, of the County of Tazewell, State of Illinois, for and in consideration of TEN DOLLARS and other good and valuable consideration in hand paid, CONVEY(S) AND WARRANT(S) to Grantees, CITY OF PEKIN, ILLINOIS, a Municipal Corporation, of the County of Tazewell, State of Illinois, the following described real estate, to-wit:

The East one and two-twelfths feet of Lot 4 and the West 21 feet of Lot 5 in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois;

Permanent Index Number: 90-04-04-34-438-010

SUBJECT TO general real estate taxes for the year 1993 and 1994.
 SUBJECT TO easements, restrictions, reservations, conditions and covenants of record.

Exempt under Paragraph 17, Section 1, Real Estate Transfer Tax Act

5/31/94
 Date

Buyer, Seller or Representative

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 31st day of May, 1994.

Charles S. Rigg, Jr.
 CHARLES S. RIGG, JR.

Patricia Rigg
 PATRICIA RIGG

STATE OF ILLINOIS)
) SS
 COUNTY OF TAZEWELL)

The foregoing instrument was acknowledged before me this 31st day of May, 1994, by CHARLES S. RIGG and PATRICIA RIGG, husband and wife.

Valerie Moehle Umholtz
 NOTARY PUBLIC

"OFFICIAL SEAL"
 VALERIE MOEHLE UMHOLTZ
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 3/5/98

This Instrument Prepared By:
EDWARD C. MOEHLE
410 Broadway
Pekin, IL 61555-0875
Telephone: 309/347-4141

Mail Tax Statement To:
City of Pekin
City Clerk
401 Court Street
Pekin, IL 61555

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

BOOK **3116** PAGE **32**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Edward J. Johnson and James V. Davis, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act as such Vice President and Secretary respectively and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and on their respective oaths stated that they were duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

Given under my hand and Notarial Seal this 28 day of October, 1988.

Elwyn J. Felt
 Notary Public

Elwyn J. Felt

My commission expires: 12/13/88

MAIL TAX STATEMENT TO: The City of Pekin

400 Margaret St.

Pekin, Illinois 61554

RETURN TO:

The City of Pekin

C/o Pat Oberle

P.O. Box 873 Pekin, Ill 61554

THIS INSTRUMENT PREPARED BY: Donald M. Hartshorn, Esq.
 SWAIN, HARTSHORN & SCOTT
 1806 Savings Center Tower
 411 Hamilton Boulevard
 Peoria, Illinois 61602
 Telephone: (309) 637-1700

This transaction exempt under Section 4(b), Real Estate Transfer Tax Act.

TRUSTEE'S DEED

Document No. 768537 Filed for record in the Recorder's Office of
Tazewell County, Illinois July 6, 1988 at 4:00 o'clock P.M.
By W. D. SOMMER, Recorder of Deeds

BOOK 3073, PAGE 239

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 6th day of July, 19 88, between
AMCORE BANK N.A., PEKIN, formerly FIRST NATIONAL BANK, as Trustee under the provisions of a
deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agree-
ment dated the 1st day of June, 19 82, and known as Trust Number 490122700,
party of the first part, and CITY OF PEKIN, a municipal corporation,

~~KNOW ALL MEN BY THESE PRESENTS, that the parties of the second part,~~
WITNESSETH, that said party of the first part, in consideration of the sum of
FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) dollars, and other good and valuable
considerations in hand paid, does hereby convey and quitclaim unto said parties of the second part,
not as tenants in common, but as joint tenants, the following described real estate, situated in
Tazewell County, Illinois, to-wit:

The West half of Lot 6 in Block 46 in the ORIGINAL TOWN of Pekin;
ALSO, that part of Lot 5 in said Block 46 in the ORIGINAL TOWN of
Pekin, more particularly described as follows:

Commencing at the Northeast corner of said Lot 5; running thence
West along the South side of Court Street, in said City of Pekin,
29 feet 4 inches; thence Southwardly 95 feet to the alley in the
rear of said lot; thence Eastwardly along the North side of said
alley 29 feet 4 inches to the Southeast corner of said Lot 5;
thence Northwardly on the line between Lots 5 and 6 in said Block
46, to the place of beginning, being 29 feet 4 inches fronting on
Court Street and running back of that width 95 feet, to the
alley; situate, lying and being in the City of Pekin, Tazewell
County, Illinois.

Together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part forever, not in tenancy in common, but in joint tenancy.

SUBJECT to all easements, covenants and restrictions of record.

SUBJECT to all general real estate taxes for the year 1988.

04-04-34-438-011

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed
or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every
trust deed or mortgage of any (here be) of record in said county given to secure the payment of money, and remaining unreleased at the date of
the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its
these present to be signed and attested by

seal to be hereto affixed, and has caused its name to be signed in
the day and year first above written.

As Trustee as aforesaid,
AMCORE Bank N.A., Pekin, Illinois

By

Attest

Sharon L. Kandiak
Notary Public

Deputy Secretary

STATE OF ILLINOIS, {
COUNTY OF TAZEWELL } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY,
that the above named William H. Adams and Sharon L. Kandiak
Grantor, personally known to me to be the persons whose names are subscribed
to the foregoing instrument on such day and at such place as they respectively, appeared
before me this day in person and acknowledged that they signed and delivered the said instrument as their
own free and voluntary act and as the free and voluntary act of said AMCORE Bank N.A. for the uses and purposes
therein set forth; and the said William H. Adams then and there acknowledged that said
as custodian of the corporate seal of said AMCORE Bank N.A. also be affixed
to said instrument as said William H. Adams own free and voluntary act and as the free and voluntary
act of said AMCORE Bank N.A. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

DELIVERY

NAME City of Pekin
STREET 400 Mingus Street
CITY Pekin, Illinois 61554

OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

P. 324 R. 2/77 TRUSTEE'S DEED (Recorder's) - Joint Tenancy

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

THIS INSTRUMENT WAS PREPARED BY:

DICK L. WILLIAMS & ASSOC., P.C.
180 E. WASHINGTON STREET
EAST PEORIA, ILLINOIS 61611

BOOK **3116** PAGE **31**

Document No. 774158 filed for Record in Recorder's Office of
Tazewell County, Illinois, on Nov. 8, 1988 at 1:58 o'clock P.m.

WARRANTY DEED KEITH P. SOMMER Recorder of Deeds

THIS INDENTURE WITNESSETH that the Grantor, THE SALVATION ARMY, an Illinois Corporation, and duly authorized to transact business in the State of Illinois, with principal offices in the City of Chicago, in the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said Corporation, CONVEYS and WARRANTS to THE CITY OF PEKIN, a Municipal Corporation, of the County of Tazewell, and State of Illinois, the following described real estate:

The East Half of Lot 6 in Block 46 in the ORIGINAL TOWN, now City of Pekin, Tazewell County, Illinois.

TAX IDENTIFICATION NUMBER: 04-04-34-438-012

SUBJECT TO:

- (a) Easements, restrictions, conditions, covenants, dedications, rights of way, agreements and reservations of record;
- (b) Applicable zoning and use ordinances, setbacks, rules and regulations, and matters of survey; and
- (c) General real estate taxes for 1988 and subsequent years;

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 28 day of October, 1988.

THE SALVATION ARMY, an
Illinois Corporation

By: Edward J. Johnson
Its: Edward J. Johnson
Vice President

Attest:

James V. Davis
Secretary
James V. Davis

BOOK 3246 PAGE 44

Document No. 791485 filed for record in Recorder's Office
of Tazewell County, Illinois, on December 28, 1989, at
3:23 o'clock P. M.

ROBERT A. LUTZ Recorder of Deeds

WARRANTY DEED

The Grantors, ALVIN HAMM and EDITH R. HAMM, husband and wife, each in their own right and as spouse of the other, and JESSE R. WORKMAN and CHARLENE M. WORKMAN, husband and wife, each in their own right and as spouse of the other, for and in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, CONVEY AND WARRANT to CITY OF PEKIN, a Municipal Corporation, the following described premises:

The Northwesternly Half of Lot 7 in Block 46 in the
ORIGINAL TOWN, now City of Pekin, Tazewell County,
Illinois.

04-04-34-438-013

SUBJECT TO general real estate taxes for the year 1989,
payable in 1990, and all years subsequent thereto.

SUBJECT TO valid covenants, easements and restrictions of
record, if any.

SUBJECT TO any unrecorded Party Wall Agreements.

DATED this 28th day of December, 1989.

Alvin Hamm
ALVIN HAMM

Edith R. Hamm
EDITH R. HAMM

Jesse R. Workman
JESSE R. WORKMAN

Charlene M. Workman
CHARLENE M. WORKMAN

STATE OF ILLINOIS }
COUNTY OF TAZEWELL } SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify that ALVIN HAMM and EDITH R. HAMM, husband and wife, each in their own right and as spouse of the other, and JESSE R. WORKMAN and CHARLENE M. WORKMAN, husband and wife, each in their own right and as spouse of the other, personally known to me to be the same persons who signed the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of December, 1989.



Marie Carson
Notary Public

EXEMPT UNDER PARA. B, SECTION 4, REAL ESTATE TRANSFER TAX ACT.

This Instrument Prepared By: Patrick E. Oberle
Eliff, Keyser, Oberle & Davies, P.C.
Fourth and Broadway Bldg.
Pekin, IL 61555-0873

Document No. 779936 filed for Record in Recorder's Office of Tazewell County, Illinois,
April 11, 1989 at 3:17 o'clock P. M. BOOK 3160 PAGE 52
WARRANTY DEED - Statutory Form ROBERT A. LITZ Recorder of Deeds
 THE GRANTOR, YONG DUK CHOI, a divorced person,

of _____ in the County of Tazewell and State of Illinois, for and in
 consideration of ONE (\$1.00) DOLLAR and other valuable consideration in hand paid,
 CONVEYS and WARRANTS to CITY OF PEKIN, a Municipal Corporation,

the following described real estate:

The East Half of Lot 7 in Block 46 in the ORIGINAL TOWN, now
 City of Pekin, Tazewell County, Illinois.

SUBJECT TO general real estate taxes for the year 1988, payable
 in 1989, and all years subsequent thereto.

SUBJECT TO valid covenants, easements and restrictions of record,
 if any.

situated in the County of Tazewell, in the State of Illinois, hereby releasing and waiving all rights under and by
 virtue of the Homestead Exemption Laws of this State.

Exempt under Paragraph B, Section 4, Real Estate Transfer Tax Act.

Dated this 7 day of April A. D. 19 89.

YONG DUK CHOI

COLORADO
 STATE OF ILLINOIS
 TAZEWELL COUNTY ss.



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO,
 HEREBY CERTIFY THAT
YONG DUK CHOI, a divorced person,

personally known to me to be the same person whose name is sub-
 scribed to the foregoing instrument, appeared before me this day in person and ac-
 knowledged that he signed, sealed and delivered the said instrument as his
 free and voluntary act, for the uses and purposes therein set forth, including the release
 and waiver of the right of homestead.

Given under my hand and notarial seal, this 7 day of April A. D.
 19 89

My Commission Expires: Sept 15 1992

Julie Bustrante
 Notary Public

Mail Tax Statement To:

This Instrument Prepared By:

Name City of Pekin
400 Margaret Street
 Address Pekin, IL 61554

Name Patrick E. Oberle
Eliff, Keyser, Oberle & Davies, P.C.
 Address Fourth and Broadway Building
Pekin, IL 61555-0873

**REQUEST FOR COUNCIL ACTION****Agenda Date:****April 3, 2023****To:****Council Members****From:****Bruce Marston, Interim City Manager/Finance Director****AGENDA ITEM:**

Budget Work Session

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:

Date: