



REGULAR COUNCIL MEETING MONDAY, FEBRUARY 13, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of January 23, 2012.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File December Monthly Reports and Minutes: Building Department January Reports, Liquor Commission Minutes dated January 26, 2012 and Traffic Safety Committee Minutes dated February 3, 2012.		5
7.2 Resolution No. 27-11/12 – Reappointment of Robert Small to the Pekin Housing Authority for a five year term until January 14, 2017.		5
7.3 Receive and File Bids Wastewater Treatment Plant Improvement - Phase 2B. Opened January 17, 2012.		3
7.4 Resolution No. 28-11/12 – Regarding Minutes of Executive Session Meetings for the City Council of the City of Pekin.		5
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		

8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Public Hearing for the purpose of considering and hearing testimony as to the adoption of ordinances authorizing the execution of annexation agreements and ordinances providing for the annexation of approximately 271.18 acres commonly known as the Adwell and the Irwin farm properties, VFW Road.		
9.0 NEW BUSINESS		
9.1 Ordinance No. 2652-11/12 – Providing for the Execution of an Annexation Agreement and Acceptance of a Petition for Annexation DESCRIPTION: Petition received from Adwell Corporation and an agreement entered into with property owner of the farm land in the area of VFW Road to annex into the City. The property will provide for business expansion and further economic development opportunities. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	3
9.2 Ordinance No. 2653-11/12 – Providing for the Execution of an Annexation Agreement and Acceptance of a Petition for Annexation DESCRIPTION: Petition received from Norman Irwin as Trustee for Albert Smith and an agreement entered into with property owner of the farm land in the area of VFW Road to annex into the City. The property will provide for business expansion and further economic development opportunities. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	3
9.3 Ordinance No. 1568-A187-11/12 – Providing for the Rezoning of Certain Property DESCRIPTION: Adwell Annexation Agreement provides for the zoning of the annexed parcels 10-10-11-300-011 and 10-10-14-100-002 currently zoned AG (Agricultural) District to PUD (Planned Unit Development) District. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	3
9.4 Ordinance No. 1568-A188-11/12 – Providing for the Rezoning of Certain Property DESCRIPTION: Irwin Annexation Agreement provides for the zoning of the annexed parcels 10-10-15-200-005 & part of 10-10-15-200-007 currently zoned AG (Agricultural) District to I-1 (Industrial) District. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	3

9.5 Wastewater Treatment Plant (STP #1) Improvements Phase 2B Bids DESCRIPTION: Construction of the plant was broken up into two parts to receive multiple IEPA low interest loans. Williams Brothers was lowest qualified bidder at two million below engineer's estimate of \$16,894,000.00. ACTION: Motion to approve the bids for the WWTP Phase 2 and award the contract to Williams Brothers Construction, Inc. in the amount of \$14,850,000.00. VOTE REQUIRED	MG	3
9.6 Project Support Joint Agreement with Illinois Department of Transportation DESCRIPTION: Approve the agreement with IDOT to add a battery backup for traffic signals at IL 29 and Manito Blacktop. City's participation is \$812.00, 10% of the cost. Work scheduled to bid March 9, 2012 letting. ACTION: Motion to approve the agreement in the amount of \$812.00. VOTE REQUIRED	MG	3
9.7 Resolution No.29-11/12 – Illinois Department of Transportation Resolution for Street Maintenance DESCRIPTION: Appropriating Motor Fuel Tax Funds in the amount of \$812.00 (amended to \$1,015.00) for the City share of expenditures in the agreement with IDOT for battery backup traffic signal Rt 29 and Manito Blacktop. ACTION: Motion to adopt the resolution. VOTE REQUIRED	MG	3
9.8 School Bus Lease Agreement DESCRIPTION: 5yr agreement with Midwest Transit –International has been proposed after comparisons with Central States – Blue Bird Bus. ACTION: Motion to authorize the City to enter into a Lease Agreement in the amount of \$629,631.00 per year. VOTE REQUIRED	TW	5
9.9 March Madness Experience Sponsorship DESCRIPTION: Recommendation of the Tourism Committee to regionally support Peoria hosting the IHSA Boy's Basketball Tournament March 8-10 & March 15-17, 2012. Tourism Grant available dollars are \$33,293.12. ACTION: Motion to approve the expenditure of \$5,000.00. VOTE REQUIRED	LM	4

9.10 Participation Agreement with Today in America DESCRIPTION: City approached by nationally syndicated show to do a spot on the City of Pekin's many assets. Five minute spot to air numerous times on the network and final product to become the property of the City. ACTION: Motion to approve the Tourism expenditure of \$19,800.00. VOTE REQUIRED	JW	1
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (1) Personnel - The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.	DG	5
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

DG	Assistant City Manager Darin Girdler	MG	City Engineer Mike Guerra
JW	City Manager Joseph Wuellner	TW	Supt of Transportation Ty Whitford
LM	Coordinator Economic Development Leigh Ann Matthews		

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JANUARY 23, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, SCHMIDGALL, MASSAGLIA,
HENDRICKS, MCCABE, AND BARRA**

ABSENT: NONE

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

Roll was called and all Council Members were physically present except Council Members Schmidgall. A quorum was present. Council Member Schmidgall entered the meeting at 5:55 p.m.

AGENDA

Motion by Council Member Abel, seconded by Council Member Blanchard that **the agenda be amended by removing 9.1 Agreement with Advance Technology Recycling under Unfinished Business and the agenda be approved as amended.** On roll call vote all present voted Aye.

MINUTES

Motion by Council Member Abel, seconded by Council Member Massaglia, that the **minutes of the Regular City Council Meeting of January 9, 2012, be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT

Nathan Schmidgall, 1019 Edgewater Drive, addressed the Council on HB 2306 providing for the end of Federal Marijuana Prohibition Act. The bill does not legalize marijuana but removes it from the list of federally controlled substances while allowing states to decide how they will regulate it. He urged the Council to begin open discussion to legalize marijuana for adults over 21 and its use for pulmonary function.

Seth Mingus, 2904 Fondulac, East Peoria introduced himself to Council as the Assistant Principal Pekin Community High School. He voiced support for the passage of the ordinance to prohibiting the sale, procession, delivery or use of synthetic alternative drugs. He stated the school has found a greater presence of it and the false perception that the drugs are safe because they are legal. Illnesses, suspensions and expulsions were related to the drugs.

CONSENT AGENDA

Motion by Council Member Abel, seconded by Council Member Hendricks, that the **CONSENT AGENDA be approved as presented.** The following were presented for consideration of the Consent Agenda items by Omnibus Vote.

- | |
|---|
| <p>7.1 Receive and File December Monthly Reports and Minutes: Police Department, Fire Department, Tazewell County Animal Control, and Building Department Reports.</p> |
| <p>7.2 Receive and File Annual Financial Statements for Year Ended April 30, 2011 prepared by Willow, Warning & Co., P.C.</p> |

Council Member Blanchard was informed by the Fire Chief that calls responded to by the department are determined by T/PCCC, from dispatch cards based on the information of the extent of the injury. On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Police Chief Greg Nelson **PRESENTED OFFICER RODNEY HANY** a City watch for his 21½ years of service to the Pekin Police Department. He described the retiring officer as an easy going, committed family man and that it was unfortunate that he was injured in the line of duty.

Presentation of the **ANNUAL AUDIT REPORT FOR YEAR ENDED APRIL 30, 2011** was made by Jim Warning of Willock Warning & Co., Certified Public Accountants. Remarks were delivered by Mr. Warning from a condensed summary as to the City's financial position and activities for FY ended in 2011. He discussed the revenue levels of FY 2008 as comparison to the FY 2011 net assets and changes to access the condition of the City as a whole because of economic factors affecting a comparison with 2010 and 2009. He reported that trends in revenues were concerning, yet personnel/pension costs continue to rise. In summary, he was cautiously optimistic about finances in the City.

Assistant City Manager Darin Girdler provided summary information and preliminary figures for the development of the **FY 2013 BUDGET**. He stated after line item review and some adjustment process, staff was able to fine tune each department's original request and present a lean budget without cutting levels of core services or reduced personnel or adding new programs. A solution was also proposed for approximately \$2.2 million of deferred capital items which involved a debt instrument such as a loan or bond issue. Snow plow, ladder truck, street sweeper garbage trucks, etc. to replace aged or obsolete equipment could be purchased with the repayment of the debt allocated to the appropriate department over a 10 year period. It was suggested that more detail of budget information would be provided the Council with final approval in March prior to the start of the fiscal year. Mayor Barra complimented the staff on providing a plan for a balanced budget. Discussion followed. Council Member Schmidgall requested a list of the departments' unfulfilled wishes as a matter of fiscal responsibility. Council Member Blanchard requested a formal budget work session to review items in department budgets. Council was not in agreement on necessity of budget meetings. Mayor Barra instructed members to arrange individual time with the Assistant Manager in the next two weeks if there was further detail or explanation of budget figures needed.

NEW BUSINESS

Motion by Council Member Blanchard, seconded by Council Member Massaglia that the **INTERGOVERNMENTAL AGREEMENT WITH THE PEKIN HOUSING AUTHORITY FOR POLICE PROTECTION SERVICES be approved**. Police Chief Nelson recommended to the Council a joint Agreement with the Pekin Housing Authority to provide protection of the residents by uniform off-duty police officers. Rates for the annual renewal between the months of February through January remained at \$25.00 per hour. Council questioned the limits for voluntary services and additional liability cost to the City. Council was advised that workers comp was covered by the Housing Authority and that officers fall under the City's liability coverage. On roll call vote all present voted: Ayes, Abel, Schmidgall, McCabe, Hendricks, Massaglia, Barra; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 2649-11/12

ESTABLISHING PROCEDURE FOR SALE OR LEASE OF SURPLUS PUBLIC REAL ESTATE

Motion by Council Member Schmidgall, seconded by Council Member Abel that Ordinance No. 2649-11/12 be adopted. Assistant City Manager Darin Girdler explained to Council that the procedure will allow the City to more efficiently handle the process of disposing or leasing surplus properties by allowing the City Manager to negotiate the price and terms. A final agreement would be presented to Council for approval by ¾ vote. The provisions would later be incorporated into the Code of the City of Pekin. On roll call vote: Ayes, Abel, Schmidgall, Blanchard, Massaglia, Barra; Nays, McCabe, Hendricks. Motion Carried.

ORDINANCE NO. 2650-11/12

EXECUTION OF AN EXCHANGE AGREEMENT

Motion by Council Member Massaglia, seconded by Council Member Blanchard that Ordinance No. 2650-11/12 be adopted. The ordinance provided for the exchange of 19.1248 acres of City property for two parcels 11.953 acres necessary for the continued acquisition of right-of-way for Veterans Drive Project. Relocation of irrigation systems and tree clearing would be reimbursed by IDOT. On roll call vote all present voted Aye.

RESOLUTION NO. 26-11/12

SUPPLEMENT TO RESOLUTION NO. 42-09/10

Motion by Council Member Hendricks, seconded by Council Member Blanchard that Resolution No.26-11/12 be adopted. City Engineer Mike Guerra explained to the Council that the resolution appropriated additional Motor Fuel Tax in the amount of \$657.50 for the state project which resurfaced Rt 9 from Olt to Tremont and upgraded traffic signals at Court & Veterans and Court & Barney. The project was recently finalized and total City share of costs exceeded the original appropriation of MFT money for \$4,000.00 approved on April 12, 2010. On roll call vote all present voted Aye.

ORDINANCE NO. 2651-11/12

AMENDING TITLE 6, CHAPTER 2 OF THE CODE OF THE CITY OF PEKIN 1995 BANNING SYNTHETIC ALTERNATE DRUGS

Motion by Council Member McCabe, seconded by Council Member Massaglia that Ordinance No. 2651-11/12 be adopted. The purpose of the ordinance to prohibit the sale, gift, delivery, possession and use of synthetic alternative drugs was presented to the Council. Police Chief Nelson advised that alternative drugs that mimic cannabis and known as K-2 and spice were being imported into this country mostly from China. The small bags and were being sold at commercial businesses such as gas stations and smoke shops in the community. National Poison Control Centers have received increased reports of these compounds being used and the State struggles to keep up with new variations being introduced. Council Member Hendricks read from a prepared statement that he did not advocate drug usage but the ordinance just created another level of government when there were laws already at the State and Federal levels. He expressed doubt that an ordinance would reduce the use of the drugs.

Motion by Council Member Hendricks, seconded by Council Member Blanchard that Ordinance No. 2651-11/12 be tabled. On roll call vote: Ayes, Blanchard, Hendricks; Nays, Abel, Schmidgall, McCabe, Massaglia, Barra. Motion Failed. Debate on the merits of the ordinance followed. Council Member Hendricks felt the ordinance was too broad and could leave the City open to possible litigation. Council Member Blanchard asked for more information on State law. He said enforcement of local provisions was not a top priority for the police to focus on. Council Member Schmidgall reiterated the ordinance would stop the sale of the drugs in Pekin. Council Member McCabe and Mayor Barra stated they have seen the negative effects of the drugs at the high school.

Council Member Massaglia called for the question. Roll was called on the original motion to adopt the synthetic drug ordinance. On roll call vote: Ayes, Abel, Schmidgall, McCabe, Massaglia, Barra; Nays, Blanchard, Hendricks. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

- Ken Ehresman, 500 W. South Street, Pontiac, Senior Technician with Advanced Technology Recycling, thanked the Council for considering a contract with ATR though it was removed from the agenda. He stated his company offered a sustainable approach to e-waste and urged the Council to look at certified companies. He committed to being available if needed in the future by the City.
- Dale Kuntz, 5 Fox Point, distributed photos and addressed the Council regarding his continued efforts to point out and overcome “melancholy” on Court Street.
- Tyler Wallis, student of Pekin Community High School, thanked the Council for the adoption of the synthetic drug ordinance, pointing out the negative effects he had seen among the students users in grades and family.
- Roger Greer, 601 Prince Street, expressed his concern that there were too many laws, unemployment, and homelessness in Pekin.
- Nathan Schmidgall, 1019 Edgewater, reiterated his urging for Council to do what they could to legalize the use of marijuana.

No further business to come before the Council, motion by Council Member McCabe, seconded by Council Member Blanchard that Council adjourn. Motion carried by voice vote.

COUNCIL ADJOURNED AT 7:05 P.M.

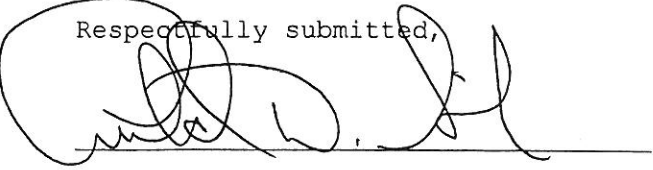
Sue E. McMillan
City Clerk

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
January '2012

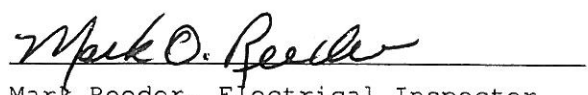
	PERMITS	VALUE	FEEs
BUILDING DEPT	22	\$21,055,769.00	\$ 4,366.85
ELECTRIC DEPT	10	\$ 2,500.00	\$ 379.00
HVAC DEPT	25	\$ 105,439.80	\$ 800.00
PLUMBING DEPT	23		\$ 500.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	2		\$ 40.00
SEWER PERMITS	7		\$ 385.00
SEWER TAP RES	1		\$ 1,600.00
SEWER TAP COMM			\$.00
DEPARTMENT TOTAL	90	\$21,163,708.80	\$ 8,070.85

TOTAL CODE ENFORCEMENT COMPLAINTS - 35

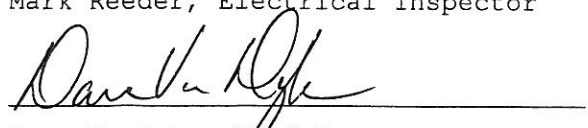
Respectfully submitted,



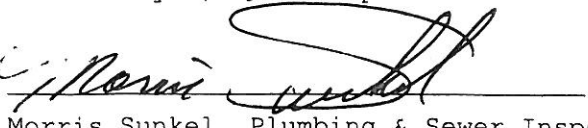
Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2012

BUILDING REPORT 2011														
MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG PERMITS			
JANUARY	2.00	\$329,525			9.00	\$20,678,744	5.00	\$44,900	2.00	\$2,600	2.00	\$0	\$21,055,769	22.00
FEBRUARY														
MARCH														
APRIL														
MAY														
JUNE														
TOTAL 6 MO.	2.00	\$329,525	0.00	0.00	9.00	\$20,678,744	5.00	\$44,900	2.00	\$2,600	2.00	\$0	\$21,055,769	22.00
JULY													\$0	0.00
AUGUST													\$0	0.00
SEPTEMBER													\$0	0.00
OCTOBER													\$0	0.00
NOVEMBER													\$0	0.00
DECEMBER													\$0	0.00
TOTAL 6 MO.	0.00	\$0	0.00	0.00	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	\$0	0.00
YEAR	2	\$329,525	0.00	0.00	9.00	\$20,678,744	5.00	\$44,900	2.00	\$2,600	2.00	\$0	\$21,055,769	22.00



**LIQUOR COMMISSION MINUTES
WEDNESDAY, JANUARY 26, 2012
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Liquor Commissioner Laurie Barra called the meeting to order at 4:04 p.m.

PLEDGE of ALLEGIANCE

ROLL CALL

The following members were present for roll call: Liquor Commissioner Laurie Barra, Police Chief Greg Nelson, Fire Chief Kurt Nelson, Commission Member Dale Vonderheide, Deputy Liquor Commissioner Rick VonRohr, and Commission Member Buster Hanley

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA

Motion made by Commission Member Vonderheide, seconded by Police Chief Nelson to approve the Agenda of January 26, 2012. On roll call vote all present voted Aye. Motion Carried.

APPROVAL OF MINUTES

Motion made by Police Chief Greg Nelson to approve the Liquor Commission Minutes dated December 22, 2011, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

There were no comments or questions heard.

NEW BUSINESS

New Application – Pekin Investment, LLC dba Holiday Inn Express – 3615 Kelly Avenue – Carl Collina, Direct Operations was present.

Discussion: Members asked if this would be a full bar and Mr. Collina stated this would be a portable bar and used for receptions only and locked when not in use.

Fire Chief Kurt Nelson made a motion to approve the liquor license for Pekin Investment, LLC dba Holiday Inn Express, Seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion carried.

Hearing: Roadhouse Bar & Grill, Inc. dba Roadhouse Bar & Grill – 930 S. 2nd Street – Crystal Rife and Randy Struben were not present.

Sue Bosich read the charges against Roadhouse Bar & Grill, Inc. dba Roadhouse Bar & Grill for the record.

Discussion: Commission Member Vonderheide questioned who the liquor license was issued too – Sue Bosich explained the Licensee holder is Roadhouse Bar & Grill, Inc. dba Roadhouse Bar & Grill and states Crystal Rife as Manager. Commission was informed they have a sign posted on their business at 930 S. 2nd Street stating Business for sale or lease. Jim Fox was present for the meeting. Mr. Fox is not involved with the Hearing proceedings. He did sign a lease with Randy Struben and Crystal Rife to manager the Roadhouse Bar & Grill, Inc. and did not understand the City of Pekin's Liquor Code. He is also not part of the Corporation.

Fire Chief Kurt Nelson made a motion to revoke the Roadhouse Bar & Grill, Inc. dba Roadhouse Bar & Grill liquor license and the premises at 930 South 2nd Street, Pekin, IL 61554, fine of \$1,000 and Attorney fee's, Seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion carried.

Sue Bosich will notify the State of Illinois Liquor Control Commission. Ms. Bosich will prepare the notice and have ready for Liquor Commissioner Barra to sign Friday, January 27, 2012 and be served by the Pekin Police Department.

ANY OTHER BUSINESS

Angie Evans, Assistant Finance Director and Melanie Nievar, Accounting were present regarding the 2% Food and Beverage tax. Goodfella's Bar & Grill and Ol' Dad's are in arrears. Liquor Commissioner Barra sent a letter out to Goodfella's Bar & Grill certified letting Mr. Mullen's know of his arrearages and that he will be on the Liquor Commission February 22nd, 2012 Agenda for a Hearing. Certified letter going out to Ol' Dad's reminding them of their payments of the Food & Beverage tax due.

Discussion: Food and Beverage Tax is due the 20th of each month, if by the 1st of the next month they have not paid, a certified letter and regular mail will go out with a 10 day payment due. If not paid after the 10 days, Melanie will notify the Liquor Commissioner, Police Chief Greg Nelson, City Clerk Sue McMillan and Secretary Paula Gensel and another certified letter will go out informing them there will be a Hearing at the next Liquor Commission meeting.

Commission Member Vonderheide questioned how many liquor licenses Avanti's has. Asked since Steve Brown resigned from Avanti's Dome and they have a new General Manager, do we take away their liquor license? Mr. Vonderheide was informed the liquor license is in the Corporation, not an individual and that City Clerk Sue McMillan had sent a letter to owner Mr. Albert Zeller informing him his new manager would need to come into the Pekin Police Department to have a background check done.

Our next Liquor Commission meeting will be Thursday, February 23, 2012; some members will not be present so asked to move the meeting to Wednesday, February 22, 2012. All members were in agreement.

Friend's Tap and Goodfella's Pub & Pizza will be on the next Agenda.

Meeting adjourned 5:00 P.M.

Next Meeting Wednesday, February 22, 2012 at 4:00 P.M.

Respectfully submitted by Paula Gensel

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
FEBRUARY 3, 2011 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Greg Nelson, Joe Wuellner, Kurt Nelson, Tim Gillespie, Mike Guerra, Bob Shaw.
Also present: Bill Scarcliff, Will Taylor, Brandi Flairty.

Old Business:

1. Narrow Streets - Update

It was decided that Chief Greg Nelson will draft a memo to give to the council regarding narrow streets, restricted streets, and a bike route.

Around the Table

Bob Shaw clarified that during a snow parking ban, people can resume parking on the street once the street is plowed unless the snow is still accumulating.

Respectfully Submitted,

Brandi Flairty

NEXT REGULAR MEETING March 2, 2012 @ 8:30 A.M.

27-11/12

RESOLUTION No. _____

February 13, 2012
PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's reappointment of Robert Small to the Pekin Housing Board for a 5-year term
ending January 14, 2017, is approved.

803 Park Avenue

Pekin, IL 61554

347-7993

SIGNED BY _____

MAYOR.

HOUSING BOARD

5:30 P.M. 2ND TUESDAY OF THE MONTH (HOUSING OFFICE)

ANN J. TRUMPY
1014 FLORENCE
688-7481 (office)..... TERM ENDS JANUARY 14, 2013

DAVID VOLZ
7 GALE COURT
655-2862 (office)
347-8505 TERM ENDS JANUARY 14, 2014

SHIRLEY MOORE
205 PARK RIDGE LANE
346-7996 TERM ENDS JANUARY 14, 2015

KARL JORDAN
1827 VALLE VISTA
347-1391 TERM ENDS JANUARY 14, 2016

ROBERT SMALL
803 PARK AVENUE
347-7993 TERM ENDS JANUARY 14, 2017

DENNIS GREEN, DIRECTOR
PEKIN HOUSING
1901 BROADWAY
346-7996

City of Pekin, IL Wastewater Treatment Plant (STP #1) Improvements, Phase 2B Letting: January 17, 2012 2:00 pm Farnsworth Group, Inc. 2709 McGraw Drive Bloomington, IL 61704	Williams Brothers Construction, Inc. P.O. Box 1366 Peoria, IL 61654	River City Construction, LLC 101 Hoffer Lane East Peoria, IL 61611
	Lump Sum	Lump Sum
PHASE 2B LUMP SUM BASE BID	\$14,850,000.00	\$16,231,000.00

RESOLUTION NO. 28 -11/12
A RESOLUTION REGARDING MINUTES
OF EXECUTIVE SESSION MEETINGS OF
THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS

WHEREAS, the City Council of the City of Pekin has met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, the City Council of the City of Pekin, pursuant to the provisions of Illinois Compiled Statutes, Chapter 5, Section 120/2.06 (c), has reviewed unreleased minutes of all its closed sessions; and

WHEREAS, the City Council has determined at this time that the need for confidentiality still exists as to all of those minutes and that no minutes should be made available for public inspection; and

WHEREAS, the minutes of executive meetings of the City Council of the City of Pekin not released are retained in order to protect the public interest or the privacy of an individual as confidential; and

WHEREAS, the minutes of executive session meetings of the City Council of the City of Pekin prior to February 13, 2012 have been approved by the City Council of the City of Pekin; and

WHEREAS, pursuant to Section 2.06 (c) of the Open Meetings Act, the Clerk of the City of Pekin is further authorized to destroy the verbatim records of closed meetings that have occurred more than eighteen (18) months from date of this Resolution.

ADOPTED AND APPROVED by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 13th day of February 2012.

Mayor

ATTEST:

City Clerk

Please publish once, on January 28, 2012 and forward statement and certificate of publication to Sue E. McMillan, City Clerk, 111 S. Capitol Street, Pekin, IL 61554.

**NOTICE OF PUBLIC HEARING ON ANNEXATION ORDINANCES
TO BE ADOPTED BY THE CITY COUNCIL AND MAYOR
OF THE CITY OF PEKIN, ILLINOIS**

On Monday, February 13, 2012, at 5:30 p.m., a public hearing will be held by the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony as to the adoption of ordinances under the provisions of 65 ILCS 5/7-1-13, authorizing the execution of annexation agreements and ordinances providing for the annexation to the City of Pekin, Illinois, of tracts of property comprising approximately 271.18 acres of land legally described as follows:

10-10-11-300-011: All that part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County Illinois, containing 40 acres more or less.

10-10-14-100-002: All that part of the West Half (W1/2) of the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Twenty-Five (25) North, Range Five West of the Third Principal Meridian, Tazewell County Illinois, containing 77.3 acres more or less.

10-10-15-200-005: The North Half of the Northeast Quarter of Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT Tract 1, containing 4.00 acres, located in the Southeast corner thereof as shown on plat recorded in Plat Book "V", Page 339, in the Recorder's Office of Tazewell County, Illinois, containing 75.53 areas, more or less.

10-10-15-200-007: The South Half of the Northeast Quarter of Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, containing 78.35 acres, more or less except the following:

The West 33 feet of said premises conveyed to Pekin, Lincoln and Decatur Railroad Company by warranty deed dated August 5, 1871, recorded in Vol. 62, Page 516, also except the South 20 feet of said premises conveyed to the Commissioners of Highways by warranty deed dated April 29, 1902, recorded in Vol. 148, Page 109, and also except that part conveyed to Central Illinois Light Company by warranty deed dated July 15, 1970, recorded in Book 844, Page 27.

EXCEPT, a part of the South Half of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian in Cincinnati Township, Tazewell County, Illinois, being more particularly bounded and described as follows with bearings being for descriptive purposes only:

Commencing at the Southeast corner of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, thence North 00° 00' 00" West, along the East line of said Northeast Quarter of Section 15, a distance of 1129.05 feet, to a point, said point being the point of beginning of the land to be described;
Thence continuing North 00° 00' 00" West, along said East line of the Northeast Quarter of

Section 15, a distance of 200.00 feet, to a point on the North line of the South Half of the Northeast Quarter of Section 15;

Thence South 89° 48' 56" West, along said North line of the South Half of the Northeast Quarter of Section 15, a distance of 360.27 feet, to appoint;

Thence South 00° 00' 00" East, a distance of 200.00 feet, to a point;

Thence North 89° 48' 56" East, a distance of 360.27 feet, to the point of beginning, containing 1.654 acres, more less, subject to any easements, covenants of agreements of record, situated, lying and being in the County of Tazewell, in the State of Illinois, thereof as shown on plat recorded in Plat Book "CCC", Page 150 in the Recorder's Office of Tazewell County. Illinois, containing 1.654 acres, more or less.

Commonly known as the Irwin farm properly and the Adwell farm property, VFW Road, Pekin, Illinois 61554.

It is proposed that the subject properties be zoned Industrial (I-2) and annexed to the City of Pekin pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq and 5/7-1-13. The ordinances and a map of the subject properties proposed to be annexed to the City are on file with the City Clerk.

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 Pekin, Illinois.

Dated: January 25, 2012.

CITY OF PEKIN

By: Sue E. McMillan, City Clerk

LEGAL NOTICE

NOTICE OF PUBLIC HEARING TO CONSIDER PROPOSED PRE-ANNEXATION AGREEMENTS BY THE PLANNING AND ZONING BOARD OF THE CITY OF PEKIN, ILLINOIS

On July 20, 2011, at 6:30 P.M., a public hearing will be held by the Planning and Zoning Board of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol, Pekin, Illinois, for the purpose of considering and hearing testimony as to proposed annexation agreements of the properties to be annexed to the City of Pekin, Illinois, said properties comprised of four tracts and approximately 235.65 acres being legally described as follows:

Permanent Index No.
10-10-11-300-011
10-10-14-100-002
10-10-35-200-018
10-10-35-200-006
10-10-35-200-001
10-10-15-200-005
10-10-14-100-004
10-10-15-200-003
10-10-15-200-003

A copy of the proposed annexation agreements will be on file with the City Clerk. You are further notified that the proposed annexation agreements may be changed, altered, modified or amended in their entirety after the public hearing. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By Order of the Corporate Authorities of the City of Pekin, Illinois.
SUE E. McMILLAN, CITY CLERK

LEGAL DESCRIPTION:

PARCEL 1:

ID #10-10-11-300-011: All that part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Eleven (11), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County, Illinois, containing 40 acres more or less.

PARCEL 2:

ID #10-10-14-100-002: All that part of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Fourteen (14), Township Twenty-Five (25) North, Range Five West of the Third Principal Meridian, Tazewell County, Illinois, containing 77.3 acres more or less.

PARCEL 3:

ID #10-10-35-200-018: A parcel of land located in the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-Five (35), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows: Beginning at a point on the South line of the Northeast Quarter of said Section 35, 78 feet, more or less; East of the southwest corner thereof, said point being on the center line of the Grantor's P&N District main track as formerly located; thence northerly along said centerline, 132 feet, more or less; to a point of the North Line of the Southwest Quarter of said Northeast Quarter, 68 feet, more or less; East of the Northwest corner of said Quarter, thence continuing northerly along said centerline, 772 feet, more or less, to the north bank of creek; thence easterly along said north bank, 33 feet to a line that is parallel to, and 33 feet normally distant easterly from the centerline of said former main track; thence southerly along said parallel line, 2097 feet, more or less to said South line; thence West along said South line, 33 feet to the point of beginning.

Being a part of that real estate acquired by the St. Louis, Peoria and Northern Railway Company, an early predecessor of Grantor, from Adam Rapp, et ux by deed dated June 11, 1897 and recorded in Deed Book 134 at page 104.

PARCEL 4:

ID #10-10-35-200-006: All that part of the South Half (S) of the Northeast Quarter (NE 1/4) of Section Thirty-Five (35), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County, Illinois lying East of the railroad right-of-way and containing 80 acres more or less, situated in Tazewell County, Illinois.

PARCEL 5:

ID #10-10-35-200-003: Parcel B in the North Half (N) of the Northeast Quarter (NE 1/4) of Section Thirty-Five (35), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, as shown on Plat recorded in Plat Book "S" on page 23 in the Recorder's Office of Tazewell County, Illinois.

PARCEL 6:

ID #10-10-15-200-005: The North Half (N) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT Tract 1, containing 4.00 acres, located in the Southeast corner thereof as shown on plat recorded in Plat Book "V", page 339, in the Recorder's Office of Tazewell County, Illinois containing 75 acres, more or less.

PARCEL 7:

ID #10-10-14-100-004: The Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Fourteen (14), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County, Illinois.

PARCEL 8:

ID #10-10-15-200-003: A part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township Twenty-Four (24), Range Five West of the Third Principal Meridian, more particularly described as follows to wit: Commencing at the East Quarter (E 1/4) of said Section Fifteen (15); thence South 89°50'40" West along the East and West center line of said Section Fifteen (15); a distance of 28.0 feet; thence North 20.0 feet to a pipe marking the intersection of the West right-of-way line of the East and West Township Road; said pipe also being the Place of Beginning of the tract of land to be described; thence South 89°50'40" West along the aforesaid North right-of-way line of the Township Road and 20.0 feet equidistant North of the said East and West section line, a distance of 20.0 feet; thence North a distance of 20.0 feet; thence North 89°50'40" East, a distance of 20.0 feet to a pipe on the West right-of-way line said 5th Street extended, said pipe also being a distance of 28.0 feet Westerly of the East line of the Northeast Quarter (NE 1/4) of said Section Fifteen (15); thence South along the aforesaid West right-of-way line, a distance of 20.0 feet to the Place of Beginning.

PARCEL 9:

ID #10-10-15-200-003: The South Half (S) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County, Illinois EXCEPT the following: The West 33 feet of said premises conveyed to Pekin, Lincoln, and Decatur Railroad Company by warranty deed dated August 5, 1871, recorded in Vol. 62, Page 516; also except the South 20 feet of said premises conveyed to the Commissioners of Highways by warranty deed April 29, 1902, recorded in Vol. 148, Page 109, and also except that party conveyed to Central Illinois Light Company by warranty deed dated July 15, 1970, recorded in Book 844, Page 27.

EXCEPT A part of the South Half (S) of the Northeast Quarter (NE 1/4), Section Fifteen (15), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian in Cincinnati Township, Tazewell County, being more particularly bounded and described as follows with bearings, being for descriptive purposes only:

Commencing at the Southeast corner of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, thence North 00°00'00" West, along the East line of said Northeast Quarter of Section 15, a distance of 1129.05 feet, to a point, said point being the point of beginning of the land to be described;

Thence continuing North 00°00'00" West, along said East line of the Northeast Quarter of Section 15, a distance of 200.00 feet, to a point on the North line of the South Half of the Northeast Quarter of Section 15;

Thence South 89°48'56" West, along said North line of the South Half of the Northeast Quarter of Section 15, a distance of 360.27 feet, to a point;

Thence South 00°00'00" East, a distance of 200.00 feet, to a point;

Thence North 89°48'56" East, a distance of 360.27 feet, to the point of beginning containing 1.654 acres, more or less, subject to any easements, covenants, or agreements of record, situated lying and being in the County of Tazewell in the State of Illinois, thereof as shown on plat recorded in Plat Book "CCC" Page 150 in the Recorder's Office of Tazewell County, Illinois containing 1.654 acres, more or less.

DATE OF PUBLICATION

PEKIN DAILY TIMES

Gregg Ratliff, Publisher

July 2 20 11

I am the publisher of THE PEKIN DAILY Times. The annexed notice was published _____ times in the Pekin Daily Times newspaper of general circulation, printed, except Sunday, and legal holidays, for prior to the 2 day of 0 11 in the City of Pekin, Tazewell County, Illinois: that publication of said notice was as follows:

_____ day of July 20 11;
_____ day of _____ 20 _____;
_____ day of _____ 20 _____;
_____ day of _____ 20 _____;

At the face of the type in which each publication was made was the same as the body of classified advertising in the issue of the said newspaper in which such publication was made.

That said newspaper is a newspaper as defined in the law in relation to notices' as amended July 17, 1959.-Ill. Revised Statutes, Chapter 110.

Gregg Ratliff

Publisher of

THE PEKIN DAILY TIMES

428.40
5.00
433.40

By Felicia Canampe

5/11/11

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

J. SCOTT KRIEGSMAN, being first duly sworn, on oath deposes and says that he did cause the attached Notice to be served upon the following:

James Fairchild
Cincinnati Township Trustee
2009 Alhambra Ct.
Pekin, IL 61554

Karl Jordan
Cincinnati Township Supervisor
1827 Valle Vista Bld.
Pekin, IL 61554

Carol Shields
Cincinnati Township Trustee
1817 Highwood Ave.
Pekin, IL 61554

Ron Hawkins
Cincinnati Township Road Commissioner
P.O. Box 507
South Pekin, IL 61564

Mary Burress
Cincinnati Township Trustee
11 S. 4th St., Suite 308
Pekin, IL 61554

Larry Mayberry
Cincinnati Township Assessor
2106 Vista Del Rio Ct.
Pekin, IL 61554

Ann Bacon
Cincinnati Township Trustee
2 Oakwood Ct.
Pekin, IL 61554

Robert Blackwell
Pekin Park District Director
250 Red Bud Dr.
Pekin, IL 61554

Dorothy Duncanson
Cincinnati Township Clerk
1606 Deppert Dr.
Pekin, IL 61554

Jim Curto
Cincinnati Township Fire Protection District
Treasurer
12805 IL Route 29
Pekin, IL 61554

Jeff Brooks
Pekin Public Library Director
301 S. 4th
Pekin, IL 61554

Don Osborn Jr.
Trustee of the Imperial Valley Water District
1545 E Walnut
Mason City, IL 62664

Justin Hoffman
Cincinnati Township Fire Protection District
President
12805 IL Route 29
Pekin, IL 61554

Paula Davis
Superintendent of Pekin Community High
School
1903 Court St.
Pekin, IL 61554

Kevin Garber
Cincinnati Township Fire Protection District
President
12805 IL Route 29
Pekin, IL 61554

Jeff Smith
Chairman of the Imperial Valley Water
District
2585E CR 1000N
Easton IL 62633

Bruce Budde
Vice President for Administration and Finance
Illinois Central College
1 College Drive
East Peoria, IL 61635

Wayne Deppert
Treasurer of the Imperial Valley Water
District
15151 Christmas Tree Road
Green Valley, IL 61534

Steven Johnson
Superintendent of Rankin School Dist. #98
13716 S. 5th Street
Pekin, Illinois 61554

by mailing a true and correct copy of the same by certified mail at the addresses set forth above on the 12th day of July, 2011, by depositing the same in the United States Mail at Pekin, Illinois, postage prepaid.


J. SCOTT KRIEGSMAN

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 12TH day of July, 2011.


Notary Public



This Instrument Prepared By:
J. Scott Kriegsman
Assistant Corporation Counsel
109 S. Fourth Street
Pekin, IL 61555-0873

TO: PEKIN DAILY TIMES

Please publish one (1) time on July 2, 2011. Send affidavit of publication and statement to City Clerk, 111 S. Capitol, Pekin, IL 61554.

**NOTICE OF PUBLIC HEARING TO CONSIDER PROPOSED PRE-ANNEXATION
AGREEMENTS BY THE PLANNING AND ZONING BOARD OF THE CITY OF
PEKIN, ILLINOIS**

On July 20, 2011, at 6:30 P.M. a public hearing will be held by the Planning and Zoning Board of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol, Pekin, Illinois, for the purpose of considering and hearing testimony as to proposed annexation agreements of the properties to be annexed to the City of Pekin, Illinois, said properties comprised of four tracts and approximately 235.65 acres being legally described as follows:

Permanent Index No.

Proposed Zoning Classification(s)

10-10-11-300-011
10-10-14-100-002
10-10-35-200-018
10-10-35-200-006
10-10-35-200-001
10-10-15-200-005
10-10-14-100-004
10-10-15-200-003
10-10-15-200-003

A copy of the proposed annexation agreements will be on file with the City Clerk.

You are further notified that the proposed annexation agreements may be changed, altered, modified or amended in their entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

SUE E. McMILLAN, CITY CLERK

ORDINANCE NO. 2652-11/12

**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
ANNEXATION AGREEMENT AND
ACCEPTANCE OF A PETITION FOR ANNEXATION BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has determined it to be in the best interests of the City of Pekin that it enter into Annexation Agreements and Accept Petitions for Annexation to provide for business expansion in Riverway Business Park and further economic development; and

WHEREAS, it will be necessary to annex certain real estate for full development; and

WHEREAS, the owner of property described hereafter is willing to enter into an Annexation Agreement with the City and to Petition the City to Annex certain tracts of real estate to the City of Pekin for the purposes described above; and

AND WHEREAS, it is deemed in the best interests of the City of Pekin to enter into an Annexation Agreement with the owner of said property and to Annex said property; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

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

SECTION I. That the recitals set forth above are part a material part of this Ordinance.

SECTION II. That the City of Pekin enter into an Annexation Agreement with The Adwell Corporation, attached hereto and incorporated herein as Exhibit "A."

SECTION III. That the City of Pekin Accept the Petition for Annexation executed by The

Adwell Corporation, attached hereto and incorporated herein as Exhibit "B."

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

SECTION V. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Annexation Agreement attached hereto as Exhibit "A" and to accept the Petition for Annexation and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2012; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

THE ADWELL CORPORATION, an Illinois Corporation, Petitioner, by L. DIANNE BARNETT, not personally, but as Vice President of Petitioner, petitions and requests the City of Pekin, Illinois, to annex the following described TERRITORY to said City, to-wit:

Legal Descriptions:

See Exhibit "A" attached hereto and incorporated herein by reference thereto.
(hereinafter the "TERRITORY").

In support of this Petition, the undersigned certify as follows:

1. That the TERRITORY is not presently within the corporate limits of any municipality.
2. That the TERRITORY is contiguous to the City of Pekin, Illinois.
3. That there are no electors residing within the TERRITORY.
4. That the Petitioner requests that the corporate authorities of the City of Pekin consider the question of the annexation of the TERRITORY, adopt an ordinance annexing the TERRITORY to said City and record a copy of the Ordinance together with an accurate map of the TERRITORY with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.
5. Attached hereto and incorporated herein by reference is an annexation agreement, the same being designated as Exhibit "B", to be executed by and between the City of Pekin and the Petitioner, THE ADWELL CORPORATION.
6. The execution, delivery and performance of said annexation agreement, or of one containing substantially the same terms, is a condition of the annexation of the TERRITORY described in Exhibit "A" to the City of Pekin.

WHEREOF, Petitioner requests:

1. The TERRITORY described in Exhibit "A" be annexed to the City of Pekin expressly in accordance with and pursuant to the terms and conditions of the aforementioned annexation agreement, by ordinance with and pursuant to the terms and conditions of the aforementioned annexation agreement, by ordinance adopted by the Mayor and City Council of the City of Pekin pursuant to 65 ILCS 5/7-1-8; and
2. That the Petitioner and the City of Pekin take such other action as is appropriate and necessary to effectuate the annexation of the aforementioned TERRITORY.

Dated this ____ day of _____, 2012

THE ADWELL CORPORATION,

By _____
L. DIANNE BARNETT, Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that L. DIANNE BARNETT, personally known to me to be the same
person whose name is subscribed to the foregoing instrument appeared before me this day in
person and acknowledged that he signed, sealed and delivered the foregoing instrument as his
free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2012.

Notary Public

EXHIBIT A

10-10-11-300-011: All that part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County Illinois, containing 40 acres more or less.

10-10-14-100-002: All that part of the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Twenty-Five (25) North, Range Five West of the Third Principal Meridian, Tazewell County Illinois, containing 77.3 acres more or less.

Totaling 117.3 more or less commonly known as Adwell Farm Property

Prepared By:

J. Scott Kriegsman
Elliff, Keyser Oberle
& Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

After recording return to:

J. Scott Kriegsman
Elliff, Keyser Oberle
& Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is effective as of _____, 2011, by and between the CITY OF PEKIN, ILLINOIS, an Illinois municipal corporation, (the "City"); and THE ADWELL CORPORATION, an Illinois corporation ("Owner").

RECITALS

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1), the City has the power to enter into annexation agreements; and

WHEREAS, Owner is the owner of the real estate, consisting of approximately 117.3 acres in Sections 11 and 14, Township 24 North, Range 5 West, Third P.M. (Cincinnati Township), Tazewell County, Illinois, as more particularly set forth on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Owner and the City wish to provide for the annexation of the Property to the City and appropriate zoning, and special use permits for the development and operation of the Property pursuant to this Agreement; and

WHEREAS, the Property is located in unincorporated Tazewell County, Illinois, and is contiguous and adjacent to the City; and

WHEREAS, no electors reside on the Property; and

WHEREAS, a public hearing was held on July 20, 2011 as required by law; and

WHEREAS, the City Council of the City, after due and careful consideration, has concluded that the annexation of the Property would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City and serve the best interests of the City and its residents; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1.1 et seq.), this Agreement will, prior to execution by the City, be submitted to the City Council of the City and a public hearing will be held thereon pursuant to notice, as provided by statute.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. PETITION FOR ANNEXATION

The Owner has previously executed and filed with the City a Petition for Annexation of the Property.

2. ANNEXATION

The City agrees to adopt an ordinance annexing the Property to the City without further public hearing, subject to the terms and conditions set forth in the Annexation Agreement. The ordinance for the annexation of the Property shall be subject to and incorporate by reference the provisions of this Annexation Agreement, including, without limitation, the provisions of Paragraph 4 of this Agreement regarding the obligation of the City to establish a Tax Increment Financing district that includes the Property.

3. ZONING

Provided that the Property is annexed to the City pursuant to the provisions of this Agreement, the City agrees to rezone the Property as I-2 General Industrial Districts. The City shall so rezone the Property by ordinance of the City Council immediately upon annexation of the Property. Any rezoning of the Property shall permit the Owner to use the Property for agricultural purposes.

4. TIF DISTRICT

Owner shall cooperate with the City to establish a Tax Increment Financing (TIF) district that includes the Property. In the event that

- (A) the City establishes such a TIF district and such TIF district terminates prior to the Property being sold or developed for purposes related to the TIF district; or
- (B) the City establishes a TIF district which is later declared invalid by a court of law; or
- (C) the City fails to establish a TIF district within 24 months of the date of this Agreement,

then the City, with the Owner's consent, shall detach the Property from the City, and the Owner shall have no further obligations under this agreement.

5. REBATE OF TAXES

Until the first to occur of (a) the termination of this Agreement, (b) the termination of the TIF district, as the same may be extended, or (c) the Owner sells or develops the Property, the City shall rebate to the Owner that portion of property taxes paid by the Owner, with respect to the Property, allocated to the City and any political subdivision thereof, including, without limitation, the Pekin Library District. The City shall make such rebate payment within 30 days of receipt from Owner sufficient written evidence of payment of such taxes.

6. SEWER TAP FEES

During the life of this Agreement, the City agrees to freeze its Sewer Tap Fees for the connection of residential, commercial, and/or industrial uses on the Property at the rates established on the date this Agreement is executed.

7. NOTICES

Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery, (b) telefax with confirmation by first-class mail or (c) certified mail, return receipt requested at the following addresses:

to the City at:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554
Attn: City Clerk
Facsimile: (309) 346-2095

with a copy to:

J. Scott Kriegsman
Elliff, Keyser, Oberle, & Dancey, P.C.
109 South Fourth Street
P. O. Box 873
Pekin, IL 61555-0873
Facsimile: (309) 346-0633

to the Owner at:

The Adwell Corporation
c/o L. Dianne Barnett, Vice President
102 N. Westgate Avenue
Jacksonville, IL 62650
Facsimile: (217) 479-0106

with a copy to:

Jason W. Proehl
Kuhfuss & Proehl, P.C.
342 Elizabeth
P.O. Box 1068
Pekin, IL 61554
Facsimile: (309) 347-7872

or to the last known address of any party or to the address provided by an assignee if such address is given in writing. Any party may change its address by providing notice in accordance with this provision. In the event said notice is mailed, the date of service shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

8. ORDINANCES

The City agrees to enact all ordinances and resolutions that are necessary to effectuate the terms of this Agreement.

9. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns.

10. TIME

Time shall be of the essence of this Agreement.

11. RECORDING

A copy of this Agreement shall be recorded in the Office of the Tazewell County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

12. AMENDMENT

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

13. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof; provided, however, that in the event that the provisions of Paragraph 5 regarding rebate of taxes is held to be invalid, and the City does not otherwise reimburse the Owner for such taxes paid, then the Owner shall be permitted to cancel this Agreement and detach from the City.

14. WAIVER

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

15. CONTINUITY OF OBLIGATIONS; EXCULPATION OF OWNER

Notwithstanding any provision of this Agreement to the contrary, Owner or its successor and assigns shall at all times during the term of this Agreement remain liable to the City for the faithful performance of all obligations imposed upon Owner or its successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released Owner or its successor and assigns from any or all of such obligations.

16. REMEDIES

Upon a breach of this Agreement, any party, in any court of competent jurisdiction, may seek any and all remedies available under Illinois law. Notwithstanding the foregoing, before the failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within one hundred twenty (120) days of receipt of such notice.

17. DURATION OF AGREEMENT

This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may be hereinafter authorized by statute and by city ordinance. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by City pursuant to this Agreement.

18. ENFORCEABILITY

This Agreement shall be enforceable in any court of competent jurisdiction by either of the parties hereto by any appropriate action at law or equity to secure the specific performance of the covenants herein contained.

19. FORCE MAJEURE

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

20. GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

21. GENERAL PROVISIONS

(a) The provisions of this Annexation Agreement shall control over the provisions of any City ordinances, codes or regulations which are in conflict herewith.

(b) This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which shall constitute one document.

(c) Non-agricultural development of the Property will require connection to public water and public sewer, adherence to the City erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements.

(d) This Annexation Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Tazewell County, Illinois.

(e) In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorneys' fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.

(f) This Annexation Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.

(g) The parties shall execute and deliver such additional documentation as may be necessary to implement this Annexation Agreement.

(h) This Annexation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

CITY OF PEKIN, ILLINOIS,

By: _____
Laurie Barra, Mayor

Attest:

By: _____
Sue McMillan, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laurie Barra, personally known to me to be the Mayor of the City of Pekin, and Sue McMillan, personally known to me to be the City Clerk of the City of Pekin, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Pekin for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2011.

Notary Public

Notary Public

OWNER:

THE ADWELL CORPORATION,
an Illinois corporation,

By *L. Dianne Barnett*
Its: Vice President

ATTEST:

Mike May
Its: *Treasurer*

STATE OF ILLINOIS)
) SS.
COUNTY OF MORGAN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that L. Dianne Barnett, personally known to me to be the Vice-President of THE ADWELL CORPORATION, an Illinois corporation, and *Dianne Barnett* personally known to me to be the *Vice President* of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as the *Vice President* and *treasurer* of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the corporate authorities of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this *19th* day of *July*, 2011.

Beth A. Clark
Notary Public
Sept 14-11



EXHIBIT "A"

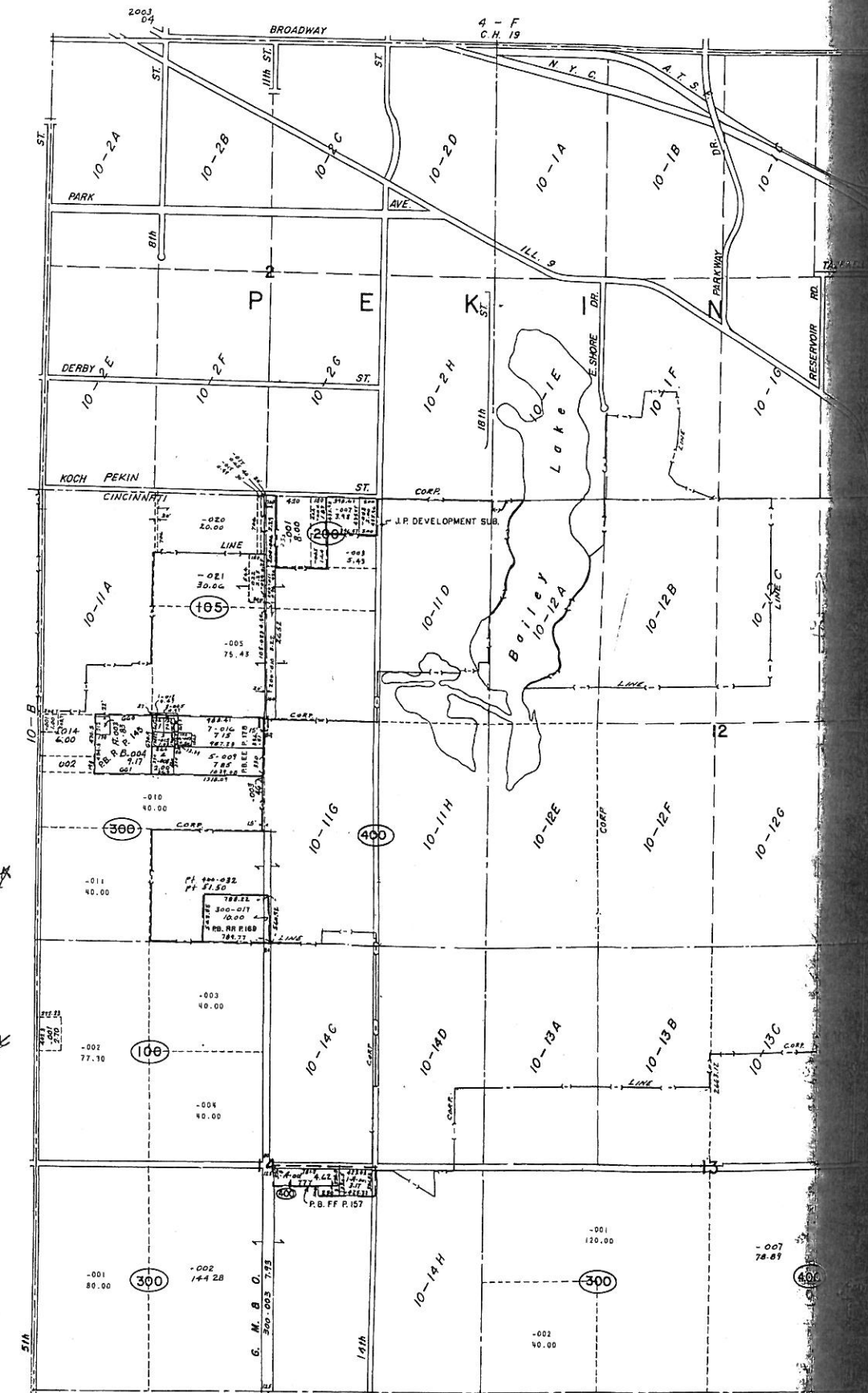
Legal Descriptions and Map

PARCEL 1:

ID #10-10-11-300-011: All that part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County Illinois, containing 40 acres more or less.

PARCEL 2:

ID #10-10-14-100-002: All that part of the West Half (W1/2) of the Northwest Quarter (NW 1/4) of Section Fourteen (14), Township Twenty-Five (25) North, Range Five West of the Third Principal Meridian, Tazewell County Illinois, containing 77.3 acres more or less.



RIGHT 1967

1 INCH TO 600 FT.

10-C

PEKIN & CINCINNATI TOWNSHIPS.
SECS. 1, 2, 11, 12, 13, & 14 T.24N. R.5W.

AMENDMENT TO ANNEXATION AGREEMENT

This Amendment to the Annexation Agreement referenced herein is effective as of the date of its execution below by and between THE ADWELL CORPORATION ("Adwell"), by and through its attorney, JASON PROEHL, and the CITY OF PEKIN ("City"), by and through its attorney, J. SCOTT KRIEGSMAN.

WHEREAS Adwell and the City have previously agreed to enter into an Annexation Agreement, to which this Amendment is attached; and

WHEREAS the zoning classification for the property to be annexed pursuant to Section 3 of the Annexation Agreement is I-2, as found under the City of Pekin Code; and

WHEREAS the intended zoning classification of the City was PUD, as found under the City of Pekin Code; and

WHEREAS a PUD zoning classification shall have no effect on Adwell's use of the property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Annexation Agreement to which this Amendment is attached, it is hereby agreed as follows:

1. Section 3 of the Annexation Agreement, entitled Zoning, is hereby amended to provide for a zoning classification of the property being annexed to PUD as found under the City of Pekin Code.

City of Pekin, Illinois

The Adwell Corporation

By: _____
Its Attorney

By: _____
Its Attorney

ORDINANCE NO. 2653- 11/12

**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
ANNEXATION AGREEMENT AND
ACCEPTANCE OF A PETITION FOR ANNEXATION BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has determined it to be in the best interests of the City of Pekin that it enter into Annexation Agreements and Accept Petitions for Annexation to provide for business expansion in Riverway Business Park and further economic development; and

WHEREAS, it will be necessary to annex certain real estate for full development; and

WHEREAS, the owner of property described hereafter is willing to enter into an Annexation Agreement with the City and to Petition the City to Annex certain tracts of real estate to the City of Pekin for the purposes described above; and

AND WHEREAS, it is deemed in the best interests of the City of Pekin to enter into an Annexation Agreement with the owner of said property and to Annex said property; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

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

SECTION I. That the recitals set forth above are part a material part of this Ordinance.

SECTION II. That the City of Pekin enter into an Annexation Agreement with NORMAN IRWIN, not personally but as TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT INCORPORATED IN THE LAST WILL AND TESTAMENT OF ALBERT F.

SMITH, DATED FEBRUARY 6, 2003, attached hereto and incorporated herein as Exhibit "A."

SECTION III. That the City of Pekin Accept the Petition for Annexation executed by NORMAN IRWIN, not personally but as TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT INCORPORATED IN THE LAST WILL AND TESTAMENT OF ALBERT F. SMITH, DATED FEBRUARY 6, 2003, attached hereto and incorporated herein as Exhibit "B."

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

SECTION V. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Annexation Agreement attached hereto as Exhibit "A" and to accept the Petition for Annexation and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2012; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

NORMAN IRWIN, not personally, but as TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT INCORPORATED IN THE LAST WILL AND TESTAMENT OF ALBERT F. SMITH, DATED FEBRUARY 6, 2003 , Petitioner, petitions and requests the City of Pekin, Illinois, to annex the following described TERRITORY to said City, to-wit:

Legal Descriptions:

See Exhibit "A" attached hereto and incorporated herein by reference thereto.

(hereinafter the "TERRITORY").

In support of this Petition, the undersigned certify as follows:

1. That the TERRITORY is not presently within the corporate limits of any municipality.
2. That the TERRITORY is contiguous to the City of Pekin, Illinois.
3. That there are no electors residing within the TERRITORY.
4. That the Petitioner requests that the corporate authorities of the City of Pekin consider the question of the annexation of the TERRITORY, adopt an ordinance annexing the TERRITORY to said City and record a copy of the Ordinance together with an accurate map of the TERRITORY with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.
5. Attached hereto and incorporated herein by reference is an annexation agreement, the same being designated as Exhibit "B", to be executed by and between the City of Pekin and the Petitioner, NORMAN IRWIN, not personally but as TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT INCORPORATED IN THE LAST WILL AND TESTAMENT OF ALBERT F. SMITH, DATED FEBRUARY 6, 2003.

6. The execution, delivery and performance of said annexation agreement, or of one containing substantially the same terms, is a condition of the annexation of the TERRITORY described in Exhibit "A" to the City of Pekin.

WHEREOF, Petitioner requests:

1. The TERRITORY described in Exhibit "A" be annexed to the City of Pekin expressly in accordance with and pursuant to the terms and conditions of the aforementioned annexation agreement, by ordinance with and pursuant to the terms and conditions of the aforementioned annexation agreement, by ordinance adopted by the Mayor and City Council of the City of Pekin pursuant to 65 ILCS 5/7-1-8; and
2. That the Petitioner and the City of Pekin take such other action as is appropriate and necessary to effectuate the annexation of the aforementioned TERRITORY.

Dated this ____ day of _____, 2012

NORMAN IRWIN AS TRUSTEE, Petitioner

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that NORMAN IRWIN, personally known to me to be the same person
whose name is subscribed to the foregoing instrument appeared before me this day in person and
acknowledged that he signed, sealed and delivered the foregoing instrument as his free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2012.

Notary Public

EXHIBIT A

10-10-15-200-005: The North Half of the Northeast Quarter of Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT Tract 1, containing 4.00 acres, located in the Southeast corner thereof as shown on plat recorded in Plat Book "V", Page 339, in the Recorder's Office of Tazewell County, Illinois, containing 75.53 areas, more or less.

10-10-15-200-007: The South Half of the Northeast Quarter of Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, containing 78.35 acres, more or less except the following:

The West 33 feet of said premises conveyed to Pekin, Lincoln and Decatur Railroad Company by warranty deed dated August 5, 1871, recorded in Vol. 62, Page 516, also except the South 20 feet of said premises conveyed to the Commissioners of Highways by warranty deed dated April 29, 1902, recorded in Vol. 148, Page 109, and also except that part conveyed to Central Illinois Light Company by warranty deed dated July 15, 1970, recorded in Book 844, Page 27.

EXCEPT, a part of the South Half of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian in Cincinnati Township, Tazewell County, Illinois, being more particularly bounded and described as follows with bearings being for descriptive purposes only:

Commencing at the Southeast corner of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, thence North 00° 00' 00" West, along the East line of said Northeast Quarter of Section 15, a distance of 1129.05 feet, to a point, said point being the point of beginning of the land to be described;

Thence continuing North 00° 00' 00" West, along said East line of the Northeast Quarter of Section 15, a distance of 200.00 feet, to a point on the North line of the South Half of the Northeast Quarter of Section 15;

Thence South 89° 48' 56" West, along said North line of the South Half of the Northeast Quarter of Section 15, a distance of 360.27 feet, to appoint;

Thence South 00° 00' 00" East, a distance of 200.00 feet, to a point;

Thence North 89° 48' 56" East, a distance of 360.27 feet, to the point of beginning, containing 1.654 acres, more less, subject to any easements, covenants of agreements of record, situated, lying and being in the County of Tazewell, in the State of Illinois, thereof as shown on plat recorded in Plat Book "CCC", Page 150 in the Recorder's Office of Tazewell County. Illinois, containing 1.654 acres, more or less.

Commonly known as the Irwin farm property, VFW Road, Pekin, Illinois 61554.

Prepared By:

J. Scott Kriegsman
Elliff, Keyser Oberle
& Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

After recording return to:

J. Scott Kriegsman
Elliff, Keyser Oberle
& Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is effective as of _____, 2011, by and between the City of Pekin, Illinois, an Illinois municipal corporation, (the "City"); and NORMAN IRWIN, not personally but as TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT INCORPORATED IN THE LAST WILL AND TESTAMENT OF ALBERT F. SMITH, DATED FEBRUARY 6, 2003 ("Owner").

RECITALS

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1), the City has the power to enter into annexation agreements; and

WHEREAS, Owner is the owner of the real estate, consisting of approximately 153.88 acres, set forth on Exhibit "A" attached hereto and incorporated herein (the "Property") and also as set forth on the plat attached hereto as Exhibit "B"; and

WHEREAS, Owner and the City wish to provide for the annexation of the Property to the City and appropriate zoning, and special use permits for the development and operation of the Property pursuant to this Agreement; and

WHEREAS, the Property is located in unincorporated Tazewell County, Illinois, and is contiguous and adjacent to the City; and

WHEREAS, no electors reside on the Property; and

WHEREAS, a public hearing was held on July 20, 2011, as required by law; and

WHEREAS, the City Council of the City, after due and careful consideration, has concluded that the annexation of the Property would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City and serve the best interests of the City and its residents; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1.1 et seq.), this Agreement will, prior to execution by the City, be submitted to the City Council of the City and a public hearing will be held thereon pursuant to notice, as provided by statute.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. PETITION FOR ANNEXATION

The Owner has previously executed and filed with the City a Petition for Annexation of the Property.

2. ANNEXATION

The City agrees to adopt an ordinance annexing the Property to the City without further public hearing, subject to the terms and conditions set forth in the Annexation Agreement. The ordinance for the annexation of the Property shall be subject to and incorporate by reference the provisions of this Annexation Agreement, including, without limitation, the provisions of Paragraph 4 of this Agreement regarding the obligation of the City to establish a Tax Increment Financing district that includes the Property.

3. ZONING

Provided that the Property is annexed to the City pursuant to the provisions of this Agreement, the City agrees to rezone the Property as Property as I-2 General Industrial Districts. The City shall so rezone the Property by ordinance of the City Council immediately upon annexation of the Property. Any rezoning of the Property shall permit the Owner to use the Property for agricultural purposes.

4. TIF DISTRICT

Owner shall cooperate with the City to establish a Tax Increment Financing (TIF) district that includes the Property. In the event that

- (A) the City establishes such a TIF district and such TIF district terminates prior to the Property being sold or developed for purposes related to the TIF district; or
- (B) the City establishes a TIF district which is later declared invalid by a court of law; or
- (C) the City fails to establish a TIF district within 24 months of the date of this Agreement,

then the City, with the Owner's consent, shall detach the Property from the City, and the Owner shall have no further obligations under this agreement.

5. REBATE OF TAXES

Until the first to occur of (a) the termination of this Agreement, (b) the termination of the TIF district, as the same may be extended, or (c) the Owner sells or develops the Property, the City shall rebate to the Owner that portion of property taxes paid by the Owner, with respect to the Property, allocated to the City of Pekin less any amounts that would have been paid to Cincinnati Township Fire Protection District had the property remained outside the corporate limits of the City of Pekin. The City shall make such rebate payment within 30 days of receipt from Owner sufficient written evidence of payment of such taxes.

6. NOTICES

Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery, (b) telefax with confirmation by first-class mail or (c) certified mail, return receipt requested at the following addresses:

to the City at:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554
Attn: City Clerk
Facsimile: (309) 346-2095

with a copy to:

J. Scott Kriegsman
Elliff, Keyser, Oberle, & Dancey, P.C.
109 South Fourth Street
P. O. Box 873
Pekin, IL 61555-0873
Facsimile: (309) 346-0633

to the Owner at:

Norman Irwin, Trustee
U/W Albert F. Smith
18000 Red Shale Hill Road
Pekin, IL 61554

with a copy to:

Jason W. Proehl
Kuhfuss & Proehl, P.C.
342 Elizabeth
P.O. Box 1068
Pekin, IL 61554
Facsimile: (309) 347-7872

or to the last known address of any party or to the address provided by an assignee if such address is given in writing. Any party may change its address by providing notice in accordance with this provision. In the event said notice is mailed, the date of service shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

7. SEWER TAP FEES

During the life of this Agreement, the City agrees to freeze its Sewer Tap Fees for the connection of residential, commercial, and/or industrial uses on the Property at the rates established on the date this Agreement is executed.

8. ORDINANCES

The City agrees to enact all ordinances and resolutions that are necessary to effectuate the terms of this Agreement.

9. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns.

10. TIME

Time shall be of the essence of this Agreement.

11. RECORDING

A copy of this Agreement shall be recorded in the Office of the Tazewell County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

12. AMENDMENT

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

13. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof; provided, however, that in the event that the provisions of Paragraph 5 regarding rebate of taxes is held to be invalid, and the City does not otherwise reimburse the Owner for such taxes paid, then the Owner shall be permitted to cancel this Agreement and detach from the City.

14. WAIVER

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

15. CONTINUITY OF OBLIGATIONS; EXCULPATION OF OWNER

Notwithstanding any provision of this Agreement to the contrary, Owner or its successor and assigns shall at all times during the term of this Agreement remain liable to the City for the faithful performance of all obligations imposed upon Owner or its successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released Owner or its successor and assigns from any or all of such obligations.

16. REMEDIES

Upon a breach of this Agreement, any party, in any court of competent jurisdiction, may seek any and all remedies available under Illinois law. Notwithstanding the foregoing, before the failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice.

17. FORCE MAJEURE

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

18. GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

19. RIGHT OF WAY

The Parties agree that they shall work to complete a right of way Exchange Agreement to be completed within four (4) months of this Annexation Agreement. In the event the Exchange Agreement for the right of way is not entered into within the four month period at no fault of Owner, then Owner shall have the right to remove the property described under this Annexation Agreement from the City of Pekin if Owner so desires within one year of the date of signing this document at no cost to Owner.

20. GENERAL PROVISIONS

(a) The provisions of this Annexation Agreement shall control over the provisions of any City ordinances, codes or regulations which are in conflict herewith.

(b) This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which shall constitute one document.

(c) Non-agricultural development of the Property will require connection to public water and public sewer, adherence to the City erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements.

(d) This Annexation Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Tazewell County, Illinois.

(e) In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorneys' fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.

(f) This Annexation Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.

(g) The parties shall execute and deliver such additional documentation as may be necessary to implement this Annexation Agreement.

(h) This Annexation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

CITY OF PEKIN, ILLINOIS,

By: _____
Laurie Barra, Mayor

Attest:

By: _____
Sue McMillan, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rusty Dunn, personally known to me to be the Mayor of the City of Pekin, and Sue McMillan, personally known to me to be the City Clerk of the City of Pekin, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Pekin for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 2011.

Notary Public

OWNER:

Norman Irwin, Trustee
NORMAN IRWIN, TRUSTEE
U/W OF ALBERT F. SMITH - Owner

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify that NORMAN IRWIN, not personally but as Trustee aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth above.

GIVEN under my hand and notarial seal, this 14th day of July,
2011.



Jason W Proehl
Notary Public

EXHIBIT "A"

Legal Description

TRACT I:

The North Half of the Northeast Quarter of Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT Tract 1, containing 4.00 acres, located in the Southeast corner thereof as shown on plat recorded in Plat Book "V", Page 339, in the Recorder's Office of Tazewell County, Illinois, containing 75.53 acres, more or less.

PIN: 10-10-15-200-005

TRACT II:

The South Half of the Northeast Quarter of Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, except the following:

The West 33 feet of said premises conveyed to Pekin, Lincoln and Decatur Railroad Company by warranty deed dated August 5, 1871, recorded in Vol. 62, Page 516, also except the South 20 feet of said premises conveyed to the Commissioners of Highways by warranty deed dated April 29, 1902, recorded in Vol. 148, Page 109, and also except that part conveyed to Central Illinois Light Company by warranty deed dated July 15, 1970, recorded in Book 844, Page 27.

EXCEPT, a part of the South Half of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian in Cincinnati Township, Tazewell County, Illinois, being more particularly bounded and described as follows with bearings being for descriptive purposes only:

Commencing at the Southeast corner of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, thence North 00° 00' 00" West, along the East line of said Northeast Quarter of Section 15, a distance of 1129.05 feet, to a point, said point being the point of beginning of the land to be described;

Thence continuing North 00° 00' 00" West, along said East line of the Northeast Quarter of Section 15, a distance of 200.00 feet, to a point on the North line of the South Half of the Northeast Quarter of Section 15;

Thence South 89° 48' 56" West, along said North line of the South Half of the Northeast Quarter of Section 15, a distance of 360.27 feet, to a point;

Thence South 00° 00' 00" East, a distance of 200.00 feet, to a point;

Thence North 89° 48' 56" East, a distance of 360.27 feet, to the point of beginning, containing 1.654 acres, more less, subject to any easements, covenants of agreements of record, situated, lying and being in the County of Tazewell, in the State of Illinois, thereof as shown on plat recorded in Plat Book "CCC", Page 150 in the Recorder's Office of Tazewell County, Illinois, containing 1.654 acres, more or less.

PIN: 10-10-15-200-007 (containing 78.35 acres, more or less)

EXHIBIT "B"

Plat

AMENDMENT TO ANNEXATION AGREEMENT

This Amendment to the Annexation Agreement referenced herein is effective as of the date of its execution below by and between A TRUST AGREEMENT INCORPORATED IN THE LAST WILL AND TESTAMENT OF ALBERT F. SMITH, DATED FEBRUARY 6, 2003 ("Owner"), by and through its attorney, JASON PROEHL, and the CITY OF PEKIN ("City"), by and through its attorney, J. SCOTT KRIEGSMAN.

WHEREAS Owner and the City have previously agreed to enter into an Annexation Agreement, to which this Amendment is attached; and

WHEREAS the zoning classification for the property to be annexed pursuant to Section 3 of the Annexation Agreement is I-2, as found under the City of Pekin Code; and

WHEREAS the intended zoning classification of the City was PUD, as found under the City of Pekin Code; and

WHEREAS a PUD zoning classification shall have no effect on Owner's use of the property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Annexation Agreement to which this Amendment is attached, it is hereby agreed as follows:

1. Section 3 of the Annexation Agreement, entitled Zoning, is hereby amended to provide for a zoning classification of the property being annexed to PUD as found under the City of Pekin Code.

City of Pekin, Illinois

**A TRUST AGREEMENT
INCORPORATED IN THE
LAST WILL AND
TESTAMENT OF ALBERT
F. SMITH, DATED
FEBRUARY 6, 2003**

By: _____
Its Attorney

By: _____
Its Attorney

10-10-11-300-010

10-10-11-300-010

10-10-10-504-002

10-10-10-300-002

10-10-10-400-001

10-10-10-400-001

10-10-11-300-011

10-10-11-400-022

10-10-11-300-011

10-10-11-300-017

10-10-15-200-005

10-10-15-200-005

10-10-14-100-003

10-10-14-100-001

10-10-14-100-002

10-10-15-200-006

10-10-15-504-008

0-10-15-100-001

10-10-15-200-003

10-10-15-200-003

10-10-14-100-004

5th St

5th

RD

RD

VFW

10-10-15-400-001

10-10-14-300-001

10-10-14-300-002

ORDINANCE NO. 1568-A187 – 11/12

**AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY**

WHEREAS, the ADWELL CORPORATION BY L. DIANNE BARNETT, VICE PRESIDENT is the owner of the parcel herein described, hereinafter referred to as “Petitioner”, and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of AG (Agricultural) District to PUD (Planned Unit Development) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on July 2, 2011, in the Pekin Daily Times; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on July 20, 2011, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as PUD (Planned Unit Development) District:

10-10-11-300-011: All that part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Twenty-Four (24) North, Range Five West of the Third Principal Meridian, Tazewell County Illinois, containing 40 acres more or less.

10-10-14-100-002: All that part of the West Half (W1/2) of the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Twenty-Five (25) North, Range Five West of the Third Principal Meridian, Tazewell County Illinois, containing 77.3 acres more or less.

Totaling 117.3 more or less commonly known as Adwell Farm Property

BE IT FURTHER ORDAINED 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 13th day of February 2012 and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 1568-A188 – 11/12

**AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY**

WHEREAS, NORMAN IRWIN, not personally but as TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT INCORPORATED IN THE LAST WILL AND TESTAMENT OF ALBERT F. SMITH, DATED FEBRUARY 6, 2003, is the owner of the parcel herein described, hereinafter referred to as “Petitioner”, and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of AG (Agricultural) District; to I-1 (Industrial) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on July 2, 2011, in the Pekin Daily Times; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on July 20, 2011, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as I-1 (Industrial) District:

10-10-15-200-005: The North Half of the Northeast Quarter of Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT Tract 1, containing 4.00 acres, located in the Southeast corner thereof as shown on plat recorded in Plat Book "V", Page 339, in the Recorder's Office of Tazewell County, Illinois, containing 75.53 areas, more or less.

10-10-15-200-007: The South Half of the Northeast Quarter of Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, containing 78.35 acres, more or less except the following:

The West 33 feet of said premises conveyed to Pekin, Lincoln and Decatur Railroad Company by warranty deed dated August 5, 1871, recorded in Vol. 62, Page 516, also except the South 20 feet of said premises conveyed to the Commissioners of Highways by warranty deed dated April 29, 1902, recorded in Vol. 148, Page 109, and also except that part conveyed to Central Illinois Light Company by warranty deed dated July 15, 1970, recorded in Book 844, Page 27.

EXCEPT, a part of the South Half of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian in Cincinnati Township, Tazewell County, Illinois, being more particularly bounded and described as follows with bearings being for descriptive purposes only:

Commencing at the Southeast corner of the Northeast Quarter, Section 15, Township 24 North, Range 5 West of the Third Principal Meridian, thence North 00° 00' 00" West, along the East line of said Northeast Quarter of Section 15, a distance of 1129.05 feet, to a point, said point being the point of beginning of the land to be described;

Thence continuing North 00° 00' 00" West, along said East line of the Northeast Quarter of Section 15, a distance of 200.00 feet, to a point on the North line of the South Half of the Northeast Quarter of Section 15;

Thence South 89° 48' 56" West, along said North line of the South Half of the Northeast Quarter of Section 15, a distance of 360.27 feet, to appoint;

Thence South 00° 00' 00" East, a distance of 200.00 feet, to a point;

Thence North 89° 48' 56" East, a distance of 360.27 feet, to the point of beginning, containing 1.654 acres, more less, subject to any easements, covenants of agreements of record, situated, lying and being in the County of Tazewell, in the State of Illinois, thereof as shown on plat recorded in Plat Book "CCC", Page 150 in the Recorder's Office of Tazewell County. Illinois, containing 1.654 acres, more or less.

Commonly known as the Irwin farm property, VFW Road, Pekin, Illinois 61554.

BE IT FURTHER ORDAINED 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 13th day of February 2012 and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Pekin Wastewater Treatment Plant Improvement Phase 2B

AGENDA DATE REQUESTED: February 13, 2012

ACTION REQUESTED: To award the Low bid from William Brothers Construction, Inc in the amount of \$14,850,00.00 for the construction of phase 2B of the Wastewater Treatment Plant

DESCRIPTION: Phase 2 construction of the wastewater treatment plant was broken up into two parts so that we can seek multiple IEPA low interests loans to cover the cost of construction for the new plant. Phase 2B is for the remainder of work in phase 2 that was not included in phase 2A bid. Williams Brothers Construction was the lowest qualified bidder at \$14,850,000.00. This is 2 million dollars below engineers estimate of 16,894,000.00. By awarding Williams Brothers the bid were are able to complete the application for the second IEPA low interest rate loan.

I would recommend that Williams Brothers Construction be awarded the project so that we can keep the project construction on schedule.

FINANCIAL IMPACT: \$14,850,000.00 of Waste Water Treatment Plant Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The Project will be awarded and application for the loan can be completed

IMPACT IF DENIED: The Project will not be awarded and the project can't be completed as scheduled.

ALTERNATIVES:

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

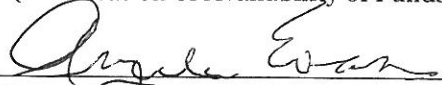
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure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

REQUIRED SIGNATURES

Department Director: 

Date: 2/1/12

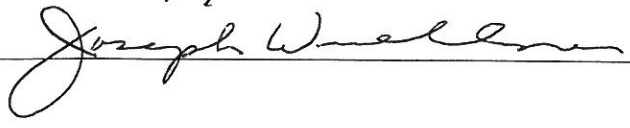
Finance Department (Certification of Availability of Funds):

Date: 2-1-12 

Corporation Counsel:

Date:

City Manager: 2/1/12

Date: 

ADVERTISEMENT FOR BIDS

CITY OF PEKIN
111 S. CAPITAL STREET
PEKIN, IL 61554

The City of Pekin is inviting sealed Bid Proposals from interested and qualified parties for the Wastewater Treatment Plant (STP #1) Improvements, Phase 2B.

This work shall include all labor, supervision, materials, supplies, transportation, equipment and services necessary and required to perform the Wastewater Treatment Plant (STP #1) Improvements, Phase 2B as set forth in the Contract Documents.

Separate sealed BIDS will be received by the City of Pekin City Hall until 2:00 p.m. on January 17, 2012 at which time the bids will be publicly opened and read aloud.

A Pre-Bid Conference will be held on December 21, 2011 at 1:30 p.m. at the City of Pekin WWTP (STP #1) site, 606 S. Front Street.

“Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, and the Employment of Illinois Workers on Public Works Act (30 ILCS 570). This procurement is also subject to the loan recipient’s policy regarding the increased use of disadvantaged business enterprises. The loan recipient’s policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President’s Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.”

The Bidding Documents may be examined at the following locations: Offices of the Engineer: Farnsworth Group, Inc., 2709 McGraw Drive, Bloomington, IL 61704; 309-663-8435

Copies of the Bidding Documents may be obtained at the office of the Engineer at 2709 McGraw Drive, Bloomington, IL 61704 upon paying a non-refundable sum of \$275 for each set.

The Bidding Documents are available at the Engineer’s project bidding website, <http://bidlist.f-w.com/>. The Bidder may register for this project at the website in order to receive a username and password to access, view and print the Bidding Documents. For any questions or issues accessing the Bidding Documents from the website, contact the Office of the Engineer.

Terms and Conditions will need to be accepted by the planholder prior to obtaining an electronic copy of the Bidding Documents on the Project Bidding website. Electronic Document access will only be provided to interested bidding companies and/or equipment companies. Electronic copies are provided at no cost. Printing of such documents will be the responsibility of the planholder in accordance with the website Terms and Conditions.

A certified check or bank draft payable to the order of the City of Pekin or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Base Bid for the Divisions bid shall be submitted with each Bid.

CITY OF PEKIN

By: Joe Wueller, City Manager

Date: December 1, 2011



2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

February 3, 2012

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

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

Attention: Joe Wuellner, P.E.
City Manager

Subject: Pekin Wastewater Treatment Plant (STP #1) Improvements, Phase 2B

Dear Joe,

Bids were opened on the subject project on January 17, 2012 at 2:00 pm in the City of Pekin Council Chambers. Two bids were received from regional general contractors. A bid tabulation summary is attached. The apparent low bidder is Williams Brothers Construction, Inc. of Peoria, IL.

The Base Bid Lump Sum of \$14,850,000 compares favorably with the Engineers estimate of \$16,894,000.

Williams Brothers Construction has confirmed the subcontractor team for the Phase 2B work. The Base Bid contractor and subcontractors (piping, HVAC, electrical) proposed are qualified for the work.

The list of major equipment items in the Base Bid matches the equipment alternates specified for the project.

Williams Brothers Construction has completed all necessary forms for the Federal EPA loan interest loan application. These items are included in the bid packet. A complete bid from the apparent low bidder is attached, for reference.

It is our recommendation that you proceed with awarding Williams Brothers Construction, Inc. the contract based on their lowest bid for the Phase 2B Lump Sum Base Bid in the Amount of \$14,850,000.

A Notice of Intent to Award form is also included for execution by the City. The "Intent to Award Notice" must be utilized as the award is contingent on a loan authorized by the IEPA.

We will promptly forward all documents to the Agency contingent on your Award authorization.

We are available at your convenience to discuss further or address to council as needed.

Sincerely,

FARNSWORTH GROUP, INC.

Patrik J. Sheridan, P.E.

0110780.00

NOTICE OF INTENT TO AWARD

To: Williams Brothers Construction
P.O. Box 1366
Peoria, IL 61654

Project Description: Wastewater Treatment Plant (STP #1) Improvements - Phase 2B

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated December 1, 2011 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$14,850,000.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of February 13, 2012

City of Pekin
OWNER

By: Laurie Barra

Title: Mayor



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Project Support Joint Agreement – District 4 Misc. Signal Work 2012

AGENDA DATE REQUESTED: February 13, 2012

ACTION REQUESTED: To approve the Joint Agreement with IDOT to add a battery backup for the signals at IL 29 and Manito Blacktop.

DESCRIPTION: As part of IDOT traffic signal upgrades this year, the traffic lights at IL 29 and Manito Blacktop will have a battery backup installed to the control cabinet. According to the maintenance agreement that the city has with IDOT the city share is 10% of the cost. According to the engineering estimate that will cost the city estimated \$812.00 for this work. This work is scheduled to bid on March 9, 2012 which will allow the improvements to be completed sometime this summer.

I recommend that the agreement be approved.

FINANCIAL IMPACT: \$812.00 of Motor Fuel Tax Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Project to add battery backup at IL 29 and Manito Blacktop will be completed

IMPACT IF DENIED: Then project may be cancelled

ALTERNATIVES:

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

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

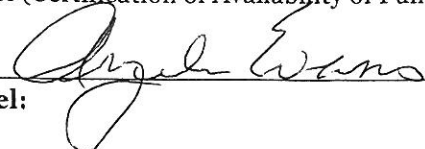
REQUIRED SIGNATURES

Department Director:

A handwritten signature in black ink, appearing to be "M. Guerra", written over a horizontal line.

Date: 1/26/2012

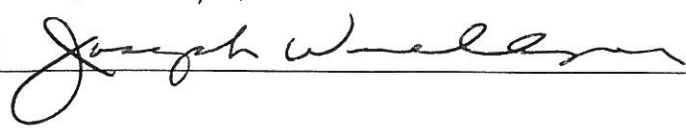
Finance Department (Certification of Availability of Funds):

Date: 2-1-12 

Corporation Counsel:

Date:

City Manager: 2/1/12

Date: 



CERTIFIED MAIL

Illinois Department of Transportation

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



January 17, 2012

PROJECT SUPPORT
JOINT AGREEMENT

Various Routes

State Section: D4 Misc Signal Work 2012

City Section: 12-00185-00-TL

Peoria & Tazewell Counties

Location: Installation of battery backup systems at
various intersections in Peoria and Tazewell Counties

Agreement No.: JN-412-006

Contract No. 68A74

Catalog No.: 034743-00D

Mr. Joseph W. Wuellner
Public Works Director – City of Pekin
111 South Capitol Street
Pekin, IL 61554

Dear Mr. Wuellner:

Enclosed are three (3) copies of a Joint Agreement, which describes the above-captioned project for installing battery backup systems at various intersections in Peoria and Tazewell Counties and the degree to which the state and the city of Pekin will be participating.

The Agreement draft has been reviewed by our Peoria office and is ready for signature. If you concur with the conditions set forth in the Agreement, please have the mayor sign and return two (2) copies along with copies of all required ordinances/resolutions. Upon receipt of these copies we will assume the city of Pekin concurs in all conditions stated therein.

Also enclosed is copy of the plans and a form for plan approval for your use, if so desired. We need this form, letter or resolution of approval submitted with the Joint Agreement. This project is scheduled for our March 9, 2012 letting.

If you have any questions regarding this Agreement, please feel free to contact our Agreements Unit at (309) 671-3496.

Very truly yours,

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

RH:kme\ls:\mgr1\winword\progdev\agreements\letters\local agency\jn412006.docx

Enclosure(s)

cc: Studies & Plans (T. Lacy)
Programming (M. Addis)

Project Support (M. Furlong)
Agreements (R. Hopper)

Various Routes
Section: D4 Misc Signal Work 2012
City Section: 12-00185-00-TL
Peoria & Tazewell Counties
Installation of battery backup systems at
at various intersections
Job No. C-94-030-12
Contract No. 68A74
Catalog No.: 034743-00D
Agreement No.: JN-412-006

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2012, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF PEKIN, of the State of Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of modernizing traffic signals as shown in "Attachment 1" attached hereto and made a part hereof, by installing a battery backup system at Illinois Route 29 and Manito Blacktop/Federal Prison, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvements in that same will be of immediate benefit to the motoring and pedestrian public and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with plans, specifications and contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

<u>TYPE OF WORK</u>	<u>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Modernize Traffic Signals at:			
IL 29 & Manito Blacktop/Federal Prison	\$6,359 (90)	\$706 (10)	\$7,065
Preliminary Engineering (5%)	\$318 (90)	\$35 (10)	\$353
Construction Engineering (10%)	\$636 (90)	\$71 (10)	\$707
TOTALS	\$15,386	\$812	\$16,198

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signal items shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2012 budget sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans specifications, by resolution or letter.
6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance and electrical energy responsibilities for the traffic signals at the intersection of IL 29 at Manito Blacktop/Federal Prison in accordance with the existing master agreement executed on July 1, 2011 or in accordance with any such Master Agreement that may be executed in the future.
9. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
10. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
11. The CITY certified that its correct Federal Taxpayer Identification Number is 37-6002169 and the CITY is doing business as a municipality whose mailing address is 111 South Capitol Street, Pekin, Illinois 61554.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CITY OF PEKIN

By: _____
Joseph E. Crowe
Region Three Engineer
Deputy Director of Highways

By: _____
Laurie L. Barra, Mayor

Date: _____

Date: _____

Attest: _____
Sue E. McMillan, City Clerk

(SEAL)

Various Routes
Section: D4 Misc Signal Work 2012
City Section: 12-00185-00-TL
Peoria & Tazewell Counties
Installation of battery backup systems at
various intersections.
Agreement No. JN-412-006
Contract No. 68A74
Catalog No. 034743-00D

I approve the portions of the final plans for the above-captioned project that
pertain to the city of Pekin's maintenance obligations.

Laurie L. Barra, Mayor

Date



**Illinois Department
of Transportation**

Agreement Funding Method Payment

Route: Various

Agreement No.: JN-412-006

Section: D4 Misc Signal Work 2012

Catalog No.: 034743-00D

Counties: Peoria & Tazewell

Resolution No.: _____

**EXHIBIT "A"
FUNDING RESOLUTION**

WHEREAS, the CITY OF PEKIN (CITY) has entered into an AGREEMENT with the State of Illinois for the installation of battery backup systems at various intersections, and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Eight Hundred Twelve Dollars (\$812.00), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS)
) ss
COUNTY OF TAZEWELL)

I, _____, City Clerk in and for the CITY OF PEKIN, State of Illinois, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the CITY at its meeting on _____, 2012.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, AD., 2012.

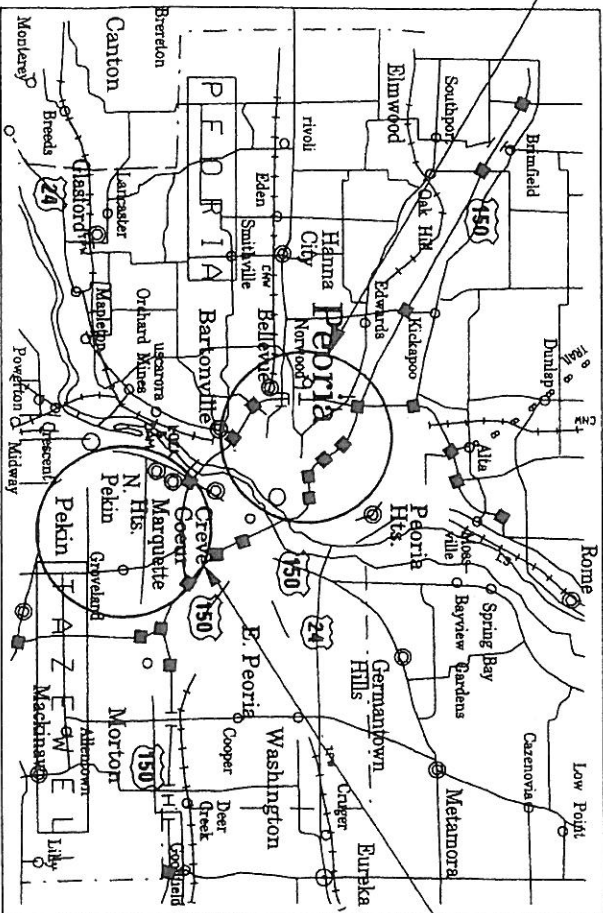
Sue McMillan, City Clerk

(SEAL)

ATTACHMENT 1

LOCATION MAP

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS VARIOUS ROUTES PEORIA-TAZEWELL COUNTIES SECTION D4 MISC SIGNAL WORK 2012 C-94-030-12



PEORIA COUNTY:
13 LOCATIONS IN PEORIA
(I-74 WB RAMP & STERLING;
I-74 EB RAMP & STERLING;
US 24/I-29 (WASHINGTON) &
IL 8/I-116 (MACARTHUR);
US 150 & I-6 NB RAMP;
US 150 & I-6 SB RAMP;
US 150 & I-91/SUMMERSHADE;
IL 6 NB RAMP & ALLEN;
IL 6 SB RAMP & ALLEN;
IL 40 & NEBRASKA;
IL 40 & MCCURE;
IL 40 & LAKE;
IL 40 & GILES/SHERIDAN)
2 LOCATIONS IN BARTONVILLE
(US 24 & I-474 EB RAMP;
US 24 (MCKINLEY) & ADAMS/
WASHINGTON)

TAZEWELL COUNTY:
1 LOCATION IN CREVE COEUR
(IL 29 & I-474 RAMP B&C)
1 LOCATION IN PEKIN
(IL 29 & MANITO BLACKTOP/
FEDERAL PRISON)



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution No. 11/12 Illinois Department of Transportation Maintenance of Streets and Highways

AGENDA DATE REQUESTED: February 13, 2012

ACTION REQUESTED: Approve Resolution for expenditure of MFT Funds for the City share for Illinois Department of Transportation D4 Misc Signal Work in the amount of \$1,015.00

DESCRIPTION: This is the resolution for the expending of MFT Funds on the City Share of expenditures in the agreement with Illinois Department of Transportation for District 4 Misc Signal Work which will include adding a battery backup for the traffic signals at IL 29 and Manito Blacktop. This project is set to bid March 9, 2012 which means the work will be performed this summer.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$1,015.00 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The City share will be covered by MFT Funds

IMPACT IF DENIED: The City share will not be covered by MFT Funds

ALTERNATIVES: Use General Funds to cover the City share

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

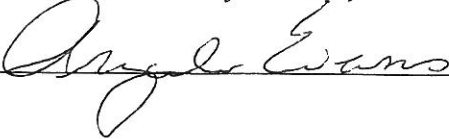
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure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

REQUIRED SIGNATURES

Department Director:

Date: 1/26/2012

Finance Department (Certification of Availability of Funds):

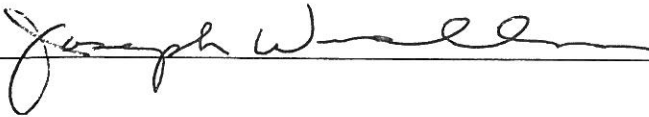
Date: 1-26-12 

Corporation Counsel:

Date:

City Manager: 2/1/12

Date:





Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the COUNCIL of the
CITY of PEKIN Illinois
Council or President and Board of Trustees

City, Town or Village
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
VARIOUS LOCATIONS	IL		

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of INSTALLATION OF BATTERY BACKUP AT IL29 & MANITO
BLACKTOP

and shall be constructed _____ wide

and be designated as Section 12-00185-00-TL

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of ONE THOUSAND FIFTEEN DOLLARS AND
ZERO CENTS Dollars (\$1,015.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by CONTRACT ; and,

Specify Contract or Day Labor

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

Approved

Date

Department of Transportation

Regional Engineer

I, SUE E. MCMILLAN Clerk in and for the

CITY of PEKIN

City, Town or Village

County of TAZEWELL , hereby certify the

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

by the COUNCIL

Council or President and Board of Trustees

at a meeting on FEBRUARY 13, 2012

Date

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

13TH day of FEBRUARY

(SEAL)

City, Town, or Village Clerk

School Bus Lease Agreement Comparison

Midwest Transit - International

	<u>Units</u>	<u>Cost Per Yr</u>	<u>Total</u>
27 Passenger w/AC & W/C lift	11	\$8,457.00	\$93,027.00
71 Passenger School Bus w AC	14	\$10,689.00	\$149,646.00
71 Passenger School Bus	41	\$9,438.00	\$386,958.00
Midwest Central Total Per Yr			\$629,631.00

Central States - BlueBird

	<u>Units</u>	<u>Cost Per Yr</u>	<u>Total</u>
24 Passenger w/AC & W/C lift	11	\$11,040.00	\$121,440.00
71 Passenger School Bus w AC	14	\$11,235.00	\$157,290.00
71 Passenger School Bus	41	\$10,073.00	\$412,993.00
Central States Total Per Yr			\$691,723.00



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Joseph Wuellner, City Manager

From: Tourism Committee

AGENDA ITEM: 2012 IHSA March Madness Experience Contribution

AGENDA DATE REQUESTED: 2/13/2012

ACTION REQUESTED: \$5,000.00 sponsorship from Tourism Fund

DESCRIPTION: The Peoria area has been privileged for many years to host the IHSA Boy's State Basketball Tournament. As a regional player, Pekin receives additional traffic from the tournament attendees to our hotels, restaurants and shops over the multiple weekend events that will take place March 8 - 10 and March 15 - 17 2012. The IHSA is requesting a contribution from the City of Pekin to support the continued success of this tournament and the March Madness Experience exhibit and programs. The entire tournament had an attendance of 61,073 in 2011. The City of Pekin Tourism committee is recommending a \$5,000 grant contribution to be a regional sponsor for the tournament.

FINANCIAL IMPACT: \$5,000.00/\$33,293.12 available in Tourism Grants (208-208-569000)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Tournament is a benefit back to the Pekin and surrounding area businesses and continues our regionalism efforts to support central Illinois

IMPACT IF DENIED: Eliminates the opportunity for marketing opportunities included in the \$5,000 sponsorship and commitment to continue as a regional player (see attached)

ALTERNATIVES:

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

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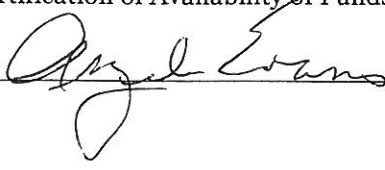
REQUIRED SIGNATURES

Department Director: *Ramona Anderson*

1/24/12

Date:

Finance Department (Certification of Availability of Funds):

Date: 1-24-12 

Corporation Counsel:

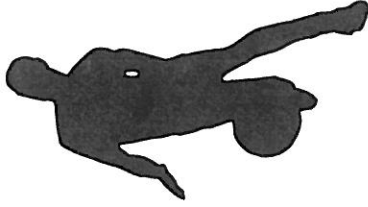
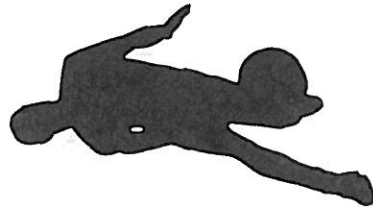
Date:

City Manager:

Date:

2012 March Madness Experience™ Sponsorship Benefits

Item	Sweet Sixteen
In Game Promotion	No
Investment (Net)	\$5,000
Event Positioning	Event Venue
Giveaway Items	May Do So
Sample Product (EF)	Yes
Use of MME Logo	Yes
MME Event Sign	At Venue
MME Floor Logo	No
MME Banners	Four (6' x 3')
Regular Season Tickets	6 seasons 1A & 2A, 3A & 4A
VIP Session Seating	No
VIP Room Passes	6 each 1A & 2A, 3A & 4A
VIP Park Passes	2 each 1A & 2A, 3A & 4A
IHSA Web Site (*)	Exposure & Link
Boys Program Ad	Half Page/Black & White
Arena Signage	No



(EF) = Except food or beverage covered in Civic Center Contract
 (VA) = Value Added as space permits (In 2007, Title Sponsors received 9:00 minutes of session time, other sponsors 4:00 minutes of session time on Dorna rotating sign court side.)

- * During Calendar Year 2007-08, the IHSA Web Site received more than 40 million page views.
- * During Calendar Year 2008-09, the IHSA Web Site received more than 41 million page views.
- * During Calendar Year 2009-10, the IHSA Web Site received more than 42 million page views.
- * During Calendar Year 2010-11, the IHSA Web Site received more than 40 million page views.

Net = net total amount of check paid to March Madness Experience (agency commissions escalate price accordingly)



March Madness Experience Agreement for Pekin

- Banners- 4 (6'x3')
- LED Boards-courtside signage (will rotate throughout the weekend)
- Program AD (this will be a full page and full color AD)
- Give away items (must be approved by IHSA before the tournament)
- Logo and Link on the MME site
- PA announcements (1 per session)
- Booth space in the Experience
- 6 Tickets per session each weekend

Total Investment: \$ 5,000



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Agreement with Today In America

AGENDA DATE REQUESTED: February 13, 2012

ACTION REQUESTED: Approve agreement with the Today in America to produce a show on the attributes of the City of Pekin on national television.

DESCRIPTION: We were approached by the staff of the nationally syndicated show Today in America to do a spot on the City of Pekin. The 5 minute spot will air numerous times on many networks and the final product will become the City of Pekin's to use as we see fit. The cost to the City is \$19,800 total which will come out of the Tourism Fund. They are looking to portray the many assets of the City for those looking to move to the area for whatever reason. This is a great way to promote our town.

I recommend that this agreement be approved.

FINANCIAL IMPACT: \$19,800 from Tourism Fund

NEIGHBORHOOD CONCERNS: Showcase Pekin as a great place to live, work, and play

IMPACT IF APPROVED: Show will begin work on the production and scheduling

IMPACT IF DENIED: Show will find one of our neighbors to showcase

ALTERNATIVES: None

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

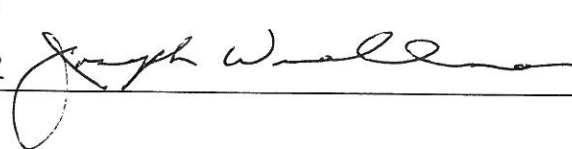
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REQUIRED SIGNATURES**Department Director:** N/A

Date:

Finance Department (Certification of Availability of Funds):Date: 2-2-2012 **Corporation Counsel:**

Date:

City Manager:Date: 2/2/12 

PARTICIPATION AGREEMENT

Date: February 2, 2012
Participant: **City of Pekin, IL**
Market: National (*See Distribution Checklist*)
Show: **Today in America with Terry Bradshaw**

Project No: TIAAn-930751g/sst
Authorized by: Joseph Wuellner or Laurie Barra
Associate Producer: Lane Greenbank
Feature: 5 minute feature

Today in America ("PRODUCTION COMPANY"):

- 1) PRODUCTION COMPANY will provide a complete licensed and insured production and scriptwriting team (field production, graphics, music, voice-overs, program editing, set design and lighting) for domestic taping and completion of feature for PARTICIPANT.
- 2) PRODUCTION COMPANY will provide PARTICIPANT with a copy of its segment, and hereby grants the PARTICIPANT complete licensing rights for legal and marketing/promotional purposes.
- 3) This feature will be used on the *Today in America* show airing one (1) time nationally on FOX Business Network or Discovery Channel, and 19 times regionally through a combination of CNN Headline News and/or Regional News Networks in up to 15 markets as indicated on the distribution checklist. All airings to occur 6:00 a.m. to 11:00 p.m.
- 4) PRODUCTION COMPANY will include the PARTICIPANT in conjunction with the promotions of the series in any available editorial articles, as well as, press releases distributed to relevant industry organizations targeting consumer and business networking sites.
- 5) Content to include, but not limited to: **on camera interview with town representative(s) to educate viewers about City of Pekin, IL, one of America's best places to live, work, and play; explore the industries and work opportunities in the area; discuss the community as it relates to education, leisure, and lifestyle; educate viewers about the city, its history, and its resources including available housing, medical facilities, parks, recreational facilities, and schools; include location or case study visuals, and third party interviews, if applicable.**

City of Pekin, IL ("PARTICIPANT"):

- 1) PARTICIPANT will provide input into the scripting by filling out a PARTICIPANT questionnaire, reviewing and signing off on feature outline for accuracy, filling out and approving production schedules and providing literature as well as background information. PARTICIPANT is required to sign off and approve script and final edited segment before going to network. All press releases must be pre-approved by both parties prior to release.
- 2) PARTICIPANT understands and acknowledges that the PRODUCTION COMPANY will immediately begin work on certain aspects of the PARTICIPANT'S feature and delegate personnel in association with the development, promotion, scheduling, pre-production and production with the goal to have the script developed within thirty to forty-five days upon PARTICIPANT returning the Editorial Information Form.
- 3) \$19,800 USD is the total scheduling fee. PARTICIPANT will incur no additional cost relating to the parameters of this agreement.
- 4) PARTICIPANT acknowledges and agrees to pay the total scheduling fee as follows: 1/2 due thirty days from agreement execution, and 1/2 due sixty days from agreement execution.
- 5) PARTICIPANT, if appropriate, will provide end user for testimonial, company spokesperson, talent and products for shooting.

The parties agree that Florida law applies and the jurisdiction and venue for any action regarding this agreement shall lie exclusively in the courts of Broward County, Florida. Once both parties authorize this agreement, Participant does irrevocably commit to participate in the television program described above and does further agree to provide the questionnaire and literature in a timely manner. All aspects of the agreement will be completed within twelve months or sooner of agreement execution assuming Participant does not withhold reasonable approvals. As stated, Today in America and its national television show has no direct affiliation with the networks on which they air. Today in America purchases the time through cable providers, networks and/or other media sellers. This agreement contains the full and complete understandings between the parties whether written or oral, pertaining thereto, and cannot be modified except by a written instrument signed by each party hereto.

Authorized Representative - Participant

Company /Position/ Print name

Date

Today in America Representative

CEO of Today in America

Date