City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF MONDAY, FEBRUARY 22, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty Dunn

III. ROLL CALL
Clerk to Call the Roll.

IV. APPROVAL OF AGENDA
ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: *Motion to approve minutes of Regular Council Meeting of Monday, February 8, 2010 and The Budget Work Session of Monday, February 8, 2010*

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. Speakers will be limited to 3 minutes.

VII. CONSENT AGENDA

1. **Receive and File Monthly Reports and Minutes:** Fire Department January 2010 and December 2009 Reports, Electrical Commission Minutes February 4, 2010, Traffic Safety Committee Minutes February 5, 2010, and Mayor's Advisory Committee for Persons With Disabilities Minutes January 14, 2010.
2. **Proclamation:** Red Cross Month March 2010
3. **Receive and File** Zoning Board of Appeals Minutes dated February 10, 2010

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

Quarterly Investment Report
DESCRIPTION: *A general explanation of fund balance.*

PRESENTATION: *Treasurer Jim Wolf*

ACTION: *No action to be taken.*

Public Hearing
DESCRIPTION: *purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the abandonment and vacation of right-of-way in exchange for right-of-way on like property.*

ACTION: *under New Business item to adopt the ordinance.*

IX. NEW BUSINESS

1. **Ordinance No. 2608-09/10 – Abandoning and Vacating a Right-of-Way in Exchange for a Right-of-Way on Like Property** **(DK)**
   DESCRIPTION: *24 foot wide parcel of City right-of-way easement to Velde-Sauers Land Trust in exchange for dedication of alternate right-of-way to the City for utilization by Velde Truck Center on Route 29.*

   ACTION: *Motion to adopt the Ordinance.*

2. **Intergovernmental Agreement for Transit Services** **(GR)**
   DESCRIPTION: *Greater Peoria Mass Transit District (GPMTD) 3 year contract for the operation of Pekin's city bus service with 2 option years. This includes a third bus and expanded hours of operation.*

   ACTION: *Motion to approve the Agreement in the local share amount of $85,348.00 for year one.*

3. **Intergovernmental Agreement with North Pekin** **(BD)**
   DESCRIPTION: *Mutual agreement establishes areas that will be annexed to Pekin and North Pekin respectively.*

   ACTION: *Motion to approve the agreement.*

4. **Ordinance No. 2609-09/10 – Providing for Execution of an Agreement to Purchase and the Purchase of Real Property by the City of Pekin** **(DK)**
   DESCRIPTION: *Acquisition of 201 Broadway for business expansion of the Downtown/Riverfront Tax District in an amount not to exceed $50,000.00.*

   ACTION: *Motion to adopt the Ordinance.*

5. **Ordinance No. 2610-09/10 – Amending Velde Drive Street Construction and Cost Sharing Agreement**
   DESCRIPTION: *new re-payment schedule to amend 2006 agreement with Heartland Contractors for lots sold fronting Velde Drive.*

   ACTION: *Motion to adopt the Ordinance.*

6. **Farnsworth Agreement** **(JW)**
DESCRIPTION: *Annual agreement for professional engineering services. Provides as project needs Are identified throughout the year a task order scope letter and cost estimate would be sent for City approval.*

ACTION: *Motion to approve the agreement.*

7. **Farnsworth Task Order – First Flush Study** **(JW)**
DESCRIPTION: *approval of the agreement to cover the cost for Farnsworth to compile data, create charts and tables showing flow and contaminants and write report to the IEPA .*

ACTION: *Motion to approve the order in the amount not to exceed $16,574.00.*

8. **City Policy No. 16-09/10 – Paid Commission of City Owned Property including Riverway Business Park** **(SB)**
DESCRIPTION: *Provides for an incentive to local real estate companies by paying a commission for the sale of city owned property, including Riverway Business Park.*

ACTION: *Motion to adopt the policy.*

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION
5 ILCS 120/2 (c) c) 2.
Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

ACTION: *Motion to move to Executive Session.*

VOTE REQUIRED

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

NO VOTE REQUIRED

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, FEBRUARY 8, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, KORTKAMP, SCHMIDGALL, STRAND AND DUNN

ABSENT: BARRA

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

Roll was called and all Council Members were present except Council Member Barra. A quorum was present.

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

MINUTES
Motion by Council Member Blanchard, **seconded by Council Member Abel,** that the **minutes of the Regular City Council Meeting of January 25, 2010 be approved as written.** On roll call vote, all present voted Aye.

There was no Public Input.

CONSENT AGENDA
Motion by Council Member Strand, seconded by Council Member Kortkamp, that the Consent Agenda be approved as presented.
Mayor Dunn read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Building Department, Inspections & Zoning Reports, November 2009, December 2009, and January 2010; Liquor Commission approved minutes dated December 17, 2009 and unapproved minutes dated January 28, 2010; Animal Control January 2010; and Police Report January 2010.

2. **Charitable Solicitation:** "Hardcore Jeremy Benefit", February 13, 2010
   "Alicia Bays" – collection cans

3. **Resolution No. 33-09/10 -** Regarding Minutes of Executive Session Meetings.

On roll call vote, all present voted all present voted Ayes.

COMMUNICATIONS PRESENTATION
Chief Kurt Nelson provided overview of the **Fire Department'**s accomplishments over the past year. From the **Year-End Report** he presented slides of the endeavors of different services of the department

- Training
- Emergency Medical
- Technical Rescue
- Hazardous Materials
- Fitness and Wellness Initiatives
- Fire Prevention

Attorney Burt Dancey briefed Council on the changes to the **Freedom of Information Request Act** effective January 1, 2010.

- Act created Public Access Counselor
- Must designate one or more official FOIR Officers
- Must complete on-line training and registration
- Public body has 5 days instead of 7 business days to respond
- Fee waived for first 50 pages - $.15 each additional page
- Commercial purpose request allowed with 21 day response – fee limitation not applicable
- Electronic communications part of public record
- Documents held by contractors subject to FOIR
- Little impact to Pekin practices

NEW BUSINESS

Motion by Council Member Blanchard, seconded by Council Member Strand, that the **5 YEAR LEASE WITH ILLINOIS DEPARTMENT OF NATURAL RESOURCES for property along Route 29 for Pekin Welcome Sign**, **be approved.** Public Works Director Joe Wuellner presented the 5 year extension of a 2005 lease of property at Pekin Lake. He stated that the land was originally leased for $75.00 per year to construct the welcome signage on the north end of town. IDNR did not charge a renewal fee. On roll call vote, Ayes, Schmidgall, Kortkamp, Abel, Strand, Blanchard, and Dunn. Absent Barra. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Schmidgall, that the **CONTRIBUTION TO 2010 MARCH MADNESS EXPERIENCE from Tourism Fund in the amount not to exceed $5,000, be approved**. Economic Development Coordinator Steve Brown spoke on the recommendation of the Tourism Committee to fund the event as a regional partnership of the IHSA Boys Basketball Tournament. Mayor Dunn stated area municipalities had contributed as well. The event would not gain Pekin a lot of "heads in beds" but would benefit from the advertising/marketing opportunities. Member Strand requested to go on record as philosophically opposed to the city being a corporate sponsor but stated March Madness was a great event. Council Member Schmidgall spoke in support based on the fact that tourism line item balance was limited to funding such purposes. On roll call vote, Ayes, Schmidgall, Kortkamp, Abel, and Dunn; Nays, Strand and Blanchard. Absent Barra. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Director of Solid Waste Greg Ranney informed the public that there would be no garbage collection on the holiday, February 15 Presidents Day.

City Manager Dennis Kief announced that effective 10 P.M. due to the anticipated snow accumulation the City of Pekin would enforce a Parking Ban on only the City's designated Snow Routes.

EXECUTIVE SESSION

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that the Council move to Executive Session at 6:20 p.m. to discuss

5 ILCS 120/2 (c) 2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, **5 ILCS 120/2 (c) 11.** Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent. **5 ILCS 120/2 (c) 5.** The purchase or lease of real property for use of the public body, and **5 ILCS 120/2 (c) 6.** The setting of a price for sale or lease of property owned by the public body.

On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 6:55 P.M.

Sue E. McMillan
City Clerk

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PROCEEDINGS OF A SPECIAL WORK SESSION
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
ON MONDAY, FEBRUARY 8, 2010 AT 4:00 O'CLOCK P.M.
MAYOR RUSTY L. DUNN PRESIDING

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

ABSENT: NONE

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Council set a work session to discuss with staff the FY 2011 Budget. Notice was properly posted and Council received the agenda of a special meeting on Thursday, February 4, 2010.

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

Roll was called and all Council Members were present.

Mayor Dunn opened the meeting noting the purpose was to identify any questions Council Members might have on the projected figures that had been given to the Council and ways to move ahead with the Budget process.

City Manager Dennis Kief indicated that thoughts and questions Council Member Schmidgall suggested that staff be prepared to answer on Sunday had all been answered and also distributed to all Council Members. Council Member Kortkamp had also received explanations to her concerns after narratives by each department head were furnished the Council.

The Mayor then asked each Council Member to respond to the proposed budget as presented having a deficit of $521,083 with the possibility of utilizing reserves only if necessary to "balance." He anticipated the differential would be reduced by factors such as overly conservative estimates on volatile revenues or sales from city owned property.

Council Members Kortkamp, Abel, Barra spoke in support of the proposal and had no further questions. Council Member Schmidgall was given public answers to earlier questions. The following were discussed:

- Removal of the line item for a Finance Director
- Funding a sergeant position in the police department
- Funding street superintendent
- Projected plan for the airport and its budget ramifications

Council Member Blanchard felt that there could be a better projection of revenues by waiting to adopt the budget which was not mandatory until the end of the fiscal year April 30, 2010. City Manager advised of the downside of waiting and running into deadlines. Treasurer Jim Wolf noted Sales, Home, and Motor Fuel tax revenues were on a slight upward trend but felt conservative estimates for FY 2011 were appropriate.

The Councilman then questioned the need for purchasing 6 busses. Director of Public Property Greg Ranney explained the average years of used busses, safety matters, and requirement in the school contracts to maintain 10 year average life of the bus fleet. Fire Chief Kurt Nelson explained the increased cost that would occur in postponing the purchase of a rescue truck. An ATV purchase for the department was questioned. Council was told the department shares region wide, a MABAS all terrain vehicle. Public Works Director Joe Wuellner advised there were significant street repairs needed for sections of Barney and Vogel going to Wendy's, CEFCU, and Staples. He also explained the Stormwater account existed to track existing stormwater work, street sweeping, and ditch maintenance required by EPA and handled by the Street Department. Mandates would be coming to treat stormwater. There was no funding mechanism at this time. Council Member Blanchard felt there was a need to consider implementing the stormwater fee before the budget was adopted to fund stormwater.

Council Member Strand expressed appreciation for the questions, answers to them, and the discussion of the budget. She supported the presented budget plan but felt the need to get it done before March so the department heads could move forward with plans.

It was the general consensus of Council to place the FY 2011 Budget Resolution on the March 22, 2010 Council Meeting agenda for adoption.

Council took no action. No other business to come before the Council, meeting was adjourned.

COUNCIL ADJOURNED AT 5:15 P.M.

Sue E. McMillan
City Clerk

February 8, 2010

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

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department January 2010 report, plus a summary of December 2009.

Kurt Nelson
Fire Chief
City of Pekin Fire Department

During the month of January 2010 the Pekin Fire Department responded to 367 calls, total dollar loss was $29,702.00.

During the month of January 2010, (approximately 74.52%) were emergency medical calls, 94 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

During the month of December 2009 the Pekin Fire Department responded to 334 calls, total dollar loss was $1,300.00.

During the month of December 2009, (approximately 72.45%) were emergency medical calls, 92 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and false alarms.

On January 2, 2010 Fire Fighters responded to a dryer fire at 1300 S. 2nd Street (Aventine). Upon arrival TWR 3 assumed command with steam showing. Contacted plant personnel and they stated fire in Cyclone A and that snuff steam was shut off and now applying snuff steam. Steam applied for approximately 10 minutes after which FF Coats and Tatum applied water through 2 access panels on Cyclone A. After one hour of handline operations fire suppression activities completed at 0930. At 0935 F3 and E2 released from scene. L1 sent to standby at the park when en route and remained at the park for duration of the incident. TWR3 and E3 remained on scene until plant personnel confirmed no fire remaining. All units cleared at 0945. Property and value loss estimates unknown. Factors contributing: Snuff steam line was shut off and plant personnel initially unaware which delayed application of steam. Warming facilities provided for fire crews in F3 vehicle and E3. All units clear.

On January 2, 2010 Fire Fighters responded to a house filling with smoke at 336 Prince Street. Upon arrival nothing showing. Further investigation revealed water heater that was venting out pressure relief valve. Water heater turned to off, thermostat on water heater turned to lowest setting, and gas line shut off to water heater only. Occupant states that she was cleaning as this was her last day to move out. Occupant did not have the contact information for property owner, but stated that she had it with the rest of her belongings. Advised occupant to contact property owner and advise him of the situation. She acknowledged and stated she would. Contacted Tazcom by phone and advised them to leave message for city inspections department about the incident for proper follow up. Approximate dollar loss was $500.00

On January 16, 2010 Fire Fighters responded to a dumpster fire in the parking lot at 324 Buena Vista. Upon arrival found smoke issuing from the dumpster, which was not near any exposures. Extinguished the fire using tank water flowing from a booster line. Approximate dollar loss was $100.00.

On January 17, 2010 Fire Fighters responded to a structure fire at 806 Summer Street. Upon arrival found heavy smoke coming from the eves of the building and fire coming out the back porch and out the basement windows on the northeast side of the building. The crews from tower 3 put water in the window of the basement and the window of the kitchen. E2 then made entry through the front door and controlled the fire. Truck 1 vented the roof no fire in attic. Approximate dollar loss was $16,000.00.

On January 27, 2010 Fire Fighters responded to a car fire at 436 Court Street. Upon arrival E3-3 reported a fully involved SUV. E3-3 personnel stretched a 1 ¾” hose line with a combination fog nozzle. We approached the vehicle from the passenger front door, and knocked the majority of the fire down. We repositioned the hoseline to the front of the vehicle to get out of the smoke. We then repositioned the hoseline to the driver’s side door to complete extinguishment. Capt. Heisel was reaching through the smoke trying to find the hood release latch. As some of the smoke started to clear, Capt. Heisel found an occupant in the driver’s seat leaning toward the passenger seat. The victim was badly burned and fatally injured. F3 was notified to respond to the scene, and F3 then called for F1. A tarp was placed over the vehicle to provide privacy. Approximate dollar loss was $10,500.00.

On January 29, 2010 Fire Fighters responded to a fire in the bathroom at 948 Edgewater Drive. Upon arrival occupant indicated that there was a fire in the upstairs restroom. Smoke was noted from door of the split foyer of a 3 unit apartment complex. Smoke was encountered on upper floor of middle unit. Upon entry into bathroom, fire was located and extinguished with a 1 ¾" hose line. Area was overhauled and checked for extension. Unit was ventilated with a PPV fan.

Checked area for cause and origin. Fire originated on floor between the toilet and bathtub. Fire load consisted of a trash can, scale, and a basket of towels. No electrical devices or outlets in the area. Noted melted wax within burned debris. Interviewed occupant, she indicated that she smoked, however had not been smoking in upper bathroom. Questioned occupant about candles, she indicated that she had a flameless candle in bathroom. She stated that she had a candle in the bedroom that she extinguished, with additional questioning occupant indicated that she blew candle out and disposed of it in the bathroom trash can. Fire originating within the trash can is consistent with improper disposal of candle. Approximate dollar loss was $2,600.00.

Total calls for the month of January was 367 and are as follows:

Fires	9
Rescue and EMS	273
Hazardous Materials	8
Other types of calls	77

Total dollar loss for the month of January was $29,702.00.

Total calls for the month of December 2009 was 334 and are as follows:

Fires	8
Rescue and EMS	242
Hazardous Materials	11
Other types of calls	73

Total dollar loss for the month of December was $1,300.00.

This is a brief overview of January 2010 and December 2009' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Kurt R. Nelson
Fire Chief
Pekin Fire Department

McMillan, Sue

From: Reeder, Mark

Sent: Friday, February 05, 2010 12:17 PM

To: McMillan, Sue

Subject: Electrical Commission 2-4-2010

Electrical Commission
Minutes
2-4-2010

The Electrical Commission of The City of Pekin meet on Thursday, February 4th 2010.

Present at the meeting were Mr. Mike Fisher, Mr. Harold Lard, Mr. Ed Ghelardini and Mr. Mark Reeder.

The Commission interviewed Mr. James Lacock about his application to take the electrical contractor exam. After the interview the commission decided Mr. Lacock meet the qualifications necessary to take the Exam. Mr. Reeder will notify Mr. Lacock of his eligibility.

Other discussion.

Mr. Lard and Mr. Fisher ask if there was any final cause of the fire at the Holiday Inn.
Mr. Reeder explained that the only information was that the expected cause of the fire
was the transformers for the sign on the building.

As of this time the two Contractor applicants sent to the International Code Council in August 2009 for the exam have not taken the exam. They are still on the eligibility list.

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
FEBRUARY 5, 2010 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Denny Kief, Ted Miller, Tim Gillespie, Will Taylor. Also present: Tammy Martin, Lee Ann Wrhel.

Old Business:

1. *Pedestrian Crossing – Parkway @ Coal Miners*
   Joe will order a new traffic light for this location to help with the safety issue surrounding the pedestrian crossing. The light will control traffic in both directions on Parkway. The light will have 2 red lights and 1 yellow light on each side. The yellow light will flash all the time. When the light is activated by a pedestrian, the yellow light will go to solid and the red lights will come on. The new light will be installed in the same spot as the one that is currently in place. The total cost of the new light will be about $5,000. It will be very important to get the word out to the community. There was a suggestion to put up “Be Prepared to Stop” signage.

New Business:

1. *Fire Hydrant Locations*
   Tammy Martin, Parking Enforcement, attended the meeting to discuss fire hydrant locations. Joe will go out and review fire hydrant locations.

2. *Curb Painting*
   This item was discussed and it was decided to not get back into painting curbs due to the high maintenance costs.

3. *Orchard – “No Parking” one side*
   Steve Graves, 116 Orchard, attended the meeting to voice his concern with the parking restriction on the east side of his street (the side he lives on). He questioned why this was done. It was explained to him that the committee had been put to the task of reviewing streets of substandard widths for safety reasons. He requested a copy of the ordinance regarding streets. Joe will get that information to him.

4. *402 S. 7th St. – Handicapped Space*
   The resident will be given the form to have signed by a doctor to request a handicapped placard for his vehicle. The 2-hour parking restriction does not apply to vehicles with handicapped placards. With a handicapped license plate, there are no parking restrictions. A sign for a handicapped parking space can be used by anyone who qualifies to park in the space.

<u>Around the Table</u>

Nothing can be done to keep people from parking in front of mailboxes. For safety reasons mandated by the USPS, mail carriers are not to dismount from their vehicle to deliver mail on a curb delivery route. Joe will contact the citizen who voiced a concern.

Tim presented a concern he received from a citizen regarding a vehicle that routinely parks on the curve in the 2000 block of Highwood. When the vehicle is there, it is a safety concern for other drivers. The Police Department will monitor the situation and it will be discussed at the next Traffic Safety meeting.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING MARCH 5, 2010 @ 8:30 A.M.

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
January 14, 2010; 4:00 pm

Present: L. Holbrook, C. Meskiman, J. Deford, R. Davis, T. Helm, P. Martin, N. Bosley, P. Anderson, V. Bass, G. Nelson, K. Nelson, G. Ranney & S. Thompson

I. Approval of the November minutes – L. Holbrook 1st; R. Davis 2nd - approved

II. Guest speaker – City of Pekin Police and Fire Departments (training and parking Enforcement)

   A. S. Thompson from TPCCC dispatches for 34 departments (police, fire and medical); ~ 90,000 population area; upcoming text capability; interaction with ADA population on a daily basis

   B. G. Nelson (Police Department); 56 police officers on a full service 24/7 basis; police are more involved with medical calls

   C. K. Nelson (Fire Department): intermediate life support; confined space / heights; fire safety; 53 people on fire department; majority EMS calls - ~4,100 a year; 120-130 structure fires a year

   D. C. Meskiman inquired about the file for life being within the system – County responsible for entering

   E. Training –

      1. Fire – medical assistance
      2. Police – Police academy awareness training (diabetics – appear drunk/intoxicated)
      3. Dispatch – St. Francis protocol
      4. T. Helm had question for Police on emergency calls for hearing impaired individuals – 1st resource is someone with the hearing impaired individual; 1 or 2 officers have training; have resorted to pen and paper; Law – licensed signed interpreter if requested;
      5. business cards exchanged with S. Thompson to provide names / contacts and he will put in dispatch system so all 34 departments have access to this resource

Next meeting: February 11, 2010 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
January 14, 2010; 4:00 pm

F. P. Martin asked if County jail was ADA accessible (City staff will check on this and report back at Feb. meeting. City staff believes it is, but will check for sure)

G. L. Holbrook asked how often group homes / ADA population utilize police for crisis management and how is this handled? G. Nelson responded that the Police Dept. want to use available existing group home staff resources first and are more of a presence than anything else. L. Holbrook offered to speak with fire and police departments – cards exchanged.

H. Parking Enforcement discussion will occur in February due to time constraints.

III. Old business –

A. City-link / Public Transportation Committee update – areas of discussion at ad hoc Public Transportation meeting – bus timeliness is always an issue of keeping buses on time with the deviation of routes with fixed routes; route changing will wait 90 days so we get an idea of 3rd bus impact; signage of bus routes; new shelter near Cefcu area; communicate changes through channel 22 and City web site; February and March should receive 2 new buses

IV. Around the table

A. T. Helm inquired about the disability awareness sub-committee meeting – last week in February?

B. J. Deford asked about clearing snow from sidewalks? City staff will check with inspections. He also asked about a bike safety program.

Next meeting: February 11, 2010 at 4:00 pm

C. February 12th at 4pm there is a Coalition meeting in the Council Chambers

D. P. Martin asked about liability and asked that it be brought up at a City staff meeting.

V. Adjourn – P. Martin 1st; C. Meskiman 2nd

WHEREAS, the American Red Cross Central Illinois Chapter has been recently recognized by the American Red Cross as a Highly Performing Chapter, for being one of the leading chapters in the nation; and

WHEREAS, the Central Illinois Chapter serves a large portion of Downstate Illinois, including Peoria, Tazewell, Woodford, Marshall, Mason, Stark, Champaign, Douglas, Piatt, and Vermilion counties; and

WHEREAS, this month is designated to recognize its volunteers, donors and board members for their contribution to disaster relief, service to the Armed Forces and health education.

NOW, THEREFORE, BE IT RESOLVED that I, RUSTY L. DUNN, Mayor, City of Pekin, Illinois, do hereby proclaim the month of March as

American Red Cross Month

ADOPTED, this 22nd day of February, in the Year of Our Lord, Two Thousand and Ten.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

Pekin Zoning Board of Appeals
February 10, 2010

Present:
Marilyn Kelso
Mary Lanane
Gary Sciortino, Vice Chairman
David Moehring, Chairman
Bob Barra

Absent:
Ron Boehm
Michael Walker

Staff Present: Ron Sieh, Joe Wuellner, Attorney Burt Dancey

David Moehring, Chairman led the pledge of allegiance.

David Moehring, Chairman called regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

David Moehring, Chairman asked for approval of the Agenda.

MOTION by Bob Barra seconded by Marilyn Kelso to approve the Agenda as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

David Moehring, Chairman asked for approval of the September '2009 Meeting Minutes.

MOTION by Marilyn Kelso seconded by Mary Lanane to approve the September 2009 Meeting Minutes as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

Correspondence: 6 Letters were sent out. No Response with the exception of (1) letter returned due to vacancy.

Hearing #1: Jason Fleming, Owner, a 100% variance for a 40' X 48' Garage Exceeding the Allowable 75% of the main floor square footage of the home, a 2' Height Variance Exceeding the height of the Home, a 20' variance closer than Allowed to the Property Line and a variance for a Front Yard Vinyl Coated Chain Link Fence Not Allowed and currently stated in the Zoning Code at 702 Grandview Avenue for personal use only in Tazewell County.

Open Public Hearing: 5:20PM

Jason Fleming stated his case explaining that with approval of request he would be taking the home he wishes to reside in off the market. His desire is to purchase the property, combine the lots and then add the Garage. He remained present for questions.

Ron Sieh used the Site Plan to explain the location of the all of the requests. The home that currently exists on the property will be removed and the sale is pending the decision of the Board tonight.

Bob Barra asked if he did work for other people.

Jason Fleming stated no. All of the equipment he needs to store is for personal use only.

Close Public Hearing: 5:25PM

MOTION by Bob Barra seconded by Mary Lanane to **Deny** the 100% variance request for a 40’X 48’ Garage exceeding the allowable 75% of the main floor square footage of the home for Personal Use Only. On roll call vote, all present voted **AYE**.

MOTION by Bob Barra seconded by Marilyn Kelso to **Approve** the variance request for a 2’ Garage Height Variance exceeding the height of the Home for Personal Use Only. On roll call vote, all present voted **AYE**.

MOTION by Mary Lanane seconded by Bob Barra to **Deny** the 20’ variance request for a Garage to be closer than allowed to the property line for Personal Use Only. On roll call vote, all present voted **AYE**.

MOTION by Gary Sciortino seconded by Bob Barra to Deny the variance request for a Front Yard Vinyl Coated Chain Link Fence Not Allowed in the current code. On roll call vote, all present voted **AYE**.

MOTION by Mary Lanane seconded by Bob Barra to adjourn the meeting. On roll call vote, all present voted **AYE**.

Meeting Adjourned at 5:35pm

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

LEGAL NOTICE ON HEARING TO ABANDON AND VACATE RIGHT-OF-WAY IN EXCHANGE FOR RIGHT-OF-WAY ON LIKE PROPERTY

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing on Monday, February 22, 2010, at 5:30 o'clock p.m. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the abandonment and vacation of a right-of-way in exchange for a right-of-way on like property described as follows:

Being part of the existing right of way of Velde Drive, being part of the E1/2, NW1/4, Section 26, T25N, R5W of the 3rd P.M., Tazewell County Illinois, further described as follows:

Commencing at an iron rod being the intersection of the easterly right of way of Illinois Route 29, and the northerly right of way of a 400 foot CILCO right of way. Thence N 16°47'46" E, along said easterly right of way Illinois Route 29, 283.80 feet to a concrete right of way monument. Thence S 73°12'14" E, along said easterly right of way Illinois Route 29, 51.00 feet to a mag nail being the Point of Beginning 1, (P.O.B.1). Thence N 18°28'25" E, along said easterly right of way Illinois Route 29, 23.90 feet to a mag spike. Thence S 73°12'05" E, 233.78 feet to a mag spike. Thence S 19°08'04" W, 23.90 feet to an iron rod being on the southerly right of way Velde Drive. Thence N 73°12'14" W, along said southerly right of way Velde Drive, 233.50 feet to the said Point of Beginning 1 (P.O.B.1). Tract 1A containing 0.128± acres more or less and subject to all existing easements and rights of way.

PIN #04-04-26-102-001

Commonly know as Velde Drive Right-of-Way

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 this 6th day of February, 2010.

Sue E. McMillan
City Clerk

REQUEST FOR COUNCIL ACTION

To: **Honorable Mayor and Members of the City Council**

CC: **Sue McMillan, City Clerk**

From: **Dennis Kief**

AGENDA ITEM: Ordinance Vacating and Trading Right-Of-Way for Similar Area

AGENDA DATE REQUESTED: February 22, 2010

ACTION REQUESTED: Authorization of the Ordinance

BACKGROUND: In 1987 Velde Drive Right-Of-Way was obtained for the Velde Drive that now extends from Illinois Route 29 East to Parkway Drive. Often more Right-Of-Way is acquired than is ultimately necessary to maintain. The primary reason for that is until a roadway is designed and constructed, you don't know exactly where that roadway will exist within the overall Right-Of-Way. In some cases the City may have justification to vacate some of that "excess" Right-Of-Way. That is the case with Velde Drive just east of Illinois Route 29. Some of that excess Right-Of-Way could be utilized by the Velde Truck Center as part of their area to display vehicles.

In 2006, the City acquired 43 acres of property that fronts on Illinois Route 29. Inasmuch as this property has development potential, most development is enhanced by having more than one access location. It is possible that Lakecrest Drive could be extended south of Velde Drive across some Ameren/CILCO property into the 43 acre site.

The recommendation is to vacate and trade 0.128 acres of excess Velde Drive Right-Of-Way (shown in yellow on attached plat) for 0.128 acres of privately owned property (shown in green on attached plat) that is intended to become Lakecrest Drive Right-Of-Way.

FINANCIAL IMPACT: NA

NEIGHBORHOOD CONCERNS: Potential better access to property

IMPACT IF APPROVED: Right-Of-Way Vacated and Traded for like area

IMPACT IF DENIED: City retains excess Right-Of-Way and Private property owner retains what would have been Lakecrest Right-Of-Way.

ALTERNATIVES: NA

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

REQUIRED SIGNATURES

Department Director	Darin Kraff	1/26/2010
		Date
Finance Department	Angela Evans	1-26-10
	(Certification of Availability of Funds)	Date
Corporation Counsel		
	(Certification of Review)	Date
City Manager	Darin Kraff	1/26/2010
		Date

ORDINANCE NO. ....

AN ORDINANCE ABANDONING AND VACATING A RIGHT-OF-WAY IN EXCHANGE FOR A RIGHT-OF-WAY ON LIKE PROPERTY

WHEREAS, Velde-Saurs Land Trust No. One, the owner of adjacent improved pieces of property identified as PIN #04-04-26-102-001 and PIN #04-04-26-102-006 , in the City of Pekin, Tazewell. County, Illinois, has requested the City of Pekin to abandon and vacate its interest in a 10 feet wide, right-of-way plotted on the northern boundary lines of the above mentioned parcels and described in Exhibit "A" attached hereto and incorporated herein by reference thereto; and

WHEREAS, Velde-Saurs Land Trust No. One has agreed to dedicate by deed and plat an alternative right-of-way over, across and through a part of property identified as PIN #04-04-26-102-006 and described in Exhibit "B" attached hereto and incorporated herein by reference thereto; and

WHEREAS, the Director of Public Works has researched the request of Velde-Saurs Land Trust No. One and determined that there are no adverse effects to the City by abandoning and vacating the City's interest in the right-of-way described in Exhibit "A"; and

WHEREAS, the Director of Public Works believes it is in the best interests of the City of Pekin to accept the request of Velde-Saurs Land Trust No. One to abandon and vacate said right-of-way set forth in Exhibit "A" upon the dedication of an alternative right-of-way described in Exhibit "B"; and

WHEREAS, the City Council of the City of Pekin, Illinois, has determined that no other property will be damaged if said right-of-way described in Exhibit "A" is abandoned and vacated; and

WHEREAS, the City Council of the City of Pekin deems it in the best interests of the City of Pekin to abandon and vacate said right-of-way easement described in Exhibit “A” provided that Velde-Saurs Land Trust No. One dedicates an alternative right-of-way to the City of Pekin as described in Exhibit "B".

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

1. That the public interest wi11 be served by the City of Pekin abandoning and vacating the right-of-way located on adjacent parcels, identified as PIN #04-04-26-102-001 and PIN #04-04-26-102-006, in the City of Pekin, Tazewell County, Illinois, and as described in Exhibit "A" attached hereto and incorporated herein by reference thereto.

2. That said abandonment and vacation is contingent upon Velde-Saurs Land Trust No. One granting an alternative right-of-way to the City of Pekin as set forth in Exhibit "B" attached hereto and incorporated herein by reference thereto.

3. 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, along with all exhibits, with the Recorder of Deeds of Tazewell County, Illinois; said diagram being attached hereto, marked for identification as Exhibit "C" and specifically made a part hereof by reference thereto.

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

5. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 22nd day of February, 2010; and upon roll call the vote was as follows:

AYES :

NAYS:

ABSENT:

ABSTAINING:

APPROVED this 22nd day of February, 2010.

____

MAYOR

ATTEST:

____

CITY CLERK

Exhibit A

Legal Description of Right-Of-Way Being Abandoned and Vacated:

Being part of the existing right of way of Velde Drive, being part of the E1/2, NW1/4, Section 26, T25N, R5W of the 3rd P.M., Tazewell County Illinois, further described as follows:

Commencing at an iron rod being the intersection of the easterly right of way of Illinois Route 29, and the northerly right of way of a 400 foot CILCO right of way. Thence N 16°47'46" E, along said easterly right of way Illinois Route 29, 283.80 feet to a concrete right of way monument. Thence S 73°12'14" E, along said easterly right of way Illinois Route 29, 51.00 feet to a mag nail being the Point of Beginning 1, (P.O.B.1). Thence N 18°28'25" E, along said easterly right of way Illinois Route 29, 23.90 feet to a mag spike. Thence S 73°12'05" E, 233.78 feet to a mag spike. Thence S 19°08'04" W, 23.90 feet to an iron rod being on the southerly right of way Velde Drive. Thence N 73°12'14" W, along said southerly right of way Velde Drive, 233.50 feet to the said Point of Beginning 1 (P.O.B.1). Tract 1A containing 0.128± acres more or less and subject to all existing easements and rights of way.

Exhibit B

Legal Description of Right-Of-Way Being Granted to the City of Pekin:

Being Pat of the E1/2, NW1/4, Section 26, T25N, R5W of the 3rd P.M., Tazewell County, Illinois, further described as follows:

Commencing at an iron rod being the intersection of the easterly right of way of Illinois Route 29, and the northerly right of way of a 400 foot CILCO right of way. Thence N 89°56'37" E, along said northerly line of CILCO right of way, 566.52 feet to an iron rod being the Point of Beginning 2, (P.O.B.2). Thence N 27°42'46" E., 76.64 feet to an iron rod being on the southerly right of way of Velde Drive. Thence S 62°17'14" E, along said southerly right of way Velde Drive, 145.55 feet to an iron rod being on the said northerly CILCO right of way. Thence S 89°56'37" W, along said northerly CILCO right of way, 164.50 feet to the said Point of Beginning 2, (P.O.B.2). Tract 2A containing 0.128± acres more or less and subject to all existing easements and rights of way.

Exhibit C

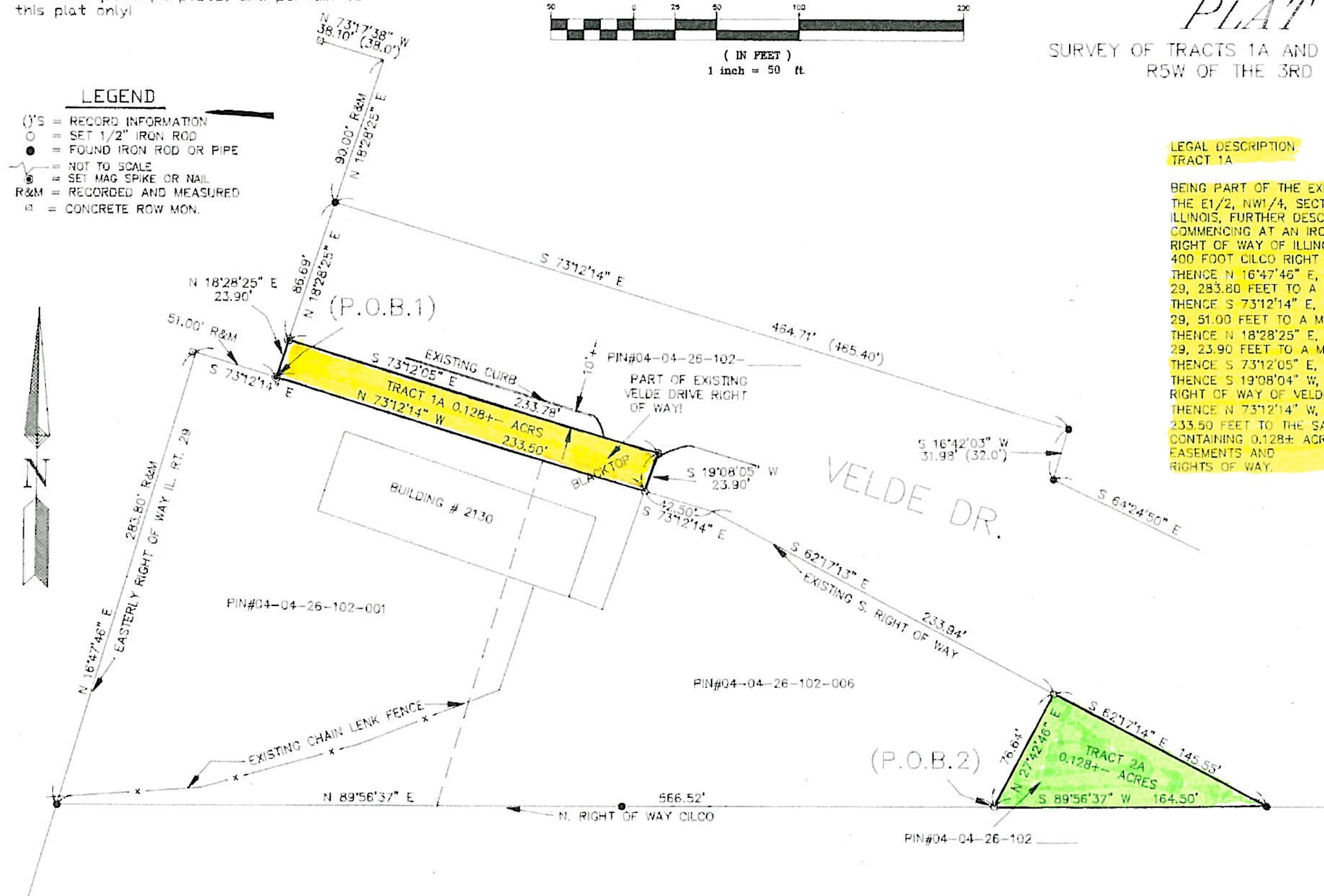
Note: Bearings shown hereon are assumed for descriptive purposes, and pertain to this plat only!

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

PLAT OF SURVEY

SURVEY OF TRACTS 1A AND 2A OF THE E1/2, NW1/4 SECTION 26, T25N, R5W OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS.



LEGAL DESCRIPTION
TRACT 1A

BEING PART OF THE EXISTING RIGHT OF WAY OF VELDE DRIVE, BEING PART OF THE E1/2, NW1/4, SECTION 26, T25N, R5W OF THE 3RD P.M., TAZEWELL COUNTY ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON ROD BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF ILLINOIS ROUTE 29, AND THE NORTHERLY RIGHT OF WAY OF A 400 FOOT CILCO RIGHT OF WAY.
THENCE N 16°47'46" E, ALONG SAID EASTERLY RIGHT OF WAY ILLINOIS ROUTE 29, 283.80 FEET TO A CONCRETE RIGHT OF WAY MONUMENT.
THENCE S 73°12'14" E, ALONG SAID EASTERLY RIGHT OF WAY ILLINOIS ROUTE 29, 51.00 FEET TO A MAG NAIL BEING THE POINT OF BEGINNING 1, (P.O.B.1).
THENCE N 18°28'25" E, ALONG SAID EASTERLY RIGHT OF WAY ILLINOIS ROUTE 29, 23.90 FEET TO A MAG SPIKE.
THENCE S 73°12'05" E, 233.78 FEET TO A MAG SPIKE.
THENCE S 19°08'04" W, 23.90 FEET TO AN IRON ROD BEING ON THE SOUTHERLY RIGHT OF WAY OF VELDE DRIVE.
THENCE N 73°12'14" W, ALONG SAID SOUTHERLY RIGHT OF WAY VELDE DRIVE, 233.50 FEET TO THE SAID POINT OF BEGINNING 1, (P.O.B.1). TRACT 1A CONTAINING 0.128± ACRES MORE OR LESS AND SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY.

STATE OF ILLINOIS
COUNTY OF TAZEWELL SS

I, RONALD H. KLIEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR #2480, DO HEREBY STATE THAT I HAVE SURVEYED TRACTS 1A AND 2A OF THE E1/2, NW1/4 SECTION 26, T25N, R5W OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, IN COMPLIANCE WITH OR EXCEEDS THE REQUIREMENTS APPLICABLE TO SUCH BOUNDARY SURVEY BY THE ADMINISTRATIVE RULES OF THE ILLINOIS COMPILED STATUTES FOR BOUNDARY SURVEYS, SECTION 4.02, AS AMENDED, "MINIMUM STANDARDS OF PRACTICE". I FURTHER STATE THAT THE PLAT HEREON IS DRAWN TO A SCALE OF ONE INCH EQUALS 50 FEET AND THAT IT CORRECTLY REPRESENTS SAID SURVEY, AND THAT IT IS WITHIN THE CITY LIMITS OF THE CITY OF PEKIN, AND THAT IT IS NOT WITHIN A FLOOD HAZARD ZONE. DATED THIS 11TH DAY OF AUG., 2009 A.D.

Ronald H Klien

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

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

LEGAL DESCRIPTION
TRACT 2A

BEING PART OF THE E1/2, NW1/4, SECTION 26, T25N, R5W OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON ROD BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF ILLINOIS ROUTE 29, AND THE NORTHERLY RIGHT OF WAY OF A 400 FOOT CILCO RIGHT OF WAY.
THENCE N 89°56'37" E, ALONG SAID NORTHERLY LINE OF CILCO RIGHT OF WAY, 566.52 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING 2, (P.O.B.2).
THENCE N 27°42'46" E, 76.64 FEET TO AN IRON ROD BEING ON THE SOUTHERLY RIGHT OF WAY OF VELDE DRIVE.
THENCE S 62°17'14" E, ALONG SAID SOUTHERLY RIGHT OF WAY VELDE DRIVE, 145.55 FEET TO AN IRON ROD BEING ON THE SAID NORTHERLY CILCO RIGHT OF WAY.
THENCE S 89°56'37" W, ALONG SAID NORTHERLY CILCO RIGHT OF WAY, 164.50 FEET TO THE SAID POINT OF BEGINNING 2, (P.O.B.2). TRACT 2A CONTAINING 0.128± ACRES MORE OR LESS AND SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY.

STATE OF ILLINOIS
COUNTY OF TAZEWELL SS

I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TAX RECORDS IN MY OFFICE, AND FIND NO DELINQUENT GENERAL TAXES; UNPAID CURRENT GENERAL TAXES; DELINQUENT SPECIAL ASSESSMENTS; UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED IN THE ABOVE PLAT.

COUNTY CLERK DEPUTY CLERK

for: PATRICK OBERLE
109 S. 4TH ST., PEKIN, IL 61554
346-4148

KLIEN LAND SURVEYING
P.O. BOX 3, PEKIN, ILLINOIS 61555-0003
PH 309-387-6872

date 8/11/09	file 09-20	book 29-77

REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

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

From: Greg Ranney

AGENDA ITEM: CityLink contract for Municipal Transportation

AGENDA DATE REQUESTED: 2/22/10

ACTION REQUESTED: Pass a three-year contract with two one-year options to be exercised prior to the fourth and fifth year of the contract

BACKGROUND: The City entered into a contract with CityLink in March of 2007 to provide Municipal Transportation to Pekin residents. The three-year contract will expire March 1, 2010 so this is a new contract for the next three years with two option years to follow.

FINANCIAL IMPACT: The transportation costs will increase from $62,000.00 to $85,348.00 or a $23,348.00 increase. See attached page for explanation.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: We will continue to be able to provide our residents with transportation with the bus being able to stick to the schedule and stay on time. Citizens can depend on getting to work and appointments on time, while still providing transportation for ADA riders.

IMPACT IF DENIED: We would not be able to provide the above services.

ALTERNATIVES: To not provide transportation to residents of the City of Pekin who depend on the buses for their needs in the transportation area.

REQUIRED SIGNATURES

Department Director ______________________________
Date

Finance Department ______________________________
(Certification of Availability of Funds) Date

Corporation Counsel ______________________________
(Certification of Review) Date

City Manager ______________________________
Date

Transportation and Solid Waste Department

February 1, 2010

Mayor & Council,

For approximately the past 8 months I have been working with a sub committee from the Mayor's ADA Advisory Committee on problems with the municipal transportation. There were several problems identified by this group. The number one concern was the buses being on time and staying on schedule. The driver must deviate off the route to pick up ADA riders. The second concern was additional hours of service. The third was the possibility of the routes covering a larger area of the city. The fourth issue was an additional shelter, the fifth was possible signage, and the last was better publicity about the bus service.

The additional cost will be used to add a third bus to pick up only ADA riders which will allow the fixed route buses to stay on schedule. The schedule will be extended one additional hour in the evening. The Pekin to Peoria route will continue to connect riders from the fixed route each hour. This service is actually provided by a fourth bus being in Pekin. The number one and two issues will be resolved with the additional bus. I will explain how the other concerns will be resolved at the February 22nd Council Meeting.

Greg

City of Pekin Transportation and Solid Waste Department
1130 Koch Street, Pekin, IL 61554
Phone (309) 478-5444 * Fax (309) 346-6878

INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES

WHEREAS, the City of Pekin (hereinafter referred to as "Pekin) desires to seek the benefits of having its Public Transit services for the City of Pekin provided by the Greater Peoria Mass Transit District; and

WHEREAS, Greater Peoria Mass Transit District has the power and authority granted to it in its enabling statute, The Local Mass District Act, 70 ILCS 3610/5(d), and the Intergovernmental Cooperation Act, 5 ILCS 220/5, to provide those services to the City of Pekin;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Pekin will make its best efforts during the contract period to assist Greater Peoria Mass Transit District in the provision of service to Pekin.

OVERALL SERVICE

Greater Peoria Mass Transit District understands the needs within Pekin and the requirements and responsibilities of the provider of transit services in working with the City officials. Throughout the last three years Greater Peoria Mass Transit District has ensured complete professionalism and cooperation regarding all aspect of overall city administration responsibilities and council requirements.

SERVICE LEVELS

Greater Peoria Mass Transit District is proposing to expand the hours of service by one (1) hour in the PM period. This extended service will be funded through a Job Access Reverse Commute (JARC) grant. The JARC grant will provide funding for one year. Greater Peoria Mass Transit District will employ the same routes, hours, frequencies, and days of the week that are presently operated. Any changes in times or routes would be mutually agreed by and between the parties and no changes to times or routes would be made without notice and approval by the City of Pekin.

VEHICLES

Greater Peoria Mass Transit District will provide the buses for the service and all of the maintenance for the vehicles.

ACQUISITIONS OF ASSETS AND EQUIPMENT

Greater Peoria Mass Transit District will provide all support equipment including spare parts, radios and cameras for the buses and other supplies.

OPERATIONAL ISSUES

Monitoring/Supervision

Greater Peoria Mass Transit District will utilize the same monitoring procedures that are in place for all other Greater Peoria Mass Transit District routes. This includes the use of the existing two-way communication system through Greater Peoria Mass Transit District dispatch and regular road supervision. Supervisors are equipped with communication units to ensure constant communication with the dispatcher and drivers. Providing an adequate network to support the efforts of drivers as they serve the public is essential. Greater Peoria Mass Transit District's continuing philosophy is to staff its supervisory ranks at a level that will allow for availability of professional supervisory personnel whenever and wherever they are needed. The supervisor will also provide first response to vehicle accidents and incidents, assist trip movements, monitor driver's proficiency, assist in customer service issues and provide information, investigate customer complaints and verify and document operating performance.

Dispatching

Greater Peoria Mass Transit District proposes to utilize its existing dispatchers to handle normal dispatching duties for the service in Pekin. Dispatchers are the managers of the road operations and as such are responsible for knowing the conditions of the street operation on a vehicle-by-vehicle, minute-by-minute basis. Greater Peoria Mass Transit District's dispatching center is housed at its maintenance facility in Peoria. This is to ensure a completely calm and professional work area and to afford ease of communication with each operator including the ones servicing Pekin.

Manpower

Greater Peoria Mass Transit District will provide all personnel, needed to successfully operate transit service for the City of Pekin. Greater Peoria Mass Transit District will comply with all federal, state, and local employment regulations and supply all required state and local permits in addition to ensuring that all drivers are properly licensed for the service. Employees of a service organization, especially those with regular contact with passengers, can literally make or break the quality reputation of the service. It is important that employees providing transit service to Pekin understand not only that the community values the service they provide, but that they are valued as well. As an organization Greater Peoria Mass Transit District creates an environment that celebrates the importance of employee effort and contributions. Greater Peoria Mass Transit District relies on a screening process that includes well-defined descriptions of job duties, acceptable hiring standards, selection criteria that identify the best employees and a strict adherence to the process which makes it all work.

FACILITIES

Greater Peoria Mass Transit District shall store the buses over night at its maintenance facility at 2105 NE Jefferson Avenue, Peoria Illinois 61603-3587.

VEHICLE MAINTENANCE

Greater Peoria Mass Transit District proposes to provide all vehicle maintenance. To achieve Greater Peoria Mass Transit District's goal of maintaining a positive image for the service, it will be imperative that vehicles be well maintained, minimizing any potential for breakdowns. To build customer ridership, service must be dependable, clean and comfortable. Preventive maintenance on the vehicle will take place every

4000 miles. This work will also be done at Greater Peoria Mass Transit District's maintenance facility.

ADA PARATRANSIT SERVICE

Greater Peoria Mass Transit District will comply with all the requirements of the Americans with Disabilities Act (ADA) as they pertain to the delivery of demand response services in Pekin. In keeping with that commitment Greater Peoria Mass Transit District is proposing to employ a separate vehicle operated by MV Transportation, Inc. for ADA par transit trips within Pekin service area.

Paratransit Eligiblity

Greater Peoria Mass Transit District will use the same ADA eligibility procedure that is currently utilized in Pekin. Pekin residents would obtain an ADA application through Greater Peoria Mass Transit District's Special Services Director's office or through the District's website. This procedure entails submission of a completed application back to Greater Peoria Mass Transit District assessment preformed by IPMR and monitor if the individual meets the criteria a certification card would be issued. If the individual meets the criteria a certification card would be issued. No additional staff would be required. Individuals who are currently using the route deviation service in Pekin will be required to registered with Greater Peoria Mass Transit District and will be subject to regular recertification as required by FTA or federal law.

ADA Reservation Calls

Greater Peoria Mass Transit District proposes adequate phone lines to ensure ease of contact by the riding public in Pekin along with proper staffing to ensure effective customer service. It is Greater Peoria Mass Transit District's responsibility to ensure that its reservationists understand that Pekin offers next day and standing order and that next day scheduled service must comply with all ADA regulations. A dedicated telephone line with a Pekin phone number will be installed at MV Transportation.

SAFETY SUPPORT

Greater Peoria Mass Transit District implements extensive and comprehensive safety programs throughout its operation. Greater Peoria Mass Transit District will in its operation of Pekin service incorporate all safety programs and practices in service delivery to the City of Pekin.

FARE HANDLING/ MONEY COUNTING

All fare will be collected and retained by Greater Peoria Mass Transit District. Fares charged in Pekin will be the same as fares charged for regular route service ($1.00 per trip) and ADA paratransit service ($2.00 per trip) throughout the Greater Peoria Mass Transit District service area.

CUSTOMER SERVICE

Phone Calls

The Greater Peoria Mass Transit District telephone operator will essentially serve as the first point of contact for all callers and residents requesting transit service in Pekin. Thus, it is imperative that each call be conducted in a polite, courteous and professional manner, as this experience will often determine the persons overall impression of the entire system. Greater Peoria Mass Transit District utilize, existing Greater Peoria Mass Transit District and MV Transportation telephone staff to handle fixed route or ADA paratransit calls for Pekin.

Customer Response

All customer service feedback shall be responded to promptly and courteously. Customer comments are generally received from the following sources: telephone, written, personal contact and surveys.

Pass Sales

Greater Peoria Mass Transit District will continue to sell passes at a series of locations in Pekin where passes can be sold similar to that what exist in Peoria. The Transit Center also sells passes that Pekin riders could purchase.

TRAINING

Greater Peoria Mass Transit District will continue an extensive training program of its drivers, road supervisors, dispatchers, telephone operators, and maintenance and customer service personnel. This training will concentrate on familiarizing Greater Peoria Mass Transit District employees with the current routes and schedules, the street network in Pekin and the location of major generators along the routes.

INDEMNITY

Greater Peoria Mass Transit District agrees to indemnify and hold harmless the City of Pekin against any and all liabilities and damages as a result of claims, suits or settlements arising out of or alleged to have arisen out of the negligence of Greater Peoria Mass Transit District for the services provided under the Agreement.

CONTRACT TERM

This proposal shall be for a three (3) year period from the initial start date of service, and for two additional one-year options, at the election of the City of Pekin. The cost for the second and third years of the initial contract term and for any option year will be on the basis of the fully allocated cost for services as calculated by the Greater Peoria Mass Transit District. If the City of Pekin does not have available funds or is not willing to expend funds to cover the fully allocated cost, the parties will negotiate in good faith to determine if a contract price agreeable to both parties can be achieved. Notice of the election to renew shall be given by the City of Pekin at least ninety (90) days prior to the end of the previous contract term. In the event the parties cannot reach an agreeable contract price, the agreement may be terminated upon thirty (30) days notice.

Either party, during the initial term or the extended options, shall have the right to terminate this agreement and service, upon one year written notice to the other party.

COST

Pekin as a part of the urbanized area is a recipient of funds from the Federal Transit Administration, Illinois Department of Transportation, and local funds including farebox revenue. Pekin's paratransit service is separate from the fixed route. Service is operated five days a week with no night or Saturday service.

Total Annual Cost: **$502,047**
Grant Funds & Revenue: **$416,699**
Pekin's 1st Year Annual Cost: **$85,348.00**

Greater Peoria Mass Transit District will access it's fully allocated cost for service in the City of Pekin for each subsequent year of the contract and the option years.

Pekin will be responsible for the local share and this will be paid on a pro rata monthly basis. If expected or actual IDOT or FTA funding is significantly withdrawn, reduced or limited, Greater Peoria Mass Transit District may terminate its agreement for service in whole or in part on thirty (30) days written notice. In the event of termination of this Agreement, Greater Peoria Mass Transit District will be entitled to recover from state and federal funds all costs for the services provided up to and including termination. Costs are generally recovered from state and federal transit programs on a reimbursement basis and Greater Peoria Mass Transit District, even after the termination of the Agreement, is authorized to draw down those federal and state funds which cover those costs for providing the service to the City of Pekin under this agreement. The balance of any allocation or appropriation that would otherwise still be available from state and federal funds but not yet expended will be available to the City of Pekin.

City of Pekin	Greater Peoria Mass Transit District
By: ______________________________	By: ________________________________
Mayor	Chairman, Don Shay
Date: _____________________________	Date: ______________________________
Greater Peoria Mass Transit District	

SERVICE PROPOSAL
CITY OF PEKIN

The Greater Peoria Mass Transit District (GPMTD) is pleased to submit this proposal for the operation of Pekin's city bus service. With this proposal GPMTD will demonstrate its understanding of the needs of the City of Pekin, the riding general public, the community and the efforts to provide ADA paratransit service. GPTMD's experience and qualifications, its operating strategy and its ability to assist Pekin is included within the proposal. GPMTD will work with Pekin to make transit service customer friendly, safe, timely and efficient as ever. The interaction necessary to build a strong relationship between partners.

- GPMTD has a excellent reputation in the area and has been a successful provider of mass transit service since 1970;
- GPMTD is known for its innovation solutions to complex ground transportation issues;
- GPMTD has the expertise and understanding to perform at the level expected in Pekin;
- GPMTD has been under contract with the City of Pekin and has provided transit service to the City for the last three (3) years.

In response to City of Pekin's request GPMTD is prepared to offer the following scenario for the operation of Pekin's transit service.

OVERALL SERVICE

GPMTD understands the needs within Pekin and the requirements and responsibilities of the provider of transit services in working with the City officials. Throughout the last three years GPMTD has ensured complete professionalism and cooperation regarding all aspect of overall city administration responsibilities and council requirements.

SERVICE LEVELS

GPMTD is proposing to expand the hours of service by one (1) hour in the PM period. This extended service will be funded through a Job Access Reverse Commute (JARC) grant. The JARC grant will provide funding for one year. GPMTD will employ the same routes, (see attached route maps) hours, frequencies, and days of the week that are presently operated.

VEHICLES

GPMTD will provide the buses for the service and all of the maintenance for the vehicles.

ACQUISITIONS OF ASSETS AND EQUIPMENT

GPMTD will provide all support equipment including spare parts, radios and cameras for the buses and other supplies.

OPERATIONAL ISSUES

Monitoring/Supervision

GPMTD will utilize the same monitoring procedures that are in place for all other GPMTD routes. This includes the use of the existing two-way communication system through GPMTD dispatch and regular road supervision. Supervisors are equipped with communication units to ensure constant communication with the dispatcher and drivers. Providing an adequate network to support the efforts of drivers as they serve the public is essential. GPMTD's continuing philosophy is to staff its supervisory ranks at a level that will allow for availability of professional supervisory personnel whenever and wherever they are needed. The supervisor will also provide first response to vehicle accidents and incidents, assist trip movements, monitor driver's proficiency, assist in customer service issues and provide information, investigate customer complaints and verify and document operating performance.

Dispatching

GPMTD proposes to utilize its existing dispatchers to handle normal dispatching duties for the service in Pekin. Dispatchers are the managers of the road operations and as such are responsible for knowing the conditions of the street operation on a vehicle-by-vehicle, minute-by-minute basis. GPMTD's dispatching center is housed at its maintenance facility in Peoria. This is to ensure a completely calm and professional work area and to afford ease of communication with each operator including the ones servicing Pekin.

Manpower

GPMTD will provide all personnel, needed to successfully operate transit service for the City of Pekin. GPMTD will comply with all federal, state, and local employment regulations and supply all required state and local permits in addition to ensuring that all drivers are properly licensed for the service. Employees of a service organization, especially those with regular contact with passengers, can literally make or break the quality reputation of the service. It is important that employees providing transit service to Pekin understand not only that the community values the service they provide, but that they are valued as well. As an organization GPMTD creates an environment that celebrates the importance of employee effort and contributions. GPMTD relies on a screening process that includes well-defined descriptions of job duties, acceptable hiring standards, selection criteria that identify the best employees and a strict adherence to the process which makes it all work.

FACILITIES

GPMTD is proposing to store the buses over night at its maintenance facility at 2105 NE Jefferson Avenue, Peoria Illinois 61603-3587.

VEHICLE MAINTENANCE

GPMTD proposes to provide all vehicle maintenance. To achieve GPMTD's goal of maintaining a positive image for the service, it will be imperative that vehicles be well maintained, minimizing any potential for breakdowns. To build customer ridership, service must be dependable, clean and comfortable. Preventive maintenance on the vehicle will take place every 4000 miles. This work will also be done at GPMTD's Peoria maintenance facility.

ADA PARATRANSIT SERVICE

GPMTD will comply with all the requirements of the Americans with Disabilities Act (ADA) as they pertain to the delivery of demand response services in Pekin. In keeping with that commitment GPMTD is proposing to employ a separate vehicle operated by MV Transportation, Inc. for ADA paratransit trips within Pekin service area.

Paratransit Eligiblity

GPMTD will use the same ADA eligibility procedure that is currently utilized in Pekin. Pekin residents would obtain an ADA application through GPMTD's Special Services Coordinator's office or through the District's website. This procedure entails submission of a completed application back to GPMTD. If the individual meets the criteria a certification card would be issued. No additional staff would be required. Individuals who are currently registered with the Pekin Municipal Bus Service for paratransit service would be "grandfathered" into GPMTD eligibility database but will be subject to regular recertification as required by FTA or federal law. These individuals however will need to be issued a certification card that will allow them to use the paratransit service.

ADA Reservation Calls

GPMTD proposes adequate phone lines to ensure ease of contact by the riding public in Pekin along with proper staffing to ensure effective customer service. It is GPMTD's responsibility to ensure that its reservationists understand that Pekin offers next day and standing order and that next day scheduled service must comply with all ADA regulations. A dedicated telephone line with a Pekin phone number will be installed at MV Transportation.

SAFETY SUPPORT

GPMTD implements extensive and comprehensive safety programs throughout its operation. GPMTD will in its operation of Pekin service incorporate all safety programs and practices in service delivery to the City of Pekin.

FARE HANDLING/ MONEY COUNTING

All fare will be collected and retained by GPMTD. Fares charged in Pekin will be the same as fares charged for regular route service and ADA paratransit service throughout the GPMTD service area.

CUSTOMER SERVICE

Phone Calls

The GPMTD telephone operator will essentially serve as the first point of contact for all callers and residents requesting transit service in Pekin. Thus, it is imperative that each call be conducted in a polite, courteous and professional manner, as this experience will often determine the persons overall impression of the entire system. GPMTD utilize, existing GPMTD and MV Transportation telephone staff to handle fixed route or ADA paratransit calls for Pekin.

Customer Response

All customer service feedback shall be responded to promptly and courteously. Customer comments are generally received from the following sources: telephone, written, personal contact and surveys.

Pass Sales

GPMTD will continue to sell passes at a series of locations in Pekin where passes can be sold similar to that what exist in Peoria. The Transit Center also sells passes that Pekin riders could purchase.

TRAINING

GPMTD proposes an extensive training program of its drivers, road supervisors, dispatchers, telephone operators, and maintenance and customer service personnel. This training will concentrate on familiarizing GPMTD employees with the current routes and schedules, the street network in Pekin and the location of major generators along the routes.

INDEMNITY

GPMTD agrees to indemnify and hold harmless the City of Pekin against any and all liabilities and damages as a result of claims, suits or settlements arising out of or alleged to have arisen out of the negligence of GPMTD for the services provided under the Agreement.

CONTRACT TERM

The initial contract IS for three (3) year period from the start date of service March 1 2010 and for two additional one–year options, at the election of the City of Pekin. The cost of the option years will be on the basis of the fully allocated cost for the services as calculated by GPMTD. If the City of Pekin does not have available funds or is not willing to expend funds to cover the fully allocated cost, the parties will negotiate in good faith to determine if a contract price agreeable to both parties can be achieved. In the event the parties cannot reach an agreeable contract price, the agreement may be terminated upon thirty (30) days notice.

COST

Pekin as a part of the urbanized area is a recipient of funds from the Federal Transit Administration, Illinois Department of Transportation, and local funds including farebox revenue. Pekin's paratransit service is separate from the fixed route. Service is operated five days a week with no night or Saturday service.

Pekin's Annual Cost: $85,348.00

GPMTD will access it's fully allocated cost for service in the City of Pekin for the remaining option year. Pekin

CONCLUSION

Management activities ultimately support the service on the street and the drivers' efforts to provide that service to the standards expected by passengers. Management's challenge at all levels of the organization is to anticipate changing needs in order to maintain and improve system performance and perception. GPMTD's operating philosophy requires that it not only manage the daily operational details that support street operations but also embraces GPMTD's vision for high quality services in its role as Pekin's transit operator. This requires focus on professionalism. GPMTD will operate the services on behalf of Pekin and in doing so strive to embody the characteristics valued most by GPMTD - customer service.

REQUEST FOR COUNCIL ACTION

To: **Honorable Mayor and Members of the City Council**

CC: **Sue McMillan, City Clerk**

From: **Burt Dancey and Dennis Kief [February 17, 2010]**

AGENDA ITEM: Settlement Agreement

AGENDA DATE REQUESTED: February 22, 2010

ACTION REQUESTED: Approval of the same Agreement that North Pekin is signing

BACKGROUND: Mutual agreement between the City of Pekin and the Village of North Pekin that will allow both communities to expand into currently unincorporated areas. Although there are some minor exceptions based on which municipality's infrastructure can best accommodate specific parcels, in general Pekin will be south of Illinois Route 98 and North Pekin will be north. Exceptions are the existing movie complex being in North Pekin and all of the Pekin Park District property north of Route 98 being in the City of Pekin.

FINANCIAL IMPACT: Future Property tax increases and other revenue

NEIGHBORHOOD CONCERNS: Some properties will be able to access municipal infrastructure making them much more developable.

IMPACT IF APPROVED: Communities would resolve concerns over who is annexing what.

IMPACT IF DENIED: Could be conflicts as to what areas annex to what municipalities.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme

REQUIRED SIGNATURES

Department Director ____________________________________

Date

Finance Department ____________________________________

(Certification of Availability of Funds) Date

Corporation Counsel ____________________________________

(Certification of Review) Date

City Manager ____________________________________

Date

IN THE CIRCUIT COURT OF THE TENTH JUDICAL CIRCUIT OF ILLINOIS
TAZEWELL COUNTY

CITY OF PEKIN,	)	
A municipal corporation,	)	
Plaintiff,	)	
	)	
v.	)	CASE NO.: 08 MR 56
	)	08 MR 79
VILLAGE OF NORTH PEKIN,	)	
A municipal corporation,	)	
Defendant.	)	

STIPULATED ORDER AND SETTLEMENT AGREEMENT

Now comes the CITY OF PEKIN, by its duly elected City Council, and also by and through its corporate counsel, ELLIFF, KEYSER, OBERLE & DANCEY, P.C., and the VILLAGE OF NORTH PEKIN, by its duly elected Village Board Members, and also by and through its corporate counsel, WILLIAM ANDERSON, and hereby stipulated and agree.

WHEREAS, the Village of North Pekin, having taken action on JUNE 11, 2007, AUGUST 13, 2007, to add certain parcels to the property to the City of Pekin, those parcels lying between the City of Pekin and the Village of North Pekin.

WHEREAS, the City of Pekin challenged those actions in Court, in Court Cases 08 MR 56, filed on June 10, 008 and 08 MR 79, filed on August 11, 2008.

WHEREAS, the parties, through their duly appointed representatives, have been discussing and negotiating a full, fair and reasonable settlement of the dispute between the municipalities.

WHEREAS, the parties have concluded those negotiations, believe they have reached an agreement which is in the best interest of both municipalities and the citizens therein, through the process of discussions and negotiations, rather than through litigation.

NOW THEREFORE, the parties, be their respected counsel, hereby set forth the following matters:

1. Those parcels with real estate shown on attached Exhibit A, shall and will remain, pursuant to the annexation action by the Village of North Pekin, within the Village limits, and under the jurisdiction of the Village of North Pekin.

2. Those parcels with real estate shown on attached Exhibit B, shall be deannexed from the Village of North Pekin, pursuant to agreement of the parties, and the statutory procedures for such deannexation, and annexed to the City of Pekin.

3. Further more, the parties agree that access to the Illinois River for the Village of North Pekin, at any point North of the point drawn from the continuation of Rte. 98 due West to the river, shall not be opposed by the City of Pekin, and will be consented to, in the event, at anytime in the future, the State of Illinois, through its' various departments of jurisdiction over said properties, would consent to and allow the Village to take action to annex the river front properties north of said imaginary line.

Entered: ___________________________

JUDGE

BURT L. DANCEY

WILLIAM ANDERSON IV

EXHIBIT "A"

VILLAGE OF NORTH PEKIN PROPERTY REMAINING ANNEXED BY THE VILLAGE OF NORTH PEKIN

Tax I.D.	Acreage	Owner
04-24-300-032	12.37 ACRES	Nierstheimer's daughter's trust
04-24-300-016	8.83 ACRES	Esther Nierstheimer
04-23-204-005	37.09 ACRES	
04-23-204-002	6.07 ACRES	
04-23-204-004	18.47	
04-24-400-020	6.35 ACRES	Kim Nierstheimer
04-24-300-034	5.64 ACRES	George Rodell

EXHIBIT "B"

PARCELS REMAINING WITH THE CITY OF PEKIN

Tax I.D.	Acreage	Owner
04-24-300-014	33.07 ACRES	CYNTHIA SIKES
04-24-400-018	6.13 ACRES	RANDY & PAULA SHEER
04-24-400-017	30.08 ACRES	KIM NEIRSTHEIMER
04-24-400-013	19.5 ACRES	KIM NEIRSTHEIMER
04-23-400-004	22.34 ACRES	CITY OF PEKIN
04-23-400-005	7.60 ACRES	CITY OF PEKIN
04-23-400-006	29.4 ACRES	CITY OF PEKIN
04-26-200-001		AMEREN/CILCO
04-26-200-006	3.51	GRANDY

REQUEST FOR COUNCIL ACTION

To: **Honorable Mayor and Members of the City Council**

CC: **Sue McMillan, City Clerk**

From: **Dennis Kief [February 12, 2010]**

AGENDA ITEM: 201 Broadway Property Acquisition

AGENDA DATE REQUESTED: February 22, 2010

ACTION REQUESTED: Approval of the site ready property in the amount of $50,000

BACKGROUND: 201 Broadway is the location of the former Triangle Gas Station (7,590 square foot parcel). The City presently owns 48,780 square feet of property north of Cynthiana Street (just south of the State Building). A condition of the sale is that the current owner would be responsible for demolishing the existing structure on the lot.
Ron Sieh is responsible for making the contact with the property owner and negotiating on the City's behalf.

FINANCIAL IMPACT: $50,000 from the TIF fund, budgeted for FY 2010.

NEIGHBORHOOD CONCERNS: Current used car business would no longer be there.

IMPACT IF APPROVED: Should the City acquire this parcel and vacate Cynthiana Street, the City would have a 67,000+ square foot of property bounded by the State's Route 20 one-way couple (2nd Street and Third Avenue). The property lies across 2nd Street from property the City currently owns and is targeted for riverfront development.

IMPACT IF DENIED: Property remains privately owned and the existing structure remains.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme

REQUIRED SIGNATURES

Department Director	Den Kief	2/17/10 Date
Finance Department	Angel Evans (Certification of Availability of Funds)	2-17-10 Date
Corporation Counsel	(Certification of Review)	Date
City Manager	Den Kief	2/17/10 Date

Broadway: Second to Third

1 inch = 50 feet

TOTAL = 67,045 S.F. = 1.54 ACRES

ORDINANCE NO.

AN ORDINANCE ACCEPTING AN AGREEMENT TO PURCHASE AND AUTHORIZING THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

WHEREAS, DAVID and AMY AYERS (the "Seller") own the real property commonly known as 201 Broadway, Pekin, Illinois (the "Property"); and

WHEREAS, the City is considering a program for the reconstruction of a redevelopment project area known as the City of Pekin Tax Increment Financing District Plan and Project Area No. 1-Downtown (the "Redevelopment Project Area") in the City, pursuant to 65 ILCS 5/11-74.4-1 et seq., the "Tax Increment Allocation Redevelopment Act" (hereinafter referred to as the "Act"); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a redevelopment plan (hereinafter referred to as the "Redevelopment Plan") pertaining to the redevelopment of the Redevelopment Project Area, a copy of which is available for inspection in the office of the City Clerk of the City; and

WHEREAS, the City's purchase of the Property will assist the City to achieve the objectives of the Redevelopment Plan, and in accordance with the uses set forth therein; and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is desirable and will aid the City in its redevelopment of the riverfront; and

WHEREAS, the City and the Seller have negotiated a proposal to purchase the Property, a copy of which said Agreement to Purchase is attached hereto as Exhibit "A" and made a part thereof by reference thereto; and

WHEREAS, the City Council has found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into the Agreement to Purchase with the Seller on the terms and conditions as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City believes it is necessary to obtain the Property in order to arrest the economic and physical decline of the Redevelopment Project Area, and to promote a policy of stabilization not only in the Redevelopment Project Area, but also in the surrounding area of the City; and

WHEREAS, the City believes that the purchase of the Property will aid the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and 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, 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 City of Pekin purchase from David and Amy Ayers, the following described real estate commonly know as 201 Broadway:

Part of the West Half of the Southeast Quarter of Section 34, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as west of Cynthiana Street, east of 2nd Street and north of Broadway, containing 0.174 acres, more or less, situated in the County of Tazewell in the State of Illinois.

CITY CLERK

PIN: 04-04-34-460-001

SECTION III. That the purchase price for said property shall not exceed $50,000.00, and shall be on such terms and conditions as set forth in the Agreement to Purchase attached hereto as Exhibit “A” and incorporated herein by reference thereto.

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

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

SECTION VI. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as may be required by law.

AYES: __________________

NAYS : __________________

ABSENT: __________________

ABSTANING: __________________

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 22nd day of February, 2010.

____
MAYOR

ATTEST:

____

AGREEMENT TO PURCHASE

THIS AGREEMENT made this 22nd day of February, 2010, by and between David Ayers and Amy Ayers hereinafter referred to as "Seller", and CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "Buyer";

Mutual Covenants.

I. Property.

The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, on the following terms and conditions, the following described real estate commonly know as 201 Broadway, Pekin, Illinois.:

Part of the West Half of the Southeast Quarter of Section 34, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as west of Cynthiana Street, east of 2nd Street and north of Broadway, containing 0.174 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-34-460-001

(herein after the "Property")

II. Purchase Price.

Buyer shall pay the Seller the total sum of Fifty Thousand ($50,000.00) Dollars. The Buyer has paid the sum of $5,000.00 at the signing of this agreement, and the balance of the purchase price shall be paid by the Buyer to the Seller at closing by cashier's check or other form of payment acceptable to Seller.

III. Possession and Closing.

Seller shall deliver possession of the Property to Buyer on or before ninety (90) days after closing of this transaction. Closing shall take place on or before May 31, 2010. Time and place of the closing to be agreed upon by the parties. The Seller shall remove the existing building prior to the Closing at Seller's cost in compliance with the City applicable demolition requirements.

IV. Deed of Conveyance.

Seller shall execute a recordable Warranty Deed sufficient to convey the Property to Buyer, or Buyer's nominee, in fee simple absolute, subject only to exceptions permitted herein, at the closing of this transaction upon Buyer's compliance with the terms of this Agreement. The cost of preparation of the Warranty Deed shall be borne by Buyer. This transaction is exempt from payment of revenue stamps.

V. Personal Property.

No items of personal property are included in this sale.

VI. Condition of Property.

Buyer acknowledges that it has inspected the Property and that it is acquainted with the condition thereof and accepts the Property as of the time the Buyer executed this Agreement in "AS IS" condition.

VII. Warranties; Environmental Matters.

The Seller expressly warrants that Seller has received no notices from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the Property.

To the best of Seller's knowledge, there are no underground storage tanks on said Property nor is the Property subject to the reporting requirements of Section 312 of the Emergency Planning and Community Right-to-Know Act; and Seller is, therefore, not required to make disclosure nor is this transaction subject to the Illinois Responsible Property Transfer Act.

VII. Real Estate Taxes and Special Assessments.

The Seller shall pay the general real estate taxes for the year 2009, payable in 2010. The Buyer shall pay the general real estate taxes for the year 2010, payable in 2011. Taxes for all subsequent years shall be paid by Buyer. Any special assessments levied or pending at closing shall be paid by the Seller. Any subsequent special assessments shall be paid by Buyer.

IX. Evidence of Title.

Seller shall order within ten (10) calendar days from acceptance and Seller shall deliver at least ten (10) calendar days before closing to Buyer showing Seller's merchantable title in the Property a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Property are located, committing the company to issue an ALTA policy insuring title to the Property in Buyer for the amount of the purchase price. The cost of the title commitment shall be borne by Buyer.

Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; (e) items assumed by Buyer hereunder; (f) any lien which may be removed by the payment of money from the purchase price at closing; (g) covenants and restrictions of record; and (h) reservation of mineral title; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the Property or if they materially restrict the reasonable use of the Property for residential purposes.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of the exceptions to Seller within a reasonable time, but not later than five (5) days before the closing date, Seller shall have a reasonable time (but not later than the closing date) to have the title exceptions removed.

X. Default; Attorney Fees.

If Buyer fails to perform any obligation imposed by the Agreement, Seller may serve written notice of default upon Buyer; and if such default is not corrected within ten (10) days thereafter, this Agreement shall terminate and the parties shall have no further rights or obligations under this Agreement.

In the event of a failure of Seller to perform the obligations imposed by this Agreement, Buyer may terminate this Agreement upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Buyer, and the Buyer shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

If either party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

XI. Notices.

Any notice required under this Agreement shall be in writing and shall be deemed served upon Seller or Buyer when personally delivered, deposited for mailing by first class mail, or by sent facsimile with written confirmation by first class mail sent the same day to Buyer, Seller or its Attorneys at the addresses and facsimile number set forth herein.

David & Amy Ayers	City of Pekin
________________________________	111 S. Capitol St.
________________________________	Pekin, IL 61554

XII. Entirety of Agreement.

This Agreement contains the entire agreement between the parties and **NO ORAL REPRESENTATION, WARRANTY or COVENANT** exists. This contract supersedes and nullifies any agreement (or offer or counteroffer) as may have been given or entered into by the parties prior to the date of the acceptance hereof.

XIII. Time of the Essence.

The time for performance of the obligations of the parties is of the essence of this Agreement.

SELLER:

BUYER:

David and Amy Ayers	CITY OF PEKIN,
By________________________________	By______________________________
David Ayers	Its: Mayor
	ATTEST:
By________________________________	
Amy Ayers	
	________________________________
	Its: City Clerk
	By: ________________________________
	Its: City Manager

PEORIA AREA ASSOCIATION OF REALTORS®

MULTIPLE LISTING SERVICE

DISCLOSURE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned ______________________________ ("Licensee"), may
(insert name(s) of Licensee undertaking dual representation)

undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualifications of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to [redacted]is document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

[redacted] By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee [redacted] a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

CLIENT ______________________ CLIENT ______________________

Date: ______________________ Date: ______________________

LICENSEE ______________________

Date: 3/10/10

DOCUMENT PRESENTED:
Date: ______________
Clients Initials Only: ______________

Coldwell Banker Devonshire Realty

Disclosure of Buyer's Designated Agency

Coldwell Banker Devonshire Realty (hereinafter referred to as "Broker") designates Mary Ann Ladendorf (Designated Agent") as the legal agent(s) of Buyer for the purpose of representing Buyer in the acquisition of real estate by Buyer.

Buyer understands and agrees that neither Broker nor any other sales associates affiliated with Broker (except as provided for herein) will be acting as legal agent of the Buyer.

Broker shall have the discretion to appoint a substitute or additional designated agent for Buyer as Broker determines necessary. Buyer shall be advised within a reasonable time of any such substitution or addition.

Initial [redacted] Broker acknowledges and agrees that Buyer has no current exclusive Buyer representation agreement with any other real estate agent or firm.

Initial [redacted] Buyer represents that if Buyer previously entered into an exclusive Buyer representation agreement(s) that they have expired and/or have been terminated.

Initial [redacted] Buyer agrees to immediately inform Designated Agent if Designated Agent is showing to Buyer a property previously shown to Buyer.

Buyer may also choose to work with Designated Agent through a Non-Exclusive or Exclusive Buyer representation Contract. Buyer, by continuing to work with Buyer's Designated Agent, acknowledges that the representations and agreements made above are true and correct.

Buyer's name City of Pekin

Date Copy Furnished to Buyer 3/10/10

Agent's Signature Mary Ann Ladendorf

COLDWELL BANKER

DEVONSHIRE REALTY

REALTOR

EQUAL HOUSING OPPORTUNITY

PEORIA AREA ASSOCIATION OF REALTORS®

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION.

LETTER OF INTENT TO PURCHASE
COMMERCIAL/MULTI-FAMILY REAL ESTATE

Date: February 10, 2010

BUYER: City of Pekin

SELLER: David L. Ayers
Amy Ayers

Buyer: ☐ Individual ☐ Corporation ☐ LLC ☐ Partnership ☐ Trust ☒ Other Municipal

Seller: ☒ Individual ☐ Corporation ☐ LLC ☐ Partnership ☐ Trust ☐ Other ____

This Letter of Intent sets forth certain non-binding understandings and certain binding provisions between Buyer and Seller with respect to the possible acquisition of commercial/multi-family real estate ("Premises") commonly known as 201 Broadway Road, Pekin, Il. 61554. 04-04-34-460-001.

This Letter will remain open for execution by the other party until Feb. 13, 2010, provided however, that the party submitting this Letter may withdraw this Letter, in writing, at any time prior to the other party's execution.

NON-BINDING PROVISIONS

Upon execution by Buyer and Seller of this Letter, the following numbered paragraphs (collectively, the "Non-Binding Provisions") reflect only the general understanding of the matters described in them, and each party acknowledges that the Non-Binding Provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation on the part of Seller or Buyer and neither of them shall have any liability to the other with respect to the Non-Binding Provisions until a Real Estate Purchase Contract ("Contract") is prepared, authorized, executed and delivered by and between them. If the Contract is not prepared, authorized, executed and delivered for any reason, no party to this Letter shall have any liability to any other party to this Letter based upon, arising from or relating to the Non-Binding Provisions.

1. ***Basic Transaction***. On the terms and subject to the provisions to be set forth in the Contract to be negotiated and entered into by the parties Buyer would purchase the Premises from Seller.

2. ***Purchase Price and Earnest Money***.
   (A) Buyer would pay Fifty Thousand ($50,000) Dollars for the Premises.
   (B) Buyer would pay Five Thousand ($5,000) Dollars as earnest money upon execution of the Contract.

3. ***Proposed Closing***. If the Contract is entered into between Buyer and Seller the parties intend that the proposed transaction would be consummated on or before 5/20/10 ("Closing").

4. ***Initial Drafting***. The initial draft of the Contract shall be prepared by the attorney for the **Buyer / ~~Seller~~ {STRIKE ONE}**.

5. ***Contract***. The Contract would contain the usual and customary conditions of those typically found in commercial real estate contracts in the central Illinois area for real property of a similar nature including, but not limited to, the following additional provisions [CAUTION – THE PARTIES SHOULD CONSULT WITH THE VARIOUS INSPECTORS, SURVEYORS AND APPRAISERS PRIOR TO PROVIDING THE DATES BELOW TO BE CERTAIN THE TIME FRAMES ARE OBTAINABLE]:

   A. Title Insurance and Deed. Seller, at Seller's sole expense, would provide to Buyer a standard ALTA commitment for title insurance in the amount of the purchase price. Additional endorsements to and extended coverage of the commitment and the type of deed would be as negotiated between Seller and Buyer in the Contract. Seller would also supply and pay for all real estate transfer tax declarations.

   B. Payment of real estate commission. The real estate commission would be at **~~Buyer~~ / Seller {STRIKE ONE}** expense. If the subject property is not currently listed in the MLS / CLS, then [redacted] shall be paid by ——— .

C. Environmental Inspections. The environmental inspections would be at **Buyer / ~~Seller~~ {STRIKE ONE}** expense and would be completed no later than 45 days after execution of the Contract.

D. Other General Physical Inspections of the Premises. A general physical inspection of the Premises would be at **Buyer / ~~Seller~~ {STRIKE ONE}** expense and would be completed no later than 30 days after execution of the Contract.

E. Appraisal. The appraisal would be at **Buyer / ~~Seller~~ {STRIKE ONE}** expense and would be completed no later than 45 days after execution of the Contract.

F. Financing. Buyer would have 45 days after execution of the Contract to obtain financing.

G. Personal Property Included in the Purchase. None.

H. American Land Title Association ("ALTA") Survey. The ALTA survey would be at **Buyer / ~~Seller~~ {STRIKE ONE}** expense and would be completed no later than 45 days after execution of the Contract.

I. Zoning and Land Use. Any rezoning and land use issues would be at **Buyer / ~~Seller~~ {STRIKE ONE}** expense and would be resolved not later than 45 days after execution of the Contract.

J. Review of leases, service contracts, and other agreements.

K. Assignment of leases, security deposits, service contracts and other agreements, if any.

L. Prorations of taxes, rentals, assessments, service contracts, utilities and other recurring obligations.

M. Condition of Premises.

X a) "As-Is" condition as of the date of Buyer's final inspection prior to the execution of the Agreement, with no warranties expressed or implied.

________ b) "As-Is" condition as of Buyer's final inspection prior to execution of the Agreement, except Seller would provide the following warranty(s), with the specific language of such warranty(s) to be negotiated between Seller and Buyer in the Contract.

____

____________________________________.

N. Other: Seller to Remove building before closing. City of Pekin will waive all permit fees for removal of building

In any event, final completion of any other due diligence and/or contingencies on behalf of Buyer would be completed not later than 30 days before closing.

BINDING PROVISIONS

Upon execution by Buyer and Seller of this Letter, the following lettered paragraphs (collectively, the "Binding Provisions") will constitute the legally binding and enforceable agreement of Buyer and Seller (in recognition of the significant costs to be borne by all parties in pursuing this proposed transaction and further in consideration of their mutual undertakings as to the matters described herein).

A. ***Reasonable Efforts***. Buyer and Seller will negotiate in good faith and use their reasonable efforts to arrive at a mutually acceptable Contract for approval, execution, and delivery on or before the termination date set forth in paragraph F (ii) hereof.

B. ***Confidentiality***. In the event of termination of negotiations, each party promptly will deliver to the other party and will not retain any documents, work papers and other material (and any reproductions thereof) obtained by each party or on its behalf from such other party as a result of this proposal or in connection therewith, whether so obtained before or after the execution hereof, and will not use any information so obtained and will use its reasonable efforts to have any information so obtained kept confidential and not used in any ways detrimental to such other party.

C. ***Exclusive Dealings***. Until the Contract has been duly executed and delivered by all the parties or until the Binding Provisions have been terminated pursuant to Paragraph F below, whichever occurs sooner, (i) Seller will not enter into any negotiations, discussions, agreements or understandings for the purpose of selling or exchanging the Premises to any other person or entity and (ii) Buyer will not enter into any negotiations, discussions, agreements or understandings for the purpose of buying or exchanging any real property other than the Premises. The foregoing does not preclude the Premises remaining in the MLS / CLS system.

D. ***Broker***. It is acknowledged by the parties that the brokers or salespersons designated below have participated in the transaction by acting as agent for the parties during their negotiations.

E. ***Costs***. Buyer and Seller will each be responsible for and bear all of their own respective costs and expenses, including without limitation expenses of their legal counsel, accountants and other representatives, incurred at any time in connection with this Letter.

F. ***Termination***. The Binding Provisions of this Letter may be terminated: (i) at any time by mutual written consent of Buyer and Seller; or (ii) upon written notice by any party to the other party if the Contract has not been executed by all parties by Feb. 28, 2010 ; provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder, except as stated in Paragraphs B and E, which shall survive any such termination.

G. ***Notice of Confirmation of Consent to Dual Agency***. The undersigned confirm that they have previously consented to Mary Ann Ladendorf ("Licensee") acting as a Dual Agent in providing brokerage servi[redacted] their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the t[redacted]eferred to in this document.
[redacted]l. ________ **Buyer** ________ **Buyer** ________ **Seller** ________ **Seller**

The parties understand and agree [redacted] is illegal for either of the parties to refuse to display or sell seller's property to any person on the basis of race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, military status, unfavorable discharge from military service, sexual orientation, or any other class protected by Article 3 of the Illinois Human Rights Act. The parties agree to comply with all applicable federal, state and local fair housing laws.

BUYER:	SELLER:
[redacted]yer's Signature	Seller's Signature
[redacted]nted Name	Printed Name
Street Address	Street Address
City, State and Zip	City, State and Zip
Telephone #	Telephone #
Fax #	Fax #
E-Mail	E-Mail
Buyer's Signature	Seller's Signature
Printed Name	Printed Name
Street Address	Street Address
City, State and Zip	City, State and Zip
Telephone #	Telephone #
Fax #	Fax #
E-Mail	E-Mail
Buyer's Attorney	Seller's Attorney
Address	Address
Telephone #	Telephone #
Fax #	Fax #
E-Mail	E-Mail
Mary Ann Ladendorf, Coldwell Banker Devonshire	Mary Ann Ladendorf, Coldwell Banker Banker Devonshire
Broker/Agent	Listing Broker/Agent
2816 Court St, Pekin, Il 61554	2816 Court St., Pekin, Il. 61554
Address	Address
309-241-5610 (Cell)	(309) 347-5540 (office)
Telephone #	Telephone #
309-347-5920	(309) 347-5920
Fax #	Fax #
mladendorf@coldwellbanker.com	mladendorf@coldwellbanker.com
E-Mail	E-Mail

THE PRINTED MATTER OF THIS LETTER HAS BEEN PREPARED AND APPROVED AS OF JANUARY, 2006 UNDER THE SUPERVISION OF THE PEORIA AREA ASSOCIATION OF REALTORS® AND THE PEORIA COUNTY BAR ASSOCIATION. APPROVAL DOES NOT CONSTITUTE AN OPINION THAT THE TERMS AND CONDITIONS IN THIS LETTER SHOULD BE ACCEPTED BY THE PARTIES FOR A PARTICULAR TRANSACTION.

REQUEST FOR COUNCIL ACTION

To: **Honorable Mayor and Members of the City Council**

CC: **Sue McMillan, City Clerk**

From: **Dennis Kief**

AGENDA ITEM: Ordinance Amending Velde Drive Cost Sharing

AGENDA DATE REQUESTED: February 22, 2010

ACTION REQUESTED: Authorization of the Ordinance

BACKGROUND: In 2006 the City entered into an agreement with Heartland Contractors. In that agreement, Heartland Contractors owed the City $205,290.80 for their share of the Velde Drive extension through Marigold Estates east to Parkway Drive.

The Developer (Heartland Contractors) is proposing to amend the 2006 agreement and pay $10,007.93 (3.25% interest since September 2008) with the implementation of a new re-payment schedule (through December 31, 2013) every time that a lot fronting on Velde Drive sells. Whatever lots are not sold by that time, the Developer will be responsible for paying the City in a lump sum amount.

FINANCIAL IMPACT: Initially $10,007.93 to the City

NEIGHBORHOOD CONCERNS: None, the road is existing

IMPACT IF APPROVED: New re-payment schedule of the Developer reimbursing the City the $205,290.80 plus applicable interest.

IMPACT IF DENIED: Previous agreement remains expired with no mechanism for repayment.

ALTERNATIVES: NA

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

REQUIRED SIGNATURES

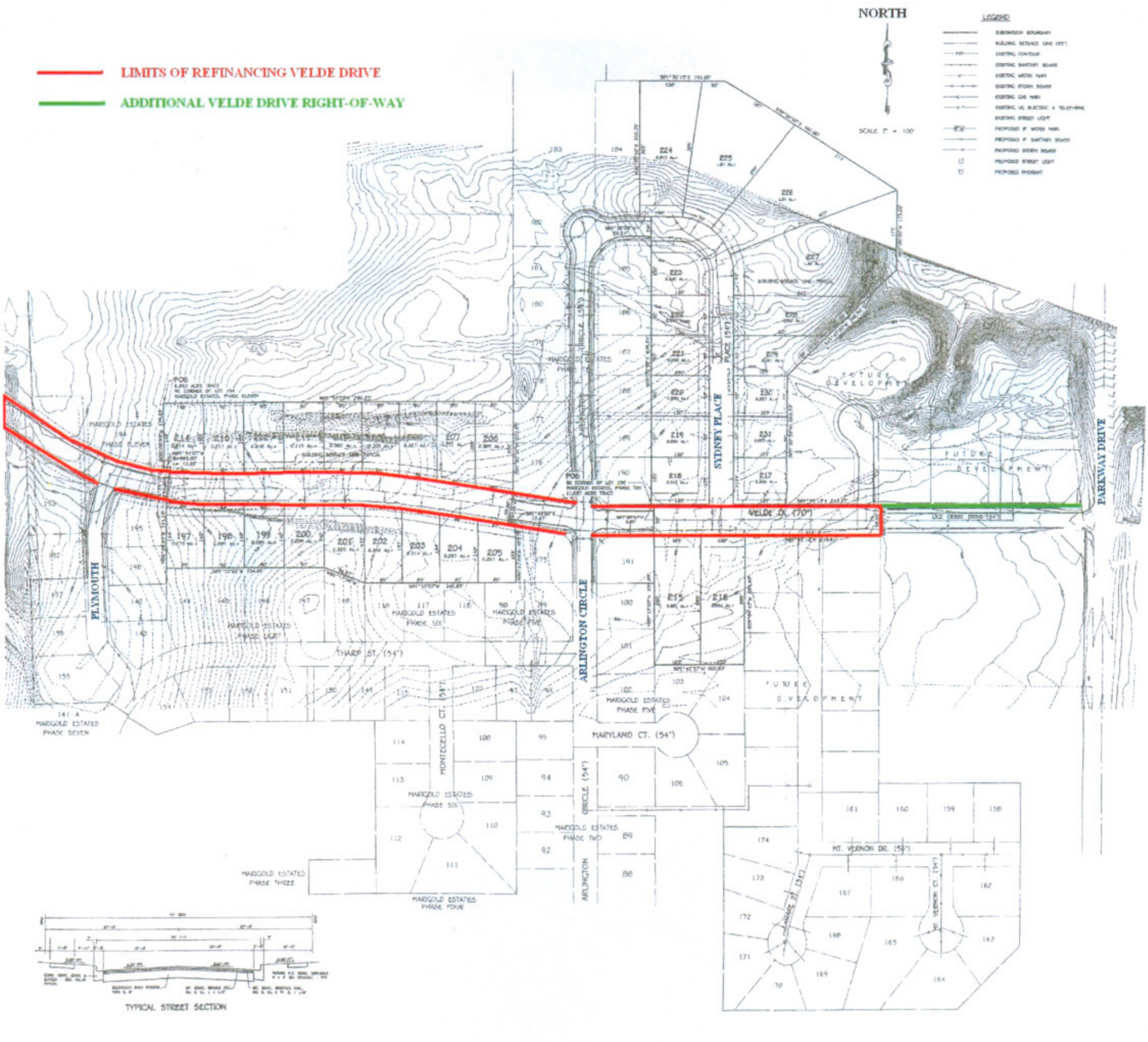
Department Director Dennis Kief 2/17/10
Date

Finance Department Angela Evans 2-17-10
(Certification of Availability of Funds) Date

Corporation Counsel
(Certification of Review) Date

City Manager 2/12/10

Date



ORDINANCE NO. ____________

AN ORDINANCE AMENDING VELDE DRIVE STREET CONSTRUCTION AND COST SHARING AGREEMENT

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, a Developer's Agreement for Velde Drive Street Construction and Cost Sharing was entered into between the parties hereto on July 10, 2006, Ordinance #2480; and

WHEREAS, the Developer's Agreement was amended on September 11, 2006, as Ordinance #2491; and

WHEREAS, the Agreement, pursuant to its terms, contained methods of payments and reimbursement, hereby amended as below; and

WHEREAS, the Agreement, pursuant to its terms, contained a Cost Share Estimate, attached thereto; and

WHEREAS, the Agreement, pursuant to its terms, contained a Real Estate Mortgage, hereby amended and attached there to the agreement; and

WHEREAS, the Agreement, pursuant to its terms, contained a Promissory Note hereby attached thereto; and

WHEREAS, delay has occurred in payment of the obligations due under the previous agreements, and no payment was made for the balance of the costs owed to the City; and

WHEREAS, the costs of the development and reimbursement have increased; and

WHEREAS, the CITY wishes to have the DEVELOPER continue in a cost sharing as set forth in the Amended Agreement, and the DEVELOPER wishes to continue in the construction and cost sharing as set forth in the Amended Agreement, on the terms and conditions that follow.

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

1. Section Article I: Construction of Velde Drive of the Velde Drive Street Construction And Cost Sharing Developers Amended Agreement. The agreement, by and between the parties, previously noted as the Velde Drive Street and Construction Cost Sharing Developer's Agreement, will be amended in the following manners:

1.1 Method of Payment and Reimbursement is amended by changing payment and reimbursement amounts as follows:

A. Total Amount of Payment. The CITY has paid the DEVELOPER costs and expenses held by previous agreements, totaling Three Hundred Three Thousand Four Hundred Eighty Three Dollars ($303,483.00).

2. Method of Payment. The CITY has made all payments called for under the previous agreement.

C. Amount of Reimbursement. DEVELOPER shall reimburse the CITY Two Hundred Five Thousand Two Hundred Ninety One Dollars ($205,291.00) (the "DEVELOPER Reimbursement Amount"), with interest at 3.2% beginning September 1, 2008.

D Method of Reimbursement. DEVELOPER intends to develop twenty-two (22) lots which front Velde Drive (the "Velde Drive Lots"). Until the DEVELOPER Reimbursement Amount is paid in full, on the sale of each Velde Drive Lot, DEVELOPER shall pay to the CITY the following:
(1) all lots sold prior to March 1, 2010, the sum of Nine Thousand Three Hundred Thirty One Dollars and Forty Cents ($9,331.40) per lot, within three business days of the closing of such sale.
(2) as and for those remaining lots sold between March 1, 2010 through December 31, 2010, the sum of Nine Thousand Five Hundred Dollard ($9,5,00.00) per lot, within three business day of the closing of such sale.
(3) as and for those remaining lots sold between January 1, 2011 through December 31, 2011, the sum of Nine Thousand Eight Hundred and Nine Dollars ($9,809.00) per lot, within three business day of the closing of such sale.
(4) as and for those remaining lots sold between January 1, 2012 through December 31, 2012, the sum of Ten Thousand One Hundred Twenty Eight Dollars ($10,128.00) per lot, within three business days of the closing of such sale.

(5) as and for those remaining lots sold between January 1, 2013 through December 31, 2013, the sum of Ten Thousand Four Hundred Fifty Seven Dollars ($10,457.00) per lot, within three business days of the closing of such sale.

(6) Moreover, a lump sum payment due on all remaining obligations of the DEVELOPER to the CITY for unsold lots is due in full on January 1, 2014. The parties shall execute and deliver an amended promissory note and mortgage on the Velde Drive Lots, consistent with this amended agreement, securing DEVELOPER's reimbursement obligations hereunder. The CITY shall release said mortgage as to each lot upon sale of each lot and reimbursement as provided herein.

(7) The Developer shall pay the City $10,007.93 as the 3.25% interest (since September 1, 2008) prior to March 1, 2010.

2. Real Estate Mortgage

Section 3. In **SECURED DEBT,** reference to the amount owing by promissory note is amended from ($196,931.00) to ($205,291.00) as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions

That certain promissory note executed by Mortgagor of even date herewith, described in Exhibit B attached hereto and incorporated herein by this reference in the principal sum of $205,291.00, payable in accordance with the terms and conditions set forth therein, with interest from September 1, 2008 at 3.25% per annum, until payment in full on January 1, 2014.

3. Real Estate Mortgage

Section 25. **MAXIMUM OBLIGATION LIMIT** is amended from ($196,931.00) to ($205,291.00) plus accruing interest at the rate of 3.25% per annum beginning September 1, 2008. This limitation of amount does not include attorneys fees, and other fees and charges validly made pursuant to this Security. Instrument to protect Lender's security and to perform any of the covenants contained in this Security Interest.

4. Promissory Note

Paragraph one of the Promissory Note is amended by changing the methods of payments as follows:

(1) All lots sold prior to March 1, 2010, the sum of Nine Thousand Three Hundred Thirty One Dollars and Forty Cents ($9,331.40) per lot, within three business days of the closing of such sale.

(2) as and for those remaining lots sold between March 1, 2010 through December 31, 2010, the sum of Nine Thousand Five Hundred Dollard ($9,5,00.00) per lot, within three business day of the closing of such sale.

(3) as and for those remaining lots sold between January 1, 2011 through December 31, 2011, the sum of Nine Thousand Eight Hundred and Nine Dollars ($9,809.00) per lot, within three business day of the closing of such sale.

(4) as and for those remaining lots sold between January 1, 2012 through December 31, 2012, the sum of Ten Thousand One Hundred Twenty Eight Dollars ($10,128.00) per lot, within three business days of the closing of such sale.

(5) as and for those remaining lots sold between January 1, 2013 through December 31, 2013, the sum of Ten Thousand Four Hundred Fifty Seven Dollars ($10,457.00) per lot, within three business days of the closing of such sale.

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of the Cityof Pekin, 111 South Capitol Street, Pekin IL 61554. or at such other place or places as the holder of this Note may from time to time designate, the principal sum of TWO HUNDRED FIVE THOUSAND TWO HUNDRED NINETY ONE and no/100 DOLLARS, payable in full on or before January 1, 2014. Until such amount is paid in full, Maker shall pay to the City of Pekin the following:

(1) All lots sold prior to March 1, 2010, the sum of Nine Thousand Three Hundred Thirty One Dollars and Forty Cents ($9,331.40) per lot, within three business days of the closing of such sale.

(2) as and for those remaining lots sold between March 1, 2010 through December 31, 2010, the sum of Nine Thousand Five Hundred Dollard ($9,5,00.00) per lot, within three business day of the closing of such sale.

(3) as and for those remaining lots sold between January 1, 2011 through December 31, 2011, the sum of Nine Thousand Eight Hundred and Nine Dollars ($9,809.00) per lot, within three business day of the closing of such sale.

(4) as and for those remaining lots sold between January 1, 2012 through December 31, 2012, the sum of Ten Thousand One Hundred Twenty Eight Dollars ($10,128.00) per lot, within three business days of the closing of such sale.

(5) as and for those remaining lots sold between January 1, 2013 through December 31, 2013, the sum of Ten Thousand Four Hundred Fifty Seven Dollars ($10,457.00) per lot, within three business days of the closing of such sale.

(6) Interest shall be charged at 3.25% per annum, during said period.

5. Assignment.

There is added, by amendment, the following language with respect to assignment

"Developer shall not sell or assign its rights or obligations under the agreement without the express written consent of the City, which consent shall not be unreasonably withheld."

The agreement is hereby amended, by the addition of the following:

(1) Attorneys fees: In the event of default by either party hereto, or any successors to a defaulting party, an action taken to enforce the rights and obligations under this agreement, the successful party in any enforcement action arising out of this agreement, shall be entitled to its' attorneys fees and costs, in enforcing the rights and obligations of the other party.

6. This agreement is also amended by the addition of the following language:

Dedication of Right of Way.

(1) The Developer shall, upon request by the City, dedicate the southerly 8 feet of property to the City as additional Right-Of-Way for Velde Drive for the approximately 400 foot section immediately West of Parkway Drive. Developer shall execute any and all necessary documents to effectuate the dedication of the additional right of way strip for Velde Drive, for the City.

7. All other terms and conditions of the AMENDED AGREEMENT shall remain in full force and effect.

BE IT FURTHER ORDAINED:

SECTION I. 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 Mortgage with the Recorder of Deeds of Tazewell County, Illinois; said Mortgage being attached hereto, marked for identification as Exhibit "C" and specifically made a part hereof by reference thereto.

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

SECTION III. That this Ordinance shall be in full force and effect

upon its passage, approval and publication as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this

________ day of ____________, 2010; and upon roll call the vote was as follows:

AYES:_______________

NAYS:_______________

ABSENT:_______________

ABSTAINING:_______________

APPROVED this ______ day of________________, 2010.

____
MAYOR

ATTEST:

____
CITY CLERK

REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Engineering Agreement with Farnsworth Group

AGENDA DATE REQUESTED: February 22, 2010

ACTION REQUESTED: Approve agreement with Farnsworth Group to provide engineering services at agreed upon terms and conditions.

BACKGROUND: This agreement sets forth the general terms and conditions on how work will be handled between the City of Pekin and Farnsworth Group. Rather than try to estimate what needs to be done on what aspect of the many ongoing projects and tasks, we decided that we would set up the general terms and conditions on how work will be conducted and then as needed specific task orders would be generated that would detail what was to be done with a set price to accomplish the task. Each task order would be evaluated and brought to Council for approval. This will provide us with control over what is done and a firm cost without having to go through the terms and conditions each time plus it set hourly rates for Farnsworth personnel for the coming year.

I recommend that this agreement be approved.

FINANCIAL IMPACT: None with this agreement.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Provide for engineering services in a timely and cost efficient manner by setting the general terms and conditions for the coming year. When new work is required, we will only have to negotiate the cost to do the work.

IMPACT IF DENIED: When work is required, we would have to negotiate the price and the terms and conditions process with each item of work being done.

ALTERNATIVES: n/a

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation by providing ready engineering services to support waste water treatment plant work.

REQUIRED SIGNATURES

Department Director	[signature]	2/12/10 Date
Finance Department	N/A (Certification of Availability of Funds)	Date
Corporation Counsel	(Certification of Review)	Date
City Manager		Date

Farnsworth GROUP

2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

www.f-w.com | www.greennavigation.com

January 26, 2010

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

Attention: Joe Wuellner
Director of Public Works

Re: Annual Agreement for Professional Engineering Services

Dear Joe,

As discussed in our meeting on January 21, 2010, I have prepared the attached Agreement for review and consideration by the City of Pekin.

As project needs are identified by staff throughout the course of the year a task order scope letter and cost estimate for City approval will be prepared prior to proceeding with any Project work. This standard Agreement approach provides a convenient way for staff to address Engineering needs as they develop. Negotiations on scope and project budget will be completed with each task order in advance of council approval as required.

Please call for any questions at any time.

Respectfully,

FARNSWORTH GROUP, INC.

Patrik J. Sheridan, P.E.

Pekin General

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

Farnsworth GROUP

CITY OF PEKIN, ILLINOIS
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

AGREEMENT is effective this 8th day of February in the year 2010 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 2709 McGraw Drive, Bloomington, IL 61704 and the City of Pekin of 111 S. Capitol St., Room 242, Pekin, IL 61554, hereinafter referred to as the CLIENT.

It is hereby agreed that:

1. From time to time during the term of this Agreement, FGI shall provide professional engineering/architectural services for various projects of scope and schedule agreed upon by FGI and the CLIENT. For each project, FGI shall provide a project task order letter proposal including scope of work, schedule for completion, and an estimate of fee for services to be rendered.

2. Each project task order proposal shall reference, as applicable to the work, the GENERAL CONDITIONS attached hereto.

3. FGI shall not proceed with work on any project without CLIENT approval of the task order letter proposal.

4. The CLIENT shall reimburse FGI for services on the basis of actual time and expense incurred.

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and FGI.

FARNSWORTH GROUP, INC.	City of Pekin, Illinois Client
Signature	Signature
Patrik J. Sheridan, P.E. Typed Name	Typed Name
Engineering Manager Title	Title
1-27-2010 Date	Date

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

Farnsworth GROUP

GENERAL CONDITIONS

Date: 2/8/10

Client: City of Pekin

Project: Annual Agreement for Professional Engineering Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A
Farnsworth Group, Inc.
Engineers, Architects, Surveyors & Scientists

Schedule of Charges – Effective January 1, 2010

Professional Staff – Engineering/Surveying	Per Hour
Engineering Intern I / Professional Intern I	$ 88.00
Engineering Intern II / Professional Intern II	$ 96.00
Engineer / Land Surveyor / Professional	$ 103.00
Senior Engineer / Senior Land Surveyor / Senior Professional	$ 108.00
Project Engineer / Project Land Surveyor / Project Professional	$ 120.00
Senior Project Engineer / Senior Project Land Surveyor / Senior Project Professional	$ 133.00
Engineering Manager / Land Surveying Manager / Professional Manager	$ 145.00
Principal	$ 168.00

Technical Staff – Engineering/Surveying

Technician I	$ 57.00
Technician II	$ 76.00
Senior Technician	$ 83.00
Chief Technician	$ 96.00
Computer Specialist	$ 103.00
Designer / Surveyor	$ 104.00
Senior Designer / Senior Surveyor	$ 109.00
Project Designer / Project Surveyor	$ 116.00
Senior Project Designer	$ 130.00
Administrative Support	$ 57.00

Specialists

Project Planner	$ 109.00
Senior Project Planner	$ 119.00
Government Affairs Professional	$ 136.00
Senior Government Affairs Professional	$ 168.00
Systems Integration Specialist I	$ 88.00
Systems Integration Specialist II	$ 96.00
Systems Integration Specialist III	$ 103.00
Senior Integration Specialist	$ 116.00
Systems Integration Manager	$ 144.00

Professional Staff - Architecture

Interior Design Professional I	$ 67.00
Interior Design Professional II	$ 77.00
Interior Design Professional III	$ 87.00
Architectural Intern I	$ 78.00
Architectural Intern II	$ 87.00
Architect	$ 98.00
Senior Architect / Senior Landscape Architect	$ 104.00
Project Architect	$ 114.00
Senior Project Architect	$ 125.00
Architectural Manager	$ 133.00
Senior Architectural Manager	$ 140.00
Principal-Architecture	$ 155.00

Technical Staff - Architecture

Architectural Technician	$ 69.00
Senior Architectural Technician	$ 81.00
Chief Architectural Technician	$ 88.00
Architectural Designer	$ 94.00
Senior Architectural Designer	$ 102.00
Project Architectural Designer	$ 109.00
Senior Project Architectural Designer	$ 122.00

Computer Specialist	$ 101.00
Administrative Support	$ 57.00

Miscellaneous – Engineering/Architecture/Surveying

Overtime Requested by Client	Negotiated
Expert Testimony	2 x billing rate
Field Vehicle & Equipment	$ 10/hour
Automobile (per mile)	$ 0.52
CADD Computer	$ 10.00
Consultants & Reimbursable Expenses Related to Project *	Cost + 10%
1 Unit GPS (Maximum $440/Day)	$22.00/hour
2 Unit GPS (Maximum $440/Day)	$44.00/hour
3 Unit GPS (Maximum $660/Day)	$66.00/hour
Robotic Total Station	$22.00/hour

* Includes the actual cost of blueprints, supplies, tolls, testing services, laboratory, personnel subsistence, and other costs directly incidental to the performance of the above services.

1. RATES EFFECTIVE February 8, 2010 through December 31, 2010.

2. RATES EFFECTIVE for subsequent years will be submitted to the CLIENT prior to December 31 of the current calendar year for review and approval and shall be effective as of January 1 of the new calendar year.

REQUEST FOR COUNCIL ACTION

To: **Council Members**

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

From: **Joe Wuellner**

AGENDA ITEM: Farnsworth Task Order – First Flush Study

AGENDA DATE REQUESTED: February 22, 2010

ACTION REQUESTED: Approve Task Order with Farnsworth Group to provide engineering services to compile data and submit a report to the IEPA to conclude the First Flush Study.

BACKGROUND: In 2003, Farnsworth was tasked to provide monitoring on the Combined Sewer Outfalls (CSO's) and provide this data to the IEPA to show what was being transported through the system to the river. At that time the focus was to determine what types and concentrations of contaminants were entering the river due to CSO's. Now as part of the pending new permit requirements we not only need to know what is going to the river but how much is caught and transported to the plant for treatment prior to discharges to the river. Work was done this fall to reconfigure the sampling points in order to capture the appropriate samples and we are ready to start sampling again. This task order will cover the cost for Farnsworth to compile the data, create the charts and tables showing flow and contaminants over time, summarize the information, and write a report to the IEPA.

I recommend that this agreement be approved.

FINANCIAL IMPACT: $16,574.00 from the Sewer Operations Fund

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Allow for the completion of the First Flush Study.

IMPACT IF DENIED: Will not complete the study and be in violation of IEPA requirements.

ALTERNATIVES: n/a

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director	Joe Wheeler	2/12/10 Date
Finance Department	(Certification of Availability of Funds)	2-12-10 Date
Corporation Counsel	(Certification of Review)	Date
City Manager		Date

Farnsworth
GROUP

2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

www.f-w.com | www.greennavigation.com

January 25, 2010

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

Attention: Joe Wuellner
Director of Public Works

Re: Task Order for Professional Engineering Services

Dear Joe,

Under the terms of our Annual Agreement for Professional Engineering Services, we purpose the following:

1. Letter Summary Report and Data Analysis to complete Sewage First Flush Study as required by the Illinois Environmental Protection Agency for approval of the City of Pekin Wastewater Treatment Facilities Plan and Long Term Control Plan.

2. A cost estimate and scope breakdown is attached.

3. The letter report summary will be submitted to the IEPA within 30 working days after receipt of flow monitoring, rain gauge and sampling data from the City sufficient for the IEPA requirements.

4. For any services above the scope and budget of this proposal, an amended task order will be prepared for City approval prior to performing the work.

Please call for questions or additional information needed at any time.

Respectfully,

FARNSWORTH GROUP, INC.

Patrik J. Sheridan, P.E.

Pekin General

APPROVAL:

FARNSWORTH GROUP, INC.	City of Pekin, Illinois Client
Signature	Signature
Patrik J. Sheridan, P.E. Typed Name	Typed Name
Engineering Manager Title	Title
1-27-2010 Date	Date

City of Pekin
Task Order Engineering Services
Budget Estimate
IEPA First Flush Analysis Letter Report

2010 Schedule		**Data Collection, consolidation, sequencing from Owner SCADA (flow; rainfall;sampling)**		**Data Analysis, tabulation and graphics**		**Letter Report preparation and submision to agency**		**Allowance for Meetings, Presentations, Updates, Management and Coordination with Pekin Staff and/or Council**		**Allowance for Meetings, and Coordination with IEPA and report comment revisions.**		**Project Budget Summary**
	COST/ HOUR	Estimated Hours	Total Item	Estimatec Hours	Total Item	Estimated Hours	Total Item	Estimated Hours	Total Item	Estimated Hours	Total Item	TOTAL AMOUNT
Principal	$168.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Professional Manager	$145.00		$0.00	4.0	$580.00	8.0	$1,160.00	12.0	$1,740.00	16.0	$2,320.00	$5,800.00
Senior Project Professional	$133.00	12.0	$1,596.00	32.0	$4,256.00	12.0	$1,596.00		$0.00	8.0	$1,064.00	$8,512.00
Project Professional	$120.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Senior Engineer Professional	$108.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Professional	$103.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Professional Intern II	$96.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Professional Intern I	$88.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Senior Project Designer	$130.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Project Designer	$116.00		$0.00	4.0	$464.00	4.0	$464.00		$0.00		$0.00	$928.00
Senior Designer	$109.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Designer	$104.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Computer Specialist	$103.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Chief Technician	$96.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Senior Technician	$83.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Technician II	$76.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Technician I	$57.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Administrative Support	$57.00		$0.00	4.0	$228.00	4.0	$228.00	4.0	$228.00	4.0	$228.00	$912.00
Field Car & Equipment	$10.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Expenses:												
Personal Car (Miles)	$0.52	50.0	$26.00		$0.00		$0.00	200.0	$104.00	100.0	$52.00	$182.00
Mailings/UPS/Copies	L.S.		$0.00		$0.00	50.0	$50.00	75.0	$75.00	$75.00	$75.00	$200.00
Lodging/perdiem	$125.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Prints	L.S.		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Geotechnical	L.S.		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
CADD Computer (per hour)	$10.00		$0.00		$0.00	4.0	$40.00		$0.00		$0.00	$40.00
GPS Equipment (per hr)	$44.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Robotic Total Station (per hour)	$22.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
Miscellaneous equipment/tools	L.S.		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
TOTALS			**$1,622.00**		**$5,528.00**		**$3,538.00**		**$2,147.00**		**$3,739.00**	**$16,574.00**
												$16,574.00

CITY OF PEKIN POLICY NO. 16

City of Pekin policy for paid sales commission for City owned property

Policy: A 10% sales commission will be paid to licensed real estate brokers, acting as an agent for the Buyer and representing Buyer, who facilitate and accomplish the sale of City owned property. The broker must be identified at the outset of any transaction, before negotiations begin, and a formal written agreement shall be executed by and between the broker, the buyer, and the City of Pekin.

This policy shall be in effect for one year, from the date adopted, and will be reviewed at the conclusion of its first year of implementation.

The commission shall be 10% of the sales price, or $500.00 per acre, whichever is greater.

Payment shall be made upon closing of the sale and the transfer of the real estate to the Buyer.

Buyers generated through the State of Illinois or the EDC of Central Illinois are not eligible for compensation under this sales commission policy.

Staff shall prepare necessary agreements or procedures for implementation of this sales commission policy. The Mayor shall be authorized to execute said sales agreement.

Purpose: The purpose of the policy is to give significant incentives for realtors in order to encourage them to actively search and solicit business to locate in Pekin. Currently no sales commission is paid for the City owned property, and it is believed that a commission structure, as set forth above, will enhance the possibilities for active marketing by the private sector for City owned property. Without this incentive Real Estate companies are reluctant to suggest our property.

Adopted this _______ day of ______________________, 2010.

REQUIRED SIGNATURES

Department Director	______________________________	
		Date
Finance Department	______________________________	
	(Certification of Availability of Funds)	Date
Corporation Counsel	______________________________	
	(Certification of Review)	Date
City Manager	______________________________	
		Date