



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF MARCH 13, 2006
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: Motion to approve minutes of February 27, 2006

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

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

VII. CONSENT AGENDA

1. **Receive and File Reports and Minutes:** Police, Tazewell County Animal Control, T/PCCC, Project Status, LADD, Traffic Safety Committee, Liquor Commission, Inspections Department
2. **Proclamation:**

"Affordable Housing Week"	March 19-26, 2006
"Doctors' Week"	March 27 – April 2, 2006
"Relay for Life Week"	April 3-7, 2006
3. **Charitable Solicitation:**

Central Illinois Lightning Tag Day	April 1, 2006
Arlen Freeman Benefit	March 25, 2006
4. **Resolution No. 142-05/06** – Adoption of the Zoning Map of the City of Pekin
5. **Resolution No. 143-05/06** – Reappointment of Roy Bockler to the Liquor Commission for a three year term until February 28, 2009

ACTION: Motion to approve consent agenda

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. Public Hearing

(BD)

DESCRIPTION: Mayor to conduct public hearing for the purpose of discussing the sale of 25.02 acres of municipally owned property to WINPAK HEAT SEAL CORPORATION in the amount of \$350,280 in Riverway Business Park commonly known as 201 Hanna Drive

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.

ACTION: Mayor to allow interested persons to be heard on the sale and accept filed comments on proposal. Council to act on Ordinance under New Business.

NO VOTE REQUIRED

2. Public Hearing

(SB)

DESCRIPTION: Mayor to conduct public hearing to discuss the adoption of an ordinance authorizing the vacating of an alley, which extends from 12th to 13th North of Court and south of Oakridge

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.

ACTION: Mayor to allow interested persons to be heard on the vacating and accept filed comments on proposal. Council to act on Ordinance under New Business.

NO VOTE REQUIRED

3. Public Hearing

(CR)

DESCRIPTION: Mayor to conduct public hearing for the purpose of discussing the request to issue up to \$5,500,000 of tax-exempt revenue bonds to refinance existing bonds for UAW Hi Rise at 444 Parkway Drive, Pekin, Illinois. City acts as issuer to obtain tax-exempt issue. This is not a general obligation bond of the City. The bonds are to be paid solely from the revenues of the project

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.

ACTION: Mayor to allow interested persons to be heard on the TEFRA Notice and accept filed comments on the bond issue. Council to act on Ordinance on March 27, 2006.

NO VOTE REQUIRED

4. 10-Year Plan to End Chronic Homelessness

(PA)

DESCRIPTION: Heart of Illinois Homeless Continuum of Care presentation of the draft 10-year Plan to End Chronic Homelessness

PRESENTATION: Pam Anderson

ACTION: Power point presentation on draft plan and request for Council and Citizens to review draft plan and provide written comments to better serve this area

NO VOTE REQUIRED

IX.

NEW BUSINESS

1. Ordinance No. 2462 - Authorizing the Vacating of an Alley (SB)

DESCRIPTION: Request from owner Ralph Milman of Country Buffet to vacate unused alley

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

2. 2005 CDBG Amendment (PA)

DESCRIPTION: Approval of the reallocation of funds for the current fiscal year - \$15,000 from Life Skills Coordinator to Owner Occupied Rehabilitation Program

ACTION: Motion to approve amending 2005 Action Plan.

PRESENTATION: Pam Anderson

VOTE REQUIRED

3. 2006 Action Plan for CDBG (PA)

DESCRIPTION: Approval of 2006 Action Plan

ACTION: Motion to approve 2006 Action Plan.

PRESENTATION: Pam Anderson

VOTE REQUIRED

4. Ordinance No. 2463 - Amending Title 2, Chapter 13 of the Code of the City of Pekin 1995 (TB)
Regarding Traffic Safety Committee

DESCRIPTION: Traffic Safety Committee recommends that the committee consist of a Citizen Representative to replace the at large Staff Representative. The Citizen is to be appointed by the Mayor for a one-year term commencing the first Monday in May.

5. Ordinance No. 2464 - Authorizing the Sale and Transfer of Municipally Owned Real Property (BD)

DESCRIPTION: Conditions and obligations of the City and WINPAK HEAT SEAL CORPORATION regarding the purchase of 25.02 acres of property in the amount of \$350,280

ACTION: Motion to adopt ordinance.

PRESENTATION: Mayor Mackaman

VOTE REQUIRED

X.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council members

Staff

Public Questions

Press Time

XI.

ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, FEBRUARY 27, 2006 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

The Pledge of Allegiance was led by Mayor Mackaman.

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Blanchard seconded by Com'r. Maddox, that the **agenda be approved as presented.**
On roll call vote, all present voted Aye

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **Minutes of the Regular City Council Meeting of February 13, 2006 be approved as written.** A motion was made by Commissioner Blanchard and seconded by Commissioner Maddox to amend the minutes of the February 13th meeting related to Commissioner Blanchard and Commissioner Dagit's opposition to the motion to spend \$20,000 for a Feasibility Study of Water Utility Acquisition. The motion to amend the minutes was defeated on roll call vote; Ayes. Blanchard and Dagit, Nays, Jones, Maddox, Mackaman. Mayor Mackaman asked that the roll be called on the original motion to approve the minutes as written. On roll call vote; Ayes, Maddox, Jones, Dagit, Mackaman, Nay, Blanchard. Motion Carried.

Public Input on Agenda Items

Jeff Todd 13584 E. Manito Road addressed Council in regards to the Special Use and Site Plan for a Quad Track under New Business. He expressed concern that the four wheelers surround his home and produce a large amount of dust and dirt that invades his property.

Blake Libby 1312 Illinois Street questioned the Council on which channels were being added regarding the correspondence received from Insight Communications under the Consent Agenda. Council and Manager were unable to answer the question and Mr. Libby was advised to contact the cable company.

Mr. Owens 102 South Second Street spoke regarding the Quad Track.

Freda Williams 1303 Arthur stated that Mr. Todd did not live in the property that he spoke of in opposing the Quad Track expansion site.

Shawn Ray 111 South 4th Street supported the Quad Track and stated that the drivers do not raise dust in the unloading area because of driving slowly for safety reasons.

Consent Agenda

Motion by Com'r. Blanchard seconded by Com'r. Maddox, that the Consent Agenda be **approved as presented.**

Mayor Mackaman presented and read the following items under Consent Agenda.

1. **Receive and File Reports and Minutes:** Airport Commission Minutes Dated January 11, 2006
2. **Approve Proclamation:** "Young Author's Week" April 3, 2006
"Motorcycle Awareness Month" May 2006
3. **Receive and File Insight Communications Notice of relocation of 2 channels and addition of 1 channel**
4. **Receive and File Planning Commission Minutes Dated February 8, 2006**

5. **Receive and File Planning Commission Hearings and Recommendations:**

- a. Hearing #1698 - Special Use to amend Quad Track Expansion be denied
- b. Hearing #1699 - Amended Site Plan for Quad Track Expansion be denied
- c. Hearing #1700 - Preliminary Plat Marigold Estates Phase 12 and
Rezone Marigold Estates Phase 12 from AG to R-2 be approved

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

Monthly Financial Report

Finance Director Bob Reis summarized the City's finances as of January 31, 2006. The City continued to improve it's financial position with net income for General Operations increasing \$133,000 in January and \$318,000 for General Operations Plus. Using a pie-chart he explained revenues and expenditures percentages and explained to Council the difference in funds of the General Operations Plus category. Council discussed the TIF sales tax decline caused by the evolution of downtown from retail to service oriented. Mr. Reis advised that Council should be aware that the decline would make property tax the major funding source for future TIF revenues. The TIF fund would support the bond indebtedness.

New Business

Motion by Com'r. Maddox, seconded by Com'r. Blanchard that the **SPECIAL USE REQUEST FROM CHARLES WILLIAMS TO AMEND THE SITE PLAN FOR QUAD TRACK EXPANSION** on the Manito Blacktop be denied. Commissioner Maddox spoke in support of allowing Mr. Williams the time to rectify the list and timetable for compliance on the original approval of the special use that he had just become aware of earlier in the day. Commissioner Maddox then made a motion the motion was seconded by Commissioner Dagit that the **SPECIAL USE REQUEST FROM CHARLES WILLIAMS TO AMEND THE SITE PLAN FOR QUAD TRACK EXPANSION** on the Manito Blacktop be tabled. On roll call vote, all present voted Aye.

Commissioner Maddox stated for consistency he would make the following motions on the matter of the Quad Track:

Motion by Com'r. Maddox, seconded by Com'r. Blanchard that the **SITE PLAN FROM CHARLES WILLIAMS TO AMEND THE SITE PLAN FOR QUAD TRACK EXPANSION** on the Manito Blacktop be denied.

Motion by Com'r. Maddox, seconded by Com'r. Dagit that the **SITE PLAN FROM CHARLES WILLIAMS TO AMEND THE SITE PLAN FOR QUAD TRACK EXPANSION** on the Manito Blacktop be tabled. On roll call vote, all present voted Aye.

RESOLUTION NO. 140-05/06

PRELIMINARY PLAT MARIGOLD ESTATES PHASE 12

Motion by Com'r. Jones, seconded by Com'r. Dagit, that Resolution No. 140-05/06 be adopted. The plat met all the requirements and the Planning Commission recommended that the plat be accepted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A161

REZONING MARIGOLD ESTATES PHASE 12 AG TO R-2

Motion by Com'r. Jones, seconded by Com'r. Dagit, that Ordinance No. 1561-A161 be adopted. Public Works Director Joe Wuellner advised Council that the Planning Commission reviewed the plat for Marigold Phase 12 and found that the requested zoning classification complied with the comprehensive plan and fit the surrounding zoning. Recommendation came from the Planning Commission. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Dagit that the **AGREEMENT WITH CINCINNATI TOWNSHIP FOR EXCHANGE OF MANPOWER** be adopted. Superintendent of Streets David Pagliaro explained to Council that The Township agrees to do some snow control for the City of Pekin in outlying areas, South 5th Street and VFW Road in exchange for the City cleaning the Township's wet wells in various locations in Shafferville and South Pekin. He advised that there is no payments between the parties.

On roll call vote, all present voted Aye.

RESOLUTION NO. 141-05/06

AUTHORIZING 2006 STREET MAINTENANCE MFT FUNDING

Motion by Com'r. Dagit, seconded by Com'r. Jones, that Resolution No. 141-05/06 be adopted. Superintendent of Streets David Pagliaro recommended the resolution authorizing the use of Motor Fuel Funds in the amount of \$725,000 and CDBG Funds in the amount of \$100,000 for the 2006 Street Maintenance Program. The 30 miles of street improvement would be bid through Illinois Department of Transportation. No brick streets were included in the 2006 project. On roll call vote, all present voted Aye.

ORDINANCE NO. 2461

**AMENDING THE CODE OF THE CITY OF PEKIN 1995
REGARDING THE LIQUOR CODE**

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that Ordinance No. 2461 be adopted. Attorney Sue Bosich advised Council the amendments were a result of the continuing process of the Commission to review, correct, and make adjustments to the Liquor Code adopted one year ago. She summarized the key changes that included beer garden, conditional grant, and event meadow. She congratulated the Commission for the efforts in their work. Com'r. Maddox stated the definition of Event Meadow was not complete at the time of the Commission's vote on recommending revisions and felt it necessary for that portion of the ordinance be removed. A motion was then made by Com'r. Maddox, seconded by Com'r. Blanchard, that Ordinance No. 2461 be amended under Section 3-3-1, the definition of Event Meadow be removed. On roll call vote, all present voted Aye. The Chair called for the vote on Ordinance No. 2461 as amended. On roll call vote, all present voted Aye.

ORDINANCE NO. 2459

**AMENDING THE CODE OF THE CITY OF PEKIN 1995
REGARDING E-85 MOTOR FUEL**

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that Ordinance No. 2459 be adopted. City Manager Dennis Kief recommended to eliminate the \$0.04/gallon gas tax on E-85 fuel for the purpose of supporting local producers and benefiting air quality. Commissioner Maddox suggested that there be a sunset clause to reevaluate the advantages and disadvantages of the benefit. Motion by Com'r. Maddox, seconded by Com'r. Blanchard, that Ordinance No. 2459 be amended by adding the following language: until December 31, 2009 in Title 3, Chapter 2, Section 5 C. (i) at the end of the first sentence. On roll call vote, all present voted Aye. The Chair called for the vote on the ordinance as amended. On roll call vote; Ayes, Blanchard, Jones, Dagit, Maddox, Nay, Mackaman. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Mackaman announced that there were two openings on the Fire Pension Board and encouraged interested parties in serving to complete an application available at City Hall or on the Internet. He updated Council on the application process. He would identify openings as terms were ending on the different committees.

Council discussed scheduling for presentation of the Budget. Commissioners Jones and Blanchard requested separate meeting other than a regular Council meeting. Conflicts with Spring Break vacations were a problem and no time was set until calendars could be coordinated.

Commissioner Jones questioned the City Manager on the status of Economic Development Director. Economic Development would be a topic of Conceptual Planning discussion.

Commissioner Dagit requested that the conservative revenue figures be addressed.

Commissioner Blanchard extended Birthday wishes to his daughter Cora.

Director of Public Properties Greg Ranney informed the public that the mandatory terms of the Solid Waste ordinance required toters at each residence by September 1, 2006. Toters of 95-gallon size could be purchased at the Koch Street City Building for \$50.00. Flyers regarding the complete Solid Waste Programs were being distributed to each residence.

Representatives from Uselton Oil were in attendance and expressed appreciation for the adoption of the E-85 Ordinance. Ron Uselton of Morrisview Road questioned and was informed the effective date of the ordinance was 10 days after passage.

Marge Melcher 1821 Highwood expressed disillusion on behalf of the signers of a petition in opposition to the construction of a new residential development on Sunset Hills Executive 9 golf course. Opponents felt they were told the matter would be brought back to Council, that the dams were not up to code and that there were traffic safety concerns at the point of the access road.

Dennis Vaughn 2102 Marigold expressed his disappointment that the public was not permitted to reenter the discussion of new business items.

Ron Faichney 320 State Street requested Council not to consider raising taxes until December 31, 2009 if revenues were sufficient to allow the elimination of motor fuel tax for E-85 users/suppliers.

Christal Dagit 1413 Charlotte addressed Council regarding a new location for the "Tazewell County Historic Places Society – Tazewell County Museum and her request to utilize a portion of the of the brick building at the riverfront. She informed Council of the organizations attempt to secure grants and other funding sources for a county museum.

Daniel DeHoog 619 South 12th Street requested Council not raise taxes to cure a deficit. Mr. DeHoog also expressed disappointment that there was still a "light law" referring to an ordinance requiring lights in vehicles from 1:30 a.m. – 4:00 a.m. when parked on the street.

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

Motion by Com'r. Dagit, seconded by Com'r. Jones that Council move to **Executive Session** at 6:50 P.M. to discuss Acquisition of Real Estate 5 ILCS 120/2 (c) 7 and Sale of Property 5 ILCS 120/2 (c) 6. On roll call vote, all present voted Aye. The Council returned to open session.

No further business to come before the Council, Mayor Mackaman called the meeting closed.

COUNCIL ADJOURNED AT 7:10 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR FEBRUARY 2006

Traffic Tickets	361
Warning Tickets	417
Offenses	417
Arrests	191
Parking tickets	733
STOPS	856

Break down of Parking Tickets

Abandoned Vehicle	3
Fire Lane	0
No Parking Light	430
Handicapped	10
Improper Parking	28
Restricted Parking	245
No Parking Zone	14
Fire Hydrant	1
Abandoned traffic haz	0
Bus Zone	0
Meter violation	2
TOTAL	733

City: PEKIN

Date: 3-1-05
Billing For Month of

February

\$3,260.75

PEKIN CITY CLERK
111 S CAPITOL
ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between February 1, 2006 and February 28, 2006

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Vogel	City	1215 MECHANIC	2/22/2006	Cat	DMH			60448
	Vogel	City	408 HENRIETTA	2/27/2006	Dog	CHOW X			60476
	Hoyland	City	1302 FLORENCE	2/15/2006	Dog	GOLDEN RET			60418
	Vogel	City	2301 A CHERRY	2/2/2006	Cat	DSH	E	8	60326
	Vogel	City	PARK & 3RD ST	2/17/2006	Dog	PIT	R	4	60425
	Mooney	City	1408 ARTHUR	2/6/2006	Dog	MIX	E	9	60339
	Mooney	City	1408 ARTHUR	2/6/2006	Dog	GOLDEN RET X	E	9	60340
	Hoyland	City	ALLEY BETWEEN DELL AND 29	2/10/2006	Dog	ROTT	R	3	60390
	Hoyland	City	13530 2ND ST	2/6/2006	Cat	DLH	E	2	60346
	Hoyland	City	ALLEY BETWEEN DELL AND 29	2/10/2006	Dog	ROTT	R	3	60391
	Vogel	City	2301 A CHERRY	2/2/2006	Cat	DSH	E	8	60327
	Vogel	City	PARK & 3RD ST	2/17/2006	Dog	PIT	R	4	60424
	Mooney	City	1113 S. 10TH	2/25/2006	Dog	LAB	R	2	60468
	Vogel	City	1406 SHERIDAN	2/24/2006	Cat	DSH			60459
	Vogel	City	1406 SHERIDAN	2/24/2006	Cat	DSH			60458
	Mooney	City	2702 PINE	2/25/2006	Dog	LAB	R	2	60469

Total Dogs picked up in Pekin: 10

Total Cats picked up in Pekin: 6

Total Others picked up in Pekin: 0

Animal Counts Brought in by Individuals between February 1, 2006 and February 28, 2006

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	0	60365
Individual	City		1713 GEHR ST	2/9/2006	Cat	DLH	E	1	60379
Individual	City		1713 GEHR ST	2/9/2006	Cat	DSH	E	0	60378
Individual	City		1713 GEHR ST	2/9/2006	Cat	DSH	E	0	60377
Individual	City		1713 GEHR ST	2/9/2006	Cat	DSH	E	0	60376
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	5	60372
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	0	60371
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	0	60370
Owner R	City		13970 RT 29	2/1/2006	Dog	GREAT DANE	E	2	60318
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	0	60366
Individual	City		1713 GEHR	2/9/2006	Cat	DSH	E	0	60384
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	0	60364
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	0	60363
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	0	60362
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	0	60361
Individual	City		1713 GEHR	2/7/2006	Cat	DSH	E	1	60358
Individual	City		1713 GEHR	2/7/2006	Cat	DSH	E	1	60357
Individual	City		1713 GEHR	2/7/2006	Cat	DSH	E	1	60356
Individual	City		1411 MATILDA	2/6/2006	Dog	BEAGLE	R	1	60347
Individual	City		1713 GEHR ST	2/8/2006	Cat	DSH	E	1	60369
Individual	City		334 ELIZABETH ST	2/13/2006	Cat	DSH	R	0	60404
Owner R	City		12777 WISEMAN RD	2/23/2006	Dog	MIN PIN	E	1	60454
Owner R	City		15 MARION PT	2/22/2006	Cat	DSH	E	2	60444
Owner R	City		1606 CAROLINE ST	2/22/2006	Dog	CHOW	E	2	60443
Owner R	City		1606 CAROLINE ST	2/22/2006	Dog	CHOW	E	2	60442
Individual	City		911 HAMILTON APT 2	2/21/2006	Dog	BASSETT			60439
Owner R	City		2710 MONTECELLO	2/21/2006	Cat	DSH	E	3	60437
Individual	County		1713 GEHR	2/14/2006	Cat	DSH	E	0	60413
Individual	County		1713 GEHR	2/14/2006	Cat	DSH	E	0	60412
Individual	City		1713 GEHR ST	2/9/2006	Cat	DSH	E	0	60380
Individual	City		1713 GEHR	2/13/2006	Cat	DSH	E	0	60406
Owner R	City		11774 RT 29	2/9/2006	Cat	DSH	E	6	60382
Individual	City		1713 GEHR	2/10/2006	Cat	DSH	E	0	60396
Individual	City		1713 GEHR	2/10/2006	Cat	DSH	E	0	60395
Owner R	City		303 CAROLINE	2/10/2006	Cat	DSH	E	5	60393
Owner R	City		325 S. 4TH	2/10/2006	Cat	SIAMESE X	E	5	60392
Individual	City		1713 GEHR	2/9/2006	Cat	DSH	E	0	60387
Individual	City		1713 GEHR	2/9/2006	Cat	DSH	E	0	60386
Individual	City		1713 GEHR	2/9/2006	Cat	DSH	E	0	60385
Owner R	City		13592 GLENMOR	2/24/2006	Cat	DLH	E	303	60457
Individual	City		3121 SUNSET DR	2/14/2006	Cat	DSH	E	1	60410

Total Dogs picked up in Pekin: 6

Total Cats picked up in Pekin: 35

Total Others picked up in Pekin: 0



Tazewell / Pekin Consolidated Communications Center
1130 Koch St. Pekin, IL 61554 • Office (309) 478-5410 Fax (309) 477-2302

TPCCC MONTHLY STATISTICAL REPORT

Month February

Number of phone calls received 21,741

Number of 9-1-1 Calls 1488

Number of calls dispatched (all agencies) 3129

*= Included in total # of calls received

Additional Comments:

Steven F. Thompson, ENP
Director

NOTE: New listings in italics.		City of Pekin-Proj Status Report	3/1/2006
PROJECT	STATUS	DESCRIPTION	CONTACT
Veterans Drive:			
Rt. 29 to Commercial Dr.	Prelim Design	Awaiting funding. Receive ROW from the FBOP	Joe
Broadway to I474	Prelim Design	Awaiting funding. Public hearing held, assessing comments.	Joe
I474 Interchange	Prelim Design	Continuing justification reports.	Denny
IDOT Funded Projects:			
Broadway-Parkway Intersection	Design	IDS approved, starting construction drawings and ROW plats	Joe
Schramm to Veterans Drive	Prelim Design	County leading this project. FY2008	Denny
14th - Park Ave Intersection	Awarded	Awaiting notice of pre-construction meeting and start of job	Joe
Forest Dr. - Court St.	Awaiting Funds	Design study complete.	Denny
Riverfront:			
Restroom Facility	Design	Working on design to remodel existing Sours Bldg.	Joe
West Boat Ramp	Prelim Design	Drawings being reviewed by Corps and IDNR	Joe
Pekin Lake	Planning	US Army Corps study ongoing. North 2007 South 2008	Joe
Street Maintenance:			
Seal Coat 2006	Bidding	Area to be S of Broadway to VFW from Capitol to Glenview	Dave
Brick Streets	Ongoing	Work on streets as time allows	Dave
Commercial Projects:			Ron
Helig-Meyers Bldg	Complete	Goodwill open. Nothing further for remainder of building.	Ron
East Court Village I:	Design	Former Pekin Mall property.	Ron
Starbucks	Construction	Reviewing plans for facility. Awaiting corporate approval.	Ron
Relocate ATM	Construction	ATM to move to different place in parking lot.	Ron
Outlot E-7 Unit Plaza	Construction	2 new stores(CiCi's Pizza-US Cellular) going in. One unit remains.	Ron
Outlot F-3 Unit Plaza	Construction	Verizon store slated for one. 2 units available.	Ron
East Court Village II:	Design	Former SHOPKO Building. Review proposals as received.	Ron
Steak N Shake	Hold	This project is currently on hold.	Ron
WalMart Outlots:			
Existing Strip Center Bldg.	Construction	2 new stores. UPS Store (Open) and CATO's (opening in March). Unit full.	Ron
Outlot 2	Design	Potential client negotiating for this lot.	Ron
Outlot 3:	Design	Nothing new has been proposed for this facility at this time.	Ron
<i>Parkway Plaza</i>	<i>Construction</i>	<i>Remodel for new Chinese restaurant</i>	Ron
Sunset Plaza		Behind Walgreen's on Court	Ron
Quizno's	Construction	New sandwich shop to open first part of March	Ron
Cingular	Construction	New Cell phone dealer	Ron
Trouble Free Plumbing/HVAC	Construction	Building new facility at site of former Bloompot Florist.	Ron
Hardee's Bldg - Court/Parkway	Design	Potential client negotiating for this building.	Ron
Antonini's Train Depot	Construction	New offices/shops planned	Ron

		City of Pekin-Proj Status Report	3/1/2006
NAPA Auto Bldg - 5th/Ann Eliza	Construction	Remodeling for new businesses. Sharp Income Tax open	Ron
Gingoteague General Store	Re-open	New owner	Ron
Kroger - Gas Station	Proposed	Revived plans for a gas station in parking lot. Planning commission in March	Ron
<i>Kouri's</i>	<i>Construction</i>	<i>Expansion of exterior dining area and adding restrooms.</i>	Ron
<i>East Side Plaza</i>	<i>Construction</i>	<i>New financial business going into former Radio Shack location</i>	Ron
Aventine	Construction	Beginning major expansion of existing facility.	Ron
Amerhart	Construction	Work has begun on this facility	Ron
Winpak	Design	New facility in Riverway Business Park	Ron
Tazewell County Credit Union	Complete	Adding a drive thru teller area	Ron
West Campus	Prelim Design	Working on proposed Gateway Center.	Denny
Parkway Storm Sewers	Study	Reviewing existing ditch to receive water for capacity. Need heavy rain.	Joe
Pekin Boat Club Dredging	Bidding	Private dredging of channels around the club.	Ron
Pekin Hospital	Construction	Upgrading 8th floor pediatrics, LDR Facility on 2nd & 3rd floors, & diagnostics	Ron
McKenzie Building	Construction	Remodeling former cell areas for offices	Ron
Tazewell Machine	Complete	New addition	Ron
Burling & Son Excavating	Construction	New building to facility	Ron
Velde Ford	Construction	Addition and remodel	Ron
<i>Velde GM SuperCentre</i>	<i>Construction</i>	<i>Remodeling existing facility on Auto Row.</i>	Ron
Dragon's Dome	Construction	Concession stand for outdoor ball fields	Ron
Subdivisions:			
Deerfield Sections 1, 2, 3, & 4	Construction	Continuing to build homes	Ron
Marigold 9A	Construction	Continuing to build homes	Ron
Marigold 10 & 11	Construction	Starting to build homes. 22 homes	Ron
Marigold 12	Design	Plans for next addition. 28 homes	Ron
Velde Dr.	Construction	Working with developer on completing road, part of Marigold 12.	Ron
Lutticken's Cove	Construction	Continuing to build homes. Met with developers for the next section to the east	Ron
Lake Whitehurst	Construction	Continuing to build homes	Ron
Sunset Hills 30, 31, & 32	Construction	Continuing to build homes	Ron
Lake Kennedy	Construction	Continuing to build homes	Ron
Lakeshore Condos	Construction	New 11 unit condo project	Ron
Sunset Lake Estates	Construction	Starting construction. 42 homes	Ron
Hickory Hills 1 thru 4	Construction	Continuing to build homes	Ron
Hickory Hills 5	Design	Awaiting construction plans.	Ron
Sierra Drive	Construction	Building homes.	Ron
Gingoteague #5	Construction	Building homes. 40 homes	Ron

LADD Meeting

February 15, 2006 Minutes

Members Present: Guidotti, Wehr, & Wuellner. Also present: Dave Milam & Rick Evans
Spike called the meeting to order at 3:30 pm.

Financial Report: Ken presented the financial report, reviewing all accounts and bills. He stated that he had talked with Brian Egeberg at Commerce Bank about getting an extension on the loan payment and that cannot be done without amending the agreement. It was moved by Ken and seconded by Spike to secure a 60 day loan to cover the gap. Ken received a \$4,442.56 bill from Cochran & Wilken for additional work that was done on the drainage ditch. It was moved by Ken and seconded by Joe to work with them on this bill to see about splitting the cost.

Dredging: There has been no response from the IEPA as to the violation notice. Spike continues to perform the weekly inspections for compliance with the NPDES permit.

The revised schedule is as follows:

1. Ready land for sale ----- Jan. 2007

Retention Area: Peter still to come and take tests to close out the dam permit.

Dave Milam was present to discuss progress on the sale of silt and to go over the account. He has sold 388 tons to date and has 241 tons in storage.

Stilling Basin: Ken stated that the sink holes along the drainage channel and work on the trash curtain will be done as soon as the weather permits.

Shoreline Improvements: This work will be completed as soon as funds are available. Final report was received.

1. Shoreline Improvements ----- May 15, 2006

Other Business:

Lake Remington --- Joe reported that he has not noticed any work recently on this project. EPA representative was out and checked the retention area. Spike reported that he did not seem to concerned with its status.

It was discussed about the status of the landowners on the east side of the lake and whether or not to let them in. This will be more of a LAHA issue but if they were to join they would be responsible for a portion of cost for the lake dredging and shoreline improvements.

Next meeting: TBD --- 3:30 pm

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
MARCH 2, 2006
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

PRESENT: Denny Kief, Tim Gillespie, Joe Wuellner, Commissioner Blanchard, Chuck Lauss, and Dave Pagliaro. Also present was Sue McMillan and Joe Berardi

The meeting was called to order by Chairman Blanchard. He asked that members first discuss item 6 on the agenda.

UNFINISHED BUSINESS:

6. Evaluate Citizen Member of Committee

Commissioner Blanchard recommended the members consider a citizen representative to the committee and supported the appointment of Joe Berardi to that position. Discussion followed on the procedure to change the language in the Code and to advise the Mayor of the committee's support for an appointment of Mr. Berardi who had background in law enforcement.

DECISION: Motion by Kief, seconded by Gillespie to amend the Code for composition of members with a citizen to replace the at-large Staff Representative who was the patrol officer. Motion carried by unanimous voice vote.

ACTION: Sue M. to draft ordinance.

2. Re-Evaluate Parking Light Ordinance

Commissioner Blanchard stated he did not have a problem discussing the ordinance in an open Council session to see if there was support in removing the provision from the Code but he would not be one of the two councilpersons (or Mayor) needed to place the discussion on the agenda. The committee had discussed, reviewed, compromised on duration of time, and voted unanimously on the issue for over 6 months.

DECISION: Motion was then made by Kief, seconded by Pagliaro that no further recommendations be made from the Traffic Safety Committee regarding the Code requiring lights in parked vehicles from 1:30 a.m. to 4:00 a.m. Motion carried unanimously by voice vote.

Fire Chief Lauss entered the meeting at 4:06 p.m.

1. Request Wording Change on Handicapped Sign to Deaf Child Davis Street (Jeannie Calvin)

Concerned persons were in attendance to support their recommendation that a sign reading "deaf child" be put back on Davis Street. The following addressed the committee with their concerns that the wording "handicapped" was offensive and spoke in support for Mrs. Calvin and her son's request:

Melody Reynolds, Executive Director, Central Illinois Center for Independent Living

Tammy Helm, Communications Outreach/Advocate, Central Illinois Center for Independent Living

Mark Gresholdt, Deaf Services/Communications Advocate, Central Illinois Center for Independent Living

Members discussed the use of standard signage and evaluated the samples of signs that were brought to the meeting.

DECISION: Motion by Kief, seconded by Gillespie that a new sign be made "deaf child area" and replace Handicapped sign on Davis Street subject to an acceptable opinion of Corporation Counsel that the sign is in compliance with state statutes and follows MUTCD requirements. Motion carried unanimously by voice vote.

ACTION: Street Department to replace sign.

2. Request for Stop Sign on Dell @ Melvina Street (Tim Neville)

Members reviewed a drawing for the configuration and traffic flow of surrounding streets, High Street, Second Street and, Melvina Street. Tim expressed concern that stopping Dell at such short distance traffic may backup onto Second Street. Dell and Melvina were not a high accident location.

DECISION: Motion by Lauss, seconded by Gillespie that request for stop sign on Dell Street @ Melvina be denied. Motion carried unanimously by voice vote.

ACTION: Sue to send letter informing Mr. Neville of TSC decision.

Denny left the meeting at 4:30 p.m.

3. Parking Stickers for Downtown Businesses

(List of Streets and Set Business Owner Meeting)

Commissioner Blanchard stated that he was not able to get enough response from business owners to agree to attend a meeting to discuss the parking concerns. He requested that the project be removed from future agendas until he had something to bring to the committee.

DECISION: Motion by Lauss, seconded by Gillespie that discussion or action regarding parking stickers downtown be removed from the agenda and tabled indefinitely. Motion carried unanimously by voice vote.

4. Evaluate Sticker Parking after 6 months Center and 13th Street

Tim advised the committee that only one sticker had been purchased and it was by the person who brought the subject to the committee's attention. No stickers had been purchased by any vehicle owners who had signed the petition. Parking enforcement had still been issuing tickets to Bond employees for 2 hour parking violations. Possible alternatives were discussed. There were no advantages or disadvantages for the police department in continuing the one permit.

DECISION: Motion by Wuellner, seconded by Pagliaro to leave the provisions in the traffic code. Motion carried unanimously by voice vote.

NEW BUSINESS

1. Drivers with Cell Phones Legislation (Jerry Showens/per Com'r. Dagit)

Members discussed a citizen's request through Commissioner Dagit to address the issue of driving while using a cell phone. It was noted cell phones can be hazardous; there are limitless activities that have potential to divert a driver from the task of operating a vehicle safely; cities like Chicago have banned cell phone usage; and there is a City of Pekin employee policy that restricts dialing while driving a city vehicle but there is no provisions in the traffic code defining cell phone use.

DECISION:

It was agreed it would be difficult to receive full support in a recommendation to prohibit drivers from talking on the phone unless a hands free system were utilized. Motion by Wuellner, seconded by Lauss that no action be taken by the Traffic Safety Committee at this time. Motion carried unanimously by voice vote.

*2. No Parking Here to Corner Sign on 12th Street at Court Street
Ron Beherends 630 South 11th Street 346-35219*

Dave informed the Committee that he had received a request for the no parking sign on the northwest corner. He stated that if you come out of Harpers, or are headed south on 12th Street to Court Street, and if a vehicle is parked too close to the corner, traffic has to move over the center line to get out onto Court Street. Traffic entering 12th Street often times has to hit the curb.

DECISION: Motion by Gillespie, seconded by Lauss that a sign No Parking be placed at the standard 30ft. from corner. Motion carried unanimously by voice vote.

ACTION: Street Department to erect sign. No changes to Code required.

AROUND THE TABLE:

Joe Berardi was welcomed as a member by all.

Members were thanked for handling the sensitive deaf child sign issue in a professional manner.

Tom informed members that he and Joe B. had driven past each of the grade schools to visualize the safety concerns for bus drop-off and pick-up locations. Members discussed alternatives to marking the street locations, which included having the buses pull onto school property for children to board where possible. Members were informed that there were possible Life & Safety funds received by the schools that could be utilized for the improvement.

ACTION: Second Street is a through Street - Dave to put missing sign at Minerva.

Next agenda - List of Changes for Bus Pickup at Grade Schools

Matt Wilkerson to be invited

With no further action the meeting was adjourned.

Meeting Adjourned at 5:10 P.M.

Respectfully submitted

Sue E. McMillan

NEXT MEETING THURSDAY, APRIL 6, 2006 @ 4:00 P.M.

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, JANUARY 26, 2006

4:00 P.M.

CITY HALL COUNCIL CHAMBERS

Chief Gillespie called the meeting to order at 4:00 p.m.

Present: Gary Allen, Dave Eitenmiller, John McCabe, Chief Gillespie, Sue Bosich and Joe Wuellner

Absent: Roy Bockler, Holly Brown and Fire Chief Chuck Lauss

Chief Gillespie forgone the pledge and roll call.

Approval of Minutes

Motion by Eitenmiller , seconded by McCabe that the Minutes of January 11th, 2006 be approved as presented.

New Business

In an open discussion concerning fences around beer gardens, it was decided that a better definition was needed regarding the view.

City attorney, Sue Bosich brought up the Conditional Grant that was added to the Liquor Control and asked that we look it over before next meeting.

Police Liaison gave a brief report concerning the underage drinkers at the local AMVETS.

Meeting was adjourned at 4:37 p.m.

Submitted by Gary Allen

City of Pekin

LIQUOR COMMISSION MINUTES RESCHEDULED MEETING

**WEDNESDAY, FEBRUARY 8, 2006
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Chairman Roy Bockler called the meeting to order at 4:00 p.m.

ROLL CALL

The following members were present for roll: Roy Bockler, David Eitenmiller, Holly Brown, and Deputy Fire Chief Rick Bowman. John McCabe entered the meeting at 4:10 p.m.

Absent: Gary Allen and Police Chief Tim Gillespie

Also present: Attorney Sue Bosich, Public Works Director Joe Wuellner, and City Clerk Sue McMillan.

Chairman Bockler declared a quorum was present. He expressed appreciation that the members were willing to reschedule the regular meeting date to Wednesday.

APPROVAL OF AGENDA

Motion by Eitenmiller, seconded by Brown that the Agenda be approved as presented. On roll call vote, Eitenmiller, Bowman, Brown, and Bockler. Motion carried.

APPROVAL OF MINUTES

No minutes were available for the meeting of January 26, 2006. Gary Allen to present at the next meeting.

John McCabe entered the meeting at 4:10 p.m.

PUBLIC INPUT/COMMENTS/QUESTIONS

There were no comments received.

STATUS/RESOLUTION OF HELD HEARINGS

No report received.

NEW BUSINESS

Police Liaison Officer

Council Liaison

No reports received.

City Attorney

Corporation Counsel Sue Bosich informed the commission that she had completed the draft of amendments that had been proposed. She distributed and briefed members regarding changes. Changes were identified in bold type. She advised that that she was still waiting for a proper legal description of the area at the completed riverfront. Discussion followed on the area or areas to be determined for the sale of alcohol at Pier, Riverfront, and Event Meadow:

- May need the lower parking lot area for beer tent at larger events
- Concern that the Event Meadow was adjacent to Park area where no alcohol is to be consumed

Attorney Bosich then advised members on the addition and definition of conditionally granting of licenses. She also explained that "bartenders" was deleted under Employees 3-3-6 B., the qualification provision that it shall be unlawful to employ any person not possessing the same qualifications necessary for the applicant also. By not listing that position along with the exception of "waiters and waitresses," the City has the option of completing police background or fingerprinting on bartenders.

Joe Wuellner expressed concern that reference to Building Code would require revising the Liquor Code each time the standard was updated. He suggested the same terminology be consistently applied throughout the Liquor Code. Under definitions International Building Code 2003 edition and International Fire Code 2003 be changed to reflect references under 3-3-5-3 VIEW FROM STREET, which states "most currently adopted"

The members then reviewed other changes to the code that had been drafted:

- UNOBSTRUCTED VIEW means a minimal hindrance from a distance of 10 ft.
- APPLICATION
 - Should the corporation be a stock exchange publicly traded, required data requested of stockholder is waived
 - "detailed" site plan required
 - new \$60.00 charge for fingerprinting
 - increased application fee \$150.00
- VIEW FROM STREET - discussed tamper proof closed circuit cameras and approved monitor location. The code stayed silent on "tape and monitor"

Motion by McCabe, seconded by Eitenmiller that the revisions to the Liquor Code be recommended to the City Council. Motion Carried by Voice Vote.

Chairman Bockler suggested a cover letter be composed stating the recommendation of the Liquor Commission with each member's written signature. Members to stop in Paula's office to sign prior to Wednesday, February 22 at noon to submit with Council packet of February 27, 2006.

ANY OTHER BUSINESS TO COME BEFORE THE COMMITTEE

Chairman Bockler noted that there was discussion that the Commission reduce the regularly scheduled meetings to once a month. It was consensus of the members that discussion and decision be postponed until all members were present at a meeting to vote.

The Chair also advised that the Public Question item on the agenda was moved to the beginning of the commission meetings to allow the public attending the meeting to be able to leave when finished.

No further business to come before the Commission, **motion was made by Brown, seconded by Eitenmiller to adjourn. Motion carried by Voice Vote.**

Meeting adjourned at 5:15 P.M.

Respectfully submitted
Sue E. McMillan

NEXT MEETING THURSDAY MARCH 9, 2006 @ 4:00 P.M.

Inspection Meeting
March 1, 2006

Following are the minutes of the meeting with follow up comments if any (in red):

1. Dave S. – stated everything has been going pretty good.
2. Mark R. – stated that complaints are increasing on dilapidated structures, messy yards, and dog droppings. Also noted that there are several problems with the wiring at the new Quizno's that need to be addressed before they can open.
3. Juanita V. – stated that about all contractor licenses have been paid for this year and home occupancy licenses are complete. Confirmed what Mark said about the numbers of complaints being up.
4. Ron S. – stated more complaints have been received on houses owned by Rodger Hoover again. He has been told to get them in order. Told everyone that there are problems with people coming in and pulling electrical and plumbing permits under approved companies but are doing them themselves. He asked that no cash be accepted for these and that they must use a company check. The final for CATO will be today and they are planning on opening on March 15th. Set up interviews for the plumbing inspector position for this Friday. Said that Don will say a few extra days to help break in whoever takes the position.
5. Joe W. – stated that the new GIS Tech, Paul Becvar, will be starting next Monday. Work on the 14th & Park signals will be starting soon and that he would be out in the field more. Will be at IDOT most of today for the annual meeting.

NOTE:

Next meeting March 15, 2006

WHEREAS, housing is a basic human need and owning and affording a home is part of the American Dream; and

WHEREAS, over 1 million Illinois households have housing affordability problems. Nearly 800,000 renters and homeowners are paying more than 35% of their income on housing. Over 200,000 households are overcrowded in an effort to afford housing.

WHEREAS, a Tazewell County household that rents must include at least 1.7 full-time minimum wage earners to afford a modest two-bedroom apartment. This translates into a "Housing Wage" of \$11.27 per hour and an annual income of \$23,440. Over one third, 41 percent, of Tazewell County's 12,000 renter households do not earn this much.

WHEREAS, in 2005 more than 40,000 requests for assistance from the state Homelessness Prevention Program went unmet due to a lack of funds.

WHEREAS, over ____ Tazewell County households remain on waiting lists for public housing and to receive Housing Choice Vouchers and in the State of Illinois, more than 33,000 project-based Section 8 apartments will be lost prior to 2009 as federal contracts expire.

WHEREAS, the talents of grassroots organizations, non-profit housing professionals, financial institutions, elected officials, and government must be combined to address the immense challenge of ensuring that every person in Illinois has access to affordable housing.

NOW, THEREFORE, BE IT RESOLVED, that I Frank H. Mackaman, Mayor of the City of Pekin, Tazewell County, Illinois , do hereby proclaim March 19-26, 2006, as AFFORDABLE HOUSING WEEK in Pekin.

FRANK H. MACKAMAN

Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

More than the application of science and technology, medicine is a special calling, and those who have chosen this vocation in order to serve their fellowman understand the tremendous responsibility it entails. Referring to the work of physicians, Dr. Elmer Hess, a former president of the American Medical Association, once wrote: "There is no greater reward in our profession than the knowledge that God has entrusted us with the physical care of His people. The Almighty has reserved for Himself the power to create life, but He has assigned to a few of us the responsibility of keeping in good repair the bodies in which this life is sustained." Accordingly, reverence for human life and individual dignity is both the hallmark of a good physician and the key to truly beneficial advances in medicine.

WHEREAS, the American Hospital Association has proclaimed Thursday, March 30th, 2006 as Doctor's Day; and

WHEREAS, the dedicated physicians of Pekin Hospital endure long and unpredictable hours along with the conflicting demands of work and family life; and

WHEREAS, Pekin Hospital physicians are the community's leaders in the prevention and treatment of illness and injury; and

WHEREAS, our physicians deserve high regard and appreciation for carrying out Pekin Hospital's Vision of being the place where the public turns for high quality healthcare services.

NOW, THEREFORE, BE IT RESOLVED that I, FRANK H. MACKAMAN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the week of Monday, March 27th through Sunday, April 2nd, 2006 as

"DOCTORS' WEEK"

in the City of Pekin, Tazewell County, Illinois and extend thanks and best wishes to all doctors for their leadership in the prevention and treatment of illness and injury. I encourage all to observe this day with appropriate programs and activities.

ADOPTED, this 13th day of March, in the Year of Our Lord, Two Thousand and Six.

FRANK H. MACKAMAN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



**City of Pekin
Proclamation
American Cancer Society
Relay For Life Week**

WHEREAS, the American Cancer Society is determined to reach its goals of 2015, which are to reduce cancer mortality rates by 50%, to reduce cancer incidence rates by 25%, and to measurably improve the quality of life of all those effected by the disease, and

WHEREAS, the American Cancer Society, in its continuing fight against all forms of cancer, has funded 38 Nobel Laureate researchers to discover the cause and cures of this disease, and

WHEREAS, the American Cancer Society has demonstrated its commitment for cancer care with Patient Navigation Services, which enhances the communication between patients, physicians, caregivers, and the local community.

In recognition of the importance of the ongoing fight against cancer, the Relay For Life of Pekin has requested Mayor Frank Mackaman to issue a proclamation designating April 3-7, 2006 as Relay For Life Week.

THEREFORE, I, Frank Mackaman, Mayor of the City of Pekin, do hereby proclaim April 3-7, 2006 Relay For Week, and I invite all citizens to participate in Relay For Life Week by placing a sign, a poster and information at businesses throughout the city. I also invite the citizens of Pekin to participate in the Relay For Life of Pekin on June 23rd - 24th at the Pekin Park, in our continuing commitment to fighting cancer.

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

Done at the City Chambers in the City of

Pekin this _____ day of _____ in

the year of Our Lord _____.

(City Seal Here)

City Clerk

Mayor



Relay For Life Of Pekin

June 23rd-24th, 2006

Pekin Park

Our Reason To Relay

What is the Purpose of Relay For Life Week?

To raise awareness throughout the community of the programs that the American Cancer Society has to help those who have been touched by cancer. To give everyone the opportunity to honor the people in their lives who have battled this disease. To give the survivors of this disease a chance to meet and talk with other survivors.

What is Relay For Life?

Relay For Life is an overnight team event that raises awareness of cancer in the community and raises funds to fight cancer.

Throughout Relay For Life, teams of friends, neighbors, families and co-workers commit to keeping at least one member walking the track... Because cancer never sleeps.

Luminaria Ceremony

It's one of the most inspirational moments at the Relay For Life.

It's an opportunity to help in the fight against cancer with a donation and to honor someone in your life who has faced this disease.

A Luminaria is a paper bag with a small candle inside to make it glow. Each Luminaria bears the name of a person who has battled cancer. During the ceremony, we light all the candles. As they burn through the night, they light the way for the walkers... a path of HOPE.

Cancer Survivors

The Opening Lap For Survivors is a moving start to Relay For Life. Names and years, months, weeks, or days since diagnosis are read, person by person, and each of those people join the other survivors on the track.

When they have all gathered, Relay For Life officially begins!

The entire track is lined by all the Relay For Life team members cheering them on!

Halfway through their lap, their caregivers as well as family can join them.

They are then followed by all the team members at the event.

We will be honoring all of our survivors at a Survivor Dinner on Tuesday June 20th. All survivors, their caregivers and family are invited to attend.

Every cancer survivor is invited to participate in these events

**The American Cancer Society is dedicated to helping everyone who faces cancer
Through Education, Research, Patient Services and Advocacy.**

Words can never adequately describe Relay For Life – You just have to experience it!

March 6, 2006

City of Pekin
Attn: City Clerk's Office
111 South Capital
Pekin, IL 61554

Re: Central Illinois Lightning 12-under & 13-under baseball team
Request for Permission to hold Tag Day April 1st, 2006

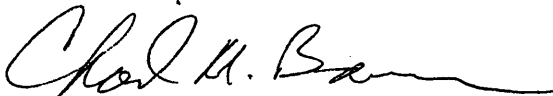
Dear Council Members:

The Central Illinois Lightning is a newly formed 12-year-old & 13-year-old boys travel baseball organization based here in Pekin. Besides playing here in Pekin, we will travel to tournaments and games located throughout Central Illinois and compete in larger tournaments outside of the area, including St. Louis and Chicago. Our goal is to qualify and play in the 2006 12-year-old USSSA World Series in Hutchinson, Kansas and the 2006 13-year-old USSSA World Series in Canton, Michigan.

We are requesting permission from the City of Pekin to hold a Tag Day on April 1st to raise funds and help offset our costs during the 2006 season.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Chad M. Barnes", with a long horizontal flourish extending to the right.

Chad M. Barnes, Secretary
Central Illinois Lightning
1930 Quail Hollow Rd.
Pekin, IL 61554
(309) 347-3434

3/7/06

To Mayor & Council.

We are requesting a charitable
Solicitation for Arlen Freeman to help
offset medical expenses. The individuals
involved in the benefit are Tony & Luke
Freeman, Sandy Weiland, Dixie McQueen and
Mark Freeman. Thank you very much
for your time. I can be contacted @

309-635-9692.

Win a Trip to Las Vegas!

- *benefit for* -

Arlen Freeman

Heart Transplant Recipient



March 25, 2006

Goodfellas Pub & Pizza

1414 N. 8th Street • Pekin, IL

All-You-Can-Eat Spaghetti Dinner • 2pm-7pm

Entertainment: 2pm-7pm (DJ) • 9pm-1am (Band)
(DJ-Goodtimes Entertainment)



For tickets contact: Terry & Linda Freeman
(309) 635-9712 or (309) 635-9692

Donations may be mailed to:

CEFCU in Pekin

3515 Court St., Pekin, IL 61554 or to any other

CEFCU location (ask the CEFCU secretary where to drop off if not mailing)

(Make checks payable to "Arlen Freeman Benefit")

Bake Sale • Raffles • Silent Auction • 50/50

RESOLUTION No. _____PEKIN, ILLINOIS, March 13, 2006
19

RESOLUTION BY COMMISSIONER _____

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

the City Clerk be and she is hereby directed to publish the Zoning Map of the City of Pekin,
December 31, 2005, revision, hereunto attached as Exhibit A, in pamphlet form.

SIGNED BY _____

MAYOR.

CITY OF PEKIN

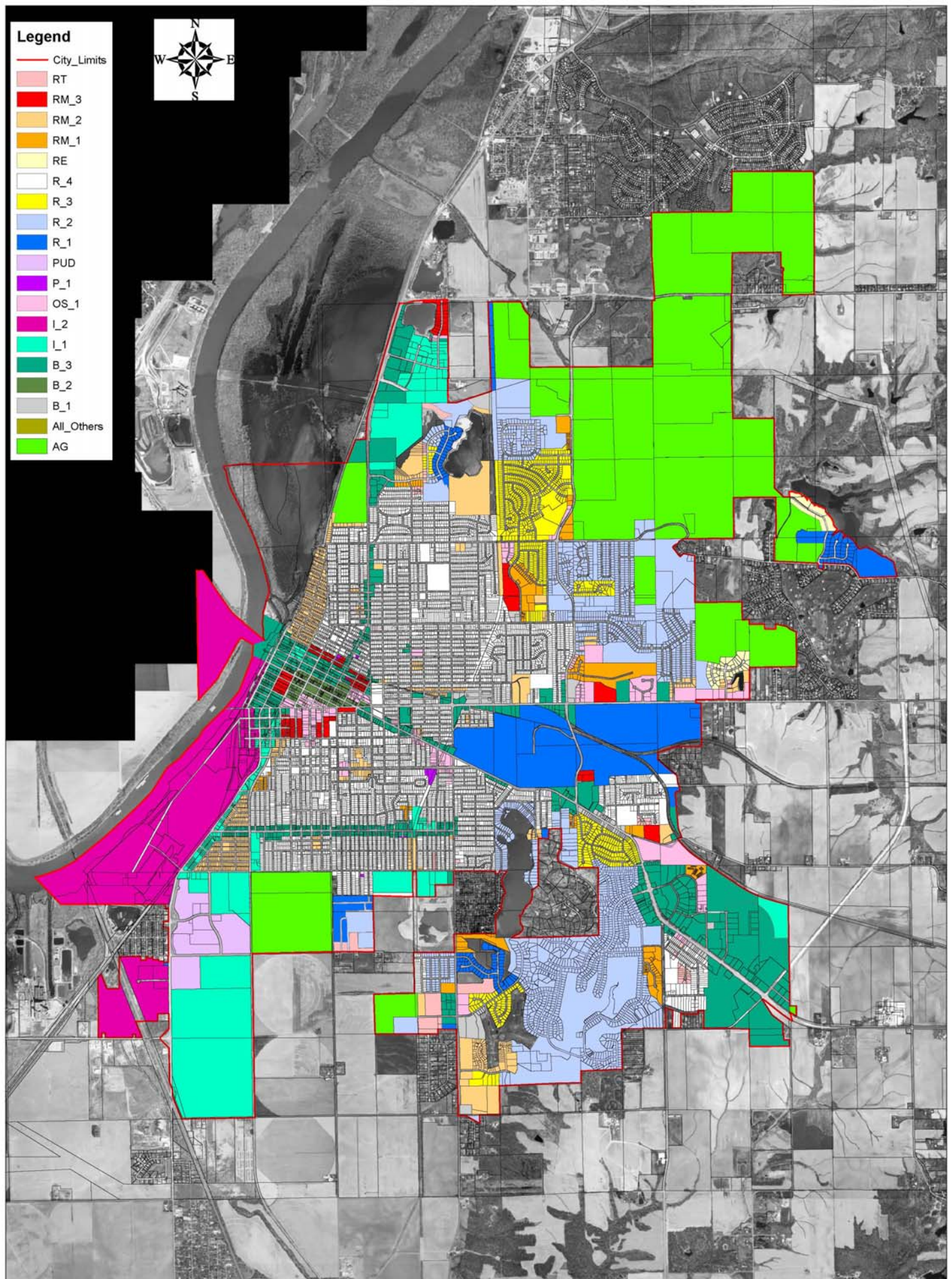
ZONING MAP OF THE CITY OF PEKIN

DECEMBER 31, 2005 REVISION

**PUBLICATION AUTHORIZED BY RESOLUTION NO.
ADOPTED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 13TH DAY OF MARCH 2006**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 13TH DAY OF MARCH 2006**

CITY ZONING



CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 13TH DAY OF MARCH 2006 ADOPTED RESOLUTION NO. 142-0506 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 13th DAY OF March, 2006.

(SEAL)



SUE E. MCMILLAN
CITY CLERK

*ATTENTION:
LEGAL NOTICE
DEPARTMENT
City of Pekin*

*111 S. Capitol Street
Pekin, Illinois 61554
(309) 477-2300
Fax: (309) 346-2095*

TRANSMISSION COVER SHEET

*Date: March 14, 2006
To: Pekin Daily Times
Phone: (309) 346-1111
Re: Publication of Legal Notice
Sender: Sue E. McMillan*

*YOU SHOULD RECEIVE 2 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO
NOT RECEIVE ALL THE PAGES, PLEASE CALL (309) 477-2300.*

Please publish the attached PUBLIC NOTICE of the publication of the revised zoning map of the City of Pekin in the *Pekin Daily Times* one time on the next available date.

Please call Sue McMillan (309) 478-5357 to confirm date of publication.

Thank you.

PUBLIC NOTICE

Public Notice is hereby given that on March 13, 2006 the City Council of the City of Pekin adopted Resolution No. 142-05/06 directing that the Zoning Map of the City of Pekin be published pursuant to 65 ILCS 5/11-13-19.

Said resolution has been published in Pamphlet form. The Zoning Map with all revisions as of December 31, 2005 is available for public inspection upon request in the Office of the City Clerk, 111 S. Capitol Street, Pekin, Illinois 61554.

RESOLUTION No. 143-05/06

PEKIN, ILLINOIS, March 13, 2006 19

RESOLUTION BY COMMISSIONER _____

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

the Mayor's re-appointment of Roy Bockler to the Liquor Commission
for a three year term until February 28, 2009 is hereby approved.

2226 Autumn

Pekin, Illinois

346-5808

SIGNED BY _____

MAYOR.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing on March 13, at 5:30 P.M. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of discussing the sale to WINPAK HEAT SEAL CORPORATION, a Delaware Corporation, of the following described real estate:

Part of Block 2 & Vacated Frontage Road

Part of Block 2 and part of Lot 1A of Block 2 of a Resubdivision of Riverway Business Park recorded as Document Number 9800686 and part of a Frontage Road Vacation recorded as Document Number 200000018266 all being a part of the West Half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian in Tazewell County, Illinois being further described as follows:

All of Block 2 and a part of the vacated Frontage Road south of Lot 3 except Lots 1, 2 and 3 of Block 2 being further described as follows:

Beginning at the southeast corner of Lot 1 of said Block 2, said point being on the east line of Block 2 the curved west right-of-way line of Riverway Drive said curve being to the right and having a radius of 1020.00 feet and its center located South 54 Degrees 18 Minutes 38 Seconds West from said point, thence southeasterly along the arc of said curved west right-of-way and east Block line a distance of 636.04 feet; thence South 0 Degrees 02 Minutes 18 Seconds West along said west right-of-way and east Block line a distance of 173.80 feet to a point on a curve to the right said curve having a radius of 15.00 feet and its center located North 89 Degrees 57 Minutes 42 Seconds West from said point; thence southwesterly along the arc of said curved west right-of-way line and east Block line a distance of 23.56 feet to a point on the north right-of-way line of Hanna Drive and the south line of Block 2; thence North 89 Degrees 59 Minutes 17 Seconds West along said north right-of-way and south Block line a distance of 1445.56 feet to a point on the west line of the vacated Frontage Road; thence North 0 Degrees 39 Minutes 44 Seconds East along said west line of vacated Frontage Road a distance of 50.00 feet to a point on a curve to the left said curve having a radius of 300.00 feet and its center located North 89 Degrees 20 Minutes 16 Seconds West from said point; thence northwesterly along the arc of said curved west line of the vacated Frontage Road a distance of 151.61 feet to a point on a reverse curve to the right said curve having a radius of 300.00 feet and its center located North 61 Degrees 42 Minutes 26 Seconds East from said point; thence northwesterly along the arc of said curved west line of the vacated Frontage Road a distance of 151.61 feet; thence North 0 Degrees 39 Minutes 44 Seconds East along said west line of the vacated Frontage Road a distance of 246.48 feet to a point on a curve to the right said curve having a radius of 300.00 feet and its center located South 89 Degrees 20 Minutes 16 Seconds East from said point; thence northeasterly along the arc of said curved west line of the vacated Frontage Road a distance of 102.17 feet to a point at the southwest corner of Lot 3 of Block 2; thence South 89 Degrees 58 Minutes 33 Seconds East along the south line of said Lot 3 a distance of 638.48 feet to a point at the southeast corner of Lot 3; thence North 0 Degrees 01 Minutes 27 Seconds East along the east line of said Lot 3 a distance of 108.27 feet to a point at the southwest corner of Lot 1 of Block 2; thence South 89 Degrees 01 Minutes 42 Seconds East along said south line of Lot 1 a distance of 680.51 feet to the Point Of Beginning, Containing 25.02 acres, more or less.

Commonly known as 201 Hanna Drive

Copies of proposals to sell or accept an option to purchase said real estate will be submitted and will be on file in the Office of the City Clerk. The City reserves the right to accept said proposals or to modify said proposals.

All persons having an interest therein may appear to be heard or may file comments concerning the proposed sale or option to purchase this property in the Office of the City Clerk.

DATED at Pekin, Illinois, February 24, 2006

SUE E. MCMILLAN
CITY CLERK

TO: PEKIN DAILY TIMES

Please publish one time only, February 24, 2006, and forward statement and certificate of publication to Sue E. McMillan, City Clerk, 111 S. Capitol, Pekin, Illinois 61554.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on Monday, March 13, 2006, at 5:30 o'clock P.M., the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 South Capitol Street, Pekin, Illinois, will contemplate the adoption of an ordinance authorizing the vacation of that part of an alley located adjacent to an east-west public alley which extends from 12th Street to 13th Street and in addition, this location is north of Court Street and south of Oak Ridge Avenue being legally described as follows:

The property is legally described as the West 10 feet of even width of the Alley R.O.W. adjacent to the East Line of Lot 13 in said East Addition from the North line of said Lot 13 to the Southerly line of said East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the North 30 feet of Lot 10 in East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the South 30 feet of Lot 10 and the North 5 feet of Lot 11 in East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the South 34 feet of the North 39 feet of Lot 11 in East Addition; and the East 10 feet of even width of said Alley R.O.W. adjacent to the South 21 feet of Lot 11 in said East Addition; all being in the City of Pekin, Tazewell County, Illinois.

All interested parties are invited to attend the Council meeting and any interested persons will be given an opportunity to be heard.

By Order of the Corporate Authorities of the City of the Pekin, Illinois.

Sue E. McMillan
City Clerk

\$5,500,000
TEFRA HEARING FOR THE BOND ISSUANCE BY
THE CITY OF PEKIN,
TAZEWELL COUNTY, ILLINOIS
MORTGAGE REVENUE BONDS
(GNMA COLLATERALIZED -- UAW SENIOR CITIZENS' CENTER, INC. PROJECT),
SERIES 2006

Notice is hereby given that on March 13, 2006 at 5:30 p.m. at the City Hall located at 111 South Capitol Street, Pekin, Illinois 61554, the City of Pekin, Tazewell County, Illinois, a home rule unit of government duly organized and validly existing under the constitution and the laws of the State of Illinois (the "City") will hold a public hearing (the "Public Hearing") regarding the proposed issuance of the City of Pekin, Tazewell County, Illinois Mortgage Revenue Bonds, Series 2006 (GNMA Collateralized -- UAW Senior Citizens' Center, Inc. Project) (the "Bonds") in a principal amount not to exceed \$5,500,000. The Public Hearing will be conducted by the Mayor or other person designated by the Mayor of the City.

The Bonds are being issued by the City pursuant to a trust indenture (the "Indenture") dated as of March 1, 2006, by and between the City and the Trustee (as such term is defined in the Indenture) for the purpose of providing all or a portion of funds to be used for refunding the outstanding amount of the City's Multifamily Housing Refunding Revenue Bonds, Series 1992A (FHA-Insured Mortgage Loan -- Section 8 Assisted Project) (the "Prior Bonds") previously issued by the City and thereby make a mortgage loan (the "Mortgage Loan") insured by the Federal Housing Administration ("FHA") to United Auto Workers Senior Citizens' Center, Inc., an Illinois not-for-profit corporation (the "Owner") to refinance the acquisition and construction of a 215-unit multifamily rental apartment project (the "Project") located at 444 Parkway Drive, Pekin, Illinois 61554.

The Bonds will be issued by the City pursuant to its home rule powers and an ordinance adopted by the City. The Bonds will not be a general obligation of the City, the State of Illinois or any political subdivision thereof, but will be a special, limited obligation of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and income derived from the repayment of the loan by the Owner (except to the extent payable from Bond proceeds and the income from the temporary investment thereof).

The Bonds will not constitute an indebtedness or an obligation of the City, the State of Illinois or any political subdivision thereof within the purview of any constitutional or statutory provision. No holder of the Bonds will have the right to compel any exercise of the taxing power, if any, of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on, the Bonds.

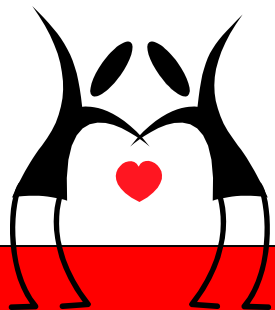
The above-noticed Public Hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended. Written comments may also be submitted to the City Manager of the City at its office located at 111 South Capitol Street, Pekin, Illinois 61554 until March 12, 2006.

In accordance with the Americans with Disabilities Act ("ADA"), if any person with a disability as defined by the ADA needs special accommodations to participate in the public hearing, then not later than March 12, 2006, he or she should contact Dennis Kief at the City at 309-477-2300.

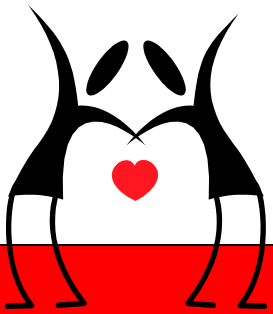
Notice dated February 24, 2006.

/s/ Mayor Frank Mackaman
City Mayor of the City of Pekin, Tazewell County,
Illinois

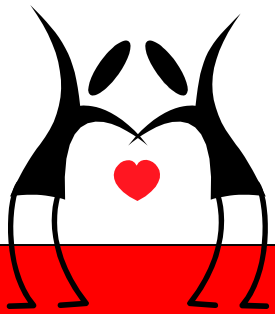
Who is homeless?



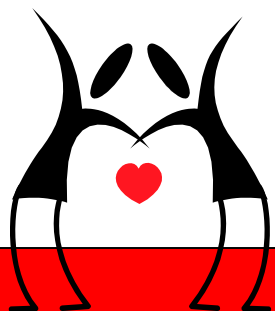
Heart of Illinois Homeless Continuum of Care



Heart of Illinois Homeless Continuum of Care

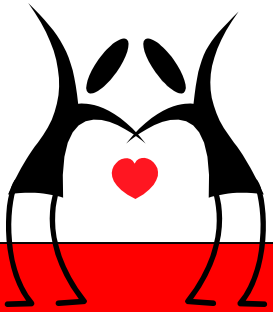


Heart of Illinois Homeless Continuum of Care

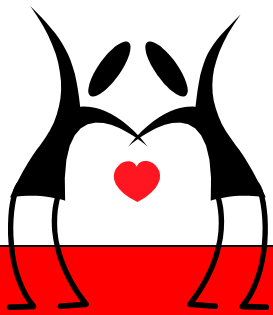
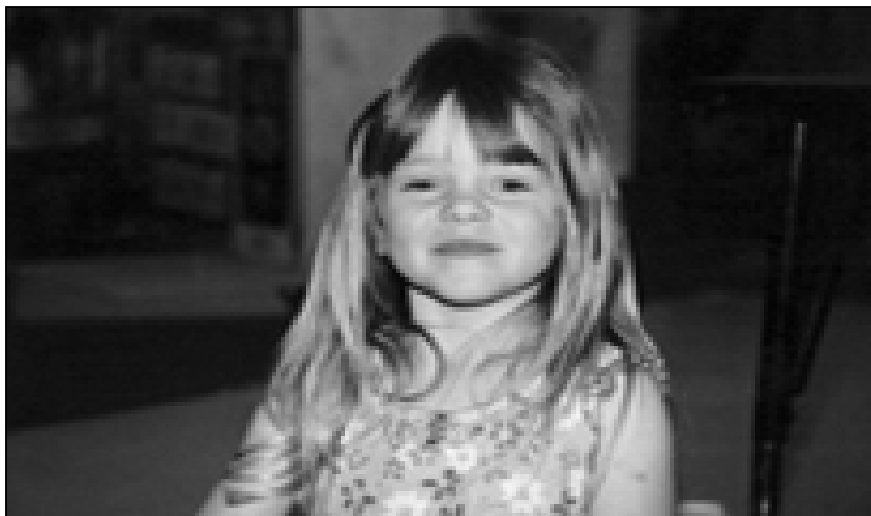


Heart of Illinois Homeless Continuum of Care

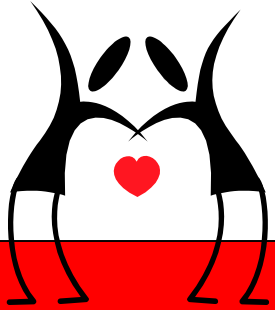
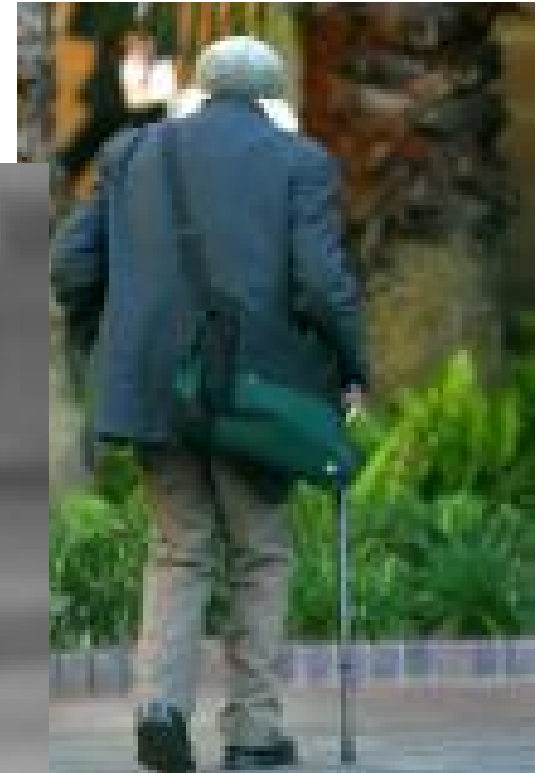
But the reality is...



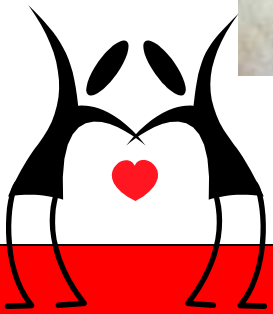
Heart of Illinois Homeless Continuum of Care



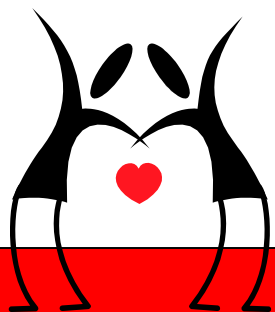
Heart of Illinois Homeless Continuum of Care



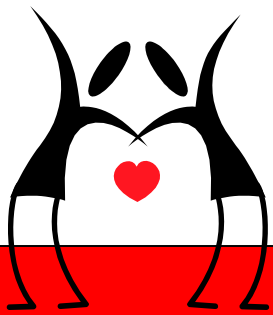
Heart of Illinois Homeless Continuum of Care



Heart of Illinois Homeless Continuum of Care



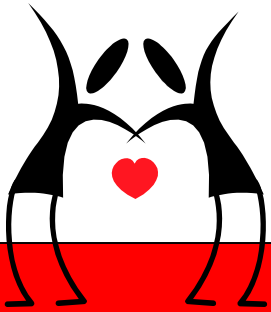
Heart of Illinois Homeless Continuum of Care



Heart of Illinois Homeless Continuum of Care

What We Know About Homelessness

- ✓ Families are the *fastest growing* segment of the homeless population
- ✓ 30% of homeless persons are homeless with their families—one-third are children
- ✓ At least 20% of homeless children do not attend school

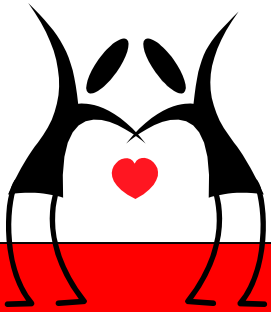


- ✓ 41% of homeless are single men

Heart of Illinois Homeless Continuum of Care

What We Know About Homelessness

- ✓ *Over half of the homeless people in Illinois live outside of Chicago*
- ✓ *One third of homeless persons experience a mental illness*
- ✓ *Less than one-third are addicted to drugs or alcohol*

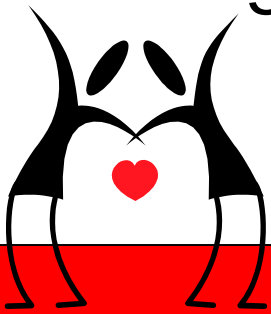


Heart of Illinois Homeless Continuum of Care

In the Heart of Illinois...

Street Sweep – January 2005

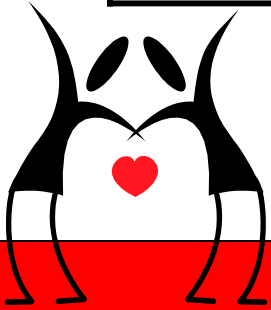
109	Tazewell County
0	Fulton County
438	Peoria County
<u>10</u>	<u>Woodford County</u>
556	TOTAL



Heart of Illinois Homeless Continuum of Care

In the Heart of Illinois...

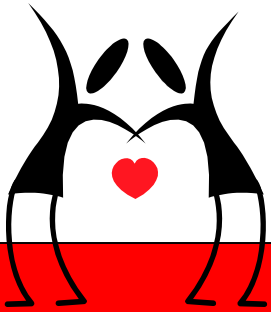
Housing/ Shelter	Capacity- # of Beds	Beds in Use	Homeless Needing PH
Unsheltered	---	---	123
Emergency Shelter	410	278	278
Transitional Housing	184	155	155
Permanent Housing	175	175	---
Total: 4-counties			556



Heart of Illinois Homeless Continuum of Care

In the Heart of Illinois...

Only 20% of homeless survey respondents were from outside of the 4-county area.

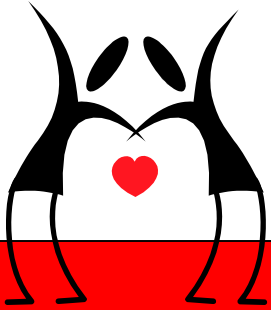


Heart of Illinois Homeless Continuum of Care

What Is The Heart of Illinois Homeless Continuum of Care?

- HUD's Definition:

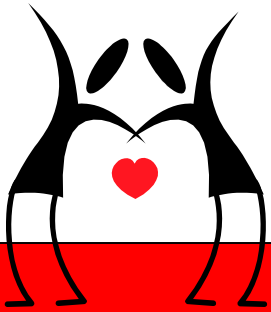
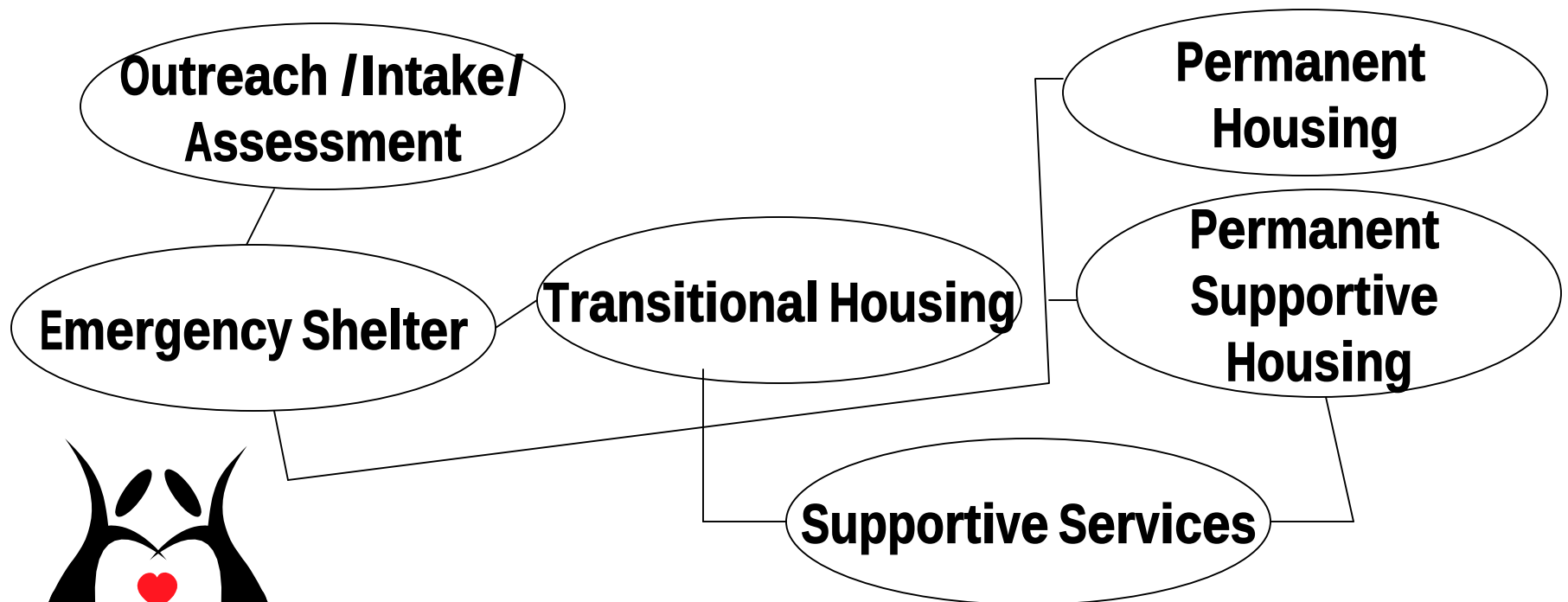
A continuum of care is a community-wide effort to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency.



Heart of Illinois Homeless Continuum of Care

What Does It Do?

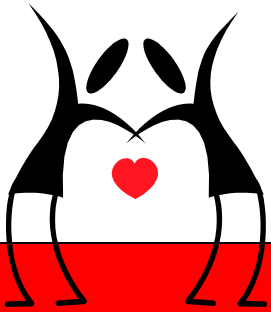
Continuum members work together to provide Seamless Delivery of Assistance to Homeless Persons



Heart of Illinois Homeless Continuum of Care

10 Year Plan to End Chronic Homelessness

- ✓Mandated by Congress for all recipients of HUD funding
- ✓Directly affects \$1 million annually received by Continuum which is passed on to not-for-profit agencies who provide housing and services to homeless persons living in the Heart of Illinois

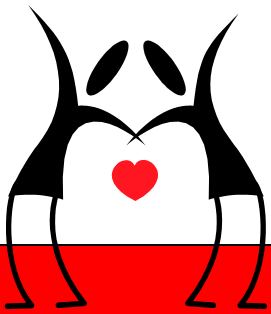


Heart of Illinois Homeless Continuum of Care

10 Year Plan to End Chronic Homelessness

Definition of Chronic Homelessness:

- ✓ A homeless individual with a disabling condition
- ✓ continuously homeless for a year or more OR
- ✓ at least 4 episodes of homelessness in past 3 years

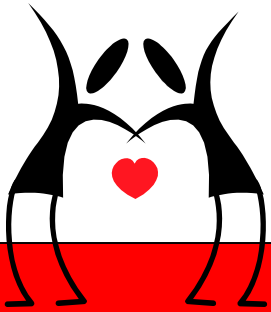


Heart of Illinois Homeless Continuum of Care

10 Year Plan to End Chronic Homelessness

Five Focus Areas for Success

- ✓Housing
- ✓Coordination
- ✓Public Awareness
- ✓Prevention
- ✓Evaluation

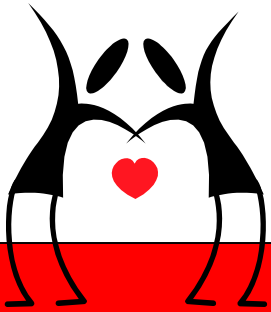


Heart of Illinois Homeless Continuum of Care

10 Year Plan to End Chronic Homelessness

Housing

Increase the number of decent, safe, affordable housing units in the Continuum's four-county area.

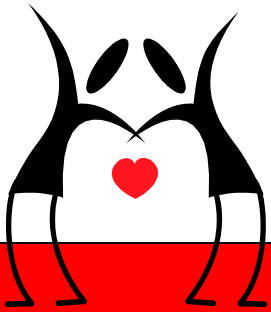


Heart of Illinois Homeless Continuum of Care

10 Year Plan to End Chronic Homelessness

Coordination

Improve collaboration and information sharing of support service providers, develop a “one stop” information number for services and increase the use of the Continuum’s website.

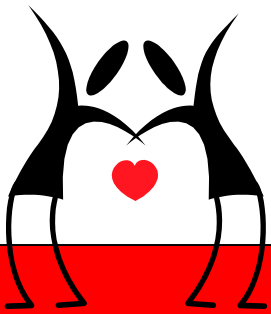


Heart of Illinois Homeless Continuum of Care

10 Year Plan to End Chronic Homelessness

Public Awareness

Enhance media relations and the education of local businesses, civic organizations and faith-based organizations on the homeless challenge in the Continuum's four-county area.

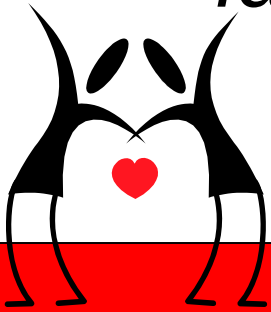


Heart of Illinois Homeless Continuum of Care

10 Year Plan to End Chronic Homelessness

Prevention

Focus on the system changes needed to prevent homelessness from initially occurring. Address systematic strategies that seek to prevent homelessness of persons being discharged from institutions, facilities and Department of Corrections facilities.

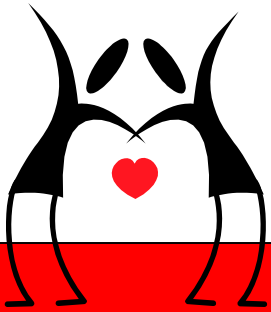


Heart of Illinois Homeless Continuum of Care

10 Year Plan to End Chronic Homelessness

Evaluation:

We must develop a process and tool to assess progress made towards meeting and achieving the goals detailed in this plan.



Heart of Illinois Homeless Continuum of Care

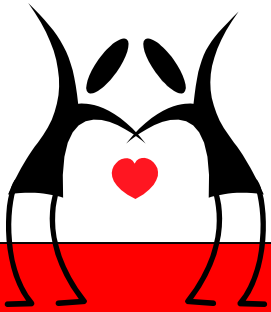
What Can You Do?

Review the Plan.

Provide comments to better serve
this area.

Endorse it.

Identify your Role.

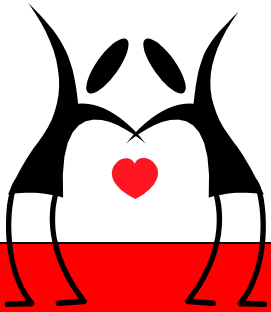


Heart of Illinois Homeless Continuum of Care

Why Should You Participate?

The National Coalition for the Homeless states that two trends largely responsible for the rise in homelessness over the last 20-25 years:

- A growing shortage of affordable decent rental housing
- Increase in poverty

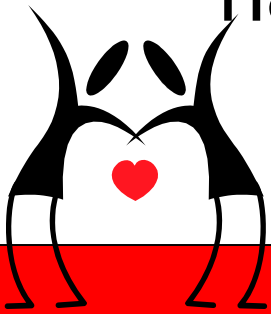


Heart of Illinois Homeless Continuum of Care

Why Should You Help?

21% of homeowners in Illinois have a housing affordability problem because they spend more than 30% of their income on housing.

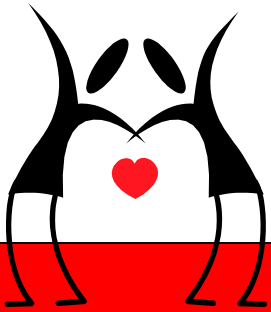
35% of renter households in Illinois have a housing affordability problem.



Heart of Illinois Homeless Continuum of Care

Why Should You Help?

**8.3% of Illinois residents have been
homeless at some point.**

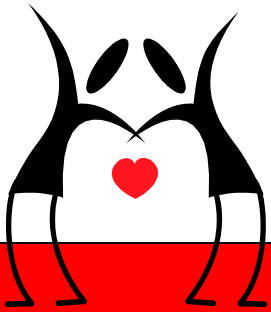


Heart of Illinois Homeless Continuum of Care

Why Should You Help?

Families with children are among the fastest growing segment of the homeless population.

Most children living with homeless parents are very young (42% are under the age of 6 years).

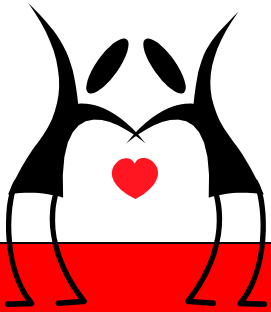


Heart of Illinois Homeless Continuum of Care

Why Should You Help?

*Because those that are homeless
have names and are people... they
deserve to be treated with dignity
and respect.*

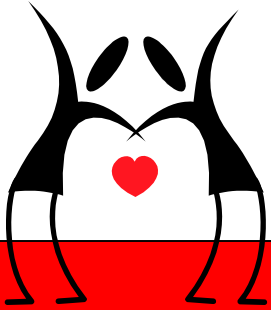
***They have hope and need your
help.***



Heart of Illinois Homeless Continuum of Care

**For more information about the
Heart of Illinois Homeless Continuum of
Care (Continuum), please visit our
website at www.hoihcoc.org**

Thank you!



Heart of Illinois Homeless Continuum of Care

ORDINANCE NO. 2462

AN ORDINANCE VACATING A MUNICIPALLY OWNED
ALLEY WITHIN THE CITY OF PEKIN, ILLINOIS

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

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

The property is legally described as the West 10 feet of even width of the Alley R.O.W. adjacent to the East Line of Lot 13 in said East Addition from the North line of said Lot 13 to the Southerly line of said East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the North 30 feet of Lot 10 in East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the South 30 feet of Lot 10 and the North 5 feet of Lot 11 in East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the South 34 feet of the North 39 feet of Lot 11 in East Addition; and the East 10 feet of even width of said Alley R.O.W. adjacent to the South 21 feet of Lot 11 in said East Addition; all being in the City of Pekin, Tazewell County, Illinois.

Part of PIN # 04-10-02-209-014

AND WHEREAS, the City Council of the City of Pekin has determined that the said alley sought to be vacated is not needed for public use or for any other purpose whatsoever, and that the public interest will be subserved by vacating said alley; and

WHEREAS, after due notice was given on vacating said alley and was advertised in the Pekin Daily Times, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on February 24, 2006; and

WHEREAS, no person objected to the vacation of said alley; and

WHEREAS, after said public hearing on March 13, 2006, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin vacate the alley; and

WHEREAS, the City Council of the City of Pekin, Illinois, has determined that no property will be damaged if said alley is vacated subject to the right of the use of said alley for existing public utilities, if any

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

SECTION I. That the public interest will be subserved by vacating the alley, in the City of Pekin, Tazewell County, Illinois, being legally described as follows:

The property is legally described as the West 10 feet of even width of the Alley R.O.W. adjacent to the East Line of Lot 13 in said East Addition from the North line of said Lot 13 to the Southerly line of said East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the North 30 feet of Lot 10 in East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the South 30 feet of Lot 10 and the North 5 feet of Lot 11 in East Addition; the East 10 feet of even width of said Alley R.O.W. adjacent to the South 34 feet of the North 39 feet of Lot 11 in East Addition; and the East 10 feet of even width of said Alley R.O.W. adjacent to the South 21 feet of Lot 11 in said East Addition; all being in the City of Pekin, Tazewell County, Illinois.

PIN # 04-10-02-209-014

and is hereby approved by the City of Pekin.

SECTION II. BE IT FURTHER ORDAINED that said vacation is hereby made subject to the right to the use of said alley for existing public utilities, if any.

SECTION III. That upon adoption of this Ordinance, the Clerk of the City of Pekin, Illinois, is hereby directed to certify and record a true and correct copy of this Ordinance and plat with the Recorder of Deeds of Tazewell County, Illinois; said plat being attached hereto, marked for identification as Exhibit "A" and specifically made a part hereof by reference thereto.

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2006.

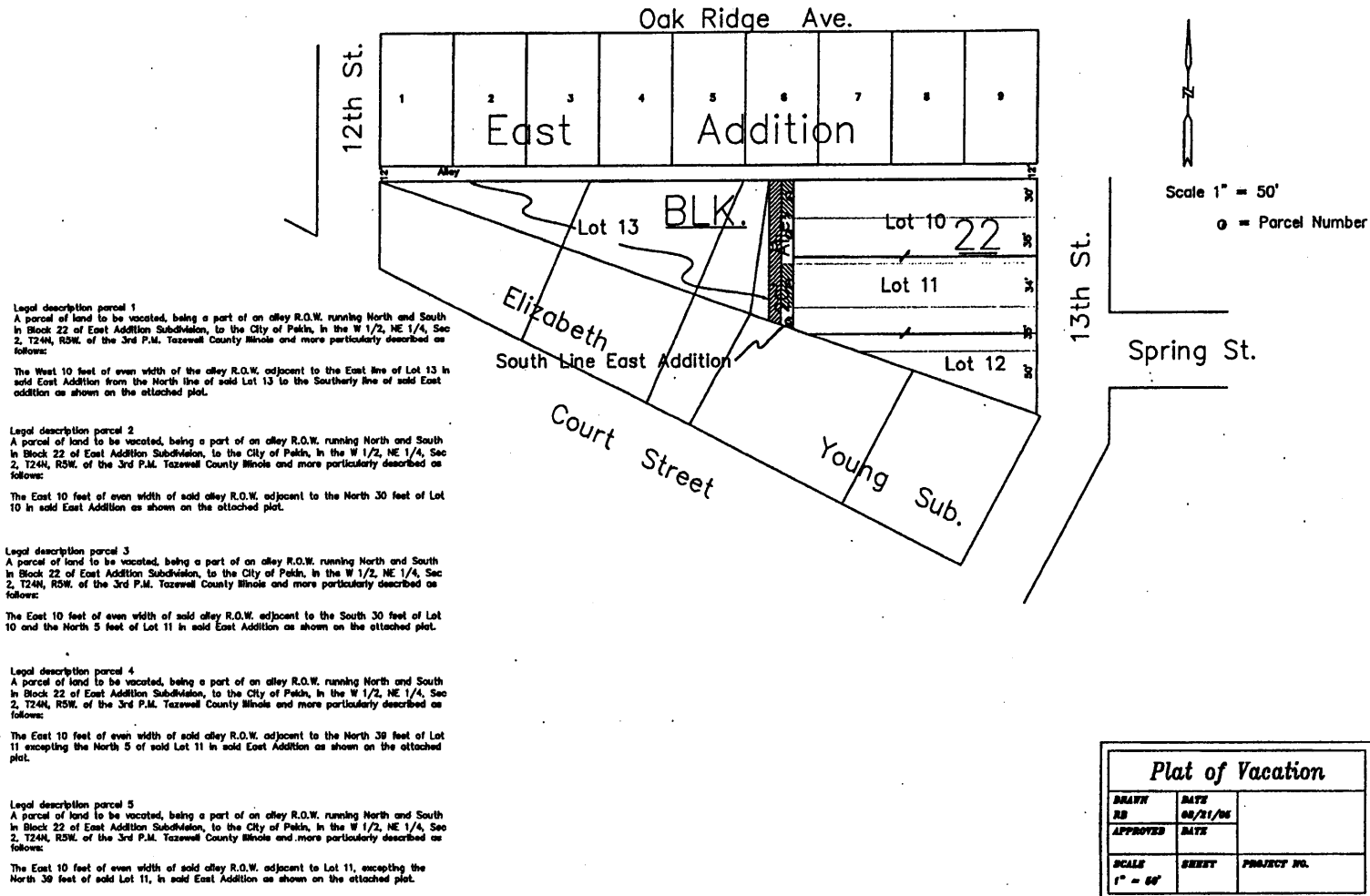
APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

Plat of Vacation of
The alley adjacent to lots 10, 11 and 13 in Block 22 in
East Addition to the City of Pekin, Tazewell County Illinois



CITY OF PEKIN

MEMO

To: HUD Representation, City Manager; Mayor and Council; Pekin Housing Authority Director & Citizens of the City of Pekin

CC: City Clerk & Finance Director

From: Assistant Director of Planning & Development

Re: Amendment to the CDBG 2005 Fiscal Year funding allocation

In the CDBG 2005 – 2009 Consolidated Plan and the 2005 Action Plan, the allocation of fifteen thousand dollars (\$15,000) was made to a Life Skills Case Manager. This allocation was to be matching dollars for the Pekin Housing Authority's application for the 2005 Super NOFA application.

No new projects were funded in this last award for the Heart of Illinois Homeless Continuum of Care 2005 Super NOFA allocation. Therefore, the CDBG allocation is being amended to reallocate the fifteen thousand dollars (\$15,000.00) to the Owner Occupied Homeowner Rehabilitation program.

This amendment will be included within the 2006 Action Plan. Therefore, this amendment will have the same public comment period of February 1st – March 8th, 2006; public hearing on March 9th, 2006 and March 13th, 2006; and Council recommended approval at the regularly scheduled Council meeting on March 13th, 2006.



**City of Pekin
Office Of The
City Manager**

Memo

To: City Council

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

309 – 477 – 2300 (Phone) 309 – 346 – 2095 (Fax)

dkief@ci.pekin.il.us

CC: Pam Anderson and Sue McMillan

Date: March 6, 2006

Re: Impact of HUD's CDBG Cuts to the City of Pekin

There are 2 items on the March 13th City Council meeting with respect to the City's CDBG Program. Inasmuch as I will not be at the March 13th meeting, I wanted to get you my comments in advance of that meeting. First of all, this Memo is not intended to detract from Pam Anderson's presentation on the 13th. Pam does as a great job administering our CDBG program and will do an excellent job explaining the program that night. However, my comments deal with the fact that we (as well as other HUD Entitlement Communities) are continually seeing our CDBG funding being cut. This is yet the latest cut that we have received from either the Federal or State Government. Not that they aren't all important, but this one impacts the people that have the least, the Low-Moderate Income families. With Federal and State funding being cut constantly, this forces more onto the local governments.

Selfishly this hurts our proposed FY2007 budget as we take yet another hit. While costs of Insurance, energy, etc. increase dramatically, this year's HUD allocation will be decreased by nearly 10%. Since 2002 our CDBG funds have been cut by over 20%. Below is a chronology of the CDBG funds that the City has received for each year that we have been a HUD Entitlement Community.



City of Pekin

January 23, 2006

TO: MAYOR & COUNCIL
FROM: PAMELA ANDERSON
SUBJECT: CDBG 2006 ACTION PLAN (FY May 1, 2006 to April 30, 2007)

I have attached for your information and consideration, the City's draft application for the 2006 Action Plan. The draft application describes the activities that will be funded with CDBG funds for one year.

The draft application will be available for public review and comment in the Planning & Development Department for 30 days, beginning February 1, 2005 to March 8, 2006. The draft application will also be available at the Pekin Public Library and the Pekin Housing Authority. Two public hearings will be held: March 9, 2006 at 5:30pm in the Council Chambers and March 13th at the regularly scheduled Council meeting. The draft application will be on the March 13th Council meeting agenda for your consideration for approval. The final application (draft application with citizen comments and final signatures) will then be sent to HUD on March 15th.

The City of Pekin was notified in January 2006 that the grant awarded for the upcoming fiscal year is \$40,868.97 less that grant dollars received this current fiscal year (9.57 % reduction). I met with the City Manager to review the re-allocation of CDBG dollars. With his approval, the changes were sent to the Finance Department and incorporated into the City of Pekin 2007 Fiscal Year budget.

A lot of work and collaboration has gone into the compilation of the draft plan. If you have any questions or need additional information, please contact me.

Respectfully Submitted,

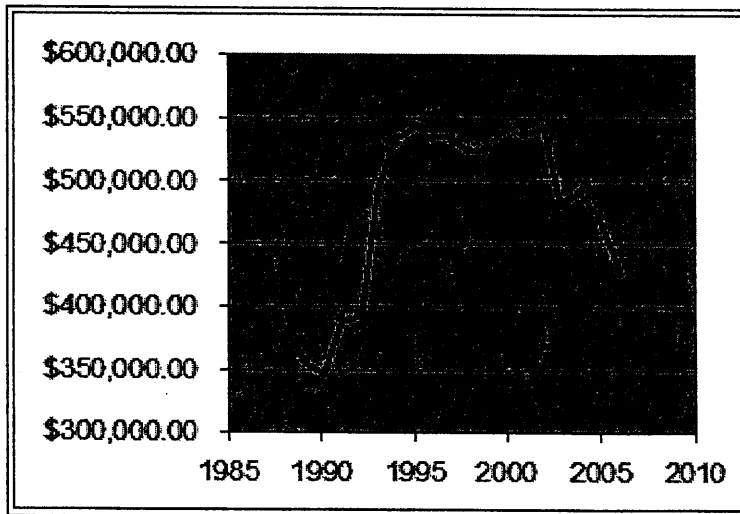
Pamela Anderson
Community Development Coordinator

Cc: Denny Kief, City Manager; Sue E. McMillan, City Clerk; Patrick E. Oberle, Corporation Counsel; Bob Reis, Finance Director

City of Pekin * Development & Planning Department
111 S. Capitol St. * Pekin, IL * 61554
phone: (309) 477-2300 * fax: (309) 346-2095
e-mail: panderson@ci.pekin.il.us

HUD Fiscal Year	Grant dollars
1989	\$357,000.00
1990	\$347,000.00
1991	\$391,000.00
1992	\$395,000.00
1993	\$489,000.00
1994	\$531,000.00
1995	\$544,000.00
1996	\$535,000.00
1997	\$534,000.00
1998	\$524,000.00
1999	\$527,000.00
2000	\$545,000.00
2001	\$539,000.00
2002	\$542,000.00
2003	\$481,000.00
2004	\$492,000.00
2005	\$472,290.00
2006	\$427,053.00

Below is a visual depiction of the cuts. We will continue to try to do "more with less", but these kinds of cuts really hurt the City's operations of programs that we offer our citizens. Contact Pam Anderson should you have any specific questions on the City's CDBG program.

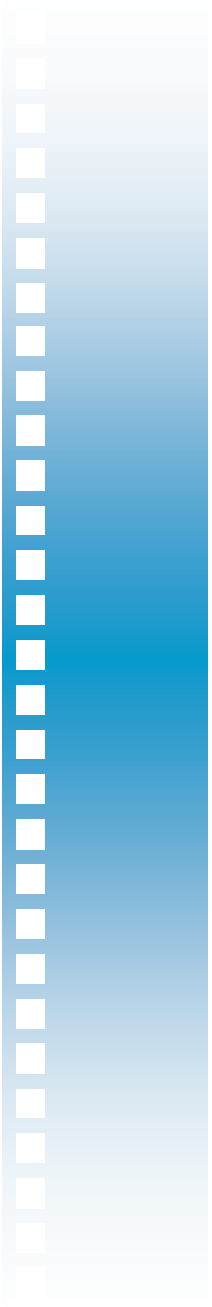




City of Pekin
Community Development Block
Grant (CDBG) Program
2006 Action Plan

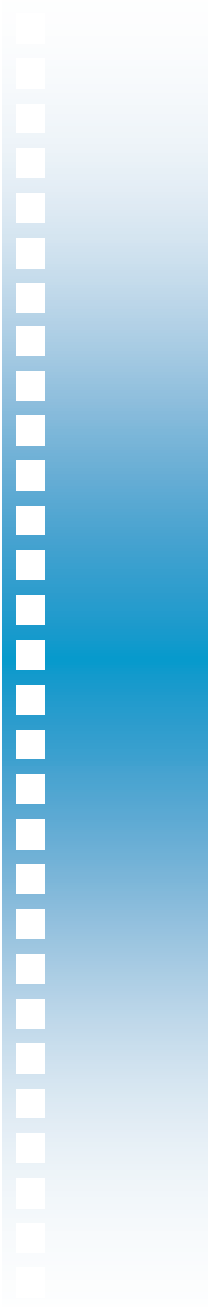
ANNUAL CDBG ALLOCATIONS FROM HUD

\$357,000	1989	
\$545,000	2000	(65% increase)
\$542,000	2002	(1% decrease)
\$492,000	2004	(9% decrease)
\$472,290	2005	(5% decrease)
\$427,053	2006	(10% decrease)



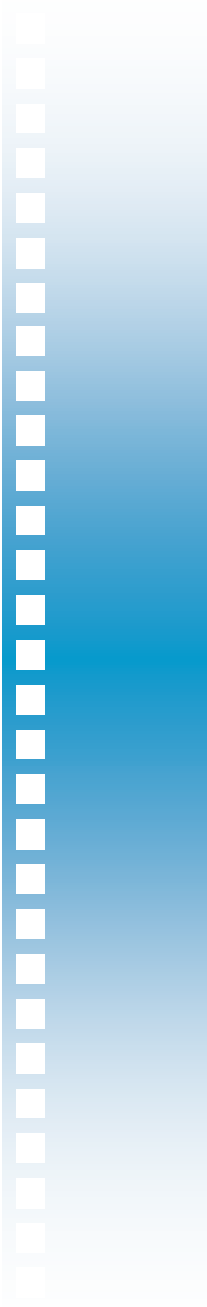
General Information

- The Community Development Block Grant (CDBG) is provided from the U.S. Department of Housing and Urban Development (HUD).



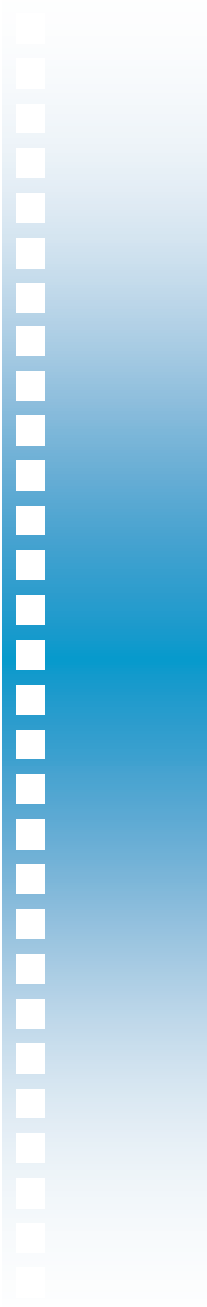
2006 Action Plan

- An Action plan describes the proposed activities and dollar allocations to be undertaken with respect to HUD/CDBG programs for the upcoming fiscal year – May 2006 to April 2007.



General Information

- Target area: Census block groups where at least 51% of the households have incomes at or below 80% of area median income, as defined by HUD.
- Investments may be made on a city-wide basis to address the needs of low to moderate income residents throughout the municipality.

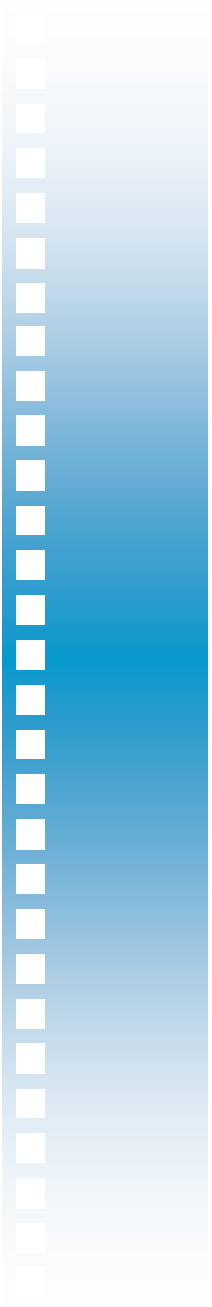


City of Pekin 2006 HUD Fiscal Year

- It is estimated that the City of Pekin will receive \$427,053 in CDBG dollars and \$70,900 in program income for the upcoming fiscal year (2006). Totaling a \$497,953 budget.

2005 vs. 2006 Fiscal Years

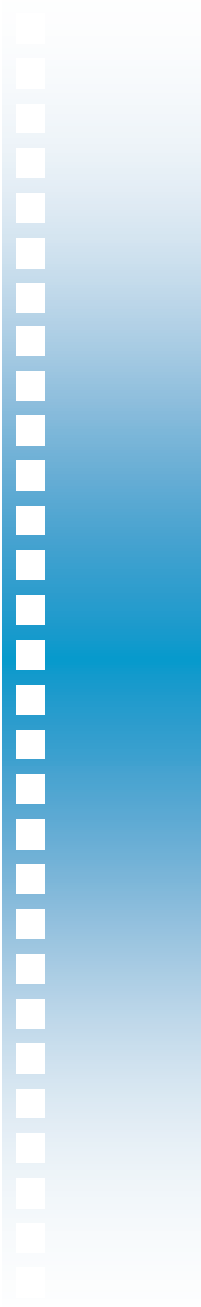
- HUD fiscal years 2005 to 2006 – 10% cut in CDBG dollars and a 40% reduction in estimated Program Income.
- Allocated dollars readjusted as a result of cuts based on priorities of 5 year consolidated plan.



City of Pekin

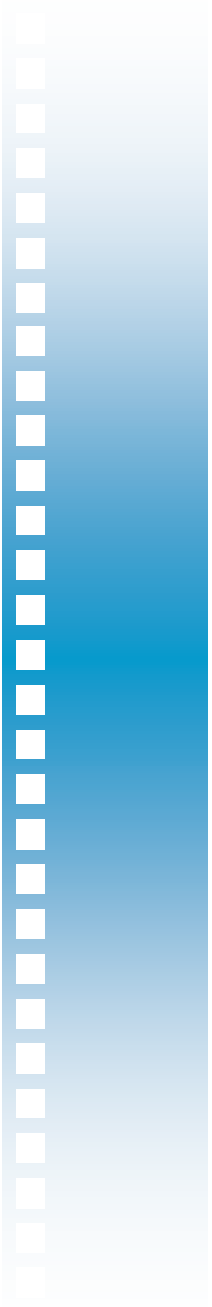
General Information

- 2000 Census total population – 33,857
- 2000 Census low to moderate income population – 13,410 (39%)



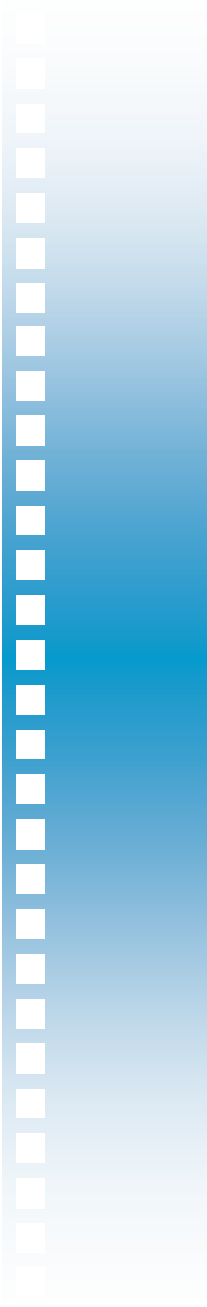
City of Pekin Housing

- Total housing units in Pekin – 14,038
- Occupied housing units – 13,380
- Vacant housing units – 658 (4%)
- Housing units in low to mod areas – 6,462 (46%)



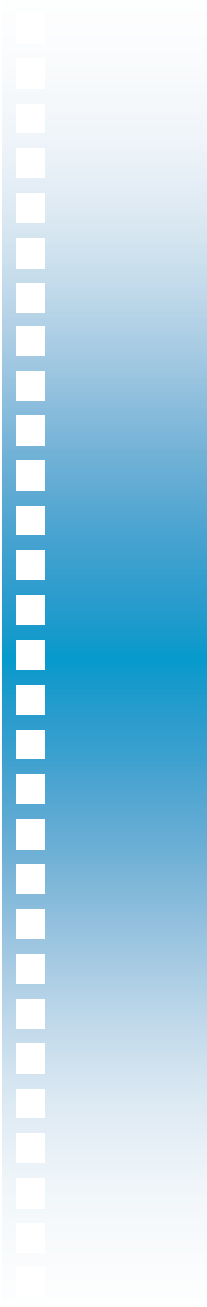
City of Pekin Housing

- 34% of households in Pekin are experiencing some type of housing problem
- 35% of all households in Pekin have a cost burden.
- 16% of all households in Pekin have a severe cost burden.



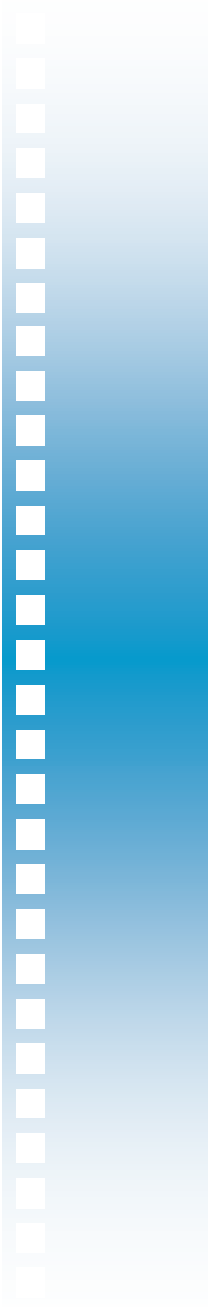
City of Pekin Housing

- Unable to afford to maintain their property
- Unable to sell the property in order to move to a unit in better condition
- Much of the existing single-family rental property is also in a deteriorated condition within the City of Pekin



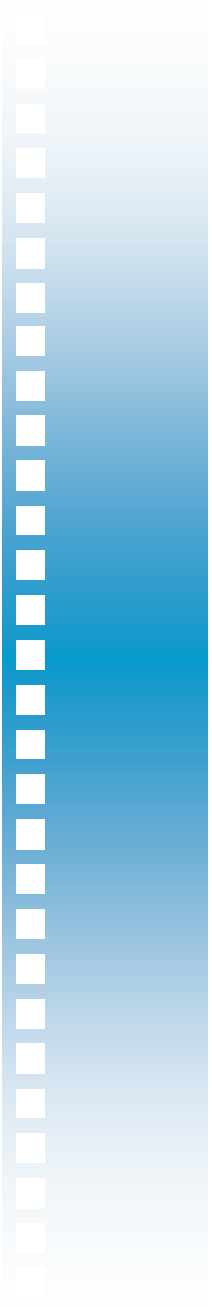
City of Pekin Housing

- A priority need in Pekin is to maintain the existing housing stock and adapt existing housing stock.
- CDBG funds will be directed towards the owner occupied rehabilitation programs & code enforcement.



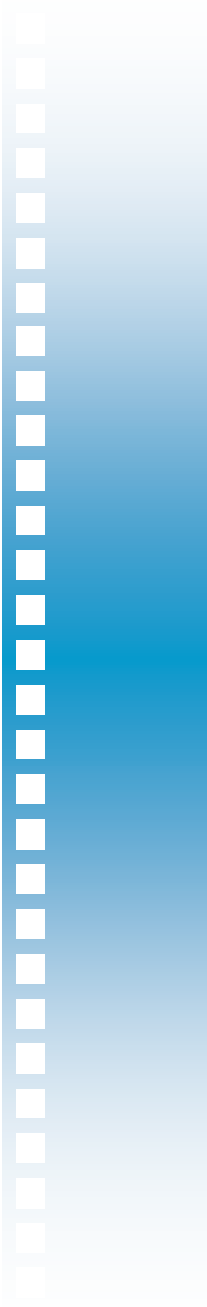
City of Pekin Housing Allocation

- \$105,000 Rehabilitation program
 - \$ 30,000 Code Enforcement
 - \$ 60,000 HOME/IHDA program
 - \$ 67,708 Rehab Program Delivery
- \$262,708 (53% of CDBG budget)



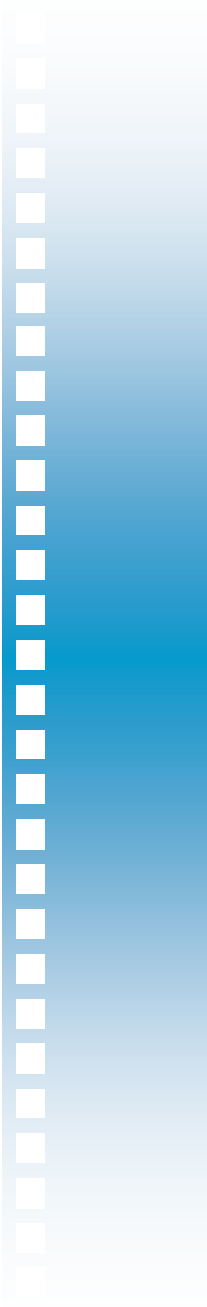
City of Pekin Housing

- The City of Pekin will continue to apply to Illinois Housing Development Authority (IHDA) for HOME dollars to assist in the rehabilitation of owner occupied homes.



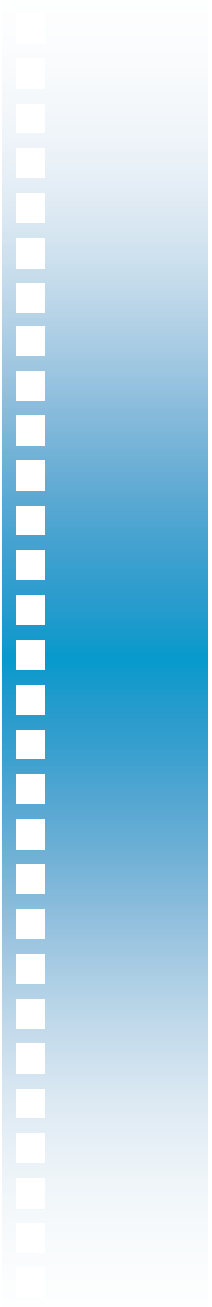
Pekin Housing Authority Public Housing

- Number of public housing units in the jurisdiction: 196
- Physical condition of such units: Very Good.
- Number of families on public housing waiting list: 405 as of March 6, 2006.



Pekin Housing Authority Public Housing

- The PHA provides a well-trained staff to manage the Housing Authority.
- 24-hour emergency repair service is available to the residents.
- A Resident Services Coordinator is on staff to assist with individual needs of the residents.



City of Pekin Administration

- Planning & Administrative services that are necessary for the administration of CDBG programs.
- \$76,689 Administration

City of Pekin Administration

\$ 5,000 Pekin Coalition for Equality

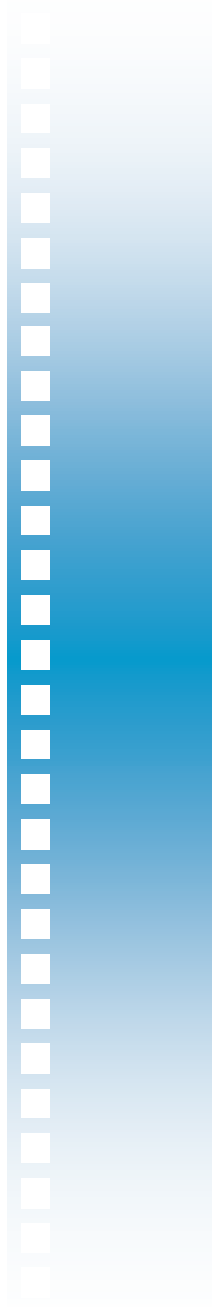
\$66,748 Staff wages/benefits

\$ 12,941 Other (training, mileage,
postage, etc)

\$84,689 total CDBG Admin expenses

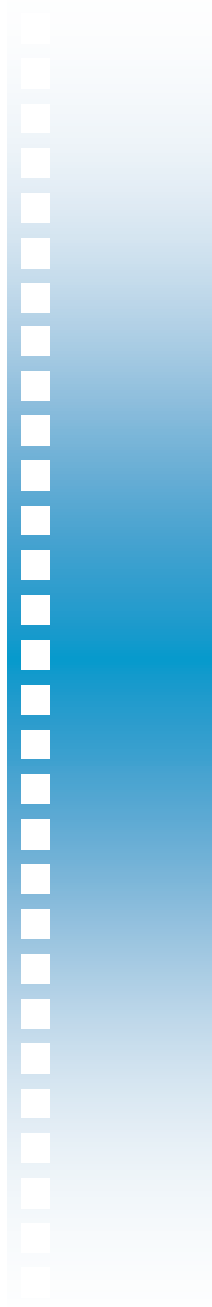
- (8,000) HOME / IHDA

\$76,689 Administration



City of Pekin Administration (Homeless issues)

- Continued active participation in the Heart of Illinois Homeless Continuum of Care (HIHCoC)
- Continued active participation in the Tazewell/Woodford County Service Providers



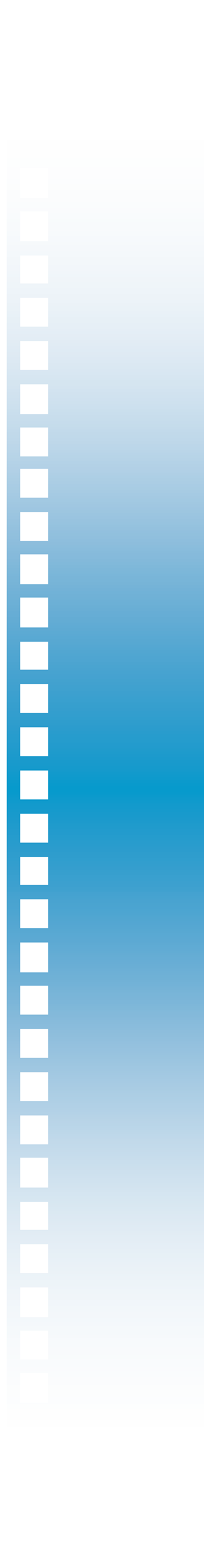
City of Pekin

Community Development

\$100,000 Street Maintenance

\$ 18,244 Emergency Siren (1 every
other year)

\$118,244 Public Facility dollars



City of Pekin Community Development

\$40,000 United Way - Public Services
dollars

City of Pekin

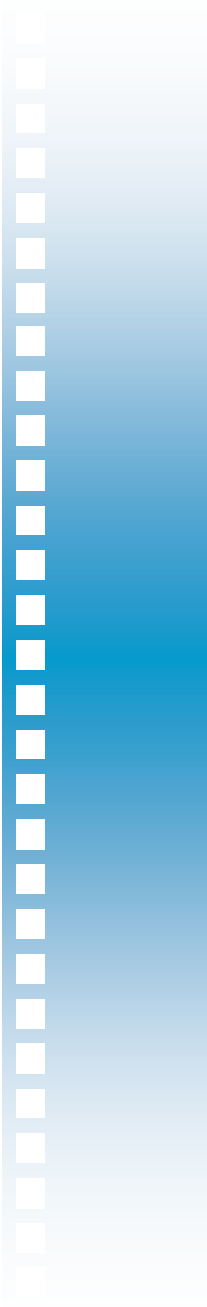
\$ 262,708	Housing (53%)
\$ 118,244	Public Facilities (24%)
\$ 76,689	Administration (15%)
\$ <u>40,000</u>	Public Services (8%)
\$ 497,641	Total CDBG Expense Budget

City of Pekin

\$497,953 Income

\$497,641 Expenses

\$ 312 Difference



City of Pekin

Urgent need/Relocation

- CDBG regulations allow funds to be used to address issues related to a physical disaster.
- The City of Pekin's housing rehabilitation is performed without having to displace unit occupants.

DRAFT

**CITY OF PEKIN
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**

2006 ACTION PLAN

MARCH 2006

City of Pekin * Development & Planning Department
111 S. Capitol St. * Pekin, IL * 61554
Phone: (309) 477-2300 * fax: (309) 346-2095
E-mail: panderson@ci.pekin.il.us

2006 ACTION PLAN
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Second Program Year Action Plan

The CPMP Second Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Data Submitted: 03/15/2006		Applicant Identifier		Type of Submission	
Data Received by State:		State Identifier:		Application	
Data Received by HUD:		Federal Identifier:		☐ Continuation ☐ Revision ☐ New Consideration ☒ New Grant Application	
Applicant Information					
City of Pekin		IL175520 PEKIN			
111 S. Capitol		62-034-6791			
Street Address Line 2		Organizational Unit			
Pekin	Illinois	Department of Planning & Development			
61554	Country U.S.A.	Community Development			
Employer Identification Number (EIN):		Tazewell			
37-60002169		5/5			
Applicant Type:		Specify Other Type if necessary:			
Local Government: City		Specify Other Type			
Program Funding					
U.S. Department of Housing and Urban Development					
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding					
Community Development-Block Grant		14.218 Entitlement Grant			
CDBG Entitlement - FY2006 Action Plan		City Wide with a focus on low to moderate density areas within the City of Pekin			
\$427,053.00		Describe in 2			
\$0.00		\$168,000 (HUD HOME) \$84,239 (MHT)			
Locally Leveraged Funds: 177,820 Road & Bridge		Additional state funds leveraged			
Bridge: \$40 termite fees: \$502, 120 United Way Corporate & Individual: \$3,000 Fire Dept.		\$Grantor funds leveraged: \$0			
\$ Anticipated Program Income: \$70,900.00		Other (Describe):			
Total funds leveraged for CDBG-based Project(s):		\$688,280.00			
Home Investment Partnerships Program		14.239 HOME			

HOME Project Titles: The City of Pekin does not receive HOME as an entitlement.		n/a
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
Housing Opportunities for People with AIDS		
HOPWA Project Titles: The City of Pekin does not receive HOPWA.		14.241 HOPWA
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
Emergency Shelter Grants Program		
ESG Project Titles: The City of Pekin does not receive ESG.		14.231 ESG
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
Confidential Districts		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		Is application subject to review by state Executive Order 12372 Process?
☐ Yes		☐ Yes - The application was made available to the state EO 12372 process for review on DATE 12/15/2017.
☒ No		☒ No - Program is not covered by EO 12372.
☐ Yes		☐ N/A - Program has not been selected by the state for review.

Person to be contacted regarding this application:		
Pamela	A.	Anderson
Community Development Coordinator	309/478-5356	309/346-2095
panderson@ci.pekin.il.us	www.ci.pekin.il.us	Denny Kief
Signature of Authorized Representative		Date Signed

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is optional, but encouraged. If you choose to complete it, please provide a brief overview that includes major initiatives and highlights that are proposed during the next year.

Program Year 2 Action Plan Executive Summary:

The mission of the City of Pekin's 2006 Action Plan is to develop a viable urban community by providing decent housing, a suitable living environment and expanding economic opportunities principally for low- and moderate- income persons.

The upcoming fiscal year will include the following projects: Owner Occupied Homeowner Rehabilitation, Street Maintenance, Code Enforcement, and dollars allocated to support the causes of the local United Way.

Allocation of dollars to the above listed projects will achieve the City of Pekin in achieving a viable urban community by providing decent housing and a suitable living environment for low and moderate income persons.

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year.
2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

Program Year 2 Action Plan General Questions response:
RESPONSE:

The geographic areas where investment will be directed are Census block groups where at least 51% of the households have incomes at or below 80% of area median income, as defined by HUD. This is the City of Pekin's Target Area of low-income concentration where there is the most need.

The City of Pekin's Target Area includes the following low-income Census block groups: Census tract 208, block group 1; Census tract 209, block groups 1, 2, 3, 4 and 5; Census tract 210, block groups 1 and 2; and Census tract 211.01, block groups 1, 2, 3 and 4. See Attachment A. (City of Pekin low-income map)

According to the 2000 U.S. Census, the City of Pekin's total population is 33,857. The total non-white (minority) population represents 4.2% of its residents (1,422). Of Pekin's total population of 33,857, there are 13,410 citizens living in the low to moderate income Census tracts. Of the 13,410 citizens living in the low to moderate-income Census tracts; 174 are minorities, which is 1.2%. Of the 1.2%, 23 are African American, 55 are American Indian, 61 are Asian, 1 is Native Hawaiian and 34 are categorized as other race.

In some instances, investments may be made on a citywide basis to address the needs of low-income residents throughout the municipality.

During the period of this Action Plan, the City of Pekin may create slum and blight area(s), as permitted by the CDBG program, to address issues identified in the required slum and blight documents creating the area(s).

2. The basis for allocating investments geographically and assigning priority is to utilize available resources that address priority needs and will have positive results. Priorities were assigned to each category of priority need and adopted by the City of Pekin City Council based on citizen input, CHAS data, U.S. Census, consulting with City officials and other statistical data. Citizen input was obtained during public hearings and meetings, and from residents, agencies, and commissions.

3. Actions expected to be taken to address obstacles in meeting underserved needs include seeking additional funding and creating collaborations to address specific needs.

Managing the Process

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.
2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

Program Year 2 Action Plan Managing the Process response:

RESPONSE:

1. The "Lead Agency" responsible for overseeing the development of the plan and for administering programs covered by the Consolidated Plan and yearly Action Plans is the City of Pekin Planning and Development Department.

The primary public and private agencies that may be utilized for implementing the programs covered by the Action Plan include the City of Pekin and the Pekin United Way.

2. The significant aspects of the process by which the 2006 Action Plan was developed included referencing to the 2005 - 2009 Consolidated plan. From this came the analyzing of strategies and priorities, the reprioritizing and allocation of dollars, and the adoption of the Action Plan by the City Council. Others involved included state and local government agencies, housing providers, and social service agencies. Their cooperation and interest was important to achieve a level of coordination in the development of the Action Plan and in its implementation.

The Five Year Consolidated Plan was developed from:

A. Data collection from the 2000 Census, CHAS data tables, State of Illinois consolidated plan, 2004 Super NOFA from the Heart of Illinois Homeless Continuum of Care Exhibit 1, 2004 FEMA study (Natural Hazards Mitigation Plan / Heart of Illinois Project Impact), past City of Pekin Consolidated Plans, IDIS reports, Pekin Board of Realtors and data acquired from private and public agencies.

B. Public Input. Obtaining citizen comments was a critical element in the development of the Consolidated Plan. Each written comment received was carefully considered. In order to obtain broad citizen participation and obtain community wide input, 77 letters were mailed to public and private organizations asking them for views and to review the "Draft Plan" and attend the one public meeting. In addition, public commissions discussed issues as they relate to the Plan.

C. Development of Strategies and Priorities. Based on the data and public input received, a "Draft Plan" with identified strategies and priorities was prepared and made available to the public, City & State officials for a 30-day comment period for input during the February 2 to March 11, 2005.

D. Adoption of the 2005 Action Plan. The Pekin City Council, during their regular meeting on March 14, 2005, approved the Consolidated Plan, including the 2005 Action Plan.

3. Pekin's consultations with agencies included direct consultations and/or requested participation in meetings.

The City of Pekin is not a HOPWA grantee and is not in consultation to develop a metropolitan-wide strategy for a HOPWA application.

Citizen Participation

1. Provide a summary of the citizen participation process.
2. Provide a summary of citizen comments or views on the plan.
3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Program Year 2 Action Plan Citizen Participation response:
RESPONSE:

1. The Citizen Participation process was based on the City's adopted Citizen Participation Plan. Obtaining citizen comments was a critical element in the development of the Action Plan. Each written comment received was carefully considered. One public meeting was held to obtain citizen comments on issues relating to their neighborhoods and the City of Pekin. Public commissions were also mailed a notice of public review as they relate to the Plan.
2. The City of Pekin's 2006 Action Plan has been made available for public review and comment from February 1 to March 8, 2006. The public hearing to discuss the Draft 2006 Action Plan was held on March 9, 2006 at 5:30 p.m. at City of Pekin Council Chambers. A summary of citizen comments or views on the Plan will be obtained during the scheduled public review period and public hearing. The summary of citizen comments or views can be found in Attachment B.
3. Public participation in the development of the Consolidated Plan was broadened to involve minorities, disabled persons and non-English speaking persons by including a statement within the public notice to please notify the Community Development office if additional assistance is required. All hearings and meetings were held in handicap-accessible facilities.
4. The City of Pekin's 2006 Action Plan has been made available for public review and comment from February 1 to March 8, 2006. The public hearing to discuss the Draft 2006 Action Plan will be held on March 9, 2006 at 5:30 p.m. at City of Pekin Council Chambers. A summary of citizen comments or views on the Plan that were not accepted and the reasons why these comments were not accepted will be obtained during the scheduled public review period and public hearing. The summary of citizen comments or views that were not accepted and the reason why can be found in Attachment C.

Institutional Structure

1. Describe actions that will take place during the next year to develop Institutional structure.

Program Year 2 Action Plan Institutional Structure response:
RESPONSE:

1. The City of Pekin will continue to utilize the institutional structure identified in the Strategy section of the Consolidated Plan, which includes encouraging active participation by residents, utilizing citizen lead commissions and encouraging a variety of organizations, agencies, partnerships and corporations to achieve the objectives of this plan. The actions will include holding public hearings, asking commissions to review and make recommendations regarding applications, and contracting with agencies and organizations to provide needed services for the implementation of the plan.

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Program Year 2 Action Plan Monitoring response:
RESPONSE:

1. The actions describing the monitoring process are identified in the Strategic Plan section of the Consolidated Plan. The City of Pekin monitoring process will begin with sub-recipient agreements, which detail the applicable federal regulations, including the timeliness of expenditures for the CDBG programs. The agreements will require financial reports to be submitted prior to the end of the fiscal year and will be used for desk audits to monitor for HUD and contract compliance, which includes activity eligibility, timeline performance, affordability period and beneficiary and income-eligibility data. On-going technical assistance will be available.

The primary goals of monitoring are to ensure production and accountability, ensure compliance with federal program or any other requirements, and evaluate organizational and project performance.

The City of Pekin has implemented the following system, in order to properly monitor the use of its CDBG funds: (1) the execution of specific contracts or agreements that outline the services to be provided and a timeline for when those goals should be achieved. The contract or agreement also contains applicable federal and local rules and regulations; (2) The City's Finance Department provides monthly expenditure and general ledger trial balance reports which show the funds committed to specific activities/monies spent to date. A fiscal year end report is also produced; City HUD/CDBG personnel balance the Finance Departments reports to IDIS at the end of the month (3) if a contract or agreement is not in compliance with city or federal rules, the City will work with corporation counsel to fulfill the terms of the agreement; & (4) On-site monitoring of sub-recipients will consist of the following process:

The first step in the process is to conduct a risk assessment to determine the appropriate extent of monitoring for each particular entity. Entities should be considered high-risk and require a comprehensive monitoring if they are new entity or new to receiving federal funds, experiencing high turnover or turnover in key staff positions, or have experienced past compliance or performance problems. For experienced funding recipients that have had success in carrying out activities in the past, a less comprehensive monitoring is necessary. This risk assessment should also enable a determination of frequency as well as if a desk review would be sufficient.

If a desk review will not be adequate, then an on-site monitoring visit should be conducted. Before the visit is to take place the monitoring staff must prepare for the visit. This preparation should include becoming thoroughly familiar with the applicable rules and regulations associated with the program that provides funds to the entity. Any and all in-house data pertaining to the entity and funds granted to the entity should be reviewed as well. After the preparation is complete, the next step is step conduct the monitoring visit.

There are four aspects of this phase: notification; entrance conference; documentation, data gathering and analysis; & exit conference. City staff will meet with appropriate representatives to review procedures, client files, financial records and other pertinent data. The City will also participate in the forum and budget meeting process as part of its monitoring of sub-recipients.

The final step is the follow-up. The sub-recipient should be provided with a formal written notification of the results of the monitoring review. The letter should point out problem areas and recognize successes. The City staff will work with the sub-recipients(s) until compliance is achieved.

Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families.

Program Year 2 Action Plan Lead-based Paint response:
RESPONSE:

During 2006, the City of Pekin will continue to follow all federal and state lead-based paint regulations while providing rehabilitation assistance to low and moderate income homeowners. If a property to be rehabilitated through City CDBG programs is found to have deteriorated paint above the de minimus standards, appropriate mitigation procedures will be taken by qualified contractors. A clearance lead inspection will be conducted at the end of all jobs that include lead mitigation.

In addition to lead mitigation, the City will continue to expand our community outreach efforts in order to provide appropriate information to residents of pre-1979 housing on the dangers associated with lead-based paint. This outreach will be coordinated with various organizations within our community, including, but not limited to the Tazewell County Health Department and various other non-profit and governmental organizations.

HOUSING

Specific Housing Objectives

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 2 Action Plan Specific Objectives response:
Attachment E is the Housing Needs Table.

RESPONSE:

1. The City of Pekin will continue to offer owner occupied housing rehabilitation assistance to the low-income households within the jurisdiction. Our priority will be to serve low, very low and extremely low-income households. For 2006, \$105,000.00 worth of CDBG dollars will be used with the Owner Occupied Housing Rehabilitation program to assist a minimum of eight houses. \$60,000 worth of CDBG dollars is being allocated towards the IHDA HOME program to rehabilitate four houses. Therefore, an estimated total of twelve houses will be assisted during 2006. The Owner Occupied Housing Rehabilitation program is a high priority for the City of Pekin CDBG dollars.

The City proposes to use a portion of the CDBG dollars in Code Enforcement in the low to moderate census tracts / target areas. For 2006, \$30,000 has been allocated for a portion of a City of Pekin Code Enforcer position. The City of Pekin will inspect 550 residential units occupied by low-income individuals or families during the next year in order to provide decent housing units.

2. The City of Pekin will continue to utilize 40% of our annual HUD / CDBG funding in the area of housing. In addition to these federal resources, the City will pursue other funding sources for housing rehabilitation and development. Partnerships with other organizations will be pursued in order to leverage federal funds to the greatest extent.

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

Program Year 2 Action Plan Public Housing Strategy response:
RESPONSE:

1. Describe the PHA's strategy for addressing the revitalization and restoration needs of public housing projects and improving the management and operation of the PHA: The PHA properties are currently in very good condition as verified by the most recent Physical Property Inspection conducted by HUD contractors. The PHA engages in a continuous process of reviewing and revising policies and procedures. The Authority is addressing the high vacancy issue by contracting the turnaround of certain units to supplement staff efforts. The Housing Authority relies on continuing education for its staff to maintain and improve the management and operation of the agency.
2. Is the PHA designated as "troubled" by HUD or otherwise performing poorly?: No, designated high performer upon most recent review.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

Program Year 2 Action Plan Barriers to Affordable Housing response:
RESPONSE:

1. Although no obvious barriers exist, the City of Pekin will continue to work toward improving the ability of local organizations to develop affordable housing. The City will continue to assist homeowners with the CDBG rehabilitation program and the IHDA HOME program.

HOME/ American Dream Down payment Initiative (ADDI)

1. Describe other forms of investment not described in § 92.205(b).
2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.
3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:
 - a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.

- b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
 - c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
 - d. Specify the required period of affordability, whether it is the minimum 15 years or longer.
 - e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community.
 - f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
4. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
 - a. Describe the planned use of the ADDI funds.
 - b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.
 - c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

Program Year 2 Action Plan HOME/ADDI response:

The City of Pekin does not receive HOME/ADDI. This section is not applicable.

HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.
2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.

3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.
4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Program Year 2 Action Plan Special Needs response:

Attachment F is the Continuum of Care Homeless Population and Subpopulations Chart.

RESPONSE:

1. The City of Pekin expects to receive Illinois Housing Development Authority SFOOR dollars of \$168,000 for this next fiscal year. The City of Pekin's CDBG dollars of \$40,000 that is allocated towards the United Way is approximately 8% of their total budget. The other 92% will be local Corporation and Individual contributions. These dollars assist agencies which support older people, strengthen families and assist people in crises, promote health and healing, nurture children and youth, and assist the developmentally disabled.

2. Homelessness - The Action Plan will address the specific objectives of the Strategic Plan / Consolidated Plan by funding the activities with the highest priorities. Participation in the Heart of Illinois Homeless Continuum of Care and the Tazewell / Woodford County Service providers will continue to assist in locating additional dollars to assist in the area of homelessness and those at risk of being homeless.

Potential obstacles to completing these action steps may be limited or lack of financial resources and competition for limited sources; limited number of governmental, private sector and volunteer staff to address homeless needs; and coordination of public/private sector organizations and volunteers to meet all and specific population needs.

3. The City of Pekin is actively participating in the Heart of Illinois Homeless Continuum of Care (HoIHCoC). This organization has a newly organized task force consisting of over 40 community leaders that convened in November 2004 to develop strategies and implementation steps to end chronic homelessness in the four county region by 2012. The agencies and programs represented by the members of the task force are comprised of federal and non-federally funded entities. The Steering Committee of the Continuum of Care (CoC) determined in December 2004 that the CoC would conduct the street sweep and gaps analysis in January/February 2005 for accurate numbers and then proceed with developing goals to address the existing gaps. The 10 year plan to end chronic homelessness is in its final draft stages. The HoIHCoC timeline sets its approval of the plan for March 2006. Then, this information would be shared with the task force to end chronic homelessness in the spring of 2006. The collaboration of these leaders has allowed for a comprehensive, approachable action plan to solving the issue of ending chronic homelessness.

Potential obstacles to completing these action steps may limited or lack of financial resources and competition for limited sources; limited number of governmental, private sector and volunteer staff to address homeless needs; and coordination of public/private sector organizations and volunteers to meet all and specific population needs.

4. The City of Pekin's strategy to prevent homelessness for individuals and families with children who are at imminent risk of becoming homeless includes directing people to organizations that have programs geared towards the goal of preventing the problem of homelessness. These programs include rent, mortgage, and/or utility assistance, legal intervention regarding illegal evictions, and case management and counseling. Agencies providing these types of programs for the City of Pekin include the Friends of People with Aids, the local Department of Veterans Affairs, The Center for Prevention of Abuse, Prairie State Legal Services, House of Hope, Rust Transitional Center / Pekin Salvation Army, Pekin Housing Authority, Tazwood Mental Health Center and Tazwood Community Services.

Participation in the Heart of Illinois Homeless Continuum of Care and the Tazewell / Woodford County Service providers will continue to assist in locating additional dollars to assist in the area of homelessness and those at risk of being homeless.

4. The homeless strategy will be carried out with the collaboration between the City of Pekin, Tazewell County Service providers and the Heart of Illinois Homeless Continuum of Care. All parties listed will work to identify, develop, and implement strategies to end the problem of chronic and non-chronic homelessness by 2012.

5. The City of Pekin will work in collaboration with the Heart of Illinois Homeless Continuum of Care to create, implement and monitor a cohesive, regional-wide Discharge Coordination Policy.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

Program Year 2 Action Plan ESG response:

This section is not applicable. This is for States only.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.

2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Program Year 2 Action Plan Community Development response:
Attachment G is the Community Development Needs table.

RESPONSE:

1. The City's priorities for its non-housing community development needs using the CDBG eligibility categories (IDIS matrix codes) includes Public Facilities, Public Improvements, Public Services and Economic Development.

Under the Public Facilities and Improvements section (matrix codes 01 to 04A, and 22), general public facilities and improvements, parking facilities, and street improvements received a high priority; homeless facilities (not operating costs), operating costs of homeless/AIDS patients programs, flood drain improvements, clearance and demolition and water/sewer improvements received a medium priority; acquisition of real property, disposition, senior centers, handicapped centers, youth centers, neighborhood facilities, parks, recreational facilities, solid waste disposal improvements, sidewalks, child care centers, tree planting, health facilities, abused and neglected children facilities, asbestos removal, facilities for AIDS patients (not operating costs) received a low priority designation.

The activities listed in Public Services category (matrix codes 05 to 05T), general public services, senior services, handicapped services, legal services, youth services, transportation services, substance abuse services, battered and abused spouses, employment training, fair housing activities, child care services, health services, abused neglected children, mental health services, and screening for lead-based paint/lead hazards poison were designated as high priorities; subsistence payments, homeownership assistance (not direct), rental housing subsidies, security deposits, and crime awareness were designated as medium priorities; contaminated sites, and tenant/landlord counseling were designated as low priorities.

The activities listed in Economic Development category (matrix codes 17 to 18), building acquisition, construction, rehabilitation, direct financial assistance to for-profits, ED technical assistance, and micro-enterprise assistance were designated as a medium priority; CI land acquisition/disposition, CI infrastructure development, and other commercial/industrial improvements were designated a low priority.

2. Goal A: To develop a viable urban community by providing decent housing principally to low and moderate income persons.

* A1. The City of Pekin Code Enforcement program, as a high priority, will inspect 2,750 residential units in the Target Area by April 30, 2010. The short term annual objective is to inspect 550 units by April 30, 2007.

- * A2. The City of Pekin Rehabilitation single family owner occupied program, as a high priority, will rehabilitate a total of 42 homes by April 2010. The short term objective is to rehabilitate 12 homes by April 2007. These are expected to be equally provided to low, very low and extremely low-income households.
- * A3. The City of Pekin intends to actively support appropriate long and short-term objectives and Continuum of Care projects proposed by the Heart of Illinois Homeless Continuum of Care as a high priority.
- * A4. The City of Pekin will, as a high priority, participate in the IDHA HOME/SFOOR program to bring a minimum of four houses a year up to code for the short-term goal. CDBG dollars will be used to pay for the costs per project that exceed IHDA maximum per project expense of \$40,000 . The City of Pekin plans on applying for SFOOR dollars from IHDA every year. Long term goal, by April 2010, is to apply and receive funds to completely rehabilitate five houses a year.

Goal B: To develop a viable urban community by providing a suitable living environment principally to low and moderate-income persons.

Objectives:

- * B1. The City of Pekin will, as a high priority, contract with public and private agency/ies that will provide needed services to 10,000 low and moderate-income persons/households for the long-term goal. The short term goal is to provide needed services to 2,000 low and moderate-income persons/households.
- * B2. The City of Pekin will, as a high priority, reconstruct streets; install three emergency sirens; and make other necessary public facility improvements on public streets, alleys and other city property that is located in low to moderate-income census block groups or slum and blight areas. Public facility improvements will benefit the low to moderate income 2000 census block groups. The short-term goal is to provide street reconstruction by April 2007.
- * B3. The City of Pekin will, as a high priority, inspect 2,750 residential properties for compliance with environmental, boca and state building codes in the Target Area by April 2010. The short-term objective is to inspect 550 residential properties by April 2007.
- * B4. The City of Pekin will provide Planning and Administrative services, as a high priority, that are necessary for the administration of HUD grants primarily serving low and moderate income persons through April 2010. The short-term objective is to provide planning and administrative services by April 2007.

Goal C: To develop a viable urban community by expanding economic opportunities principally to low and moderate income persons.

Objective:

- * C1. The City of Pekin may assist as appropriate, the growth of one business with direct assistance or other incentives in support of economic opportunity projects by April 2010. This is a medium priority. No businesses are expected to be assisted during the short-term objective period ending April 2007.

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

Program Year 2 Action Plan Antipoverty Strategy response:
Response:

1. The City of Pekin currently has two approaches towards reducing the number of poverty level persons and families in the city. One approach is the single family home owner rehabilitation program. This program provides needed repairs and improvements to lower income households. The Code Enforcement program works to preserve lower income neighborhoods by requiring properties to meet City of Pekin codes.

It is expected that these programs will assist 565 households over the next year period. The City administered program provides forgivable and 0-3% low interest loan for types of financial assistance. Using 2003 averages, 7 households received housing repair assistance that were extremely low income households, 15 households were very low-income households, and 7 households were low income households, for a total of 29 low/moderate income households assisted.

Public services activities also have a positive effect in reducing poverty by reducing homelessness, and providing counseling, shelter and life skills. Some agencies providing these services include the House of Hope, Center for Prevention of Abuse, Tazwood Mental Health, Tazwood Community Services, Pekin Housing Authority, Department of Human Services and U of I Extension.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 2 Action Plan Specific Objectives response:
Attachment H is the Non-homeless Special Needs Including HOPWA table.

RESPONSE:

The priorities and specific objectives the City of Pekin hopes to achieve during FY 2006 include the following:

- * The City of Pekin will work with the Tazewell County Service Providers and the Heart of Illinois Continuum of Care to assist in locating additional dollars to provide housing needs for the elderly, frail elderly, physically disabled and public housing residents.
- * The City of Pekin will work with the Tazewell County Service Providers and the Heart of Illinois Homeless Continuum of Care to assist in locating additional dollars to provide supportive services for the elderly, frail elderly, persons with severe mental illnesses, the developmentally disabled, and persons with HIV/AIDS.

The City of Pekin staff will work with the appropriate service providers to help meet their need in providing services to their clients.

2. Federal, State, and local public and private sector resources are expected to be available to address the housing and supportive service needs of nonhomeless persons identified in the Consolidated Plan. Federal funds for supportive housing programs are expected through the Housing and Urban Development SuperNOFA process. State funds will be identified by individual social service agencies of the local Continuum of Care. The special needs of non-homeless persons will be addressed through agencies whose priorities address these needs.

Housing Opportunities for People with AIDS

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/ type of housing activities to be done during the next year.
2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.
3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.
4. Report on the accomplishments under the annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.
5. Report on the use of committed leveraging from other public and private resources that helped to address needs identified in the plan.
6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.
7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers, and recommendations for program improvement.
8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.
9. Please note any evaluations, studies or other assessments that will be conducted

on the local HOPWA program during the next year.

Program Year 2 Action Plan HOPWA response:
The City of Pekin is not a HOPWA recipient.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Program Year 2 Specific HOPWA Objectives response:
Not applicable. The City of Pekin does not receive HOPWA dollars.

Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.

1. Program specifics:

a. Fire Department / Emergency Sirens:

The following is taken from the Heart of Illinois Project Impact Natural Hazards Mitigation Plan (2004):

Hazard Identification:

The potential hazards that could affect the Tri-County (Peoria, Woodford and Tazewell Counties) area include: flooding, high winds, tornadoes, land subsidence, winter storms, severe thunderstorms, earthquakes, wildfires, landslides, drought, heat waves, and erosion. Depending on the severity, location, and timing of the specific events, each of these hazards could have devastating effects on homes, business, infrastructure and ultimately citizens. Flooding (riverine), Tornado (F0 & F1), wind (microburst/straight line) were all indicated as a high hazard level. Flooding (flash), land subsidence/mine subsidence, severe thunderstorm, tornado (all categories), tornado (F2) and winter storm were all indicated as a medium-high hazard level.

The proposed installation of an emergency siren every other year within the low to moderate income Census tracts will better alert the low to moderate income residents of impending weather, evacuation conditions or other emergency situations. The amount of warning time citizens have to an approaching high wind event, and the availability of shelters or safe rooms, is the most crucial factor regarding potential injury or loss of life.

The City of Pekin currently has ten electrical sirens. They force air up through the one-horn/cone/trumpet device and rotate. The terrain, wind direction and speed, and foliage can prevent the siren from being heard.

The City of Pekin will be purchasing and installing three electronic sirens during 2005 to 2009; one every other year. Each one will have a four-sided horn/cone/trumpet

device from where the sounds will be projected. This will help with the consistency of sound that is received.

The addition of three sirens throughout the low to moderate-income Census tracts will better alert the low to moderate-income citizens of an emergency situation. This system of fifteen sirens will allow the residents of the area the maximum potential warning time of an approaching emergency situation.

Urgent need

Community Development Block Grant regulations allow CDBG funds to be used to address issues related to a physical disaster. If such a disaster occurs, CDBG funds may be allocated by the City Council for this purpose.

Anti-Displacement Policy

The City of Pekin's housing rehabilitation is performed without having to displace unit occupants. If an occupant should be displaced, the City of Pekin will comply with all Federal regulations relating to the displacement.

2. Performance Measurement system: The City of Pekin will be attempting to use performance measurements in the 2006 Action Plan. Below is a summary of the performance measurements listed within the 2006 Action Plan project worksheets.

2006 Street Maintenance: develop a viable urban community by providing a suitable living environment principally to low and moderate-income persons

Code Enforcement: provide decent housing units

Home Owner Rehabilitation: maintain the existing housing stock and adapt the existing housing stock to meet the needs of ADA/senior individuals/families

United Way: access to needed support services and housing

Case Manager: provide assistance for the housing and supportive service needs of persons who are homeless and non-homeless but require assistance or have special needs

Emergency Siren and maintenance: allow the residents of the low to moderate income areas the maximum potential warning time of an approaching emergency situation

Heart of Illinois Homeless Continuum of Care: active participation with the HoIHCoC to help locate additional dollars to provide housing needs for the elderly, frail elderly, persons with severe mental illnesses, the developmentally disabled, and persons with HIV/AIDS.

Project Name:		Heart of Illinois Homeless Continuum of Care					
Description:		IDIS Project #:	UOG Code: IL175520 PEKIN				
The City of Pekin is an active participant with the Heart of Illinois Homeless Continuum of Care. The City of Pekin assists in identifying the needs of the community and addresses the gaps in services.							
Location:		Priority Need Category					
City-wide		Select one:	Homeless/HIV/AIDS ▼				
Explanation:							
Expected Completion Date:		The City of Pekin is an active participant with the Heart of Illinois Homeless Continuum of Care. The City of Pekin assists in identifying the needs of the community and addresses the gaps in services.					
7/30/2007							
National Objective Codes:							
LMC ▼							
Project Primary Purpose:		Specific Objectives					
☒ Help the Homeless ☒ Help Persons with HIV/AIDS ☒ Help Persons with Disabilities ☒ Address Public Housing Needs		1 Increase range of housing options & related services for persons w/ special needs ▼ 2 Increase the number of homeless persons moving into permanent housing ▼ 3 End chronic homelessness ▼					
Project-level Accomplishments	Other ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Proposed Outcome		Performance Measure		Actual Outcome		
	Active participation with the		Active participation with the		Active participation with the		
	HeartCoC to help locate		HeartCoC to help locate		HeartCoC to help locate		
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Grantee Name: **City of Pekin**

Project Name: Emergency Siren and maintenance					
Description:	IDIS Project #: UOG Code: IL175520 PEKIN				
The City of Pekin allocates a portion of its CDBG dollars to fund the purchase and installation of emergency sirens. This will allow the city to update and improve sirens in low/moderate income areas.					
Location:	Select one: Public Facilities				
Low to moderate income census tracts					
Explanation:					
The City of Pekin will be purchasing and installing one siren every year. The total cost of the project is \$10,000. This will help with the consistency of sound when it is received in the low to moderate income census tracts.					
Expected Completion Date:					
National Objective Codes:					
LMA					
☐ for the homeless ☐ for persons with HIV/AIDS ☐ for persons with disabilities ☐ Address public housing needs					
1	Improve the services for low/mod income persons				
2					
3					
Project-level Accomplishments	10 Housing Units	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
		Proposed			Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome		Performance Measure		Actual Outcome	
To install one emergency siren every other year.		Allow the residents of the low/moderate income areas the			
030 Fire Stations/Equipment 570.201(c)		Matrix Codes			
030 Fire Stations/Equipment 570.201(c)		Matrix Codes			
Matrix Codes		Matrix Codes			
Program Year 1	CDBG	Proposed Amt.	\$5,718	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Project Name: Case Manager	
Description:	IDIS Project #: UOG Code: IL175520 PEKIN
The City of Pekin allocates a portion of its CDBG dollars to partially fund a case manager position to provide case management assistance to the homeless and those at risk of being homeless. This program was not funded with the 2005 Super NOFA. Therefore, the CDBG originally allocated for this project is being amended to the Owner Occupied Rehabilitation program (\$45,000).	
Location:	Select one: Homeless/HIV/AIDS ▼
City of Pekin	Explanation:
Expected Completion Date: 4/30/2006	The City of Pekin allocates a portion of its CDBG dollars to partially fund a case manager position to provide case management assistance to the homeless and those at risk of being homeless. This program was not funded with the 2005 Super NOFA. Therefore, the CDBG originally allocated for this project is being amended to
National Objective Codes:	
LMC ▼	
General Objectives	Specific Objectives
☒ Help the Homeless	1 Increase range of housing options & related services for persons w/ special needs ▼
☒ Help Persons With HIV/AIDS	2 Increase the number of homeless persons moving into permanent housing ▼
☒ Help Persons With Disabilities	3 End chronic homelessness ▼
☐ Address Public Housing Needs	
Project-level Accomplishments	
01 People ▼	Proposed Underway Complete
Accompl. Type: ▼	Proposed Underway Complete
Accompl. Type: ▼	Proposed Underway Complete
Accompl. Type: ▼	Proposed Underway Complete
Proposed Outcome	Performance Measure Actual Outcome
To create a case manager position for the service	Provide assistance for the housing and supportive service. This program was not funded with the 2005 Super NOFA. Therefore,
05 Public Services (General) 570.201(e) ▼	Matrix Codes ▼
Matrix Codes ▼	Matrix Codes ▼
Matrix Codes ▼	Matrix Codes ▼
Program Year 1	
CDBG ▼	Proposed Amt. Actual Amount
Fund Source: ▼	Proposed Amt. Actual Amount
Accompl. Type: ▼	Proposed Units Actual Units
Accompl. Type: ▼	Proposed Units Actual Units
	Fund Source: Proposed Amt. Actual Amount
	Fund Source: Proposed Amt. Actual Amount
	Accompl. Type: Proposed Units Actual Units
	Accompl. Type: Proposed Units Actual Units

Grantee Name: **City of Pekin**

Project Name: United Way					
Description:	IDIS Project #: UOG Code: IL175520 PEKIN				
The City of Pekin allocates a portion of its CDBG dollars to the service agencies that provide assistance to the low to moderate income community.					
Location:	Select one: Public Services ▼				
Explanation:					
Expected Completion Date: 7/30/2007	The City supports public service agencies through the United Way of Pekin. Organizations are under way that provide homeless assistance, counseling, youth, elderly and disabled to obtain long treatment and prevention services. Approximately 10,000 low to moderate income households will be assisted by one or more of the various				
National Objective Codes:					
LMC ▼					
☒ Help the Homeless	1 Increase the number of homeless persons moving into permanent housing ▼				
☒ Help Persons with HIV/AIDS	2 Improve the services for low/mod income persons ▼				
☒ Help Persons with Disabilities	3 Improve quality / Increase quantity of neighborhood facilities for low-income persons ▼				
☐ Address Public Housing Needs					
Project-level Accomplishments	01 People ▼	Proposed 2000		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Proposed Outcome	Performance Measure		Actual Outcome	
	2000 people assisted by public service agencies	Access to needed support services and housing			
	05 Public Services (General) 570.201(e) ▼	Matrix Codes		▼	
Matrix Codes	▼		Matrix Codes ▼		
Matrix Codes	▼		Matrix Codes ▼		
Program Year 1	CDBG ▼	Proposed Amt. \$5,000		Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	01 People ▼	Proposed Units 2000		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units

Grantee Name: **City of Pekin**

Project Name:		Homeowner Rehabilitation program delivery			
Description:		IDIS Project #:	UOG Code: IL175520 PEKIN		
Federal funds will be used for the delivery costs (including salaries, indirect costs and services) related to the administration and management of the City of Pekin's Housing Rehabilitation programs.					
Location:		City of Pekin Select one: Owner Occupied Housing ▼			
Expected Completion Date:		7/30/2007 Explanation: The operating costs for the Rehabilitation Program will be covered with the Rehabilitation Program Delivery category. Specifically: salaries, insurance, training and education, planning studies, and other expenses directly related to administering the Rehabilitation program.			
National Objective Codes:		Not Applicable ▼ Project Primary Purposes: ☐ Help the Homeless ☐ Help Persons with HIV/AIDS ☐ Help Persons with Disabilities ☐ Address Public Housing Needs			
Specific Objectives: 1 Improve the quality of owner housing ▼ 2 ▼ 3 ▼					
Project-level Accomplishments	Other ▼	Proposed	Accompl. Type: ▼	Proposed	
		Underway		Underway	
		Complete		Complete	
	Accompl. Type: ▼	Proposed	Accompl. Type: ▼	Proposed	
		Underway		Underway	
		Complete		Complete	
	Accompl. Type: ▼	Proposed	Accompl. Type: ▼	Proposed	
		Underway		Underway	
		Complete		Complete	
	Proposed Outcome				
	Performance Measure				
	Actual Outcome				
14H Rehabilitation Administration 570.202 ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	70,993	Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units

Grantee Name: **City of Pekin**

Project Name:		General Administration and Planning			
Description:		IDIS Project #:	UOG Code:	IL175520 PEKIN	
CDBG funds are used to pay for the grant management costs required to administer the City of Pekin's entitlement programs and planning activities. CDBG administrative and planning activities cover the salaries, training, and education, telephone bills, office supplies, machine maintenance and all other expenses related to the management of Pekin's CDBG programs.					
Location:		City-wide			
		Select one:	Planning/Administration ▼		
Explanation:					
Expected Completion Date:		7/30/2007			
National Objective Codes:		The City of Pekin will provide planning and administrative services necessary for the management of the HUD grant CDBG and other funds that serve primarily low and moderate income persons through April 2010.			
Not Applicable ▼					
☐ Help the Homeless ☐ Help Persons with HIV/AIDS ☐ Help Persons with Disabilities ☐ Address Public Housing Needs		1			
		2			
		3			
Project-level Accomplishments	Other ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
		Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome		Performance Measure		Actual Outcome	
21A General Program Administration 570.206 ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units

Grantee Name: **City of Pekin**

Project Name:		Home Owner Rehabilitation				
Description:		IDIS Project #:	UOG Code: IL175520 PEKIN			
CDBG funds are used for various programs to rehabilitate houses for income eligible homeowners. Emergency, ADA, accessibility, plumbing and electrical code improvements, roofs and windows.						
Location:		Identify Needs Category				
Community Wide		Select one:	Owner Occupied Housing ▼			
Explanation:						
Expected Completion Date:		Provides grants, zero and low interest loans to homeowners for repairs and needed building, plumbing and electrical code improvements. The loans replace cars, plumbing, wiring and windows.				
National Objective Codes:						
LMH ▼						
Identify Primary Purpose:		Specify Purposes				
☐ Help Homeless ☐ Help Persons with HIV/AIDS ☒ Help Persons with Disabilities ☐ Address Public Housing Needs		1 Improve the quality of owner housing ▼ 2 Improve access to affordable owner housing ▼ 3 ▼				
Project-level Accomplishments	04 Households ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Proposed Outcome		Performance Measure		Actual Outcome	
	8 Single family homes will receive rehab assistance.		Maintain the existing housing stock and adapt the existing			
	14H Rehabilitation Administration 570.202 ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼				
Program Year 1	CDBG ▼	Proposed Amt.	\$9,500	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: 2006 Code Enforcement	
Description:	IDIS Project #: UOG Code: IL175520 PEKIN
The Code Enforcement program follows a systematic approach to inspections of housing. Owner-occupied and rental exterior inspections of the property are conducted and interior inspections of the property are conducted to assess an existing permit.	
Location:	Priority Need Category ▼
Low to moderate income Census tract / block groups: at 208 bg, at 209 bg, at 213 bg, at 210 bg, at 215 bg, at 204 bg, at 212 bg	Select one:
Expected Completion Date: 7/30/2017	Explanation:
National Objective Codes:	The City of Pekin will allocate CDBG funds towards the housing needs of the community. Funds will be applied to delivery costs for personnel performing code enforcement within the low to moderate target areas of the City of Pekin. Specifically, salaries, insurance, training and education, training supplies and other expenses.
LMA ▼	
☐ Help the Homeless	1 Improve the quality of affordable rental housing ▼
☐ Help Persons with HIV/AIDS	2 Improve the quality of owner housing ▼
☐ Help Persons with Disabilities	3 ▼
☐ Address Public Housing Needs	
Project-level Accomplishments	
04 Households ▼	Proposed Underway Complete
Accompl. Type: ▼	Proposed Underway Complete
Accompl. Type: ▼	Proposed Underway Complete
Accompl. Type: ▼	Proposed Underway Complete
Proposed Outcome	Performance Measure Actual Outcome
Inspect 550 units for code compliance	Provide decent housing units
15 Code Enforcement 570.202(c) ▼	Matrix Codes ▼
Matrix Codes ▼	Matrix Codes ▼
Matrix Codes ▼	Matrix Codes ▼
Program Year 1	
CDBG ▼	Proposed Amt. Actual Amount
Fund Source: ▼	Proposed Amt. Actual Amount
04 Households ▼	Proposed Units Actual Units
Accompl. Type: ▼	Proposed Units Actual Units
Accompl. Type: ▼	Proposed Units Actual Units

CPMP

2006
5 year plan
CDBG

2006 Budget	Allocation	Leveraged funds		
Street Maintenance	\$ 100,000.00	\$ 711,282.00	(\$533,461) State MFT & (\$177,820) General Fund Road & Bridge	2/3 MFT and 1/3 General
Rehabilitation programs (3 houses)	\$ 105,000.00	\$ 840.00	permit fees (general)	* .8%
Code Enforcement	\$ 30,000.00	\$ 43,284.00	City	
Rehab Prog. Delivery	\$ 67,708.49	\$ -		
CDBG for HOME (4 houses)	\$ 60,000.00	\$ 168,000.00	IHDA	
United Way	\$ 40,000.00	\$ 522,164.77	Corporate and Individual - Local	
Royal St. Parking				
Case Manager /matching				
Emergency Sirens	\$ 18,244.00	\$ 3,000.00	City General	
Administration	\$ 76,689.00	\$ -		
Total:	\$ 497,641.49	\$ 1,448,570.77	*	
			20% Administrative cap:	\$ 99,590.60
			Administration:	\$ 76,689.00
Grant allocation	\$ 427,053.00	9.57% cut from 2005 FY	Remaining funds in cap:	\$ 22,901.60
Estimated Program Income 2006	\$ 70,900.00			
Total:	\$ 497,953.00		**	
			15% Public Services cap:	\$ 79,057.95
Difference	\$ 311.51		Public Services:	\$ 40,000.00
			Remaining funds in cap:	\$ 39,057.95
Grant allocation	\$ 427,053.00			
2005 / last year's program income:	\$ 100,000.00			
Total:	\$ 527,053.00			

Community Development Needs			Needs	Current	Gap	5-Year Quantities										% of Goal	Priority Need: H, M, L	Dollars to Address	Plan to Fund? Y/N	Fund Source		
						Year 1		Year 2		Year 3		Year 4		Year 5							Cumulative	
						Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual						Goal	Actual
01 Acquisition of Real Property 570.201(a)			0	0	0										0	0	####					
02 Disposition 570.201(b)			0	0	0										0	0	####					
Public Facilities and Improvements	03 Public Facilities and Improvements (General) 570.201(c)			0	0	0	28		28							56	0	0%	H	8E+05	Y	C
	03A Senior Centers 570.201(c)			0	0	0										0	0	####	L			
	03B Handicapped Centers 570.201(c)			0	0	0										0	0	####	L			
	03C Homeless Facilities (not operating costs) 570.201(c)			0	0	0										0	0	####	M			
	03D Youth Centers 570.201(c)			0	0	0										0	0	####	L			
	03E Neighborhood Facilities 570.201(c)			0	0	0										0	0	####	L			
	03F Parks, Recreational Facilities 570.201(c)			0	0	0										0	0	####	L			
	03G Parking Facilities 570.201(c)			0	0	0										0	0	####	L			
	03H Solid Waste Disposal Improvements 570.201(c)			0	0	0										0	0	####	L			
	03I Flood Drain Improvements 570.201(c)			0	0	0										0	0	####	M			
	03J Water/Sewer Improvements 570.201(c)			0	0	0										0	0	####	M			
	03K Street Improvements 570.201(c)			0	0	0										0	0	####	H			
	03L Sidewalks 570.201(c)			0	0	0	0		0							0	0	####	H	50000	Y	C
	03M Child Care Centers 570.201(c)			0	0	0										0	0	####	L			
	03N Tree Planting 570.201(c)			0	0	0										0	0	####	L			
	03O Fire Stations/Equipment 570.201(c)			0	0	0	1558		###							###	0	0%	H	2E+05	Y	C
	03P Health Facilities 570.201(c)			0	0	0										0	0	####	L			
03Q Abused and Neglected Children Facilities 570.201(c)			0	0	0										0	0	####	L				
03R Asbestos Removal 570.201(c)			0	0	0										0	0	####	L				
03S Facilities for AIDS Patients (not operating costs) 570.201(c)			0	0	0										0	0	####	L				
03T Operating Costs of Homeless/AIDS Patients Programs			0	0	0										0	0	####	M				
04 Clearance and Demolition 570.201(d)			0	0	0										0	0	####	M				
04A Clean-up of Contaminated Sites 570.201(d)			0	0	0										0	0	####	L				
Public Services	05 Public Services (General) 570.201(e)			0	0	0	2000		0							2000	0	0%	H	3E+05	Y	C
	05A Senior Services 570.201(e)			0	0	0										0	0	####	H			
	05B Handicapped Services 570.201(e)			0	0	0										0	0	####	H			
	05C Legal Services 570.201(e)			0	0	0										0	0	####	H			
	05D Youth Services 570.201(e)			0	0	0										0	0	####	H			
	05E Transportation Services 570.201(e)			0	0	0										0	0	####	H			
	05F Substance Abuse Services 570.201(e)			0	0	0										0	0	####	H			
	05G Battered and Abused Spouses 570.201(e)			0	0	0										0	0	####	H			
	05H Employment Training 570.201(e)			0	0	0										0	0	####	H			
	05I Crime Awareness 570.201(e)			0	0	0										0	0	####	M			
	05J Fair Housing Activities (If CDBG, then subject to 570.201(e))			0	0	0										0	0	####	H			
	05K Tenant/Landlord Counseling 570.201(e)			0	0	0										0	0	####	L			
	05L Child Care Services 570.201(e)			0	0	0										0	0	####	H			

Pu	05M Health Services 570.201(e)	0	0	0										0	0	####	H			
	05N Abused and Neglected Children 570.201(e)	0	0	0										0	0	####	H			
	05O Mental Health Services 570.201(e)	0	0	0										0	0	####	H			
	05P Screening for Lead-Based Paint/Lead Hazards Polson 570.201(f)	0	0	0										0	0	####	H			
	05Q Subistence Payments 570.204	0	0	0										0	0	####	M			
	05R Homeownership Assistance (not direct) 570.204	0	0	0										0	0	####	M			
	05S Rental Housing Subsidies (if HOME, not part of 5% 570.204	0	0	0										0	0	####	M			
	05T Security Deposits (if HOME, not part of 5% Admin c	0	0	0										0	0	####	M			
	06 Interim Assistance 570.201(f)	0	0	0										0	0	####	M			
	07 Urban Renewal Completion 570.201(h)	0	0	0										0	0	####	L			
	08 Relocation 570.201(i)	0	0	0										0	0	####	L			
	09 Loss of Rental Income 570.201(j)	0	0	0										0	0	####	L			
	10 Removal of Architectural Barriers 570.201(k)	0	0	0										0	0	####	L			
	11 Privately Owned Utilities 570.201(l)	0	0	0										0	0	####	L			
	12 Construction of Housing 570.201(m)	0	0	0										0	0	####	L			
	13 Direct Homeownership Assistance 570.201(n)	0	0	0										0	0	####	H			
	14A Rehab; Single-Unit Residential 570.202	0	0	0	8	12								20	0	0%	H	9E+05	Y	C
	14B Rehab; Multi-Unit Residential 570.202	0	0	0										0	0	####	L			
	14C Public Housing Modernization 570.202	0	0	0										0	0	####	L			
	14D Rehab; Other Publicly-Owned Residential Buildings 570.202	0	0	0										0	0	####	L			
	14E Rehab; Publicly or Privately-Owned Commercial/Indu 570.202	0	0	0										0	0	####	L			
	14F Energy Efficiency Improvements 570.202	0	0	0										0	0	####	H			
	14G Acquisition - for Rehabilitation 570.202	0	0	0										0	0	####	H			
	14H Rehabilitation Administration 570.202	0	0	0										0	0	####	H			
	14I Lead-Based/Lead Hazard Test/Abate 570.202	0	0	0										0	0	####	H			
	15 Code Enforcement 570.202(c)	0	0	0	550	550								1100	0	0%	H	2E+05	Y	C
	16A Residential Historic Preservation 570.202(d)	0	0	0										0	0	####	L			
	16B Non-Residential Historic Preservation 570.202(d)	0	0	0										0	0	####	L			
	17A CI Land Acquisition/Disposition 570.203(a)	0	0	0										0	0	####	L			
	17B CI Infrastructure Development 570.203(a)	0	0	0										0	0	####	L			
	17C CI Building Acquisition, Construction, Rehabilitat 570.203(a)	0	0	0										0	0	####	M			
	17D Other Commercial/Industrial Improvements 570.203(a)	0	0	0										0	0	####	L			
	18A ED Direct Financial Assistance to For-Profits 570.203(b)	0	0	0										0	0	####	M			
	18B ED Technical Assistance 570.203(b)	0	0	0										0	0	####	M			
	18C Micro-Enterprise Assistance	0	0	0										0	0	####	M			
	19A HOME Admin/Planning Costs of PJ (not part of 5% Ad	0	0	0										0	0	####	H			
	19B HOME CHDO Operating Costs (not part of 5% Admin ca	0	0	0										0	0	####	M			
	19C CDBG Non-profit Organization Capacity Building	0	0	0										0	0	####	H			
	19D CDBG Assistance to Institutes of Higher Education	0	0	0										0	0	####	H			
	19E CDBG Operation and Repair of Foreclosed Property	0	0	0										0	0	####	L			
	19F Planned Repayment of Section 108 Loan Principal	0	0	0										0	0	####	L			
	19G Unplanned Repayment of Section 108 Loan Principal	0	0	0										0	0	####	L			
	19H State CDBG Technical Assistance to Grantees	0	0	0										0	0	####	H			

20 Planning 570.205			0	0	0										0	0	####	H	5E+05	Y	C
HOPWA	21A General Program Administration 570.206		0	0	0										0	0	####	H			
	21B Indirect Costs 570.206		0	0	0										0	0	####	H			
	21D Fair Housing Activities (subject to 20% Admin cap) 570.206		0	0	0										0	0	####	H			
	21E Submissions or Applications for Federal Programs 570.206		0	0	0										0	0	####	H			
	21F HOME Rental Subsidy Payments (subject to 5% cap)		0	0	0										0	0	####	L			
	21G HOME Security Deposits (subject to 5% cap)		0	0	0										0	0	####	L			
	21H HOME Admin/Planning Costs of PJ (subject to 5% cap)		0	0	0										0	0	####	H			
	21I HOME CHDO Operating Expenses (subject to 5% cap)		0	0	0										0	0	####	L			
	22 Unprogrammed Funds		0	0	0										0	0	####	H			
	31J Facility based housing - development		0	0	0										0	0	####	N/A			
HOPWA	31K Facility based housing - operations		0	0	0										0	0	####	N/A			
	31G Short term rent mortgage utility payments		0	0	0										0	0	####	N/A			
	31F Tenant based rental assistance		0	0	0										0	0	####	N/A			
	31E Supportive service		0	0	0										0	0	####	N/A			
	31I Housing information services		0	0	0										0	0	####	N/A			
	31H Resource Identification		0	0	0										0	0	####	N/A			
	31B Administration - grantee		0	0	0										0	0	####	N/A			
	31D Administration - project sponsor		0	0	0										0	0	####	N/A			
	Totals		0	0	0	4144	0	####	0	0	0	0	0	0	0	####	0%				

Housing Needs Table				Grantee:		Only complete blue sections. Do NOT type in sections other than blue.														Priority Need?	Plan to Fund?	Fund Source	Households with a Disabled Member		Dispro- portionate Racial/ Ethnic Need?	# of House- olds in lead- Hazard Housing	Total Low Income HIV/AIDS Population
				Current % of House- holds	Current Number of House- holds	3-5 Year Quantities												% of Goal									
						Year 1		Year 2		Year 3		Year 4*		Year 5*		Cumulative											
						Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual										
Housing Needs - Comprehensive Housing Affordability Strategy (CHAS) Data Housing Problems																		% HSHLD	# HSHLD								
Household Income <=30% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	399										0	0	####	M	N			100%	2773	N	207	N/A	
			Any housing problems	44.4	177	0	0									0	0	####	M	N			44.6	1237			
			Cost Burden > 30%	44.4	177	0	0									0	0	####	M	N							
			Cost Burden >50%	30.8	123	0	0									0	0	####	L	N							
		Small Related	NUMBER OF HOUSEHOLDS	100%	344										0	0	####	H	N								
			With Any Housing Problems	62.8	216	0	0									0	0	####	H	N							
			Cost Burden > 30%	61.6	212	0	0									0	0	####	H	N							
			Cost Burden >50%	42.2	145	0	0									0	0	####	L	N							
		Large Related	NUMBER OF HOUSEHOLDS	100%	26										0	0	####	H	N								
			With Any Housing Problems	84.6	22	0	0									0	0	####	H	N							
			Cost Burden > 30%	84.6	22	0	0									0	0	####	H	N							
			Cost Burden >50%	15.4	4	0	0									0	0	####	L	N							
		All other hshld	NUMBER OF HOUSEHOLDS	100%	424										0	0	####	H	N								
			With Any Housing Problems	61.8	262	0	0									0	0	####	H	N							
			Cost Burden > 30%	59.4	252	0	0									0	0	####	M	N							
			Cost Burden >50%	31.4	133	0	0									0	0	####	L	N							
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	388										1	0	0%	M	Y	C							
			With Any Housing Problems	50.5	196	0.5	0.5									0	0	####	M	Y	C						
			Cost Burden > 30%	50.5	196											0	0	####	M	Y	C						
			Cost Burden >50%	34.0	132											0	0	####	L	Y	C						
		Small Related	NUMBER OF HOUSEHOLDS	100%	102										1	0	0%	H	Y	C							
			With Any Housing Problems	86.3	88	0.5	0.5									0	0	####	H	Y	C						
			Cost Burden > 30%	86.3	88											0	0	####	H	Y	C						
			Cost Burden >50%	68.6	70											0	0	####	H	Y	C						
		Related	NUMBER OF HOUSEHOLDS	100%	12										0.6	0	0%	H	Y	C							
			With Any Housing Problems	66.7	8	0.3	0.3									0.6	0	0%	H	Y	C						

Household Income > 30 to <= 50% MFI		Owner		Renter		Large F		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly		Small Related		Large Related		All other hshol		Elderly	
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City of Pekin**Housing Market Analysis***Complete cells in blue.*

Housing Stock Inventory	Vacancy Rate	0 & 1 Bedroom	2 Bedrooms	3+ Bedroom	Total	Substandard Units
Affordability Mismatch						
Occupied Units: Renter		1643	1766	891	4300	1162
Occupied Units: Owner		173	2655	6072	8900	225
Vacant Units: For Rent	13%	116	240	186	542	N/A
Vacant Units: For Sale	1%	17	39	60	116	N/A
Total Units Occupied & Vacant		1949	4700	7209	13858	1387
Rents: Applicable FMRs (in \$s)		447	600	799		
Rent Affordable at 30% of 50% of MFI (in \$s)		447	600	756		
Public Housing Units						
Occupied Units		74	51	47	172	0
Vacant Units		10	9	5	24	0
Total Units Occupied & Vacant		84	60	52	196	0
Rehabilitation Needs (in \$s)					0	

Continuum of Care Homeless Population and Subpopulations Chart

Part 1: Homeless Population		Sheltered		Un-sheltered	Total	City of Pekin														
		Emergency	Transitional			Data Quality														
1. Homeless Individuals		169 (A); 20 (E)	21 (A); 20 (E)	300 (E)	0	(E) estimates	▼													
2. Homeless Families with Children		17 (A)	19 (A)	3 (A)	0															
	2a. Persons in Homeless with Children Families	62 (A)	52 (A)	8 (A)	0															
Total (lines 1 + 2a)		0	0	0	0															
Part 2: Homeless Subpopulations		Sheltered		Un-sheltered	Total	Data Quality														
1. Chronically Homeless		154 (A); 3 (E)				24 (A)	0	(A) administrative records	▼											
2. Severely Mentally Ill		36 (A)																		
3. Chronic Substance Abuse		112 (A); 6 (S)																		
4. Veterans		86 (E)																		
5. Persons with HIV/AIDS		1 (A)																		
6. Victims of Domestic Violence		23 (A)																		
7. Youth (Under 18 years of age)		18 (A)																		
Part 3: Homeless Needs Table: Individuals		Needs	Currently Available	Gap	5-Year Quantities										Total			Priority H, M, L	Plan to Fund? Y N	Fund Source: CDBG, HOME, HOPWA, ESG or Other
					Year 1		Year 2		Year 3		Year 4		Year 5		Total					
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Actual	% of Goal			
Beds	Emergency Shelters	228	218	10	2	0	0	0	0	0	0	0	0	0	2	0	0%	M	Y	C
	Transitional Housing	70	55	15	2	0	0	0	0	0	0	0	0	0	2	0	0%	M	Y	C
	Permanent Supportive Housing	104	60	44	2	0	0	0	0	0	0	0	0	0	2	0	0%	M	Y	C
	Total	402	333	69	2	0	0	0	0	0	0	0	0	0	2	0	0%			
Chronically Homeless																				

Part 4: Homeless Needs Table: Families		Needs	Currently Available	Gap	5-Year Quantities										Total			Priority H, M, L	Plan to Fund? Y N	Fund Source: CDBG, HOME, HOPWA, ESG or Other
					Year 1		Year 2		Year 3		Year 4		Year 5							
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal			
Beds	Emergency Shelters	170	145	25	2	0	0	0	0	0	0	0	0	0	2	0	0%	M	Y	C
	Transitional Housing	138	123	15	2	0	0	0	0	0	0	0	0	0	2	0	0%	M	Y	C
	Permanent Supportive Housing	111	48	63	2	0	0	0	0	0	0	0	0	0	2	0	0%	M	Y	C
	Total	419	316	103	6	0	0	0	0	0	0	0	0	0	6	0	0%			

Completing Part 1: Homeless Population. This must be completed using statistically reliable, unduplicated counts or estimates of homeless persons in sheltered and unsheltered locations at a one-day point in time. The counts must be from: (A) administrative records, (N) enumerations, (S) statistically reliable samples, or (E) estimates. The quality of the data presented in each box must be identified as: (A), (N), (S) or (E).

Completing Part 2: Homeless Subpopulations. This must be completed using statistically reliable, unduplicated counts or estimates of homeless persons in sheltered and unsheltered locations at a one-day point in time. The numbers must be from: (A) administrative records, (N) enumerations, (S) statistically reliable samples, or (E) estimates. The quality of the data presented in each box must be identified as: (A), (N), (S) or (E).

Sheltered Homeless. Count adults, children and youth residing in shelters for the homeless. "Shelters" include all emergency shelters and transitional shelters for the homeless, including domestic violence shelters, residential programs for runaway/homeless youth, and any hotel/motel/apartment voucher arrangements paid by a public/private agency because the person or family is homeless. Do not count: (1) persons who are living doubled up in conventional housing; (2) formerly homeless persons who are residing in Section 8 SRO, Shelter Plus Care, SHP permanent housing or other permanent housing units; (3) children or youth, who because of their own or a parent's homelessness or abandonment, now reside temporarily and for a short anticipated duration in hospitals, residential treatment facilities, emergency foster care, detention facilities and the like; and (4) adults living in mental health facilities, chemical dependency facilities, or criminal justice facilities.

Unsheltered Homeless. Count adults, children and youth sleeping in places not meant for human habitation. Places not meant for human habitation include streets, parks, alleys, parking ramps, parts of the highway system, transportation depots and other parts of transportation systems (e.g. subway tunnels, railroad car), all-night commercial establishments (e.g. movie theaters, laundromats, restaurants), abandoned buildings, building roofs or stairwells, chicken coops and other farm outbuildings, caves, campgrounds, vehicles, and other similar places.

Attachment G

Grantee Name: **City of Pekin**

Grantee Name:		City of Pekin																			
Non-Homeless Special Needs Including HOPWA		Needs	Currently Available	GAP	3-5 Year Quantities										Total			Priority Need: H, M, L	Plan to Fund? Y N	Fund Source: CDBG, HO	
					Year 1		Year 2		Year 3		Year 4*		Year 5*								
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Actual	% of Goal				
Housing Needed	52. Elderly	109	0	109	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N	
	53. Frail Elderly	235	0	235	0	0	0	0	0	0	0	0	0	0	0	0	0	####	M	N	
	54. Persons w/ Severe Mental Illness	393	0	393	10	0	10	0	0	0	0	0	0	0	20	0	0%	M	Y	C	
	55. Developmentally Disabled	452	0	452	10	0	10	0	0	0	0	0	0	0	20	0	0%	M	Y	C	
	56. Physically Disabled	1243	0	1243	10	0	10	0	0	0	0	0	0	0	20	0	0%	H	Y	C	
	57. Alcohol/Other Drug Addicted	206	0	206	0	0	0	0	0	0	0	0	0	0	0	0	0	####	M	N	
	58. Persons w/ HIV/AIDS & their families	7	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N	
	59. Public Housing Residents	350	196	154	0	0	0	0	0	0	0	0	0	0	0	0	0	####	M	N	
Total		2995	196	2799	30	0	30	0	0	0	0	0	0	0	60	0	0%				
Supportive Services Needed	60. Elderly	623	0	623	10	0	10	0	0	0	0	0	0	0	20	0	0%	H	Y	C	
	61. Frail Elderly	787	0	787	10	0	10	0	0	0	0	0	0	0	20	0	0%	H	Y	C	
	62. Persons w/ Severe Mental Illness	982	0	982	10	0	10	0	0	0	0	0	0	0	20	0	0%	H	Y	C	
	63. Developmentally Disabled	1129	0	1129	10	0	10	0	0	0	0	0	0	0	20	0	0%	H	Y	C	
	64. Physically Disabled	3108	0	3108	10	0	10	0	0	0	0	0	0	0	20	0	0%	H	Y	C	
	65. Alcohol/Other Drug Addicted	288	0	288	10	0	10	0	0	0	0	0	0	0	20	0	0%	M	Y	C	
	66. Persons w/ HIV/AIDS & their families	28	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N	
	67. Public Housing Residents	546	0	546	0	0	0	0	0	0	0	0	0	0	0	0	0	####	M	N	
Total		7491	0	7491	60	0	60	0	0	0	0	0	0	0	120	0	0%				

ORDINANCE NO. 2463

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 13
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING TRAFFIC SAFETY COMMITTEE**

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form contains within Title 2, Chapter 13, Section 1 a provision for the composition of a committee known as the TRAFFIC SAFETY COMMITTEE; and

WHEREAS, the City Council supports the responsible review of traffic matters; and

WHEREAS, the City Council is committed to the safety of the community; and

WHEREAS, the City Council acknowledges that the community is represented by a citizen are most all Committees, Boards, and Commissions; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding the Traffic Safety Committee.

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

1. That Title 2, Chapter 13, Section 1 be amended by deleting the existing section in its entirety, and inserting the following language in its place

2-13-1: COMPOSITION; TERMS: There shall be a committee known as the TRAFFIC SAFETY COMMITTEE which shall consist of 7 voting members, being the Chief of Police, Chief of Fire Department, Director of Public Works, Street Superintendent, the City Manager, a citizen appointed by the Mayor and a Commissioner appointed by the Mayor, who shall be Chairman. All members shall serve without salary. The Chairman and the citizen representative shall be appointed for a 1-year term, commencing the first Monday in May. Committee members may designate from that department's members, an alternate to attend meetings. (Ord. No. 2342 10-13-03) (Ord. No. 2439 07-11-05) (Ord. No. 03-13-06)

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 13th day of March, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this 13th day of March, 2006.

MAYOR

ATTEST:

CITY CLERK

Chapter 13

TRAFFIC SAFETY COMMITTEE

SECTION:

- 2-13-1: Composition; Terms
- 2-13-2: Officers; Meetings; Quorum
- 2-13-3: Purpose; Function
- 2-13-4: Expenses; Salaries
- 2-13-5: Jurisdiction

2-13-1: COMPOSITION; TERMS: There shall be a committee known as the **TRAFFIC SAFETY COMMITTEE** which shall consist of 7 voting members, being the Chief of Police, Chief of Fire Department, Director of Public Works, Street Superintendent, the City Manager, a citizen appointed by the Mayor and a Commissioner appointed by the Mayor, who shall be Chairman. All members shall serve without salary. The Chairman and the citizen representative shall be appointed for a 1-year term, commencing the first Monday in May. Committee members may designate from that department's members, an alternate to attend meetings.

(Ord. No. 2342 10-13-03) (Ord. No. 2439 07-11-05) (Ord. No. 2463 03-13-06)

2-13-2: OFFICERS; MEETINGS; QUORUM: Other officers of this Committee shall be created by resolution adopted at any regular or special meeting of the Committee. The Committee shall have the power to establish by-laws and rules in conformity with the authority granted herein or by statute. The Committee shall have a regularly scheduled meeting date, which may be changed by motion duly enacted at a regular meeting. A quorum shall consist of 3 persons.

2-13-3: PURPOSE; FUNCTION: The purpose of this Committee is to promote traffic safety, to review and make recommendations to the Council regarding traffic matters, to review zoning and planning matters and make recommendations concerning traffic matters, to establish rules, regulations and schedules as provided by statute or ordinance.

2-13-4: EXPENSES; SALARIES: The Committee shall not expend any funds without recommendation and approval by the City Council. Out-of-pocket costs of the committee members for committee activities shall be reimbursed by the City.

2-13-5: JURISDICTION: The Committee shall be under the jurisdiction of the Mayor.

TRAFFIC SAFETY COMMITTEE

SECTION:

- 2-13-1: Composition; Terms
- 2-13-2: Officers; Meetings; Quorum
- 2-13-3: Purpose; Function
- 2-13-4: Expenses; Salaries
- 2-13-5: Jurisdiction

2-13-1: COMPOSITION; TERMS: There shall be a committee known as the **TRAFFIC SAFETY COMMITTEE** which shall consist of 7 voting members, being the Chief of Police, Chief of Fire Department, Director of Public Works, Street Superintendent, the City Manager, an at-large Staff Representative and a Commissioner appointed by the Mayor, who shall be Chairman. All members shall serve without salary. The Chairman shall be appointed for a 1 year term, commencing the first Monday in May. Committee members may designate from that department's members, an alternate to attend meetings.
(Ord. No. 2342 10-13-03) (Ord. No. 2439 07-11-05)

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2-13-5: JURISDICTION: The Committee shall be under the jurisdiction of the Mayor.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SALE AND TRANSFER OF MUNICIPALLY OWNED REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

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

Part of Block 2 and part of Lot 1A of Block 2 of a Resubdivision of Riverway Business Park recorded as Document Number 9800686 and part of a Frontage Road Vacation recorded as Document Number 200000018266, all being a part of the West Half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian in Tazewell County, Illinois, being further described as follows:

All of Block 2 and a part of the vacated Frontage Road south of Lot 3 except Lots 1, 2 and 3 of Block 2, being further described as follows:

Beginning at the southeast corner of Lot 1 of said Block 2, said point being on the east line of Block 2 the curved west right-of-way line of Riverway Drive, said curve being to the right and having a radius of 1020.00 feet and its center located South 54 Degrees 18 Minutes 38 Seconds West from said point; thence southeasterly along the arc of said curved west right-of-way and east Block line a distance of 636.04 feet; thence South 0 Degrees 02 Minutes 18 Seconds West along said west right-of-way and east Block line a distance of 173.80 feet to a point on a curve to the right, said curve having a radius of 15.00 feet and its center located North 89 Degrees 57 Minutes 42 Seconds West from said point; thence southwesterly along the arc of said curved west right-of-way line and east Block line a distance of 23.56 feet to a point on the north right-of-way line of Hanna Drive and the south line of Block 2; thence North 89 Degrees 59 Minutes 17 Seconds West along said north right-of-way and south Block line a distance of 1445.56 feet to a point on the west line of the vacated Frontage Road; thence North 0 Degrees 39 Minutes 44 Seconds East along said west line of vacated Frontage Road a distance of 50.00 feet to a point on a curve to the left, said curve having a radius of 300.00 feet and its center located North 89 Degrees 20 Minutes 16 Seconds West from said point; thence northwesterly along the arc of said curved west line of the vacated frontage Road a distance of 151.61 feet to a point on a reverse curve to the right, said curve having a radius of 300.00 feet and its center located North 61 Degrees 42 Minutes 26 Seconds East from said point; thence northwesterly along the arc of said curved west line of the vacated Frontage Road a distance of 151.61 feet; thence North 0 Degrees 39 Minutes 44 Seconds East along said west line of the vacated Frontage Road a distance of 246.48 feet to a point on a curve to the right, said curve having a radius of 300.00 feet and its center located South 89 Degrees 20 Minutes 16 Seconds East from said point; thence northeasterly along the arc of said curved west line of the vacated Frontage Road a distance of 102.17 feet to a point at the southwest corner of Lot 3 of Block 2; thence South 89 Degrees 58 Minutes 33 Seconds East along the south line of said Lot 3 a distance of 638.48 feet to a point at the southeast corner of Lot 3; thence North 0 Degrees 01 Minutes 27 Seconds East along the east line of said Lot 3 a distance of 108.27 feet to a point at the southwest corner of Lot 1 of Block 2;

thence South 89 Degrees 01 Minutes 42 Seconds East along said south line of Lot 1 a distance of 680.51 feet to the Point of Beginning, Containing 25.02 acres, more or less.

Commonly known as 201 Hanna Drive

Part of PIN # 10-10-10-300-029

WHEREAS, the City and the Developer entered into a contract for private development dated January 17, 2006 (the "Original Contract") which provide, among other things, for the sale by the City to the Developer of a certain parcel of land in the Business Park (the Original Site") and

WHEREAS, after the original contract was executed, the City and the Developer determined that an alternate undeveloped site in the Business Park containing approximately 24.7 acres, commonly known as 201 Hanna Dr., Pekin, Illinois (PIN # 101-10-100-029) which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the Acquisition Site") would be more appropriate for Developer's Project; and

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

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the questions of the sale of said real estate and was advertised in the Peoria Journal Star, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on February 25, 2006; and

WHEREAS, the City of Pekin and WINPAK HEAT SEAL CORPORATION, Delaware corporation (Winpak) have negotiated a Contract for Private Development (attached hereto as Exhibit A and incorporated herein by this reference) wherein Winpak is to acquire the Property for the sum of \$350,280.00; and

WHEREAS, after said public hearing on March 13, 2006, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into said Contract for Private Development and sell the Property to Winpak pursuant to the terms and conditions of said Contract for Private Development ; and

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

SECTION I. That the City of Pekin finds as facts the recitals herein above set forth.

SECTION II. That the Contract for Private Development attached hereto as Exhibit A is Part of Block 2 and part of Lot 1A of Block 2 of a Resubdivision of Riverway Business Park recorded as Document Number 9800686 and part of a Frontage Road Vacation recorded as Document Number 200000018266, all being a part of the West Half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian in Tazewell County, Illinois, being further described as follows:

All of Block 2 and a part of the vacated Frontage Road south of Lot 3 except Lots 1, 2 and 3 of Block 2, being further described as follows:

Beginning at the southeast corner of Lot 1 of said Block 2, said point being on the east line of Block 2 the curved west right-of-way line of Riverway Drive, said curve being to the right and having a radius of 1020.00 feet and its center located South 54 Degrees 18 Minutes 38 Seconds West from said point; thence southeasterly along the arc of said curved west right-of-way and east Block line a distance of 636.04 feet; thence South 0 Degrees 02 Minutes 18 Seconds West along said west right-of-way and east Block line a distance of 173.80 feet to a point on a curve to the right, said curve having a radius of 15.00 feet and its center located North 89 Degrees 57 Minutes 42 Seconds West from said point; thence southwesterly along the arc of said curved west right-of-way line and east Block line a distance of 23.56 feet to a point on the north right-of-way line of Hanna Drive and the south line of Block 2; thence North 89 Degrees 59 Minutes 17 Seconds West along said north right-of-way and south Block line a distance of 1445.56 feet to a point on the west line of the vacated Frontage Road; thence North 0 Degrees 39

Minutes 44 Seconds East along said west line of vacated Frontage Road a distance of 50.00 feet to a point on a curve to the left, said curve having a radius of 300.00 feet and its center located North 89 Degrees 20 Minutes 16 Seconds West from said point; thence northwesterly along the arc of said curved west line of the vacated frontage Road a distance of 151.61 feet to a point on a reverse curve to the right, said curve having a radius of 300.00 feet and its center located North 61 Degrees 42 Minutes 26 Seconds East from said point; thence northwesterly along the arc of said curved west line of the vacated Frontage Road a distance of 151.61 feet; thence North 0 Degrees 39 Minutes 44 Seconds East along said west line of the vacated Frontage Road a distance of 246.48 feet to a point on a curve to the right, said curve having a radius of 300.00 feet and its center located South 89 Degrees 20 Minutes 16 Seconds East from said point; thence northeasterly along the arc of said curved west line of the vacated Frontage Road a distance of 102.17 feet to a point at the southwest corner of Lot 3 of Block 2; thence South 89 Degrees 58 Minutes 33 Seconds East along the south line of said Lot 3 a distance of 638.48 feet to a point at the southeast corner of Lot 3; thence North 0 Degrees 01 Minutes 27 Seconds East along the east line of said Lot 3 a distance of 108.27 feet to a point at the southwest corner of Lot 1 of Block 2; thence South 89 Degrees 01 Minutes 42 Seconds East along said south line of Lot 1 a distance of 680.51 feet to the Point of Beginning, Containing 25.02 acres, more or less.

Commonly known as 201 Hanna Drive

Part of PIN #10-10-10-300-029

for the sum of \$350,280.00.

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT entered into as of the 13th day of March 2006, by and between the **CITY OF PEKIN, ILLINOIS**, a municipal corporation, and a home rule unit of local government, exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at City Hall, 111 S. Capitol Street, Pekin, Illinois (the "City"), and **WINPAK HEAT SEAL CORPORATION**, a Delaware corporation with Illinois offices at 1001 S.W. Washington Street, Peoria, IL 61602 (the "Developer").

WITNESSETH:

WHEREAS, the City is the owner of certain land located in the City of Pekin, Illinois, which the City acquired for the purpose of developing a business park known as Riverway Business Park (the "Business Park"); and

WHEREAS, the City and the Developer entered into a contract for private development dated as of January 17, 2006 (the "Original Contract") which provided, among other things, for the sale by the City to the Developer of a certain parcel of land in the Business Park (the "Original Site"); and

WHEREAS, after the original contract was executed, the City and the Developer determined that an alternate undeveloped site in the Business Park containing approximately **25.02 acres**, commonly known as **201 Hanna Dr., Pekin, Illinois (PIN # 10-10-100-029)** which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Acquisition Site") would be more appropriate for Developer's Project; and

WHEREAS, the City, to achieve the objectives of the Business Park and of the Developer, intends to assist the Developer by selling to the Developer the Acquisition Site; and

WHEREAS, the Developer intends to invest a minimum of \$4,000,000 in the development of the Acquisition Site; and

WHEREAS, the City believes that the development of the Acquisition Site 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 do hereby covenant and agree as follows:

SECTION 1: DEFINITIONS.

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 Developer, containing approximately **25.02 acres**, commonly known as **201 Hanna Dr., Pekin, Illinois (PIN # 10-10-100-029)** which is more fully described in **Exhibit “A”** attached hereto.

“Agreement” means this Contract For Private Development.

“Authorized Representative” means such 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 4B 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 "B"**, and are subject to the approval of both the City and the Riverway Business Park Covenants Committee (the "Covenants Committee"), in accordance with the terms of this Agreement.

"Developer" shall mean Winpak Heat Seal Corporation, an Illinois corporation.

"Project" means the development of the Acquisition Site by the construction, in accordance with the terms and conditions of this Agreement, of a commercial building containing a minimum of 70,000 square feet for use as an office, manufacturing, warehouse, and distribution facility for the conduct of Developer's business, in accordance with plans and specifications approved by both the City and the Covenants Committee 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 2 TERMINATION OF ORIGINAL CONTRACT. The City and the Developer hereby agree that the Original Contract dated as of January 17, 2006 is hereby terminated and superseded by this Contract.

SECTION 3: GENERAL DEVELOPER COVENANTS. In addition to all other specific covenants and agreements contained in this Agreement, the Developer makes the following expressed 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, or performed, and unless the City expressly, by written document, waives any of same.

B. **General Covenants.** The expressed covenants the Developer makes are as follows:

1. The Developer agrees to acquire the Acquisition Site as described in **Exhibit "A"** from the City for the sum of Three Hundred Fifty Thousand Two Hundred Eighty Dollars (\$350,280.00) in U.S. funds (the "Purchase Price"), as further described in Section 5 of this Agreement, and the further consideration of the Developer constructing and developing a minimum 70,000 square foot building suitable for offices, manufacturing, and distribution, in accordance with the plans and specifications to be approved by the City and the Covenants Committee in accordance with this Agreement.
2. The Developer will pay and keep current all City fees that may from time to time apply to the Acquisition Site.
3. The Developer shall use the Acquisition Site for the development of a minimum 70,000 square foot building suitable for offices, manufacturing, and distribution on the Acquisition Site.
4. The Developer shall promptly pay when due all real estate taxes and assessments which are a lien upon the Acquisition Site; 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. During the ten (10) year period of this Agreement, the Developer will not take any action or in any manner cause the Acquisition Site to be removed from the real estate tax rolls as fully taxable real property. Notwithstanding the foregoing, Developer shall benefit from the Acquisition Site's presence within the Enterprise Zone, and the special treatment available within the Enterprise Zone, as more fully described in Exhibit "C" attached hereto, shall be available to the Developer, as owner of the Acquisition Site. Nothing contained in this Section is intended to limit or otherwise affect such Enterprise Zone benefits which the Developer and/or the Acquisition Site would otherwise qualify for, nor shall this Section preclude the Developer and/or the Acquisition Site from receiving any other real property tax exemptions, abatements, credits, or other incentives which are otherwise applicable and available to the Acquisition Site in the future.
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 Acquisition Site is subject to covenants and conditions of this Agreement.
7. The Developer shall promptly pay when due all real estate taxes affecting the Acquisition Site which accrue from the date Developer acquires title to the Acquisition Site.
8. The Developer agrees that the Developer shall not seek to remove the Acquisition Site from the Riverway Business Park Subdivision nor shall it seek to remove the

Acquisition Site from the Planned Unit Development (the "PUD") in which the Business Park is located.

9. The Developer shall not commence construction of the Project on the Acquisition Site unless and until the Developer has obtained written approval of a plans and specifications for the Project and Developer's proposed use of the Acquisition Site from both the City and the Covenants Committee. The plans and specifications for the Developer's Project, as approved by the City and the Covenants Committee, 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 and the Covenants Committee has been issued with respect to the Project.

SECTION 4: CITY'S OBLIGATIONS AND RESERVATION OF RIGHTS.

A. Duties.

1. The City agrees to convey to the Developer the Acquisition Site in accordance with Section 6 of this Agreement.
2. The City shall cooperate and execute all documentation necessary to timely and fully comply with the provisions of the Responsible Property Transfer Act of 1988 as presently in effect or as periodically amended.
3. The City's approvals and consents are required from time to time for various purposes relating the development, and construction of the Project including, without limitation zoning, land use planning, building code and related approvals, and other matters described in this Agreement. The City agrees to timely take all

lawful steps necessary from time to time to furnish all such requisite lawful approvals, consents, ordinances and related official acts, and to cooperate with Developer in all reasonable respects to assure the timely commencement and completion of the Project.

B. **Certificate of Completion.** Promptly after completion of the Project in accordance with the provisions of this Agreement, the City will execute and deliver to the Developer a Certificate of Completion, in 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..

SECTION 5: SALE AND PURCHASE OF PROPERTY.

A. **Sale and Purchase of the Acquisition Site.** The City agrees to sell and Developer agrees to buy the Acquisition Site for the Purchase Price, on the terms set forth herein.

B. **Title.** Within fifteen (15) days after the execution of this Agreement, City shall deliver to Developer's attorneys (at the address set forth in section "16" below), at City's expense, a title commitment for an owner's Title insurance policy issued by a title insurance company acceptable to Developer in the amount of the Purchase Price, showing title in City subject only to (a) the general exceptions contained in the policy; (b) title exceptions pertaining to liens or encumbrances of an ascertainable amount which may be removed by payment of money at the time of Closing, and which City may so remove at the time by using the funds to be paid upon delivery of the deed; (c) covenants, conditions, restrictions, reservations and easements of record and zoning laws; and (d) exceptions commonly permitted under the rules for examination of abstracts and title and acceptable to Developer (collectively the "Permitted Exceptions"). If title insurance discloses any exceptions which adversely affect Developer's proposed use of the Acquisition Site for which render title to the Acquisition Site unmarketable, Developer or its attorneys shall give written notice of such exceptions to the City or its attorney of any such objectionable matters related to title (collectively, "Title Objections"). The City shall use its best efforts to cure any such Title Objections prior to closing. If City is unable to cure any such Title Objections, the Developer shall have the option to terminate this Agreement by written notice to the City, in which case, neither party shall have any further rights or obligations under this Agreement.

C. **Developer's Contingencies.** The Developer's obligation to close its purchase of the Acquisition Site pursuant to this Agreement shall be contingent upon satisfaction or waiver by the Developer of the following contingencies (collectively, the "Contingencies") during the period commencing upon the full execution and delivery of this Agreement and ending on April 21, 2006 (the "Inspection period"):

1. Inspection. Developer may, at Developer's expense, with reasonable prior notice to the City, at any time during the Inspection Period, have its employees, officers, and agents, including, without limitation, engineers, environmental consultants and/or other appropriate professionals, enter upon the Acquisition Site to inspect the same and to perform such soil borings, soil samplings, ground water sampling, and other tests which are reasonably necessary to determine whether: (i) the Acquisition Site is free of underground storage tanks, environmental contamination, pollution, and other environmental concerns; (ii) the soil, subsoil, and underground conditions of the Acquisition Site are structurally sound and suitable in all respects for Developer's intended use of the Acquisition Site; and (iii) there are no contaminated properties in the vicinity of the Acquisition Site which could, in Developer's sole judgment, present a risk that the Acquisition Site could become contaminated by airborne or subsoil migration of contaminants from such contaminated properties to the Acquisition Site. The Developer's obligation to perform under this Agreement shall be contingent upon Developer's receipt of reports from such professionals which are satisfactory to Developer in its sole judgment.

2. Zoning. The Developer shall have confirmed that the Acquisition Site is properly zoned to permit the construction and use by Developer of a commercial building

containing a minimum of 70,000 square feet of as an office, manufacturing, warehouse, and distribution facility for the conduct of Developer's business.

3. Approval of Plans and Specifications and Proposed Use. Developer shall have obtained such approvals of the Developer's plans and specifications for the Project and Developer's proposed use of the Acquisition Site from the City, the Covenants Committee, and others, as may be required under the terms of this Agreement and/or any restrictive covenants affecting the Acquisition Site, and such approvals shall be final and not subject to a condition or limitation which is unacceptable to Developer in its sole judgment.

4. Permits and Approvals. The Developer shall have obtained such licenses, permits, and approvals of governmental authorities having jurisdiction as may be required for the lawful development of the Acquisition Site and the operation by Developer of an office, manufacturing, warehouse, and distribution facility for the conduct of Developer's business, including, without limitation, the following (to the extent required): subdivision approval, storm water drainage plan approval, curb cut permits, sign permits, site plan approval by the City of Pekin, Illinois Planning Board, and issuance of a building permit by the Building Department of the City of Pekin, Illinois (collectively "Permits and Approvals"); all such Permits and Approvals be final and not subject to appeal for reversal, and not subject to any condition or limitation which is unacceptable to the Developer in its sole judgment.

5. Utilities. Developer shall have confirmed that natural gas, electric, water, sanitary sewer, storm sewer, telephone, and other utility facilities are available at the boundaries of the Acquisition Site which are adequate to service the needs of Developer's Project, and all appropriate governmental, regulatory, administrative, and private utility company or approvals

shall have been issued to allow Developer to connect to, tap into, and use such utility facilities conditioned solely upon the payment of reasonable tap-in fees and customary utility charges.

If by the end of the Inspection Period, Developer has not notified the City that either (i) all of the Contingencies have been satisfied, or (ii) any of the Contingencies which remain unsatisfied have been waived by Developer, then either party shall thereafter have the right to terminate this Agreement by giving written notice of such termination to the other, in which event, neither party shall have any further rights against the other under this Agreement.

C. **Delivery of Property Information.** Within five (5) business days after the full execution and delivery of this Agreement, the City shall deliver to the Developer copies of any environmental reports, existing surveys, soil borings tests results, engineering studies, and other materials in the City's possession or under its control which pertain to the physical condition of the Acquisition Site.

D. **Developer's Right of Entry.** From and after the full execution and delivery of this Agreement, Developer, its officers, employees, agents, consultants, engineers, and designees shall have the right to enter upon the Acquisition Site to inspect the same and perform such tests as may be reasonably required in order for Developer to satisfy the Contingencies. Developer shall release the City and shall indemnify and hold the City harmless from and against and any and all losses, liability, claims, damages, causes of action, costs, and expenses brought on account of injury to person or property or loss of life arising from or notice of entry by Developer, its officers, employees, agents, consultants, engineers, and designees on the Acquisition Site between the date of the full execution and delivery of this Agreement and the date of Closing.

E. **Delivery of Municipal Deed.** At Closing, on full payment of the Purchase Price and execution of this Development Agreement by the Developer, the City shall convey said the Acquisition Site to the Developer by municipal deed subject to the Permitted Exceptions, and subject to any acts of the Developer.

F. **Closing.** The closing of the transaction contemplated herein shall be held at the offices of the attorney for the City (at the address set forth in section "16" below) on **May 1, 2006 at 2:00 p.m.**, or at such other location and time as may be mutually acceptable to City and Developer (the "Closing Date" or the "Closing"). Time is not of the essence with respect to the time and date specified herein for Closing. However, either party shall have the right to make time of the essence with respect to the Closing, by giving at least ten (10) days prior written notice to that effect to the other party; provided that the date specified in any such notice making time of the essence with respect to Closing shall be on or after **May 1, 2006**.

G. **Credit/Reimbursement for Environmental Testing.** The Developer shall make arrangements during the Inspection Period for preparation of a Phase I and Phase II site assessment pertaining to the Acquisition Site, the scope of which shall be determined by Developer and its environmental consultant, American Environmental Corporation (collectively, the "Environmental Inspections"). However, in the event this Agreement is terminated by Developer prior to closing because Developer reasonably determines that the reports and/or test results which Developer receives from its environmental consultant and other professionals pursuant to Section 5C above are unacceptable, or because the City has failed to comply with any of its obligations under this Contract, then the City shall, within thirty (30) days after its receipt of an invoice from Developer, reimburse Developer an amount equal to the aggregate cost to Developer of the Environmental Inspections.

H. **Taxes.** The City shall pay the general real estate taxes, if any, for the tax year 2005, payable in 2006, and for the tax year 2006, payable in 2007, on a prorated basis up to the date of closing hereunder. The Developer shall pay the general real estate taxes for the balance of the year 2006 and each year thereafter. Prorating shall be on the basis of the amount of the most recent ascertainable tax.

I. **Possession.** Developer shall be entitled to possession of said property upon payment of the Purchase Price and delivery of deed as herein provided.

SECTION 6: 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, storm water retention and sewer codes, and the Prevailing Wage Act.

B. **Improvements Commencement and Completion Requirements.**

1. **Time Limitations.** Absent Unavoidable Delay (as hereinafter defined), the Developer shall commence the construction improvements referred to herein on or before October 1, 2006 (hereinafter referred to as "Commencement Date") and shall substantially complete construction of the improvements on or before June 1, 2007 (hereinafter referred to as "Completion Date"). For Purposes of this Agreement, the term "Unavoidable Delay" shall mean strikes, lockouts, casualties, acts of God, war, unavailability of material or labor, atypical governmental regulation or control, inclement weather that is an impediment to construction, atypical delays initiated by the City or other causes beyond the reasonable control of Developer. The Completion Date set forth above shall be extended for the amount of time of such Unavoidable Delays

2. **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 Site Plan and the Plans and Specifications approved by the Covenants Committee, and in material compliance with all applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities having jurisdiction over the Acquisition Site or the improvements to be constructed thereon, and will not cause, permit or allow any substantial deviations from such approved Plans and Specifications without the prior written consent of the City.

C. **Use of Acquisition Site.** The Acquisition Site shall be utilized for construction and use by developer of a commercial building containing a minimum of 70,000 square feet of as an

office, manufacturing, warehouse, and distribution facility for the conduct of Developer's business, or similar use and which will be occupied by the Developer. Any assignment of this Agreement to an entity other than Developer or an affiliate of Developer prior to the issuance by the City of a Certificate of Completion shall be subject to the prior written consent of the City. Use of the Acquisition Site shall be in accordance with applicable local, state and federal laws and regulations, including but not limited to storm water retention and sewer codes, and in accordance with the Riverway Business Park Covenants.

D. **Changes in Construction Plans.** If the Developer desires to make any substantial change in the construction plans which significantly affects the appearance, function, or structural integrity of the Project, the Developer shall submit the proposed change to the City for its approval. If the construction plans, as modified by the proposed change, conform to the requirements of the PUD and Riverway Business Park Covenants, meet all applicable legal requirements and do not create a substantial change in the nature or aesthetics of the Project, the City shall approve the proposed change and notify the Developer in writing of its approval; provided however, that, if such change is not so approved or rejected within ten (10) working days of receipt of the submission to the City by the Developer, such change will be deemed approved.

E. **Contract Prohibitions.** Unless otherwise previously agreed by the City in writing or deemed approved in accordance with Section "6.D" 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 the plans involving a structural, square footage, design change or other substantial change without the City's prior written consent or deemed consent being had thereto; such consent shall not be unreasonably withheld, conditioned, or delayed;

provided, however, that, if any such changes are not so approved or rejected within ten (10) working days of receipt of the submission to the City by the Developer, such change will be deemed approved.

F. **Responsibility For Construction.** It is expressly understood that the Developer shall bear the sole responsibility of ascertaining whether or not the construction work was done in an appropriate manner consistent with this Agreement and consistent with any other requirements of this Agreement. 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.

G. **FIRPTA.** Developer shall cooperate and execute all documentation necessary to timely and fully comply with the provisions of the Responsible Property Transfer Act of 1988 as presently in effect or as periodically amended.

H. **Liability Insurance.** Developer or Developer's contractor shall procure and deliver to City at Developer's or such contractor's cost and expense, and shall maintain in full force and effect until each and every of the obligation of Developer contained herein has been 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 One Million (\$1,000,000.00) 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 the 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 7: REPRESENTATIONS OF THE DEVELOPER. The Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. **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 any offering or disclosure statement made or to be made on behalf of the Developer or of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound, nor does the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Project or upon any assets of the Developer or any related party under the terms of any instrument or agreement to which the Developer or any related party is now a party or by which the Developer or any related party is bound.

B. **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.

SECTION 8: ADDITIONAL COVENANTS OF THE DEVELOPER.

A. **Sale of Acquisition Site.**

1. Developer represents and warrants that it will not, prior to the commencement of construction of the Project, except for the purpose of the securing a mortgage for

the purpose of obtaining financing for the purchase of the Acquisition Site and the construction of the Project and for utility easements, make or create any total or partial sale, assignment, conveyance, lease, trust or power or any other transfer ("Transfer") of the Acquisition Site, or any portion thereof, or of this Agreement without the prior written consent of the City; provided, however, that as a condition of any such Transfer, the transferee must agree to be bound by the terms and conditions of this Agreement.

2. Developer may Transfer the Acquisition Site and the Project from and after the Commencement Date and prior to the Completion Date with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that as a condition of such Transfer, the transferee must agree to be bound by the terms and conditions of this Agreement.
3. The City shall act reasonably and promptly in responding to any requests for Transfer under this **Section 8A**.

B. **Indemnification Covenants.** The Developer 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 any of the following, to the extent such claims arise between the date of this Agreement and the date on which the Certificate of Completion is issued by the City to the Developer: (i) the conduct or management of, or from any work or thing done on the Project, (ii) any breach or default on the part of the Developer or its successors and assigns in the performance of any of its obligations under this Agreement, (iii) any act of negligence of the Developer or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee, lessee or sublessee of the Developer, or any agents, contractors, servants, employees or licensees of any assignee, lessee or sublessee of the Developer, or (v) any violation by the Developer or any other person of state or federal securities law in connection with the offer and sale of limited partnerships in the Developer or any part of the Project (collectively, "Claims"). The Developer 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. In case any such Claim shall be made or action brought based upon any such Claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such Claim or related action, the Developer shall assume the defense thereof, including the employment of counsel reasonably acceptable to the City and the payment of all related costs and expenses. The City shall have the right to employ separate counsel in any such Claim-related action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Developer.

SECTION 9: EQUAL EMPLOYMENT OPPORTUNITY. The Developer, for 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 applicants are employed, and the employees are not discriminated against during employment by reason of their 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 compensation, and selection for training, including apprenticeship.

B. **Advertising.** The Developer shall, in all solicitations or advertisements for employees placed by or on behalf of the 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 10: FURTHER ASSISTANCE AND CORRECTIVE INSTRUMENTS. The City and the Developer agree that they shall, 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 11: UNAVOIDABLE DELAY IN PERFORMANCE. For the purpose of any of the provisions of this Agreement, except with regard to payment of real estate taxes as provided herein, neither the City, nor the Developer, 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 purchase of the Acquisition Site, the preparation of the Acquisition Site for development, 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 purpose 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 purchase of the Acquisition Site or of the Developer 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 60 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 request an extension of the period of enforced delay. Any such extension shall be in writing and signed by the parties hereto.

SECTION 12: 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; or
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 City to the Developer; provided, however, that, in the event and that the alleged breach of this Agreement is of such a nature that the same cannot be fully cured within a ten (10) business day period, then the Developer's failure to comply with this Agreement shall not be an enforceable event of default hereunder so long as the Developer 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; or
3. 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

4. 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.

2. Default in Construction of Improvements. In the event Developer defaults under the provisions of **Section 6B** of this Agreement, Developer shall reconvey the Acquisition Site to the City, upon demand, by Deed, and the City shall refund to the Developer the Purchase Price. 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 Acquisition Site to the City under any circumstances.
3. Injunctive Relief. The parties agree and acknowledge that the remedy at law for any breach of the provisions of **Section 6C** of this Agreement will be inadequate and the City, its successors or assigns, shall be entitled to injunctive relief against any such breach without bond. The injunctive relief shall not be

exclusive, but shall be in addition to any other rights or remedies which the City may have for any such breach.

4. Notice of Default. Except as otherwise provided in this Agreement, 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, take immediate action to cure or remedy such default or breach, and, in any event, within 30 days after receipt of such notice. If such course of action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure or remedy such default or breach.

5. Non-limitation of Remedies. This section shall in no way limit the remedies of the City and Developer pursuant to the other sections of this Agreement and pursuant to law and equity in the event of default by either party.

6. 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.

C. **Agreement to Pay Attorney's Fees and Expenses.** In the event a party should default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement as provided herein, the losing party agrees that it will, on demand therefor, pay to the prevailing party the reasonable fees of such attorneys and such other expenses so incurred by the prevailing party with respect to the issues upon which the prevailing party has prevailed.

D. **No Waiver By Delay.**

1. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City, with respect to any other defaults by the Developer under this section or with respect to any

defaults under any section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the City.

2. Any delay by the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the Developer with respect to any specific default by the city under this section be considered or treated as a waiver of the rights of the Developer, with respect to any other defaults by the City under this section or with respect to any defaults under any section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the Developer.

SECTION 13: 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 Acquisition Site 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 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: REAL ESTATE COMMISSIONS. Each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agent commissions in connection with this Agreement, and City and Developer each agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation or contract with City or Developer, respectively.

SECTION 16: 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:

Dennis Kief
City Manager
City Hall
111 S. Capitol Street
Pekin, IL 61554

with copies to Corporation Counsel.

To Developer:

Winpak Heat Seal Corporation
1001 S.W. Washington Street
Peoria, IL 61602
Attn: Tim Johnson, Vice President & General Manager

With copies to:

Winpak Heat Seal Inc.
21919 Chemin Dumberry

Vaudreuil-Dorion, Quebec
Canada J7V 8P7

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 17: CONSTRUCTION OF AGREEMENT/VENUE. This Agreement shall be construed pursuant to the laws of the State of Illinois. As a substantial portion of the duties and obligations of the parties created hereunder are performable in Tazewell County, 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 by reason of this Agreement.

SECTION 18: 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 19: 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 this Agreement or such other documentation as may be necessary to insure that the purchase satisfies the requirements of Section 1031. 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.

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: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

DEVELOPER

WINPAK HEAT SEAL CORPORATION,
An Illinois corporation

By: _____
Timothy L. Johnson
Its: Vice President & General Manager

ATTEST:

By: _____
Its: _____

This Instrument Prepared By:
William P. Streeter
Assistant Corporation Counsel
109 So. Fourth St., P.O. Box 873
Pekin, IL 61555-0873 Telephone: (309) 346-4148

LIST OF EXHIBITS

Exhibit "A"	Legal Description of Acquisition Site
Exhibit "B"	Preliminary Rendering and Site Plan for Project
Exhibit "C"	Description of Enterprise Zone Benefits

EXHIBIT "A" TO DEVELOPER AGREEMENT

Legal Description of Acquisition Site

Part of Block 2 & Vacated Frontage Road

Part of Block 2 and part of Lot 1A of Block 2 of a Resubdivision of Riverway Business Park recorded as Document Number 9800686 and part of a Frontage Road Vacation recorded as Document Number 200000018266, all being a part of the West Half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian in Tazewell County, Illinois, being further described as follows:

All of Block 2 and a part of the vacated Frontage Road south of Lot 3 except Lots 1, 2 and 3 of Block 2, being further described as follows:

Beginning at the southeast corner of Lot 1 of said Block 2, said point being on the east line of Block 2 the curved west right-of-way line of Riverway Drive, said curve being to the right and having a radius of 1020.00 feet and its center located South 54 Degrees 18 Minutes 38 Seconds West from said point; thence southeasterly along the arc of said curved west right-of-way and east Block line a distance of 636.04 feet; thence South 0 Degrees 02 Minutes 18 Seconds West along said west right-of-way and east Block line a distance of 173.80 feet to a point on a curve to the right, said curve having a radius of 15.00 feet and its center located North 89 Degrees 57 Minutes 42 Seconds West from said point; thence southwesterly along the arc of said curved west right-of-way line and east Block line a distance of 23.56 feet to a point on the north right-of-way line of Hanna Drive and the south line of Block 2; thence North 89 Degrees 59 Minutes 17 Seconds West along said north right-of-way and south Block line a distance of 1445.56 feet to a point on the west line of the vacated Frontage Road; thence North 0 Degrees 39 Minutes 44 Seconds East along said west line of vacated Frontage Road a distance of 50.00 feet to a point on a curve to the left, said curve having a radius of 300.00 feet and its center located North 89 Degrees 20 Minutes 16 Seconds West from said point; thence northwesterly along the arc of said curved west line of the vacated frontage Road a distance of 151.61 feet to a point on a reverse curve to the right, said curve having a radius of 300.00 feet and its center located North 61 Degrees 42 Minutes 26 Seconds East from said point; thence northwesterly along the arc of said curved west line of the vacated Frontage Road a distance of 151.61 feet; thence North 0 Degrees 39 Minutes 44 Seconds East along said west line of the vacated Frontage Road a distance of 246.48 feet to a point on a curve to the right, said curve having a radius of 300.00 feet and its center located South 89 Degrees 20 Minutes 16 Seconds East from said point; thence northeasterly along the arc of said curved west line of the vacated Frontage Road a distance of 102.17 feet to a point at the southwest corner of Lot 3 of Block 2; thence South 89 Degrees 58 Minutes 33 Seconds East along the south line of said Lot 3 a distance of 638.48 feet to a point at the southeast corner of Lot 3; thence North 0 Degrees 01 Minutes 27 Seconds East along the east

line of said Lot 3 a distance of 108.27 feet to a point at the southwest corner of Lot 1 of Block 2;
thence South 89 Degrees 01 Minutes 42 Seconds East along said south line of Lot 1 a distance of
680.51 feet to the Point of Beginning, Containing 25.02 acres, more or less.

EXHIBIT "B" TO DEVELOPER AGREEMENT

Preliminary Rendering and Site Plan for Project

EXHIBIT "C" TO DEVELOPER AGREEMENT

Description of Enterprise Zone Benefits

CHAPTER 10

ENTERPRISE ZONE

SECTION:

- 1-10-1: Adoption and Applicability of Provisions
- 1-10-2: Enterprise Zone Designated; State Approval; Term
- 1-10-3: Zone Administrator
- 1-10-4: Designated Zone Organization; Enterprise Zone Steering Committee
- 1-10-5: Intergovernmental Agreement With County
- 1-10-6: Taxes and Fees Waived
- 1-10-7: Code and Ordinance Provisions Relaxed
- 1-10-8: Expedition of Certain Processes

1-10-1: ADOPTION AND APPLICABILITY OF PROVISIONS:

- A. The City Council has adopted the recitations set forth in the preamble to Composite Ordinance No. 1982.
- B. The City of Pekin has found that the Enterprise Zone as described in Composite Ordinance No. 1982 meets the qualifications of Illinois Compiled Statutes, 20 ILCS 655/4, in that the area is a contiguous area, comprises a minimum one-half (1/2) square mile but not more than ten (10) square miles in total area, exclusive of lakes and waterways, is a depressed area and satisfies all additional criteria established by regulation of the Department of Commerce and Community Affairs consistent with the purposes of the Illinois Enterprise Zone Act. (20 ILCS 655/1 et seq.)

1-10-2: ENTERPRISE ZONE DESIGNATED; STATE APPROVAL; TERM:

- A. The City designates as an Enterprise Zone the real estate described on Exhibit A following this Article and incorporated herein by reference.

- B. The Enterprise Zone herein designated was subject to the approval of the Department of Commerce and Community Affairs in accordance with the Illinois Enterprise Zone Act. (20 ILCS 655/1 et seq.)
- C. The duration or term of the Enterprise Zone thus designated shall be for twenty (20) years from the date of approval of the Department of Commerce and Community Affairs.

1-10-3: **ZONE ADMINISTRATOR:** The Mayor of the City shall, subject to the advice and consent of the City Council, appoint a Zone Administrator. The Zone Administrator shall be an officer or employee of the City and shall be the liaison between the City and the Designated Zone Organization established hereunder and shall perform such other duties as authorized by the City.

1-10-4: **DESIGNATED ZONE ORGANIZATION; ENTERPRISE ZONE STEERING COMMITTEE:** The Mayor of the City and the Tazewell County Board Chairman shall cause to be established a Designated Zone Organization, which Organization shall meet the criteria set forth in section 3(d) of the Illinois Enterprise Zone Act, (20 ILCS 655/1 et seq.) by means of an Enterprise Zone Steering Committee comprised of nine (9) members. This Committee shall, in coordination with the Department of Commerce and Community Affairs, form the Designated Zone Organization. Five (5) members of the Committee shall be appointed by the Mayor and four (4) members shall be appointed by the County Board Chairman. Once established, the Designated Zone Organization, subject to the necessary governmental authorizations, may provide the following services or perform the following functions in coordination with the City and/or Tazewell County:

- A. Provide a contract for provision of public services.
- B. Exercise authority for the enforcement of any code, permit or licensing procedure within the Enterprise Zone.
- C. Provide a forum for business, labor and government action on Zone innovations.
- D. Provide for regulatory relief as provided in section 8 of the Illinois Enterprise Zone Act. (20 ILCS 655/1 et seq.)
- E. Receive title to publicly-owned land.
- F. Perform such other functions as the City may deem appropriate, including offerings and contracts for insurance with businesses within the Enterprise Zone.
- G. Agree with local governments to provide such public services within the Zone by contracting with private firms and organizations, where feasible and prudent.

- H. Solicit and receive contributions to improve the quality of life in the Enterprise Zone.

1-10-5: INTERGOVERNMENTAL AGREEMENT WITH COUNTY: The Mayor of the City of Pekin shall be authorized to enter into an intergovernmental agreement on behalf of the City with Tazewell County for the operation and management of the Enterprise Zone.

1-10-6: TAXES AND FEES WAIVED:

- A. Ad Valorem Tax Abatement; Conditions: The City authorizes and directs the County Clerk to abate ad valorem taxes imposed upon real property located within the Enterprise Zone upon which new improvements have been constructed or upon which existing improvements have been renovated or rehabilitated, subject to the following conditions:

1. The abatement shall apply only to the taxes corresponding to an increase in assessed valuation after improvements (either new construction or renovation or rehabilitation) have been duly assessed and said abatement shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements.
2. The abatement shall apply only to the increase in assessed valuation due to improvements or renovations which are of the nature and scope for which a building permit is required and has been obtained on or after the first day of zone certification.
3. The abatement for a particular project shall be in effect only for a period of five (5) years commencing with the first tax year after the improvement has been assessed.
4. While the abatement is in effect, this public taxing authority will continue to receive all taxes corresponding to the equalized assessed valuation for the tax year immediately preceding commencement of the project.
5. The said real estate tax abatement incentive shall not take effect after the termination of the Enterprise Zone.
6. The said real estate tax abatement shall not apply to any residential properties. For purposes of this Ordinance, "residential properties" are any real properties which are used solely for residential purposes or for which the residential use encompasses more than 20% of the floor space.

7. Real estate which lies within the Enterprise Zone and also lies within a tax increment redevelopment district, shall not be eligible for said real estate tax abatement.

B. City Taxes and Fees:

1. Each retailer who makes sales at retail of building materials to be incorporated into real estate located in the enterprise zone known as the Pekin Area Enterprise Zone from a location within the corporate limits of the City of Pekin may deduct the receipts of such sales from Illinois Retailer's Occupation Tax only to the extent that a building permit is issued for the construction of a value of \$25,000 or more or for construction by remodeling or rehabilitation where a building permit is not required and is of a value of \$25,000 or more, and the project is approved by the Enterprise Zone Administrator.

2. The City of Pekin, for the term of the enterprise zone, waives all sewer permit fees, building permit fees, plumbing and electrical permit and inspection fees, and driveway permit fees for improvements within the enterprise zone, excepting only that such fees shall not be waived for residential properties. The provisions of this section apply only to improvements that qualify under Section 1-10-6-B-1.

1-10-7: CODE AND ORDINANCE PROVISIONS RELAXED: With respect to all improvements within the enterprise zone, except for those relating to residential properties, the City of Pekin, for the term of the enterprise zone, relaxes code and ordinance requirements, providing any such relaxation shall not constitute a threat to the health and safety of the City residents or be in violation of State law. The provisions of this section apply only to improvements that qualify under Section 1-10-6-B-1.

1-10-8: EXPEDITION OF CERTAIN PROCESSES: The City of Pekin shall expedite the plan review process and the zoning, variance and special use process with respect to any improvements within the enterprise zone for the term of the enterprise zone, excepting that such expedited process shall not be available for residential properties. The provisions of this section apply only to improvements that qualify under Section 1-10-6-B-1.

EXHIBIT "A"

PEKIN AREA ENTERPRISE ZONE BOUNDARY LEGAL DESCRIPTION

Beginning at the SE corner of Section 13, Cincinnati Township, T. 24 N., R. 5 W., Tazewell County, State of Illinois, head due W. a distance of 3 $\frac{1}{4}$ miles to the SW corner of the E $\frac{1}{2}$, SE $\frac{1}{4}$ Section 16, Cincinnati Township, thence, head N to the NW centerline of Section 16 to its intersection with the centerline of Section 17, Cincinnati Township, thence, W. along said centerline to its intersection with the SW corner of the E $\frac{1}{2}$, NW $\frac{1}{4}$, Section 17, thence head due N. a distance to the point of intersection with SE shoreline of the Mackinaw River, thence, head NE along the shoreline to the point of intersection with the SE shoreline of the Illinois River, thence, head NE and along the Illinois River to the point of intersection with the E - W centerline of Section 27, Pekin Township, T. 25 N., R. 5 W., Tazewell Co., State of Illinois, thence, head E. a distance to the point of intersection with the E. R.O.W. line of Illinois State Route 29, thence, head N. along the R.O.W. a distance to the point of intersection with the S. R.O.W. line of Illinois State Route 98, thence head E. along the R.O.W. a distance to the NE corner of the W. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Section 23, Pekin Township, thence, head S. a distance of 900 feet to a point, thence, head E. a distance of 900 feet to a point, thence, head N. a distance to the point of intersection with S. R.O.W. line, of Illinois State Route 98, thence, head E. along the R.O.W. a distance to the point of intersection with the SW shoreline of Lick Creek, thence, head SE along the shoreline of the creek a distance to the SE corner of Lot D in P.B. R, p.88, thence, continue SE along the shoreline of the Creek a distance of 104.3 feet, thence, head due N. a distance to the point of intersection with the S. R.O.W. line of Illinois State Route 98, thence, head E. along the R.O.W. to the point of intersection with the W. R.O.W. line of Parkway Drive, thence S. along the R.O.W. to the point of intersection with the N. R.O.W. line of Sheridan Road, thence, head W. along the R.O.W. line to the point of intersection with the W. boundary line of the E $\frac{1}{2}$, of the SW $\frac{1}{4}$, Section 25, Pekin Township, thence head due N. along the W. boundary line of said $\frac{1}{2}$ quarter section to its NW corner, thence head W. along the E-W center line of Section 25 a distance to the NW corner of Holiday Hills Section 8, thence, head S. along the W. boundary of Holiday Hills a distance of 1,325.31 feet, thence, head W. a distance of 100 feet, to the NE corner of North Side Manor No. 6 Ext., thence, head W. along the N. boundary of North Side Manor a distance to the intersection of the center line of 14th Street, thence, head W. along the N. boundary of Suncrest Addition to the SE corner of Northlake Village, thence, N. along the E. boundary of Northlake Village to the NE corner of Northlake Village, thence, head W. along the N. boundary of Northlake Village to the NW corner of Northlake Village, thence, head S. along the W. boundary of Northlake Village to the

intersection of the SW corner of Northlake Village and the W. R.O.W. line of Crescent Drive, thence, S. along the W. R.O.W. line of Crescent Drive to the point of intersection with the center line of Coolidge Avenue, thence, W. along the Coolidge Avenue center line to the point of intersection with the center line of Illinois State Route 29, thence, S. along the center line of Illinois State Route 29 to its point of intersection with the center line of Lakeside Street, thence W along the centerline of Lakeside Street to its point of intersection with the center line of Sommerset Street, thence, S. along the center line of Sommerset Street, to its point of intersection with the center line of 3rd Street, thence, SW along the center line of 3rd Street to its point of intersection with the NE R.O.W. line of Margaret Street, thence, SE along the NE R.O.W. line of Margaret Street to its point of intersection with the S. corner of Lot 14 Block 73, Pekin Original Town, thence, head SW to the E. corner of Lot 3, Block 72, Pekin Original Town, thence head SW to the S corner of said Lot 3, thence, head NW along the SW boundaries of Lots 3, 2 and 1, Pekin Original Town, to the W. corner of lot 1, thence, head NE to the intersection of said Lot 1 and the SW R.O.W. line of Margaret Street, thence head NW along the SW along the SW R.O.W. line of Margaret Street to its point of intersection with the center line of 3rd Street, thence head SW along the center line of 3rd Street to its point of intersection with the NE R.O.W. of St. Mary Street, thence head SE along the NE R.O.W. line of St. Mary Street a distance of 150 feet, thence, head SW across St. Mary Street to the S. corner of Lot 3, Block 44, Pekin Original Town, thence, head NW along the SW boundaries of Lots 3, 2 and 1, Block 44, Pekin Original Town, a distance to the point of intersection with the center line of 3rd Street, thence head SW along said center line a distance to the point of intersection with the center line of Derby Street, thence, head W. along the Derby Street center line to its point of intersection with the center line of Mechanic Street, thence, head S. on the Mechanic Street center line to its point of intersection with the center line of Koch Street, thence, head E. along the Koch Street center line to its point of intersection with the 14th Street center line, thence, head S. along the 14th Street center line to its point of intersection with the NE corner of the W $\frac{1}{2}$, NE $\frac{1}{4}$, Section 14, Cincinnati Township, T. 25 N R.4 W., thence, head W to the NW corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$, Section 14, Cincinnati Township, thence head S. to the center of said Section 14, thence, head E. along the E-W center line a distance of $1\frac{1}{2}$ miles to a point on the E. boundary line of Section 13, Cincinnati Township, thence head S. a distance of $\frac{1}{2}$ mile, to the point of beginning, for this described tract, a contiguous area of 9.6 square miles, exclusive of lakes and waterways, all being part of Tazewell County, State of Illinois.

ALSO:

Beginning at the SE corner of the East half of the SW 1/4 of Section 17, Cincinnati Township, T24N, R5W, of the Third PM, Tazewell County, State of Illinois; thence head West along the South line of the SW 1/4 of Section 17; thence head North along the West line of the E half of the SW 1/4 of Section 17 to the NW corner of the said East half of the SW 1/4 of Section 17 as occupied; thence head East along the North line of the E half of the SW 1/4 of Section 17 as occupied to the NE corner of the West half of the SE 1/4 of Section 17. Thence head South along the East line of the West half of the SE 1/4 of Section 17 to the intersection of the said East line with the Northwesternly right-of-way line of the Chicago and Illinois Railroad; thence head SW along the said Northwesternly right-of-way line to the intersection of said Northwesternly right-of-way line with the West line of the West half of the SE 1/4 of Section 17; thence head South along the said West line to the point of beginning, for this described tract, a contiguous area of 0.18 square miles, all being part of Tazewell County, State of Illinois.

ALSO:

Beginning at the SE corner of Section 34, Pekin Township, T.25 N., R. 5 W., Tazewell County, State of Illinois head due West a distance along the North R.O.W. of Broadway to the intersection of the centerline of 3rd Street, thence head Northeast along said centerline a distance to the point of intersection with the Northeast R.O.W. line of Market Street (abandoned railroad), then head Southeast along the Northeast R.O.W. of Market Street (abandoned railroad), a distance to the point of intersection with the centerline of 4th street, thence head Northeast along the said centerline a distance to the intersection of the centerline of Willow Street, thence head due East along the said centerline a distance to the intersection of the centerline of 9th Street, thence head due South along the said centerline a distance to the intersection of the centerline of Caroline Street, thence head due West along the said centerline a distance to the intersection of the centerline of 8th Street, thence head South along the said centerline a distance to the point of intersection with the North R.O.W. of Broadway, thence head due West along the R.O.W. a distance to the point of beginning, for this described tract, a contiguous area of 0.2 square miles, all being-part of Tazewell County, State of Illinois.

EXCLUSION

Beginning at the point of intersection of the center line of 3rd Street with the Northeast R.O.W. line of Margaret Street, thence Southeast along the Northeast R.O.W. line of Margaret Street to its point of intersection with the South corner of Lot 13, Block 73, Pekin Original Town, thence head Southwest to the East corner of Lot 3 Block 72, Pekin Original Town, thence head Southwest to the South corner of said Lot 3, thence head Northwest along the Southwest boundaries of Lots 3, 2, and 1, Pekin Original Town, to the West corner of Lot 1, thence head Northeast to the intersection of said Lot 1 and the Southwest R.O.W. line of Margaret Street, thence head Northwest along the Southwest R.O.W. line of Margaret Street to its point of intersection with the centerline of 3rd Street, thence Northeast along the centerline of 3rd Street to the Northeast R.O.W. line of Margaret Street, the point of beginning of the exclusion.

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE SALE AND TRANSFER
OF MUNICIPALLY OWNED REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

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

Part of Block 2 and part of Lot 1A of Block 2 of a Resubdivision of Riverway Business Park recorded as Document Number 9800686 and part of a Frontage Road Vacation recorded as Document Number 200000018266 all being a part of the West Half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian in Tazewell County, Illinois being further described as follows:

All of Block 2 and a part of the vacated Frontage Road South of Lot 3 except Lots 1, 2 and 3 of Block 2 being further described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 2, said point being on the East line of Block 2 the curved West right-of-way line of Riverway Drive said curve being to the right and having a radius of 1020.00 feet and its center located South 54 Degrees 18 Minutes 38 Seconds West from said point, thence Southeasterly along the arc of said curved West right-of-way and East block line a distance of 636.04 feet; thence South 0 Degrees 02 Minutes 18 Seconds West along said West right-of-way and East block line a distance of 173.80 feet to a point on a curve to the right said curve having a radius of 15.00 feet and its center located North 89 Degrees 57 Minutes 42 Seconds West from said point; thence Southwesterly along the arc of said curved West right-of-way line and East block line a distance of 23.56 feet to a point on the North right-of-way line of Hanna Drive and the South line of Block 2; thence North 89 Degrees 59 Minutes 17 Seconds West along said North right-of-way and South block line a distance of 1445.56 feet to a point on the West line of the vacated Frontage Road; thence North 0 Degrees 39 Minutes 44 Seconds East along said West line of vacated Frontage Road a distance of 50.00 feet to a point on a curve to the left

said curve having a radius of 300.00 feet and its center located North 89 Degrees 20 Minutes 16 Seconds West from said point; thence Northwesterly along the arc of said curved West line of the vacated Frontage Road a distance of 151.61 feet to a point on a reverse curve to the right said curve having a radius of 300.00 feet and its center located North 61 Degrees 42 Minutes 26 Seconds East from said point; thence Northwesterly along the arc of said curved West line of the vacated Frontage Road a distance of 151.61 feet; thence North 0 Degrees 39 Minutes 44 Seconds East along said West line of the vacated Frontage Road a distance of 246.48 feet to a point on a curve to the right said curve having a radius of 300.00 feet and its center located South 89 Degrees 20 Minutes 16 Seconds East from said point; thence Northeasterly along the arc of said curved West line of the vacated Frontage Road a distance of 102.17 feet to a point at the Southwest corner of Lot 3 of Block 2; thence South 89 Degrees 58 Minutes 33 Seconds East along the South line of said Lot 3 a distance of 638.48 feet to a point at the Southeast corner of Lot 3; thence North 0 Degrees 01 Minutes 27 Seconds East along the East line of said Lot 3 a distance of 108.27 feet to a point at the Southwest corner of Lot 1 of Block 2; thence South 89 Degrees 01 Minutes 42 Seconds East along said South line of Lot 1 a distance of 680.51 feet to the Point of Beginning, containing 25.02 acres, more or less.

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

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the question of the sale of said real estate and was advertised in the Peoria Journal Star, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on February 25, 2006; and

WHEREAS, the City of Pekin and WINPAK HEAT SEAL CORPORATION, a Delaware Corporation ("Winpak") have negotiated a Contract for Private Development (attached hereto as Exhibit A and incorporated herein by this reference) wherein Winpak is to acquire the Property for the sum of \$350,280; and

WHEREAS, The City of Pekin and Winpak previously entered into a contract for the sale of different parcel of land, and both the City of Pekin and Winpak, pursuant to this agreement, wish to terminate that contract and supercede it with the contract attached; and

WHEREAS, after said public hearing on March 13, 2006, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into said Contract for Private Development and sell the Property to Winpak, pursuant to the terms and conditions of said Contract for Private Development; and

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

SECTION I. That the City of Pekin finds as facts the recitals herein above set forth.

SECTION II. That the Contract for Private Development attached hereto as Exhibit A is hereby approved and the City of Pekin sell to Winpak the following described real estate:

Part of Block 2 and part of Lot 1A of Block 2 of a Resubdivision of Riverway Business Park recorded as Document Number 9800686 and part of a Frontage Road Vacation recorded as Document Number 200000018266 all being a part of the West Half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian in Tazewell County, Illinois being further described as follows:

All of Block 2 and a part of the vacated Frontage Road South of Lot 3 except Lots 1, 2 and 3 of Block 2 being further described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 2, said point being on the East line of Block 2 the curved West right-of-way line of Riverway Drive said curve being to the right and having a radius of 1020.00 feet and its center located South 54 Degrees 18 Minutes 38 Seconds West from said point, thence Southeasterly along the arc of said curved West right-of-way and East block line a distance of 636.04 feet; thence South 0 Degrees 02 Minutes 18 Seconds West along said West right-of-way and East block line a distance of 173.80 feet to a point on a curve to the right said curve having a radius of 15.00 feet and its center located North 89 Degrees 57 Minutes 42 Seconds West from said point; thence Southwesterly along the arc of said curved West right-of-way line and East block line a distance of 23.56 feet to a point

on the North right-of-way line of Hanna Drive and the South line of Block 2; thence North 89 Degrees 59 Minutes 17 Seconds West along said North right-of-way and South block line a distance of 1445.56 feet to a point on the West line of the vacated Frontage Road; thence North 0 Degrees 39 Minutes 44 Seconds East along said West line of vacated Frontage Road a distance of 50.00 feet to a point on a curve to the left said curve having a radius of 300.00 feet and its center located North 89 Degrees 20 Minutes 16 Seconds West from said point; thence Northwesterly along the arc of said curved West line of the vacated Frontage Road a distance of 151.61 feet to a point on a reverse curve to the right said curve having a radius of 300.00 feet and its center located North 61 Degrees 42 Minutes 26 Seconds East from said point; thence Northwesterly along the arc of said curved West line of the vacated Frontage Road a distance of 151.61 feet; thence North 0 Degrees 39 Minutes 44 Seconds East along said West line of the vacated Frontage Road a distance of 246.48 feet to a point on a curve to the right said curve having a radius of 300.00 feet and its center located South 89 Degrees 20 Minutes 16 Seconds East from said point; thence Northeasterly along the arc of said curved West line of the vacated Frontage Road a distance of 102.17 feet to a point at the Southwest corner of Lot 3 of Block 2; thence South 89 Degrees 58 Minutes 33 Seconds East along the South line of said Lot 3 a distance of 638.48 feet to a point at the Southeast corner of Lot 3; thence North 0 Degrees 01 Minutes 27 Seconds East along the East line of said Lot 3 a distance of 108.27 feet to a point at the Southwest corner of Lot 1 of Block 2; thence South 89 Degrees 01 Minutes 42 Seconds East along said South line of Lot 1 a distance of 680.51 feet to the Point of Beginning, containing 25.02 acres, more or less.

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

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

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

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

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE SALE AND TRANSFER
OF MUNICIPALLY OWNED REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

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

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All of Block 2 and a part of the vacated Frontage Road South of Lot 3 except Lots 1, 2 and 3 of Block 2 being further described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 2, said point being on the East line of Block 2 the curved West right-of-way line of Riverway Drive said curve being to the right and having a radius of 1020.00 feet and its center located South 54 Degrees 18 Minutes 38 Seconds West from said point, thence Southeasterly along the arc of said curved West right-of-way and East block line a distance of 636.04 feet; thence South 0 Degrees 02 Minutes 18 Seconds West along said West right-of-way and East block line a distance of 173.80 feet to a point on a curve to the right said curve having a radius of 15.00 feet and its center located North 89 Degrees 57 Minutes 42 Seconds West from said point; thence Southwesterly along the arc of said curved West right-of-way line and East block line a distance of 23.56 feet to a point on the North right-of-way line of Hanna Drive and the South line of Block 2; thence North 89 Degrees 59 Minutes 17 Seconds West along said North right-of-way and South block line a distance of 1445.56 feet to a point on the West line of the vacated Frontage Road; thence North 0 Degrees 39 Minutes 44 Seconds East along said West line of vacated Frontage Road a distance of 50.00 feet to a point on a curve to the left

said curve having a radius of 300.00 feet and its center located North 89 Degrees 20 Minutes 16 Seconds West from said point; thence Northwesterly along the arc of said curved West line of the vacated Frontage Road a distance of 151.61 feet to a point on a reverse curve to the right said curve having a radius of 300.00 feet and its center located North 61 Degrees 42 Minutes 26 Seconds East from said point; thence Northwesterly along the arc of said curved West line of the vacated Frontage Road a distance of 151.61 feet; thence North 0 Degrees 39 Minutes 44 Seconds East along said West line of the vacated Frontage Road a distance of 246.48 feet to a point on a curve to the right said curve having a radius of 300.00 feet and its center located South 89 Degrees 20 Minutes 16 Seconds East from said point; thence Northeasterly along the arc of said curved West line of the vacated Frontage Road a distance of 102.17 feet to a point at the Southwest corner of Lot 3 of Block 2; thence South 89 Degrees 58 Minutes 33 Seconds East along the South line of said Lot 3 a distance of 638.48 feet to a point at the Southeast corner of Lot 3; thence North 0 Degrees 01 Minutes 27 Seconds East along the East line of said Lot 3 a distance of 108.27 feet to a point at the Southwest corner of Lot 1 of Block 2; thence South 89 Degrees 01 Minutes 42 Seconds East along said South line of Lot 1 a distance of 680.51 feet to the Point of Beginning, containing 25.02 acres, more or less.

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

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the question of the sale of said real estate and was advertised in the Peoria Journal Star, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on February 25, 2006; and

WHEREAS, the City of Pekin and WINPAK HEAT SEAL CORPORATION, a Delaware Corporation ("Winpak") have negotiated a Contract for Private Development (attached hereto as Exhibit A and incorporated herein by this reference) wherein Winpak is to acquire the Property for the sum of \$350,280; and

WHEREAS, The City of Pekin and Winpak previously entered into a contract for the sale of different parcel of land, and both the City of Pekin and Winpak, pursuant to this agreement, wish to terminate that contract and supercede it with the contract attached; and

WHEREAS, after said public hearing on March 13, 2006, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into said Contract for Private Development and sell the Property to Winpak, pursuant to the terms and conditions of said Contract for Private Development; and

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

SECTION I. That the City of Pekin finds as facts the recitals herein above set forth.

SECTION II. That the Contract for Private Development attached hereto as Exhibit A is hereby approved and the City of Pekin sell to Winpak the following described real estate:

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Beginning at the Southeast corner of Lot 1 of said Block 2, said point being on the East line of Block 2 the curved West right-of-way line of Riverway Drive said curve being to the right and having a radius of 1020.00 feet and its center located South 54 Degrees 18 Minutes 38 Seconds West from said point, thence Southeasterly along the arc of said curved West right-of-way and East block line a distance of 636.04 feet; thence South 0 Degrees 02 Minutes 18 Seconds West along said West right-of-way and East block line a distance of 173.80 feet to a point on a curve to the right said curve having a radius of 15.00 feet and its center located North 89 Degrees 57 Minutes 42 Seconds West from said point; thence Southwesterly along the arc of said curved West right-of-way line and East block line a distance of 23.56 feet to a point

on the North right-of-way line of Hanna Drive and the South line of Block 2; thence North 89 Degrees 59 Minutes 17 Seconds West along said North right-of-way and South block line a distance of 1445.56 feet to a point on the West line of the vacated Frontage Road; thence North 0 Degrees 39 Minutes 44 Seconds East along said West line of vacated Frontage Road a distance of 50.00 feet to a point on a curve to the left said curve having a radius of 300.00 feet and its center located North 89 Degrees 20 Minutes 16 Seconds West from said point; thence Northwesterly along the arc of said curved West line of the vacated Frontage Road a distance of 151.61 feet to a point on a reverse curve to the right said curve having a radius of 300.00 feet and its center located North 61 Degrees 42 Minutes 26 Seconds East from said point; thence Northwesterly along the arc of said curved West line of the vacated Frontage Road a distance of 151.61 feet; thence North 0 Degrees 39 Minutes 44 Seconds East along said West line of the vacated Frontage Road a distance of 246.48 feet to a point on a curve to the right said curve having a radius of 300.00 feet and its center located South 89 Degrees 20 Minutes 16 Seconds East from said point; thence Northeasterly along the arc of said curved West line of the vacated Frontage Road a distance of 102.17 feet to a point at the Southwest corner of Lot 3 of Block 2; thence South 89 Degrees 58 Minutes 33 Seconds East along the South line of said Lot 3 a distance of 638.48 feet to a point at the Southeast corner of Lot 3; thence North 0 Degrees 01 Minutes 27 Seconds East along the East line of said Lot 3 a distance of 108.27 feet to a point at the Southwest corner of Lot 1 of Block 2; thence South 89 Degrees 01 Minutes 42 Seconds East along said South line of Lot 1 a distance of 680.51 feet to the Point of Beginning, containing 25.02 acres, more or less.

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

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

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

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

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK