



City of Pekin

REGULAR COUNCIL MEETING MONDAY, NOVEMBER 10, 2008
5:30 P.M.

I. CALL TO ORDER

Introduction of Jake Grys and his Family

II. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Jones / JROTC Honor Guard POW / MIA Ceremony

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: *Motion to approve minutes of Regular Council Meeting of October 27, 2008 and Town Hall Meeting November 3, 2008.*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Liquor Commission Minutes September 24, 2008 and Building Report October
- 2. Proclamations:** Pekin Community High School JROTC Week - November 9, 2008
Family Life "Family Matters" Week - November 23-29, 2008
- 3. Solicitation:** Boys and Girls Club of Pekin tag day Saturday, November 15, 2008
- 4. Receive and File Financial Statements prepared by Willock Warning & Co., P.C.**
Sewerage Fund April 30, 2008
- 5. Receive and File Fiscal Responsibility Report Card** from Office of State Comptroller
- 6. Resolution No. 59-08/09** – Mayor's Reappointment of Donald Hild and Jerald Hall to the Riverway Business Park Review Committee for term to November 23, 2011
- 7. Resolution No. 60-08/09** – Liquor Commissioner's appointment of Rick VonRohr as Deputy Liquor Commissioner

8. **Resolution No. 61-08/09** -- Establishing Public Hearing Date & Place for Proposed 2008 Amendment to the Tax Increment Financing (TIF) Redevelopment Plan and Project for the Central Business District Redevelopment Project Area

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. **Illinois American Water**

***DESCRIPTION:** introduction Tony Hall new IAWC Superintendent of Field Operations*

IX. NEW BUSINESS

1. **Change Request in Parkway Drainage Project**

(JW)

***DESCRIPTION:** As the project for drainage improvement progressed it was discovered there were conflicts with existing utilities. Request is for necessary changes in location and grade of manholes and storm lines*



***ACTION:** Motion to approve change order in the amount of \$49,455.12.*

VOTE REQUIRED

2. **Agreement with Illinois Central Railroad**

(JW)

***DESCRIPTION:** Terms and cost for installing the crossing, signals, and all appurtenances by the railroad necessary for the extending of Hanna Drive. Cost estimate of \$250,000 from budgeted funds.*

***ACTION:** Motion to approve the agreement subject to review by staff and legal.*

VOTE REQUIRED

3. **Amendment to Agreement with STS**

(JW)

***DESCRIPTION:** Additional services required to complete Phase I Study Veterans Drive North. The design needs to be resubmitted with justification and environmental studies on a third route As required by IDOT and FHWA.*

***ACTION:** Motion to approve change order in the amount of \$71,183.00.*

VOTE REQUIRED

4. **School Bus Contract with Rankin Grade School**

(GR)

***DESCRIPTION:** Terms for providing transportation for the students of Rankin Grade School*

***ACTION:** Motion to approve the agreement in the amount of \$30,960.00.*

VOTE REQUIRED

5. **Farm Contract Mark Weyrich**

(GR)

***DESCRIPTION:** Terms for farming the acres located at the Riverway Business Park. Tenant agrees to pay the City cash rent in the amount of \$300 on November 1, 2009.*

***ACTION:** Motion to approve the agreement.*

VOTE REQUIRED

6. **Ordinance No. 2571-08/09 –Authorizing the Execution of the IMLRMA Minimum / Maximum Contribution Agreement** (DK)
DESCRIPTION: Renewal of the Illinois Municipal League Risk Assessment min-max program for Calendar Year 12/31/08- 12/31/09. Premiums are based on losses incurred by a pool of municipalities rather than individual claims \$587038.62 budgeted in the Insurance Fund if paid by November 21, 2008

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

7. **Ordinance No. 2572-08/09 –Ordinance Providing for the Execution of an Agreement to Purchase and the Purchase of Real Property by the City of Pekin** (SB)
DESCRIPTION: purchase of 117 Sabella the last property on that street not owned by the City of Pekin at a sale price of \$35,000.00 plus closing costs from TIF budgeted funds.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

8. **Agreement Behavioral Health Advantages** (PP)
DESCRIPTION: Renewal of two-year agreement of Employee Assistance Program (EAP) which provides services, consultations, training, and assistance to employees experiencing personal problems such as marital; chemical, physical, or sexual abuse; and financial concerns.

ACTION: Motion to approve the agreement in the amount of \$6,840.00.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. ADJOURNMENT

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

NO VOTE REQUIRED

**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 27, 2008 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, STRAND, JONES, KORTKAMP,
AND DUNN**

ABSENT: NONE

The Pledge of Allegiance was led by Mayor R. David Tebben.

Roll was called and all Council Members were present for roll call.

Agenda

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

Motion by Council Member Abel, seconded by Council Member Strand that the **minutes of the Regular City Council Meeting of October 14, 2008 and Special Budget Work Session of October 21, 2008, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Dunn, seconded by Council Member Abel, that the **Consent Agenda be approved as presented**. Mayor Tebben read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Police Department September Report,
2. **Receive and File** Pekin Fire Department 2% Foreign Fire Insurance Fund – Annual Audit
3. **Receive and File Financial Statements prepared by Willock Warning & Co., P.C. April 30, 2008**
 - Tax Increment Financing-Central Business District Fund
 - Tazewell/Pekin Consolidated Communications Center

On roll call vote, all present voted Aye.

**COMMUNICATIONS, PETITIONS, REPORTS
SEIZURE AND IMPOUNDMENT OF VEHICLES**

A general discussion and explanation of the ordinance, amendments and content of the towing ordinance were presented by Deputy Chief Ted Miller, Officer Rick Von Rohr, and Officer Andrew Thompson as requested by the Council. General points presented after 5 months of enforcement and collecting data were:

- Originally created in response to the community's surveyed top concerns of drugs, dui arrest, and underage drinking
- Ordinance used as tool to balance those concerns for which the towing is specific only to those violations
- Statistics reported from May 9 – Oct 21 8205 traffic stops 261 resulted in impoundment of vehicle.
- Officer discretion to make the traffic stop, once arrest made ordinance goes into effect, steps following judgment of the court system.
- Not new concept, found in surrounding municipalities, Pekin's tailored to fit community

It was the opinion of the police department that the ordinance was working in that there have been fewer stops made.

Council Members expressed their comments and concerns including:

- Safety needs weighted against individual interest of being unfair or to generate cash
- It was the opinion of Council Member Blanchard that the ordinance was flawed and lacked common sense when it came to the registered owner's responsibility for payment when they were not the violators in the vehicle stop.
- Recognition given the police for the noticeable decrease in dui s
- Ordinance written to be prudent on the violators not the taxpayers.

Council Member Strand asked that the statistics be added to the monthly Police Report for Council review.

NEW BUSINESS

RESOLUTION NO. 58-08/09

PERMANENT EASEMENT

Motion by Council Member Jones, seconded by Council Member Kortkamp, that Resolution No. 58-08/09 be adopted. City Manager Dennis Kief requested that Council approve an easement from Canadian National Railroad for rail crossing and that authorization be given the Mayor to execute the agreement in the amount of \$1,500.00. He explained the step was necessary in the process for the extension of Hanna Drive and meeting construction start by the end of the year. He noted that it was the first time there was a fee charged in the granting of this type of easement. On roll call vote, all present voted Aye.

ORDINANCE NO. 2569-08/09

PROVIDING FOR THE EXECUTION OF AN AGREEMENT TO PURCHASE AND THE PURCHASE OF REAL PROPERTY BY THE CITY OF PEKIN

Motion by Council Member Dunn, seconded by Council Member Blanchard, that Ordinance No.2569-08/09 be adopted. Mr. Kief recommended the acquisition of 29.40 acres south of Route 98 from Evans / Smith for future development of a business park. The purchase price of \$299,880.00 would be funded from TIF II Close Out Dollars. The Agreement provided for seller to allow current farm tenant and to petition to annex property adjacent to City boundaries after an issue of statutory procedures was settled with North Pekin. On roll call vote, all present voted Aye.

ORDINANCE NO. 2570-08/09

PROVIDING FOR THE EXECUTION OF AN AGREEMENT TO PURCHASE AND THE PURCHASE OF REAL PROPERTY BY THE CITY OF PEKIN

Motion by Council Member Strand, seconded by Council Member Kortkamp, that Ordinance No.2570-08/09 be adopted. Again the City Manager recommended the acquisition of 29.84 acres south of Route 98 from Herget Trust and adjacent to parcel purchase from Evans for future development of a business park. The price of \$305,388.00 would also be paid from 2002 Close Out Dollars which could be expended in the TIF II District. The Agreement provided for seller to petition to annex property adjacent to City boundaries and to allow current farm tenant. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Abel, that the **BUILDING, SEWER, ELECTRICAL, HVAC, PLUMBING, DEMOLITION AND SPECIAL EVENTS FEES TOTAL \$1,475.00 FOR EXTREME MAKEOVER PROJECT BE WAIVED.** Mayor Tebben addressed the request noting the waiving of the expense was not new ground and was a way of the City contributing to the charitable project of constructing a new house for a deserving individual and his family. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members spoke of the Extreme Makeover Home Edition Project to construct an entire house on North 14th Street and Willow Street. Staff members were applauded for their efforts in coordinating through an Incident Command System, the City transportation services, police and fire protection, and traffic flow in cooperation with the Extreme Makeover crew and community volunteers. Request was made to continue contributing to a fund raising effort to reduce the Grys family mortgage debt of \$130,000.00

An announcement was made that the Council and Staff would be conducting a Town Hall meeting at which the City's past and current financial information would be displayed for residents to review and comment. Council and staff would be available to answer any questions citizens would have one on one.

Council Member Strand encouraged everyone to vote on Tuesday, November 4, 2008.

Council Member Jones reported that Planning Commission member Bill Craig was improving from a serious illness and wished him well in returning to the commission meetings.

Fire Chief Chuck Lauss introduced firefighter Robert Norman from Bunkie Louisiana who would be riding with the Pekin and Morton Fire departments as an exchange of the hospitality shown our mobilized firefighters in the Gustav hurricane recovery efforts.

Night Out Against Crime was scheduled for Tuesday, October 28 from 5:30 to 7:30 at the Dragon's Dome.

Genola Gray 2301 Willow addressed Council regarding concerns that the Towing Ordinance was unfair in that an individual could be charge \$165.00 for impoundment of vehicles even if found not at fault in the violation procedure.

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

COUNCIL ADJOURNED AT 6:34 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD AT THE LOYAL ORDER OF THE MOOSE LODGE
2605 BROADWAY ROAD FAMILY CENTER
ON MONDAY, NOVEMBER 3, 2008 AT 5:30 O'CLOCK P.M.
BARBARA STRAND * MAYOR PRO TEM * PRESIDING**

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

ABSENT: COUNCIL MEMBER JONES AND MAYOR TEBBEN

Notice was received by Council and posted informing the public that more than two members of the City Council had indicated an interest in attending the public meeting to present financial information. The City was required to post the meeting, in addition, as a Special Council meeting under the provisions of the Open Meetings Act. No Council action could be taken because no agenda was posted for Council consideration.

The purpose of the meeting was to present past and current financial information of the City, the present 2010 budget, and to receive public input.

Roll was called and all Council Members were present.

Mayor Pro Tem Strand opened the meeting noting that a quorum was present but the procedure for the night would be for review of the financial information displayed and one-on-one questions of citizens with Council Members and Staff in a relaxed informal format.

Each Council Member and Staff Member introduced themselves and their department.

Members met with approximately 17 citizens and discussed and received answers on the breakdown of the budget, current expenses, revenues, comparative tax rates to other communities and other information to better inform taxpayers of the city's finances.

Staff members were approached with general questions on code enforcement, raising revenues, street sweeping schedule, and towing ordinance.

No action was taken by the Council

COUNCIL ADJOURNED AT 7:00 P.M.

Sue E. McMillan
City Clerk

City of Pekin

SPECIAL LIQUOR COMMISSION MINUTES WEDNESDAY, SEPTEMBER 24, 2008 4:00 P.M. CITY HALL COUNCIL CHAMBERS

Acting Chairman Eitenmiller called the meeting to order at 4:00p.m.

PLEDGE of ALLEIGENCE

Liquor Commissioner Tebben led the pledge

ROLL CALL

The following members were present for roll call: Dave Tebben, Liquor Commissioner, Dave Eitenmiller, Fire Chief Lauss, Holly Brown, and Police Chief Gillespie. Also present: Sue Bosich, Assistant Corporation Counsel.

APPROVAL OF AGENDA

Gillespie made a motion to approve the Agenda as presented seconded by Lauss. Motion passed

APPROVAL OF MINUTES

Gillespie made a motion to approve the July 24, 2008 minutes as presented, seconded by Lauss. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time

NEW BUSINESS

Pekin Fuel Stop – new liquor application

Gillespie had concerns that this is a gas station and did not like the idea of gas stations selling alcohol. The community wants tougher drinking laws for underage drinking, this just makes it easier for underage kids to buy alcohol and harder for police to patrol. He also thought the Liquor Code prohibited this.

Discussion followed: The Liquor Commission needs to change the Liquor Ordinance to prohibit gas stations from selling alcohol. "Premises" needs to be changed in the Code. Attorney Bosich needs to look to define the word "premises" in the Liquor Code. This application should be denied based on the site plan, not eligible.

Gillespie made a motion to deny liquor application on the basis of the site plan, seconded by Eitenmiller. Motion passed.

Any Other Business to Come Before the Commission:

Illegal Gambling was tabled from the last meeting so all Commission members could be present.

Discussion followed: How do you control, do we send out letters, do we set up a sting, do we look the other way? It is not illegal to have the poker machines in place, it is illegal for the machines to "pay off". If an establishment that pays off on these machines are caught, they could lose their liquor license up to a year. The Liquor Commissioner has the right to enforce laws from the State Liquor Code. Tebben asked if this was our Liquor Code or the States Liquor Code. Attorney Bosich will get the State Liquor Code language to Tebben. It was decided by Commission not to do a "sting" on the establishments. Gillespie stated it would be a Police issue if they do decide to do a sting operation. Tebben stated he would send out a letter to all establishments that have poker machines as a "reminder letter" on paying off on the machines and also a reminder regarding smoking in premises. Will get wording from the State Liquor Statute.

Brown made a motion to adjourn, seconded by Eitenmiller. Motion passed.

Meeting adjourned at 4:40P.M. Next Meeting: Thursday, October 23, 2008 at 4:00pm

Respectfully submitted Paula Gensel

BUILDING REPORT 2008

MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BUDG PERMITS									
JANUARY	3.00	\$576,438			5.00	\$419,000	11.00	\$181,319	2.00	\$11,000	1.00	\$0	\$1,207,777	22.00						
FEBRUARY					2.00	\$15,045	16.00	\$385,550	1.00	\$2,400			\$422,995	20.00						
MARCH	3.00	\$841,938	1.00	\$21,450	1.00	\$32,000	2.00	\$176,050	4.00	\$9,815	1.00	\$0	\$1,088,753	34.00						
APRIL					2.00	\$2,500	21.00	\$176,050	4.00	\$9,815	1.00	\$0	\$1,169,042	77.00						
MAY	3.00	\$631,080	5.00	\$735,905	5.00	\$145,500	16.00	\$119,545	48.00	\$101,667	1.00	\$0	\$1,206,399	90.00						
JUNE	2.00	\$305,930	6.00	\$100,000	3.00	\$105,600	18.00	\$900,638	61.00	\$111,081			\$1,299,868	95.00						
					11.00	\$478,271	27.00	\$311,278	47.00	\$104,389	2.00	\$0								
TOTAL 6 MO. 11.00 2,355,386.00 18.00 229,425.00 1.00 21,450.00 2.00 767,905.00 28.00 1,205,915.55 109.00 1,474,400.00 163.00 340,352.17 4.00 0.00 1.00 0.00 6,394,833.72																				
JULY	5.00	\$803,180			7.00	\$338,300	20.00	\$230,747	44.00	\$141,000			\$1,513,227	76.00						
AUGUST	4.00	\$668,540	6.00	\$41,027	6.00	\$105,201	18.00	\$175,762	10.00	\$102,517			\$1,093,047	44.00						
SEPTEMBER	7.00	\$1,046,179	2.00	\$13,800	6.00	\$51,046	12.00	\$52,435	14.00	\$15,127	1.00		\$2,291,587	45.00						
OCTOBER	1.00	\$351,280	4.00	\$39,511	1.00	\$70,000	4.00	\$300,250	17.00	\$38,162	1.00	\$0	\$827,189	46.00						
NOVEMBER													\$0	0.00						
DECEMBER													\$0	0.00						
TOTAL 6 MO. 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00																				
YEAR	11	\$2,355,386	18.00	\$229,425	1.00	\$21,450	2.00	\$767,905	28.00	\$1,205,916	109.00	\$1,474,400	163.00	\$340,352	4.00	0.00	1.00	0.00	\$6,194,834	337.00

WHEREAS, The City of Pekin recognizes the Pekin Community High School JROTC program for their outstanding work in the Pekin Community; and

WHEREAS, the PCHS JROTC unit has been here since 1995. They started with a unit of 40 cadets and now have enrollment of over 145 cadets; and

WHEREAS, the JROTC is active in activities such as rifle team, drill team, orienteering team, academic team, physical fitness team, color guard, and honor guard. Our Honor Guard ceremony is a tribute handed down to our cadets from former ceremonial team during Vietnam to honor their fallen comrades; and

WHEREAS, Our Academic Team qualified for and participated in the President's Academic Championships in Washington, D.C. This team was one of 12 teams that qualified out of over 120 schools that were competing.

WHEREAS, Our Drill Team won two overall Commander's Cup Championships during the 2007-2008 school year. PCHS JROTC won all Commander's Cup Championship over the Peoria-area JROTC units for the past two years.

WHEREAS, This program continues to be active in several community service events. We are heavily involved with the Central Region Special Olympics committee, helping with the annual bowling and basketball tournaments. The JROTC volunteer at the Marigold Festival, Salvation Army Bell Ringing, River Sweep, Dragon Classic Band Competition, 4th of July Flag lowering, Veteran's Day Ceremony, Memorial Day Ceremony and Pekin Community Color Guards.

NOW, THEREFORE, BE IT RESOLVED that I, R. DAVID TEBBEN, of the City of Pekin, Illinois, do hereby proclaim the week of November 9, 2008, to be

"Pekin Community High School JROTC Week"

in the City of Pekin, Tazewell County, Illinois

ADOPTED, this 10th day of November, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. MCMILLAN



2008 FAMILY LIFE PROCLAMATION
"FAMILY MATTERS"

WHEREAS, *the health and success of our community depends on the safety and Progress of our families:*

WHEREAS, *modern life places obstacles and hazards in the path of families;*

WHEREAS, *if we remove those obstacles and hazards, then each individual, each generation and each family can move toward a better future;*

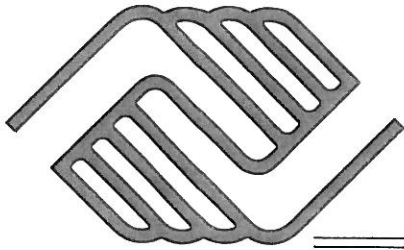
WHEREAS, *we can clear the way for families through our actions;*

WHEREAS, *at Thanksgiving, we pause from our regular schedules to celebrate Our families and to reflect on our life journey together*

BE IT RESOLVED, *that we live our words of thankfulness by dedication ourselves each day to family-centered activities and family-friendly decisions in our homes and our community;*

AND, *that the week of November 23 to Nov 29, 2008, be designated and Observed as Family Life Week;*

BE IT FURTHER RESOLVED *that the 32nd Degree Scottish Rite Masons Be recognized for their many years of Family Life programs and their current year-long campaign, "Family Matters"*



Boys & Girls Club of Pekin

A Positive Place For Kids!

1101 Veerman ▲ Pekin, Illinois 61554 ▲ (309) 346-5437 (KIDS)

John Denning ▲ Executive Director

November 3, 2008

Mayor's Office
City of Pekin
111 S Capitol St
Pekin IL 61554

Dear Mayor

The Boys & Girls Club of Pekin would like to request a tag day in Pekin on Saturday, November 15, 2008, for the Boys & Girls Club traveling basketball and cheerleading programs.

If there are any questions, please call me at the club at 309-346-5437. Thank you for considering this request.

Sincerely,

John Denning
C. P. O.

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

FINANCIAL STATEMENTS

APRIL 30, 2008

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND FINANCIAL STATEMENTS

APRIL 30, 2008

TABLE OF CONTENTS

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

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and City Council
City of Pekin, Illinois

We have audited the accompanying financial statements of the Sewerage Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2008 as listed in the table of contents. These financial statements are the responsibility of the City of Pekin management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

As discussed in Note 1, the financial statements present only the Sewerage Fund and do not purport to, and do not present fairly the financial position of the City of Pekin, Illinois as of April 30, 2008, and the changes in its financial position and cash flows, where applicable, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Sewerage Fund of the City of Pekin, Illinois, as of April 30, 2008, and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Willock Warning & Co, PC

WILLOCK WARNING & CO., P.C.
October 8, 2008

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
STATEMENT OF NET ASSETS
APRIL 30, 2008

ASSETS:

Current assets:

Cash	\$ 179,637
Investments	3,673,487
Accounts receivable	<u>189,293</u>
Total current assets	<u>4,042,417</u>

Non-current assets:

Capital assets:

Land	73,000
Sewer plants and equipment	20,690,282
Less accumulated depreciation	<u>(8,663,036)</u>

Total capital assets (net of accumulated depreciation) 12,100,246

Total assets \$ 16,142,663

LIABILITIES

Current liabilities:

Accounts payable	\$ 222,650
Accrued wages	<u>9,276</u>

Total current liabilities 231,926

NET ASSETS

Invested in capital assets, net of related debt	12,100,246
Unrestricted	<u>3,810,491</u>

Total net assets 15,910,737

Total liabilities and net assets \$ 16,142,663

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

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS

YEAR ENDED APRIL 30, 2008OPERATING REVENUES:

Charges for services:

Wastewater service fees	\$ 2,591,804
Sewer treatment fees	54,713
Sewer connection fees	65,500
Licenses and permits	10,693
Collection fees	52
Total operating revenues	<u>2,722,762</u>

OPERATING EXPENSES:

Sewer operation costs	608,924
Wages and payroll taxes	424,065
Employee benefits	63,512
Professional fees	5,570
Insurance	5,500
Maintenance and repairs	338,061
Billing and collection costs	123,689
Postage, office, and administration	5,248
Bad debts	31,972
Depreciation	584,970
Total operating expenses	<u>2,191,511</u>
Operating income	531,251

NONOPERATING REVENUE (EXPENSE):

Investment income	<u>113,883</u>
Income before transfers	645,134
Transfers to City's General Fund	<u>(143,099)</u>
Change in net assets	502,035

Total net assets, beginning of year	15,344,702
Add back allowance for uncollectible accounts (Note 3)	<u>64,000</u>
Total net assets, end of year	<u>\$ 15,910,737</u>

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

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
STATEMENT OF CASH FLOWS
YEAR ENDED APRIL 30, 2008

Cash flows from operating activities:

Receipts for services and fees	\$ 2,623,829
Payments to vendors and suppliers	(951,000)
Payments for employees and benefits	(424,210)
Net cash provided by operating activities	<u>1,248,619</u>

Cash flows from noncapital financing activities:

Transfer to General Fund	<u>(143,099)</u>
--------------------------	------------------

Cash flows from capital activities:

Purchase of capital assets	<u>(522,300)</u>
----------------------------	------------------

Cash flows from investing activities:

Purchase of investments	(1,060,501)
Interest income	113,883
Net cash used by investing activities	<u>(946,618)</u>

Net decrease in cash	(363,398)
----------------------	-----------

Cash balance, beginning of year	<u>543,035</u>
---------------------------------	----------------

Cash balance, end of year	<u><u>\$ 179,637</u></u>
---------------------------	--------------------------

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

Operating income	\$ 531,251
Adjustments to reconcile operating loss to net cash provided by operating activities:	
Depreciation	584,970
Increase in accounts receivable	(66,961)
Increase in accounts payable	199,504
Decrease in accrued wages	(145)
Total adjustments	<u>717,368</u>
Net cash provided by operating activities	<u><u>\$ 1,248,619</u></u>

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

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2008

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

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

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

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

NOTE 2 - TRANSFER TO GENERAL FUND

The City allocates a portion of its administrative expenses to more accurately reflect costs of sewer operations. City officials have estimated General Fund expenses applicable to the Sewerage Fund to be \$11,925 per month.

NOTE 3 - NET ASSET ADJUSTMENT

In 1990 the City established an allowance for uncollectible accounts based on estimated bad debts at that time.

In 2001 the City contracted its sewer billing services to Illinois-American Water Co. The Water Company uses the direct write-off method for debt debts pursuant to their collection policy. Therefore, the balance of \$64,000 in the allowance for doubtful accounts has been added back to Net Assets as of the beginning of the year.

WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

October 30, 2008

Mayor David Tebben and City Council
City of Pekin
111 South Capitol St.
Pekin, Illinois 61554

Re: Sewerage Fund Audit Report
FYE April 30, 2008

Dear Mayor and Council Members:

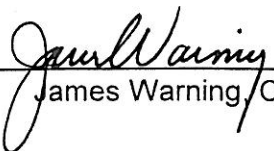
Enclosed for each of you is a copy of the above report. File copies have also been furnished to the officials shown below.

Pursuant to Section 2.01 of Sewer User Ordinance No. 1611 we have, at the same time and as part of the annual audit report, reviewed the adequacy of the sewer user rates. Our comments are contained in the attached letter.

Please contact us if there are questions or comments.

Respectfully,

WILLOCK WARNING & CO., P.C.

by _____
James Warning, CPA

COPY

JW/dl

cc: City Manager
City Corporation Counsel
City Clerk
City Assistant Finance Director
City Treasurer

October 8, 2008

Mayor David Tebben and City Council
City of Pekin
111 South Capitol St.
Pekin, Illinois 61554

Re: Sewer User Rates

Dear Mayor and Council Members:

Section 2.01 of Sewer User Ordinance No. 1611 requires an annual review of the adequacy of the City's sewer user rates at the same time and as a part of the annual audit of the Sewerage Fund financial statements.

COMMENTS ON REVIEW OF RATES

Currently there is one charge to users of the City's sewerage collection and treatment system. The water-based usage charge is \$1.99 per thousand gallons of water used with a minimum \$3.00 per month charge. The usage is based on meter readings furnished by Illinois-American Water Co. The current rate was enacted October 27, 2003. Prior to the revised rate, the City charged users two different rates for the sewerage system's operations and capital improvements. Those rates had not changed in over thirteen years.

The Sewerage Fund Statement of Net Assets at April 30, 2008 reports current assets of \$4,042,417 and current liabilities of \$231,926, resulting in net working capital of \$3,810,491. The Fund's working capital increased \$628,706 from the previous year.

The Fund earned \$502,035 for the year ended April 30, 2008. Included in operating expenses is a depreciation charge of \$584,970 and a nonoperating expense transfer of \$143,099 to the City's General Fund for reimbursement of certain estimated administrative expenses. During the year capitalized additions to fixed assets totaled \$522,300.

Most of the revenue categories decreased from the previous year. Basic user fees decreased \$4,900, treatment and collection fees increased \$9,500, and sewer connection fees and permit income decreased \$8,500. Investment income increased \$100.

Actual operating costs for the year (excluding depreciation and bad debts) increased \$34,900. From 1993 to July 31, 2005 the City contracted the sewer operations to private companies. Since August, 2005 the City has operated and maintained its own wastewater treatment plant, lift stations, and combination sewer overflows.

Page 2

As a result of recent residential developments, additional upgrades of sewer operations have become necessary. The City increased the sewer tap-on fees in 2008 to cover a portion of those upgrade costs. The residential tap-on fee increased from \$400 to \$1,600 and other tap-on fees increased proportionately.

Significant capital improvements to the treatment plant system, as mandated by State and Federal agencies, over the next five years are expected to reach \$30 million. Additional costs to comply with combination sewer regulations over the next twenty years are anticipated to exceed \$40 million.

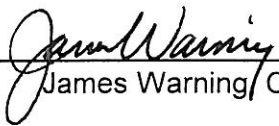
Based on estimated future debt service requirements and continued increases in operating costs, the City should consider adjusting user rates annually or implement a series of increases over specified periods of time.

Attached is a summary of selected financial data for the past ten years.

Please contact us if there are questions on these matters.

Yours truly,

WILLOCK WARNING & CO., P.C.

by  _____
James Warning CPA

JW/dl

Enclosures, as above

cc: City Manager

City Corporation Counsel

City Clerk

Assistant Finance Director

City Treasurer

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
SELECTED FINANCIAL DATA
FOR THE TEN YEARS 1999-2008

Year Ended April 30,	Total Operating Revenues	Service Fees	Other Fees	Investment Income	Total Operating Expenses	Sewer Operating Costs	Maintenance and Repairs	Depreciation	Billing and Collection Costs	Other Costs	Transfer to City General Fund	Additions To Capital Assets	Net Income (Loss)
2008	\$2,722,762	\$2,591,804	\$130,958	\$113,883	\$2,191,511	\$ 608,924	\$ 338,061	\$ 584,970	\$ 123,689	\$ 535,867	\$ 143,099	\$ 522,300	\$502,035
2007	2,727,070	2,596,757	130,313	113,765	2,108,386	683,154	212,408	565,073	129,493	518,258	200,000	192,377	532,449
2006	2,464,639	2,338,119	126,520	29,445	1,890,440	572,654	172,360	578,233	124,082	443,111	100,000	19,415	503,644
2005	2,754,059	2,632,061	121,998	5,470	2,276,659	1,102,770	272,793	575,719	132,322	193,055	100,000	162,258	382,870
2004	2,233,265	2,094,460	138,805	22	2,234,001	1,059,101	161,213	577,144	155,563	280,980	120,000	77,324	(120,714)
2003	1,713,051	1,519,552	193,499	283	2,138,826	1,008,171	236,590	567,353	77,072	250,449	175,000	720,829	(600,492)
2002	1,891,403	1,515,449	375,954	32,734	1,924,447	893,071	221,257	521,443	22,850	265,826	155,000	1,577,033	(130,910)
2001	1,696,013	1,583,380	112,633	117,535	1,914,977	918,446	270,749	459,827	19,824	246,131	242,070	1,473,204	(343,499)
2000	1,890,479	1,690,669	199,810	176,086	2,022,613	1,142,718	216,292	438,780	19,721	205,102	193,000	226,250	(225,048)
1999	1,730,574	1,603,886	126,688	158,628	1,764,014	895,740	215,706	427,939	16,285	224,629	-	232,634	125,188

**DANIEL W. HYNES
COMPTROLLER**

www.icc.state.il.us

RECEIVED

OCT 27 2008

CITY CLERK

October 20, 2008

Sue E. McMillian, Clerk

Pekin City

111 So. Capitol St.

Pekin, IL 61554

Unit Code: 090/070/30

Dear Clerk McMillian:

Annually, the Office of the Comptroller prepares the Fiscal Responsibility Report Card, assessing the overall fiscal health of local governments in the state of Illinois. One component of the Report Card is an individual Data Summary, which details revenue, expenditure, fund balance, and debt information for each unit of government that has submitted an Annual Financial Report (AFR) to the Office of the Comptroller. Additionally, the Data Summary provides averages and medians, allowing local governments to compare their finances to units of government with similar revenue and/or population.

Enclosed is a DRAFT of your local government's Data Summary and a "How to Read A Data Summary" document to help you understand the data contained on your Data Summary. Please review this document carefully to ensure that:

- 1. It reflects the FY 2007 AFR data that your government submitted to the Office of the Comptroller.*
- 2. The FY 2007 AFR data your government submitted to the Office of the Comptroller is free of mathematical and/or data entry errors.*

If you find errors on the enclosed Data Summary, please call the Local Government Assistance Hotline (877/304-3899) or fax (312/814-2986) your corrections to the Local Government Division. CORRECTIONS THAT AFFECT YOUR TOTALS WILL REQUIRE AN AMENDED AFR. Use our Internet program, 'Comptroller Connect', to expedite your amendments by faxing/emailing a request to reopen your AFR online and then logging in and making your amendments.

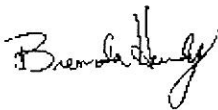
All updated Data Summaries and/or amended AFRs must be submitted to the Office of the Comptroller by FRIDAY, OCTOBER 31, 2008.

**Please DO NOT CONTACT our office if the information presented on your Data Summary
"IS CORRECT."**

The Fiscal Responsibility Report Card and your Individual Data Summary will be available for public viewing January 2009.

If you have any questions or concerns, please contact the Local Government Division at 877/304-3899.

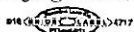
Sincerely,



Brenda Y. Handy

Deputy Director, Local Government Division

Local Government Division
100 West Randolph, Suite 15- 500
Chicago, IL 60601
877/304-3899 (toll free)
312/814-2986 (fax)
email: Locgov@mail.icc.state.il.us



FISCAL YEAR 2007

FISCAL RESPONSIBILITY REPORT CARD

DRAFT DATA SUMMARY

MUNICIPALITIES: Population Greater than 25,000

Local Government Profile

Unit Name: **Pekin City**

Unit Code: **090/070/30** County: **TAZEWELL**

Fiscal Year End: **4/30/2007**

Accounting Method: **Modified Accrual**

Appropriation or Budget: **\$40,570,676**

Equalized Assessed Valuation: **\$399,802,886**

Population: **33,500**

Employees:

Full Time: **199**

Part Time: **106**

Salaries Paid: **\$11,626,324**

Blended Component Units

Fiscal Indicators

General and Special Funds

	<u>Amounts</u>	<u>Averages</u>	<u>Medians</u>
Beginning Fund Balance for FY 07:	\$18,915,575	\$19,624,309	\$15,747,343
Per Capita Beginning Fund Balance:	\$565	\$410	\$353
Revenue Collected During FY 07:	\$27,283,780	\$43,776,261	\$33,743,139
Expenditures During FY 07:	\$26,210,054	\$41,693,625	\$32,321,022
Per Capita Revenue:	\$814	\$864	\$843
Per Capita Expenditures:	\$782	\$828	\$810
Revenues over (under) Expenditures:	\$1,073,726	\$2,082,637	\$1,258,647
Ratio of Fund Balance to Expenditures:	76.16%	52.22%	49.08%
Ending Fund Balance for FY 07:	\$19,961,634	\$19,851,958	\$17,230,538
Per Capita Ending Fund Balance:	\$596	\$415	\$382

Equity

	<u>Amounts</u>	<u>Averages</u>	<u>Medians</u>
Total Reserved Funds:	\$	\$2,615	\$
Total Unreserved Funds:	\$	\$174,519	\$

Net Assets

	<u>Amounts</u>	<u>Averages</u>	<u>Medians</u>
Total Restricted Net Assets:	\$6,111,883	\$10,807,251	\$6,309,815
Total Unrestricted Net Assets:	\$15,983,638	\$8,532,123	\$10,511,256

FISCAL YEAR 2007

FISCAL RESPONSIBILITY REPORT CARD

DRAFT DATA SUMMARY

Debt

	<u>Amounts</u>	<u>Averages</u>	<u>Medians</u>
Outstanding Debt for FY 07:	\$5,493,597	\$65,187,234	\$41,290,999
Per Capita Debt:	\$164	\$1,254	\$972
General Obligation Debt over EAV:	1.30%	3.98%	3.16%

Enterprise Funds

	<u>Amounts</u>	<u>Averages</u>	<u>Medians</u>
Beginning Retained Earnings for FY 07:	\$18,208,046	\$61,172,549	\$39,284,117
Per Capita Beginning Retained Earnings for FY 07:	\$544	\$1,178	\$1,002
Revenue Collected During FY 07:	\$4,680,445	\$15,905,687	\$9,313,623
Expenditures During FY 07:	\$3,732,669	\$14,621,993	\$9,019,431
Per Capita Revenue:	\$140	\$302	\$249
Per Capita Expenditures:	\$111	\$276	\$231
Operating Income (loss):	\$947,776	\$1,283,693	\$908,028
Ratio of Retained Earnings to Expenditures:	507.84%	487.27%	432.76%
Ending Retained Earnings for FY 07:	\$18,955,822	\$64,024,703	\$41,407,056
Per Capita Ending Retained Earnings:	\$566	\$1,244	\$998



How to Read a Local Government Data Summary

Pursuant to the Fiscal Responsibility Report Card Act (35 ILCS 200/30-30 and 200/30-31), the Comptroller has prepared a FY 2007 Individual Data Summary for each local government that submitted an acceptable Annual Financial Report by October 31, 2008. Each individual Data Summary is divided into two sections – the Local Government Profile and Fiscal Indicators.

The top line under the heading indicates the type and dataset in which the individual government is being compared. Following is a list of government types and data sub-sets in which the types are compared.

GOVERNMENT TYPE: Type of government (county, municipality, township, or special purpose district).

DATA SUB-SETS:

County Sub-sets: Counties have been ranked into three sub-sets as follows:

- Small Population under 10,000
- Medium Population between 10,000 and 275,000
- Large Population over 275,000

Municipal Sub-sets: Municipalities have been ranked into three sub-sets as follows:

- Small Populations under 1,000
- Medium Population between 1000 - 25,000
- Large Population over 25,000

Township and Special Purpose Sub-sets: Townships and Special Purpose Districts have been ranked into two sub-sets by total revenues:

- Small Units with total revenues under \$850,000
- Large Units with total revenues over \$850,000

The **Local Government Profile** contains basic information about the local government for which the Individual Data Summary has been prepared. This section includes information from the Comptroller's local government database and the local government's Annual Financial Report. The following is an explanation of each element included in the Local Government Profile.

UNIT NAME: The legal name of the government.

UNIT CODE: The unique identification number assigned to each local government by the Office of the Comptroller.

COUNTY: The County in which all or the majority part of the local government is contained.

FISCAL YEAR END: The local government's fiscal year end date.

ACCOUNTING METHOD: Indicates whether the government uses cash or modified accrual accounting. Governments that have proprietary funds use both methods of accounting.

APPROPRIATION/BUDGET: The amount of money the local government can spend during the fiscal year according to its appropriation or budget ordinance. (If a local government fails to pass an appropriation or budget ordinance, they are instructed to report their expenditures for this question on the Annual Financial Report.)

EQUALIZED ASSESSED VALUATION (EAV): The result of applying the state equalization factor to the assessed value of all property within the governmental unit's boundaries.

POPULATION: Each government is required to report an estimated population. If a local government failed to do so, the most current U.S. Census Bureau figure was used for municipalities and counties; and the Township Officials of Illinois' figures were used for townships. If a special government failed to report its population, a figure could not be included in the Data Summary as there is no reliable reference data available for special governments.

EMPLOYEES: The number of people paid as employees by the local government, i.e., those who receive federal W-2 tax forms from the local government.

SALARIES PAID: The total amount paid to all full-time and part-time employees reported.

BLENDED COMPONENT UNITS: Lists the names and number of dependent governmental units for which elected officials of the primary government are financially accountable. Financial data from blended component units is combined with that of the primary government.

The **Fiscal Indicators** section lists a series of financial "indicators" or measurements designed to assess the basic fiscal position of each unit of government. The data on each individual Data Summary is listed as it was reported to the Comptroller by the local government. Figures used to calculate the averages and medians are those reported by the local governments for each specific measurement included. The Fiscal Indicators are divided into three distinct groupings. An explanation of each grouping and indicator is listed below.

➤ **FISCAL INDICATOR COLUMNS:**

AMOUNTS: The figures for all indicators are represented in whole dollars and exactly as they were reported to the Office of the Comptroller by the local government.

AVERAGES: Sum of values for each indicator divided by the number of governments in the named set. Averages are calculated by data category and sub set of local government.

MEDIANS: The value representing the point at which there are as many values above as there are below. The median has been calculated by data category and sub-set of local government.

➤ **GENERAL AND SPECIAL FUNDS GROUPING:** The general fund is used to account for all financial resources except those required to be accounted for in another fund. Special Funds are legally restricted funds used to pay for specified purposes. Special funds also include the general funds of all blended component units. These two funds indicate the majority of stable operating funds for local governments.

RESOLUTION No. 59-08/09

PEKIN, ILLINOIS, November 10, 2008

RESOLUTION BY COMMISSIONER _____

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

the Mayor's re-appointment of Donald Hild and Jerald Hall to the Riverway

Business Park Review Committee for a term to November 23, 2011 are hereby approved.

220 Maple Park Drive

1800 Riverway Drive

Pekin, Illinois

Pekin, Illinois

346-3798

347-1221



SIGNED BY _____

MAYOR.

RIVERWAY BUSINESS PARK REVIEW COMMITTEE

DONALD HILD	TERM ENDS NOVEMBER 23, 2008
PEKIN PLANNING COMMISSION	
220 MAPLE PARK DRIVE	
676-6063 fax	
346-3798 home	
hild4@famid.com	
JERALD HALL	TERM ENDS NOVEMBER 23, 2008
EXCALIBUR SEASONING	
1800 RIVERWAY DRIVE	
347-1221	
STEVE BROWN	TERM ENDS NOVEMBER 23, 2009
111 SOUTH CAPITOL STREET	
477-2300	
slbrown@ci.pekin.il.us	
DENNIS KIEF	TERM ENDS NOVEMBER 23, 2009
111 SOUTH CAPITOL STREET	
477-2300	
dkeif@ci.pekin.il.us	
SERGIO BECERRA	TERM ENDS NOVEMBER 23, 2010
HANNA STEEL CORPORATION	
220 HANNA DRIVE	
478-3838 work	
sbecerra@hannasteel.com	
JOSEPH WUELLNER.....	TERM ENDS NOVEMBER 23, 2010
111 SOUTH CAPITOL STREET	
477-2300	
jwuellner@ci.pekin.il.us	
PAUL DESJARDINS	TERM ENDS NOVEMBER 23, 2010
AMERHART	
1810 RIVERWAY DRIVE	
347-1133 fax	
paul.desjardins@amerhart.com	

RESOLUTION No. _____

October 27

2008

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

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

the Mayor's, as Local Liquor Commissioner's appointment of Officer Rick Von Rohr
to serve as Deputy Liquor Commissioner is hereby approved.



SIGNED BY _____

MAYOR.

RESOLUTION NO. 61-08/09

**RESOLUTION ESTABLISHING A TIME AND PLACE
FOR A PUBLIC HEARING TO CONSIDER THE PROPOSED 2008
AMENDMENT TO THE TIF REDEVELOPMENT PLAN AND PROJECT FOR
THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT AREA**

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

That the City of Pekin, Illinois hereby establishes _____, 2008, at
_____ p.m. at Pekin City Hall as the time and place for the Public Hearing to
consider the adoption of the 2008 Amendment to the Tax Increment Finance Re-
development Plan and Project for the Central Business District Redevelopment
Project Area.

PASSED THIS _____ DAY OF _____, 2008

AYES:	_____
NAYS:	_____
ABSTENSIONS:	_____
ABSENT:	_____

APPROVED:

R. David Tebben, Mayor

RESOLUTION NO. 61-08/09

**A RESOLUTION SETTING A PUBLIC HEARING REGARDING THE
AMENDMENT TO THE TIF REDEVELOPMENT PLAN AND PROJECT**

WHEREAS, the City adopted Ordinance 1587 establishing an area known as the City of Pekin Tax Increment Financing District Plan and Project Area No. 1 – Central Business District (the “Redevelopment Project Area”) in the City (the “Redevelopment Act”, pursuant to 65 ILCS 5/11-74.1-1 et seq., the “Tax Increment Allocation Redevelopment Act” (hereinafter referred to as the “Act”); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a redevelopment plan (hereinafter referred to as the “Redevelopment Plan”) pertaining to the redevelopment of the Redevelopment Project Area; and

WHEREAS, since 1986 when the TIF District No. 1 was established, progress has been made with respect to economic growth in this area of the City, much remains to be done, and the original Redevelopment Plan needs to be revised to reflect implementation experience to date and to extend the legislative approved estimated date of completion; and

WHEREAS, the Act requires that the City conduct a public hearing regarding the proposed amendment of the Redevelopment Plan and Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin that the City Council shall conduct a public hearing on January 12, 2009 at 5:30pm in the Council Chambers on the issue of the proposed amendment to the Redevelopment Plan and Redevelopment Project to extend the estimated date of completion; and

BE IT FURTHER RESOLVED that City Clerk is hereby authorized and directed to provide notice of the public hearing as required by the Act; and

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage.

ADOPTED AND APPROVED by the City Council of the City of Pekin, Illinois, at its regular meeting held on this 10 day of November, 2008.

MAYOR

ATTEST:

CITY CLERK

**NOTICE OF AVAILABILITY OF THE PROPOSED
2008 AMENDMENT TO THE TAX INCREMENT FINANCING
(TIF) REDEVELOPMENT PLAN AND PROJECT FOR
THE CENTRAL BUSINESS DISTRICT
REDEVELOPMENT PROJECT AREA**

Dated May 15, 2008

City of Pekin, Illinois

This serves as a notice to any interested party of the availability of the above-described document (Redevelopment Plan Amendment). A copy of the Redevelopment Plan Amendment is available for public inspection at the office of the City Clerk, located at City Hall, 111 South Capitol Street, Pekin, Illinois 60554.

A public hearing will be held on the Redevelopment Plan Amendment. Further notices will be provided on the date, time and place for the public hearing.

Posted By: Sue^W. McMillan
Sue McMillan, City Clerk

Date: October 27, 2008

Note: Post this notice where the City normally posts notices at City Hall.

Schedule for Adopting 2008 Plan Amendment
CBD Redevelopment Project Area
City of Pekin

Action No.	Target Completion Date	Action Complete	Activity
1.	5/15/2008	✓	Complete draft of Redevelopment Plan Amendment (for staff review)
2.	10/27/2008	✓	File Redevelopment Plan Amendment with City Clerk's office and keep available for public inspection (<i>at least 10 days prior to Action Item No. 3</i>).
3.	11/10/2008		City Council resolution establishing public hearing date & place.
4.	11/11/2008		Send notice of public hearing to all affected taxing bodies and DCEO via <u>certified mail</u> (<i>include 1 copy each of the Plans, resolution and notice of JRB meeting to JRB members... just notice of public hearing, copy of Plan and resolution to non-JRB taxing districts</i>).
5.	11/12/2008		Send notice of availability of Plan Amendment to all parties registered on the IPR and to all residential addresses within 750 feet of the boundaries of the TIF Area (including Additional Area).
6.	12/4/2008		Joint Review Board (JRB) meeting and review of Redevelopment Plan Amendment and draft ordinance (<i>at least 14 days from Action No. 4 but not more than 28 days</i>).
7.	NST 12/4/08 NLT 1/5/09		Report of Joint Review Board (<i>not more than 30 days from convening of the JRB</i>).
8.	12/17/2008		First publication on notice of public hearing (<i>not more than 30 days before public hearing</i>).
9.	12/30/2008		Notice of Public Hearing by certified mail to property owners ¹ in TIF Area (includes Additional Area; <i>not less than 10 days before public hearing</i>).
10.	12/30/2008		Second publication on notice of public hearing (<i>not less than 10 days before public hearing</i>).
11.	1/12/2009		Public hearing held (<i>not less than 45 days from Action No. 9</i>).
12.	NST 1/26/09 NLT 4/10/09		City Council introduces amending ordinance (<i>not less than 14 days or more than 90 days from the close of the public hearing</i>).

¹ Person(s) in whose name property taxes were paid.

NOTE: Dates may be altered so long as statutory requirements are satisfied.

NST = No sooner than

NLT = No later than

2008 Amendment to the TIF Redevelopment Plan and Project

.....
CENTRAL BUSINESS DISTRICT
REDEVELOPMENT PROJECT AREA
.....

Prepared for
City of Pekin, Illinois

Prepared by
PGAVURBANCONSULTING

May 15, 2008

City of Pekin, Illinois

Mayor

David Tebben

City Council

John Abel
Sue Ann Kortkamp
Tom Blanchard
Barbara Strand
James Jones
Rusty Dunn

City Clerk

Sue McMillan

City Manager

Dennis Kief

TABLE OF CONTENTS

	PAGE
SECTION I	
INTRODUCTION	1
SECTION II	
REVISED REDEVELOPMENT PLAN AND PROJECT	3
A. Introduction	3
B. General Land Uses to Apply	3
C. Objectives	5
D. Program to be Undertaken to Accomplish Objectives	5
E. Redevelopment Project.....	6
F. Estimated Redevelopment Project Costs	7
G. Description of Redevelopment Project Costs	8
SECTION III	
OTHER FINDINGS AND REQUIREMENTS	17
A. Conformance with Comprehensive Plan.....	17
B. Would Not be Developed "but for" TIF	17
C. Assessment of Financial Impact	17
D. Estimated Date for Completion of the Redevelopment Project.....	18
E. Sources of Funds.....	18
F. Nature and Term of Obligations.....	18
G. Fair Employment Practices and Affirmative Action	19
H. Reviewing and Amending the TIF Plan.....	19
EXHIBITS	
A – General Land Use Plan	4
B – Estimated Redevelopment Project Costs	9

SECTION I

INTRODUCTION

On November 11, 1986 the City Council of the City of Pekin adopted ordinances 1587, 1588, 1589, and 1590 approving a Redevelopment Plan and Project (the "Plan") for an area designated as the Central Business District Redevelopment Project Area (the "Project Area") and adopted tax increment financing for said Area. This was accomplished pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. (the "Act"). The Plan and Project Area boundaries have been amended from time to time in accordance with the provisions of the Act, including adding and removing certain properties from the Project Area.

Since 1986, when TIF District No. 1 was established, progress has been made with respect to economic growth and community improvement in this area of the City. However, much remains to be done and the originally adopted Redevelopment Plan and Project needs to be revised to reflect implementation experience to date and to bring it into compliance with the TIF Act.

With the support of all affected taxing districts, the City has secured legislative approval from the Illinois General Assembly to extend the estimated term of the Plan by up to 12 years via House Bill 1519. This legislation was signed into law as Public Act 93-0747, which became effective July 15, 2004.

While the authorization from the State to extend the Redevelopment Plan and Project has been accomplished, the City still needs to officially amend the Plan to extend the estimated date of completion. This change is incorporated in this 2008 Amendment to the TIF Redevelopment Plan and Project for the Central Business District Redevelopment Project Area (referred to herein as the "2008 Plan Amendment"), which also

- updates the redevelopment program based on implementation experience, the extended term of the Plan, and additional planned projects within the Project Area;
- updates estimated redevelopment project costs, including new redevelopment cost line items as necessary; and
- brings the Plan up to date with the "redevelopment plan" requirements as defined in Section 11-74.4-3(n) of the Act.

The following sections of this report present a revised Redevelopment Plan and Project. Also included with this 2008 Plan Amendment are other provisions to comply with the current requirements of the Act. It is not the purpose of this Plan Amendment to alter the current boundaries of the TIF. Also, it should be noted that the proposed amendment, relating to the extended term of the TIF program, is limited to the property tax portion of the TIF Program. The sales tax portion of the TIF program operates pursuant to separate provisions of the TIF Act and will expire in 2013.

SECTION II

REVISED REDEVELOPMENT PLAN AND PROJECT

A. Introduction

This Section and the following Section III constitutes an amendment to the original 1986 Redevelopment Plan and Project for Pekin's Central Business District TIF Redevelopment Project Area. A **Redevelopment Plan** is defined in the TIF Act as the "comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area." The term **Redevelopment Project** means "any public and private development project in furtherance of the objectives of a redevelopment plan."

B. General Land Uses to Apply

Exhibit A, General Land Use Plan illustrates an updated plan for the Central Redevelopment Project Area. The bulk of the Project Area is composed of commercial uses which are not expected to change use. There are many vacant industrial land uses along the riverfront, such as abandoned grain silos, which would be appropriate targets for redevelopment. Future land use along the riverfront would incorporate a mix of uses, including parks and recreation, public/institutional, multifamily residential, and small retail commercial uses. This approach to land use planning is consistent with one of the key objectives of the 2008 Plan Amendment to induce investment by private enterprise in the City of Pekin. All redevelopment projects shall be subject to the provisions of the City of Pekin's zoning ordinance and other applicable codes as may be in existence and that may be amended from time-to-time.



LEGEND

- Redevelopment Project Area Boundary
- Multi-Family Residential
- Commercial
- Public
- Downtown Riverfront (Mixed-Use)
- Parks & Recreation

Exhibit B
General Land Use Plan
 City of Pekin, Illinois



MAY 2008

PGAVURBANCONSULTING

C. Objectives

The objectives of this revised Redevelopment Plan are:

1. Reduce or eliminate those conditions that qualify the Redevelopment Project Area as eligible for tax increment financing by carrying out the Redevelopment Plan including property assembly, demolition of existing buildings, construction of new buildings, and site improvements.
2. Prevent the recurrence of blighting conditions by implementing actions outlined herein.
3. Enhance the real estate tax base for the City and all other taxing districts that extend into the Redevelopment Project Area through the implementation and completion of the activities identified herein.
4. Encourage and assist private investment, redevelopment and rehabilitation within the Redevelopment Project Area through the provision of financial assistance for new development as permitted by the Act.
5. Improve the overall environment of the Area, including public safety and security measures, so as to encourage new investment wherever possible in a manner that is compatible with surrounding land uses.
6. Provide for safe and efficient traffic circulation, facilitate effective emergency response time and accessibility, and general access within the Redevelopment Area.
7. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

D. Program to be Undertaken to Accomplish Objectives

The City of Pekin has determined that it is appropriate to continue its program to provide limited financial incentives for private investment within the Redevelopment Project Area. It has been determined, through private & public project implementation experience, that tax increment financing constitutes one of the most effective means available for enabling the redevelopment and conservation within the Area. This portion of the community, the City as a whole, and all other local taxing bodies will benefit from the

implementation of this Redevelopment Plan. The City will incorporate appropriate provisions within any redevelopment agreement entered into between the City and private parties to assure that redevelopment projects make progress towards achieving the objectives stated herein.

E. Redevelopment Project

To achieve the objectives proposed in the Plan, multiple Redevelopment Projects will be undertaken. A Redevelopment Project involves a combination of private investment, as well as public investment, to help overcome the extraordinary costs associated with redevelopment. Activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

Rehabilitation of existing properties and new construction of private buildings at various locations in the Project Area.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment. These may include, but are not limited to: street and sidewalk improvements, land assembly and site preparation, public utilities (e.g., water, sanitary and storm sewer facilities), traffic signalization, marketing of properties, as well as other programs of financial assistance, as may be provided by the City.

3. Land Assembly, Displacement Certificate & Relocation Assistance:

In order to achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary in order to attract private development interest. Therefore, any property located within the Redevelopment Project Area may be acquired by the City, as necessary, to assemble various parcels of land to achieve marketable tracts, or if such property is necessary for the implementation of a specific public or private redevelopment project. This may include the displacement of inhabited housing units located in the Project Area (see below).

Displacement Certificate:

Under Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Act, the City hereby certifies that this Redevelopment Plan will not result in the displacement of ten (10) or more inhabited residential units.

Relocation Assistance:

In the event that households of low-income or very low-income persons inhabit any residential housing units where relocation of the occupants is required, relocation assistance will be provided to such persons. Affordable housing and relocation assistance shall not be less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the eligibility criteria. Affordable housing may be either in existing or newly constructed buildings. For purposes of this requirement in the TIF Act, "low-income households", "very low-income households" and "affordable housing" have the meanings set forth in the Illinois Affordable Housing Act.

F. Estimate of Redevelopment Project Costs

The estimated costs associated with the eligible public redevelopment activities are presented in **Exhibit B** entitled **Estimated Redevelopment Project Costs**. This estimate includes reasonable or necessary costs incurred, or estimated to be incurred, in the implementation of this Redevelopment Plan and Project starting in City fiscal year (FY) 2009 through FY 2021. These estimated costs are expressed in 2008 dollars and are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Redevelopment Plan.

The itemized list of project costs in **Exhibit B** include some of the same categories of estimated costs in the 1986 Plan, although some of the categories have been added and/or clarified to more accurately reflect the statutory definition and actual implementation experience. Note that unless otherwise funded from other sources, payment of any project cost will be limited to that which can be funded by the incremental revenues generated within the Downtown TIF Area.

G. Description of Redevelopment Project Costs

Costs that may be incurred by the City in implementing the Redevelopment Plan may include project costs and expenses as itemized in **Exhibit B**, subject to the definition of "redevelopment project cost" as contained in the TIF Act, and the "Contingency" line item may include any other costs that are eligible under said definition. Itemized below is the statutory listing of "redevelopment project costs" currently permitted by the Act [bold typeface added for emphasis]:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years.

In addition, "redevelopment project costs" shall not include lobbying expenses. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

Exhibit B

**ESTIMATED REDEVELOPMENT PROJECT COSTS
(FY 2009 - FY 2021)
2008 Central Business District Amendment
City of Pekin, Illinois**

Description	Estimated Cost
A. Public Works or Improvements <i>(Improvement of streets, curb and gutters, sidewalks, utilities, and other public improvements)</i>	\$6,000,000
B. Property Assembly Costs <i>(Acquisition of land and other property, building demolition and site preparation)</i>	\$4,000,000
C. Building Rehabilitation/Remodeling	\$2,000,000
D. Relocation Costs	\$500,000
F. Job Training	\$100,000
H. Interest Costs Incurred by Developers <i>(Up to 30% reimbursement of annual interest costs)</i>	\$1,000,000
I. Planning, Legal & Professional Services	\$500,000
J. General Administration	\$100,000
K. Financing Costs	See Note 3
L. Outstanding Debt Service (FY 09 - FY 13)	2,200,000
M. Contingency	\$1,000,000
Total Estimated Costs	\$17,400,000

Notes:

1. All costs shown are in 2008 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph (7.5). By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n);
9. **Payment in lieu of taxes** [see Sec. 11-74.4-3 (m) of the Act];
10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs
 - (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and
 - (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;
11. **Interest cost incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - (A) such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;

- (B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
- (C) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
- (D) the total of such interest payments paid pursuant to this Act may not exceed 30% of the total
 - (i) cost paid or incurred by the redeveloper for the redevelopment project plus
 - (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act; and
- (E) the cost limits set forth in subparagraphs (B) and (D) of paragraph (11) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act. The percentage of 75% shall be substituted for 30% in subparagraphs (B) and (D) of paragraph (11).
- (F) Instead of the eligible costs provided by subparagraphs (B) and (D) of paragraph (11), as modified by this subparagraph, and notwithstanding any other provisions of this Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under this Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing.

The eligible costs provided under this subparagraph (F) of paragraph (11) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (F) of paragraph (11). The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (F) of paragraph (11) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property.

For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later.

12. Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.
13. After November 1, 1999 (the effective date of Public Act 91-478), **none of the redevelopment project costs** enumerated in this subsection **shall be eligible** redevelopment project costs **if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.**

For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

assessed value) of real property in the Area and, b) increases on sales taxes within the Area. These monies may be used to repay private or public sources for the expenditure of funds made as Redevelopment Project Costs for applicable public or private redevelopment activities noted above, or may be used to amortize Tax Increment Revenue obligations, issued pursuant to this Redevelopment Plan, for a term not to exceed the expiration date of this TIF Program, bearing an annual interest rate as permitted by law.

Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution annually to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the project. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan. The City may utilize revenues from any other source, including City, State, or Federal funds, or tax increment revenues from this Project or adjoining TIF areas to pay for the costs of completing this Project.

G. Fair Employment Practices and Affirmative Action

The City of Pekin will ensure that all private and public redevelopment activities are constructed in accordance with fair employment practices and affirmative action by any and all recipients of Tax Increment Financing assistance. Furthermore, the City of Pekin will require compliance with its prevailing wage ordinance in effect at the time TIF eligible redevelopment project costs are incurred.

H. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq. Also, the City shall adhere to all reporting requirements and other statutory provisions.



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Parkway Drainage Change Order #1

AGENDA DATE REQUESTED: November 10, 2008

ACTION REQUESTED: Approve change order to PIPCO for changes in project.

BACKGROUND: This project was started a few months ago and as it moved closer to the work on Parkway and the two side streets it was discovered that there were conflicts with the existing utilities. All existing utilities that are shown have been potholed and verified. While drawings show the locations of utility lines, they do not show the depths which have to be field verified during construction. Due to the number of lines and their locations it was necessary to change the location and grade of a few new manholes and storm lines. The cost to do this work is \$49,455.12 and will extend the project until the end of November.

FINANCIAL IMPACT: \$49,455.12 – project was well under the original budget estimate and with this additional cost it is still below what was budgeted.

NEIGHBORHOOD CONCERNS: Project will stop the flooding on Parkway during heavy rains.

IMPACT IF APPROVED: Project moves forward and is completed this fall.

IMPACT IF DENIED: Project will have to be stopped since it cannot be installed per the original design.

ALTERNATIVES: None at this point of construction.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph D. Hall 11/3/08
Date

Finance Department

Angela Evans 11-3-08
(Certification of Availability of Funds) Date

Corporation Counsel

SLD 11-5-08
(Certification of Review) Date

City Manager

Date



1409 W. Altorfer Dr.
Peoria, IL 61615
Ph: (309)692-4060

Change Request

To: Karen Dvorsky
STS Consultants
111 NE Jefferson
Peoria, IL 61602
Ph: (309)676-8464

Number: 1 Revised
Date: 11/5/08
Job: S-8PDI0 Pekin Drainage Improvement
Phone:

Description: Changes for Existing Utility Conflicts

We are pleased to offer the following specifications and pricing to make the following changes:
Changes in pipe size and depth due to conflicts with existing utilities.

Description			Price
Material			\$15,110.32
Labor			\$17,392.56
Equipment			\$9,942.00
		Subtotal:	\$42,444.88
	Overhead & Profit	\$42,444.88 15.00%	\$6,366.73
		Total:	\$48,811.61

Please note that --The PIPCO Companies Ltd.-- will require an extra 20 days.

If you have any questions, please contact me at (309)692-4060.

Submitted by: Kim Freitag
The Pipco Companies, Ltd.

Approved by: _____
Date: _____

Cc:



PROPOSED CHANGE ORDER SUMMARY

PROJECT Parkway Drainage
LOCATION Pekin

PCO # 1

PROPOSAL RQST. NO.

DATE 10/30/2008

MATERIAL :

MATERIAL COST : = \$ 15,669.89

SALES TAX @ 8.000 % = \$

TOTAL MATERIAL COST : = \$ 15,669.89

INSTALLATION:

Operating Engineer ST	144 @ \$ 58.70	= \$ 8,452.80
Operating Engineer OT	@ \$	= \$ -
Laborer Foreman ST	72 @ \$ 63.59	= \$ 4,578.48
Laborer Foreman OT	@ \$	= \$ -
Laborer Journeyman	88 @ \$ 49.56	= \$ 4,361.28
	@ \$	= \$ -

SUBTOTAL : = \$ 17,392.56

DRAYAGE @ 5% of LABOR : = \$

QC & TESTING @ 5% of LABOR : = \$

WAREHOUSE MAN @ 3% of LABOR : = \$

TOTAL INSTALLATION COST : = \$ 17,392.56

EQUIPMENT CHARGES:

	DAYS	HOURS	
RTH		72 @ \$ 46.00	hr = \$ 3,312.00
Trac Hoe		8 @ \$ 75.00	hr = \$ 600.00
Wheeled Excavator		64 @ \$ 70.00	hr = \$ 4,480.00
Manhole Box		1 @ \$ 175.00	hr = \$ 175.00
Trench Box		5 @ \$ 275.00	hr = \$ 1,375.00
		@ \$	hr = \$ -
		@ \$	hr = \$ -
		@ \$	hr = \$ -
		@ \$	hr = \$ -

EQUIPMENT SUBTOTAL : = \$ 9,942.00

EQUIPMENT M/S (5 %) : = \$

EQUIPMENT TOTAL : = \$ 9,942.00

JOB EXPENSES:

PROJECT MANAGER	@	/HR = \$ -
DRAFTING/DETAILING	@	/HR = \$ -
OFFICE TRAILERS	@	/HR = \$ -
MATERIAL STORAGE TRAILERS	@	/HR = \$ -
FABRICATION (FOREMAN)	@	/HR = \$ -
OFFICE SUPERVISION	@	/HR = \$ -
FIELD SUPERINTENDENT	@	/HR = \$ -
FIELD FOREMAN	@	/HR = \$ -
Shop Delivery	@	/HR = \$ -
	@	/HR = \$ -

JOB EXPENSE TOTAL : = \$ -

SUBTOTAL : = \$ 43,004.45

OVERHEAD & PROFIT (15%) : = \$ 6,450.67

TOTAL JOB COST : = \$ 49,455.12

SUBCONTRACTS:

ENGINEERING	= \$
ELECTRICAL	= \$
EXCAVATION	= \$
INSULATION	= \$
PAINTING	= \$
TEMPERATURE CONT/INSTR.	= \$
	= \$
	= \$
	= \$

SUBCONTRACTOR SUBTOTAL : = \$ -

SUBCONTRACTOR HANDLING FEE (5%) : = \$ -

PERFORMANCE BOND : = \$ (1 %)

INSURANCE : = \$ (2 %)

TOTAL PRICE FOR THIS CHANGE : = \$ 49,455.12

Parkway Drainage Improvements

PCO 1

Correct Existing Utility Conflicts

Base Bid @ Timber

New Material

30" RCCP Elliptical Pipe	48 lf	@ \$ 93.40 =	\$ 4,483.20
24" RCCP CL III Pipe	131 lf	@ \$ 13.00 =	\$ 1,703.00
16" PVC C900 Pipe	80 lf	@ \$ 18.50 =	\$ 1,480.00
24" RCCP CLIV Pipe	128 lf	@ \$ 14.85 =	\$ 1,900.80
30" RCCP CL III Pipe	184 lf	@ \$ 19.55 =	\$ 3,597.20
12" RCCP CLIV Pipe	12 lf	@ \$ 8.07 =	\$ 96.84
MH # 9	1 ea	@ \$2,160 =	\$ 2,160.00
MH # 12	1 ea	@ \$ 847 =	\$ 847.00
MH # 13	1 ea	@ \$ 885 =	\$ 855.00
Restocking for RCCP Pipe	1 ea	@ \$ LOT =	\$ 2,322.79
Flowable Fill	41 cy	@ \$ 40.00 =	\$ 1,640.00
		Add	\$21,085.04

Original Material

30" RCCP CL III Pipe	216 lf	@ \$ 19.55 =	\$ 4,222.80
24" RCCP CL IV Pipe	165 lf	@ \$ 14.85 =	\$ 2,450.25
24" RCCP CL III Pipe	131 lf	@ \$ 13.00 =	\$ 1,703.00
12" RCCP CL IV Pipe	22 lf	@ \$ 6.05 =	\$ 133.10
		Credit	(\$ 8,509.15)

Material Add \$12,575.89

Parkway Drainage Improvements

PCO 1

Correct Existing Utility Conflicts

Alt Bid @ Autumn

New Material

12" RCCP CLIV Pipe	89 lf	@ \$ 8.07 =	\$ 718.23
12" PVC C 900 Pipe	125 lf	@ \$ 22.40 =	\$ 2,800.00
MH # 6	1 ea	@ \$ 325.00 =	\$ 325.00
MH # 7	1 ea	@ \$ 435.00 =	\$ 435.00
Restocking for RCCP Pipe	1 ea	@ \$ LOT =	\$ 314.60
Flowable Fill	-6 cy	@ \$ 40.00 =	\$ (240.00)
		Add	\$ 4,352.83

Original Material

12" RCCP CL IV Pipe	208 lf	@ \$ 6.05 =	<u>\$ 1,258.40</u>
		Credit	(\$ 1,258.40)

Material Add \$ 3,094.00

Net Material Add \$ 15,669.89

Parkway Drainage Improvements

PCO 1

Correct Existing Utility Conflicts

Base Bid @ Timber & Alt @ Autumn

New Labor

Laborer (Foreman)	144 Hrs	@ \$ 63.59 =	\$ 9,156.96
Laborer (Journeyman)	160 Hrs	@ \$ 49.56 =	\$ 7,926.60
Operating Engineer	288 Hrs	@ \$ 58.70 =	\$16,905.60
Trac Excavator	32 Hrs	@ \$ 75.00 =	\$ 2,400.00
RTH	168 Hrs	@ \$ 46.00 =	\$ 7,728.00
Wheeled Excavator	88 Hrs	@ \$ 70.00 =	\$ 6,160.00
MH Box	3 Days	@ \$ 175.00 =	\$ 525.00
Trench Box	10 Days	@ \$ 275.00 =	<u>\$ 2,750.00</u>
		Add	\$53,555.16

Original Labor

Laborer (Foreman)	72 Hrs	@ \$ 63.59 =	\$ 4,578.48
Laborer (Journeyman)	72 Hrs	@ \$ 49.56 =	\$ 3,568.32
Operating Engineer	144 Hrs	@ \$ 58.70 =	\$ 8,452.80
Trac Excavator	24 Hrs	@ \$ 75.00 =	\$ 1,800.00
RTH	96 Hrs	@ \$ 46.00 =	\$ 4,416.00
Wheeled Excavator	24 Hrs	@ \$ 70.00 =	\$ 1,680.00
MH Box	2 Days	@ \$ 175.00 =	\$ 350.00
Trench Box	5 Days	@ \$ 275.00 =	<u>\$ 1,375.00</u>
		Credit	(\$26,220.60)

Labor& Equipment Add \$ 27,334.56



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Agreement with Illinois Central Railroad (Canadian National) for Hanna Dr. Crossing

AGENDA DATE REQUESTED: November 10, 2008

ACTION REQUESTED: Approve the agreement for the construction of the rail crossing for the extension of Hanna Dr.

BACKGROUND: We have been working with the Canadian National Railroad for a crossing to extend Hanna Dr. for over two years and everything is finally coming together thanks to an ICC order. However we are under a time constraint of having this project awarded and a Notice to Proceed issued by December 19, 2008 to avoid losing the grant money. In order to meet this deadline, this agreement must be completed and sent to the US Dept. of Commerce, Economic Development Agency (EDA) as soon as possible. The cost of this agreement will be about \$250,000 as it will be the cost to install the crossing, signals, and all appurtenances that go with a crossing that have to be installed by the railroad. There is a good possibility that the actual agreement will not be here in time for this meeting but I am requesting that you approve the agreement subject to a review by the staff and legal for the mayor's signature.

FINANCIAL IMPACT: Money for the project is included in the budget.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Project go move forward and go out for bids.

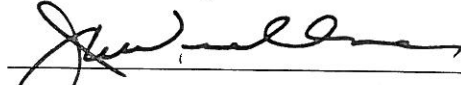
IMPACT IF DENIED: Project will be cancelled due to loss of grant funding and unavailability of city funding for the entire project.

ALTERNATIVES: Cancel project or build entirely with city funds.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

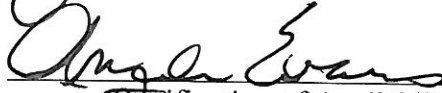
Department Director



10/31/08

Date

Finance Department

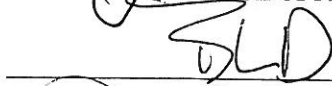


10-31-08

(Certification of Availability of Funds)

Date

Corporation Counsel

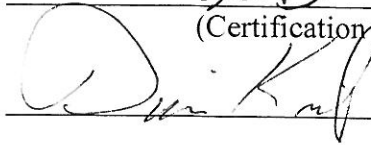


11/5/08

(Certification of Review)

Date

City Manager



11/5/08

Date



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Amendment to Agreement with STS for Phase I Study – Veterans Drive North

AGENDA DATE REQUESTED: November 10, 2008

ACTION REQUESTED: Approve amendment to the agreement with STS for the Phase I Study.

BACKGROUND: Phase I design for the northern section of Veterans Drive commenced 4 years ago with \$500,000 in funding from Congressman LaHood. The project has been near completion for about the last 2 years but due to changing personnel within IDOT and FHWA the review process has been extended. The last of the reviews was held in September at FHWA for the Merger Meeting. During this meeting additional information was requested as they did not agree with the routes we offered as preferred. The design has to be resubmitted with additional justifications and environmental studies on a third route. This amendment will cover the cost to complete this change. We are confident that a successful presentation will be made in February 2009 and we can move to the selection of the final alignment in early 2009 to allow construction in late 09 or 10.

FINANCIAL IMPACT: None as there is money in the budget for this section of road.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Design can be completed to meet deadline and requirements of the FHWA.

IMPACT IF DENIED: Design will have to be stopped and project delayed until late in 2009 or 2010

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph Wallen

10/31/08

Date

Finance Department

Angela Evans

10-31-08

(Certification of Availability of Funds)

Date

Corporation Counsel

FLD

11/5/08

(Certification of Review)

Date

City Manager

Dan Knif

11/5/08

Date

STS

111 NE Jefferson Avenue, Peoria, IL 61602-1227
T 309.676.8464 F 309.676.5445 www.sts.aecom.com

October 22, 2008

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

**RE: Veterans Drive - Change Order 01
Additional Services to complete Phase I
STS Project No. 8-30168**

Dear Joe:

Enclosed is our Change Order 01 per your request dated October 20, 2008 for services referenced above. Please review and execute this Change Order and return one copy to my attention.

If you should have any questions regarding this agreement, please do not hesitate to call me at 309-495-6545.

Sincerely,



Kenneth M. Coulter, P.E., P.L.S.
Associate Engineer

KMC:tlc

Enclosures

STS

111 NE Jefferson Avenue, Peoria, Illinois 61602-1227
T (309) 676-8464; F 309-676-5445 www.sts.aecom.com

Change Order Form

Change Order No. 01
for the Project Veterans Drive (FAU 6768)
STS Project No. 8-30168

RETURN TO:

STS

Date:

October 22, 2008

111 NE Jefferson Avenue

Peoria, IL 61602

Attention: Kenneth M. Coulter, P.E., P.L.S.

SUMMARY:

Original Contract Amount:

\$600,000

Total Previous Change Orders:

\$- 0 -

Amount this Change Order:

\$ 71,183

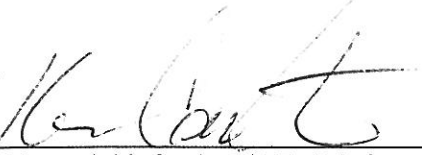
Revised Contract Amount

\$671,183

CHANGE ORDER #	DESCRIPTION	AMOUNT
01	Additional Services to complete Phase I	\$ 71,183

STS

By:


Kenneth M. Coulter, P.E., P.L.S.

CITY OF PEKIN

By: _____

Title: Associate Engineer

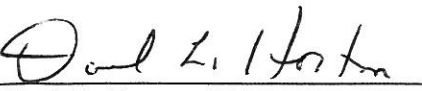
Title: _____

Date: October 22, 2008

Date: _____

STS

By:


David L. Horton, P.E.Title: Regional Vice PresidentDate: October 22, 2008



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Greg Ranney, Superintendent of Transportation and Solid Waste

AGENDA ITEM: School Bus Contract with Rankin Grade School

AGENDA DATE REQUESTED: November 10, 2008

ACTION REQUESTED: Approval of School Bus Contract with Rankin Grade School

BACKGROUND: The City of Pekin has provided school bus service to Rankin Grade School

FINANCIAL IMPACT: Total contract \$30,960.00

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: The City of Pekin will continue to provide school bus service to Rankin Grade School

IMPACT IF DENIED: School bus service would not be available

ALTERNATIVES: Non-Applicable

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

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date



**2008 - 2009 RANKIN GRADE SCHOOL
AGREEMENT FOR TRANSPORTATION SERVICES**

This Agreement is between:

**PEKIN MUNICIPAL BUS SERVICE
1130 KOCH STREET
PEKIN, ILLINOIS 61554**

Hereinafter referred to as the Transportation Service

And

**RANKIN SCHOOL DISTRICT
13716 FIFTH STREET
PEKIN, ILLINOIS 61554**

Hereinafter referred to as the Facility

Under the terms of this agreement the Transportation Service will provide transportation to and from the facility for individuals mutually agreed upon by both parties.

1. **Assurances:** The Transportation Service is responsible for providing transportation to the facility for those individuals mutually designated and makes the following assurances:

A. The transportation system operated by the Transportation Service shall meet all applicable local and state regulations concerning licensing, equipment specifications, accessibility, safety, capacity and insurance.

B. Drivers shall have a valid driver's license for the vehicles driven.

2. **Documentation:** The Transportation Service also agrees to provide documentation to the Facility as required by the Facilities regulatory bodies regarding compliance to the above assurances and other applicable regulations.

3. **Term of Agreement:** This Agreement shall take effect until executed and approved by both parties. Upon approval, this Agreement shall take effect, and shall continue in full force and effect until terminated. Both parties acknowledge that this Agreement shall apply to all services rendered from August 19, 2008 to May 29, 2009.

4. **Modification of Agreement:** Any modification or amendment of this Agreement must be in writing and executed by both parties. All modifications will not take effect until approved by both parties.



2008 - 2009 RANKIN GRADE SCHOOL
AGREEMENT FOR TRANSPORTATION SERVICES

Page 2 of 2

5. **Termination:** All the terms of this Agreement will remain in full force and effect until the effective termination date of this Agreement.
6. **Service Days:** The Transportation Service will provide services for 172 days.
7. **Transportation Times:** The Transportation Service will schedule transportation times with the Facility and will follow a schedule which will be determined by mutual agreement.
8. **Payment:** The Facility agrees to pay the Transportation Service for services rendered within 30 days after receipt of an invoice. Payment for services may come from either the Facility or individual clients served. Arrangement for payment methods will be negotiated between the Facility and the Transportation Service as the need arises. Any changes, which are not made by mutual agreement, are subject to 30 day written notification.
9. **Amount of Payment:** The Facility will pay a per day amount of \$180.00 per bus for transportation which will be negotiated between the Facility and the Transportation Service.
10. **Applicable Law:** The **AGREEMENT** is hereby made and must be performed in compliance with all applicable Federal and State laws, rules, and regulations. This **AGREEMENT** shall be construed in accordance with the laws of the State of Illinois.
11. **Severability:** Invalidity of any provision, term, or condition of this Agreement for any reason shall not render any other provision, term, or condition of this Agreement invalid or unenforceable.

**IN WITNESS WHEREOF, THE FACILITY AND THE TRANSPORTATION SERVICE
HEREBY EXECUTE THIS AGREEMENT.**

TRANSPORTATION SERVICE:
Pekin Municipal Bus Service

By: _____

Date: _____

Title: _____

FACILITY:
Rankin Grade School

By: _____

Date: _____

Title: _____



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor & Members of the City Council

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

From: Greg Ranney, Superintendent of Transportation & Sanitation

AGENDA ITEM: Approval with farmer, Mark Weyhrich for approximately 15 acres being farmed in the Riverway Business Park

AGENDA DATE REQUESTED: Monday, November 10, 2008

ACTION REQUESTED: Approval of the contract with Mark Weyhrich to farm the approximate 15 acres in Riverway Business Park

BACKGROUND: Mark Weyhrich has been farming the Business Park and the Pekin Municipal Airport

FINANCIAL IMPACT: \$300.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: \$300.00

IMPACT IF DENIED: If denied this would be additional property the for city employees to maintain. Mark also mows the small part of the property not farmed.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Good use of available land

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

_____ Date

CASH FARM LEASE

THIS LEASE is entered into this _____ day of _____, 2008, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and MARK WEYHRICH, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following real estate located in the County of Tazewell and State of Illinois, described as follows:

PARCEL A

A part of the subdivision known as "Riverway Business Park" being a part of the W ½ of Section 10, T24N, R5W of the 3rd PM, in Tazewell County, Illinois, being further described as follows:

Beginning at an iron pin on the South line of the NW ¼ of Section 10, said pin being on the Easterly right-of-way of Illinois Route 29 and being S89°59'17" E, 59.07 feet from the railroad spike at the SW corner of the NW ¼ of Section 10; thence S00°39'44" W, 50 feet to the Point of Beginning; thence due East along a line 50.00 feet South and parallel to the South line of the NW ¼ of Section 10, 894.39 feet; thence S00°02'18" W, 999.49 feet; thence S89°40'48"W, 894.36 feet to the Easterly right-of-way of Illinois Route 29; thence N00°16'12"E, 360.92 feet along the said right-of-way; thence N00°39'44"E, 618.24 along the said right-of-way to the said Point of Beginning containing 20.52 acres, more or less.

together with any improvements thereon, if any, upon the following terms and conditions:

SECTION ONE TERM

The term of this lease shall be from March 1, 2009 to February 28, 2010, and the TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

SECTION TWO RENT

The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described demised premises in the amount of: THREE HUNDRED (\$300.00) DOLLARS on November 1, 2009, and on the 1st day of November of each year thereafter during the term of this lease or any extension thereof.

SECTION THREE TENANT'S EXPENSES

The TENANT agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
- C. The performing and furnishing of all work and labor required for repairing and improving the premises.
- D. All seed, inoculation, disease-treatment materials and fertilizers.

SECTION FOUR TENANT'S DUTIES IN OPERATING FARM

The TENANT further agrees that they will perform and carry out the stipulations below:

- A. Activities required:
 - 1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
 - 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.

3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
5. To haul out and spread all manure as soon as practicable on appropriate fields.
6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.

- (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
- (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

SECTION FIVE CROP CHOICE

TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD, which consent may not be unreasonably withheld.

SECTION SIX DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of Fifty (\$50.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. TENANT'S liability to ensure rent and performances:
One year's rent shall be forfeited by the TENANT for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due

or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD'S right of entry during term of lease: LANDLORD, his agents, employees or assigns shall have the right to enter on the demised premises at any and all reasonable times to see that the demised premises are being farmed properly and to determine that the terms and conditions of this agreement are being complied with by TENANT; also for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT'S farming operations.

F. Sale or Lease of Premises: Nothing in this agreement shall be construed to prevent the Lessor from selling real property, or leasing real property for non-agricultural purposes in the Riverway Business Park, subject only to the Lessor's duty to notify the Lessee in no fewer than ninety days. For any such real property sold or leased, Lessor agrees to release Lessee from Lessee's obligation under this agreement to cultivate said parcel of property.

SECTION SEVEN INDEMNIFICATION

TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

SECTION EIGHT INSURANCE

TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

SECTION NINE BINDING ON SUCCESSORS

The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

**SECTION TEN
MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

**SECTION ELEVEN
GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

**SECTION TWELVE
NO WAIVER**

The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**SECTION THIRTEEN
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

**SECTION FOURTEEN
NO PARTNERSHIP**

It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**SECTION SIXTEEN
TERMINATION FOR BANKRUPTCY OF TENANT**

If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

**SECTION SEVENTEEN
LAND USE**

The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes.

LANDLORD:

TENANT:

CITY OF PEKIN, an Illinois
municipal corporation

By: _____
Its: City Manager

MARK WEYHRICH



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Manager & City Clerk

From: Angie Evans

AGENDA ITEM: Annual Min-Max Renewal

AGENDA DATE REQUESTED: November 10, 2008

ACTION REQUESTED: Renew Illinois Municipal League Risk Assessment min-max program for Calendar Year 2009.

BACKGROUND: IMLRA premiums are based on losses incurred by a pool of municipalities rather than individual claims. We have the option of paying \$698,972.00 (\$684,992.56 before November 21) or staying with the Min-Max program where we pay \$599,019.00 (\$587,038.62 before November 21). The Min-Max program requires claim costs to stay below the minimum contribution. If costs surpass the minimum, the City would pay up to a maximum of \$798,925. In past years this program has proven to be a cost savings to the City.

FINANCIAL IMPACT: \$587,038.62 budgeted in the Insurance Fund.

NEIGHBORHOOD CONCERNS: N/A

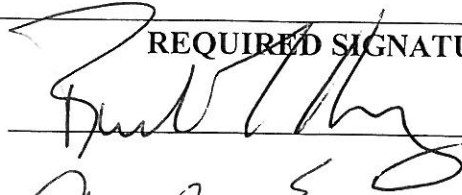
IMPACT IF APPROVED: The City stands to save \$98,000.00 as long as claims stay below the minimum contribution.

IMPACT IF DENIED: City would pay the higher premium.

ALTERNATIVES: Consider bidding the insurance package.

REQUIRED SIGNATURES

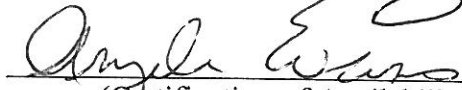
Department Director



11-5-08

Date

Finance Department

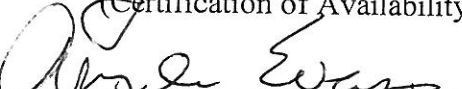


10-21-08

(Certification of Availability of Funds)

Date

Corporation Counsel

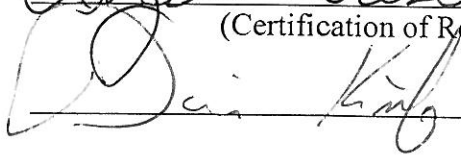


10-22-08

(Certification of Review)

Date

City Manager



10-22-08

Date

ORDINANCE NO. 2571-08/09

**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 12/31/2007 to 12/31/2008 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 12/31/2008 and ending 12/31/09 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 12/31/2007 to 12/31/2008 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 _____, 2008; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

MAYOR

ATTEST:

CITY CLERK



Larry Frang - Managing Director

IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

This Agreement is entered into this _____ (Date Signed), 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, 2008 to December 31, 2009 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" -- 80 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Maximum Loss Fund" -- 120 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	\$ 199,207	\$ 199,207
Loss Fund @ 80%	\$ 399,812	@120% \$ 599,718
Contribution	\$ 599,019	\$ 798,925

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.

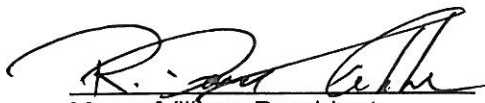
The CITY OF PEKIN hereby agrees to make payment within 30 days of its receipt of billing.

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

11-16-08

Date

Treasurer/Comptroller/RMC

Date

IMLRMA, Managing Director

Date



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Steve Brown, Economic Development Coordinator

AGENDA ITEM: Acquisition of property located at 117 Sabella

AGENDA DATE REQUESTED: November 10th, 2008

ACTION REQUESTED: Approval to Purchase 117 Sabella for \$35,000 plus closing costs

BACKGROUND: 117 Sabella is the last property on Sabella between 2nd Street / Route 9 and Main Street not owned by the City of Pekin. The owner of the property, Larry Moore, has agreed to a sales price of \$35,000 plus any closing costs. The city will also agree to give the tenants 90 days notice from the date of closing before they must relocate.

FINANCIAL IMPACT: \$35,000 plus closing costs from the TIF Fund Budget FY 2009 (purchase of property)

IMPACT IF APPROVED: Allows for land to be available for future Riverfront development.

IMPACT IF DENIED: One property on Sabella that would remain under private ownership.

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

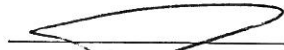
REQUIRED SIGNATURES

Department Director



11-5-08
Date

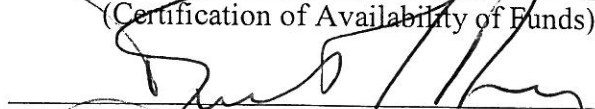
Finance Department



(Certification of Availability of Funds)

Date

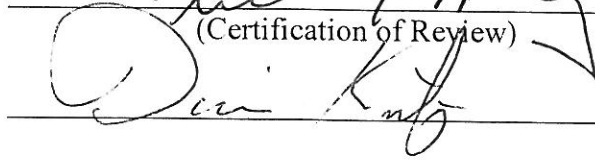
Corporation Counsel



(Certification of Review)

11/5/08
Date

City Manager



11/5/08
Date

ORDINANCE NO. 2572-08/09

**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
AGREEMENT TO PURCHASE AND THE PURCHASE
OF REAL PROPERTY BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the owner of property is desirous of selling the following described real estate:

Lot 17 in Block 4 in the Original Town, now City of Pekin, as shown on plat recorded in Plat Book "C", Page 2, situated in Tazewell County, Illinois.

Commonly known as: 117 Sabella St., Pekin, IL 61554

PIN: 04-04-34-446-008

WHEREAS, the City Council deems it in the best interests of the economic development of the community to acquire said property; and

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

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

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

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

SECTION II. That the City of Pekin purchase from Larry W. Moore and Mary A. Moore, the following described real estate, to-wit:

Lot 17 in Block 4 in the Original Town, now City of Pekin, as shown on plat recorded in Plat Book "C", Page 2, situated in Tazewell County, Illinois.

Commonly known as: 117 Sabella St., Pekin, IL 61554

PIN: 04-04-34-446-008

SECTION III. That the purchase price for said property shall be \$35,000.00, and shall be on such terms and conditions as set forth in the Agreement to Purchase.

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

SECTION V. That said property shall be purchased for city purposes, to be used for development purposes, or any other needed use of the City of Pekin.

SECTION VI. That the consideration for said conveyance shall be paid by the City upon the approval of the conveyance papers by the Corporation Counsel of the City of Pekin.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2008; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantors, LARRY W. MOORE and MARY A. MOORE, individually, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, CONVEYS AND WARRANTS to CITY OF PEKIN, an Illinois Municipal Corporation, the following described real estate, to-wit:

Lot 17 in Block 4 in the Original Town, now City of Pekin, as shown on plat recorded in Plat Book "C", Page 2, situated in Tazewell County, Illinois.

Commonly known as: 17 Sabella St., Pekin, IL 61554

PIN: 04-04-34-446-008

SUBJECT TO general real estate taxes for the year 2008, payable in 2009, and all years subsequent thereto.

SUBJECT TO valid covenants, rights of way, easements and restrictions of record, if any.

DATED this _____ day of _____, 2008.

LARRY W. MOORE

MARY A. MOORE

STATE OF ILLINOIS)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That LARRY W. MOORE and MARY A. MOORE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Notary Public

This Instrument Prepared By
Burt L. Dancey
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61555-0873

AGREEMENT TO PURCHASE

THIS AGREEMENT made this _____ day of _____, 2008, by and between LARRY W. MOORE and MARY A. MOORE, each as to an undivided one-fourth interest, hereinafter collectively referred to as "Seller", and CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "Buyer"; WITNESSETH:

The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, on the following terms and conditions, the following described real estate:

Lot 17 in Block 4 in the Original Town, now City of Pekin, as shown on plat recorded in Plat Book "C", Page 2, situated in Tazewell County, Illinois.

Commonly known as: 117 Sabella St., Pekin, IL 61554

PIN: 04-04-34-446-008

1. The sale price for the real estate is \$35,000.00, to be paid as follows:

A. The sum of \$10.00 upon the signing of this Agreement, the receipt of which is hereby acknowledged by the Seller.

B. The balance of the sale price shall be paid at closing.

C. Closing shall occur on or before November 30, 2008, or such other time as mutually agreed upon between the Buyer and Seller in writing.

2. The Seller shall pay the general real estate taxes for the year 2008, payable in 2009.

The Buyer shall pay the general real estate taxes for the year 2009, payable in 2010.

3. Buyer shall be entitled to possession of said property upon payment of the purchase price and delivery of deed as herein provided, subject to the rights of any farm tenant.

4. On full payment of the purchase price and compliance with the other terms of this Agreement by the Buyer, the Seller shall convey said property to the Buyer by warranty deed free and clear of all encumbrances, except as heretofore or hereafter provided, and subject to any easements, covenants and restrictions of record, and subject to any acts of the Buyer.

The cost for preparation of the warranty deed and real estate tax declaration shall be borne by Seller.

5. Unless otherwise herein provided, said property shall be conveyed subject to all restrictions, reservations and easements of record and zoning laws, and free of all other liens, special assessments and encumbrances (unless otherwise specified).

6. Seller shall promptly furnish at its expense an abstract of title or a commitment of title insurance in the amount of the purchase price issued by a recognized title company showing good and merchantable title in Seller, subject only to the following:

- A. The lien of general taxes not yet due;
- B. Building, use and occupancy restrictions, conditions and covenants of record, if any.
- C. Easements of record, if any.
- D. Matters which can be corrected by disbursement from the selling price at closing.

7. Buyer shall, within fifteen days after receiving such abstract or commitment of title insurance, deliver to Seller or its attorney any objections to the title in writing. If valid objections be so reported and the same be not corrected or provided for within fifteen days, then Buyer shall have

the option to declare this contract null and void and receive back its earnest money or to perform this contract and deduct from the purchase price the amounts of any liens, encumbrances, or defects which are definitely ascertainable.

8. Seller represents that no broker or real estate agent has been employed by Seller concerning this transaction, and that no commission fee is due any broker or real estate agent. Each party agrees to pay its own expenses of sale, including but not limited to each party's own attorney fees.

9. Seller does hereby warrant that no notice from any city, village, or any governmental authority of a dwelling code violation which existed on the dwelling structure located on the premises herein before the contract was executed has been issued and received by Seller or any agent of Seller within ten years prior to the date of this Agreement.

10. In the event of failure of Buyer to perform any of the covenants or agreements hereinabove provided, Seller may, by election evidenced by written notice to Buyer, declare this Agreement at an end and the rights and interests of Buyer hereunder forfeited; and in such case the down payment shall be retained by the Seller as agreed-upon liquidated damages, or the Seller may elect any other remedy which it has, including the right of specific performance. Any election made hereunder shall be done in writing and shall be done within thirty days of such failure by the Buyer to perform any of the covenants or agreements herein provided.

11. This transaction is exempt from payment of revenue stamps by the Seller.

12. The Buyer shall not transfer or assign its interests hereunder without the prior written consent of the Seller.

13. Buyer warrants that Buyer within forty-five (45) days from date of execution of this agreement, Buyer shall have inspected the real property or had the opportunity to conduct a complete and thorough inspection to determine the condition of the real property for any and all defects, whether known, unknown or hidden, including, but not limited to, any such defects relating to soil conditions and toxic or other hazardous materials. If the findings and conclusions of such investigation disclose any conditions which are reasonably unacceptable to Buyer in good faith exercise of its discretion, Buyer may terminate this agreement without liability to either party, and if Buyer terminates this agreement, Seller shall immediately return to Buyer the earnest money. If Buyer does not notify Seller that said inspection has not been satisfied at the expiration of said forty-five (45) day period, such inspection contingency shall be deemed satisfied, and Buyer shall waive the right to terminate this agreement based on the failure to satisfy such inspection.

14. Seller=s Representations and Warranties. Without performing any investigation or inquiry and without any duty or obligation to perform or conduct any investigation or inquiry, Seller represents to Buyer that all of the following are now and shall be true as of the closing:

(a) Seller has full right, power and authority to execute and deliver this contract and take such actions as may be necessary to effectuate the transaction contemplated herein and close pursuant hereof.

(b) There is no pending, and to the best knowledge of Seller, no threatened litigation with respect to the premises, and in the event Seller receives notice of any litigation or has reason to believe that any litigation is threatened with respect to the premises, Seller shall notify Buyer promptly of such pending or threatened litigation.

(c) Prior to closing, Seller shall maintain the premises and shall commit no waste, damage or destruction of the premises. Seller agrees to deliver possession of the premises in the same condition as it is as of the date of this contract, ordinary wear and tear accepted.

(d) To the best of Seller's knowledge and belief, there are no violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the premises, which have not been heretofore entirely corrected.

(e) To the best of Seller's knowledge and belief, there is no existing, pending or contemplated threatened or anticipated (i) condemnation of any part of the premises, (ii) widening, change of grade or limitation on any use of streets, roads or highways abutting the real estate, (iii) special tax or assessment to be levied against the premises, (iv) change in the zoning classification of the premises, or (v) change in the tax assessment of the premises, except as may be undertaken by Buyer pursuant to this contract.

(f) To the best of Seller's knowledge and belief, the premises does not contain any hazardous substance or waste, nor has the Seller received any notice of any threatened or actual presence, release, threat of release, placement on or in the premises, or the generation, transportation, storage, treatment or disposal at the premises of any hazardous substance. For purposes of this representation, A hazardous substance@ means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et. seq., the Illinois Environmental Protection Act ("IEPA"), Illinois Compiled Statutes, Chapter 514, Section 5/9 et. seq., or other applicable local, state or federal laws or regulations or any common law theory based on nuisance or strict liability.

(g) At closing, the premises shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Buyer as of the closing.

(h) Seller agrees at closing to deliver a certificate that all of the representations and warranties are true and in effect as of the date of closing.

15. The purchase of the Property has been approved by the City Council of the City of Pekin by adoption of Ordinance No. _____ dated _____, 2008, authorizing the Mayor and City Clerk to execute the agreement.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original and all of which shall constitute one and the same instrument.

17. This Agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.

SELLERS:

LARRY W. MOORE

MARY A. MOORE

BUYERS:

By _____
Its: Mayor

ATTEST:

Its: City Clerk

UNITED GENERAL TITLE INSURANCE COMPANY

**STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA
OWNERS AND LOAN POLICIES**

Commitment No. 0818765

Date:

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, serv or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, remodel the building(s) situated on the land: b) nor have any goods, chattels, machinery, appara or equipment been attached to the land or building(s) thereon, as fixtures: c) nor have any contra been let for the furnishing of labor, service, materials, machinery, apparatus or equipment wh are to be completed subsequent to the date hereof: d) nor have any notices of lien been receiv except the following, if any:

2. That all management fees, if any, are fully paid, except the following:

3. That there are no unrecorded security agreements, leases, financing statements, chattel mortga or conditional sales agreements in respect to any appliances, equipment or chattels that have or to become attached to the land or any improvements thereon as fixtures, except the following any:

4. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

5. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

6. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy be issued pursuant to the above commitment, the mortgage and the principal obligations it secu are good and valid and free from all defenses: that any person purchasing the mortgage e obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon

truth of the matters herein recited: and that this certification is made for the purpose of being enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers of pledge thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

7. That, I/We am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. **(Delete statement if not applicable.)**

The undersigned makes the above statement for the purpose of inducing **United General Title Insurance Company** to issue its owners or loan policy pursuant to the above commitment.

Seller(s) or Owner(s)

Purchaser(s)

City of Pekin, an Illinois municipal corporation

Larry W Moore

By

Mary A Moore

Lender's Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Date

Signature

First Community Title Services, Inc
2807 Broadway Road
Suite B
Pekin, IL 61554

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

**AFFIDAVIT IN LIEU OF SURVEY FOR EXTENDED COVERAGE
OWNERS AND LOAN POLICIES**

Date: _____ Commitment of Policy No.
0818765

The undersigned being first duly sworn, deposes and says:

That we, being the owners of record and sellers described in the above numbered title Commitment or Policy, did not receive any survey at the time we purchased the property nor have we subsequently obtained a survey, or if we did receive a survey we are unable to locate it. Also, we have been advised by our lender that they do not have a survey in their files.

To the best of our knowledge, we certify that the improvements (house, garage, outbuilding, etc.) on the subject property are within the boundary lines and set back lines if any, of said property, and that there are no encroachments (fences, walkways, driveways, eaves, drains, etc.) by improvements on adjoining property onto the subject property, and that we know of no assertion being made by any adjoining property owner nor by us or against them as to the location of boundary lines or disputes as to occupancy of any portion of our property or their property except:

Subscribed and Sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

First Community Title Services, Inc
2807 Broadway Road
Suite B
Pekin, IL 61554
Authorized Agent of United General Title Insurance Company

File No. 0818765

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No:

1. Commitment Date: **October 24, 2008**

Issue Date: **October 24, 2008**

2. The policy or policies to be issued are: POLICY AMOUNT

(a) ALTA OWNER POLICY OF TITLE INSURANCE \$35,000.00
Proposed Insured: **City of Pekin, an Illinois municipal corporation**

(b) ALTA MORTGAGEE POLICY OF TITLE INSURANCE
Proposed Insured:
Proposed Borrower:

3. The estate or interest in the land described or referred to in the Commitment and covered herein is located in the State of Illinois.

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in

Larry W Moore and Mary A Moore, as tenants in common

5. Legal description of the land:

See Attached Exhibit A

Countersigned
First Community Title Services, Inc

By Duane Serck
Authorized Signatory

Exhibit A

Lot 17 in Block 4 in the Original Town, now City of Pekin, as shown on plat recorded in Plat Book "C", Page 2, situated in Tazewell County, Illinois.

First Community Title Services, Inc
2807 Broadway Road
Suite B
Pekin, IL 61554
Authorized Agent of United General Title Insurance Company

File No. 0818765

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

REQUIREMENTS

Effective Date: **October 24, 2008**

The following are the requirements to be complied with:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Instruments in insurable form which must be executed, delivered and duly filed for record
3. Pay all taxes, charges, fees and assessments levied against subject premises which are due and payable.
4. The coverage afforded by this commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the Company have been fully paid.
5. The mortgage or trust deed we have been asked to insure should be placed of record and our searches continued to cover the date of recording or filing.
6. The spouse(s), if any, of mortgagor's, must join in execution of the proposed mortgage or trust deed to be insured.
7. The warranty deed we have been asked to insure should be placed of record and our searches continued to cover the date of recording or filing.
8. The spouse(s), if any, of the title holder, must join in the execution of the proposed warranty deed.

First Community Title Services, Inc
2807 Broadway Road
Suite B
Pekin, IL 61554
Authorized Agent of United General Title Insurance Company

File No. 0818765

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

EXCEPTIONS

Effective Date: **October 24, 2008**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Rights or claims of parties in possession not shown by the public records.
5. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
6. All assessments and taxes for the year **2008**, and all subsequent years.
7. Right of way for drainage ditches, feeders, tiles and laterals, if any.
8. Municipal and County Ordinances and all matters contained in such ordinances are excluded from the coverage of the policy.
9. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
10. The lien or real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
11. **NOTE:** The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to closing the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
12. **NOTE:** All of the terms, conditions and provisions contained in the ALTA 2006 commitment jacket are incorporated therein, and that same is available upon request.
13. **NOTE:** If any documents referenced herein contains a covenant, condition or restriction violative of 42 USC 3604 (c), such covenant, condition or restriction is hereby deleted.
14. **Taxes for the year 2008.**
Taxes for the year 2007 in the amount of \$801.20 are paid.

First Community Title Services, Inc
2807 Broadway Road
Suite B
Pekin, IL 61554
Authorized Agent of United General Title Insurance Company

File No. 0818765

NOTE: Tax I.D. No. 04-04-34-446-008

15. Mortgage dated March 22, 1978 and recorded March 23, 1978 in Book 2188 at Page 222 made by Rufus Qualls, a single person, and Lisa Moore, a single person, and Larry Moore and Mary A. Moore, his wife,, to The American Savings and Loan Association of Pekin to secure a note for \$21,000.00.
NOTE: Assignment of Mortgage recorded October 26, 1990 in Book 3351 at Page 279 to Morgan Guaranty Trust Company of New York as Trustee under Declaration of Trust dated December 9, 1960 as Amended for the Commingled Pension Trust Fund, and all terms contained therein.
NOTE: Assignment of Mortgage recorded December 11, 1995 as Document No. 9513344 to Abington Savings Bank, and all terms contained therein.
16. Second Mortgage dated March 27, 1978 and recorded March 28, 1978 in Book 2189 at Page 256 made by Rufus Qualls, Lisa Moore and Larry Moore to Diana Hoyle to secure a note for \$2,500.00.
17. Terms and conditions contained in Ordinance No. 1568-A61 dated March 7, 1994 and recorded March 24, 1994 in Book 4096 Page 121 being an Ordinance amending a part and portion of Ordinance No. 1568 of the City of Pekin, Tazewell County, Illinois, known as the Zoning Ordinance, and all terms contained therein.
18. Terms and conditions contained in Ordinance No. 2517-06/07 dated February 26, 2007 and recorded February 27, 2007 as Document No. 200700003991 being an Ordinance vacating municipally owned alleys and street within the City of Pekin, Illinois, and all terms contained therein.
19. Rights or claims of parties or tenants in possession, leases, unrecorded agreements to purchase, easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
20. Easements, if any, for public utilities pipelines or facilities installed in any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.
21. Any private right to use any portion of the vacated street or alley, lying within the land.
22. That portion of vacated alley abutting the land is specifically excepted from the coverage of this Policy.

INVOICE

Invoice #: 10956
Invoice Date: 10/27/2008
File Number: 0818765

To:

Elliff, Keyser, Oberle & Dancey
109 South 4th Street
Pekin, IL 61554

From:

First Community Title Services, Inc
2807 Broadway Road
Suite B
Pekin, IL 61554
Phone: 309-347-7546
Fax: 309-347-7550

Description	Amount	Qty	Total
Owner's Title Insurance premium- S	\$125.00	1	\$125.00
Search and exam - S	\$75.00	1	\$75.00
State of Illinois Policy Issue Fee- S	\$3.00	1	\$3.00
Subtotal			\$203.00
Tax @ %			\$0.00
Non Taxable Amt.			\$0.00
Grand Total			\$203.00

Please Remit To:

First Community Title Services, Inc
2807 Broadway Road
Suite B
Pekin, IL 61554
Phone: 309-347-7546
Fax: 309-347-7550

Thank you!



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From:

AGENDA ITEM: Behavioral Health Advantages

AGENDA DATE REQUESTED: November 10, 2008

ACTION REQUESTED: Approve 2 year agreement

BACKGROUND: The city has been with BHA since 2004 serving as our Employee Assistance Program provider. In addition to the individual assistance provided, the agreement also includes 6 hours of additional training on any topic of our choice (we use them for sexual harassment training and staff training). We receive a discounted rate of \$90 hour for services needed in excess of 6 sessions, which is paid by the employee. This is a valuable benefit for our employees when compared to our current health insurance benefit of \$10 per visit with a maximum of \$500 per yr. Current usage is running at 7%.

FINANCIAL IMPACT: \$24.00 per employee per year. \$6,840

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: Employee satisfaction

IMPACT IF DENIED: Huge financial impact on employees needing counseling

ALTERNATIVES:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

REQUIRED SIGNATURES

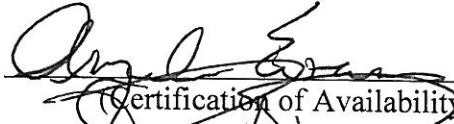
Department Director



11-5-08

Date

Finance Department


(Certification of Availability of Funds)

11-5-08

Date

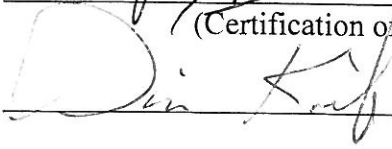
Corporation Counsel


(Certification of Review)

11-5-08

Date

City Manager



11/5/DB

Date



August 18, 2008

Ms. Pat Pollock
Director of HR City of Pekin
111 S Capitol
Pekin, IL 61554

Re: 2008-2010 City of Pekin Employee Assistance Program Contract Renewal

Dear Pat,

I have included the contracts for the Employee Assistance Program effective August 30, 2008 through August 29, 2010. Please have both contracts signed and return one to us for our records.

I'd like to remind you of other services available through the EAP to employees and their dependents:

- Employee orientations and Supervisory Training
- Up to six (6) hours of additional training or consultation offered on-site to employees on the topic of your choice
- A discounted rate for training hours beyond the 6 hours
- Participation in the Health/Wellness Fair
- Brochures and cards to distribute to employees
- Letters to remind employees and dependents about the benefits available through the EAP
- The monthly Behavioral Health Advantages, Inc Newsletter and Frontline Supervisor to be copied and distributed to employees

We have enjoyed working with you and your employees throughout the years and look forward to a long and continuing relationship.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ginny Kich".

Ginny Kich
Manager of Behavioral Health

Enc.

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

Between

BEHAVIORAL HEALTH ADVANTAGES, INC.

And

CITY OF PEKIN

THIS AGREEMENT is hereby entered into this 30th day of August, 2008, by and between BEHAVIORAL HEALTH ADVANTAGES, (BHA) and CITY OF PEKIN (Pekin).

WHEREAS, BHA operates employee assistance programs for the express purpose of providing assistance to employees experiencing personal problems including but not limited to marital discord, adjustment to divorce, chemical abuse, physical or sexual abuse, family turmoil, emotional problems, work related concerns, financial problems or legal concerns; and

WHEREAS, CITY OF PEKIN desires to provide an employee assistance program to its employees and dependents.

IT IS HEREBY AGREED by and between BHA and CITY OF PEKIN that BHA will provide the following components and services as part of its broad brush EAP to all permanent employees and their dependents of the CITY OF PEKIN.

- 1. RESPONSE TO THE TOTAL SPECTRUM OF PERSONAL PROBLEMS.** BHA will provide the following information, assessment, counseling, or referral services to employees who are experiencing personal problems. These problems include the entire spectrum of personal problems that may affect performance, health care utilization, or general well being. They include, but are not limited to: marital discord, adjustment to divorce, chemical abuse, physical or sexual abuse, emotional strains, psychological disorders, life and career transitions, family stresses, financial or legal difficulties, psychiatric conditions, or interpersonal problems at work.
- 2. ASSESSMENT AND REFERRAL.** BHA's counselor will work with clients to develop an accurate and mutual perception of the problem. If the client is in need of specialized care not available within the EAP, or if it reasonably appears that substantial correction or resolution of the client's problem will require counseling beyond four (4) sessions, the client may continue seeing counselor or if appropriate the counselor may refer the client to a therapist, program, or facility able to provide the necessary services. If a referral is indicated (e.g. inpatient psychiatric, chemical dependency treatment, or specialized care) the counselor will function as a case manager in referring the client to the most appropriate and cost effective resource for treatment.
- 3. SHORT TERM COUNSELING.** In addition to the four sessions provided in the Assessment phase (#2), BHA will provide brief counseling services to any full or part time permanent employee or dependent for up to an additional two (2) sessions per identified problems per year where appropriate.

4. **ELIGIBILITY.** All permanent employees of CITY OF PEKIN and their dependents are eligible to participate in the EAP.
5. **24-HOUR TOLL-FREE CONSULTATION.** BHA will provide a toll-free telephone service, which may be accessed by employees or dependents twenty –four hours a day, seven days a week. A trained counselor is always available to respond to each incoming call. This service can be accessed from any location within the United States.
6. **URGENT REQUESTS FOR SERVICE.** BHA will provide a full array of crisis response services. Counselors will be available 24 hours a day to deal with any crisis situation which may warrant attention either during or after normal business hours.
7. **OFF-SITE LOCATIONS.** Employees in the Peoria/Pekin area will have access to services at BHA offices at 7210 W Villa Lake Drive Suite D Peoria, IL 61614 and to affiliates in Tazwell County.
8. **AFTERCARE MONITORING.** When a referral for inpatient treatment is made, BHA's case managers are available to monitor the progress of the case throughout treatment and, periodically for one year following completion of treatment upon request.
9. **AVAILABILITY.** BHA agrees to have counselors available for telephone consultation at all times within one hour of initial contact. When an appointment is appropriate, one will be offered immediately in the case of an emergency and within two days of the initial contact if possible for all others.
10. **SUPERVISORY /LEAD INDIVIDUAL TRAINING.** BHA will provide training sessions of two hours designed to acquaint supervisors with the EAP concepts, benefits and staff. Emphasis will be placed on training supervisors to use the EAP in dealing with employees experiencing performance problems. Times and locations will be arranged at the convenience of CITY OF PEKIN. Training times will be flexible to accommodate shift schedules, and as many sessions as needed to reach all staff will be offered. Training can be repeated every six (6) months for new supervisors and each participant will receive a training manual.
11. **PROGRAM ORIENTATION/PROMOTION.** BHA will collaborate with CITY OF PEKIN in effective promotion of the EAP. Promotional material will include: brochures, wallet cards, newsletter articles, and annual mailings to employee's homes if requested, as well as employee/family orientation sessions. These orientations will be offered at various locations and times. They will be of sufficient number to accommodate all covered individuals.
12. **SPECIALIZED TRAINING/WORKSHOPS.** BHA will offer up to six (6) hours of specialized workshops per contract year. These programs may deal with a variety of work related issues including: downsizing, stress management, conflict management and dealing with change. BHA will also offer a discounted rate of \$140.00 per hour for training requested beyond six (6) hours per year. (Standard rate of \$180.00 per hour)
13. **PROGRAM EVALUATION.** BHA will furnish CITY OF PEKIN with computerized quarterly reports and an annual corporate report providing: statistical analysis, interpretation, and recommendations. BHA will also conduct ongoing client satisfaction surveys to assure that quality of service is maintained and improved if necessary.

- 14. CLIENT CONFIDENTIALITY.** BHA realizes that the Employee Assistance Program's credibility hinges, to a large extent, on the actual and perceived adherence to confidentiality requirements and procedures, and respect for individual privacy. BHA shall comply with all Federal and State regulations applying to record keeping, discussion of cases and other information gathered in the context of the Employee Assistance Program. BHA shall comply with and maintain the highest professional standards regarding client confidentiality.
- 15. FEE STRUCTURE.** The annual per employee capitation rate for Employee Assistance Program services includes all cost associated with the responsibilities delineated by BHA in this Agreement. CITY OF PEKIN agrees to compensate BHA at a rate of \$24.00 per employee annually, or \$2.00 per employee per month. In addition, CITY OF PEKIN agrees to pay BHA at a preferred rate of \$90.00 per session for short-term counseling as described under #3 (SHORT-TERM COUNSELING). Counseling services for CITY OF PEKIN employees eligible for EAP benefits, but not covered under the capitated rate will be billed to CITY OF PEKIN on a fee for service basis. It is mutually agreed that CITY OF PEKIN will certify semi-annually the number of full-time employees that it has on the payroll and will then be invoiced by BHA based on that number.
- 16. INDEMNIFICATION.** To the fullest extent not prohibited by law, BHA shall indemnify and hold harmless CITY OF PEKIN, its directors, officers, agents and employees from and against all claims, damages, losses and expense (including but not limited to attorney fees) arising by reason of any act, or failure to act, negligent or otherwise, of BHA or any subcontractor, (meaning anyone including but not limited to consultants having a contract with BHA or a subcontractor for part of the services), of anyone directly or indirectly employed by BHA or by any subcontractor, or anyone whose act BHA or its subcontractor may be liable, in connection with providing these services.
- 17. INSURANCE.** BHA shall provide evidence to CITY OF PEKIN and shall maintain, at its sole expense, adequate insurance for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure BHA and its employees against any event or loss which may impair the ability of BHA to fulfill its obligations as outlined in this agreement, including its indemnification obligations.
- 18. TERMINATION OF AGREEMENT.** This agreement shall be in effect for two (2) years, August 30, 2008 through August 29, 2010. Either party may cancel upon one-hundred twenty (120) days written notice to the other. This agreement may be renewable, subject to agreement by each of the parties for an additional two (2) years.
- 19. NOTICES.** All Notices required herein shall be in writing and shall be deemed to have been duly given if hand-delivered or mailed by certified or registered mail, postage prepaid, addressed to the party to whom intended.
- 20. ASSIGNMENT.** Either party without the written consent of the other party may not assign this agreement.
- 21. ENTIRE AGREEMENT.** This agreement contains the entire agreement between the parties hereto and may not both parties sign modified or amended except in writing hereto.
- 22. SEVERABILITY.** If any part or provision of this agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and /or provisions of this agreement.

23. GOVERNING LAW. This agreement and the rights, obligations and remedies of the parties hereto shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

AFFIRMATIVE ACTION

BHA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. BHA will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. BHA will distribute copies of this commitment to all persons who participate in recruitment, screen, referral and selection of job applicants, prospective job applicants, members or prospective subcontractors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF PEKIN

BY: Dennis Kief
TITLE: City Manager

BEHAVIORAL HEALTH ADVANTAGES, INC.



BY: Ginny Kick
TITLE: Manager of Behavioral Health



City of Pekin

AGENDA

SPECIAL COUNCIL MEETING OF MONDAY, NOVEMBER 17, 2008
TOWN HALL MEETING
5:30 P.M. – 7:00 P.M.
PEKIN PARK PAVILLION
255 PAVILLION ROAD
PEKIN, ILLINOIS 61554

ON DISPLAY WILL BE THE CITY'S PAST AND CURRENT FINANCIAL INFORMATION.
CITY COUNCIL MEMBERS AND CITY STAFF WILL BE ON HAND TO ANSWER QUESTIONS.

Because more than two members of the City Council have indicated an interest in attending the public meeting to present financial information

the City is required to post the meeting, in addition, as a Special Council meeting under the provisions of the Open Meetings Act.

No Council action may be taken because no agenda is posted for Council consideration.