



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF JANUARY 24, 2005
5:30 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

Regular Council Meeting of January 10, 2005
Special Council Informational Meeting by Liquor Advisory Committee

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Airport, Traffic Safety, Building Permits, Inspections
2. Charitable Solicitation: Lupus Foundation Tag Day Fundraiser Friday, October 7, 2005
3. Receive and File Resignation of Stephen A. Huey from the Pekin Planning Commission
4. Receive and File NPDES FY2004 Report
5. Receive and File Street Sweep for Homeless
6. Receive and File Bids and Bid Tabulations Pekin Riverfront Park opened January 18, 2005
7. Receive and File Zoning Board of Appeals Minutes Dated January 12, 2005
8. Receive and File Pekin Planning Commission Minutes Dated January 12, 2005
9. Receive and File Pekin Planning Commission Hearings and Recommendations:
 - a. #1648 – Recommends Approval of Hallmark House Nursing Center, Rezoning of property with Tax I.D. #04-10-01-407-018 located at 2501 Allentown Road from RM-1 to RM-3.
 - b. #1649 – Recommends Approval of Matthew and Ivy Grashoff, Rezoning of property with Tax I.D. #04-10-02-300-021 located at 1226 S. 5th Street from B-3 to R-4

VII. COMMUNICATIONS, PETITIONS, REPORTS

Public Hearing Tax Increment Financing Redevelopment Plan and Project

(KU)

VIII. UNFINISHED BUSINESS

Ordinance No. 2400 – Amending the Code of the City of Pekin 1995 Title 6, Chapter 3
Regarding Animals

(SB)

IX. NEW BUSINESS

1. Ordinance No. 1568-149 - Rezoning of Certain Property 2501 Allentown Road/Hallmark House (JW)
2. Ordinance No. 1568- 150 -Rezoning Certain Property 1226 S. 5th Street/Grashoff (JW)
3. Ordinance No. 2406-OA - Amending Title 9 of the Code of the City of Pekin 1995 Regarding Roadside Stands (JW)
4. Ordinance No.2407 - Accepting An Agreement to Purchase and Authorizing the Purchase of Real Property – Callaway/104 Susannah Street (KU)
5. Ordinance No. 2408 - Accepting An Agreement To Purchase and Authorizing the Purchase of Real Property – Smith/102 Cynthiana Street (KU)
6. Joint Agreement with IDOT for Parkway @ Court Traffic Signal Improvements (DK)
7. Resolution No. 90-04/05 – Appropriating Motor Fuel Tax Funds for Signal Improvement (DK)
8. Court Street Phase 2 Traffic Study Participation (DK)
9. Resolution No. 91-04/05 - Appropriating Motor Fuel Tax Funds for Traffic Study (DK)
10. Intergovernmental Agreement with Housing Authority for Police Protection Services (TG)
11. Set Special Council Meeting for January 31, 2005 (LH)

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Public Questions

Press Time

XI. ADJOURNMENT

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JANUARY 10, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, MADDOX, RICHMOND, MASSAGLIA, AND JONES

ABSENT: NONE

The Pledge of Allegiance was led by Mayor Howard.

Roll was called and all commissioners were present.

Agenda

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

Motion by Com'r. Richmond, seconded by Com'r. Maddox, that the **Minutes of the Regular City Council Meeting of December 13, 2004, Special Animal Control Public Input January 6, 2005, Special Informational Meeting West Campus Development December 6, 2004 and Special Budget Work Session December 1, 2004, be approved as written.** On roll call vote, all present voted Aye.

Consent Agenda

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **Consent Agenda be approved as presented.** City Clerk Sue McMillan presented the following items under consent Agenda.

1. Receive and File Monthly Reports: Police, Tazewell County Animal Control, Finance, LADD, Inspections, Airport, Wastewater Treatment, Traffic Safety, Building Permits, and Projects Status
2. Proclamation: "Martin Luther King Jr. Day" January 17, 2005
3. Charitable Solicitation: Shade Memorial Youth Camp Tag Days April 15-17, 2005
4. Receive and File Insight Communications Price Adjustment and Programming Changes
5. Resolution No. 87-04/05 - Mayor's Appointment of Shirley Moore to the Pekin Housing Authority Board for a Five Year Term until January 14, 2010
6. Resolution No. 88-04/05 - Appointment of Gregory Ranney to the Regional Mass Transit Plan Steering Committee
7. Receive and File \$67,000.00 Recycling Grant
8. Receive and File Bids for Demolition and Removal of Two Grain Elevators opened 12/15/04
9. Receive and File Pekin Planning Commission Special Meeting Minutes Dated January 5, 2005
10. Receive and File Pekin Planning Commission Hearings and Recommendations:
 - a. #1646 – Recommends Approval of Special Use to obtain a Liquor license for the Dragon's Dome, LLC and Building Only located at 3401 Griffin Avenue, B-3 Zoning District.
 - b. #1647 – Recommends Approval of the Site Plan for the Dragon's Dome, LLC located at 3401 Griffin Avenue, B-3 Zoning District

On roll call vote, all present voted Aye.

Pamela Anderson read the Proclamation in tribute to Martin Luther King Jr. Details of the 12th Annual King Breakfast for Equality were announced for Saturday, January 15, 2005.

Tazewell County Board Chairman Jim Unsinker presented a \$67,000.00 check as the City's share of the Recycling Grant. Greg Ranney Solid Waste Director spoke of the benefits of the funds in its use to reduce recycling costs as well as recycling education.

Communications, Petitions, Reports

PEKIN POLICE FOUNDATION PRESENTATION was given by Dave Tebben by first introducing persons who were the original incorporators of an organization formed in September 2004. He explained that Officer Rob McAtee was instrumental in posing the concept to leaders of the community *to provide resources and programs that help the Pekin Police Department perform at their highest level of service to support and enhance our community.* From resources such as grants from collector 501c3 organizations, corporate and individual donations, the group presented to Council and the City of Pekin a speedtrak radar trailer and new McGruff costume donated by Pekin Insurance and Pekin Kiwanis Club.

PUBLIC HEARING PPUATS LONG RANGE TRANSPORTATION PLAN

The Hearing was opened by Mayor Howard at 6:00 p.m. Joshua Barbee explained as the Peoria/Pekin Urbanized Area's Metropolitan Planning Organization (MPO), the Tri-County Regional Planning Commission was opening the Fiscal Year 2005-2030 Plan for public review and comments. The wide-range plan represents all modes of surface transportation and is developed to promote, build, and maintain a safe and efficient multi-modal transportation system. City Manager Dennis Kief commented that the Study has been a mechanism that has helped the city get state and federal funds for projects such as Veterans Drive. The plan lists six Pekin projects slated for funds. Pekin Park District Director Bob Blackwell requested that the bike trail project be listed as a funding priority. PCHS teacher John McCabe suggested a safer exit off Stadium Drive onto Parkway Drive. Mr. Barbee directed that the City prepare plans for the projects now to get priority in allocations from upcoming enhancements. The hearing was closed by the Mayor without further comments.

REPORT ON ANIMAL CONTROL PUBLIC INPUT MEETING

Attorney Sue Bosich briefed Council and the Public on the input that was received at the Special Meeting of January 6, 2005. She stated she was discussing the appropriate revisions with each Council member before preparing the final ordinance amendment for presentation and adoption.

New Business

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **SPECIAL USE TO OBTAIN A LIQUOR LICENSE FOR THE DRAGON'S DOME, LLC and Building Only located at 3401 Griffin Avenue, B-3 Zoning District** be approved. Com'r. Richmond expressed concerns regarding the sale of alcohol and consumption at sporting events when children are present at the new facility. Discussion followed among members and developer Bill Griffin as to ASA rules disallowing alcohol sales at tournaments. On roll call vote, Maddox, Jones, Massaglia, and Howard, Aye; Richmond, Nay. Motion Carried.

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **SITE PLAN FOR THE DRAGON'S DOME, LLC located at 3401 Griffin Avenue, B-3 Zoning District** be approved. It was noted by Public Works Director Joe Wuellner that the request for the special use and site plan were for one address being the dome and entry. Sale of liquor at outside ball fields and concessions would require a separate request. On roll call vote, all present voted Aye.

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **BID FOR DEMOLITION AND REMOVAL OF TWO GRAIN ELEVATORS in the amount of \$529,000.00 be accepted and the contract be awarded to DEM/EX.** Mr. Wuellner explained that the debris from the demolition would be used as fill at the riverfront after it is crushed. On roll call vote, all present voted Aye.

ORDINANCE NO. 2404

AUTHORIZING A LEASE TO TOBIN BROTHERS DEVELOPMENT CORP

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that Ordinance No. 2404 be adopted. City Manager told Council that the details of the lease were available at a public hearing regarding the City owned parking lot at 324 Court Street held on December 13, 2004. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Richmond, that the **AGREEMENT WITH FANHEDERS LAND TRUST NO. ONE for dedication of property in the amount of \$24,486.00** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that the **CITY CONCUR WITH THE CALCULATED AMOUNT OF THE CONTRACTUAL INCREASE OF \$16,800.00 IN AMENDMENT #6 TO THE AGREEMENT FOR CONTRACT OPERATION AND MAINTENANCE OF CITY OF PEKIN WASTEWATER TREATMENT PLANTS AND LIFT STATIONS WITH UNITED WATER SERVICES, INC.** City Manager Kief explained to Council that the 2003 2-year extension authorized the financial terms of the wage agreement, therefore increasing the annual contract to \$823,430. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the **2005 MUNICIPAL EXPENDITURE STATEMENT OF MAINTENANCE OPERATIONS** be approved. On roll call vote, all present voted Aye.

RESOLUTION NO. 89-04/05
APPROPRIATING MOTOR FUEL FUNDS

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that Resolution No. 89-04/05 be adopted and the Mayor and City Clerk be authorized to execute and file with the Department of Transportation, the resolution appropriating MFT Funds in the amount of \$775,000.00 for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code and all documentation required. On roll call vote, all present voted Aye.
voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Richmond, that the **RETIREMENT AGREEMENT WITH DAN J. BONNETTE in the amount of \$26,235.30** be approved. Personnel Director Patricia Pollock was asked to explain the agreement on the retirement of the deputy fire chief on December 31, 2004. Discussion followed on the presidents of paying a 100% of the value of accumulated sick time to be used for payment of group health premiums. Com'r. Massaglia expressed his concerns for the payout and what would stop every employee from requesting a retirement benefit by setting this policy. On roll call vote, Jones, Maddox, Richmond, and Howard, Aye; Massaglia Nay. Motion Carried.

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that the **TWO OPTION YEARS OF THE 2003 CONTRACT FOR STUDENT TRANSPORTATION SERVICE WITH PEKIN SCHOOL DISTRICT 108** be approved. Greg Ranney Director of Transportation, told Council that the District was exercising their option to extend services until 2007 figured at 2.5% min and 5% max increase based on CPI numbers. On roll call vote, Jones, Maddox, Richmond, and Howard, Aye; Massaglia, Nay. Motion Carried.

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that the **City's participation in the PEORIA AREA CONVENTION AND VISITORS BUREAU'S REGIONAL COOPERATIVE ILLINOIS RIVER COUNTRY MARKETING CAMPAIGN** in the amount of \$7,500.00 be approved. Kim Uhlig told Council that this was the fourth year to participate and felt it important in bringing awareness to the new Dragon's Dome and riverfront development. It was confirmed for Com'r. Jones that Hotel/Motel Tax funded the expenditure. On roll call vote, all present voted Aye.

ORDINANCE NO. 2405
**ACCEPTING AN AGREEMENT TO PURCHASE AND AUTHORIZING
THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF PEKIN
102 CYNTHIANA**

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that Ordinance No. 2405 be adopted. Questions were asked of the Planning and Development Director Kim Uhlig regarding the price offered to Lawrence Smith for the property considered for demolition in the Riverfront Development Plan. Discussion followed on the appraised value, assessed value and comparable prices of purchases the City has made. Com'r. Richmond expressed concerned of a changed sale price other than the document in the packet. Com'r. Jones Stated it was too much to pay for the property as presented with a 2002 appraisal of \$15,000.00. On roll call vote, Maddox and Massaglia, Aye; Jones, Richmond, and Howard, Nay. Motion Failed.

Other Business

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

Motion by Com'r. Massaglia, seconded by Com'r. Jones that Council move to **Executive Session** at 7:05 P.M. to discuss 120/2 (c) 7, Purchase of Real Estate. On roll call vote, all present voted Aye.

No further business to come before the Council, a motion was made by Com'r. Massaglia, seconded by Com'r. Richmond that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 7:25 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN CITY HALL COUNCIL CHAMBERS
ON MONDAY, JANUARY 17, 2005 AT 6:00 O'CLOCK P.M.**

**PRESENT: COMMISSIONERS MASSAGLIA, RICHMOND AND MADDOX, MAYOR
HOWARD**

ABSENT: COMMISSIONERS JONES

Agenda Notice was posted on Friday, January 14, 2005 of a special informational meeting to hear the Liquor Advisory Committee accept Public Input on the Liquor Code Revisions.

Communications, Petitions, Repots

Com'r. Maddox as Chair of the Mayor's Advisory Committee for Liquor Code Revisions conducted an informal televised meeting to address any concerns the public, liquor license holders, or Council member may have in regards to changes drafted to the Code.

Mayor Howard entered the meeting and expressed appreciation to Attorney Sue Bosich for her work on the amendments and research and to the entire committee for their efforts.

There was no action taken by Council.

COUNCIL ADJOURNED AT 7:20 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Airport Commission Meeting Minutes
January 12, 2005

Commissioners: Present - Peter Kalman, Charles Thomas, & Lillard Hedden
Attendees: Joe Wuellner, Murray Brian, Al Lurie, & Dean Stagers

Chairman Kalman opened the meeting at 3:00pm.

Correspondence Received:

1. Advertisement for lights bulbs.

Old Business:

1. Covered the budget report item "Other Contractual". Explained that this is the area where the fees to Byerly are covered for operating the airport.
2. Mr. Wuellner updated that commission on the status of the CMT work on the taxiway repair project for this year. Still looking for a July letting.

New Business:

1. With the last few snows, there has been no one out to plow in front of the hangars. It was suggested that we include this with the contractor. Mr. Wuellner asked that he talk with the city crew and see what they wanted to do on this since it was done as a money saving move.
2. The commission membership policy for attendance was discussed. It was noted that there are no requirements for attendance and that maybe this is something that should be addressed. Mr. Wuellner will check with the mayor and city counsel.
3. It was noted that one of the tenants had called in to say that his hangar roof was leaking. Members stated that from past experience this may be an issue with the water running off the roof and back into the hangar from the door area. Mr. Wuellner will follow up on this.
4. Mr. Stagers updated the commission on forthcoming changes with Byerly Aviation.

No other business to discuss and meeting adjourned at 4:30PM.

Next meeting will be February 9, 2005 at 3pm.

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
JANUARY 7, 2005
8:30 A.M.
CONFERENCE ROOM 240

PRESENT: Chairman Harvey Richmond, Denny Kief, Joe Wuellner, Tim Gillespie, Chuck Lauss, Will Taylor, and David Pagliaro

ABSENT: Harvey Richmond

The meeting was called to order by Denny

UNFINISHED BUSINESS:

- 2) *Second request for No parking on Highwood from Summit to Powers (phone call).*
Committee discussed request from Ellen Barber to restrict parking on Highwood at Powers intersection. The issue was also presented at December meeting. Taylor apologized but did not monitor traffic at school dismissal times.

DECISION: Dave to place signs "no parking here to corner" at 30 ft distance on north side of Highwood at both corners of Powers and at west corner of Vienna.

- 3) *Traffic Counts; Royal Avenue east of 14th Street Parking Congestion. Committee reviewed the counts taken, the times, and the percentages of speed.*

DECISION: Speeding not an issue. Chief to place new radar trailer in the area to prove the counts and possible deter those that do speed on Royal. Parking problems not discussed without Harvey.

(Committee discussed purchasing additional counters after Dave informed Denny the department only had 4 and one was broken. Denny authorized the purchase if in Police and/or Street Department budgets.)

- 4) *Comments regarding proposed traffic pattern from West Campus Project Meeting of December 6, 2004.*

Committee felt the proposed change could effect 8th Street. Also concerns at 7th and Ann Eliza would need to be addressed.

- 1) *Re: ictions on Cul-De-Sacs/Fire Apparatus Turn Radius*

Committee discussed if a recommendation should be made to Council to either ban or limit parking on cul-de-sacs. It was further discussed if parking was a life safety issue, and the political concerns of Councils decision. Chuck indicated that it sometimes creates a problem to back out of streets or have cars towed. Dave reported there were no complaints from drivers after last ice/snow plowing in cul-de-sacs.

DECISION: Committee agreed it was an inconvenience for firefighters that can be addressed by towing vehicles if necessary on a case by case basis if there is a fire.

ACTION: No change

NEW BUSINESS:

1) *Request for "Slow-Handicapped Child" at 218 Prince Street (phone call).*

Dave reported the procedure is to verify if a sign is warranted and for physician to sign off. The form has not been returned to the Street Department.

ACTION: Incomplete request-pending

2) *Mountain Mud Kiosk Traffic Pattern.*

Joe advised the committee of the potential traffic problem of locating the small structure in County Market parking lot. Planning department has separate issue of sewer hook-up. The drive up coffee stand is on private property, but location gets into safety issues and traffic patterns. Committee reviewed diagram of flow of traffic at Parkway and entrance to UAW. Access may have right-of-way encroachment issues.

ACTION: None

AROUND THE TABLE:

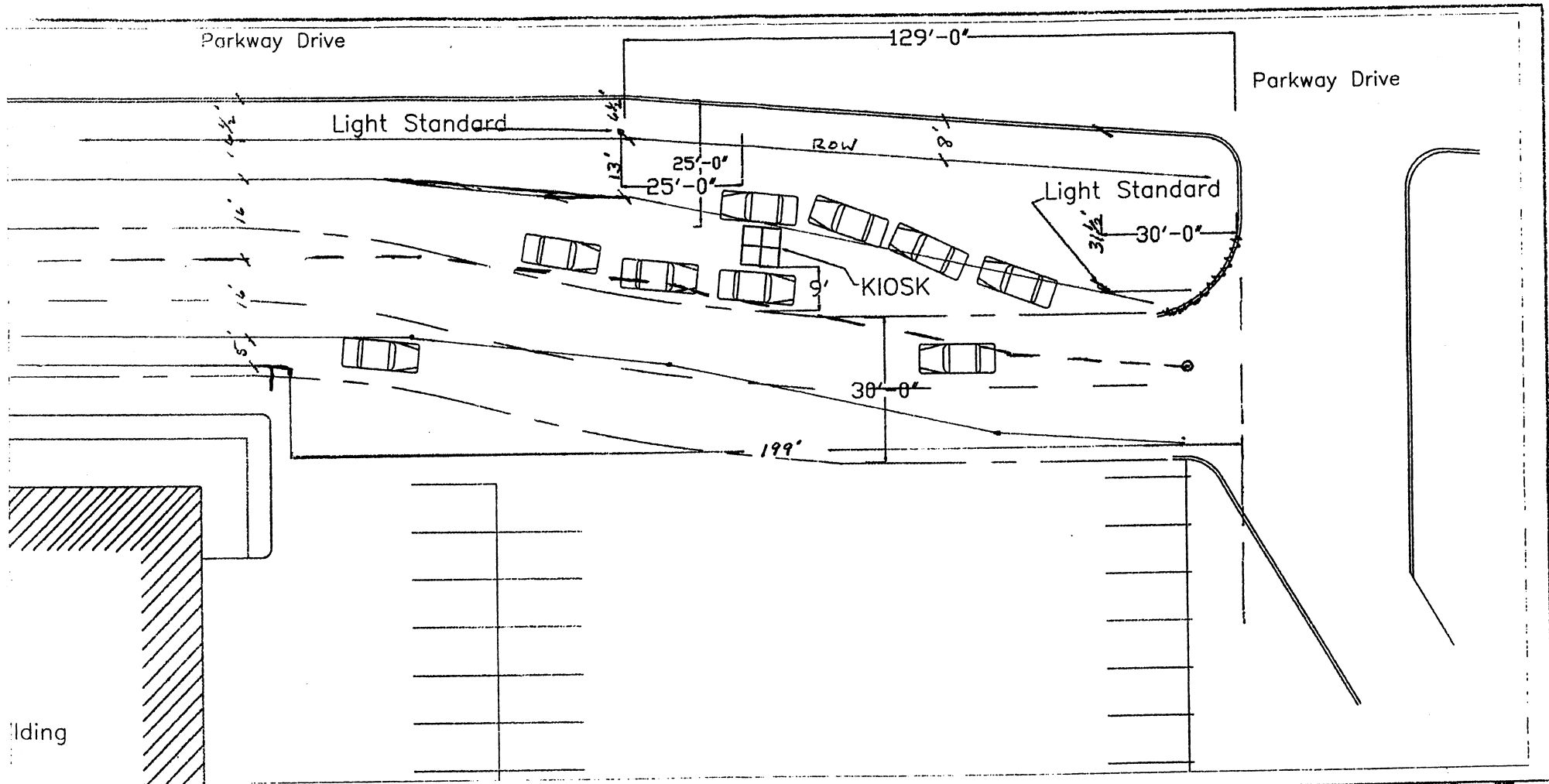
Will reported he has again monitored the area at Redwood and Sheridan Road. The stop sign is not being run and there is minimal speeding. He has completed working the area.

Tim reported that the radar trailer has arrived and the Police Foundation will make a formal presentation at the Council Meeting on January 10th, 2005.

ACTION: Tim to discuss with Harvey for Public Relations.

Meeting adjourned at 9:00am

Next Meeting Friday, February 4, 2005



Pekin County Market Kiosk Location

SCALE: 1/8"=1'-0"

Sheet 1 of 20



DESIGNED BY	DATE	CHECKED BY	DATE
FOR APPROVAL	TO SHOP	AS BUILT	
Mountain-Mudd Espresso			
Midwest Mudd Inc. Galesburg IL.			
Phone 309-343-6200 Fax 309-343-1467			
JOB NAME: County Market	DESIGNED BY: [blank]	CHECKED BY: [blank]	DATE: 9/03/04
JOB LOCATION: Pekin Illinois	SCALE: N.T.S.	JOB NUMBER:	SHEET XXXX
DESCRIPTION: Revised Site Layout Kiosk #2			

BUILDING REPORT 2004

BUILDING REPORT 2004																				
MONTH	DWELLINGS		GARAGES		MULTI-FAMILY		COMMERCIAL		COMMERCIAL REMODELING		RESIDENTIAL REMODELING		MISCELLANEOUS		RESIDENTIAL DEMOLITIONS		COMMERCIAL DEMOLITIONS		BUILDING DOLLARS	BLDG PERMITS
JANUARY	5.00	\$647,000	0.00	\$0	0.00	\$0	1.00	\$22,000	13.00	\$657,500	6.00	\$401,000	1.00	\$35,000	0.00	0.00 #	0.00	0.00	\$1,762,500	26.00
FEBRUARY	9.00	\$1,535,000	1.00	\$2,000	0.00	\$0	5.00	\$341,000	7.00	\$48,500	8.00	\$121,205	1.00	\$425	0.00	0.00	0.00	0.00	\$2,048,130	31.00
MARCH	12.00	\$2,154,000	13.00	\$92,060	0.00	\$0	3.00	\$587,500	8.00	\$385,300	23.00	\$132,900 #	1.00	\$0	0.00	0.00	1.00	0.00	\$3,351,760	61.00
APRIL	5.00	\$809,000	14.00	\$94,589	0.00	\$0	8.00	\$1,321,000	2.00	\$10,500	28.00	\$220,086	4.00	\$77,500	0.00	0.00	0.00	0.00	\$2,532,675	61.00
MAY	4.00	\$772,000	9.00	\$61,540	0.00	\$0	6.00	\$1,340,292	4.00	\$77,780	16.00	\$168,250	2.00	\$500	3.00	0.00	1.00	0.00	\$2,420,362	45.00
JUNE	8.00	\$1,396,000	12.00	\$56,393	0.00	\$0	3.00	\$545,300	7.00	\$110,800	26.00	\$40,490	5.00	\$30,800	3.00	0.00	0.00	0.00	\$2,179,783	
TOTAL 6 MO.	49.00	\$7,313,000	49.00	\$0	0.00	\$0	26.00	\$4,157,002	47.00	\$1,189,380	107.00	\$1,053,993	14.00	\$144,215	2.00	0.00	1.00	0.00	\$19,588,612	
JULY	10.00	\$1,744,000	5.00	\$34,800	0.00	\$0	6.00	\$37,350	3.00	\$30,500	11.00	\$34,240	2.00	\$5,000	0.00	0.00	2.00	0.00	\$1,885,890	39.00
AUGUST	8.00	\$1,378,000	11.00	\$70,410	6.00	\$798,000	5.00	\$13,000	7.00	\$253,323	18.00	\$241,690	3.00	\$207,490	0.00	0.00	0.00	0.00	\$2,961,913	58.00
SEPTEMBER	4.00	\$815,000	13.00	\$78,948	4.00	\$980,000	1.00	\$2,000	3.00	\$976,000	12.00	\$111,235	1.00	\$24,000	2.00	0.00	0.00	0.00	2,987,183.00	40.00
OCTOBER	2.00	\$249,000	10.00	\$94,896	0.00	\$0	5.00	\$144,410	6.00	\$648,495	10.00	\$57,652	3.00	\$11,385	0.00	0.00	0.00	0.00	\$1,205,838	36.00
NOVEMBER	5.00	\$976,500	2.00	\$29,440	2.00	\$247,380	0.00	\$0	6.00	\$742,300	5.00	\$33,923	6.00	\$50,800	0.00	0.00	0.00	0.00	2,080,343.00	26.00
DECEMBER	0.00	\$0	0.00	\$0	5.00	\$1,072,200	1.00	\$28,000	6.00	\$160,336	12.00	\$4,120,000	16.00	\$79,913	0.00	0.00	1.00	0.00	\$5,460,449	41.00
TOTAL 6 MO.	29.00	\$5,182,500	41.00	\$308,494	17.00	\$1,997,580	18.00	\$224,760	31.00	\$2,419,954	65.00	\$4,599,740	31.00	\$278,583	2.00	0.00	1.00	0.00	\$10,389,495	240.00
YEAR	72	\$12,475,500	74.00	\$308,494	17.00	\$1,997,580	44.00	\$4,381,762	72.00	\$4,219,334	172.00	\$5,653,733	45.00	\$522,813	2.00	0.00	1.00	0.00 #	\$26,970,244	528.00

Inspection Meeting January 19, 2005

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

1. Mark – stated that he is tracking the electrical contractor files to verify that all are current and then will update the computer. He too is having problems with the program and shares everyone else's frustration.
2. Jack – everything going fine.
3. Juanita – stated that the frustrations with the computer program continue. She has gotten all the electrical and HVAC contractor files updated and has marked any contractor that does not have all the current documentation in marked as "HOLD". This will then signal when they try to pull a permit that they are not current. Told her that they supposedly corrected the problem and to try the program again today.
4. Larry – has been working on getting all the inspections caught up in the computer since his return. He is having problems with the older permits that were transferred over from the other program. Mark will work with him on how to get these updated and closed out. Asked for a list of all the occupancies that were issued the last 60 days so he can final out his files. Juanita will get that for him.
5. Ron S. – stated that he tried a permit this morning and when he went to enter the second one that the system locked up on him. He came in early to do these permits since there wouldn't be anyone else on the system which is what we are being told causes the lock-ups. Told him to call them and let them know what is happening. Asked Mark and Jack to go through their files to help verify what contractors are current and what others might need to supply to get current. Asked Larry to check the trailers on Black St. for water supply because Tazewell County Health received a call stating that one of the homeowners was carrying water from a neighbor's house. This has been a problem during the winter and if that is the case again, the owner of the property will be contacted to make corrections. Asked about the status of the hearing officer, McCann property, and the house on Koch St. Joe will check with legal.
6. Joe W. – explained that he is aware of the computer problems and has been working with ADA everyday for the last few weeks it seems. Will get with again today and see what is going on. The program is great when it works but it never seems to function more than two days in a row without problems.

NOTE:

Next meeting February 2, 2005



CENTRAL ILLINOIS BRANCH

BOARD OF DIRECTORS

Jan Hornback, *President*
Cathy Buchanan, *Vice President*
Hazel Dion, *Treasurer*
Suellyn Schwartz, *Treasurer*
Jan Metzger, *Sunshine Chairman*

Al Boehle
Glenda Bailey
Jane Harris
Merrill Metzger
Monica Russell
Phyllis Troyer
Hedy L. Willis

AREA REPRESENTATIVES

Judy Brandon, *Creve Coeur*
Cathy Buchanan, *Bartonville*
Donna Cooley, *Galesburg*
Jeanni Hoffman, *Raonoke-Eureka*
Kelly Larson, *Monticello*
Betty Sanderson, *Monmouth*

MEDICAL ADVISORY BOARD

Carl Soderstrom, M.D., *Chairman*
Alphonse Masi, M.D.
Edward Voss Jr.

P.O. Box 791
PEKIN, ILLINOIS
61555-0791

TELEPHONE: 309-353-4357

CHICAGO: 800.2.LUPUS.2

JAN@MYMAILSTATION.COM

WWW.LUPUSIL.ORG

LUPUS RESEARCH INSTITUTE

*National
Coalition*

The Patient Voice for Lupus Research



A Proud Member of
**Community
Health Charities**
Illinois
WORKING FOR A HEALTHY AMERICA

RECEIVED
JAN 18 2005
CITY CLERK

January 15, 2005

The Secretary to Mayor Lyn Howard
City of Pekin
Pekin, Illinois 61554

Greetings:

Re: 2005 Lupus Tag Day Fundraiser

It is that time of the year to seek permission from The City of Pekin to hold our Annual Pekin Tag Day Fundraiser.

In 2005, it will be one day and that is Friday, October 7th.

This will our 15th year to do this event which has provided funds to help us with our work of helping lupus patients in the Pekin and surrounding areas.

Once we obtain this approval, we will get permission from Kroger's and Schnuck's to collect funds at their stores.

Thank you.

Yours truly

Hazel Dion
Hazel Dion (Mrs.)
Treasurer

Stephen A. Huey

10 Oak Hill Court • Pekin, Illinois 61554

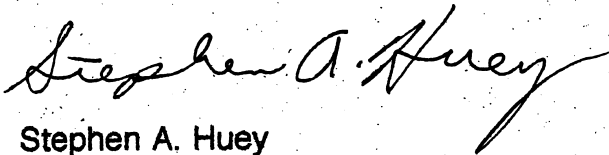
January 10, 2005

Mayor Lyn Howard
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Dear Mayor Howard:

I am increasingly finding myself out of sync with the philosophies of both the current city administration and the present planning commission. I therefore believe that it is prudent for me to resign my position on the City of Pekin Planning Commission. I appreciate the opportunity that I have had to serve my community and will miss being part of a group of citizens that strives to sustain the quality of life that we enjoy in Pekin.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Huey". The signature is fluid and extends to the right with a long, sweeping tail.

Stephen A. Huey



City of Pekin

Public Works Department

January 17, 2005

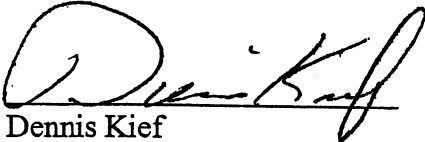
Ms Cathy Siders
Illinois Environmental Protection Agency
Compliance Assurance Section, Bureau of Water
1021 North Grand Avenue East
PO Box 19276
Springfield, IL 62794-9276

RE: Pekin NPDES Fiscal Report

Dear Ms Siders:

Please find enclosed the City of Pekin's Fiscal Report relevant to our NPDES permit.
Contact me should you have any questions.

Sincerely,



Dennis Kief

DK:vv

Enclosure

cc: Sue McMillan, City Clerk
Bob Reis, Finance Director
Don Hughes, United Water

FISCAL REPORT FORM FOR NPDES PERMITTEES

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY – DIVISION OF WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19 – P.O. BOX 19276, SPRINGFIELD, IL 62794-9276 (217)782-9720

PLEASE READ INSTRUCTIONS ON BACK AND RETURN BY JANUARY 31ST

1. Name(s): <u>City of Pekin</u> 3. Fiscal Year Report Period: From (MO/YR) <u>05</u> / <u>03</u> To (MO/YR) <u>04</u> / <u>04</u> 4. User Rate Class <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 20%; text-align: center;">No. of Customers Billed At:</td> <td style="width: 20%; text-align: center;">Annual Charges Billed At:</td> <td style="width: 30%; text-align: center;">Annual Charges Collected At:</td> </tr> <tr> <td>Residential Rates</td> <td style="text-align: center;"><u>11,700</u></td> <td></td> <td></td> </tr> <tr> <td>Non-Residential Rates (industrial/commercial)</td> <td style="text-align: center;"><u>1,300</u></td> <td></td> <td></td> </tr> <tr> <td>TOTALS:</td> <td style="text-align: center;"><u>13,000</u></td> <td></td> <td></td> </tr> </table> 5. Current Residential Population Served: <u>35,600</u> People 6. Date User Rate Adopted: (MO/YR) <u>12</u> / <u>03</u> Billing: Monthly ☒ Quarterly ☐ Other ☐ Base Rate <u>\$1.99</u> Per First <u>1,000</u> Gallons or <u> </u> Cu.Ft., then \$ <u> </u> per: <u> </u> (Check One) ☐ 1,000 Gallons ☐ Cu.Ft. 7. Using user rate, calculate monthly household user charge for 6,000 gallons (or 800 cu.ft.) usage. Household user charge: <u>\$11.94</u> per month at 6,000 gallons (or 800 cu.ft.) usage <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 8. Annual Revenues <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">User Charges:</td> <td style="width: 20%; text-align: right;">\$ <u>2,094,460</u></td> </tr> <tr> <td>Taxes:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Interest:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Other:</td> <td style="text-align: right;">\$ <u>138,805</u></td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$ <u>2,233,265</u></td> </tr> </table> </td> <td style="width: 50%; vertical-align: top;"> Annual Expenditures <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Oper. & Maintenance:</td> <td style="width: 20%; text-align: right;">\$ <u>1,656,857</u></td> </tr> <tr> <td>Debt Retirement:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Capital Improvements:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Other: (Depreciation)</td> <td style="text-align: right;">\$ <u>577,144</u></td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$ <u>2,234,001</u></td> </tr> </table> </td> </tr> </table> 9. What account funds are available for use, in whole or part, for wastewater treatment and/or collection? Enter the ending balances of those specified in particular, and any pertinent others. <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Account: <u>Repair/Replacement</u></td> <td style="width: 33%;">Account: <u>Depreciation</u></td> <td style="width: 33%;">Account: <u> </u></td> </tr> <tr> <td>Balance: <u> </u></td> <td>Balance: <u> </u></td> <td>Balance: <u> </u></td> </tr> <tr> <td>Account: <u>Capital Improvement</u></td> <td>Account: <u>Bond</u></td> <td>Account: <u> </u></td> </tr> <tr> <td>Balance: <u> </u></td> <td>Balance: <u> </u></td> <td>Balance: <u> </u></td> </tr> </table> 10. Do user charge revenues cover operation, maintenance and replacement costs? (check one) Yes ☒ No ☐ If no, explain how these costs are paid: <u> </u> 11. In what year was the last major construction project undertaken? <u>94/95</u> Year 12. Estimate the number of years before the next major construction project is initiated. <u>2</u> Years 13. Signature: <u> </u> Date: <u>January 17, 2005</u> Title: <u>City Manager</u> Telephone #: <u>309-477-2300</u>		No. of Customers Billed At:	Annual Charges Billed At:	Annual Charges Collected At:	Residential Rates	<u>11,700</u>			Non-Residential Rates (industrial/commercial)	<u>1,300</u>			TOTALS:	<u>13,000</u>			8. Annual Revenues <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">User Charges:</td> <td style="width: 20%; text-align: right;">\$ <u>2,094,460</u></td> </tr> <tr> <td>Taxes:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Interest:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Other:</td> <td style="text-align: right;">\$ <u>138,805</u></td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$ <u>2,233,265</u></td> </tr> </table>	User Charges:	\$ <u>2,094,460</u>	Taxes:	\$ <u> </u>	Interest:	\$ <u> </u>	Other:	\$ <u>138,805</u>	TOTAL:	\$ <u>2,233,265</u>	Annual Expenditures <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Oper. & Maintenance:</td> <td style="width: 20%; text-align: right;">\$ <u>1,656,857</u></td> </tr> <tr> <td>Debt Retirement:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Capital Improvements:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Other: (Depreciation)</td> <td style="text-align: right;">\$ <u>577,144</u></td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$ <u>2,234,001</u></td> </tr> </table>	Oper. & Maintenance:	\$ <u>1,656,857</u>	Debt Retirement:	\$ <u> </u>	Capital Improvements:	\$ <u> </u>	Other: (Depreciation)	\$ <u>577,144</u>	TOTAL:	\$ <u>2,234,001</u>	Account: <u>Repair/Replacement</u>	Account: <u>Depreciation</u>	Account: <u> </u>	Balance: <u> </u>	Balance: <u> </u>	Balance: <u> </u>	Account: <u>Capital Improvement</u>	Account: <u>Bond</u>	Account: <u> </u>	Balance: <u> </u>	Balance: <u> </u>	Balance: <u> </u>
	No. of Customers Billed At:	Annual Charges Billed At:	Annual Charges Collected At:																																															
Residential Rates	<u>11,700</u>																																																	
Non-Residential Rates (industrial/commercial)	<u>1,300</u>																																																	
TOTALS:	<u>13,000</u>																																																	
8. Annual Revenues <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">User Charges:</td> <td style="width: 20%; text-align: right;">\$ <u>2,094,460</u></td> </tr> <tr> <td>Taxes:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Interest:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Other:</td> <td style="text-align: right;">\$ <u>138,805</u></td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$ <u>2,233,265</u></td> </tr> </table>	User Charges:	\$ <u>2,094,460</u>	Taxes:	\$ <u> </u>	Interest:	\$ <u> </u>	Other:	\$ <u>138,805</u>	TOTAL:	\$ <u>2,233,265</u>	Annual Expenditures <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Oper. & Maintenance:</td> <td style="width: 20%; text-align: right;">\$ <u>1,656,857</u></td> </tr> <tr> <td>Debt Retirement:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Capital Improvements:</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Other: (Depreciation)</td> <td style="text-align: right;">\$ <u>577,144</u></td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$ <u>2,234,001</u></td> </tr> </table>	Oper. & Maintenance:	\$ <u>1,656,857</u>	Debt Retirement:	\$ <u> </u>	Capital Improvements:	\$ <u> </u>	Other: (Depreciation)	\$ <u>577,144</u>	TOTAL:	\$ <u>2,234,001</u>																													
User Charges:	\$ <u>2,094,460</u>																																																	
Taxes:	\$ <u> </u>																																																	
Interest:	\$ <u> </u>																																																	
Other:	\$ <u>138,805</u>																																																	
TOTAL:	\$ <u>2,233,265</u>																																																	
Oper. & Maintenance:	\$ <u>1,656,857</u>																																																	
Debt Retirement:	\$ <u> </u>																																																	
Capital Improvements:	\$ <u> </u>																																																	
Other: (Depreciation)	\$ <u>577,144</u>																																																	
TOTAL:	\$ <u>2,234,001</u>																																																	
Account: <u>Repair/Replacement</u>	Account: <u>Depreciation</u>	Account: <u> </u>																																																
Balance: <u> </u>	Balance: <u> </u>	Balance: <u> </u>																																																
Account: <u>Capital Improvement</u>	Account: <u>Bond</u>	Account: <u> </u>																																																
Balance: <u> </u>	Balance: <u> </u>	Balance: <u> </u>																																																

COMMENTS: Sewerage Fund Audit is Attached

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

FINANCIAL STATEMENTS

APRIL 30, 2004

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND FINANCIAL STATEMENTS

APRIL 30, 2004

TABLE OF CONTENTS

	Page
Independent Auditor's Report	1
Statement of Net Assets	2
Statement of Revenues, Expenses, and Changes in Net Assets	3
Statement of Cash Flows	4
Notes to the Financial Statements	5-6

WILLOCK WARNING & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

1491 VALLE VISTA

PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-8152

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and City Council
City of Pekin, Illinois

We have audited the accompanying financial statements of the Sewerage Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2004 as listed in the table of contents. These financial statements are the responsibility of the City of Pekin management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Sewerage Fund and do not purport to, and do not present fairly the financial position of the City of Pekin, Illinois as of April 30, 2004, and the changes in its financial position and cash flows, where applicable, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Sewerage Fund of the City of Pekin, Illinois, as of April 30, 2004, and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Willock Warning & Co., P.C.
WILLOCK WARNING & CO., P.C.

June 22, 2004

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
STATEMENT OF NET ASSETS
APRIL 30, 2004

ASSETS:

ASSETS

Current assets:

Cash	\$ 322,173
Accounts receivable (net of \$62,500 allowance for uncollectibles)	<u>210,372</u>
Total current assets	<u>532,545</u>

Non-current assets:

Capital assets:

Land	73,000
Sewer plants and equipment	19,920,506
Less accumulated depreciation	<u>(6,485,614)</u>

Total capital assets (net of accumulated depreciation)	<u>13,507,892</u>
--	-------------------

Total assets	<u>14,040,437</u>
--------------	-------------------

LIABILITIES

Current liabilities:

Accounts payable	54,610
Accrued wages	2,834
Water company and contractor deposits	56,901
Contractor deposits	<u>353</u>

Total current liabilities	<u>114,698</u>
---------------------------	----------------

NET ASSETS

Invested in capital assets, net of related debt	14,306,077
Unrestricted (deficit)	<u>(380,338)</u>

Total net assets	<u>\$ 13,925,739</u>
------------------	----------------------

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS

YEAR ENDED APRIL 30, 2004OPERATING REVENUES:

Charges for services:	
Wastewater service fees	\$ 2,094,460
Sewer treatment fees	39,219
Sewer connection fees	56,672
Licenses and permits	13,162
Collection fees	20,471
Finance charges	2,828
Other revenues	6,453
Total operating revenues	<u>2,233,265</u>

OPERATING EXPENSES:

Contracted sewer operation costs	993,285
Other operation costs	65,816
Wages and payroll taxes	239,003
Employee benefits	26,810
Professional fees	3,700
Insurance	13,800
Maintenance and repairs	161,213
Billing and collection costs	155,563
Postage, office, and administration	3,724
Bad debts recovery	(6,057)
Depreciation	577,144
Total operating expenses	<u>2,234,001</u>
Operating loss	(736)

NONOPERATING REVENUE (EXPENSE):

Investment income	<u>22</u>
Loss before transfers	(714)
Transfers to City's General Fund	<u>(120,000)</u>
Change in net assets	(120,714)

Total net assets, beginning	<u>14,046,453</u>
Total net assets, ending	<u>\$ 13,925,739</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
STATEMENT OF CASH FLOWS
YEAR ENDED APRIL 30, 2004

Cash flows from operating activities:

Receipts for wastewater services	\$ 1,995,685
Receipts for connection fees, licenses, and permits	69,834
Receipts for collection fees	20,471
Other receipts	9,281
Payments to vendors and suppliers	(1,345,978)
Payments for employees and benefits	<u>(266,477)</u>
Net cash provided by operating activities	<u>482,816</u>

Cash flows from noncapital financing activities:

Transfer to General Fund	<u>(120,000)</u>
--------------------------	------------------

Cash flows from capital activities:

Purchase of capital assets	<u>(77,324)</u>
----------------------------	-----------------

Cash flows from investing activities:

Interest income	<u>22</u>
Net increase in cash	285,514
Cash at April 30, 2003	<u>36,659</u>
Cash at April 30, 2004	<u>\$ 322,173</u>

Reconciliation of operating loss to net cash provided by operating activities:

Operating loss	<u>\$ (736)</u>
Adjustments to reconcile operating loss to net cash provided by operating activities:	
Depreciation	577,144
Changes in assets and liabilities:	
Increase in accounts receivable	(174,966)
Increase in accounts payable	45,066
Decrease in accrued wages	(664)
Increase in deposits held	<u>36,972</u>
Total adjustments	<u>483,552</u>
Net cash provided by operating activities	<u>\$ 482,816</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2004

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

In accordance with generally accepted governmental accounting principles, the Sewerage Fund is a separate accounting fund within the City of Pekin's fund accounting system which is designed to account for and report upon specific activities or certain objectives.

The fund is an Enterprise Fund and, accordingly, employs the accrual basis of accounting wherein revenues are recognized in the period in which they are earned and expenses are recognized in the period in which they are incurred.

Allowances for estimated uncollectibles are established as appropriate based on historical collection experience and other relevant circumstances.

Fixed assets used in the operations of the sewerage system are stated at cost where historical records are available and at estimated historical cost where no historical records exist. Depreciation expense is recorded as a charge against income and is computed using the straight-line method based upon the estimated useful lives of the fixed assets, generally 5-40 years.

NOTE 2 - ACCOUNTS RECEIVABLE

An aging of fees due at April 30, 2004 follows:

1-30	days	\$ 157,280
31-60	days	32,479
61-90	days	10,538
91-120	days	6,269
121-150	days	3,871
Over 150	days	<u>62,435</u>
Total		<u>\$ 272,872</u>

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2004

NOTE 3 - TRANSFER TO GENERAL FUND

The City allocates a portion of its administrative expenses to more accurately reflect costs of sewer operations. City officials have estimated General Fund expenses applicable to the Sewerage Fund to be \$10,000 per month.

NOTE 4 - CONTRACTED SEWER COSTS

The City has entered into a contract with United Water Services (UWS), a privately held corporation, to operate and maintain the City's wastewater treatment plant, lift stations, and sewer overflow stations. Fees are based on the type of services, amount of wastewater treated, and other operating costs incurred.

The contract with UWS expired August 1, 2003. However, the City has agreed to a two-year extension of the contract with certain modifications and for two additional one-year periods in option years 2005 and 2006.



HEART OF ILLINOIS HOMELESS CONTINUUM OF CARE

December 23, 2004

Dear Community Members:

The Heart of Illinois Homeless Continuum of Care, which covers the four county area of Peoria, Tazewell, Woodford and Fulton Counties will be conducting a one-night count of homeless persons on Tuesday, January 25, 2005 from 8:00 p.m. to 12:00 a.m. (weather date, February 9, 2005). This count is required by the U.S. Department of Housing and Urban Development for all Continuums' to receive funding to assist the homeless in their service area. The homeless count data will also be used as a strategic tool to assess the extent of the problem, plan the service delivery system and to enhance both new and existing programs and services for the Continuum service area.

To complete the count, the Continuum needs volunteers in each community in each of the four counties to conduct the survey interviews on January 25, 2005. Approximately 75 to 100 volunteers are needed in each county. Ideally, we would like to have at least one group in each community volunteer for the count. Volunteers will drive or walk around designated areas looking for homeless persons and conduct a short survey to the homeless person. The survey should not take longer than 5 minutes to complete. For safety reasons, we will not be conducting the count in abandoned houses or buildings.

Volunteers will be required to attend a training session the third week of January. Volunteers will be contacted the second week of January to schedule training sessions. If you or your organization would like to volunteer for the homeless count, please fill out the attached form and fax or mail to contact listed on the volunteer form. If you have any questions, please feel free to contact Mike Maginn at 309-671-2144 or Ann Meyer at 309-266-9941.

Thank you for any assistance that you and your group may be able to provide. Your work on this project will be invaluable in gathering information necessary to better understand the needs of the homeless.

Sincerely,

Mike Kennedy
Chairperson
Heart of Illinois Homeless Continuum of Care

HEART OF ILLINOIS HOMELESS CONTINUUM OF CARE

VOLUNTEER FORM

Agency/Organization Name: _____

Address: _____

Contact Person: _____

Contact Phone: _____

Email Address: _____

List of Volunteers: _____

Desired shift: _____ 8:00 p.m. to 10:00 p.m.

_____ 10:00 p.m. to 12:00 a.m.

County: _____ Fulton _____ Peoria _____ Tazewell _____ Woodford

Does your organization currently provide assistance to homeless person in your area (food pantry, cash assistance, clothing, temporary housing, etc.)? _____ Yes _____ No

Please mail or fax back by January 10, 2005 to:

Tazewood Community Services, Inc.
Ann Meyer
2005 S. Main St.
Morton, IL 61550
309-266-9941
Fax: 309-266-9174

Friends of PWA
Mike Maginn
415 St. Mark's Court - Suite 504
Peoria, IL 61603
309-671-2144
Fax: 309-671-5108

Thank you for your assistance!!!!

McMillan, Sue

From: Anderson, Pamela
Sent: Monday, January 10, 2005 9:15 AM
To: All City Users
Subject: First ever Homeless Street Sweep for Pekin / Tazewell County - need volunteers

INTER-OFFICE MEMO

To: All Departments

From: Community Development

CC:

Re: Volunteers needed for 2005 street sweep for homeless

Date: 1/7/05

Dear City of Pekin employees,

Please see the attached information on the 2005 street sweep .

The 2005 Street Sweep is very important for the City & County. The count will indicate the severity of a homeless problem. This has not been conducted before in the City of Pekin or Tazewell County. If the information from the count indicates a problem, we will have the numbers and documentation to go after funding to help with the homeless situation.

The Continuum of Care has completed a mailing to around 700 individuals and organizations within the four county area to recruit people for this event. Please continue to spread the word about the street sweep and fax/mail the volunteer form as soon as possible. A schedule for training will be put together by the end of next week (1/14/05).

Thanks!

Pamela Anderson



Street Sweep
Letter for Volunt...

McMillan, Sue

From: Wuellner, Joe
Sent: Wednesday, January 19, 2005 3:43 PM
To: Kief, Denny; bblackwell@grics.net; bdescarpentrie@f-w.com
Cc: McMillan, Sue; Whitaker, Andrew J.
Subject: Riverfront Park Bids

Here are the final tallies of the bids that were submitted yesterday for the park. An error was found in the bid submitted by Aupperle and the attached spreadsheet shows what the base bid number is by totaling the numbers based on their unit price bids. Since it was unit price bid, the acceptable total bid must be calculated from the unit prices. This then makes them the high bidder versus the low one as thought yesterday.

I have contacted them to make them aware of the error. Based on this, it now appears that Otto Baum Construction is the low bidder by \$22,836.90 over next lowest PJ Hoerr.

If you have any questions, please contact me.

Thanks,
Joe



CONSTRUCTION
BIDS.xls

NO.	Pay Item	Unit	Qty	WM AUPPERLE & SONS INC		P.J. HOERR, INC		HEIN CONSTRUCTION CO.		OTTO BAUM COMPANY, INC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Curb Removal	LF	1806	\$5.68	\$10,258.08	\$3.25	\$5,869.50	\$9.50	\$17,157.00	\$4.75	\$8,578.50
2	Pavement Removal	SY	7908	\$10.88	\$86,039.04	\$4.80	\$37,958.40	\$7.90	\$62,473.20	\$6.00	\$47,448.00
3	Sidewalk Removal	SF	9000	\$1.02	\$9,180.00	\$0.95	\$8,550.00	\$1.45	\$13,050.00	\$0.75	\$6,750.00
4	Storm Sewer Removal - 12"	LF	239	\$21.00	\$5,019.00	\$20.70	\$4,947.30	\$10.00	\$2,390.00	\$28.00	\$6,692.00
5	Storm Sewer Removal - 18"	LF	196	\$29.51	\$5,783.96	\$18.90	\$3,704.40	\$12.00	\$2,352.00	\$40.00	\$7,840.00
6	Inlet Removal	EA	9	\$272.78	\$2,455.02	\$240.00	\$2,160.00	\$700.00	\$6,300.00	\$400.00	\$3,600.00
7	Manhole Removal	EA	1	\$410.00	\$410.00	\$220.00	\$220.00	\$1,000.00	\$1,000.00	\$400.00	\$400.00
8	Watermain Removal - 6"	LF	64	\$8.40	\$537.60	\$13.60	\$870.40	\$15.00	\$960.00	\$40.00	\$2,560.00
9	Curb Cutting	LF	130	\$18.78	\$2,441.40	\$13.00	\$1,690.00	\$12.50	\$1,625.00	\$20.00	\$2,600.00
10	Water Valves to be Adjusted	EA	2	\$200.00	\$400.00	\$430.00	\$860.00	\$430.00	\$860.00	\$400.00	\$800.00
11	Guardrail Removal	LS	1	\$2,478.00	\$2,478.00	\$290.00	\$290.00	\$500.00	\$500.00	\$300.00	\$300.00
12	Saw Cut Silos	LS	1	\$8,192.00	\$8,192.00	\$4,400.00	\$4,400.00	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00
13	Manhole to be Adjusted	EA	2	\$388.50	\$777.00	\$330.00	\$660.00	\$350.00	\$700.00	\$400.00	\$800.00
14	R.R. Track Removal	LS	1	\$6,546.00	\$6,546.00	\$1,600.00	\$1,600.00	\$3,850.00	\$3,850.00	\$1,500.00	\$1,500.00
15	Tree Removal	INCH	142	\$34.65	\$4,920.30	\$29.70	\$4,217.40	\$36.50	\$5,183.00	\$25.00	\$3,550.00
16	Concrete Wall and Foundation Removal	LS	1	\$13,130.00	\$13,130.00	\$4,700.00	\$4,700.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00
17	Remove and Salvage Lightpole	EA	4	\$1,000.00	\$4,000.00	\$710.00	\$2,840.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
18	10" Storm Sewer	LF	132	\$23.12	\$3,051.84	\$56.20	\$7,418.40	\$24.85	\$3,280.20	\$40.00	\$5,280.00
19	12" Storm Sewer	LF	196	\$32.15	\$6,301.40	\$64.20	\$12,583.20	\$28.00	\$5,488.00	\$36.00	\$7,056.00
20	15" Storm Sewer	LF	69	\$45.62	\$3,147.78	\$82.50	\$4,312.50	\$34.50	\$2,380.50	\$44.00	\$3,036.00
21	8" Storm Sewer	LF	112	\$32.20	\$3,606.40	\$72.40	\$8,108.80	\$32.00	\$3,584.00	\$32.00	\$3,584.00
22	Inlet Ty. A	EA	2	\$791.00	\$1,582.00	\$760.00	\$1,520.00	\$975.00	\$1,950.00	\$1,400.00	\$2,800.00
23	Manhole Ty. A-4'	EA	2	\$2,976.00	\$5,952.00	\$1,600.00	\$3,200.00	\$1,650.00	\$3,300.00	\$1,375.00	\$2,750.00
24	Manhole Ty. A-5'	EA	1	\$4,456.00	\$4,456.00	\$2,200.00	\$2,200.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
25	Watermain - 6"	LF	76	\$78.75	\$5,985.00	\$94.40	\$7,174.40	\$93.10	\$7,075.60	\$75.00	\$5,700.00
26	Bollard	EA	3	\$528.00	\$1,584.00	\$870.00	\$2,610.00	\$600.00	\$1,800.00	\$1,500.00	\$4,500.00
27	Concrete Collar	EA	1	\$760.00	\$760.00	\$340.00	\$340.00	\$350.00	\$350.00	\$500.00	\$500.00
28	Connect to Existing Manhole	EA	2	\$1,087.00	\$2,174.00	\$460.00	\$920.00	\$400.00	\$800.00	\$600.00	\$1,200.00
29	Wood Guardrail	LS	1	\$1,084.00	\$1,084.00	\$950.00	\$950.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
30	Aggregate Base Course, Type B	TON	2911	\$12.84	\$37,377.24	\$18.40	\$53,562.40	\$16.85	\$49,050.35	\$13.00	\$37,843.00
31	Bituminous Concrete Binder Course - 1.5"	TON	311	\$61.42	\$19,101.62	\$63.50	\$19,748.50	\$62.00	\$19,282.00	\$60.00	\$18,660.00
32	Bituminous Concrete Surface Course - 1.5"	TON	311	\$61.42	\$19,101.62	\$63.50	\$19,748.50	\$62.00	\$19,282.00	\$60.00	\$18,660.00
33	Bituminous Material Prime Coat (MC-30)	GAL	1675	\$1.94	\$3,249.50	\$2.00	\$3,350.00	\$2.15	\$3,601.25	\$2.00	\$3,350.00
34	Bituminous Concrete Binder Course - 2"	TON	15	\$78.75	\$1,181.25	\$81.40	\$1,221.00	\$80.00	\$1,200.00	\$75.00	\$1,125.00
35	Bituminous Concrete Surface Course - 2"	TON	15	\$78.75	\$1,181.25	\$81.40	\$1,221.00	\$80.00	\$1,200.00	\$75.00	\$1,125.00
36	Cit. Concrete Walking Trail Surface Course - 2"	TON	75	\$61.42	\$4,606.50	\$63.50	\$4,762.50	\$62.00	\$4,650.00	\$60.00	\$4,500.00
37	P.C. Concrete Sidewalk - 4"	SF	13390	\$4.08	\$54,831.20	\$4.90	\$65,611.00	\$3.90	\$52,221.00	\$5.20	\$69,628.00
38	Stamped Decorative Concrete Sidewalk - 4"	SF	1050	\$10.54	\$11,067.00	\$9.45	\$9,922.50	\$11.60	\$12,180.00	\$10.50	\$11,025.00
39	P.C. Concrete Sidewalk - 6"	SF	1743	\$5.09	\$8,871.87	\$4.95	\$8,627.85	\$4.30	\$7,494.90	\$5.00	\$8,715.00
40	P.C. Concrete Ramp	SF	1000	\$4.80	\$4,800.00	\$4.70	\$4,700.00	\$4.25	\$4,250.00	\$7.50	\$7,500.00
41	P.C. Concrete Sidewalk Ty. Special	SF	395	\$6.88	\$2,717.60	\$4.85	\$1,915.75	\$6.65	\$2,626.75	\$10.50	\$4,147.50
42	P.C. Concrete Pavement - 8"	SY	85	\$36.33	\$3,088.05	\$44.10	\$3,748.50	\$38.50	\$3,272.50	\$50.00	\$4,250.00
43	P.C. Concrete Pavement - 4"	SF	12176	\$3.91	\$47,608.16	\$4.15	\$50,530.40	\$3.85	\$46,877.60	\$4.50	\$54,792.00
44	Stamped Decorative Concrete Pavement - 4"	SF	4841	\$10.54	\$51,024.14	\$9.40	\$45,505.40	\$11.45	\$55,428.45	\$10.50	\$50,830.50

45	P.C. Concrete Drive Approach - 6"	SF	970	\$4.25	\$4,122.50	\$5.85	\$5,674.50	\$4.30	\$4,171.00	\$5.00	\$4,850.00
46	Combination Concrete Curb & Gutter, Type B-6.12	LF	500	\$24.00	\$12,000.00	\$16.40	\$8,200.00	\$22.00	\$11,000.00	\$26.00	\$13,000.00
47	Wire Fencing System - 4'	LF	816	\$31.75	\$25,908.00	\$46.00	\$37,536.00	\$31.25	\$25,500.00	\$30.00	\$24,480.00
48	Guardrail - Ty. A	LF	148	\$98.97	\$14,647.56	\$100.00	\$14,800.00	\$65.70	\$9,723.60	\$65.00	\$9,620.00
49	Guardrail - Ty. B	LF	267	\$54.60	\$14,578.20	\$56.40	\$15,058.80	\$52.50	\$14,017.50	\$30.00	\$8,010.00
50	Handrail	LF	410	\$51.00	\$20,910.00	\$56.40	\$23,124.00	\$60.50	\$24,805.00	\$30.00	\$12,300.00
51	Trench Backfill	LF	715	\$32.66	\$23,351.90	\$11.00	\$7,865.00	\$15.50	\$11,082.50	\$2.00	\$1,430.00
52	Flagpole - 30'	EA	1	\$2,937.00	\$2,937.00	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
53	Temporary Fencing	LF	133	\$6.00	\$798.00	\$8.70	\$1,157.10	\$5.00	\$665.00	\$4.00	\$532.00
54	Traffic Control	LS	1	\$3,010.00	\$3,010.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$14,000.00	\$14,000.00
55	Finish Grading	AC	3	\$683.00	\$2,049.00	\$2,200.00	\$6,600.00	\$3,500.00	\$10,500.00	\$12,000.00	\$36,000.00
56	Interactive Water Feature Installation	LS	1	\$39,900.00	\$39,900.00	\$19,000.00	\$19,000.00	\$15,575.00	\$15,575.00	\$45,000.00	\$45,000.00
56A	Interactive Water Feature Equipment	ALLOW	1	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00
57	Pavilion Installation	LS	1	\$42,446.00	\$42,446.00	\$34,000.00	\$34,000.00	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00
57A	Pavilion Structure	ALLOW	1	\$51,000.00	\$51,000.00	\$51,000.00	\$51,000.00	\$51,000.00	\$51,000.00	\$51,000.00	\$51,000.00
58	Straw Bale Check Dams	EA	9	\$88.00	\$792.00	\$71.10	\$639.90	\$95.00	\$855.00	\$25.00	\$225.00
59	Silt Filter Fence	LF	2270	\$2.11	\$4,789.70	\$3.55	\$8,058.50	\$2.85	\$6,469.50	\$3.00	\$6,810.00
60	Straw Bale Barrier	EA	7	\$22.00	\$154.00	\$86.30	\$604.10	\$25.00	\$175.00	\$30.00	\$210.00
61	Earth Excavation	CY	2500	\$34.68	\$86,700.00	\$14.60	\$36,500.00	\$13.50	\$33,750.00	\$10.00	\$25,000.00
62	Drinking Fountain System	EA	2	\$918.75	\$1,837.50	\$2,000.00	\$4,000.00	\$1,980.00	\$3,960.00	\$975.00	\$1,950.00
63	Topsoil Placement - 4"	SY	12500	\$2.17	\$27,125.00	\$1.75	\$21,875.00	\$3.20	\$40,000.00	\$2.25	\$28,125.00
64	Fishing Pier	LS	1	\$81,813.00	\$81,813.00	\$82,000.00	\$82,000.00	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00
65	I Line Panelboard with Distribution Breakers	LS	1	\$6,207.00	\$6,207.00	\$6,400.00	\$6,400.00	\$6,325.00	\$6,325.00	\$6,600.00	\$6,600.00
66	I Line Panelboard Conc. Pad	EA	1	\$823.00	\$823.00	\$850.00	\$850.00	\$940.00	\$940.00	\$875.00	\$875.00
67	Misc Strut Racks	EA	3	\$811.65	\$2,434.95	\$840.00	\$2,520.00	\$827.00	\$2,481.00	\$865.00	\$2,595.00
68	Transformer Pad	EA	1	\$1,177.00	\$1,177.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00
69	Flag Lights	EA	2	\$748.00	\$1,496.00	\$770.00	\$1,540.00	\$765.00	\$1,530.00	\$800.00	\$1,600.00
70	Entrance Sign Lights	EA	2	\$622.00	\$1,244.00	\$640.00	\$1,280.00	\$635.00	\$1,270.00	\$665.00	\$1,330.00
71	Parking Lot Lights W/ Pole - Double Head	EA	1	\$2,482.00	\$2,482.00	\$2,600.00	\$2,600.00	\$2,530.00	\$2,530.00	\$2,645.00	\$2,645.00
72	Parking Lot Lights W/ Pole - Single Head	EA	3	\$1,824.00	\$5,472.00	\$1,900.00	\$5,700.00	\$1,860.00	\$5,580.00	\$1,945.00	\$5,835.00
73	Parking Lot Helix Base	EA	4	\$615.00	\$2,460.00	\$640.00	\$2,560.00	\$627.00	\$2,508.00	\$655.00	\$2,620.00
74	Ornamental Light Helix Base	EA	20	\$630.00	\$12,600.00	\$650.00	\$13,000.00	\$642.00	\$12,840.00	\$670.00	\$13,400.00
75	Ornamental Light Cast-In-Place Bases	EA	15	\$510.00	\$7,650.00	\$530.00	\$7,950.00	\$520.00	\$7,800.00	\$545.00	\$8,175.00
76	Grounding System	EA	50	\$81.00	\$4,050.00	\$83.60	\$4,180.00	\$82.50	\$4,125.00	\$85.00	\$4,250.00
77	Ornamental Lights	EA	35	\$261.00	\$9,135.00	\$270.00	\$9,450.00	\$267.00	\$9,345.00	\$280.00	\$9,800.00
78	Event Service Panelboards	EA	5	\$245.00	\$1,225.00	\$250.00	\$1,250.00	\$249.00	\$1,245.00	\$260.00	\$1,300.00
79	Breakers 46-1P	EA	46	\$14.50	\$667.00	\$15.20	\$699.20	\$15.00	\$690.00	\$15.00	\$690.00
80	Breakers 3-3P	EA	3	\$45.15	\$135.45	\$46.70	\$140.10	\$46.00	\$138.00	\$50.00	\$150.00
81	Duplex GFCI Receptacles	EA	34	\$49.35	\$1,677.90	\$51.00	\$1,734.00	\$50.50	\$1,717.00	\$55.00	\$1,870.00
82	Outlet Boxes	EA	34	\$41.00	\$1,394.00	\$42.30	\$1,438.20	\$41.75	\$1,419.50	\$45.00	\$1,530.00
83	Pavilion Lights	EA	12	\$273.00	\$3,276.00	\$280.00	\$3,360.00	\$278.25	\$3,339.00	\$290.00	\$3,480.00
84	3/4" RGS Conduit	LF	90	\$5.69	\$512.10	\$5.90	\$531.00	\$5.80	\$522.00	\$6.00	\$540.00
85	3/4" PVC Conduit	LF	310	\$4.96	\$1,537.60	\$5.10	\$1,581.00	\$5.05	\$1,565.50	\$5.00	\$1,550.00
86	1" RGS Conduit	LF	140	\$6.82	\$954.80	\$7.06	\$988.40	\$6.95	\$973.00	\$7.25	\$1,015.00
87	1" PVC Conduit	LF	1130	\$5.18	\$5,853.40	\$5.35	\$6,045.50	\$5.30	\$5,989.00	\$5.50	\$6,215.00
88	2" RGS Conduit	LF	330	\$18.60	\$6,138.00	\$19.20	\$6,336.00	\$18.95	\$6,253.50	\$20.00	\$6,600.00

[illegible]

Guardrails and Handrail difference

Aluminum Guardrail Type A
Aluminum Guardrail Type B
Aluminum Handrail

	WM AUPPERLE & SONS INC		P.J. HOERR, INC		HEIN CONSTRUCTION CO.		OTTO BAUM COMPANY, INC	
148	-5.04	-745.92	-5.00	-740.00	14.30	\$2,116.40	\$0.00	\$0.00
267	-3.60	-961.20	-1.20	-320.40	12.50	\$3,337.50	\$0.00	\$0.00
410	\$0.00	\$0.00	\$38.60	\$15,826.00	14.50	\$5,945.00	\$0.00	\$0.00
		-\$1,707.12		\$14,765.60		\$11,398.90		\$0.00
Contract awarded = Base plus alternates 2 & 3		\$1,167,745.01		\$1,086,406.90		\$1,104,125.90		\$1,063,570.00

BID TABULATIONS

**JOB DESCRIPTION AND LOCATION:
PEKIN RIVERFRONT PARK**

**OPENING DATE: 1/18/05
BID OPENING: 2:00 P.M.**

**PRE BID MEETING 1/5/05
RESCHEDULED 1/6/05**

CONTRACTOR NAME	BID BOND OR CASHIER'S CHECK	BASE BID	Alternate 1 WATERWALL	Alternate 2 OVERHEAD TRELLISES	Alternate 3 ALUMINUM RAILINGS
HEIN CONSTRUCTION CO., INC.	10%	1,073,627.00	266,345.30	19,000.00	59,945.00
P.J. HOERR, INC.	10%	1,056,641.30	230,886.00	15,000.00	67,748.40
WM. AUPPERLE & SONS, INC.	10%	986,654.38	291,923.60	11,820.00	48,428.64
OTTO BAUM COMPANY, INC.	10%	1,053,570.00	268,72.00	10,000.00	NO BID

**ESTIMATE: \$1.4 MILLION
ESTIMATED BY JOE WUELLNER**

Pekin Zoning Board of Appeals
January 12, 2005

Present:

Curtis Eeten
Ron Boehm
Marilyn Kelso, Chairman Pro-Temp
Bob Barra
Gary Sciortino

Absent:

Mary Lanane, Chairman
Dave Moerhring, Vice Chairman

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

Chairman Pro-Temp, Marilyn Kelso led the pledge of allegiance.

Chairman Pro-Temp, Marilyn Kelso called the regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

MOTION by Gary Sciortino, seconded by Ron Boehm to approve the agenda. On roll call vote, all present voted **AYE**. **MOTION APPROVED**

MOTION by Bob Barra, seconded by Gary Sciortino to approve the minutes from the November 10, 2004 meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Correspondence: There was one response to the six letters sent in regards to Hearing #1.

Hearing #1:

Steven C Mefford, 1301 Veerman Street, owners requesting a front yard variance to install a privacy fence.

Refer to Pekin Zoning Ordinance; Section 9-12-1-2 Board of Appeals, B. Jurisdiction 3. Variance. (9-12-1-2-B-3) and Section 9-9-1 Schedule of Regs, R-2 Use District.

Chairman Pro-Temp, Marilyn Kelso asked Steven Mefford to state his case.

MOTION by Bob Barra, seconded by Curtis Eeten to approve the front yard variance to install a privacy fence six feet from the sidewalk. On roll call vote, four present voted **AYE** and one present voted **NAYE**. **MOTION APPROVED**.

MOTION by Gary Sciortino, seconded by Curtis Eeten to adjourn the meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Pekin Planning Commission Minutes
January 12, 2005

Present:

Michele Holder
Don Hild
Ralph Brower
Doug Payne
Bob Schroeder
Ron Knautz

Absent:

Steve Huey
Dick Jost
Jim Bradshaw

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

Chairman Michele Holder led the Pledge of Allegiance.

The regular meeting of the Pekin Planning Commission was called to order and a quorum declared.

Chairman Michele Holder asked for approval of agenda.

MOTION by Bob Schroeder seconded by Don Hild to approve the agenda as received. On roll call vote, all present voted **AYE**.
MOTION APPROVED.

MOTION by Ron Knautz, seconded by Don Hild to approve the minutes for the November 10, 2004 meeting as received. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

MOTION by Ralph Brower, seconded by Michele Holder to approve the minutes for the January 5, 2005 Special Meeting as received. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

City Council Action Report: Pekin City Council approved the submitted recommendations for Hearing #1644 & 1645 the Special Use for a Drive Thru for Steak N Shake from the November 10, 2004 meeting.

The Pekin City Council also approved the recommendation for Hearing #1646 & 1647 to approve the Special Use to obtain a liquor license by the Dragon Dome from the January 5, 2005 Special Meeting with one objection from Commissioner Richmond. Site Plan was unanimously approved.

PPC Correspondence: There was no correspondence.

Applications and Hearings:

Application #1: Lynn Brady R.N., Administrator for Hallmark House Nursing Center

Hearing #1: Hallmark House Nursing Center, Rezoning of property with Tax I.D. #04-10-01-407-018 located at 2501 Allentown Road from RM-1 (Multiply Family Residential) to RM-3 (Multiple Family Residential) or OS-1 (Office Service District)

Open Public Hearing: 6:35PM

Lynn Brady R.N., Administrator for Hallmark House gave a short presentation of their desires and intentions and was present to answer questions.

Close Public Hearing: 6:42PM

MOTION by Ron Knautz, seconded by Bob Schroeder to recommend approval of Rezoning from RM-1 to RM-3 to the Pekin City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED.**

Chairman Michele Holder recommended the petitioner attend the City Council meeting on January 24, 2005 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Applications and Hearings:

Application #2: Matthew & Ivy Grashoff, Owners & Residents

Hearing #2: Rezoning of property with the Tax I.D, #04-10-02-300-021 located at 1226 S. 5th Street from B-3 (General Business District) to R-4 (One Family Residential)

Open Public Hearing: 6:45PM

Matt Grashoff, petitioner was present to answer questions.

Close Public Hearing: 6:50PM

MOTION by Don Hild, seconded by Ron Knautz to recommend approval of Rezoning from B-3 to R-4 to the Pekin City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Chairman Michele Holder recommended the petitioner attend the City Council meeting on January 24, 2005 at 5:30PM in the Council Chambers, as the Planning Commission is only a recommending body.

Business Meeting:

Chairman Michele Holder presented the item to amend the Zoning Ordinance to allow for the placement of Roadside Stands in AG (Agriculture) Zones.

MOTION by Bob Schroeder, seconded by Doug Payne to recommend the approval to amend the Zoning Ordinance to allow for the placement of Roadside Stands in AG (Agriculture) Zones to the Pekin City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Meeting adjourned at 7:06pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
January 5, 2005

HEARING #1649

The Pekin Planning Commission recommends the approval of Rezoning from B-3 to R-4 for Matthew & Ivy Grashoff, Owners of property located at 1226 S. 5th Street be approved by the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

Pekin Planning Commission
January 5, 2005

HEARING #1648

The Pekin Planning Commission recommends the approval of Rezoning from RM-1 to RM-3 for Hallmark House Nursing Center located at 2501 Allentown Road be approved by the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

TO: PEORIA JOURNAL STAR

Please publish two times, on January 12, 2005, and January 14, 2005, and forward statement and certificate of publication to Sue E. McMillan, City Clerk, 111 S. Capitol Street, Pekin, IL 61554.

**NOTICE OF PUBLIC HEARING
PROPOSED PEKIN TIF DISTRICT NO.3
INDUSTRIAL PARK CONSERVATION AREA**

PLEASE TAKE NOTICE that on January 24, 2005, at 5:30 p.m., the City Council of the City of Pekin shall hold a public hearing regarding the establishment of a new Redevelopment Project Area, Redevelopment Project and Redevelopment Plan for the Tax Increment Financing District commonly known as Pekin TIF District No.3 - Industrial Park Conservation Area. The public hearing will be held at the City of Pekin Council Chambers, 111 S. Capitol Street, Pekin, Illinois.

The boundaries of the proposed redevelopment project area are as follows:

TRACT 1:

The Northwest Quarter of Section 23, in Township 7 North, Range 7 East of the Fourth Principal Meridian, EXCEPTING HOWEVER, the West 200 feet of even width thereof, conveyed to St. Louis, Peoria and Northwestern Railway Company by Warranty Deed, dated August 19, 1911, and recorded in Volume 285, Page 601, situated in Peoria County, Illinois.

TRACT 2:

A part of the West Half of the Northeast quarter of Section 23, in Township 7 North, Range 7 East of the Fourth Principal Meridian, described as follows: Commencing at a point 42.6 rods North of the Southwest corner of said Northeast Quarter, on the section line; thence East at right angles from said section line 79 rods; thence North, parallel with said section line, 42 ½ rods; thence West, at right angles with said section line, 79 rods; thence South on said section line 42 ½ rods, to the place of beginning, situated in Peoria County, Illinois.

TRACT 3:

Lot 2, being part of the West Half of the Northeast Quarter of Section 23, Township 7 North, Range 7 East of the Fourth Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at a point on the West line of said quarter section, 85.1 rods North of the Southwest corner of said quarter section; thence running North along the West line of said quarter section, 42.5 rods; thence East 79 rods; thence South 42.5 rods; thence West to the place of beginning, situated in Peoria County, Illinois.

TRACT 4:

The West 365.78 feet of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 7 North, Range 7 East of the Fourth Principal Meridian, situated, lying and being in the County of Peoria and State of Illinois.

TRACT 5:

All of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 7 North, Range 7 East of the Fourth Principal Meridian, excepting however, all that part of said premises heretofore conveyed to the St. Louis, Peoria and Northwestern (now Chicago and Northwestern) Railway Company, a corporation, by V.P. Turner and wife by warranty deed dated August 25, 1911, and recorded in book 285 of Deeds on Pg. 633; situate, lying and being in the County of Peoria and State of Illinois.

TRACT 6:

Fifteen and one-half acres off the North end of the West Half of the Northeast quarter of Section 23; one acre in the Southwest corner of the East Half of the Southeast Quarter of Section 14; and 11.75 acres in the Northwest corner of the East Half of the Northeast Quarter of Section 23, all in Township 7 North, Range 7 East of the Fourth Principal Meridian, being the same premises more particularly described in a Warranty Deed recorded in Volume "RH" of the deeds at page 15 in the Recorder's Office of Peoria County, Illinois described as follows:

Commencing at a point on the Southwesterly line of the Peoria and Pekin Road (SBI Route 9) 48 ½ rods Northwesterly of the intersection of the Southwesterly line of said Road and the East line of the said Quarter Section; thence Northwesterly along the Southwesterly line of said road 55 rods to a point which is 10 rods North of the Southwest corner of the East Half of the Southeast Quarter of Section 14; thence South on the Half Section line of the Section 14 and Northeast Quarter of Section 23 a distance of 87 rods; thence Northeasterly 66 rods to the Point of Beginning; situated in the County of Peoria and State of Illinois.

TRACT 7:

All that part of the Northeast Quarter (NE1/4) of Section Twenty-three (23) in township Seven (7) North, Range Seven (7) East of the Fourth Principal Meridian lying between the former right-of-way of the Peoria Railway Terminal Company as now located and the right-of-way of the City of Pekin Wagon Road, leading from the bridge across the Illinois River at Pekin, Illinois, to Orchard Mines, now known as Illinois State Route No. 9-A, said premises containing 7.5 acres, situate, lying and being in the County of Peoria and State of Illinois. Said tract also being known as Lot No. 8 in the NE 1/4 of Section 23 on a Plat made by Kinsey Engineering Company recorded in the Office of the Recorder of Deeds of Peoria County in Plat Book N on pages 6 and 7, situated in Peoria County, Illinois.

TRACT 8:

All of the west half of Section 24, Township 7 North, Range 7 East, to the south of the southerly border of Illinois State Route 9, excepting therefrom the property lying to the southeast of the following described parcel: Beginning at the Northwest corner of the Southwest Quarter of said Section 24, thence East a distance of 1124.88 feet, thence Southwesterly a distance of 683.56 feet, thence continuing Southwesterly a distance of 515.19 feet, thence North 1548.5 feet to the Point of Beginning (said excepted parcel bearing PIN 20-24-300-002), situated in Peoria County, Illinois.

TRACT 9:

All of Illinois Route 9 extending from the Westerly boundary of Section 24, Township 7 North, Range 7 East to a point directly North of the Northerly most point of Tract 6 described above, situated in Peoria County, Illinois.

TRACT 10:

That parcel in Tazewell and Peoria Counties described as follows: Beginning at the southwesterly corner of the TIF District known as the Pekin Downtown TIF District No. 1, thence west along an extension of Broadway Road to the Pekin city limits, thence northwesterly along the Pekin city limits to a point forming a corner of the Pekin city limits, thence westerly along the Pekin city limits to the eastern line of the west half of Section 24, Township 7 North, Range 7 East, thence northerly along the eastern line of the west half of said Section 24 to the Pekin city limits, thence southeasterly along the Pekin city limits and on an extension of said line to the westerly boundary of said TIF District No. 1, thence southwesterly along the westerly boundary of said TIF District No. 1 to the point of beginning.

All interested persons will be given an opportunity to be heard at the public hearing.

The proposed Redevelopment Plan and Redevelopment Project includes the establishment of a new Redevelopment Project Area, and for the redevelopment of that territory. A copy of the proposed Redevelopment Plan is available at the Office of the City Clerk.

Dated: January 7, 2005.

CITY OF PEKIN

By: KIM UHLIG, Director of Planning
and Development

ORDINANCE NO. 2400

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 3
OF THE CODE OF THE CITY OF
PEKIN 1995 ON ANIMALS**

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City Code regarding animal care and control; and

WHEREAS, 510 ILCS 5/1 et seq. has set forth state standards and parameters respecting animals; and

WHEREAS, the City Council finds that regulation of animals is necessary and advisable to protect the public and public order.

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

1. That Title 6, Chapter 3, be amended by deleting the existing chapters in their entirety, and inserting the language on Exhibit "A" attached hereto and incorporated herein by this reference.

ORDINANCE NO.

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

WHEREAS, LLOYD MILLER 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 RM-1 (Multiple Family Residential District) to RM-3 (Multiple Family Residential 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 December 29, 2004, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on January 12, 2005, 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 RM-3 (Multiple Family Residential District):

Part of East Half of the Southeast Quarter of Section 1,
Township 24 North, Range 5 West of
the Third PM, being the East 5.96
acres of Lot 51, situated in Tazewell
County, Illinois

PIN 04-10-01-407-018

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 _____ day of _____, 2005; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

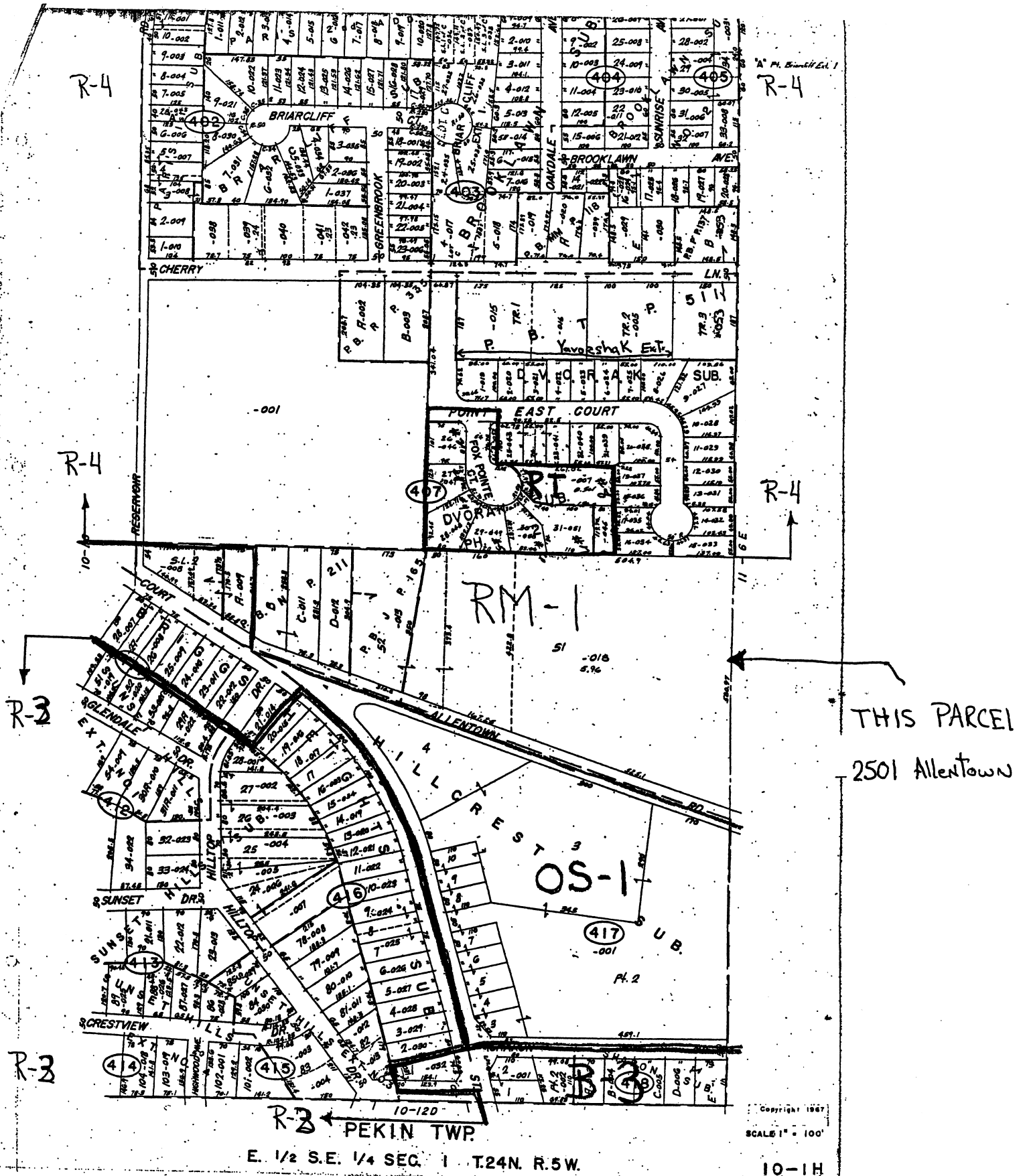
ABSTAINING:

APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK



ORDINANCE NO.
AN ORDINANCE PROVIDING FOR THE
ZONING OF CERTAIN PROPERTY

WHEREAS, MATTHEW GRASHOFF and IVY GRASHOFF are the owners 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 B-3 (General Business District) to R-4 (One Family Residential 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 December 29, 2004, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on January 12, 2005, 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 R-4 (One Family Residential District):

Sublot 3 of Lots 2 & 3 of L. Hielmans First Addition
to the City of Pekin,
situated in Tazewell
County, Illinois

PIN 04-10-02-300-021

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 _____ day of _____, 2005; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

This parcel
1226 S. 5th St.

Copyright 1967

SCALE: 1" = 100'

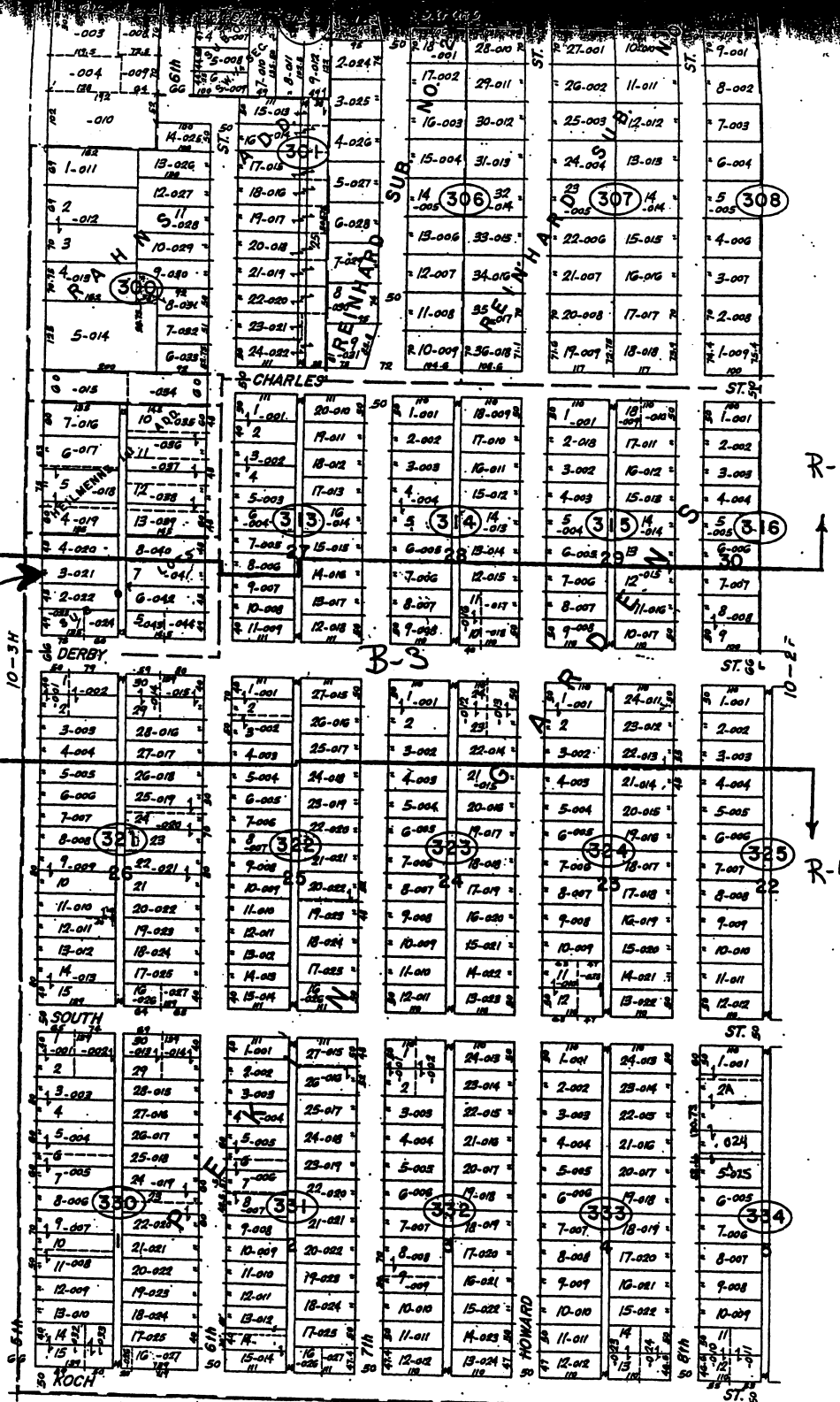
10-2 E

R-4

PEKIN TWP.

W. 1/2 S.W. 1/4 SEC. 2 T.24N. R.5W.

R-4



Memo

To: Commissioners
From: Joseph W. Wuellner, Public Works Director
CC: Dennis Kief & Sue McMillan
Date: January 19, 2005
Re: Zoning Code Change – Roadside Stands

Commissioners,

On the agenda for Monday, January 24th is a Zoning Code change addressing roadside stands. The issue has been discussed at the Planning Commission where it was felt that the change was necessary to prevent small stands from being put up within the city. Their recommendation for approval is included in the minutes of last month's meeting.

This code change defines what a roadside stand includes and then the conditions for their being established in an agricultural zone within the city limits. Basically it is any freestanding structure under 300 square feet in size that is not connected to water or sewer. It does not include farmer's markets or newspaper stands.

If you have any questions, please feel free to contact me.

Thanks,

Joe

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 9 OF THE PEKIN CITY CODE FOR THE
PURPOSE OF AUTHORIZING THE PLACEMENTS OF ROADSIDE STANDS AT
CERTAIN LOCATIONS WITHIN THE CITY OF PEKIN**

WHEREAS, the City of Pekin has proposed an amendment to certain zoning regulations found at Section 9-1-2 of the Pekin City Code which proposed amendment is hereinafter set forth; and

WHEREAS, after hearing pursuant to duly published notice, the Pekin Zoning Board of Appeals has recommended approval of the proposed amendment; and

WHEREAS, the City Council finds that adoption of the proposed amendment would be in the best interests of the City, it is urgent that this ordinance become effective immediately upon its passage and approval in the manner provided by law upon a favorable vote on this ordinance by the members of the City Council now holding office;

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

Section 1. The recitations hereinabove set forth are hereby adopted and found to be true.

Section 2. Title 9 Chapter 1 Section 2 of the Pekin City Code is hereby amended by the insertion at the alphabetically appropriate location of the following definition:

Roadside Stand means a freestanding outdoor structure of less than three hundred (300) square feet, without attachment to sewer or water, which houses one to two employees, for sale of a limited number of items, not including a farmers market or newspaper stand.

Section 3. Title 9, Chapter 3, Section 3(D) of the Pekin City Code pertaining to special

uses allowed in the Agricultural District is hereby amended to read as follows:

D. Roadside Stands

- (i) No roadside stand may be placed without a building permit. No building permit may be issued unless the owner first submits plans and specifications for the roadside stand contained such details as the director deems necessary to confirm compliance with all applicable codes including, without limitation, parking requirements for the zoning lot upon which the roadside stand is located.
- (ii) The owner of the roadside stand must have a written contract with the owner of the property on which the roadside stand is placed which contract allows placement of the roadside stand on the property and establishes the terms and conditions under which the roadside stand may remain at the location identified in the contract.
- (iii) In the event that an authorized roadside stand remains in place only on a seasonable basis, the owner of the roadside stand shall each year obtain an electrical permit before reconnecting the electrical service to the roadside stand.
- (iv) The occupants of the roadside stand must at all times have the right under authority of a written contract to utilize restroom facilities in a building used for commercial purposes which restroom facilities are installed and maintained in accordance with plumbing

regulations found at Title 7, Chapter 1C, Section 1 of the Pekin City Code.

- (v) Roadside stands may be located only on an agricultural zoning lot already occupied by a principal building actively used for a purpose allowed in the zoning district in which the principal building is located.
- (vi) No roadside stands may be located within 10 feet of any property line.
- (vii) No separate freestanding sign advertising only the business operating within the roadside stand may be placed on the zoning lot occupied by the roadside stand.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2005, and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2004.

MAYOR

ATTEST:

CITY CLERK

Memo

To: Denny Kief
From: Kim Uhlig
CC: Mayor, Commissioners, Sue McMillan, Bob Reis
Date: January 17, 2005
Re: 104 Susannah

Per the Council's direction, I entered into negotiations with the Estate of 104 Susannah. Again, there was some question about asbestos, therefore, staff felt it was best to enter into a purchase agreement that would reimburse the Estate for the demolition in addition to the agreed purchase price of \$24,000. The demolition will probably cost \$5,000-\$6,000 (similar to all the other homes we have demolished).

Again, this property was listed for sale at \$26,900 and the 2004 EAV was \$33,960. We did not have an appraisal done on this property. This will be paid out of TIF.

If there are any further questions, please do not hesitate to contact me. Thank you!!

ORDINANCE NO. _____

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

WHEREAS, THE ESTATE OF LIZABELL CALLAWAY (the “Seller”) owns the real property commonly known as 104 Susannah Street, Pekin, Illinois (the “Property”); and

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

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

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

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

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

WHEREAS, the City Council has found and determined it in the best interest of the City of Pekin and its residents that the City of Pekin enter into the Agreement to Purchase with the

Seller on the terms and conditions as set forth in Exhibit "A" attached hereto; and

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

WHEREAS, the City believes that the purchase of the Property will aid the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and is in the vital and best interests of the City and the health, safety morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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

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

SECTION II. That the Agreement to Purchase between the City and the ESTATE OF LIZABELL CALLAWAY, attached hereto as Exhibit "A" and by this reference incorporated herein, for the property commonly known as 104 Susannah Street, Pekin, Illinois for the sum of \$24,000.00 is hereby accepted by the City of Pekin, and said real estate shall be purchased from the Seller in accordance with the terms of the Agreement to Purchase.

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

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

hereby repealed.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT TO PURCHASE

THIS AGREEMENT TO PURCHASE is entered into between THE ESTATE OF LIZABELL CALLAWAY (the "Seller") and CITY OF PEKIN, an Illinois Municipal Corporation (the "Buyer").

I. Mutual Covenants.

Seller agrees to sell and Buyer agrees to purchase the following described real estate, together with all improvements and appurtenances thereon, upon the terms set forth in this Agreement (the "Property"); see attached Exhibit "A".

II. Purchase Price and Demolition.

Buyer shall pay the Seller the total sum of Twenty-four Thousands (\$24,000) Dollars plus reimbursement to Seller for the actual cost of demolition of the building on the real estate set forth on the attached Exhibit "A", provided however, that Buyer shall only be obligated to reimburse Seller for those expenses that have been approved in writing by Joe Wuellner as Director of Public Works for the City of Pekin. The Buyer shall pay the sum of One Thousand (\$1,000) Dollars as earnest money on the execution of this agreement, and the balance shall be paid by the Buyer to the Seller at closing by cashier's check or other form of payment acceptable to Seller. Approval of the Seller's demolition cost shall be a condition precedent to this Agreement.

It is further agreed that Seller shall complete total demolition of the building on or before March 31, 2005, and that said unimproved lot shall be compacted to 90%, site cleaned of all debris and seeded, the basement floor broken up to prevent water build-up, sewer line exposed, capped and verified by the city plumbing inspector, and basement filled. All work to be inspected by City Inspection Department for final approval.

III. Possession and Closing.

Seller shall deliver possession of the Property to Buyer concurrently with the closing of this transaction. Closing shall take place on or before March 31, 2005. Time and place of closing to be agreed upon by the parties.

IV. Approval of Purchase.

The purchase of the Property is subject to approval by the City Council of the City of Pekin.

V. Deed of Conveyance.

Seller shall execute a recordable Executor's Deed sufficient to convey the Property to

Buyer, or Buyer's nominee, in fee simple absolute, subject only to exceptions set forth in title commitment #450148849 dated December 29, 2004 of the Chicago Title Insurance Company, a copy of which is attached hereto as Exhibit "B" and by reference incorporated herein, and to be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Agreement.

VI. Personal Property.

No items of personal property are included in this sale.

VII. Condition of Property.

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

VIII. Warranties; Environmental Matters.

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

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

IX. Real Estate Taxes and Special Assessments.

Seller shall pay the general real estate taxes for the year 2004, payable in 2005, and the general real estate taxes for the 2005, payable in 2006, prorated to date of possession. The balance of the real estate taxes for the year 2005, payable in 2006, will be assumed by the Buyer. Taxes for 2005, payable in 2006, will be assumed by the Buyer. Taxes for all subsequent years shall be paid by Buyer. Any special assessments levied or pending at closing shall be paid by the Seller. Any subsequent special assessments shall be paid by Buyer.

X. Evidence of Title.

Prior to closing, Seller shall deliver to Buyer a Commitment for Title Insurance, being #450148849 and attached hereto as Exhibit "B", issued by the Chicago Title Insurance Company committing Chicago Title to issue a policy insuring title to the Property in Buyer for the amount of the purchase price. Buyer shall pay for any "date down" of the title commitment thereafter.

Permissible exceptions to title shall include only: (a) the lien of general taxes and special

assessments, if any, not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) items assumed by Buyer hereunder; (e) any lien which may be removed by the payment of money from the purchase price at the time of closing; and (f) covenants and restrictions of records.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time, but not later than the closing date. Seller shall have a reasonable time (but not later than the closing date) to have such title exceptions removed; provided, however, that if such exceptions are raised less than seven (7) calendar days prior to closing date, Seller shall have seven (7) calendar days beyond the closing date to cure such exceptions if such exceptions can reasonably be expected to be cured within such time, and the closing date shall be extended accordingly. If Seller is unable to cure such exceptions, then Buyer shall have the option to cancel this Agreement and Seller shall refund the earnest money.

XI. Default; Attorney Fees.

If Buyer fails to perform any obligation imposed by the Agreement, Seller may serve written notice of default upon Buyer; and if such default is not corrected within ten (10) days thereafter, this Agreement shall terminate and the parties shall have no further right or obligations under this Agreement. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Seller, and the Seller shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

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

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

XII. Reimbursement for Costs.

None, except for the demolition costs as set for in Article II of this Agreement.

XIII. Notices.

Any notice required under the Agreement to be served upon Seller or Buyer shall be effective when actually received or when mailed by certified mail to such party.

XIV. Entirety of Agreement.

This Agreement contains the entire agreement between the parties.

XV. Time of the Essence.

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

BUYER:

CITY OF PEKIN,

By _____
Its Mayor

ATTEST:

Its City Clerk

SELLER:

THE ESTATE OF LIZABELL
CALLAWAY,

By _____
Its Executor

ATTEST:

Its _____

EXHIBIT "A"

ALTA Form - 1966

Commitment

American Land Title Association



Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy/ies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the "American Land Title Association Commitment - 1966" Conditions and Stipulations which are hereby incorporated by reference and made a part of this Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
15 S. CAPITOL, SUITE 101
PEKIN IL 61554

Refer Inquiries To:
(309)347-1236

Fax Number:
(309)347-1283



CHICAGO TITLE INSURANCE COMPANY

By

Henry S. Gery

Authorized Signatory

Commitment No.: 450148849

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

YOUR REFERENCE: 104 Susannah, Pekin IL 61554

ORDER NO.: 1245 450148849 PEK

EFFECTIVE DATE: DECEMBER 29, 2004

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 1992
AMOUNT: \$24,000.00
PROPOSED INSURED: City of Pekin

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.**3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:**

The Estate of Lizabell Callaway, deceased; Burnnis V. Cline, Independent Executor

4. MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1245 450148849 PER

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

The East 1/2 of Lot 5 in Block 2 in the Original Town, now City of Pekin,
situated in the City of Pekin, County of Tazewell and State of Illinois.

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

ORDER NO.: 1245 450148849 PEK

GENERAL EXCEPTIONS

The owner's policy will be subject to the following exceptions:

- (1) rights or claims of parties in possession not shown by the public records;
- (2) encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises;
- (3) easements, or claims of easements, not shown by the public records;
- (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
- (5) taxes or special assessments which are not shown as existing liens by the public records.

SCHEDULE B

Schedule B of the policy or policies to be issued will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of those matters appearing on the commitment jacket, the applicable General Exceptions (see above), and, if an owner's policy is to be issued, the encumbrances, if any, shown in Schedule A, and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. An ALTA Loan Policy will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other essential matters described in our Form 3735:
 - (a) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
 - (b) Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting:
 - (i) the validity of the lien of said mortgage, and
 - (ii) the priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

3. Taxes for the year(s) 2004.

Taxes for the year 2004 are not yet due or payable.

(Permanent index number: 04-04-34-455-004)

Taxes for the year 2003 amounting to \$0.00 (senior freeze) are paid of record.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1245 450148849 PEK

- a 4. Relative to the death of Lizabeth Callaway, we should be furnished the following, and this commitment is subject to such further exceptions as then may be deemed necessary, including, but not limited to, possible claims against the estate of said decedent and possible estate taxes:

- A. A certified or uncertified copy of the decedent's death certificate;
- B. An affidavit of heirship;
- C. Evidence of the value of the estate for federal estate tax purposes; and
- D. A copy of the will, if the decedent died testate.

In the event that the decedent died within the last two years, and insurance over claims against the estate is desired, such coverage may be obtained by the completion of a personal undertaking, a statement of information and the payment of an additional premium.

- c 5. Please refer inquiries regarding this order to Ellen Whelan at (309) 673-0536.
- b 6. Copies of the commitment have been sent to:
Lillian Jenkins - Attorney Frank Hoffman

Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Memo

To: Mayor, Commissioners
From: Kim Uhlig
CC: Denny Kief; Sue McMillan; City's Attorney
Date: January 17, 2005
Re: 102 Cynthiana

Due to some very conflicting information provided to the Council at the last Council Meeting, Staff is recommending that the purchase agreement for 102 Cynthiana be reconsidered. I apologize that an explanation was not made to the council regarding the potential of asbestos in the building, therefore, a greater liability and cost to the City for its demolition. Also, there was a typo on the Purchase Agreement with the wrong purchase price.

Again, per instructions from the Council, the City entered into negotiations with the owner of 102 Cynthiana. He agreed to sell the parcel for \$24,000 and be reimbursed demolition costs only after City Staff (Ron Sieh) approves those costs.

If there are any further questions, please contact me. Again, thank you for your reconsideration.

ORDINANCE NO. _____

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

WHEREAS, LAWRENCE J. SMITH (the “Seller”) owns the real property commonly known as 102 Cynthiana Street, Pekin, Illinois (the “Property”); and

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

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

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

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

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

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

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

WHEREAS, the City believes that the purchase of the Property will aid the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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

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

SECTION II. That the Agreement to Purchase between the City and LAWRENCE J. SMITH, attached hereto as Exhibit "A" and by this reference incorporated herein, for the property commonly known as 102 Cynthiana Street, Pekin,

Illinois for the sum of Twenty Four Thousand (\$24,000.00) Dollars, plus reimbursement to Seller for the actual cost of demolition of the building, as provided in the Agreement to Purchase, is hereby accepted by the City of Pekin, and said real estate shall be purchased from the Seller in accordance with the terms of the Agreement to Purchase.

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTANING: _____

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

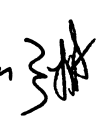
AGREEMENT TO PURCHASE

THIS AGREEMENT TO PURCHASE is entered into between LAWRENCE J. SMITH (the "Seller") and CITY OF PEKIN, an Illinois Municipal Corporation (the "Buyer").

I. Mutual Covenants.

Seller agrees to sell and Buyer agrees to purchase the following described real estate, together with all improvements and appurtenances thereon, upon the terms set forth in this Agreement (the "Property"); see attached Exhibit "A".

II. Purchase Price and Demolition.

Buyer shall pay the Seller the total sum of Twenty Four Thousand (\$24,000.00) Dollars plus reimbursement to Seller for the actual cost of demolition of the building on the real estate set forth on the attached Exhibit "A", provided however, that Buyer shall only be obligated to reimburse Seller for those expenses that have been approved in writing by Joe Wuellner as Director of Public Works for the City of Pekin. The Buyer has paid the sum of \$1,000.00 as earnest money, and the balance of the purchase price shall be paid by the Buyer to the Seller at closing by cashier's check or other form of payment acceptable to Seller. *Approval of the seller's demolition cost shall be a condition precedent to this agreement* 

It is further agreed that Seller shall complete total demolition of the building on or before April 30, 2005, and that said unimproved lot shall be compacted to 90%, site cleaned of all debris and seeded, the basement floor broken up to prevent water build-up, sewer line exposed, capped and verified by the city plumbing inspector, and basement filled. All work to be inspected by City Inspection Department for final approval.

III. Possession and Closing.

Seller shall deliver possession of the Property to Buyer concurrently with the closing of this transaction. Closing shall take place on or before April 30, 2005. Time and place of the closing to be agreed upon by the parties.

IV. Approval of Purchase.

The purchase of the Property is subject to approval by the City Council of the City of Pekin.

V. Deed of Conveyance.

Seller shall execute a recordable Warranty Deed sufficient to convey the Property to Buyer, or Buyer's nominee, in fee simple absolute, subject only to exceptions set forth in title commitment #971671 dated October 26, 2004, of First American Title Insurance Company, a copy of which is attached hereto as Exhibit "B" and by reference incorporated herein, and to be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Agreement.

VI. Personal Property.

No items of personal property are included in this sale.

VII. Condition of Property.

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

VIII. Warranties; Environmental Matters.

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

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

IX. Real Estate Taxes and Special Assessments.

Seller shall pay the general real estate taxes for the year 2004, payable in 2005, and the general real estate taxes for the year 2005, payable in 2006, prorated to date of possession. The balance of the real estate taxes for the year 2005, payable in 2006, will be assumed by Buyer. Taxes for all subsequent years shall be paid by Buyer. Any special assessments levied or pending at closing shall be paid by the Seller. Any subsequent special assessments shall be paid by Buyer.

X. Evidence of Title.

Prior to closing, Seller shall deliver to Buyer a Commitment for Title Insurance, being #971671 and attached hereto as Exhibit "B", issued by First American Title Insurance Company committing First American Title to issue a policy insuring title to the Property in Buyer for the

amount of the purchase price. Buyer shall pay for any "date down" of the title commitment thereafter.

Permissible exceptions to title shall include only: (a) the lien of general taxes and special assessments, if any, not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) items assumed by Buyer hereunder; (e) any lien which may be removed by the payment of money from the purchase price at the time of closing; and (f) covenants and restrictions of record.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time, but not later than the closing date. Seller shall have a reasonable time (but not later than the closing date) to have such title exceptions removed; provided, however, that if such exceptions are raised less than seven (7) calendar days prior to closing date, Seller shall have seven (7) calendar days beyond the closing date to cure such exceptions if such exceptions can reasonably be expected to be cured within such time, and the closing date shall be extended accordingly. If Seller is unable to cure such exceptions, then Buyer shall have the option to cancel this Agreement and Seller shall refund the earnest money.

XI. Default; Attorney Fees.

If Buyer fails to perform any obligation imposed by the Agreement, Seller may serve written notice of default upon Buyer; and if such default is not corrected within ten (10) days thereafter, this Agreement shall terminate and the parties shall have no further rights or obligations under this Agreement. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the Seller, and the Seller shall have the right to seek all other remedies available at law or equity, including, but not limited to, specific performance.

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

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

XII. Reimbursement for Costs

None, except for the demolition costs as set forth in Article II of this Agreement.

XIII. Notices.

Any notice required under the Agreement to be served upon Seller or Buyer shall be effective when actually received or when mailed by certified mail to such party.

XIV. Entirety of Agreement.

This Agreement contains the entire agreement between the parties.

XV. Time of the Essence.

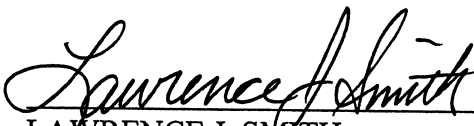
The time for performance of the obligations of the parties is of the essence of this Agreement.

BUYER:

CITY OF PEKIN,

By _____
Its Mayor

SELLER:



LAWRENCE J. SMITH

ATTEST:

Its City Clerk

EXHIBIT "A"

Legal Description

Lots 3 and 4 in Block 1 in the ORIGINAL TOWN, now City of Pekin, Tazewell County, Illinois - commonly known as 102 Cynthiana Street, Pekin, Illinois.

PIN: 04-04-34-459-001

**First American Title Insurance Company
351 Sabella Street, Pekin, IL 61554
Phone (309) 347-6126 Fax (309) 347-4523
ALTA Commitment
Schedule A**

Reference: City of Pekin

File No.: 971671

1. Effective Date: October 26, 2004

2. Policy or Policies to be issued: Amount:

a. ALTA Owner's Policy

1992 Owner's Policy (10-17-92)

\$30,000.00

Proposed Insured:

City of Pekin, an Illinois Municipal Corporation

b. ALTA Loan Policy

ALTA Loan Policy

None

None

Proposed Insured:

None

3. The estate or interest in the title described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:

Lawrence J. Smith.

4. The mortgage and assignments, if any, covered by this Commitment are described as follows:

To Be Furnished

5. The land referred to in this Commitment is described in Schedule C attached.

Note: For informational purposes only, the land is known as:

102 Cynthiaana Street
Pekin, IL 61554

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B AND C ARE ATTACHED.

**ALTA Commitment
Schedule C**

File No.: 971571

Legal Description:

Lots 3 and 4 in Block 1 in the ORIGINAL TOWN, now City of Peoh; situated in the COUNTY OF TAZEWELL, IN THE STATE OF ILLINOIS.

ALTA Commitment**Schedule B****File No.: 971671**

Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

1. **General taxes for the year 2004, and subsequent years which are not yet due and payable.**

Tax Identification no.: 04-04-34-459-001

Note for informational purposes 2003 taxes:

1st Installment in the amount of \$469.67 with a status of PAID. (Due Date 06/21/2004)

2nd Installment in the amount of \$469.67 with a status of PAID. (Due Date 09/01/2004)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

2. **The spouse of the party (parties) in title should join in any conveyance for the purpose of releasing their homestead interest, if applicable.**
3. **Terms, conditions and provisions of Ordinance No. 1568-A61 entitled A part and portion of Ordinance No. 1659 of the City of Pekin, Tazewell County, Illinois, known as the Zoning Ordinance recorded March 24, 1994 as document 889910 in Book 4096 on Page 121.**
4. **Municipal and County ordinances and all matters contained in such ordinances are excluded from the coverage of the policy.**

End of Schedule B**LSY**

CERTIFIED MAIL



Illinois Department of Transportation

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

January 10, 2005

PROJECT SUPPORT
JOINT AGREEMENT
FAP Route 693 (IL 9)
State Section: D4 Signal Work 2005-1
City Section: 05-00171-00-TL
Tazewell County
Agreement No.: JN-405-005
Contract No: 68426
Catalog No.: 032981-00D

Location: Intersection of IL 9 (Court Street)
and Parkway/Sunset in Pekin

Mr. Dennis Kief
City Manager
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Dear Mr. Kief:

Enclosed are three (3) copies of a Joint Agreement which describes the above-captioned project of the intersection of Illinois Route 9 (Court Street) and Parkway/Sunset in Pekin, and the degree to which the State and the City of Pekin will be participating.

The Agreement draft has been reviewed by our Springfield 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 11, 2005 letting.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Joe Crowe', written over a large, stylized circular flourish.

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

RH:kme\s:\mgr1\winword\progdev\agreements\letters\joint\jn405005.doc

Enclosure(s)

cc: Studies & Plans
Programming
Agreements

FAP Route 693 (IL 9)
Section: D4 Signal Work 2005-1
City Section: 05-00171-00-TL
Tazewell County
Intersection of IL 9 (Court Street)
And Parkway/Sunset in Pekin
Job No. C-94-007-05
Contract No. 68426
Catalog No. 032981-00D
Agreement No. JN-405-005

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2005, 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 at the intersection of Illinois Route 9 (Court Street) and Parkway/Sunset as shown in "Attachment 1" attached hereto and made a part hereof, by removing existing traffic signal equipment and installing new combination mast arms, signal heads, electric cable in conduit, controller cabinet, by replacing a damaged electric service pole, 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:

TYPE OF WORK	STATE COST (%)	CITY COST (%)	TOTAL COST
Install New traffic Signal Equipment at IL 9 (Court St.) & Parkway/Sunset	55,800 (90)	6,200 (10)	62,000
Preliminary Engineering (5%)	2,790 (90)	310 (10)	3,100
Construction Engineering (10%)	5,580 (90)	620 (10)	6,200
TOTALS	\$64,170	\$7,130	\$71,300

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 signals shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2005 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 50% 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 and interconnects for intersection of Illinois Route 9 (Court Street) and Parkway/Sunset in accordance with the existing Master Agreement executed on July 13, 2001 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. Under penalties of perjury, the CITY certifies 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: _____
Deputy Director of Highways
Region Three/District Four

By _____
Mayor

Date: _____

Date: _____

Attest: _____
City Clerk

(SEAL)

FAP Route 693 (IL9)
State Section: D4 Signal Work 2005-1
City Section: 05-00171-00-TL
Tazewell County
Intersection of IL 9 (Court Street) and
Parkway/Sunset in Pekin
Agreement No. JN-405-005
Contract No. 68426
Catalog No. 032981-00D

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

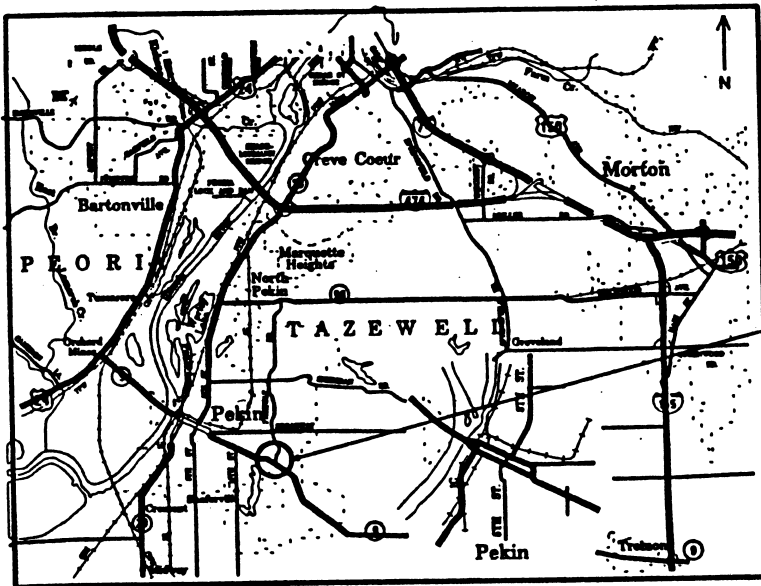
Mayor

Date

ATTACHMENT 1

LOCATION MAP

FAP 693 (IL 9)
SECTION D4 SIGNAL WORK 2005-1
TAZEWELL COUNTY
C-94-007-05



IL 9 (COURT ST.) & PARKWAY / SUNSET



Construction

that the following described street(s) be improved under the Illinois Highway Code:

BE IT FURTHER RESOLVED,

- 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.

City Clerk
City, Town or Village



Public Works Department

October 20, 2004 ~~Revised November 9, 2004~~

COURT STREET TRAFFIC STUDY PHASE II

In May of 1985, Randolph & Associates, Inc. prepared the "Court Street Traffic Study" for the City of Pekin and Tri-County Regional Planning Commission.

1985 Study

At the request of the City of Pekin, the Peoria Urbanized Area Transportation Safety Committee (PUATS) commissioned a study of the Illinois Route 9 (Court Street) corridor through Pekin from 14th Street to the City's easterly limit (Mall Road). The study was requested by the City of Pekin to establish existing and 20-year traffic counts and trends for Court Street and to provide preliminary intersection design studies that would aid in development of future technical studies for improvements.

Development trends in the City of Pekin resulted in additional changes in traffic at certain locations along Court Street and required improvements to accommodate the increased traffic. Recommendations in that report were based on both known proposed developments and projected future developments. They were also based on past and present traffic counts, traffic patterns, accident analyses and a travel time study.

That study was 85% funded by FAU Discretionary Funds, with a 5% soft match each from the Illinois Department of Transportation, District 4, Tri-County Regional Planning Commission and the City of Pekin.

Those agencies provided the background information necessary in preparing the report and developing future traffic projections.

2005 Study

Many of the recommendations of the 1985 Report have been implemented. However, due to additional development along this corridor (Downtown east to Veteran's Drive) this section of Illinois Route 9 needs to be evaluated on a short and well as long term basis. In the short term, the roadway needs to be improved (width, structurally, drainage, traffic signal coordination, etc.). In the long term, the roadway needs to be evaluated regarding its life expectancy as a state highway.

The traffic volumes continue to climb to nearly 30,000 ADT with a significant number being large trucks. This situation is compounded by the fact that these five 10' lanes go through residential areas. With the development of the Veteran's Drive Corridor, there will be a potential alternate route for through traffic (some of the passenger vehicles and the majority of the multiple unit trucks).

In the 1985 Study there were several Intersection Design Studies as a part of it that have since been constructed. Similarly, his study should include an IDS based on the high accidents at the Route 9 at Valle Vista intersection. The study also includes an IDS for the Egg Ranch Road intersection at Route 9, as a part of the "Commercial Traffic Circle" in that area.

Scope of Study

- 1) Traffic Projections as a State Highway or a City Street
- 2) Land Use Development
- 3) Recommended Short Term (within 3 years) Improvements as a State Highway
- 4) Recommended Long Term Improvements, Court Street versus Veteran's Drive as Designated Illinois Route 9
- 5) IDS Court Street @ Egg Ranch Road (new intersection)
- 6) IDS Court Street @ Valle Vista (high accident)

Project Cost

PPUATS Funds	\$20,000.00
City of Pekin	<u>5,000.00</u>
Total Cost	\$25,000.00

Estimated breakdown of Project

Planning (Tri-County Staff)
Engineering (Consultant)
Total Project

\$15,000.00	\$9,000.00
\$10,000.00	\$16,000.00
\$25,000.00	\$25,000.00

STANDARD CONTRACT FOR PROFESSIONAL SERVICES

This is a **Contract** made as of _____, by and between City of Pekin
(Name)

111 South Capitol Street, Pekin, Illinois 309-477-2300 **{CLIENT}**
(Address) (Phone #)

and Maurer-Stutz, Inc. **{ENGINEER/ARCHITECT (E/A)}**, for
2005 Phase II Study, Illinois Route 9 (Court Street) from 14th Street to Veterans Drive
{Project}

CLIENT intends to retain the services of **E/A** to provide the following **Scope of Services**:
See Attachment #1

Fee Basis: (Check Box) ☒ Lump Sum of \$16,000 ☐ Multiplier of _____ x DPE
☐ Hourly Rates: See accompanying Hourly Rate Schedule

The undersigned hereby state that they are duly authorized agents of **E/A** and **CLIENT** and that the terms and conditions stated in this **Contract** are understood by them and herewith agreed to and accepted. **E/A** is authorized and directed by **CLIENT** to proceed with the work outlined in the **Scope of Services**.

(CLIENT Signature)

(Date)

(Print Name & Title)


(ENGINEERING/ARCHITECT (Signature))

January 14, 2005
(Date)

Joseph D. Stutz, PE, PLS, Executive Vice President
(Print Name & Title)

GENERAL CONDITIONS

TERMS OF PAYMENT: E/A will submit Invoices for work which has been completed and reimbursable expenses incurred. If any invoice is not paid within 30 days of invoice date, late payment charges of 1.5% per month, or fraction of a month, or the highest lawful interest rate of the state in which the CLIENT's office is located, will be due. Fees are not contingent on CLIENT receipt of funds. If invoices under this Contract, or any other contract with CLIENT, are not timely paid, E/A may, after giving seven day's written notice to CLIENT, suspend services under this Contract.

CLIENT shall pay E/A on the basis of one of the following methods. The method to be used is stated on the front page of this Contract.

In the event that collection proceedings are required to collect unpaid bills for E/A's services and expenses, CLIENT shall be responsible for all unpaid bills, due interest, and all costs incurred in the collection proceedings, including but not limited to attorney's fees, costs, travel, and employee wages, overhead and expenses at the rate specified in this Contract, or at E/A's current hourly rate if no rate is specified.

LUMP SUM: When the Lump Sum method is utilized, the total amount billed shall include all Direct Payroll Expense costs, overhead business costs, profit, Reimbursable Expenses, and Subconsultant Expenses incurred by E/A. The Lump sum shall be a fixed amount unless a change of scope in the Scope of Services occurs. If a change of the Scope of Services occurs, such change shall be considered additional services and billed at E/A's current Hourly Rates. Monthly invoice statements will be submitted based on an estimated percent of completion of the services.

HOURLY RATE: When the Hourly Rate method is utilized, the hourly rate shall include all Direct Payroll Expense, overhead business costs, and profit due E/A for the services. Hourly Rates are established for technical classifications of individuals. If Hourly Rates are not listed in the Contract, they shall be the rates currently in use by the E/A for the type of work being done.

MULTIPLIER: When the Multiplier method is utilized, the hourly rate billed per individual expending time on the Project shall include that individual's Direct Payroll Expense times a multiplier to cover overhead business costs plus profit.

Direct Payroll Expense (DPE) is defined as the total amount of an individual's labor cost, including basic wages and the mandatory and customary employee benefits, such as insurance, sick leave, holidays, vacations and others.

REIMBURSABLES: Reimbursable Expenses and Subconsultant Expenses incurred by E/A for the services shall be billed in addition to the hourly rate charges at an amount equal to actual cost plus 10 per cent.

Reimbursable Expense is defined as the actual non-labor expenditure incurred on the project, and may include travel, printing, telephones, mailing, specialized equipment tests or others.

Subconsultant Expense is defined as the actual expenditure for other firms in providing specialized studies, sub-surface explorations, or other services required on the Project.

ESTIMATES OF FEES, BASED ON DPE OR AT HOURLY RATE: If an estimate of E/A's fee is stated in this Contract, the estimate shall not be considered a firm figure unless specifically stipulated as a "maximum not to exceed" amount.

CONSTRUCTION OBSERVATION: If, as a part of this Contract, E/A is providing construction observation, E/A shall make visits to the construction site to observe the progress and quality of the contractor's(s) work to determine in general if such work is proceeding in accordance with the construction documents. E/A shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. E/A shall not be responsible for the means, methods, techniques, sequences or procedures of construction or for the safety precautions and programs incident to the work of the contractor. E/A does not warrant or guarantee contractor's(s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents.

CONSTRUCTION ESTIMATES: E/A does not guarantee its opinions of the probable construction cost. If the CLIENT wishes greater assurance as to probable construction costs or if the CLIENT wishes formal estimates, an Independent Cost Estimator should be employed.

INSPECTIONS: Unless otherwise provided for in this Contract, any inspections of existing sites, structures, mechanical and electrical systems or other physical features of the Project are visual inspections only. Tests or extensive calculations are not performed unless specifically requested. CLIENT acknowledges that latent defects may be present and agrees to indemnify and hold harmless E/A and its employees against all claims, damages and losses including attorney's fees resulting from such latent defects. Inspections only cover the specific items listed in the Scope of Services of this Contract. CLIENT acknowledges that the results of the inspection are meant for CLIENT use only. CLIENT agrees to indemnify and hold harmless E/A and its employees against all claims, damages and losses resulting from a third party's use of the results of the inspection.

ACCESS TO SITE: Unless otherwise stated, the E/A will have access to the site for activities necessary for the performance of the Scope of Services. The E/A will take reasonable precautions to minimize damage to property during these activities, but has not included the cost of repairing or restoring any resulting damage in the Fee, and will not be responsible for the cost of such.

CERTIFICATIONS, GUARANTEES, OR WARRANTIES: The E/A shall not be required to execute any document that would result in the E/A certifying, guaranteeing, or warranting the existence of any conditions or the result of the Scope of Services.

LIMITATION OF LIABILITY: It is understood that E/A's portion of the work on the total project is small, and that the E/A's liability shall be limited to a maximum amount which shall be the maximum amount of Fee paid for the Scope of Services. This limitation of liability shall be given by indemnification provided by the CLIENT to the E/A against any and all losses incurred by the E/A relative to any action taken by the E/A regarding this project.

OWNERSHIP OF DOCUMENTS: All documents produced by the E/A under this Contract shall remain the property of the E/A and shall not be used by the CLIENT for any other purpose without the permission of the E/A..

REUSE OF DOCUMENTS: All documents, including drawings and specifications, furnished by E/A pursuant to this Contract are instruments of his services in respect of the project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by E/A will be at CLIENT's sole risk and without liability or legal exposure to E/A. CLIENT shall indemnify and hold harmless E/A from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

TERMINATION OF SERVICES: This Contract may be terminated by the CLIENT or the E/A should the other fail to perform its obligations hereunder. In the event of termination, all reimbursable expenses and all Scope of Services rendered to date shall be paid by the CLIENT to the E/A..

ARBITRATION: Claims disputes or other matters in question arising out of or relating to this contract or the breach thereof shall be subject to and decided by arbitration in accordance with the Construction Arbitration Association. The arbitration award shall be final and judgment may be entered upon it in any court having jurisdiction.

APPLICABLE LAWS: Unless otherwise specified, this Contract shall be governed by the laws of the State of Illinois.

COMPLETE AGREEMENT: This Contract represents the entire understanding of the parties and may not be modified except in writing.

MISCELLANEOUS: If the CLIENT issues a Purchase Order of which this Contract becomes part, the terms of this Contract will take precedence in the event of a conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect.

Attachment I

Project Scope

2005 Phase II Study Illinois Route 9 (Court St.) from 14th St. to Veterans Drive

Client Identified Needs:

1. Short Term - Evaluate roadway improvements including width, pavement structure, drainage, traffic signal coordination and safety.
2. Long Term – Evaluate roadway life expectancy as a state highway. Current ADT is 30,000 with a high % of trucks.
3. Veteran's Drive Corridor – With the development of this corridor, there is a potential for an alternate route for through traffic.

Client Scope of Phase II Study (Budget of \$16,000)

1. Develop traffic projections as a State Highway or a City Street.
2. Determine Land Use Development. **(By others)**
3. Recommended short-term (3 years) improvements as a State Highway.
4. Recommend long-term Improvements; Court Street versus Veteran's Drive as a designated Illinois Route 9.

MSI Anticipated Major Tasks

1. Gather and assemble existing traffic data. (Data provided by City of Pekin, IDOT and Tri-County). Anticipated intersections to include:
 - a. 14th Street
 - b. Stadium Drive
 - c. Parkway Drive
 - d. Allentown Road
 - e. Valle Vista Drive
 - f. Entrance Drive
 - g. Barney Avenue
 - h. Mall Entrance
 - i. Commercial Street
 - j. Veterans Drive
 - k. Egg Ranch Road
2. Gather and assemble existing IDS's for the major intersections. (Provided by City of Pekin, IDOT).

3. Gather and evaluate traffic crash data for this section. Obtain crash data from IDOT on behalf of City. Review needs from a traffic safety viewpoint.
4. Gather and review past transportation studies, provided by the City of Pekin relevant to this study. This would include the internal ring road for the "new outdoor mall" on the north side of Court St., the 1996 Corridor Report, the new Wal-mart Study and the 1985 Phase I study. Model using *SimTraffic* (Version 6) to provide traffic estimates for Court St. with Illinois Route 9 traffic diverted to an alternate Route 9 to the south. Alternate Route base traffic data to be provided by the City.
5. Develop a Travel Time Study for this section.
6. Develop 20-year traffic projections at the major intersections based upon provided traffic count information and model using *SimTraffic*. Compare recommended improvements with a "no-build" scenario based on level of service (LOS) and delay.
7. Provide preliminary IDS's (No IDOT review process) based on traffic data provided by the City for:
 - a. Court St. and Egg Ranch Road.
 - b. Court St. and Valle Vista.
8. Gather and review existing traffic signal coordination data from IDOT along this corridor and recommend preliminary coordination plan (PM only) based upon the provided traffic data and using *SimTraffic* modeling.
9. Compile and submit preliminary report of Phase II Study, including the findings, conclusions and recommendations to the City for review by June 30, 2005.
10. Review City comments by July 30, 2005 and revise based on any comments.
11. Submit final report by August 15, 2005.

MAURER-STUTZ, INC.

HOURLY RATE SCHEDULE

PROFESSIONAL LAND SURVEYOR V	88.00
PROFESSIONAL LAND SURVEYOR VI	93.00
PROFESSIONAL LAND SURVEYOR VIII	110.00
FOUR MEMBER SURVEY CREW	165.00
THREE MEMBER SURVEY CREW	140.00
TWO MEMBER SURVEY CREW	110.00
ONE MEMBER SURVEY CREW	65.00
TECHNICIAN I	30.00
TECHNICIAN II	37.00
TECHNICIAN III	45.00
TECHNICIAN IV	50.00
TECHNOLOGIST IV	57.00
TECHNOLOGIST V	65.00
TECHNOLOGIST VI	95.00
CONSTRUCTION TECHNOLOGIST IV	77.00
ENGINEER I	57.00
ENGINEER II	60.00
ENGINEER III	65.00
ENGINEER IV	70.00
PROFESSIONAL ENGINEER III	75.00
PROFESSIONAL ENGINEER IV	82.00
PROFESSIONAL ENGINEER V	87.00
PROFESSIONAL ENGINEER VI	97.00
PROFESSIONAL ENGINEER VII	105.00
PROFESSIONAL ENGINEER VIII	120.00
STRUCTURAL ENGINEER IV	82.00
STRUCTURAL ENGINEER V	87.00
STRUCTURAL ENGINEER VIII	150.00
ENVIRONMENTAL GEOLOGIST I	67.00
ENVIRONMENTAL GEOLOGIST II	72.00
ENVIRONMENTAL GEOLOGIST III	80.00
ENVIRONMENTAL ENGINEER IV	87.00
CLERICAL II	37.00
PROJECT ADMINISTRATOR V	67.00



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

Construction

BE IT RESOLVED, by the City Council of the
City Pekin 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
Court Street Phase 2		14 th Street	Veterans Drive
Traffic Study			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the City of Pekin's share as per funding agreement

and shall be constructed _____ wide
and be designated as Section _____

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of Five Thousand and no/100

Dollars (\$5,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Maurer Stutz, Inc. ; and,

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

APPROVED

Date

Department of Transportation

District Engineer

I, Sue E. McMillan Clerk in and for the

City Pekin of Pekin

City, Town or Village

County of Tazewell and Peoria , hereby certify the

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

by the City Council

Council or President and Board of Trustees

at a meeting on January 24, 2005

Date

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

24th day of January 2005

(SEAL)

City Clerk
City, Town or Village



City of Pekin
Police Department

MEMO

January 14, 2005

(City of Pekin/Housing Authority Policing Agreement)

The Intergovernmental Agreement between the City of Pekin and the Pekin Housing Authority is tentatively scheduled for renewal on the council agenda for January 24, 2005. The agreement specifically allows for the housing authority to employ off duty-officers to provide increased police services for their residents. The main thrust of the agreement is for the Housing Authority to provide insurance (workman's comp) for the officers, in order to deflect liability away from the city. In effect, the Housing becomes the "primary" employer when utilizing officers for these extended services.

Once again, there are no material changes in the original agreement. This document simply extends the agreement through the 2005 calendar year.

Ted A. Miller
Deputy Chief of Police

INTERGOVERNMENTAL AGREEMENT FOR POLICE PROTECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 12th day of January, 2004, by and between the HOUSING AUTHORITY OF THE CITY OF PEKIN, a municipal corporation, hereinafter referred to as the "PHA", and the CITY OF PEKIN, a municipal corporation and body politic, hereinafter referred to as the "CITY",

WITNESSETH:

WHEREAS, both the PHA and the CITY are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures and undertaking to perform jointly any governmental purpose or undertaking which either of them could do singularly.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the PHA and the CITY as follows, that:

1. The CITY shall authorize its police officers to provide police protection services to residents of the PHA when not scheduled to work for the City between the months of February, 2004 through January, 2005.

Police officers who choose to do so will provide the services as part-time employees of The PHA.

2. PHA shall pay the police officers at the rate of \$20 per hour for each officer's labor. PHA shall withhold all applicable payroll taxes.
3. PHA will designate the times and dates said services will be provided and who shall provide said services.
4. PHA shall carry workers compensation insurance in the limits required by law on all CITY police officers who perform work pursuant to this Agreement, but only for claims which may arise as a result of performing duties in accordance with this Agreement:
5. The CITY shall hold PHA harmless from and indemnify them, their commissioners, officers, employees and agents of and from any liability or claims which may arise from any third party who makes a claim against PHA as a result of any officer's action or conduct while performing duties pursuant to this Agreement. Further, CITY agrees, during the course of this Agreement, to maintain its self insurance program or to name PHA as "additional insured" on CITY's public liability insurance policy and said policy shall be of limits not less than One Million Dollars (\$1,000,000.00).
6. This Agreement has been approved by the City Council of the City of Pekin and the PHA Board of Commissioners, at a duly conducted meeting of each.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement as of the day and year first above written.

FOR THE CITY OF PEKIN

ATTEST

By: _____
its Mayor

By: _____
its City Clerk

FOR THE HOUSING AUTHORITY OF THE
CITY OF PEKIN

ATTEST:

By: _____
Karl Jordan Chairman

By: _____
Dennis Green
Secretary

INTERGOVERNMENTAL AGREEMENT FOR POLICE PROTECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 24th day of January, 2005, by and between the HOUSING AUTHORITY OF THE CITY OF PEKIN, a municipal corporation, hereinafter referred to as the "PHA", and the CITY OF PEKIN, a municipal corporation and body politic, hereinafter referred to as the "CITY",

WITNESSETH:

WHEREAS, both the PHA and the CITY are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures and undertaking to perform jointly any governmental purpose or undertaking, which either of them could do singularly.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the PHA and the CITY as follows, that:

1. The CITY shall authorize its police officers to provide police protection services to residents of the PHA when not scheduled to work for the City between the months of February, 2005 through January, 2006.

Police officers who choose to do so will provide the services as part-time employees of The PHA.

2. PHA shall pay the police officers at the rate of \$20 per hour for each officer's labor. PHA shall withhold all applicable payroll taxes.
3. PHA will designate the times and dates said services will be provided and who shall provide said services.
4. PHA shall carry workers compensation insurance in the limits required by law on all CITY police officers who perform work pursuant to this Agreement, but only for claims which may arise as a result of performing duties in accordance with this Agreement:
5. The CITY shall hold PHA harmless from and indemnify them, their commissioners, officers, employees and agents of and from any liability or claims which may arise from any third party who makes a claim against PHA as a result of any officer's action or conduct while performing duties pursuant to this Agreement. Further, CITY agrees, during the course of this Agreement, to maintain its self insurance program or to name PHA as "additional insured" on CITY's public liability insurance policy and said policy shall be of limits not less than One Million Dollars (\$1,000,000.00).
6. This Agreement has been approved by the City Council of the City of Pekin and the PHA Board of Commissioners, at a duly conducted meeting of each.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement as of the day and year first above written.

FOR THE CITY OF PEKIN

ATTEST

By: _____
its Mayor

By: _____
its City Clerk

FOR THE HOUSING AUTHORITY OF THE
CITY OF PEKIN

ATTEST:

By: _____
Karl Jordan Chairman

By: _____
Dennis Green
Secretary