



REGULAR COUNCIL MEETING MONDAY, NOVEMBER 12, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Kathy Bastean</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of October 9, 2012.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Draft Minutes of the Special Liquor Commission Meeting dated November 1, 2012.		
7.2 Receive and File Tax Increment Financing – Central Business District Fund Financial Statements April 30, 2012 prepared by Willock Warning & Co., P.C.		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Presentation Pekin Municipal Airport Board	JW	3
9.0 NEW BUSINESS		

9.1 Ordinance No. 2671-12/13 – Authorizing the Execution of the IMLRMA Minimum/Maximum Contribution Agreement DESCRIPTION: Authorizes Illinois Municipal Leaguer Risk Management Assn. agreement of premiums for work comp, liability, and property insurance based on claim history of a pool of municipalities rather than individual claims. The option allows the City to pay a lower premium as long as costs stay below the minimum amount. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	5
9.2 Ordinance No. 2672-12/13 – Accepting a Proposal Anticipating the Acquisition of Real Estate and Then Authorizing the Sale of Said Municipally Owned Real Property within the City of Pekin, Illinois DESCRIPTION: Approval of the purchase of West Campus property and the transfer to Reminisce, Inc. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	1
9.3 Loan Agreement with East Court Village, LLC DESCRIPTION: Authorization to enter into a new agreement for attraction and development of new retail national tenant in the amount of \$675,000.00. ACTION: Motion to approve the agreement. VOTE REQUIRED	DG	1
9.4 Tax Increment Financing Commercial Retail and Upper Story Housing Loan Program for Hawaiian Sun DESCRIPTION: Authorization to pay property owner of 357 Court Street, the eligible amount under the terms of the Commercial Retail Loan Program guidelines for installing interior improvements. Recommended by Pekin Main Street Design committee. ACTION: Motion to approve the TIF expenditure in the amount of \$12,468.00. VOTE REQUIRED	LM	1
9.5 Resolution No. 58-12/13 – Establishing the Salary Adjustment for the City Manager DESCRIPTION: Approval of the terms provided in the Employee Contract of Joseph W. Wuellner for performance based compensation adjustment. ACTION: Motion to adopt the resolution. VOTE REQUIRED	LB	5
9.6 Employment Agreement DESCRIPTION: Approval of the agreement between the City of Pekin and Assistant City Manager Darin Girdler. ACTION: Motion to approve the agreement.	LB	5

VOTE REQUIRED		
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (6) Sale of Municipally Owned Real Estate and (11) Litigation		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG Asst City Manager Darin Girdler JW City Manager Joseph Wuellner
LB Mayor Laurie Barra

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, OCTOBER 22, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

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

ABSENT: MASSAGLIA

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

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

AGENDA

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

MINUTES

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

PUBLIC INPUT ON AGENDA ITEMS

Alan Johnson 1113 South 4th Street stated he represented citizens to speak to the proposed changes to Capitol Street and 4th Street. Mr. Johnson presented a petition requesting the Council vote to deny the recommendation of the Traffic Safety Committee and the ordinance to change these streets back to two way traffic. The opposition was based on limiting parking to one side and creating more safety issues. Ronnie Woodnancy, 353 South Capitol Street; Tim Wynn, 1116 South Capitol; Don Westemeyer, 1108 South Capitol also requested the streets not be changed.

Sue Crowel, 332 Park Avenue, addressed the Council in support of two way traffic. She indicated that there were safety issues for the Library patrons when vehicles circumvent the one way directional streets and take short cuts through businesses, alleys, and parking lots.

CONSENT AGENDA

Motion by Council Member Schmidgall, seconded by Council Member Hendricks, that the **CONSENT AGENDA be approved as presented**. Mayor Barra presented the following for consideration of the Consent Agenda items by Omnibus Vote. The Mayor read and presented to Marg Melchers the proclamation recognizing professional teachers by the sorority for women in education.

7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes October 5, 2012 and September Building Department Reports.
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7.2 Receive and File Recommendation of the Joint Review Board Regarding the TIF Redevelopment Plan and Project for the South Industrial Park Conservation Area

7.3 Proclamation: "INTERNATIONAL ALPHA DELTA KAPPA MONTH"
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On roll call vote all present voted Aye.

NEW BUSINESS

ORDINANCE NO. 1462-A319-12/13 (number failed)

AMENDING TITLE 8, CHAPTER 3, SECTION 8 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING DRIVING ON RIGHT SIDE OF THE ROADWAY TWO WAY TRAFFIC ON 4TH STREET AND ON CAPITOL STREET

Motion by Council Member Hendricks, seconded by Council Member Abel that **Ordinance No. 1462-A319-12/13 be adopted**. Police Chief Greg Nelson presented the recommendation of the Traffic Safety Committee to resume two-way traffic flow. Chief Nelson indicated the history of the 4th Street and Capitol Street one-way couple in their entirety was researched, prior studies reviewed, residents surveyed, a public meeting held, and crash history reviewed. Documentation was distributed. Council Member Schmidgall spoke in support of the change based on the crash data compiled. He felt two-way traffic would slow motorist and be safer. Council Member Abel stated the input he received from the public was to keep the streets one-way. Council Member Hendricks stated initially he was not supportive of the change. He received an explanation for steps that would be taken to address traffic around Jefferson School. In considering the entire City, he was in favor of the change. Council Member Blanchard spoke in opposition of the change. Council Member McCabe expressed concern for emergency vehicles. Mayor Barra felt the unknown impact of traffic to and from the opening of the park's new sports complex on Koch Street prohibited her from voting for a change at this time. On roll call vote, Ayes, Schmidgall and Hendricks. Nays, Blanchard, Abel, McCabe, Barra; Massaglia absent. Motion Failed.

ORDINANCE NO. 2666-12/13

PROVIDING FOR THE DISCONNECTION OF CERTAIN TERRITORY FROM THE CITY OF PEKIN PIN # 10-10-14-402-001

Motion by Council Member Blanchard, seconded by Council Member McCabe that Ordinance No. 2666-12/13 be adopted. City Manager Joseph Wuellner informed the Council the City determined that the parcel was not needed for use for governmental purposes or for VFW Road extension project. Authorization was given for the sale of the parcel by Ordinance No. 2661 for \$3,800.00 at the meeting of June 6, 2012. Owners Marion and Carol Dever then petitioned the City to de-annex or disconnect from the corporate boundaries, the unbuildable parcel adjacent to their residence at 15809 VFW Road. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A318-12/13

AMENDING TITLE 8, CHAPTER 2, SECTION 9 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING AUTHORIZED STOP SIGNS AVON STREET AT STRATFORD AVENUE

Motion by Council Member Blanchard, seconded by Council Member Hendricks that **Ordinance No. 1462-A318-12/13 be adopted**. Police Chief Greg Nelson resented the recommendation of the Traffic Safety Committee to add stop sign to a presently uncontrolled intersection because of visibility and commercial delivery traffic to the Derby Street area. On roll call vote, all present voted Aye.

ORDINANCE NO. 2667-12/13

PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS

Motion by Council Member McCabe, seconded by Council Member Abel that Ordinance No. 2667-12/13 be adopted. Providing for the issuance of General Obligation Bonds, Series 2012, in an aggregate principal amount not to exceed \$2,100,000.00. Assistant City Manager Darin Girdler advised the Council that the ordinance effectuated the previous approval in August by Council for the purchase of various capital equipment items using the most appropriate debt structure. Steve Adams, Bernardi Securities, Inc. was presented and addressed Council's questions. Council Member Schmidgall stated he was originally opposed to bonds to pay for equipment but appreciated the life of the bond was reduced to 7 years. The fact the City would maintain neutrality in payments by paying off existing bonds also convinced him to vote in support. Council Member Blanchard stated he was not in favor of bonding or that purchases had been already made. On roll call vote, Ayes, Abel, Schmidgall, McCabe, Hendricks, Barra; Nay, Blanchard; Massaglia absent. Motion Carried.

Motion by Council Member McCabe, seconded by Council Member Abel that the **TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS** be approved. Allows the Pekin Municipal Airport to receive grant money for continued maintenance and upgrades through the Federal Aviation Administration. On roll call vote, Ayes, Abel, Schmidgall, McCabe, Hendricks, Barra; Nay, Blanchard; Massaglia absent. Motion Carried.

Assistant City Manager Darin Girdler addressed the following three ordinances representing the recommendation of the Tax Increment Financing Joint Review Board. The Board asked that Council approve the Redevelopment Plan and Project for the South Industrial Park Conservation Area subject to certain conditions related to the use of funds in the development of livestock processing and approve pass-through of the incremental revenues to affected taxing bodies. Mr. Girdler recommended the adoption for the importance of the connectivity of the area to Derby Street. The Mayor supported the action based on the importance of a proposed Aventure port as it related to employment impact for the City.

ORDINANCE NO. 2668-12/13
**APPROVING THE TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT
FOR THE SOUTH INDUSTRIAL PARK CONSERVATION AREA**

Motion by Council Member Abel, seconded by Council Member Schmidgall that Ordinance No. 2668-12/13 be adopted. The ordinance approved the TIF Redevelopment Plan and Project as modified by Addendum "A" dated October 2, 2012 and recommended for approval by the Joint Review Board. On roll call vote, Ayes, Abel, Schmidgall, Blanchard, Hendricks, Barra; Nay, McCabe; Massaglia absent. Motion Carried.

ORDINANCE NO. 2669-12/13
DESIGNATING THE SOUTH INDUSTRIAL PARK CONSERVATION AREA

Motion by Council Member Abel, seconded by Council Member Schmidgall that Ordinance No. 2669-12/13 be adopted. Approved designated area as described in the TIF Redevelopment Plan and Project. On roll call vote, Ayes, Abel, Schmidgall, Blanchard, Hendricks, Barra; Nay, McCabe; Massaglia absent. Motion Carried.

ORDINANCE NO. 2670-12/13
**ADOPTING TAX INCREMENT FINANCING
FOR THE SOUTH INDUSTRIAL PARK CONSERVATION AREA**

Motion by Council Member Abel, seconded by Council Member Hendricks that Ordinance No. 2670-12/13 be adopted. Adopted Tax Increment Finance pursuant to Tax Increment Allocation Redevelopment Act with respect to total equalized assessed valuation of taxable real property in the designated area of the TIF Plan. On roll call vote, Ayes, Abel, Schmidgall, Blanchard, Hendricks, Barra; Nay, McCabe; Massaglia absent. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel asked that the Airport Commission come to a Council Meeting to present an overall review of the facility and the work of the Board.

Council Member Blanchard stated he was disappointed that the Derby Street TIF Project was never completed.

Council Member Hendricks advised that contrary to a newspaper report he had not taken out a petition packet to run for office. He encouraged attendance at the Salvation Army annual meeting though the City was not represented at this year's event. He urged everyone to vote.

Council Member Schmidgall appreciated the fact that 2 of the school bus stops that had been in questions had been modified by the school district. He requested the remainder of the 11 cul-de-sac stops be reviewed.

Mayor Barra announced that the Council would meet on the regularly scheduled Monday of November 12, 2012 though City Hall would be closed for the Monday holiday commemorating Veterans Day.

Police Chief Nelson advised the Council that the department established a new method of feedback to measure citizen satisfaction about the police officers performance. University of Illinois at Chicago researchers were asked to conduct an independent, confidential survey of persons with recent police encounters to help improve the services.

Ronnie Woodnancy advised that she does remodeling project and felt the code requirements for removal of storage containers (PODs) from residences in 5 days was not enough time.

Alan Johnson expressed appreciation for the Council's efficiency and professionalism in the decision process of one-way streets.

EXECUTIVE SESSION

Motion by Council Member Hendricks, seconded by Council Member Blanchard, that the Council move to Executive Session at 7:10 p.m. to discuss 65 ILCS 120/2 (c) (1) Personnel. On roll call vote all present voted Aye.

Council returned to open session. No further business to come before the Council, motion by Council Member Schmidgall, seconded by Council Member Blanchard to adjourn. Unanimously approved by voice vote.

COUNCIL ADJOURNED AT 7:25 P.M.

Sue E. McMillan
City Clerk



**SPECIAL LIQUOR COMMISSION MINUTES
THURSDAY, NOVEMBER 1, 2012
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:05 p.m.

PLEDGE of ALLEGIANCE was led by Liquor Commissioner Barra

ROLL CALL

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

Absent: Commission Member Dale Vonderheide

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA

Motion made by Liquor Commissioner Barra to approve the Agenda, seconded by Commission Member Hanley. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF MINUTES

No minutes to approve

PUBLIC INPUT/COMMENTS/QUESTIONS

There were no comments or questions heard.

NEW BUSINESS

Beech Corp, Inc. dba The Dugout Sports Bar – Shawn Beecham – 319 Court Street

Motion made by Commission Member Hanley, seconded by Liquor Commissioner Barra to approve the Beech Corp., Inc. dba the Dugout Sports Bar for a liquor license upon final inspection by the Inspections Department and Police Department. On roll call vote all present voted Aye. Motion carried.

Discussion: Fire Department already went through for Inspection and commented on how nice the place was from last time they inspected. Attorney Sue Bosich asked that at renewal time April of 2013 that he renew his lease with Brent Glassey to cover the Liquor License year to May 2014. After final inspections Rick will pick up the old liquor license that was issued to High Octane Saloon, Inc.

Four Aces Up, Inc. dba Sweeney's Pint – Dennis Mullen – 1440 N. 8th Street

Motion made by Police Chief Greg Nelson, seconded by Fire Chief Kurt Nelson to approve the Four Aces Up, Inc. dba Sweeney's Pint liquor license upon final inspection by the Inspections Department, Police Department and Fire Department. On roll call vote all present voted Aye. Motion carried.

2% Food and Beverage Tax

Discussion: Commission members asked if letters has gone out? They have not gone out yet. Questions asked on how will the Commission know they are paid if there are fines with the delinquent tax? All payments should

be made upstairs with Administration and then Paula can let the Commission know. Attorney Bosich has spoken with a few people and don't think there will be much of a problem when they find out there will be a \$250 fine for being late. Attorney Bosich will email a copy of the letter that will be going out to all the businesses in town that pay the 2% Food and Beverage Tax to the City. Paula to send the list to the Commission.

ANY OTHER BUSINESS

Questions from the Commission arose on the outcome of the Hearing with Roadhouse Bar & Grill. They accepted the City's Motion (30 day suspension, \$2,500 fine and Attorney cost). Attorney Bosich is still debating whether to charge for her trips to Springfield. They do have a sign posted "For Sale or Lease". Rick informed the Commission that there was another incident at Roadhouse Bar & Grill. Attorney Bosich to prepare for Hearing for the December 6th Liquor Commission Meeting.

Meeting adjourned 4:30P.M.

Next Meeting will be Thursday, December 6, 2012 at 4:00 P.M.

Respectfully submitted
Paula Gensel

CITY OF PEKIN, ILLINOIS
TAX INCREMENT FINANCING -
CENTRAL BUSINESS DISTRICT FUND
FINANCIAL STATEMENTS

APRIL 30, 2012

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

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INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Pekin, Illinois

We have audited the accompanying financial statements of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2012, as listed in the table of contents. These financial statements are the responsibility of the City of Pekin, Illinois 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 Tax Increment Financing-Central Business District Fund and do not purport to, and do not present fairly the financial position of the City of Pekin, Illinois as of April 30, 2012 and the changes in its financial position 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 Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of April 30, 2012, and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Willock Warning & Co., PC

WILLOCK WARNING & CO., P.C.
October 26, 2012

CITY OF PEKIN, ILLINOIS
TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND
BALANCE SHEET
APRIL 30, 2012

ASSETS

Current assets:	
Cash	\$ 2,979,123
Taxes receivable	68,530
Due from other funds	<u>4,490</u>
Total current assets	3,052,143
Noncurrent assets:	
Economic development loans receivable	<u>67,853</u>
Total assets	<u>\$ 3,119,996</u>

LIABILITIES AND FUND BALANCE

Liabilities:	
Accounts payable	\$ 4,335
Due to other funds	<u>3,469</u>
Total liabilities	<u>7,804</u>
Fund balance:	
Restricted for noncurrent loans receivable	67,853
Restricted for debt service	195,000
Restricted for project development	<u>2,849,339</u>
Total fund balance	<u>3,112,192</u>
Total liabilities and fund balance	<u>\$ 3,119,996</u>

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

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

YEAR ENDED APRIL 30, 2012

Revenues:			
Sales tax increments-state		\$	284,221
Sales tax increments-city			264,252
Real estate tax increments			501,609
Investment earnings			<u>34,166</u>
Total revenues			<u>1,084,248</u>
Expenditures:			
Administration			16,605
Redevelopment:			
Property acquisition costs	\$ 23,172		
Redevelopment grants	558,137		
Property improvements and maintenance	<u>66,607</u>		647,916
Debt service:			
Principal			699,132
Interest			<u>27,168</u>
Total expenditures			<u>1,390,821</u>
Deficiency of revenues over expenditures			(306,573)
Fund balance, beginning of year			<u>3,418,765</u>
Fund balance, end of year			<u>\$ 3,112,192</u>

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

CITY OF PEKIN, ILLINOIS
TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND
NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2012

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

a) Reporting Entity

The Tax Increment Financing-Central Business District Fund (the TIF-CBD Fund) is a separate fund of the City of Pekin, Illinois. It is included in the governmental activities in the Statement of Net Assets and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the TIF-CBD Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

The City of Pekin established the TIF-CBD Fund by Ordinances dated November 11, 1986 pursuant to the Illinois Tax Allocation Redevelopment Act. The purpose of the fund is to account for resources and expenditures arising in connection with redevelopment of a certain designated project area pursuant to a plan for redevelopment. The Fund was due to expire in 2009. In 2005 the State of Illinois, through the legislative process, extended the real estate tax exemption to the year 2021. On June 28, 2004 the City of Pekin passed an ordinance extending the sales tax provisions through the year 2013. The additional time is needed to complete the redevelopment project and retire the debt obligations used to finance the project costs.

b) Basis of Accounting

The modified accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when received in cash unless susceptible to accrual or of a material amount and not received at the normal time of receipts, is followed.

NOTE 2 - RECEIVABLES/DUE FROM AND DUE TO OTHER FUNDS

Taxes Receivable - At April 30, 2012 the TIF/CBD Fund was owed \$68,530 by the State of Illinois for state incremental sales taxes earned in the quarter ending March 31, 2012.

Due from Other Funds - At April 30, 2012 the TIF/CBD Fund was owed \$4,205 from the Economic Development Fund and \$285 from the Capital Project Fund for consulting and engineering fees paid from incorrect funds.

Due to Other Funds - At April 30, 2012 the TIF/CBD owed the General Fund \$3,469 for legal fees paid from the incorrect fund.

NOTE 3 - LONG-TERM DEBT

The following is a summary of changes in long-term debt for the year ended April 30, 2011:

	Balance 4/30/11	Additions	Retirements	Balance 4/30/12
General Obligation Bonds:				
Refunding Series 2004	\$ 385,000	\$ -	\$ 190,000	\$ 195,000
Series 2004	509,132	-	509,132	-
	<u>\$ 894,132</u>	<u>\$ -</u>	<u>\$ 699,132</u>	<u>\$ 195,000</u>

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2012

NOTE 3 - continued

A brief description of the above long-term debt obligation is as follows:

General Obligation Refunding Bonds, Series 2004

These bonds were issued to refund the outstanding bonds of the Series 1993-A Issue. The bonds are dated October 15, 2004 and are due January 1, 2013. Interest rate is 3.65 percent.

\$ 195,000

Debt Service

The anticipated annual debt service requirements applicable to the TIF-CBD Fund for the principal and interest on the bonds outstanding at April 30, 2012 are as follows:

<u>Year</u> <u>Ended</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	<u>\$ 195,000</u>	<u>\$ 7,118</u>	<u>\$ 202,118</u>

NOTE 4 - **REDEVELOPMENT LOAN/GRANT PROGRAMS**

During fiscal year 2011 the City began a redevelopment loan program for buildings located within the TIF/CBD boundaries. The program involves matching loans for viable commercial retail use on first and upper story floors. Principal and interest payments are forgiven if the property owner meets certain requirements related to upkeep and maintenance of the property.

During fiscal year 2012 the City approved one loan totaling \$12,900. Loans made in fiscal year 2011 totaled \$54,953.

The City also began a building façade revitalization grant program whereby property owners may receive a grant to fund a portion of the costs of improvements to a building. The property must be located within the TIF/CBD boundaries.

During fiscal year 2012 eight grants were awarded totaling \$558,137.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

OPERATING CASH ANALYSIS

YEAR ENDED APRIL 30, 2012

Operating cash balance, beginning of year		\$ 3,300,211
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Deposits:

Sales tax increments-state and city	\$ 544,744	
Real estate tax increments	501,609	
Investment earnings	34,166	
Receipt of funds due to General Fund	<u>3,469</u>	1,083,988

Expenditures:

Administrative and redevelopment expenses	660,186	
Debt service payments	726,300	
Economic development loans granted	12,900	
Repayment of funds due to General Fund	1,200	
Disbursement of funds due from other funds	<u>4,490</u>	<u>1,405,076</u>

Operating cash balance, end of year		<u>\$ 2,979,123</u>
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Ending operating cash balance by source:

Sales tax increments, prior years	\$ 170,207
Transfer from investment account, prior year	1,724,928
Sales tax increments, current year	544,744
Real estate tax increments, current year	501,609
Investment earnings, current year	34,166
Receipt of funds due to General Fund, current year	<u>3,469</u>
Total	<u>\$ 2,979,123</u>

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

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE

We have audited the financial statements of the City of Pekin, Illinois for the year ended April 30, 2012, and have issued our report thereon dated October 26, 2012.

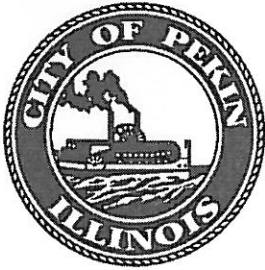
We have also audited the City of Pekin's compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project. The management of the City of Pekin, Illinois is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the City of Pekin, Illinois' compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the City of Pekin, Illinois complied, in all material respects, with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project.

Willock Warning & Co, PC

WILLOCK WARNING & CO., P.C.
October 26, 2012



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Manager & City Clerk

From: Angie Evans

AGENDA ITEM: IL Municipal League Risk Management Association contribution for Work Comp, Liability and Property Insurance.

AGENDA DATE REQUESTED: November 12, 2012

ACTION REQUESTED: Membership renewal in IMLRMA's min/max program

BACKGROUND: We have been members of IMLRMA since April, 2001. Premiums are based on claim history of a pool of municipalities, rather than our individual claims. This alone has proven to be a substantial cost savings. The Min/Max option allows us to pay a lower premium as long as costs stay at or below the minimum amount allowed. If claims go over the minimum, we pay dollar for dollar until we reach a cap of the maximum premium amount. In the 10 years we have been in the pool, we have gone over twice. The City accepted bids from four other insurance companies last year to ensure that we are not overspending for insurance. The min/max program with IMLRMA came in low bidder.

FINANCIAL IMPACT: IMLRMA offers two premium options, the annual membership contribution of \$972,250.16, or the Min/Max contribution of \$867,796.09.

IMPACT IF APPROVED: The Min/Max option will save \$104,454.00.

IMPACT IF DENIED: Costs in excess of \$975,250.16.

ALTERNATIVES: Higher premiums.

ORDINANCE NO. 2671-12/13

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

WHEREAS, the City Council of the City of Pekin, Illinois, a member in good standing of the Illinois Municipal League Risk Management Association and party to the IMLRMA Intergovernmental Cooperation Contract, has been fully appraised of the IMLRMA Minimum/Maximum Contribution Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2011 to 12/31/2012 and all endorsements thereto; and,

WHEREAS, the City Council of the City of Pekin finds it to be in the best interest of the municipality to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement.

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

SECTION ONE: That the execution of the IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 12/31/2012 and ending 12/31/13 is hereby authorized.

SECTION TWO: That the Mayor and the City Clerk are hereby granted authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2011 to 12/31/2012 and all endorsements thereto.

SECTION THREE: That this Ordinance shall be effective immediately upon its passage and approval as required by law.

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

MAYOR

ATTEST:

CITY CLERK

Educate. Advocate. Empower.

10/26/2012

Laurie Lowman Barra, Mayor
City of Pekin
111 South Capitol Street, Room
Pekin IL, 61554-3260

Dear Mayor Barra:

We are pleased to offer you the opportunity to renew your coverage with the Illinois Municipal League Risk Management Association (IMLRMA), effective 12/31/12 to 12/30/13. Enclosed, please find the invoice for your 2013 renewal contribution.

We offer you two options for making your payment:

- **Take advantage of a 1.5% early pay discount by paying your contribution in full by November 30, 2012 or by paying 1st installment by November 30, 2012 and 2nd installment due May 17, 2013**
- Pay your contribution in full by December 21, 2012; or
- Pay in two installments: the 1st installment due by December 21, 2012 and the 2nd installment due by May 17, 2013.

We want to remind you of the many benefits you receive, both tangible and intangible, for your membership in IMLRMA:

- ◆ You'll never worry about whether we're on your side or whether we might put the interests of other public entities, commercial businesses, stockholders, or global conglomerates above your interests. IMLRMA is a non-profit pool "owned" solely by Illinois cities, towns, and villages, and we are 100% dedicated to you.
- ◆ Our program won't require you to make mid-year budget changes to make up for surprise audit billings and high deductibles.
- ◆ You can send your employees home safely to their families every night and ensure the safety of your community for your residents by taking advantage of our loss control and safety services and training – at no extra cost to you.
- ◆ Our claims services help you return to your pre-loss condition as soon as possible and works hard to get your employees back to work as soon as possible.
- ◆ We are here for the long haul. We don't come and go with the commercial marketplace winds. We've been here for 30 years with a track record of loyal members.

At IMLRMA, we take very seriously our service commitments to you and we are working hard on your behalf. Here are just a few of the ways that IMLRMA has serviced our members so far this year:

- ◆ 1,300 service and loss control visits to our members
- ◆ 2,000 municipal employees and supervisors trained
- ◆ 150 loss-control-specific trainings
- ◆ 450 facilities or job sites inspected

During the year ahead, we look forward to working with you and demonstrating the value of your IMLRMA membership by adding such benefits as online training.

On behalf of everyone at IMLRMA, we thank you for making the IMLRMA your choice for professional risk management services. If you have any questions concerning your contribution and coverages, or if you would like to take advantage of the services available in IMLRMA, please contact us at 1-800-252-5051 and speak to Julia Reynolds (extension 1199) or Katie Lund (extension 1111).

Cordially yours,



Larry Frang
Managing Director

cc: Angie Evans, Risk Management Coordinator
Enclosure

Pekin



BENEFITS OF BEING AN IMLRMA MEMBER

Features	What this means for you is.....
Only cities, towns and villages	you have our sole attention and focus and we won't be distracted by conflicts of interest because we also write your school districts, your residents, counties, or local businesses – any of whom may have claims or lawsuits against you at some point. We also understand your unique exposures like law enforcement, fire departments, and water treatment plants like no one else.
Owned by members	...we only make decisions based on your needs. We aren't distracted by mergers and acquisitions or what investors or stockholders want.
Local – Illinois only	...we care only about Illinois municipalities like you. We don't try to be the world's largest broker or global carrier in 30 countries or dozens of other states.
Lower expenses	...we pass all of our savings on to you. We are non-profit and tax-exempt and we don't charge extra to make profits for stockholders or pay commissions to agents.
Access to Executive Director and IML leaders	...if you need a quick and decisive answer regarding a claim, coverage or risk management issue, the vast municipal knowledge and experience of our top leaders are accessible to us (and to you) at any time.
Financially secure and stable	...you won't have to worry about whether we will be here tomorrow. We have been here for more than 30 years and are here for the long haul for Illinois municipalities. We buy reinsurance from highly-rated reinsurers and we've never made an assessment in our more than 30 years of operation.
IML association	...you can have trust in us that we know and care only about you as an Illinois municipality. As an IML program, we have unique access to all the resources they offer and can leverage the information and our experience with other municipalities to benefit you as IMLRMA members.
Education and empowerment	...we help you to become informed and educated officials and employees who understand the importance of risks you have and help empower you to take control to prevent them.
Administered at the direction of a committee of mayors or village presidents	...our Operations Committee is made up of elected municipal officials like you who know and understand your needs and offer insight into the needs of membership.
Municipalities banding together	...you are partnering with your neighboring cities, towns, and villages to solve your own needs without interference from non-municipal interests - just like you do so well with other issues like mutual aid agreements, other intergovernmental contracts and just helping each other after disasters or catastrophes.
No additional bills based on payroll audits	...budget stability. You won't have to worry about getting an additional bill for tens of thousands of dollars after the policy period for overtime hours worked, for newly hired employees, or for employees that are reassigned to higher-cost classifications (e.g. reclassifying clerical payroll to a street worker classification).
No additional bills for adding autos and equipment during the course of the coverage period	...budget stability. You won't receive any surprise budget-busting bills during the year just because you added a new police car or fire truck or backhoe. These bills add to the "overall cost" of the coverage that initially seems quite low but can quickly escalate in cost!
\$0 deductibles on liability claims	...budget stability. You won't have unplanned budget-busting deductibles throughout the year if you have liability claims or lawsuits (e.g. public officials or law enforcement claims).
Coverage for property in the open	...you won't have to worry about whether you have coverage for things like light poles, traffic lights, fencing, lights at ball diamonds, park gazebos, etc.
Replacement cost (RC) available option on portable equipment and firefighting vehicles	...budget stability and an option for the best kind of protection possible when a covered back hoe, street sweeper, firefighting vehicle, etc. is destroyed. Other carriers only pay for the Actual Cash Value (ACV) so you'll have to unexpectedly take hundreds of thousands of dollars out of your budget to make up the difference.
Functional replacement (FR) cost available on property, portable equipment and firefighting vehicles	...you can still get more than Actual Cash Value but not have to pay the cost for Replacement Cost coverage. For example, if your city hall was once an ornate bank building, you wouldn't want to pay for RC on the marble floors, etc. – but you don't want ACV for it either. FR allows you to replace that totaled building with something that is functional for your current purposes.

BENEFITS OF BEING AN IMLRMA MEMBER

No aggregate limits on general liability, law enforcement or auto liability	...you have peace of mind that your annual limits won't be eaten up by one or two bad claims early in the year and your own budget will be responsible for all claims for the rest of the year, regardless of how big they are or how many there are.
Occurrence-based public officials, law enforcement and employment practices coverages.	...you have the best kind of protection possible. Claims-made-based coverages are cheaper up front, but you will need to buy an Extended Reporting Period (ERP) "tail coverage" when you leave the carrier - which typically cost 200% of the premium and only provides coverage for a short period of time (e.g. one year). You have to factor that additional cost into the "overall cost" because it's often hidden and brokers or carriers won't explain that to you.
No Flood Zone A exclusion	...you won't have to pay thousands of dollars extra for flood coverage from the National Flood Insurance Program (NFIP).
No coinsurance requirement	...we won't penalize you in paying for claims if you don't have enough coverage on your properties. Other carriers often have 80%, 90% or 100% coinsurance requirements so if you make a mistake in your valuation, you will be penalized when it comes time to pay any loss (including a partial loss). For example, if you have a 100% coinsurance clause and you insure a building for \$100,000: after it's completely destroyed by fire, you find out you should have valued it for \$200,000 and that's what it will take to replace it, the most you would get for your loss is \$50,000 - you'll have to come up with the \$150,000 difference out of your budget.
Coverage for volunteers	...your volunteers are covered for workers' compensation if they're found to have a compensable claim under the IL Work Comp Act. If you rely heavily on volunteers and want to provide them with some minimal amount of accident coverage, we have access to a volunteer accident program that is competitively priced. Just let us know!
Coverage for special events	...if it's a covered special event, we don't make you pay extra to cover your municipality for it or subject your events to underwriting.
Access to TULIP (Tenant User Liability Insurance Policy)	...you can protect your municipality from the acts of users of your municipal properties and facilities because they have a quick and easy place to buy liability insurance that automatically names your municipality as an additional insured.
Several optional endorsements available including public officials bonds, mine subsidence, electric utility liability, and mosquito abatement liability	...if you have these unique kinds of risks, you can have the coverage with us without having to go elsewhere.
Professional loss control services at no additional cost to you	...a safe place for your employees to work and your residents to live - and claim prevention and cost containment! Our loss control services help you prevent claims, reduce costs and keep your employees safe, healthy and productive.
Risk management services at no additional cost	...helping you avoid unwanted or unmanageable risks. For example, many of the agreements/contracts you enter into can have language that makes you responsible for other peoples' negligence - our contract review services help you make sure the language is favorable for you before you sign on the dotted line.
Specialized professional and timely claim handling	...our claim experts and defense counsel have superior track records in successfully protecting members against claims. We resolve claims promptly and expertly, preventing costs from escalating, and make sure to return you to full operation as quickly as possible so you can focus on your jobs.
24/7 access	...you can report claims 24/7 either by fax or by CCMSI's electronic claim reporting and tracking system (<i>iCE™</i>) and you and your employees have 24-hour access to the many tools we provide on our website to help them stay safe on the job and do their jobs safely for your residents. But even with technology, we don't neglect the personal touch when you need us.
Testimonials	...you don't have to take our word for it. Ask us for a list of testimonials from our members just like you - they'll tell you that IMLRMA is the best value and the best service.

IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

This Agreement is between the Illinois Municipal League Risk Management Association (IMLRMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF PEKIN**, a member of the IMLRMA. This Agreement amends and supplements the Declarations Pages dated December 31, 2012 to December 31, 2013 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Loss Fund" -- Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Minimum Loss Fund" -- 85 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Maximum Loss Fund" -- 130 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Paid Claim Dollars" -- Those payments made by IMLRMA on claims including defense costs against the **CITY OF PEKIN** minus recovery from subrogation, deductible or salvage credited against those claim payments.

"Minimum Contribution" -- Minimum Loss Fund including reinsurance and excess premiums and administrative costs.

"Maximum Contribution" -- Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **CITY OF PEKIN** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 281,311		\$ 281,311
Loss Fund @ 85%	<u>\$ 599,883</u>	@130%	<u>\$ 917,469</u>
Contribution	\$ 881,194		\$1,198,780

3. Based upon a comparison of paid claim dollars against the Loss Fund, IMLRMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, IMLRMA will complete a semi-annual review of paid claim dollars.



5. NOTICE

IMLRMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60 percent of the Minimum Loss Fund.

IMLRMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85 percent of the Minimum Loss Fund.

6. BILLING/PAYMENT -- The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The CITY OF PEKIN hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of the IMLRMA remain the same under this Agreement, including the handling of all claims.

8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President

Date

Treasurer/Comptroller/RMC

Date

IMLRMA, Managing Director

Date

ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION



P.O. Box 5180, Springfield, Illinois 62705-5180
Phone: 217/525-1220 Fax: 217/525-7438

MIN / MAX 2013 CONTRIBUTION INVOICE/RENEWAL

MEMBER INFORMATION:

Pekin
111 South Capitol Street, Room
Pekin, IL 61554-3260

DATE: 10/26/2012
ACCOUNT #: 0461

2013 MIN/MAX CONTRIBUTION: \$881,194

MIN/MAX CONTRIBUTION BREAKDOWN

Effective Dates: 12/31/2012 TO 12/30/2013

Work Comp	Auto Liability and Comprehensive General Liability	Portable Equipment	Auto Physical Damage	Property	TOTAL
\$537,719	\$265,325	\$4,060	\$44,036	\$30,054	\$881,194

You can send this entire page, or cut at the line below and just send the bottom portion of this invoice, to submit when making payment.

PAYMENT OPTIONS

1.5% EARLY PAY DISCOUNT

NO EARLY PAY DISCOUNT

Option #1 (pay in full)

Option #2 (pay in two installments)

Option #3 (pay in full)

Option #4 (pay in two installments)

Invoice Amt: \$881,194.00
Minus 1.5% \$13,217.91
Total Invoice \$867,976.09
Pay by: 11/30/2012

Invoice Amt: \$881,194.00
Minus 1.5% \$13,217.91
\$867,976.09
1/2 % Installment Fee: \$4,339.88
Total Invoice: \$872,315.97

Invoice Amount \$881,194.00
Pay by 12/21/2012

Invoice Amt: \$881,194.00
1/2 % installment fee: \$4,405.97
Total Invoice: \$885,599.97

☒ **BEST VALUE!!!!**

1st Installment \$436,157.99
Pay by 11/30/2012

2nd Installment \$436,157.98
Pay by 5/17/2013

1st Installment \$442,799.99
Pay by 12/21/2012

2nd installment \$442,799.98
Pay by 5/17/2013

CHECK ONE:

- ☐ Option #1 or ☐ Option #3 (pay in full)
☐ Option #2 or ☐ Option #4 (pay in installments) * If you select Option 2 or Option 4, please make sure to sign the acknowledgement below before returning this invoice.

Make check payable to:
IML Risk Management Association
P.O. Box 5180
Springfield, Illinois 62705-5180

Pekin
111 South Capitol Street, Room
Pekin, IL 61554-3260
ACCOUNT# 0461

The signed Min/Max agreement must be returned with your payment.

TOTAL MIN/MAX PAYMENT ENCLOSED: \$ _____

*On behalf of the city/town/village named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. I acknowledge and understand that the installment option is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal. I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract prior to the last day of December of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay the second installment when due.

Mayor/Village President or other Municipal Officer Name (please sign) _____

Title _____

Date _____

ORDINANCE NO. 2672-12/13

**AN ORDINANCE ACCEPTING A PROPOSAL ANTICIPATING
THE ACQUISITION OF REAL ESTATE
AND THEN AUTHORIZING THE SALE
OF SAID MUNICIPALLY OWNED REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

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

PIN Numbers: 04-04-35-363-001; 04-04-35-363-002; and; 04-04-35-364-001

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

WHEREAS, pursuant to Ordinance No. 2649-11/12 Establishing Procedure for Sale or Lease of Surplus Public Real Estate, the City Manager, or his designated representatives, have negotiated the price and terms of said Proposal, and

WHEREAS, the City of Pekin has negotiated the Sale of Real Estate wherein the Sale Price of the Property shall be for the sum of One (\$1.00) Dollar and No Cents; and

WHEREAS, upon enacting this Ordinance, the City Council finds and determines it is in the best interests of the City of Pekin and its residents that the City of Pekin sell/transfer the Property to Reminisce, Inc; and

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

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

SECTION II. That the City shall complete the sale of the following described Property:

PIN Numbers: 04-04-35-363-001; 04-04-35-363-002; and; 04-04-35-364-001;

IN TAZEWELL COUNTY ILLINOIS;

and, is hereby approved by the City of Pekin, and said Property shall be transferred in accordance with acceptable practices for the sum of One (\$1.00) Dollar and No Cents.

SECTION III. In accordance with the terms of said Sale, the Mayor of the City of Pekin, for and on behalf of the City of Pekin, is hereby authorized and directed to convey and transfer the aforesaid Property to Reminisce, Inc by a proper Municipal Deed, and the City Clerk is hereby authorized to acknowledge and attest such Municipal Deed and to affix thereto the seal of the City of Pekin for and on behalf of the City of Pekin.

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2012.

APPROVED this _____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

PROPOSAL TO PURCHASE REAL ESTATE

The undersigned, Randall P. Price, not individually, but in his capacity as President of the Illinois corporation known as Reminisce, Inc. ("Purchaser"), hereby offers to purchase the following-described real estate from the City of Pekin, Illinois ("Seller"):

Parcel 1 of 2:

All of Blocks 24, 25, and 30 in Campbell, Durley and Newhall's Addition to the original town, now City of Pekin, as shown by the plat recorded in Plat Book C, page 2(slide 32); ALSO, the vacated portions of Margaret Street, Ann Eliza Street, and the alley located in Block 24, all being situated between the East line of North Eighth Street and the West line of North Ninth Street; ALSO, that part of Block 19 and the vacated portion of Market Street lying East of the East line of North Eighth Street and South of the right of way of the former C.C.C. & St. L. Railroad; all situated in Tazewell County, Illinois.

P.I.N. 04-04-35-363-001 and P.I.N. 04-04-35-363-002

Commonly known as 211 and 207 N. 9th Street, Pekin, IL 61554

Parcel 2 of 2:

All that part of Lots 5, 6, and 7 in Block 23 in Campbell, Durley and Newhall's Addition to the original town, now City of Pekin, which lies South of the right of way of the former C.C.C. & St. L. Railroad, EXCEPT the South 40 feet of said Lots 6 and 7, (also known as Lots 1 and 2 of the Resurvey of the parts of Lots 5, 6, and 7 in Block 23 lying South of the Railroad right of way); all situated in Tazewell County, Illinois.

P.I.N. 04-04-35-364-001

Commonly known as 210 N. 9th Street, Pekin, IL 61554

and collectively and informally referred to as the old Pekin Community High School West Campus complex (the "Property"), for the sum of One Dollar (\$1.00), herein referred to as the "Purchase Price," subject to and in accordance with the terms and provisions of this Proposal to Purchase Real Estate.

1. **CONVEYANCE OF PROPERTY TO CITY OF PEKIN**

This Proposal to Purchase Real Estate ("Proposal") is contingent upon the current owner of the above-described property, West Campus Corporation, an Illinois corporation, initially conveying the above-described property to Seller, free and clear of any liens (including UCC filings), other than those of the City of Pekin.

2. **OTHER CONDITIONS PRECEDENT RE: ZONING CHANGE, RELEASE OF LIENS, AND TIF DISTRICT.**

Seller represents that, following Closing, the Property shall be re-zoned to B-3 by no later than March 29, 2013, and Seller's obligation to accomplish same shall survive the Closing. In addition, in conjunction with the Closing, Seller shall release its outstanding Notices to Remediate and accompanying Notice of Lien that had been filed with the Tazewell County Recorder in 2010. Seller will also ensure that the Property is included in any available TIF District, if one is available, such that any future real estate taxes paid on the Property will be directed to the appropriate TIF District in which the Property is located.

3. **PERSONAL PROPERTY AND IMPROVEMENTS.**

The purchase of the Property under and pursuant to this Proposal includes:

- (i) all improvements constructed on the Property and all fixtures located within such improvements, consisting of, without limitation, heating, lighting, air conditioning, electrical and plumbing equipment, if any;
- (ii) all landscaping and any floor and window coverings located within the improvements, if any; and
- (iii) any other existing improvements located on the premises.

4. **CLOSING AND POSSESSION.**

Seller will execute and deliver a Warranty Deed, in form satisfactory to Purchaser, conveying and transferring the Property to Purchaser, and the Purchase Price will be paid by Purchaser, no later than November 16, 2012 ("Closing" or "Closing Date"), unless Purchaser and Seller subsequently agree to another Closing Date. Purchaser will assume, and Seller will vacate and surrender

possession of the Property to Purchaser at the Closing. Purchaser will assume possession of the Property as-is in its current condition; however, Purchaser agrees that, following Closing, Purchaser will promptly undertake the following actions to secure and improve the premises, namely: (1) landscaping clean-up; (2) existing debris removal; (3) securing of windows and doors in existing structures on the premises; (4) repair of the roofs and windows of the existing structures; and (5) restoration of electrical power and the placement of lighting and cameras to safeguard and maintain the security of the premises.

5. EVIDENCE OF MERCHANTABLE TITLE.

Seller will order a title commitment and UCC search and prior to Closing will furnish Purchaser with a commitment by a title insurance company to issue an Owner's Policy, in the amount of One Hundred Thousand Dollars (\$100,000.00), depicting merchantable title to the Property vested in Seller ("Title Commitment").

Seller will pay:

- (i) all expenses incurred in connection with the issuance of the Title Commitment, and subsequent Owner's Policy;
- (ii) all revenue stamps, if any, payable with respect to the transaction described in this Proposal; and
- (iii) all recording fees on instruments required to clear any defects in title.

If Seller, in response to a notice from Purchaser, cannot cure prior to the Closing, or within a reasonable extension thereof granted by Purchaser, any defects in title, then Purchaser may:

- (i) elect to accept such title as Seller is capable of conveying; or
- (ii) declare this Proposal canceled and void.

6. OFFER EXPIRATION AND PENALTIES.

Purchaser will allow the offer to purchase represented by this Proposal to remain in force until 6:00 p.m. on November 13, 2012, and if timely accepted by Seller this Proposal will constitute a binding contract between Purchaser and Seller, and their respective successors in interest.

If this Proposal is timely accepted by Seller and either Seller or Purchaser thereafter fails to perform the terms to be performed hereunder, unless that failure relates directly to the inability of

Seller to cure defects in title in accordance with Paragraph 5 or to satisfy any conditions precedent prescribed in this Proposal, then Purchaser or Seller may:

- (i) elect to enforce this Proposal;
- (ii) declare this Proposal canceled and void; and/or
- (iii) pursue any other remedies at law or in equity.

7. CONVEYANCE OF TITLE.

Seller will convey the Property to Purchaser, in fee simple, by a Warranty Deed delivered to Purchaser at the Closing, subject to the restrictions, reservations and easements then existing of record and clear of all:

(i) mortgages, assignments, financing statements and other liens or encumbrances, except for that portion of the estimated 2012 general real estate taxes prorated from the Closing to December 31, 2012; and

(ii) claims of tenants, lessees or other persons or parties asserting an interest in or to the Property which is adverse to the interests therein of either Purchaser or Seller, except as and to the extent otherwise reflected in this Proposal.

The 2012 real estate taxes will be estimated and prorated on the basis of the currently assessed valuation of the Property multiplied by the prevailing tax rates, and the amount so calculated will then be sole extent of Purchaser's responsibility for the 2012 real estate taxes. Any portion of the 2012 tax bill above and beyond said sum shall be Seller's responsibility, and Seller's obligation to pay same shall survive the Closing.

8. ADDITIONAL DOCUMENTS.

Seller will execute and deliver to Purchaser, in addition to the Warranty Deed, an Affidavit of Title in substantially the form herewith attached and incorporated.

9. HAZARDOUS CONDITIONS.

Seller represents that there may be fire, health, building, pollution, environmental, or other safety conditions existing with respect to the Property, and Purchaser agrees to take possession and title to the Property subject to any and all such defective conditions whatsoever, which conditions

Purchaser will promptly begin to remediate following Closing as described in more detail in Paragraph 4 above.

10. WARRANTIES.

The Property will be accepted by Purchaser in AS-IS CONDITION as of the date of the execution of this contract, reasonable wear and tear excepted, unless otherwise expressly set forth in this Agreement. Purchaser has already informally inspected the Property and is aware of the significantly deteriorated condition of the structural, electrical, plumbing, heating and cooling systems. Seller warrants that it is not aware of any claim being asserted for any easements or encroachments that are not of record or which would not be disclosed by an inspection or survey of the Property.

11. EXAMINATION.

Purchaser has examined the Property, and this Proposal is executed by Purchaser as a result of that examination and through no representations of Seller, except as to the extent specifically expressed in this Proposal.

12. ORDINANCE VIOLATIONS.

Seller represents that there have been and may still be code violations existing in the structures or improvements located on the Property. As noted in Paragraph 2 above, Seller agrees to release by the time of Closing the existing Notices to Remediate and accompanying Notice of Lien that had been recorded against the Property in 2010, and Seller shall take no action thereafter to issue any such notices to Purchaser as long as Purchaser reasonably proceeds to undertake the steps to remediate the condition of the Property following Closing as described in Paragraph 4 above.

13. INSURANCE.

If any improvement located on the Property is substantially damaged by fire or other casualty prior to the Closing, or in the event the Property, or any portion of the Property, is subjected to a condemnation proceeding, or a threat thereof, prior to the Closing, Purchaser may elect to negotiate and receive the insurance benefits, if any, or other settlement or award, if any, payable by virtue of

that damage or condemnation and complete the transaction represented hereby, or declare this Proposal canceled and void. Seller represents that the improvements located on the Property may not be presently insured and may not necessarily continue to be insured by Seller until the Closing against any loss by fire or other casualty.

14. UTILITY EXPENSES.

All expenses related to the delivery of utility services, if any, to the Property will be adjusted as of the Closing and Purchaser will only be responsible for such charges incurred with respect to the Property following the Closing.

15. TENANTS.

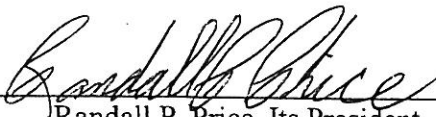
Seller represents and warrants that, as of Closing:

- (i) There are no tenancies or leases currently in effect related to the Property;
- (ii) No former tenants are entitled to any sums due under prior leases for the rental of any part of the Property; and
- (iii) No persons or entities have any rights to occupancy or use of any part of the Property under any prior leases.

DATED: November 1, 2012.

PURCHASER:

REMINISCE, INC., an Illinois corporation

By: 
Randall P. Price, Its President
400 Margaret Street
Pekin, IL 61554
Telephone (309) 346-1110

ACCEPTANCE OF PROPOSAL

The undersigned, as the Seller of the Property described in the preceding Proposal ("Seller"), hereby expressly (i) accepts the Purchaser's Proposal and (ii) agrees to sell, transfer and convey the Property to Purchaser in accordance with the conditions, and pursuant to the terms and provisions therein contained.

DATED: November _____, 2012.

SELLER:

THE CITY OF PEKIN, ILLINOIS

By: _____
Joseph W. Wuellner, Its City Manager
111 S. Capitol Street
Pekin, IL 61554
Telephone (309) 477-2300

AFFIDAVIT OF TITLE

The undersigned on behalf of the City of Pekin ("Seller"), on affirmation hereby deposes and says that:

1. Seller intends to obtain record title to the real estate described in Paragraph 1.01 of the Proposal to Purchase Real Estate tendered to Seller by Reminisce, Inc., and bearing P.I.N. 04-04-35-363-001, 04-04-35-363-002, and 04-04-35-364-001 and commonly known as 207, 210, and 211 N. 9th Street and informally referred to as the old Pekin Community High School West Campus complex (the "Property").

2. Seller intends to obtain title to and possession of the Property, all tenants will have been removed therefrom, and the Property will be vacant as of the date of the Closing, and there shall be no adverse claims thereto by any other persons or parties.

3. Seller is not aware of any encroachments or boundary line disputes affecting the Property that are not of record or which would not be disclosed by an inspection or survey of the Property.

4. There are no outstanding agreements or contracts to sell, convey, transfer or otherwise dispose of the Property, with the exception of the current pending Proposal to Purchase Real Estate ("Proposal"), executed by Reminisce, Inc. ("Purchaser").

5. Seller is not aware of any unrecorded deeds, mortgages, assignments, financing statements, agreements, easements or rights-of-way affecting the Property.

6. Seller is not aware of any existing violations of any restrictions or easements of record affecting the Property.

7. Seller has not received any notice of the levying of any special tax or assessment against the Property which is not depicted on the date of this Affidavit of Title as an existing lien by the public records.

8. All charges and invoices representing services, labor or materials furnished or delivered to the Property, or utilized with respect to the improvement thereof, within the period preceding the date of this Affidavit of Title have been paid and Seller will indemnify Purchaser against any damages or expenses incurred by virtue thereof, including, without limitation, attorneys' fees.

9. By no later than March 29, 2013, the Property shall be available for use by Purchaser as B-3 business property under applicable zoning laws and ordinances.

10. Seller herewith executes and delivers this Affidavit of Title in compliance with the Proposal and in connection with the sale of the Property to Purchaser pursuant to the Proposal in order to induce Purchaser to complete the purchase of the Property, and Seller agrees that the representations and covenants expressed in this Affidavit of Title will survive the delivery to Purchaser of the Warranty Deed of Seller conveying title to the Property.

SELLER: City of Pekin, Illinois

By: _____
Joseph W. Wuellner, Its City Manager

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

JOSEPH W. WUELLNER affirms that he is City Manager for the City of Pekin, Illinois, that he is duly authorized and empowered to make this affidavit for and on behalf of the City of Pekin, that he has read the foregoing Affidavit of Title and knows the contents thereof, and that the matters and things alleged therein are true.

JOSEPH W. WUELLNER

SUBSCRIBED AND AFFIRMED to before me by JOSEPH W. WUELLNER on this _____ day of November, 2012.

Notary Public



REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Manager Joseph Wuellner, City Clerk Sue McMillan

From: Darin W. Girdler, Assistant City Manager

Date: November 4, 2012

AGENDA ITEM: New East Court Village, LLC Loan Agreement.

AGENDA DATE REQUESTED: November 12, 2012

ACTION REQUESTED: Authorize Execution of New Loan Agreement with East Court Village for the Attraction and Development of New Retail.

DESCRIPTION: East Court Village, LLC is working with a new national tenant at their shopping center and they are requesting \$675,000 in assistance.

FINANCIAL IMPACT: Amortization schedule will be for 20 years at 3.5%. They plan to make a \$1.2M investment in this project as well. The maturity for this loan would be seven (7) years meaning they would be paying as if it were a 20 year loan but there would be a balloon at the end of year seven.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The ability for the landlord to continue to attract new tenants to the developments.

IMPACT IF DENIED: Possibly losing this tenant and the additional sales tax revenues.

ALTERNATIVES: Provide developer with different financing options.

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

✓

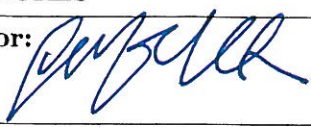
A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

A Safe Community. To protect community life and property by providing effective, principled police and fire services.

A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES
Department Director: 
Date: 11/04/12
Finance Department (Certification of Availability of Funds):
Date:
Corporation Counsel:
Date:
City Manager:
Date:

Attachment – Proposal from East Court Village, LLC

East Court Village, LLC
Proposal for City Assistance
10/29/12

Borrower: East Court Village, LLC

Guarantors: Cullinan Companies, LLC
Diane Cullinan-Oberhelman

Amount: \$675,000

Purpose: To be used in conjunction with another \$1.2 million to complete tenant improvements for new tenant (Petco)

Rate: Fixed at 3.5% 360/365 basis

Maturity: Seven Years

Repayment: Principal and Interest Based on 20 year amortization

Other Terms:

- No distributions, dividends or extraordinary compensation to owners of Borrower beyond personal liabilities for income taxes relevant to Borrower's income.
- Prohibition against change in ownership or management of Borrower "due on sale".
- Subject to signed lease between Borrower and Petco (at disclosed rent and terms).

Benefits to City:

- Presence of another national retailer
- positive spread over cost of money (est. < \$6,000)
- Increased sales tax revenue (est. ~ \$10,000)
- Increased home rule tax revenue (est. ~ \$25,000)



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Joe Wuellner City Manager

From: TIF Administrator – Central Business District TIF

AGENDA ITEM: TIF Commercial Retail Loan Program for Hawaiian Sun

AGENDA DATE REQUESTED: Tuesday October 30, 2012

ACTION REQUESTED: \$12,468.00

DESCRIPTION: Approval by Mayor and Council to pay Hawaiian Sun owner Sean Leone located at 357 Court Street under the terms of the Commercial Retail and Upper Story Housing Loan Program in the amount of \$12,468.00. The program reimburses 1/2 of the eligible expenses up to \$25,000 (whichever is less). Monies from the program are granted through a 5 year forgivable loan structure. The eligible interior improvements include installing new doors, laminate flooring, expand front entry by removing a wall, upgrade and enhance lighting, restructure un-used space for additional tanning beds. Received 2 bids for all work to be completed. Pekin Main Street Design committee has reviewed the application and recommends to council the approval of this Commercial Retail & Upper Story Housing Loan Program for the amount of \$12,468.00. A structural report was not required as the improvements will not disturb any structural portions of the building. A mortgage will be recorded on the business owner's personal property as a security for the City of Pekin on the loan amount until the 5 year forgivable loan terms are met. Total improvement costs for the above work is \$24,936.00. All work to be inspected by City Inspectors and copy of paid invoice to contractor before payment of \$12,468.00 will be issued.

FINANCIAL IMPACT: \$12,468.00/\$115,775.00 available in TIF Commercial Loan Program (\$74,976 available if approved projects are funded)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow property owner to enhance property and use all optimal space for services

IMPACT IF DENIED: Delays renovations due to overall business operational costs

ALTERNATIVES:

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

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

	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	<i>Liz Ann Matthews</i>
Date:	<i>11/1/12</i>
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	

**Interior Loan Application
Project Summary Sheet
Hawaiian Sun
357 Court Street**

Interior Remodeling Project Cost	\$24, 936.00
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Amount to request from Council:	\$12, 468.00
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City of Pekin, Illinois
Downtown TIF Commercial Retail &
Upper Story Housing Loan Program

APPLICATION REQUEST

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: Sean Leon
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 3517 Court Street PIN No. 04-04-34-434-011
3. Owner of Property (if different from applicant): Bob Cupi
4. Owner's Address: 13385 Townline Rd Phone #: _____
Green Valley, IL 61534
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? yes If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? yes
8. Briefly describe the type of business operation presently or will be housed in the building:
Tanning Salon
9. What is approximate age of building? _____
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? NO
If yes, please explain: _____
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance the function of the building:
Remodel, electric, Doors, and
rooms, want to make lighting more
energy eff. fix rooms that
are not in use to put beds in the

13. If the building includes commercial retail space, please provide a copy of your business plan.
14. How soon after possible grant approval by the City would you begin your project? up to the contractor
15. Once started, how long would it take to complete? _____
16. What is the total cost of planned eligible work? \$ _____
17. From what sources and in what amounts, other than the City, will the money for this project be drawn?
Please be specific:
Hawaiian Sun will be help paying
Copy of applicant's credit card with \$22,000 credit
limit is attached.
18. Will the planned building renovation result in the creation of any new jobs? _____
If yes, how many full-time and/or part-time positions will result? _____

Applicant(s) Signature: Alan Long

Date: 10/1/2012

Date: _____

Design Committee Approval: 10/29/12 Greg Torrey

CITY USE ONLY

The City of Pekin TIF Administrator:

_____ recommends _____ does not recommend approval to the City Council.

Date: _____ TIF Administrator Signature: _____

Amount recommended: \$ 12,468.00 Conditions, if any: _____

City Council:

_____ approves _____ does not approve loan program.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois

Downtown TIF Commercial Retail/Upper Story Housing Loan Program

APPLICANT CERTIFICATION FORM

As Applicant(s) for participation in the City of Pekin's Downtown TIF Commercial Retail/Upper Story Housing Loan Program, I/we acknowledge with following statements.

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown TIF Commercial Retail/Upper Story Housing Loan Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a five (5) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a non-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.
- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to retail use to qualify for program participation.

- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: 

Date: 10/1/2012

Date: _____

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

City of Pekin, Illinois

Downtown TIF Commercial Retail / Upper Story Housing Loan Program

Required Attachments Along With Application Request

- | | |
|---|---|
| ☒ Proof of building ownership. | ☐ Current photographs of building showing all areas subject to improvement. |
| ☒ Concurrence of Owner to participate in program if Owner is not Applicant. | ☒ Drawings depicting interior/exterior site plan project. |
| ☒ Minimum of two (2) qualified bids for all program eligible work to be performed. | ☒ Executed Applicant/Owner Certification Form. |
| ☒ NA Copy of building assessment from licensed structural engineer (if required). Any building assessment costs are considered eligible project costs. | ☒ Letter from Applicant/Owner expressing need for financial assistance. |
| ☒ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution. | ☒ Summary sheet of project/s. |

Hi,

I'm a female business woman of a small business in downtown Pekin ,I'm looking to do some remodeling to my small business .Would like to update the flooring ,put electric in 3 rooms so that I can put them in use, and make my salon more attractive and in return that will to draw more business to down town Pekin and my salon that is why I am asking for some finical assistance from you

Thank You
Lan Long

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals of the day and year first herein above written.

AGREED TO THIS _____, DAY OF _____

SIGNED:

TENANT: _____

TENANT: _____

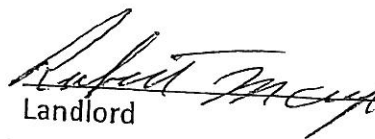

LANDLORD: ROBERT M. CUI

TYPE OF BUSINESS: _____ Tanning Salon

NOTE: Paragraph 11 in regard to Insurance

The landlord will allow the tenant to do cosmetic work to the interior including replacing some interior doors allowing for additional rooms, floor coverings and painting.

Tenant _____ Date _____

 8/20/2012
Landlord Date



Payment Due Date	New Balance	Past Due Amount	Minimum Payment
11/07/11	\$6.99	\$0.00	\$6.99

Account number: 6030

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

4266 901021 556030000006 990000006 990000000000000002

12183 BEX Z 28311 C
FREDRIC A DIPAOLO
15200 108TH AVE
ORLAND PARK IL 60467-3006

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

5000160281 18410215560302



Manage your account online: www.chase.com/disney
Customer Service 1-800-300-8575
Additional contact information on back

ACCOUNT SUMMARY

Account Number: 4266 9010 2155 6030

Previous Balance	\$4.99
Payment, Credits	-\$4.99
Purchases	+\$6.99
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$6.99

PAYMENT INFORMATION

New Balance	\$6.99
Payment Due Date	11/07/11
Minimum Payment Due	\$6.99

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 27.99%.

Opening/Closing Date	09/11/11 - 10/10/11
Total Credit Line	\$22,000
Available Credit	\$21,993
Cash Access Line	\$4,400
Available for Cash	\$4,400

Oct 18 2011
Phone
1207527456
\$6.99

Taxes

Parcel ID
04-04-34-434-014

Alt. PIN

Parcel Address
357 COURT ST, PEKIN

Data as of
10/17/2010

2009 REAL ESTATE TAX

Return to:

TAZEWELL COUNTY
DUANE GRAY CO TREASURER
P.O. BOX 490
PEKIN, IL 61555-0490

Property Number	Class	Code	Number
04-04-34-434-014	0060	04021	3916

ORIGINAL TOWN SE 1/4 SEC 34
W1/2 OF LOT 10
BLK 64

Township	Lending Code	Land/Lot Acres	Farm Land Acres	Forfeited Tax	Land/Lot Assessed	Farm Land Assessed	Farm Bldg Assessed	Building Assessed	Total Assessed
PEKIN	054				2750			23050	25800

Mail To:

CUPI ROBERT M
13385 TOWNLINE RD
GREEN VALLEY IL 61534-0000

2009 REAL ESTATE TAX

Tax Payer If Other Than Above
CUPI ROBERT M

357 COURT ST

Land/Lot BOR Mult	Farm Land BOR Mult	Farm Bldg BOR Mult	Building BOR Mult	Department Multiplier
				1.00000

Improvement Exemption	Department Equalized	Owner Occupied	Homestead / Veteran	SCAFHE
	25800			

Return Veteran	Disabled	Disabled Veteran	Taxable Value
			25800

1st Installment	Payment	2nd Installment
06/01/2010	Due Date	09/01/2010
934.00	Installment	934.00

TOTAL TAX: 1,868.00

2008 Rate	2008 Tax	Tax District	2009 Rate	Percent	2009 Tax	Pension
.44690	31.04	TAZEWELL COUNTY	.44587	1.7	30.98	6.37
.15246	10.58	PEKIN TWP.	.15398	.6	10.70	
		PE TWP ASSESSOR				
		PEKIN RD & BR				
2.65263	184.26	GRADE SCHOOL 108	2.65316	9.9	184.28	5.08
1.80068	125.08	HIGH SCHOOL 303	1.81302	6.7	125.94	4.01
.43197	30.00	CMMNTY COLLEGE 514	.48741	1.8	33.86	.47
1.04866	72.84	PEKIN CORP	1.03934	3.9	72.20	61.96
.41897	29.10	PEKIN PARK DIST	.41853	1.6	29.08	2.07
.23087	16.04	PEKIN LIBRARY	.22884	.9	15.90	
	1,319.12	TIF DIST PEKIN		72.9	1,365.06	
7.18314	1,818.06	Total Tax	7.24015	100.0	1,868.00	

J & P Remodeling
200 Matilda St.
Pekin IL 61554
309-620-0712

CONTRACTORS INVOICE
Total: \$27,965.00

WORK PERFORMED AT:

TO: Hawaii Sun
357 Court St.
Pekin IL 61554

357 Court St.
Pekin IL 61554
Att Anthony
708-691-2449

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Remove 4 doors, install 4 pocket doors, and fix
dry wall with new.

\$ 1,125.00

Jerry Truter

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$1,125

one thousand one hundred & twenty five dollars ————— Dollars (\$)

This is a ☒ Partial ☐ Full invoice due and payable by: _____

Month

Day

Year

J & P Remodeling
200 Matilda St.
Pekin IL 61554
309-620-0712

CONTRACTORS INVOICE

WORK PERFORMED AT:

TO: Hawaiian Sun
357 Court St.
Pekin IL 61554

357 Court St.
Pekin IL 61554
Att Anthony
708-691-2449

DATE YOUR WORK ORDER NO. OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Remove carpet and ceramic tile, and install new laminate flooring down hallway and front entry area. We also will laminate 3 tanning rooms as well. We also move 2 walls in front entry, to make area a lot bigger.

\$5,310⁰⁰

Denny Frater

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$5,310

Five thousand & three hundred & ten dollars

This is a ☒ Partial ☐ Full invoice due and payable by:

Month

Day

Year

Jd P Remodeling
 200 Matilda St
 Pekin IL 61554
 309-620-0712

CONTRACTORS INVOICE

WORK PERFORMED AT:

TO: Hawaiian Sun
 357 Court St
 Pekin IL 61554

357 Court St.
 Pekin IL 61554
 Att Anthony
 708-691-2449

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Install recess lighting, in both soffits and track
 lighting in all rooms. Switches all by front desk.

\$ 8,420⁰⁰

Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications
 provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of 8,420⁰⁰

Eight thousand four hundred twenty dollars _____ Dollars (\$ _____).

is a ☒ Partial ☐ Full invoice due and payable by: _____

Month

Day

Year

J & P Remodeling
200 Matilda St.
Pekin IL 61554
309-620-0712

CONTRACTORS INVOICE

WORK PERFORMED AT:

357 Court St.

Pekin IL. 61554

Att Anthony

708-691-2449

TO:

Hawaiian Sun

357 Court St.

Pekin IL 61554

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Install a new canopy ceiling down hallway with a
10" soffit, ending by front office.

\$ 12,310⁰⁰

Jerry Kuster

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of 12,310⁰⁰

twelve thousand three hundred dollars

Dollars (\$ _____).

This is a ☒ Partial ☐ Full invoice due and payable by:

Month

Day

Year

Remodeling
200 Matilda St.
Pekin IL 61554
309-620-0712

CONTRACTORS INVOICE

WORK PERFORMED AT:

357 Court St.
Pekin IL 61554
ATTN Anthony

708-691-2449

TO: Hawaiian Sun
357 Court St.
Pekin IL 61554

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

The back office will be cut back about 16", two
make the hallway the same width.

\$ 800.00

Jimmy Kuster

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications
provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$800.00

Eight Hundred Dollars

Dollars (\$)

This is a ☒ Partial ☐ Full invoice due and payable by:

Month

Day

Year

In accordance with our ☐ Agreement ☒ Proposal

No.

Dated

Month

Day

Year

IC3822

CONTRACTORS INVOICE

RAKOW CONSTRUCTION

Where Quality is Job One

PROPOSAL

•REASONABLE RATES

- Room Additions
- Replacement Windows

•FULLY INSURED

- Residential & Commercial Remodeling
- Garages
- Screened Rooms
- Custom Decks Including Hot Tub Installation

•FREE ESTIMATES

- Vinyl Siding
- Bathroom Remodeling

RICK RAKOW

Experienced Since 1980

Pekin, IL

Office (309) 267-3914

Fax (309) 347-0082

TOTAL: \$24,986.00

TO HAWAIIAN GUN ANTHONY

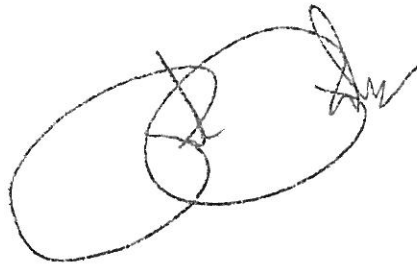
ADDRESS 357 COURT ST

DATE 4/7/12

PEKIN ILL 61554 (708) 691-2449

We propose to: We will install a canopy ceiling with a
soffit on each side about 8" wide for lighting.
This will start at the back entry door up
the hallway to the front area, where hallway ends.

\$10,230⁰⁰



We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

One thousand two hundred thirty dollars \$10,230⁰⁰

with payment to be made as follows:

We ask for \$5,230⁰⁰ at signing, and the balance of \$5,000⁰⁰ when job is complete.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

Authorized Signature

[Signature]

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Date

Signature

(CUSTOMER SIGNS HERE)

RAKOW CONSTRUCTION

Where Quality is Job One

PROPOSAL

•REASONABLE RATES

•Room Additions

•Replacement Windows

•FULLY INSURED

•Residential & Commercial Remodeling

•Garages

•Screened Rooms

•Custom Decks Including Hot Tub Installation

•FREE ESTIMATES

•Vinyl Siding

•Bathroom Remodeling

RICK RAKOW

Experienced Since 1980

Pekin, IL

Office (309) 267-3914

Fax (309) 347-0082

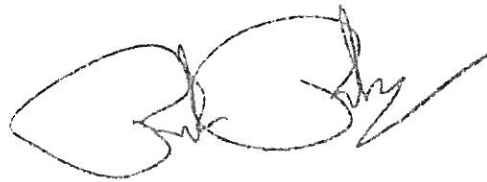
TO HAWAIIAN SUN (ANTHONY)

ADDRESS 357 COURT ST

DATE 4/7/12

PEKIN ILL 61554 (708) 691-2449

We propose to: BACK OFFICER AT THE END OF THE HALLWAY, WE
WILL CUT BACK APPROXIMATELY 16" JUST IN THIS ROOM.
AND WE WILL REPLACE ALL DRYWALL, AND INSTALL
THE OLD ENTRY DOOR, PLASTER, PRIME



We hereby propose to furnish labor and materials - complete in accordance with the above specifications for the sum of:

Eight Hundred twenty Dollars dollars (\$ 820⁰⁰) with payment to be made as follows:
We Ask For \$500⁰⁰ AT SIGNING, AND THE BALANCE \$320⁰⁰ WHEN JOB IS COMPLETED.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

Authorized Signature

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Date _____ Signature _____

(CUSTOMER SIGNS HERE)

RAKOW CONSTRUCTION

Where Quality is Job One

PROPOSAL

•REASONABLE RATES

- Room Additions
- Replacement Windows

•FULLY INSURED

- Residential & Commercial Remodeling
- Garages
- Screened Rooms
- Custom Decks Including Hot Tub Installation

•FREE ESTIMATES

- Vinyl Siding
- Bathroom Remodeling

RICK RAKOW

Experienced Since 1980
Pekin, IL
Office (309) 267-3914
Fax (309) 347-0082

TO Hawaiian Sun (Anthony)

ADDRESS 357 Coast St

Pekin IL 61554 (708) 691-2449

DATE 4/7/12

We propose to: We will install recess lighting in both side's
OF SUFFETS, near TAN ROOM DOORS, we will also install
TRACK LIGHTING IN EACH TANNING ROOMS, ALL LIGHTING WILL
THEN BE CONTROLLED BY SWITCHES NEAR FRONT DECK'S

\$8,000⁰⁰



We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:
Eight Thousand Dollars dollars (\$8,000⁰⁰) with payment to be made as follows:

ASK For \$4,000⁰⁰ AT Signing, and The Balance \$4,000⁰⁰ when Job complete
Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or violation from above
specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon
accidents or delays beyond our control.

This proposal will be withdrawn
not accepted within 30 days.

Authorized Signature

Acceptance of Proposal

Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will

ed: Date

Signature

(CUSTOMER SIGNS HERE)

RAKOW CONSTRUCTION

Where Quality is Job One

PROPOSAL

•REASONABLE RATES

- Room Additions
- Replacement Windows

•FULLY INSURED

- Residential & Commercial Remodeling
- Garages
- Screened Rooms
- Custom Decks Including Hot Tub Installation

•FREE ESTIMATES

- Vinyl Siding
- Bathroom Remodeling

RICK RAKOW

Experienced Since 1980

Pekin, IL

Office (309) 267-3914

Fax (309) 347-0082

TO HAWAIIAN ANTHONY

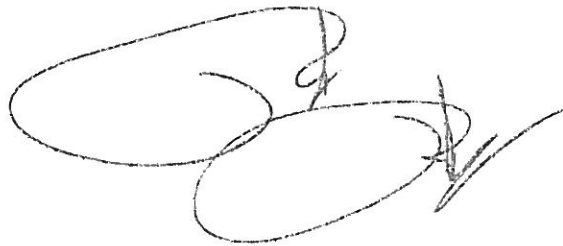
ADDRESS 357 COURT ST

DATE 4/7/12

PEKIN ILL 61554 (708) 691-2449

We propose to: REMOVAL OF FOUR PRE-HUNG DOOR'S, AND INSTALL
(4) PACKET DOOR'S, TRACK, AS WELL AS INSTALLING (4) 32"
6 PANEL DOOR'S ON THESE TRACK'S, AND REPLACING NEW
DRYWALL ON ALL FOUR UNITS PANELED & PAINTED.

\$1,000⁰⁰



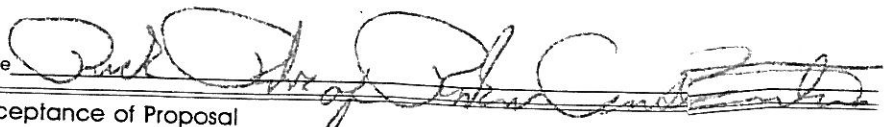
We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:
one thousand Dollars dollars (\$ 1,000⁰⁰) with payment to be made as follows:

We ASK FOR \$600⁰⁰ AT SIGNING AND THE BALANCE \$400⁰⁰ WHEN JOB IS COMPLETED

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

Authorized Signature



Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified

Payment will

Accepted: Date

Signature

(CUSTOMER SIGNS HERE)

RAKOW CONSTRUCTION

Where Quality is Job One

PROPOSAL

•REASONABLE RATES

- Room Additions
- Replacement Windows

•FULLY INSURED

- Residential & Commercial Remodeling
- Garages
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- Custom Decks Including Hot Tub Installation

•FREE ESTIMATES

- Vinyl Siding
- Bathroom Remodeling

RICK RAKOW

Experienced Since 1980

Pekin, IL

Office (309) 267-3914

Fax (309) 347-0082

TO HAWAIIAN SUN

ADDRESS 357 COURT ST.

PEKIN ILL 61554 (708) 691-2449

DATE 4/7/12

We propose to:

CARPET REMOVAL DOWN FROM ENTRY ON FRONT
OF OFFICE TO THE BACK DOOR.

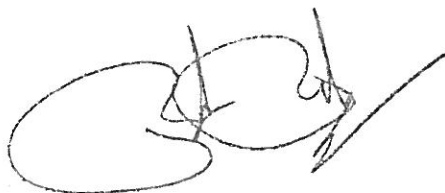
WE WILL REMOVE CERAMIC TILE, AND INSTALL
LAMINATE FLOORING.

WE WILL REMOVE TWO WALLS IN FRONT OF THIS
STORE, TO MAKE ENTRY WAY OPEN.

WE WILL INSTALL LAMINATE FLOORING IN #3 TANNING
ROOMS, EACH ROOM MEASURING 10' X 10' FT

ALL LAMINATE FLOORING WILL BE 890 SQ FEET
FROM THE FRONT DOOR, ALL WAY DOWN HALL, TO BACK ENTRY DOOR

\$4386⁰⁰



We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

\$4886⁰⁰ dollars (\$ 4886⁰⁰)

with payment to be made as follows:

Two thousand Eight Hundred & Eighty Six
We ASK FOR 3000⁰⁰ AT SIGNING, AND THE BALANCE 1886⁰⁰ WHEN JOB IS COMPLETED

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

OTE: This proposal will be withdrawn if not accepted within 30 days.

Authorized Signature

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will

Accepted: Date

Signature

(CUSTOMER SIGNS HERE)

RESOLUTION NO. 58-12/13

**A RESOLUTION ESTABLISHING THE SALARY ADJUSTMENT FOR THE
CITY MANAGER**

WHEREAS, the Employment Agreement between the City of Pekin and Joseph W. Wuellner provides for the Employee's base annual salary of \$117,000.00 for the period July 1, 2011 to June 30, 2014; and

WHEREAS, the Employment Agreement provides for any compensation adjusts to the annual salary be based upon performance, and a performance evaluation; and

WHEREAS, the Council has reviewed and evaluated the performance of the Employee.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Pekin, Illinois, as follows:

That the base salary of Joseph W. Wuellner, City Manager of the City of Pekin, Illinois be adjusted by 2% for the term of July 1, 2012 to June 30, 2013.

PASSED this 12th day of November, 2012.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2012, by and between the City of Pekin, Illinois, a municipal corporation, hereinafter called the "City" and Darin W. Girdler, hereinafter called "Employee".

WITNESSETH:

WHEREAS, the City desires to continue to employ the services of said Darin W. Girdler, Assistant City Manager of the City of Pekin effective October 1, 2012 and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and

WHEREAS, Employee has been serving as Assistant City Manager and desires to accept further employment as Assistant City Manager of the City of Pekin effective October 1, 2012;

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

SECTION 1 – Term

City agrees to employ, as its Assistant City Manager, effective October 1, 2012 through September 30, 2015 in accordance with the attached position description and as may be directed by the Mayor, City Council or City Manager from time to time.

SECTION 2 – Duties

City hereby agrees to employ said Darin W. Girdler to perform the functions and duties of the Assistant City Manager as specified in the City Ordinances and by States statutes and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 3- Term

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee at any time subject only to the provisions set forth in SECTION 14, paragraphs A and B of this Employment Agreement.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with City, subject only to the provisions set forth in SECTION 14, paragraph C of this Employment Agreement.
- C. Employee agrees to remain in the exclusive employ of the City from the date hereof until employment is terminated.

SECTION 4- Salary

City agrees to pay employee for his services rendered pursuant hereto an annual base salary of Ninety-Eight Thousand Dollars, effective October 1, 2012, payable in installments at the same time as other employees of the City are paid.

In addition, City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such an extent as the City may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

SECTION 5- Hours of Work

Employee shall devote his full time and attention to employment referred to herein and shall have no other employment unless specifically agreed to by the City Council. Full time is considered a minimum of forty hours per week.

SECTION 6- Vehicle and Cell Phone Allowance

The City, in addition to the salary provided for above, pay a vehicle allowance for use of his personal automobile for City business within the State of Illinois at such rates as may be fixed from time to time by Employer at \$250.00 per month. If Employee uses his own automobile for Employer business outside a 50 mile radius of the City of Pekin, then City shall reimburse Employee for the business use of his personal automobile on a per mile basis and at a rate equal to the maximum Internal Revenue Service rate.

The City, shall also, in addition to the salary provided for above, pay a cellular phone reimbursement of \$75.00 per month if the Employee chooses to keep personal phone. If Employee should choose not to have a personal phone, Employee will be provided a phone through the IT Department and City's cellular phone service.

SECTION 7- Dues and Subscriptions

City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in the following named organizations: International City Management Association-Illinois and Downstate Chapters, Illinois Municipal League and other organizations as necessary.

SECTION 8- Expense Reimbursement

The City hereby agrees to budget and pay the actually incurred travel and subsistence expenses of Employee while on official travel and official business for the City; and to pay for actually incurred travel and subsistence of Employee for participation in other national, regional, state or local government groups and committees thereof, of which Employee is a member, as are approved by the City Manager and or City Council of the City.

SECTION 9- General Expenses

- A. City recognizes that certain expenses of a non-personal nature, that are job affiliated, are incurred by Employee and hereby agrees to reimburse or pay such general expenses as are approved by City.
- B. City also recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which City shall pay half of the membership dues and other expenses. Employee shall report to City each membership that he has incurred at City's expense.

SECTION 10- Pension, Health and Life Insurance

The City agrees to apply for and to make required premium payments for Employee for group insurance coverage for accident, sickness, dental, vision, major medical, and hospitalization expenses covering Employee and his dependents as the same is available under the City's group policy on all employees. Employee agrees to contribute the same amount toward monthly premiums as all other City employees. In addition, City agrees to purchase and pay the required premiums for \$40,000 group life insurance, with the Employee to have the right to name the beneficiary thereof.

In addition to base salary paid by the City to the Employee, the Employee will be enrolled in the Illinois Municipal Retirement Fund and the City agrees to pay the City portion of the pension rate to the Illinois Municipal Retirement Fund on a monthly basis.

SECTION 11- Personal, Sick, Vacation and Holiday Leave

Employee has accrued approximately 98 hours of sick leave. In addition, Employee shall accrue sick leave benefits at the highest rate granted in the City's most senior non-union employee.

Employee shall accrue and have credited to his personal account vacation at the rate of three (3) weeks per year for the period ending September 30, 2012, and annually thereafter. Employee shall be allowed to carry over one (1) week of unused vacation, but carry over vacation weeks cannot exceed one (1) week annually.

City shall provide Employee with the same holidays and number of Personal days as the City shall provide other non-union employees.

SECTION 12- Other Terms and Conditions of Employment

City may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with this Agreement or in conflict with City's Code, ordinances, resolutions, or in conflict with law. Employee shall be subject to, and governed by, the general policy of the City regarding vacation, sick and other leaves or benefits except as expressly addressed in this agreement.

SECTION 13- General Provisions

- A. The text herein shall constitute the entire Agreement between the parties, and shall be interpreted and controlled by Illinois law.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of Employee, and the City.
- C. This Agreement shall become effective upon execution by both parties, and the employment contemplated hereby shall commence effective October 1, 2012.

SECTION 14- Termination and Severance Pay

- A. In the event that Employee is terminated by City during such time that employee is willing and able to perform his duties under this Agreement, the, in that event, City agrees to pay employee a lump sum cash payment or payment schedule as Employee sees fit equal to six (6) months' then current aggregate salary commencing on the date of termination, continue health, dental, vision and life insurance and pension benefits for six (6) months from the date of termination and payment for all accumulated benefits earned;

PROVIDED, HOWEVER, that in the event Employee is terminated because of his own conviction of any felony, then, in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event that City shall terminate Employee for any reason other than Employee's conviction of a felony, City shall give Employee fourteen (14) days notice of such termination. In the event that Employee is terminated because of his own conviction of a felony, then, in that case, City shall have no obligation to pay the aggregate severance sum designated in this paragraph, nor give prior notice of such termination.

- B. In the event City, at any time during the term of the agreement, reduces the salary or financial benefits of Employee in a greater percentage than applicable across-the-board reduction for all employees of City, or in the event City refuses, following written notice, to comply with any other provision benefiting Employee herein, or that employee resigns following a suggestions, whether formal or informal, by City that he resign, the, in that event, Employee may, at his option, be deemed to be "terminated" at date of such reduction or such refusal to comply with the meaning and context of the herein severance pay provision and shall trigger the obligation to pay severance as outlined in Paragraph A.
- C. In the event the Employee voluntarily resigns his position with City at any time during the term of this Agreement, then Employee shall give City sixty (60) days notice in advance, unless the parties otherwise agree. Failure of Employee to give the required sixty (60) day notice of resignation will result in a pro-rata reduction in benefits normally payable to resigning City employees, such as, but not limited to, accrued vacation payment and the like. Voluntary resignation by Employee will result in a loss of all severance pay to him by City.

SECTION 15- Indemnification

In addition to that required under state and local law, and to the extent permitted by law, City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Assistant City Manager. City will compromise, settle and defend such claim or suit and pay the amount of any settlement or judgment rendered thereon.

IN WITNES WHEREOF, the City of Pekin has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, pursuant to authority of the City Council, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above – written.

Mayor, City of Pekin

ATTEST:

City Clerk
(Seal)

Darin W. Girdler, Employee

**City of Pekin
Position Description**

Name:		Department:	Finance		
Position Title:	Assistant City Manager	Pay Grade:	19	FLSA:	E
Date:	06/11	Reports To:	City Manager		

Purpose of Position

Acts as the primary assistant to the City Manager, coordinate interdepartmental activities; identify, analyze, and propose solutions to budgetary and operational issues; analyze and revise operational procedures to follow City Manager and Council direction. Provide highly responsible staff assistance to the City Manager; performs professional level management, administrative and research assignments, including internal control and analysis of methods, budget and administration; prepare the annual budget, financial statements and to serve as Acting City Manager as assigned.

Essential Duties and Responsibilities The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Provide assistance and support to the City Manager in the day-to-day operations of the City of Pekin; oversee and evaluate financial and personnel functions

Assist in developing and implementing the City Budget, Capital Improvement Plan and other major programs; monitor the assigned budget and approve expenditures as required

Prepares and presents quarterly reports to Council on the City's financial condition

Coordinate major activities of all City Departments to achieve City Council goals and objectives; assist in promoting policies set by Council

Prepares special projects upon request; assist City officials, agencies, developers, and business representatives in planning major developments, including research and project funding recommendations.

Ensure timely resolution of administrative issues by providing direct support to City staff, motivating and advising department heads and supervisors in their work; evaluate department heads in conjunction with City Manager; recommend salary increases; act on grievances; negotiate contracts; hire, discipline and terminate employees.

Perform related duties and responsibilities as required; serve as Acting City Manager in his/her absence

Conduct requests for proposals and make recommendations to council for ordinance/code changes and agreements accordingly; negotiate contracts and agreements in support of operational activities of the City of Pekin

Assist the City Manager in orderly and timely conduct of municipal business operations within context of laws and regulations

Actively participate in the development of the City's strategic plan and achievement of those goals

Attend Council, Board and other meetings

Promote an effective, responsive and value-based organizational culture

Resolves or participates in customer complaints and concerns of citizens

Directly Supervise specific departments as assigned by the City Manager.

Additional Tasks and Responsibilities may be assigned as needed

Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor's degree in Finance, Accounting, Public Administration or related field; five years of progressively responsible municipal experience including budget development, financial analysis and policy development, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to decide the time, place and sequence of operations within an organizational framework, and to oversee their execution. Ability to analyze and categorize data and information using established criteria, to determine consequences and identify and select alternatives.

Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.

Ability to utilize consulting and advisory data and information such as legal briefs, economic analysis, organizational analysis, budgets, expenditure reports, accounts payable/receivable, audit reports, financial statements, accounting principles and practices, computer software operating manuals, government accounting and financial reporting manual.

Ability to communicate orally and in writing with City elected officials, business representatives, news media representatives, attorneys, auditors, developers and the general public.

Knowledge of basic laws, ordinances, and regulations underlying a municipality

Mathematical Ability

Ability to apply algebraic and trigonometric formulas. Ability to interpret inferential statistical reports and/or formulation and equation data.

Judgment and Situational Reasoning Ability

Ability to use functional reasoning in performing synthesis and influence functions such as leading, controlling, managing and supervising.

Ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.

Physical Requirements

Ability to operate a variety of equipment including computer terminal, typewriter, telephone, calculator/adding machine and motor vehicle.

Ability to coordinate eyes, hands, feet and limbs in performing semi-skilled movements such as data entry.

Ability to exert light physical effort in sedentary to light work, typically involving lifting, stooping and crouching. Ability to sustain prolonged visual concentration.

Environmental Adaptability

Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals, may cause discomfort and poses little risk of injury.

The City of Pekin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date