



REGULAR COUNCIL MEETING SCHEDULED TUESDAY,
OCTOBER 11, 2011 5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> VOTE REQUIRED		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of September 26, 2011, the Special Council Work Session Meeting of September 27, 2011.</i> VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Proclamation: International Alpha Delta Kappa Month October 2011.		
7.2 Resolution No. 17-11/12 – Appointment of five member Board of Appeals International Fire Code.		
7.3 Receive and File Tazewell Health Department County Grant for approved recycling collection program in the amount of \$67,000.		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Resolution No. 16-11/12 - Final Plat Deerfield 6B DESCRIPTION: Approval of final plat having 16 lots in the subdivision south of Koch Street and east of South 5 th Street.	RS	3

ACTION: Motion to adopt the Resolution.			
VOTE REQUIRED			
9.2	Ordinance No. 2645-11/12 - Amending Title 4, Chapter 4C, Article C of the Code of the City of Pekin 1995 Regarding Sewer User Charges DESCRIPTION: Amend the Sewer User Charge Code to provide definition on how the average is done to cover those individuals who are new homeowners and part time residents. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	AE	3
9.3	Amended Agreement with Midland Davis DESCRIPTION: Amend current agreement for recycling to change the terms from paying for disposal by the cubic yard to being paid for receiving based on tonnage. ACTION: Motion to approve the amended agreement. VOTE REQUIRED	JW	5
9.4	Agreement with Panhandle Eastern Pipe Line for Relocation of Gas Line DESCRIPTION: Approve agreement with Panhandle Eastern Pipe Line to relocate gas line at Sheridan Road to make way for the construction of Veterans Drive. Cost of \$1,302,818 is eligible for coverage with grant. ACTION: Approve agreement with Panhandle Eastern Pipe Line. VOTE REQUIRED	JW	3
9.5	TIF Commercial Retail / Upper Housing Loan Program DESCRIPTION: Approve to subordinate City of Pekin’s 1 st lien position for the Fusion program recorded mortgage of \$48,447.00 to 2 nd lien position with First Assembly of God ACTION: Approve for subordination to 2 nd lien position. VOTE REQUIRED	LM	1
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time			
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c)			
12.0 ADJOURN NO VOTE REQUIRED			

Column 1 Key:

RS	Code Enforcement Officer Ron Sieh	AE	Finance Director Angie Evans
JW	City Manager Joseph Wuellner	LM	Economic Development Director Leigh Ann Matthews

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, SEPTEMBER 26, 2011 AT 5:30 O'CLOCK P.M.**

**LAURIE L. BARRA, MAYOR PRESIDING
PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, SCHMIDGALL, HENDRICKS, AND
MASSAGLIA (McCABE following oath)**

ABSENT: NONE (vacancy)

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

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

Mayor Barra explained the rearrangement of order of business to allow for a department head to attend a funeral and the new Council Member to participate in the business meeting. New Business item 11.3 would be considered following the Oath of Office.

AGENDA

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

MINUTES

Motion by Council Member Massaglia, seconded by Council Member Blanchard, that the **minutes of the Regular City Council Meeting of Monday, September 12, 2011 be approved as written**. On roll call vote, all present voted Aye.

NEW BUSINESS

**RESOLUTION NO. 15-11/12
APPOINTMENT TO COUNCIL**

Motion by Council Member Hendricks, seconded by Council Member Blanchard that Resolution No. 15-11/12 – the Mayor's appointment of John McCabe to the office of Council Member until the next Municipal Election in 2013, be adopted. The resolution completed the obligation to fill the vacancy of the 7 member Council within 60 days following the resignation of Council Member John Neumann. Mayor Barra informed the Council and public that after considering names of persons that contacted her and others of interest she was pleased to put forward the name of John McCabe as the appointed member. On roll call vote all present voted Aye.

OATH OF OFFICE

City Clerk Sue McMillan administered the Oath of Office to John McCabe.

Motion by Council Member Hendricks seconded by Council Member Abel that the expenditure for the Pekin **COMMUNITY GUIDE** in the amount of \$2,995.00 be approved. Economic Development Director Leigh Ann Matthews presented an unbudgeted tourism expense for a full page ad through a Pekin Chamber of Commerce / Community Link Marketing Company project. Council was informed the publication occurs every two years and targets visitors, newcomers and business prospects. On roll call vote Ayes; Abel, Schmidgall, McCabe, Hendricks, Massaglia, Barra; Nay, Blanchard. Motion Carried.

CONSENT AGENDA

Motion by Council Member Schmidgall, seconded by Council Member Massaglia, that the **CONSENT AGENDA be approved as presented**. Mayor Barra presented the following for consideration of the Consent Agenda items by Omnibus Vote.

8.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes September 2, 2011, Police and Fire Departments August Reports, Liquor Commission Minutes August 25, 2011.
8.2 Receive and File Requests for Quotes For Qualifications for Residential Energy Aggregation Consultant

On roll call vote; Ayes, Blanchard, Abel Schmidgall, Hendricks, Massaglia, Barra; Present, McCabe. Motion Carried.

COMMUNICATIONS, PETITIONS, REPORTS

BUDGET/REVENUES REPORT

City Treasurer James Wolf distributed 4 Months Ended April 30, 2011, Investment Earnings, Revenues Over Expenses, and Major Revenue Sources reports. Mr. Wolf highlighted areas to bring to Council's attention:

- total of revenues over expenses without the sewer debt / construction figures included
- purchase of five new busses in school bus operation line items - expenses exceed revenues for the period
- Average investment earnings of 1.18% down from 2.95% a year ago.

UNFINISHED BUSINESS

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that the Service Agreement with Good Energy, L.P. be **removed from the table**. On roll call vote all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Abel that the **SERVICE AGREEMENT WITH GOOD ENERGY, L.P. to perform electricity consultant and procurement services**, be approved. City Manager Joseph Wuellner advised that he completed a review of qualifications submitted by 4 potential companies as directed by Council. He stated based on the information, Good Energy had the experience and knowledge to provide the best service to secure electrical energy aggregation for City residents and small businesses. Council Members spoke in support of the recommendation. On roll call vote, all present voted Aye.

NEW BUSINESS

Motion by Council Member Blanchard, seconded by Council Member Hendricks that the City owned **PARKING LOT LEASE WITH CENTURY LINK** for property at the corner of Ann Eliza and 4th Street be extended for a two-year term at \$833.33 / mo. The telecommunications company requested permission to exercise their option to extend the rental for employee parking until December 31, 2013. The agreement was recommended for the income by a continuous user on a lot that was not used in the past when it was available for rent to individuals per spot. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member McCabe that the City **PURCHASE THE 7 PARCELS** presented by legal descriptions along the north side of Petri Lane for completion of the sidewalk extension and that the expenditures be approved by omnibus vote. City Engineer Michael Guerra presented the request to Council for the 2,132 sq ft of right of way from individual owners to have a complete sidewalk from 14th Street to 5th Street at approximately \$3,200. Council Member Blanchard questioned the determination of the estimated figure. Council was advised there was difficulty in contacting one individual for confirming their agreement but there was a set price per sq ft. for all parcels. Council Member Blanchard suggested an amount not to exceed be used. Motion by Council Member Blanchard, seconded by Council Member Schmidgall that the motion be **amended to an amount not to exceed \$4,000.00**. On roll call vote; Ayes, Blanchard, Schmidgall, McCabe, Hendricks, Massaglia, Barra; Nay, Abel. Motion Carried. Mayor Barra asked that the amended motion be restated. Motion by Council Member Blanchard, seconded by Council Member Massaglia that the City **purchase the 7 parcels** presented by legal descriptions along the north side of Petri Lane for completion of the sidewalk extension and that the expenditure in a **total amount not to exceed \$4,000.00** be approved by omnibus vote. On roll call vote, all present voted Aye.

Motion by Council Member Massaglia, seconded by Council Member Blanchard that the expenditure in the amount of \$153,654 for a **NEW REAR LOADER TRUCK for the Solid Waste Department** be approved. Bob Shaw Operations Supervisor of Streets and Solid Waste recommended that a new budgeted truck be purchased to replace old trucks in the fleet. Quotes were received for conversion cab, body, and chassis. On roll call vote, all present voted Aye.

City Manager Joseph Wuellner discussed with Council the bid for rehabilitation of 320 Court Street parking lot in the amount of \$346,355.00 that was not approved at the August 22 meeting. He presented an option of making the lot a green space which could include grading work completed by the street department and possibly an irrigation system estimated at \$27,000. Council discussed previous leaser's parking for DCFS employees, placement of HVAC units, liability issues, and barricades that had been placed. Council Members supported the lesser expense and directed the Manager to proceed with gathering costs for the green space project.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Schmidgall questioned the status of the Cambridge water issue and the collection of hotel revenue for the Place on Prince.

Council Member McCabe thanked the Mayor and Council for his appointment as the new member and expressed to the public his intention, as in his campaign for election, to be the voice for the public.

Council Member Blanchard requested that the developers report on the status of the rehabilitation project of the 200 Block of Court Street at the next Council Meeting. Council set a date of Tuesday, October 4 at 5:00 p.m. for a walk-thru of the 200 Block if the developers were agreeable.

Mayor Barra announced that Council and Staff would meet to discuss a strategic plan and services for the City on Tuesday, September 27, 2011 from 1:00 p.m. until 5:00 p.m. at the Pekin Community High School Vocational Center.

Treasurer Jim Wolf announced the annual meeting of the Salvation Army would be held on October 17, 2011 with guest speaker Congressman Aaron Schock.

Dale Kuntz, 5 Fox Point, distributed to the Council his proposal for contacting such groups as Main Street, tourism, and the public to contract for cleanup of Court Street at his estimate of \$2,000.00.

Steve Moore, 2010 Westgate, complimented the City for the cleanup of the municipal lot adjacent to Missy's on Margaret Street. He suggested the backs of Court Street buildings seen on Margaret Street be dressed up.

Mayor Barra allowed the public 5 minutes each to address the matter of A Place on Prince. The following residents, previous residents, family members, concerned individuals, addressed the Council regarding their support of Roxy and Roger Greer's efforts to house homeless individuals:

Daniel Jones, Mary Holt (3232 Westbrook, Peoria), Brenda Morris, Joetta Barber, Angela Braun, Allen Trueblood, (621 Ann Eliza), Jordon Cook (707 Green, Peoria), Leia Springer (3141 Edgewater), Roxy Greer, Andy Bell (2902 W. Wyoming), Freda Greer (208 S Main, Mackinaw), Dan Friend, and Jeff Faculty. Council heard Roger Greer tell of his son's service in the navy for the sake of liberty and Mr. Greer's opposition for the City to vacate the housing he provided at 601 Prince. Richard Reeves, 429 South Street, suggested the City allow residents to remain in the property by using a rotating fire guard.

Mayor Barra reiterated to those in attendance that the use of the property as a multi resident health care facility was no longer code compliant once the property changed hands. She stated that Mr. Greer upon purchasing the property a year ago was informed of the provisions of the code for single family residence and that housing of Veterans as he intended was prohibited. There was now a problem, not created by the City, but created by Mr. Greer. Mayor Barra advised that the State Fire Marshal reviewed the occupancy and provided Mr. Greer with the inspection report of identified violations for occupancy. Other Council Members expressed their concern that Mr. Greer chose not to install required fire sprinklers.

EXECUTIVE SESSION

Motion by Council Member Massaglia, seconded by Council Member Blanchard, that the Council move to Executive Session at 7:35 P.M. to discuss 5 ILCS 120/2 (c) (5). Purchase of Real Estate. On roll call vote all present voted Aye.

No further business to come before the Council, Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 7:55 P.M.

Sue E. McMillan
City Clerk

Proclamation



Officer of the Mayor

WHEREAS, Alpha Delta Kappa is celebrating International ADK Month, in October;
and

WHEREAS, the International Honorary Sorority for Women Educators recognizes women who have proven themselves to be strong, efficient professional teachers; and

WHEREAS, it builds a fraternal fellowship, promotes high standards of education, sponsors educational and altruistic projects, and contributes to world understanding through an international fellowship of women educators; and

WHEREAS, scholarships and grants are available to ADK members for study and travel. An International Teacher Education Scholarship is granted to a foreign student who agrees to return to her own country and teach for a year; and

WHEREAS, the Alpha Theta Chapter of Alpha Delta Kappa at Pekin is comprised of 25 active members. Meetings are held monthly during the school year and on special occasions during the Summer; and

WHEREAS, in addition to fellowship and business, the Alpha Theta Chapter has been active in community and charity work. Throughout its 40 plus years, the Chapter has had many projects, including granting yearly scholarships to students in education, contributing to an area ADK Scholarship Fund, contributing to Christian Civic Outreach, Reading is Fundamental, and Toys for Tots; and

NOW, THEREFORE, BE IT RESOLVED that I, Laurie L. Barra, Mayor of the City of Pekin, Illinois, do hereby proclaim the month of October, 2011, to be

“INTERNATIONAL ALPHA DELTA KAPPA MONTH”

in the City of Pekin, Tazewell County, Illinois

ADOPTED, this 11th day of October, in the Year of Our Lord, Two Thousand and Eleven.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

17-11/12
RESOLUTION No. _____

October 11, 2011
PEKIN, ILLINOIS, _____ 19 _____

RESOLUTION BY COMMISSIONER _____

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

The Council's appointment of 5 members to the Board of Appeals International Fire Code
is here by approved.

SIGNED BY _____

MAYOR.

APPENDIX A

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

BOARD OF APPEALS

SECTION A101 GENERAL

A101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of the *International Fire Code* pursuant to the provisions of Section 108 of the *International Fire Code*. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the fire code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

A101.2 Membership. The membership of the board shall consist of five voting members having the qualifications established by this section. Members shall be nominated by the fire code official or the chief administrative officer of the jurisdiction, subject to confirmation by a majority vote of the governing body. Members shall serve without remuneration or compensation, and shall be removed from office prior to the end of their appointed terms only for cause.

A101.2.1 Design professional. One member shall be a practicing design professional registered in the practice of engineering or architecture in the state in which the board is established.

A101.2.2 Fire protection engineering professional. One member shall be a qualified engineer, technologist, technician or safety professional trained in fire protection engineering, fire science or fire technology. Qualified representatives in this category shall include fire protection contractors and certified technicians engaged in fire protection system design.

A101.2.3 Industrial safety professional. One member shall be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager or comparably qualified specialist experienced in chemical process safety or industrial safety.

A101.2.4 General contractor. One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair or remodeling of buildings or building services and systems regulated by the code.

A101.2.5 General industry or business representative. One member shall be a representative of business or industry not represented by a member from one of the other categories of board members described above.

A101.3 Terms of office. Members shall be appointed for terms of four years. No member shall be reappointed to serve more than two consecutive full terms.

A101.3.1 Initial appointments. Of the members first appointed, two shall be appointed for a term of 1 year, two for a term of 2 years, one for a term of 3 years.

A101.3.2 Vacancies. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Members appointed to fill a vacancy in an unexpired term shall be eligible for reappointment to two full terms.

A101.3.3 Removal from office. Members shall be removed from office prior to the end of their terms only for cause. Continued absence of any member from regular meetings of the board shall, at the discretion of the applicable governing body, render any such member liable to immediate removal from office.

A101.4 Quorum. Three members of the board shall constitute a quorum. In varying the application of any provisions of this code or in modifying an order of the fire code official, affirmative votes of the majority present, but not less than three, shall be required.

A101.5 Secretary of board. The fire code official shall act as secretary of the board and shall keep a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member and any failure of a member to vote.

A101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

A101.7 Meetings. The board shall meet at regular intervals, to be determined by the chairman. In any event, the board shall meet within 10 days after notice of appeal has been received.

A101.8 Conflict of interest. Members with a material or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations, and voting on such matters.

A101.9 Decisions. Every decision shall be promptly filed in writing in the office of the fire code official and shall be open to public inspection. A certified copy shall be sent by mail or otherwise to the appellant, and a copy shall be kept publicly posted in the office of the fire code official for 2 weeks after filing.

A101.10 Procedures. The board shall be operated in accordance with the Administrative Procedures Act of the state in which it is established or shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code and applicable state law.

TAZEWELL HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/925-5511

CONTRACT

THIS AGREEMENT is entered into by and between the **City of Pekin** (hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of **\$67,000.00** Payment shall be made in full and shall be authorized upon execution of this Agreement The grant shall commence on the date of this Agreement and end on **12/31/12**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement may have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

Upon request by the COUNTY, Grantee agrees to prepare and submit an annual progress report detailing program expenditures.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

TAZEWELL COUNTY

By: _____

County Chairman

Dated: _____

Aug 19, 2011

ATTEST: _____

County Clerk

GRANTEE

By: _____

Mayor/Supervisor

Dated: _____

8/2/11

ATTEST: _____

City Clerk

DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT	TOTAL AMOUNT
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09/06/11 50062-0911

RECYCLING GRANT 254-112

67,000.00

67,000.00

PLEASE DETACH BEFORE DEPOSITING

TAZEWELL COUNTY		HERGET NATIONAL BANK		70-232
TREASURER OF SAID COUNTY		OF PEKIN, ILLINOIS		711
FOURTH & COURT STREETS - PEKIN, IL 61554-4298	DATE	CHECK NUMBER	VOID IF NOT CASHED WITHIN 60 DAYS AMOUNT	121137
	09/28/2011	121137	\$*****67,000.00	
SIXTY -SEVEN THOUSAND AND 00/100 DOLLARS*****				
PAY TO THE ORDER OF	CITY OF PEKIN	50062	COUNTY GENERAL FUND OUT OF ANY MONIES IN THE TREASURY HERE TO FORE APPROPRIATED BY ORDER OF COUNTY BOARD	
	RECYCLING GRANT		Christie A. Webb	
	111 S CAPITAL		Mary J. Burress	
	PEKIN IL 61554		TWO AUTHORIZED SIGNATURES REQUIRED	

VOID

121137 071102322 34 3404



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Ronald W. Sieh, Code Enforcement Officer

AGENDA ITEM: Deerfield 6B Final Plat

AGENDA DATE REQUESTED: October 11, 2011

ACTION REQUESTED: Approve the final plat as presented

DESCRIPTION: This will be part of the 6th addition to the Deerfield subdivision including 16 new single family residential lots with all required infrastructure and the beginning of a new street.

FINANCIAL IMPACT: City will have no financial responsibility for any improvements in this sub-division for 5 years.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Added property tax revenue

IMPACT IF DENIED: Subdivision would not be extended

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES**Department Director:**

Date: October 3, 2011

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

10/3/11

FINAL PLAT CHECKLIST

Subdivision (Project) Name Deerfield Estates 6B

Developer/Owner Marvin Spiczka

Developer Address 817 Deerfield Drive

Developer Phone # (309)613- 0435

Developer Contact Person Marvin Spiczka

Engineer/Architect Christopher Burke Engineering, Ltd.

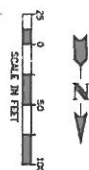
Preliminary Plat Approval Date (City Council) February 28, 2011/83-10/11

Construction Plans Approval Date March 2011

Required Information – Approval Dates		City Engineer	Code Enforcement	City Council	
A. Description 10-4-6B-1					
1.	Subdivision Name	OK	OK		
2.	Legal Description	OK	OK		
3.	1"=100' Min Acceptable Scale, Date and North Arrow	OK	OK		
B. Existing Conditions 10-4-6B-2					
1.	Total Acreage of Subdivision	OK	OK		
2.	Property Lines, Streets, & Section Lines	OK	OK		
C. General Planning Considerations 10-4-2 A thru E					
1.	Street Names, Width and Location	OK	OK		
2.	Lot, Street, Easement Dimensions and Angles	OK	OK		
3.	Survey Monument Locations and Descriptions	OK	N/A		
4.	Lot Layouts, Dimensions, Setbacks	OK	OK		
5.	Section Lines and/or Corners	OK	OK		
6.	Street Jog Offsets, Name & Widths of Adjoining Streets	OK	OK		
7.	Location of all Underground Utilities	OK	Easements shown		
8.	Curve Data for Streets and Radii	OK	N/A		
9.	Certifications 10-4-6-C	OK	OK		
D. Final Drawings (As-Built)					
1.	Streets	OK	OK		
2.	Sewers, Storm & Sanitary	OK	OK		
3.	Water	OK	OK		

OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP-24-NORTH
RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

PART OF P.L.N.'S 10-10-11-105-005 & 10-10-11-105-021



- [illegible]

LEGGEND

- | | |
|--------|-------------------------|
| | SET 1/2" @ 30" FROM F |
| | SET CONCRETE MOUNTANT |
| | RECORD BEARING |
| | RECORD DISTANCE |
| | MEASURED DISTANCE |
| | BOUNDARY OF SUBDIVISION |
| R.O.M. | RIGHT-OF-WAY |
| U.E. | UTILITY EASEMENT |
| P.O.B. | POINT OF BEGINNING |
| O.S.L. | BURIED SETBACK LINE |

COUNTY CLERK CERTIFICATE

COUNTY OF TAZEWELL, VA

DO HEREBY CERTIFY THAT I HAVE THIS DAY EXAMINED THE TAX RECORDS OF THE PROPERTY SHOWN ON THE ATTACHED PLAT, AND FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, NOR DELINQUENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND SHOWN ON SAID PLAT. GIVEN UNDER MY HAND AND SEAL THIS 1ST DAY OF February, 2011.

CELESTY CLERK

DEPUTY CLERK *James H. Smith*

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF PEORIA) ss:

MR. CHRISTOPHER: I HAVE CONSIDERED, LIT. ENG. PROFESSIONAL ENGINEERS AND LAND SURVEYORS, IN MODERN ENTRIES, THAT WE HAVE SAVED AND SAVED INTO LOTS AND STREETS TO BE KNOWN AS REDEVELOPED STRAITS SECTION OF SUBURBAN, BEING A SUBSECTION OF PART OF THE EAST HALF OF THE REDEVELOPED SECTION OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE FIRST MERIDIAN, IN THE COUNTY OF CLATSOP, STATE OF OREGON, BEING THE SAME AS THE LANDS OF THE CITY OF PORTLAND, WHICH HAS APPROVED AND ACCEPTED A COMPREHENSIVE PLAN, AND THAT TO OUR BEST KNOWLEDGE AND BELIEF, THE ALLEGED PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SAID SURVEY BLANKET TO A SCALE OF ONE INCH EQUALS FIFTY FEET.

WITNESSED MY HAND AND SEAL OF OFFICE, THIS 15TH DAY OF SEPTEMBER, 1901.

NEWSPAPER PRINTED BY THE CLATSOP COUNTY PRESS, ASTORIA, OREGON.

CRESTONER & RUFUS DISCREETLY, LTD.

MA
No. 1826
FEB 11 1950
LAND SURVEY
STATE OF
ILLINOIS
SAC

LEGAL DESCRIPTION

CONSIDERING AT THE SOUTHEAST CORNER OF LOT 18 IN THE FORESTED ESTATES SECTION 5 A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 5, WEST OF THE THIRD PRINCIPAL MERIDIAN, VAZELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

OWNER'S CERTIFICATE

COUNTY OF TALENTS SS

[illegible]

NO PUPILS ARE ATTENDING THIS SCHOOL. THIS PROPERTY IS LOCATED IN GRADE SCHOOL DISTRICT NO. 100 AND HIGH SCHOOL DISTRICT NO. 1. THIS PROPERTY IS NOT BEING USED FOR PUBLIC UTILITY PURPOSES.

DATED 12-1-20 DAY OF January 2021.

459 IN SPEECH

NOTARY PUBLIC CERTIFICATE

COUNTY OF TATEBOLL SS

1. THE UNDERSIGNED, A NATURAL PERSON IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AWARE THAT THIS STATEMENT IS A MATERIAL PART OF THE APPLICATION FOR A PASSPORT AND THAT ANY FALSIFICATION OF THIS STATEMENT IS A VIOLATION OF THE FEDERAL PASSPORT ACT, 22 U.S.C. 4201-4205, AND MAY BE PUNISHED BY A FINE OF UP TO \$500,000 AND/OR IMPRISONMENT FOR UP TO 10 YEARS, OR BOTH, AND MAY ALSO BE SUBJECT TO PERMANENT DEPORTATION AND A BAN ON RE-ENTRY TO THE UNITED STATES.

GIVEN UNDER MY HAND AND SEAL THIS 15th DAY OF September, 2021.

WATER UNDER THE

part of selfishness : the

CITY GLENN DEMONSTRATION

COUNTY OF TAZEWELL SS

1. HEREBY CERTIFY THAT BY RESOLUTION NO. _____, ADOPTED BY THE CITY COUNCIL OF THE CITY OF PEORIA, TAZEWELL COUNTY, ILLINOIS, AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2011, THE PLAT HEREIN OF "DEERFIELD ESTATES SECTION 60 SUBDIVISION" WAS APPROVED AND THE STREETS AND EASEMENTS SHOWN THEREON WERE ACCEPTED.

CITY CLUB

CHRISTOPHER B. BURKE ENGINEERING, LTD.
114 State Street, Suite 1B
Peoria, Illinois 61602
(309) 676-9000

MARVIN SPICZKA
817 DEERFIELD DRIVE
PEKIN, ILLINOIS 61554

[illegible]

**DEERFIELD ESTATES SECTION 6B
PEKIN, ILLINOIS
FINAL PLAT**

Slip-



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Angie Evans, Asst Finance Director

AGENDA ITEM: Amend Code – Sewer Usage Charges

AGENDA DATE REQUESTED: October 11, 2011

ACTION REQUESTED: Amend the Wastewater Code to state the calculation used to average wastewater accounts with less than seven months' usage between October and April. The average is based on an estimate of 2500 gallons usage per person, per household. In cases where the water is shut off during winter months, the resident is charged the \$3.00 base that was not collected during that time.

FINANCIAL IMPACT: None

IMPACT IF APPROVED: This is mainly a housekeeping issue to define how new or part time resident's usage is determined.

IMPACT IF DENIED: The City will lack a defined method of averaging certain resident's payments.

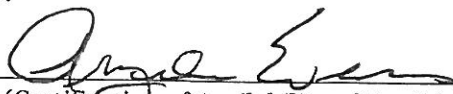
ALTERNATIVES: None

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

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

REQUIRED SIGNATURES

Department Director:

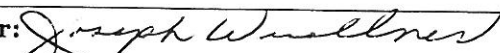
Date: 10-3-11 

Finance Department (Certification of Availability of Funds):

Date: 10-3-11 

Corporation Counsel:

Date:

City Manager: 

Date: 9/30/11

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4C,
ARTICLE C OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING SEWER USER CHARGES**

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Sewer User Charges.

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

1. That Title 4, Chapter 4C, Section 1, DEFINITIONS be amended by adding the following paragraphs:

NEW RESIDENT: Any person who has purchased a residence and has not established a full seven (7) month winter period.

PART TIME RESIDENT: Any person who does not reside in their residence for the full year but continues to own the residence.

2. That Title 4, Chapter 4C, Section 2-2 Paragraph E, be deleted and replaced with the following:

Seven (7) month averaging will only be allowed for those monthly customers classified as residential. The usage from the months of October through April will be averaged, and the lesser of this average or the actual metered usage during the summer billing period will be the amount charged for the summer period. If a customer has not been serviced for a full seven (7) month period, due either to being a new resident or a part time resident, an average usage of

2500 gallons per user, per household, plus the \$3.00 minimum charge will be used. The \$3.00 minimum charge will be charged for those residents who are not present through the winter months and have no water usage even though they have had their meter pulled since they are still connected to the sanitary sewer system. (Ord. No. 2444 09-12-05).

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect 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 _____, 2011; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2011.

MAYOR

ATTEST:

CITY CLERK

CHAPTER 4

SEWER REGULATIONS

ARTICLE C. SEWER USER CHARGES

SECTION:

- 4-4C-1: Definitions
- 4-4C-2: Wastewater Service Charges
 - 4-4C-2-1: Basis for Wastewater Service Charges
 - 4-4C-2-2: Measurement of Flow
 - 4-4C-2-3: Debt service Charge
 - 4-4C-2-4: Volumetric Rate
 - 4-4C-2-5: Surcharge Rate
 - 4-4C-2-6: Computation of Surcharge
 - 4-4C-2-7: Computation of Wastewater Service Charge
- 4-4C-3: General Provisions
 - 4-4C-1-1: Bills
 - 4-4C-1-2: Lien Notice of Delinquency
 - 4-4C-1-3: Enforcement of Lien
 - 4-4C-1-4: Revenues
 - 4-4C-1-5: Accounts
 - 4-4C-1-6: Notice of Rates
 - 4-4C-1-7: Access to Records
 - 4-4C-1-8: Collection
- 4-4C-4: Effective Date of Rates
- 4-4C-5: Service Disconnections
- 4-4C-6: Appeals

4-4C-1: **DEFINITIONS:** Unless the context specifically indicates otherwise, the meaning of terms used in this Article shall be as follows:

CHARGES, TYPES OF:

Capital Improvement Charge: A charge levied on users, when the Council deems it necessary, for capital improvement costs.

Debt Service Charge: The amount to be paid each billing period for payment of interest, principal and coverage of (loan, bond, etc.) outstanding.

Local Capital Cost Charge: Charges for costs other than the operation, maintenance and replacement costs, i.e., debt service and capital improvement costs.

Replacement: Expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" included replacement.

Sewerage Fund: The principal accounting designation for all revenues received in the operation of the sewerage system.

Surcharge: The assessment in addition to the Volumetric charge and debt service charge which is levied on those persons whose wastes are greater in strength than the concentration values established in Section 4-4C-2.

Useful Life: The estimated period during which the collection system and/or treatment works will be operated.

Volumetric Charge: A charge levied on users of the treatment works for the cost of operation, maintenance and replacement.

Wastewater Service Charge: The charge per quarter or month levied on all users of the wastewater facilities. The service charge shall be computed as outlined in Section 4-4C-2 and shall consist of the total of the Volumetric charge, the local capital cost charge and a surcharge, if applicable.

CLARIFICATION OF WORD USAGE: "Shall" is mandatory; "may" is permissible.

LOCAL GOVERNMENT:

Ordinance: This Ordinance.

NEW RESIDENT: Any person who has purchased a residence and has not established a full 7 month summer period.

PART TIME RESIDENT: Any person who does not reside in their residence for the full year but continues to own the residence.

PERSON: Any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

SEWER TYPES AND APPURTENANCES:

Public Sewer: A sewer provided by or subject to the jurisdiction of the City. It shall also include sewers within or outside the City boundaries that serve one or more persons and ultimately discharge into the City sanitary (or combined) sewer system, even though those sewers may not have been constructed with City funds.

Sewer: A pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and ground water drainage.

Sewerage: The system of sewers and appurtenances for the collection, transportation and pumping of sewage.

STATE GOVERNMENT: State Grant: The State of Illinois' participation in the financing of the construction of treatment works as provided for by the Illinois Anti-Pollution Bond Act (30 ILCS 405/1 et seq.) and for making such grants as filed with the Secretary of State of Illinois.

USER TYPES:

Commercial User: Transit lodging, retail and wholesale establishments or places engaged in selling merchandise or rendering services.

Industrial Users: Establishments engaged in manufacturing activities involving the mechanical or chemical transformation of materials of substance into products.

Institutional/Governmental User: Schools, churches, penal institutions and users associated with Federal, State and local governments.

Residential User: All monthly-billed dwelling units such as houses, mobile homes, permanent multi-family dwellings.

User Class: The type of user, "residential, institutional/governmental, commercial", or "industrial", as defined herein.

WASTEWATER AND ITS CHARACTERISTICS:

BOD (denoting biochemical oxygen demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20) centigrade, expressed in milligrams per liter.

Industrial Waste: Any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

Sewage: Is used interchangeably with "wastewater".

Suspended Solids (SS): Solids that either float on the surface of, or are in suspension in water, sewage or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in the IEPA Division of Laboratories' "Manual of Laboratory Methods".

Wastewater: The spent water of a community. From this standpoint, of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground water, surface water and storm water that may be present.

WASTEWATER FACILITIES: The structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and transport effluent to a watercourse.

4-4C-2: **WASTEWATER SERVICE CHARGES:**

4-4C-2-1: **BASIS FOR WASTEWATER SERVICE CHARGES:**

- A. Wastewater Service Charge: The wastewater service charge for the use of and for service supplied by the wastewater facilities of the City shall consist of a Volumetric charge for operation and maintenance plus replacement (OM&R), applicable surcharges, and a local capital cost charge composed of a debt service charge and a capital improvement charge.
- B. Debt Service Charge: The debt service charge shall be computed by dividing the annual debt service for all outstanding wastewater bonds (less any capital improvement charge imposed) by the number of users. Through further divisions, the monthly and/or monthly debt service charges can be computed.
- C. Volumetric Charge:
 - 1. The Volumetric charge shall be based on water usage as recorded by water meters and/or sewage meters for wastes having the following normal domestic concentrations:
 - a. A five (5) day, twenty degree (20) centigrade biochemical oxygen demand (BOD) of two hundred (200) mg/l.
 - b. A suspended solids (SS) content of 250 mg/l.
 - 2. The Volumetric charge shall consist of operation and maintenance costs plus replacement and shall be computed for all users except North Pekin as follows:
 - a. Estimate wastewater volume, pounds of SS and pounds of BOD to be treated.
 - b. Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund for the year.
 - c. Proportion the estimated OM&R costs to each user class by volume, suspended solids and BOD.
 - d. Proportion the estimated operation, maintenance and replacement (OM&R) costs to wastewater facility categories by volume, suspended solids and BOD.
 - e. Compute costs per one thousand (1,000) gallons for normal sewage strength.
 - f. Compute surcharge cost per pound per one thousand (1,000) gallons in excess of normal sewage strength for BOD and SS.
- D. Capital improvement Charge: The wastewater charge for the use of and for services supplied by the wastewater facilities of the City, which shall be computed based on usage, and the funds so generated shall be used for capital improvements.

- E. Surcharge for Users with Excessive BOD and SS Concentrations: A surcharge will be levied to all users whose waters will be levied to all users whose waters exceed the normal domestic concentrations of BOD (200 mg/l) and SS (250 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes which exceed the two hundred (200) mg/l and two hundred fifty (250) mg/l concentration for BOD and SS respectively. Section 4-4C-2-6 specifies the procedure to compute a surcharge.
- F. Village of North Pekin: The Village of North Pekin will be billed in accordance with the requirements of the most recent contractual agreement with the City of Pekin regarding wastewater services.
- G. Annual Review: The adequacy of the wastewater service charge shall be reviewed, not less often an annually, at the same time and as part of the annual audit report to the City. The wastewater service charge shall be revised periodically to reflect a change in local capital costs or a change in operation and maintenance costs, including replacement costs.

The users of wastewater treatment services will be notified annually of the rate and that portion of the user charges which are attributable to the wastewater treatment operation, maintenance and replacement.

4-4C-2-2: MEASUREMENT OF FLOW: The volume of flow used for computing Volumetric charges and surcharges shall be the metered water consumption read to the lowest even increments of one thousand (1,000) gallons, unless the user qualifies for nine (9) month averaging (as defined below) or a separate wastewater meter or water meter has been installed in conformance with the requirements of the City.

- A. If the user discharging wastes into the public sewers procures any part, or all, of his water from sources other than the Illinois-American Water Company - Pekin Park District, all or a part of which is discharged into the public sewers, said user may be required by the City to install and maintain, at his expense, water meters of a type approved by the Illinois-American Water Company - Pekin Park District for the purpose of determining the volume of water obtained from these other sources.
- B. Devices for measuring the volume of waste discharged may be required by the City if these volumes cannot otherwise be determined from the metered water consumption records.
- C. An additional water meter may be installed in a user's home plumbing at the user's expense if a user desires to distinguish between the water usage that enters the sewer system from that portion of water usage which is used for such purposes as lawn watering, swimming pools, etc. Where the water does not enter the sewer system, the meter must be installed so water going through the "nonsewered" meter cannot be returned to the sewer.

Upon installation, a City inspector will examine the installation for conformance to this requirement. Periodic checks will be made by the City inspector to assess the adequacy of the installation and verify the reported meter readings.

- D. Metering devices, including additional water meters, for determining the volume of waste shall be installed, owned and maintained by the user discharging wastes into the public sewers. Following approval and installation, such meters may not be removed, unless service is cancelled, without the consent of the City.
- E. "Seven (7) month averaging" will only be allowed for those monthly customers classified as residential. The usage from the months of October through April will be averaged, and the lesser of this average or the actual metered usage during the summer billing period will be the amount charged for the summer billing period. If a customer has not been serviced for a full seven (7) month period, **due to either being a new resident or a part time resident, the Wastewater Billing Department shall estimate the amount based on historical and/or compatible usage be based upon an average usage of 2500 gallons per user per household plus the \$3.00 minimum charge. The \$3.00 minimum charge will be charged for those residents who are not present through the winter months and have no water usage even though they have had their meter pulled since they are still connected to the sanitary sewer system.** (Ord. No. 2444 09-12-05).

4-4C-2-3: **LOCAL CAPITAL COST CHARGE:** the Local Capital Cost Charge shall consist of the Debt Service Charge, the Capital Improvement Charge and the Minimum Charge. (Ord. No. 2344 10-27-03).

A. **DEBT SERVICE CHARGE:** A minimum debt service charge of zero dollars (\$0.00) per month to each user of the wastewater facility is hereby established. Any resident of the City who operates and maintains an individual septic tank system shall be charged the Debt Service Charge.

B. **CAPITAL IMPROVEMENT CHARGE:** There is a minimum capital improvement charge of zero dollars (\$0.00) per month to each user of the wastewater facility of the City. (Ord. No. 2344 10-27-03).

C. **MINIMUM CHARGE:** There shall be and there is hereby established a minimum charge of three dollars (\$3.00) per month to each user of wastewater facility. (Ord. No. 2344 10-27-03).

4-4C-2-4: **VOLUMETRIC RATE:** There shall be and there is hereby established a volumetric rate for the use of and for service supplied by the wastewater facilities of the City.

A volumetric rate of two dollars thirty-nine cents (\$2.39) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2011.

A volumetric rate of two dollars eighty-seven cents (\$2.87) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2012.

A volumetric rate of three dollars forty-four cents (\$3.44) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2013.

A volumetric rate of four dollars twenty cents (\$4.20) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2014.

A volumetric rate of five dollars twenty-four cents (\$5.24) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2015.
(Ord. No. 2624 08-02-10)

All nonmetered residential users of the wastewater facilities shall pay a minimum flat rate charge of three dollars (\$3.00) per month.
(Ord. No. 2344 10-27-03)

Any resident of the City who currently operates and maintains on individual septic tank system shall be exempt from the volumetric charge.

4-4C-2-5: **SURCHARGE RATE:** The rates of surcharges for BOD and SS shall be as follows:

Per lb. of BOD:	\$0.40
Per lb. of SS:	\$0.25

(Ord. No. 2344 10-27-09)

(Ord. No. 2624 08-02-10)

4-4C-2-6: **COMPUTATION OF SURCHARGE:** The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the City of Pekin and shall be binding as a basis for surcharges.

4-4C-2-7: **COMPUTATION OF WASTEWATER SERVICE CHARGE:** The wastewater service charge shall be computed by the following formula:

$$CW = CD + (VU) CU + CS + CC + MC$$

Where CW=Amount of wastewater service charged (\$) per billing period

Where CD=Debt service charge (Section 4-4C-2-3)

Where VU=Volume of wastewater for the billing period (Section 4-4C-2-2)

Where CU=Volumetric rate for operation, maintenance and replacement
(Section 4-4C-2-4)

Where CS=Amount of surcharge (Sections 4-4C-2-5 and 4-4C-2-6)

Where CC=Capital improvement charge (Section 4-4C-2-3)

Where MC = Minimum Charge (Section 4-4C-2-3)
(Ord No. 2344 10-27-09)

4-4C-3: **GENERAL PROVISIONS:**

4-4C-3-1: **BILLS:** Said rates or charges for service shall be payable monthly or monthly depending on the classification of service for which bills are rendered. The owner of the premises (including the beneficiary of any land trust which owns the premises), the occupant thereof and the user of the service to such premises and the service is furnished to the premises by the City only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the City.

Bills for sewer service shall be sent out by the City, or its designated agent, during the month or quarter during which the service is rendered or during the succeeding month.

It shall be the policy of the City of Pekin to send bills for sewer service only to the record owner of the real estate except that the City of Pekin shall have the authority to make reasonable exceptions to this policy.

All sewer bills are due and payable twenty one (21) days after being sent out for those users in the residential class and ten (10) days after being sent out for those users in the commercial class, and upon nonpayment within the time period allowed a service charge for late payment shall be assessed of one and one-half percent (1.5%) per month on the unpaid balance or eighty five cents (\$0.85) per month, whichever is greater.

4-4C-3-2: **LIEN NOTICE OF DELINQUENCY:** Whenever a bill for sewer service remains unpaid for forty five (45) days for monthly service or sixty five (65) days for monthly service after it has been rendered, the City Director of Finance shall file with the County Recorder of Deeds a statement of lien claim. This statement shall contain the legal description of the premises and/or current address of the premises served, the amount of the unpaid bill and a notice that the City claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.

4-4C-3-3: **ENFORCEMENT OF LIEN:** If payment shall not be made for charges as provided in this ordinance, any amount due for sewage service, additional charges, or benefits when the same come due, the City may, as provided by the Illinois Compiled Statutes, 65 ILCS 5/11-141-7, foreclose such lien in like manner and with like effect as in the foreclosure of mortgages on real estate. In the alternative, and also pursuant to the Illinois Compiled Statutes, 65 ILCS 5/11-141-7, the City may, in its discretion, file suit to collect such amounts as are delinquent and due against the occupant or user of the real estate in a civil action, and shall collect, as well, all attorney's fees incurred by it, the same to be fixed by order of the court.

4-4C-3-4: **REVENUES:** All revenues and moneys derived for the operation of the sewage system shall be deposited in the sewerage account of the Sewerage Fund. All such revenues and monies shall be held by the City Director of Finance separate and apart from his private funds and separate and apart from all other funds of the City and all of said sum, without any deductions whatever, shall be delivered to the City Director of Finance not more than ten (10) days after receipt of the same, or at such more frequent intervals as may from time to time be directed by the City Manager.

The City Director of Finance shall receive all such revenues from the sewerage system and all other funds and monies incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Sewerage Fund of the City". Said Director of Finance shall administer such fund in every respect in the manner provided by statute of the "Revised Cities and Villages Act" (65 ILCS 5/11-141-18.)

4-4C-3-5: **ACCOUNTS:** The City Director of Finance shall be responsible for establishing a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals, he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the wastewater facilities, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system and capital amounts required to be recovered under the industrial cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

- A. Flow data showing total gallons received at the wastewater plant for the current fiscal year.
- B. Billing data to show total number of gallons billed per fiscal year.
- C. Debt service for the next succeeding fiscal year.
- D. Number of users connected to the system.
- E. Number of nonmetered users.
- F. A list of users discharging nondomestic and industrial wastes and volume of waste discharged.

4-4C-3-6: **NOTICE OF RATES:** Users of the sewerage system will be notified by the City of the rates and that portion of the user charges which are attributable to wastewater treatment service, including the financial information of Section 4-4C-3-5.

4-4C-3-7: **ACCESS TO RECORDS:** The Illinois Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers and records of the City which are applicable to the City's system of user charges or industrial cost recovery for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the special and general conditions to any State grant.

4-4C-3-8: **COLLECTION:** The Director of Finance or other designated administrator of the City Wastewater Division shall assure that every effort is made to collect all sums that become due and owing to the City under this Article. In addition to the provisions of Section 4-4C-3-3 hereof and to the provisions of Section 4-4C-5 of this Article, the designated administrator of the Wastewater Division shall establish consistent procedures for the collection of sums that become due and owing under this Article. Such procedures may include the use of commercial collection agencies or other parties.

Additionally, the Director of Finance or other designated administrator shall report on a periodic basis to the City Director of Finance as to the amount and nature of all accounts due the City under this Article.

4-4C-4: **EFFECTIVE DATE OF RATES:** The rates and service charges established for user charges in Sections 4-4C-2-4 through 4-4C-2-5 are effective as of May 1, 2011. All other effective dates remain in full force and effect (Ord. No. 2344 10-27-03) (Ord. No. 2624 08-02-10)

4-4C-5: SERVICE DISCONNECTION; NONPAYMENT OF BILL:

- A. If the charges for the sewerage service of the City shall remain unpaid until the 10th day of the month next following the due date of the bill, the Code enforcement officer may elect to commence procedures resulting in termination of sewer service by notifying such customer in writing by certified or registered mail, return receipt requested or personal delivery, that said sewer service will be terminated. Said notice shall also specifically inform such use of the following:
1. The user may contact the Code Enforcement Officer to request a hearing on the matter; and
 2. The said request must be made within three (3) days of the receipt of said termination notice; and
 3. If said request is made, a hearing will be held within ten (10) days of the receipt of said delinquent notice; and
 4. The service will be discontinued within ten (10) days of the receipt of said notice if no request for a hearing is made.
- B. The Code Enforcement Officer shall advise anyone making a request for such a hearing of the time, place and date of hearing at such time said request is made.
- C. If the findings at said hearing are adverse to the user, said decision shall be reduced to writing, with a copy thereof to be forwarded to said user, by certified or registered mail, return receipt requested, or personal delivery. Said decision should also contain the date on which service to the user in question will be discontinued.
- D. In the event sewerage service has been discontinued due to nonpayment of bills, then such sewer service shall not be reconnected until all outstanding bills for sewerage service to the property have been paid in full and the cost incurred by the City as a result of the discontinuance and reinstatement of said service has been paid in full.
- E. The person serving as Code Enforcement Officer shall serve as hearing officer for any hearings which may be held under this Section. In the event said person is unable to serve as said hearing officer, then the City Council shall designate an alternate hearing officer for any such hearings.

4-4C-6: APPEALS: The method of computation of rates and service charges established for user charges in Sections 4-4C-2-1 through 4-4C-2-6 shall be made available to a user within thirty (30) days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by the City within sixty (60) days after notification of a formal written appeal outlining the discrepancies.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Amend Agreement with Midland Davis for Recycling

AGENDA DATE REQUESTED: October 11, 2011

ACTION REQUESTED: Approve the amendment to the agreement with Midland Davis for recycling services.

DESCRIPTION: We are currently working with Midland Davis who accepts our recycling and takes care of the site by McDonalds. The terms of the agreement state that we pay them so much per cubic yard of material delivered. This amendment basically states that they will start paying us by the ton for the material we deliver to them. There are two proposals that cover the two operations. There is the home pick-up portion that we do and that will be figured at \$80 per ton for comingled paper, plastic, tin, and aluminum. The other operation is the collection center at McDonalds and that one they do the pick-up and we will receive \$80 per ton for the paper and \$100 per ton for the comingled plastic.

I recommend that this amendment be accepted.

FINANCIAL IMPACT: Income for recycled items versus paying

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: City receives money for their recycling efforts.

IMPACT IF DENIED: City continues to pay for the recycling efforts.

ALTERNATIVES: none at this time

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

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

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



PURCHASE CONTRACT

3301 4th Ave.
Moline, IL 61265
Ph: 309-764-6723
Fax: 309-764-6729
www.midlanddavis.com

City of Pekin
111 South Capital Street
Pekin, IL 61554
Joe Wuellner

AGREES TO SELL

P.O. Number: 1699
Date: 9/27/2011

commodity	description	Quantity	Price	FOB
Co-mingled recycling	Paper, plastic, aluminum and tin cans	Total accumulation	Yellow sheet list less \$80.00 NT	Delivered Midland

Terms: Pricing of co-mingled based on the Official Board Market Yellow Sheet.
First effective issue high side list Chicago District for #8 news will determine price.

Time of Delivery: 10/03/11-11/30/12

Shipping Instructions

Ship to: Midland Davis Pekin

Route via: Pekin trucks

Remarks: Payment on the 15th of month following delivery.

Accepted by _____

Midland Davis Corporation

Date _____

Per



PURCHASE CONTRACT

3301 4th Ave.
Moline, IL 61265
Ph: 309-764-6723
Fax: 309-764-6729
www.midlanddavis.com

City of Pekin
111 South Capital Street
Pekin, IL. 61554
Joe Wuellner

AGREES TO SELL

P.O. Number: 1700
Date: 9/27/2011

commodity	description	Quantity	Price	FOB
Co-mingled recycling	paper, plastic, aluminum and tin cans	Total accumulation	Yellow Sheet list less \$80.00 NT	Drop off location

Terms: Pricing of co-mingled material based on the Official Board Market Yellow Sheet. First effective issue high side list Chicago District for #8 news will determine price.

Time of Delivery: 10/03/11-11/30/12

Shipping Instructions

Ship to: Midland Davis Pekin

Route via: Midland trucks

Remarks: Paper and corrugated box hauled at \$75.00 per pull. Co-mingled plastic at \$100.00 per pull.

Accepted by _____

Midland Davis Corporation

Date _____

Per



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Agreement with Panhandle Eastern Pipe Line

AGENDA DATE REQUESTED: October 11, 2011

ACTION REQUESTED: Approve the agreement with Panhandle Eastern Pipe Line for the relocation of the gas line at Sheridan Road to allow for the construction of Veterans Drive.

DESCRIPTION: The extension of Veterans Drive to north from Broadway requires a crossing of a natural gas transmission line owned by Panhandle Eastern. This is in their right of way and therefore we are liable for the costs to relocate the line with a higher strength line. This agreement covers the work to be done for an estimated cost of \$1,302,818. If the project costs more, we will have to cover the additional costs but if it comes under this price, we will receive a refund. The money must be prepaid so a check will accompany this agreement on return. I have checked with IDOT and this work is covered by the \$4.8 million funding so we will receive 80% of the total back. Funding for this work is in the budget for this fiscal year and work on the road cannot be done in this area until this line has been relocated and upgraded.

I recommend that this agreement be approved and a check cut to cover the estimated cost.

FINANCIAL IMPACT: \$1,302,818 initially and \$260,563.60 once funding is received from IDOT from the grant.

NEIGHBORHOOD CONCERNS: Allows for the next extension north of Veterans Drive.

IMPACT IF APPROVED: Construction can move forward to the north on Veterans

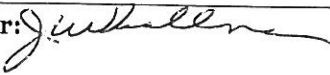
IMPACT IF DENIED: Construction will be held up until a satisfactory resolution can be found

ALTERNATIVES: None – Line has to be upgraded in order to build road.

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

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REQUIRED SIGNATURES

Department Director: 

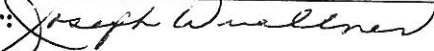
Date: 10/3/11

Finance Department (Certification of Availability of Funds):

Date: 10-3-11 

Corporation Counsel:

Date:

City Manager: 

Date: 10/3/11

PIPELINE MODIFICATION REIMBURSEMENT AGREEMENT

This Pipeline Modification Reimbursement Agreement ("Agreement") is made this _____ day of _____, 2011 by and between Panhandle Eastern Pipe Line Company, LP ("Panhandle"), a Delaware limited liability company with its principal office in Houston, Texas and the City of Pekin, Illinois ("City"), a political subdivision of the State of Illinois, with offices in Pekin, Illinois. Panhandle and City shall each be referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Panhandle owns and operates an interstate natural gas transmission system, including a 22" diameter high pressure natural gas pipeline (referred to by Panhandle as the Peoria 300 Line) in Tazewell County, Illinois (the "Pipeline"); and

WHEREAS, Panhandle owns certain easements and rights-of-way (collectively, the "Panhandle ROW") within which the Pipeline is located; and

WHEREAS, the City proposes to construct a new public roadway (construction of such roadway, the "Roadway Project"), as more fully described on the plans attached hereto as Exhibit A; and

WHEREAS, a portion of the Roadway Project will cross the Pipeline, and construction of the Roadway Project will require that a portion of the Pipeline be replaced, relocated, adjusted and/or otherwise modified (including, without limitation, installation of a temporary bypass) (such replacement, relocation, adjustment and/or modification, to be determined in the sole discretion of Company, collectively, the "Pipeline Modifications"); and

WHEREAS, Panhandle is willing to construct the Pipeline Modifications in order to facilitate construction of the Roadway Project under the terms and conditions set forth herein; and

WHEREAS, City has agreed to reimburse Panhandle for one hundred (100%) percent of all costs incurred by Panhandle to construct the Pipeline Modifications, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises, above, and the mutual covenants hereinafter set forth, Panhandle and City hereby agree as follows:

ARTICLE I

DESCRIPTION OF CITY FACILITIES AND OF PIPELINE MODIFICATIONS

- 1.1 Exhibit A shows the current location of the Pipeline, and the proposed locations and description of the Roadway Project.

- 1.2 Exhibit A also describes the Pipeline Modifications as currently proposed by Panhandle and the proposed modified location of the Pipeline. Panhandle will advise City in writing promptly upon any determination by Panhandle of a material change or adjustment to the Pipeline Modifications.

ARTICLE II

PAYMENT AND REIMBURSEMENT OF COSTS

- 2.1 City agrees to reimburse Panhandle for one hundred (100%) percent of all costs incurred by Panhandle in performing the Pipeline Modifications, including, but not limited to: engineering, surveying, contract labor, materials, inspections, permitting, gas loss, general and administrative expenses, and any other costs reasonably incurred directly or indirectly with respect to the work to be performed. The estimated total cost to perform the Pipeline Modifications is one million, three hundred- two thousand, eight hundred eighteen U.S. dollars (\$1, 302,818.00). Attached hereto as Exhibit B is a detailed breakdown of Panhandle's estimated costs. Such estimate shall not, however, be deemed to constitute either a floor or a ceiling as to City's liability hereunder.
- 2.2 City shall prepay to Panhandle such estimated total cost within ten (10) business days after receipt by Panhandle of this Agreement executed by both City and Panhandle. Panhandle is under no obligation to proceed with any phase of the project until such prepayment is received from City.
- 2.3 Upon completion of the project, when all costs are fully determined, Panhandle shall provide a detailed cost accounting to City for all direct and indirect costs. Panhandle shall refund, within 30 days of the transmittal date of the cost accounting, any amount prepaid by City that is in excess of the cost. City shall pay to Panhandle, within the same period, any amount by which the project cost exceeds the aggregate amount prepaid by City. In the event of a good faith dispute concerning the cost accounting, Panhandle shall provide such additional information with respect to such disputed costs as City reasonably requests, and City shall not be deemed in breach of this Agreement for declining to pay any disputed charges until such time as the dispute is resolved. Interest on any amount not paid when due (including any disputed amount later determined to have been properly payable) shall accrue and be payable at the J. P. Morgan Chase Bank prime rate plus two percent (2%) from the original due date until paid.
- 2.4 In the event the project should be cancelled for any reason prior to the start of construction, City shall only be responsible for actual costs incurred by Panhandle at the time of cancellation, plus any additional costs to close out the project and settle existing commitments that Panhandle is unable to avoid and less any refunds to Panhandle.
- 2.5 Panhandle and City expressly recognize that the work to be performed hereunder will not result in any suspension or interruption of service to any of Panhandle's pipelines and City shall have no liability to reimburse or pay Panhandle business interruption or lost profit

damages in connection with the work with the exception of gas loss identified in 2.1 above.

ARTICLE III

AUDIT

- 3.1 City shall have the right to audit, at its own expense, Panhandle's cost records for the Pipeline Modification for one (1) year from the date of Panhandle's final invoice. During such one year period, Panhandle shall maintain all necessary records, including back-up data, for such costs.
- 3.2 All audits shall be performed during Panhandle's normal business hours and at Panhandle's office located at 8910 Purdue Rd., Suite 300 Indianapolis, IN. 46268.

ARTICLE IV

DESIGN AND CONSTRUCTION

- 4.1 Panhandle shall have sole authority and responsibility for the design of the Pipeline Modifications, selection of materials, procedures for relocation of the pipeline, and for the selection and management of the contractor utilized to perform the work. All designs shall be in accordance with DOT Title 49 CFR Part 192 and applicable federal, state and local safety and environmental regulations and in accordance with sound and prudent natural gas pipeline industry practices. The contractor shall be selected in accordance with Panhandle's standard contractor selection process.
- 4.2 City will not change the location or description of the Roadway Project from that depicted on Exhibit A without the approval of Panhandle, which approval Panhandle shall not unreasonably withhold.
- 4.3 Panhandle shall be solely responsible for obtaining all applicable state and federal permits pertaining to the pipeline relocation.
- 4.4 Panhandle will use commercially reasonable efforts to complete the Pipeline Modifications in a prompt manner. It is, however, recognized and stipulated that limitations as to availability of personnel and/or materials may cause delays in the completion of the Pipeline Modifications. Under no circumstances shall Panhandle be deemed to have agreed, by entry into this agreement, that said Pipeline Modifications shall be completed by any particular date.
- 4.5 Panhandle expressly recognizes that City's liability for the work to be performed hereunder is limited to its obligation to pay for the same pursuant to the terms herein and Panhandle shall indemnify and hold City harmless for any claims, suits, injuries, losses or damages of any kind or character arising from the performance of the work by Panhandle or Panhandle's contractors, agents or employees.

ARTICLE V

INDEMNIFICATION

- 5.1 It is expressly understood that (1) Panhandle is in no respect and for no purpose the agent of City, (2) City shall at all times be responsible for the acts or omissions of its employees, agents and representatives, subcontractors or suppliers or their employees, agents and representatives and agrees to indemnify, defend and hold harmless Panhandle from and against any claims arising from such acts or omissions. Panhandle shall at all times be responsible for the acts or omissions of its employees, agents and representatives, subcontractors or suppliers or their employees, agents and representatives and agrees to indemnify, defend and hold harmless City from and against any claims arising from such acts or omissions.

ARTICLE VI

NOTIFICATION

- 6.1 All notices and other communications between the parties, unless otherwise specifically provided, shall be in writing and deemed to have been duly given when delivered in person or three days after being deposited with the United States Postal Service, First Class, with postage prepaid, addressed as follows:

If to City:

Joe Wuellner
City of Pekin, IL
111 South Capital Street
Pekin, IL 61554
Phone 309-478-5371
Fax: 309-346-2095
E-mail: jwuellner@ci.pekin.il.us

If to Panhandle

For Payments: As instructed on the invoice.

For All Other Communications:

Scott Gallagher
Panhandle Eastern Pipe Line Company, LP
8910 Purdue Road, Suite 300
Indianapolis, IN 46268
Phone 317-879-3033
Fax 713-879-3039
Scott.M.Gallagher@SUG.com

or to such other address as either Party from time to time may designate by written notice to the other in accordance with this section.

ARTICLE VII

ASSIGNMENT

- 7.1 This Agreement may be assigned by either party, without the consent of the other, to an affiliate or any other company which shall succeed it by purchase, merger, consolidation, or other transfer of substantially all assets of the original party. Such successor shall be entitled to the rights and shall be subject to the obligations of its predecessor under this Agreement. Otherwise, neither party shall assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. In no event shall the party assigning its interest be released from any of its obligations to the other party. Nothing herein contained shall prevent or restrict either party from pledging, granting a security interest in, or assigning as collateral all or any portion of such party's interest in this Agreement to secure any debt or obligation of such party under any mortgage, deed of trust, security or similar instrument.

ARTICLE VIII

FURTHER ASSURANCES

- 8.1 City and Panhandle agree, at the request of the other, to execute and deliver all such other and additional instruments and documents and take such other reasonable action as may be necessary or desirable in order to more fully and effectively carry out the intents and purposes of this Agreement.

ARTICLE IX

MISCELLANEOUS

- 9.1 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT FOR THE CONFLICT OF LAWS PROVISIONS THEREOF WHICH WOULD REFER A PARTY TO THE LAWS OF ANOTHER JURISDICTION.

- 9.2 Each party shall promptly notify the other of any action, circumstance, condition, or reasonably likely potential occurrence that might have a material effect on the ability of such party to perform its intended obligations under this Agreement.
- 9.3 This Agreement is expressly made subject to all statutes and/or regulations of any governmental body having jurisdiction.

ARTICLE X

FORCE MAJEURE

- 10.1 If, by reason of force majeure, any party hereto shall be rendered unable, wholly or partially to carry out any obligations it may have under this Agreement, except City's obligations to make payment to Panhandle under this Agreement, as specified in Article II, then if such party shall give notice as soon as practicable and full details thereafter in writing of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligations of the party giving such notice, so far as affected by such force majeure, shall be suspended during the continuance of the inability so caused but for no longer period, and such party shall endeavor to remove or overcome such inability so caused with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, inability to obtain permits, strikes, lockouts, and any other industrial disturbances, acts of the public enemy, orders of any kind of the government or any governmental authority having or asserting jurisdiction over the premises, any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, acts of government or people, civil disturbances, explosions, breakages or accident of machinery or pipelines; or inability on the part of any party hereto to carry out its obligations under this Agreement on account of any other cause or cases not reasonably within the control of such party. Settlement of all labor disputes shall be in the sole discretion of the party having the difficulty.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year above first written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By: _____

Name: _____

Title: _____

CITY OF PEKIN, IL

By: _____

Name: Laurie Barra_____

Title: Mayor_____



DISCHARGE: GLENARM DISCHARGE GROUP

PEORIA 300 RELAY

CITY OF PEKIN /VETERANS DRIVE
TAZEWELL COUNTY, ILLINOIS
W/O # TBD

ISSUED FOR
CONSTRUCTION
9-12-2011

PEORIA VET-DR-A-CVR

\$\$\$\$\$DOWNSPECIFICATIONFILENAME\$\$\$\$\$

\$\$\$\$\$DOWNSPECIFICATIONFILENAME\$\$\$\$\$

DRAWING INDEX	
DWG. NO.	DWG. TITLE
Peoria 300 Relay * City of Pekin	Veteran*s Drive
<u>Scope of Work:</u>	
Contractor shall provide all equipment, labor and materials not otherwise provided or specified by Panhandle Eastern Pipe Line in order to complete all aspects/phases of said work. Panhandle Eastern will supply x-ray, pipe over 1-inch in diameter, fittings, and valves over 1-inch. Contractor shall coordinate the requirements of flowable fill placement.	
* A 22 by 12-inch stoppleby-pass will be required to maintain serviceability of this single-line feed during the construction/relay activities. TD Williamson will perform the installation of the stopple by-pass fitting while Area Operations will be required to weld the fittings on the active line (welding shall be performed by using a low H+ process). Offset distance of the by-pass line shall be such that it does not interfere with the 22-inch relay portion of the project in order to minimize any potential for damage.	
* Pipeline contractor to string & weld approx. 700 ft. of 12" by-pass line on top of ground, x-ray and hydrostatically test prior to placing in-service. Area Operations will install 2-2-inch hot taps on the affected portion of the existing line for depressurizing purposes. Pipeline contractor to install weld caps on the non-pressurized side of the stopples. Once this phase of the project is complete and the by-pass line is connected to the stopple fitting, TD Williamson will begin the stoppleby-pass process in order to isolate the affected portion of the line while maintaining serviceability to DS customers. Once the by-pass is placed in-service and the 2-2-inch hot taps installed; Area Operations will then proceed to blow-down the isolated portion of the line and begin to run air movers in order to make the appropriate cuts. Cuts to be made cold. NOTE: On the expanded wall side of the relay, the minimum pup length removed shall be 66-inches and marked in order for it to be re-used for making a transition piece.	
* Upon isolation and cut, excavate and remove to a depth approx. 600 ft. of the existing 22-inch Peoria 300. Retired pipeline shall be segmented and hauled with a tarp to Bartonville Station, where it is to be stocked for later pick-up.	
* Re-ditch in-situ relay section, in order to maintain a minimum of 72-inches below new roadway elevation and make appropriate bend configuration via field bending practices utilizing internal mandrels. 2-2 inch Save-A-Valve nipples should be installed on the opposite ends of the new relay section for future purging purposes. X-ray new relay section and hydrostatically test which shall also include 2 - 4-inch bottles to be used at the end of the project. Upon successful completion of the hydrotest, fabricate 2 - 1 ft. Type A reinforcement sleeves as well as an 18-inch transition piece (expanded wall section previously cut from existing pipe) from new relay section to be installed toward the end of the project.	
* Upon completing final tie-ins of new relay section, the pipeline contractor will place approx. 300 yds of flowable fill as specified by the City of Pekin along the length of the new pipeline segment that will traverse the new roadway (i.e., Veteran's Drive). Flowable fill volume is based on estimated quantities and may be adjusted based on actual field conditions. The flowable fill shall be placed from bottom of pipe trench to 1 ft. below existing grade. The City of Pekin has requested additional 12-inches of topsoil to be placed over the flowable fill, once it has set.	
* Area Operations will then purge the new 22-inch relay section through the 2-inch Save-A-Valves. Once the line has been purged, the pipeline contractor will then install the 2 - 1 ft. Type A reinforcement sleeves and 4-inch bottles over the Save-A-Valve nipples prior to TD Williamson stopping the stoppleby-pass operation. Once mag-particle examination has been performed on the reinforcement sleeves and 4-inch bottles, TD Williamson will proceed to open stopple in order for gas flow through new relay section and cease by-pass operations.	
* Area Operations will blow down 12" by-pass section, while the pipeline contractor will be required to disassemble into manageable segments (i.e., cut-out welds) and load, haul and transport to Cimic Warehouse for inventory purposes.	
* With the assistance of the pipeline contractor, TD Williamson will remove the stoppleby-pass fittings from the pipeline. NOTE: One stopple fitting will remain as a permanent pipeline appurtenance and be located approx. 8 ft. north of the new Sheridan Road Right-of-Way (will be within new road right-of-way). Pipeline contractor to backfill remaining segments of pipeline, and perform final clean-up activities.	

GENERAL NOTES	
<u>MECHANICAL GENERAL NOTES</u>	
1. CONTRACTOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS AS DEFINED BY THE CONTRACT DOCUMENTS, SPECIFICATIONS, DRAWINGS, ENVIRONMENTAL PLANS AND PERMIT STIPULATIONS.	
2. PREFABRICATED PIPING ASSEMBLIES HAVE BEEN SHOP-TESTED AND DIMENSIONALLY CHECKED BY A FABRICATION CONTRACTOR. CONTRACTOR SHALL ADVISE THE PEPL/TGC FIELD REPRESENTATIVE OF ANY DISCREPANCIES.	
3. PEPL/TGC ENGINEERING SHALL APPROVE ANY DEVIATIONS FROM THE CONSTRUCTION DRAWINGS PRIOR TO INSTALLATION.	
4. CONTRACTOR TO SUPPLY ALL PIPING MATERIALS UNDER 2-INCHES NOMINAL DIAMETER, ALL CONCRETE AND PIPE SUPPORT / ANCHOR BOLT MATERIALS, ALL ACCESS PLATFORM AND LADDER MATERIALS, AND OTHER MATERIALS THAT MAY BE SO INDICATED ON THE DRAWINGS. ALL MATERIALS SUPPLIED BY CONTRACTOR SHALL BE APPROVED BY THE PEPL/TGC FIELD REPRESENTATIVE PRIOR TO INSTALLATION.	
5. CONTRACTOR SHALL PROVIDE ALL HYDROSTATIC TESTING MATERIALS, INCLUDING, BUT NOT LIMITED TO TEST MANIFOLDS, VALVES, GAUGES, PUMPS, HOSES AND CALIBRATED TEST INSTRUMENTS, ETC., TO PERFORM THE PROJECT SCOPE.	
6. CONTRACTOR IS RESPONSIBLE FOR ALL WATER HAULING AND DISPOSAL. WATER FILL AND DISCHARGE SITES SHALL BE IN ACCORDANCE WITH APPLICABLE PERMITS.	
7. ANY DAMAGE TO THE PIPE COATING SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR. HOLIDAYS AND COATING DAMAGE ON SHOP AND FBE COATING SHALL BE RE-COATED WITH 20 MILS OF FBE.	
8. FIELD JOINTS AND TIE-IN WELDS SHALL BE SURFACE-PREPPEDED AND COATED PER THE APPLICABLE PEPL/TGC SPECIFICATIONS FOR ABOVE- AND BELOW-GROUND SERVICE.	
9. FIELD-APPLIED COATING SHALL EXTEND TO A MINIMUM OF 6" ABOVE GRADE.	
10. FIELD-APPLIED COATING AT GIRTH WELDS SHALL OVERLAP THE FACTORY-APPLIED FBE BY 6".	
11. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING BELOW-GRADE TIE-IN LOCATIONS, PIPE DEPTH AND ANY EXISTENCE OF COUPLED JOINTS, ANCHOR FLANGES / BLOCKS, REINFORCING SLEEVES AND FOREIGN PIPELINES.	
12. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ABOVE-GRADE PIPING WORK (OVERALL LAYOUT, SUPPORT LOCATIONS AND GENERAL PIPING MATCH-UP) FOR INTERFERENCE WITH EXISTING ABOVE-GRADE PIPING OR BELOW-GRADE ANCHOR FLANGE / BLOCK AND LATERAL PIPELINE LOCATIONS.	
13. UNDERGROUND INSTALLATIONS SHALL NOT BE BACKFILLED WITHOUT THE APPROVAL OF THE PEPL/TGC FIELD REPRESENTATIVE.	
14. DO NOT HYDROTEST THROUGH FULLY OPENED VALVES IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.	
15. ALL WORK PERFORMED NEAR ADJACENT IN-SERVICE PIPELINES WITH COUPLINGS OR ACETYLENE WELDS THAT HAVE NOT BEEN REINFORCED SHALL HAVE A MINIMUM OF 15 FEET SEPARATION.	
16. ABSOLUTELY NO EXCAVATION WILL BE ALLOWED WITHIN 15 FEET OF ANY PIPELINE WITH COUPLINGS OR ACETYLENE WELDS UNTIL THE PEPL/TGC TRANSMISSION DEPARTMENT HAS INSTALLED REINFORCEMENTS OR DEPRESSURIZED THE PIPELINE AND HAS GIVEN AUTHORIZATION FOR EXCAVATION TO PROCEED.	
<u>CIVIL GENERAL NOTES</u>	
1. CONTRACTOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS AS DEFINED BY THE CONTRACT DOCUMENTS, SPECIFICATIONS, DRAWINGS, ENVIRONMENTAL PLANS AND PERMIT STIPULATIONS.	
2. ALL CIVIL / SITEWORK MATERIALS (INCLUDING BUT NOT LIMITED TO CONCRETE, FORMS, REINFORCING STEEL, ANCHOR BOLTS, FENCE, BORROW MATERIAL, SELECT BACKFILL AND GRAVEL) SHALL BE QUANTIFIED AND PROVIDED BY THE CONTRACTOR.	
3. CONTRACTOR SHALL CONFINE EQUIPMENT AND WORK ACTIVITY TO THE DESIGNATED WORKSPACE AREAS AND ACCESS ROADS.	
4. CONTRACTOR SHALL MAINTAIN ACCESS ROADS IN GOOD CONDITION AT ALL TIMES.	
5. ADDITIONAL EXCAVATION BELOW FOOTINGS MAY BE NECESSARY TO REACH UNDISTURBED SOIL. SHOULD THIS OCCUR, THE EXCAVATION SHALL BE BROUGHT TO THE BOTTOM OF FOOTING ELEVATION WITH COMPACTED SAND FILL.	
6. CONCRETE SHALL BE PLACED AS QUICKLY AS POSSIBLE AFTER THE EXCAVATION OF THE FOUNDATIONS. THE COMPACTED BACKFILL SHALL BE PLACED AS SOON AS POSSIBLE AND COMPACTED TO 95 PERCENT OF STANDARD PROCTOR DENSITY, PER SPECIFICATIONS. ANY FOUNDATION SOIL WHICH IS ALLOWED TO DRY OUT OR BE SUBJECT TO PONDED WATER SHALL BE SUBCUT TO UNDISTURBED SOIL AND BACKFILLED WITH ADDITIONAL CONCRETE.	
7. ALL EXPOSED CONCRETE EDGES SHALL HAVE A 1" X 1" X 45 DEGREE CHAMFER.	
8. CUT AND FILL THE SITE AS NECESSARY TO OBTAIN REQUIRED LINES AND GRADES AS SHOWN ON DRAWINGS.	
9. CONTRACTOR TO FURNISH ALL REINFORCED AND UNREINFORCED CONCRETE ANCHOR AND THRUST BLOCKS AS SHOWN ON THE DRAWINGS.	
10. GRAVELED AREAS SHALL BE A MINIMUM OF 6" COMPACTED THICKNESS.	
11. CONTRACTOR SHALL ESTABLISH AND MAINTAIN BASE LINES AND BENCHMARKS CONVENIENT TO THE WORK, AND PROVIDE HORIZONTAL AND VERTICAL CONTROL FOR THE DETAILED CONSTRUCTION REQUIREMENTS.	
12. THE SITE SHALL BE CLEARED OF ALL ORGANIC AND DELETERIOUS MATERIAL TO NATURAL GRADE. UNLESS PROHIBITED BY PERMIT STIPULATIONS, REMOVE ALL BELOW-GRADE STUMPS, ROOTS, LOGS AND DELETERIOUS MATERIAL. MATERIAL FROM CLEARING AND GRUBBING OPERATIONS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN AN APPROVED LANDFILL. MAINTAIN THE WORK SITE CLEAR OF DEBRIS AND RUBBISH.	
13. EXISTING FACILITIES ALONG WITH TREES OR VEGETATION TO REMAIN UNDISTURBED SHALL BE DESIGNATED BY PEPL/TGC. THE CONTRACTOR SHALL MARK AND PROTECT THESE ITEMS DURING THE COURSE OF CONSTRUCTION.	
14. CONTRACTOR SHALL LOCATE SOURCES AND PROVIDE TEMPORARY STOCKPILE SITES FOR SUITABLE FILL MATERIAL AND EXCESS SPOIL. FILL MATERIAL SHALL BE APPROVED BY THE PEPL/TGC FIELD REPRESENTATIVE BEFORE USE.	
15. CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION FENCE, SILT FENCE, TIMBER MATS, STRAW BALES, DRAINAGE, DEWATERING AND EROSION CONTROL TO PROTECT EXISTING FACILITIES AND COMPLETED / IN-PROGRESS WORK.	
16. CONTRACTOR SHALL PROVIDE DUST CONTROL TO PREVENT ANNOYANCE OR DISRUPTION OF EXISTING PIPELINE OPERATIONS OR COMMUNITY FACILITIES.	
17. CONTRACTOR SHALL RETURN THE CONSTRUCTION SITE TO ORIGINAL CONDITION OR BETTER, AND IS RESPONSIBLE FOR ALL RESEEDING, MULCH, GRAVEL, FENCING, ETC. NECESSARY FOR RESTORATION.	

ELECTRICAL GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE ALL ELECTRICAL-RELATED MATERIALS THAT ARE NOT LISTED IN THE DRAWINGS OR BILLS OF MATERIAL AS BEING FURNISHED BY PEPL INCLUDING, BUT NOT LIMITED TO CONDUIT, FITTINGS, HARDWARE AND WIRING.

PEORIA 300 RELAY
CITY OF PEKIN / VETERANS DRIVE
TAZEWELL COUNTY, ILLINOIS
WO # TBD

DATE	ISSUE
_____	☐ PRELIMINARY (P1)
_____	☐ PRELIMINARY (P2)
_____	☐ PRELIMINARY (P3)
_____	☐ BID
<u>9/12/2011</u>	☒ CONSTRUCTION
_____	☐ AS-CONSTRUCTED

EXHIBIT A

CONTRACT NO. E- _____

PLANT W.O. NO. _____

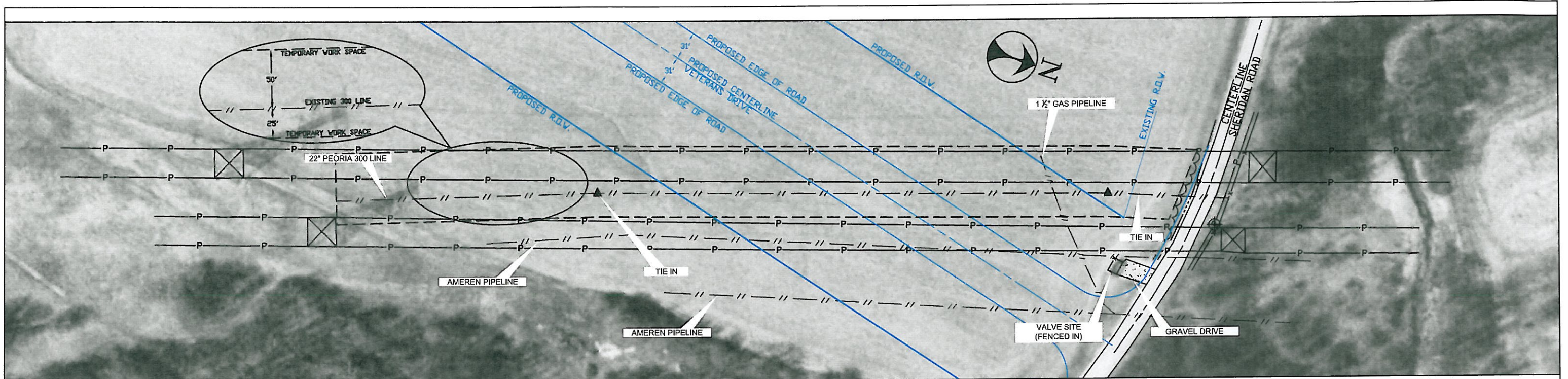
CONSTRUCTION W.O. NO. TBD

RETIREMENT W.O. NO. _____

YEAR 2011



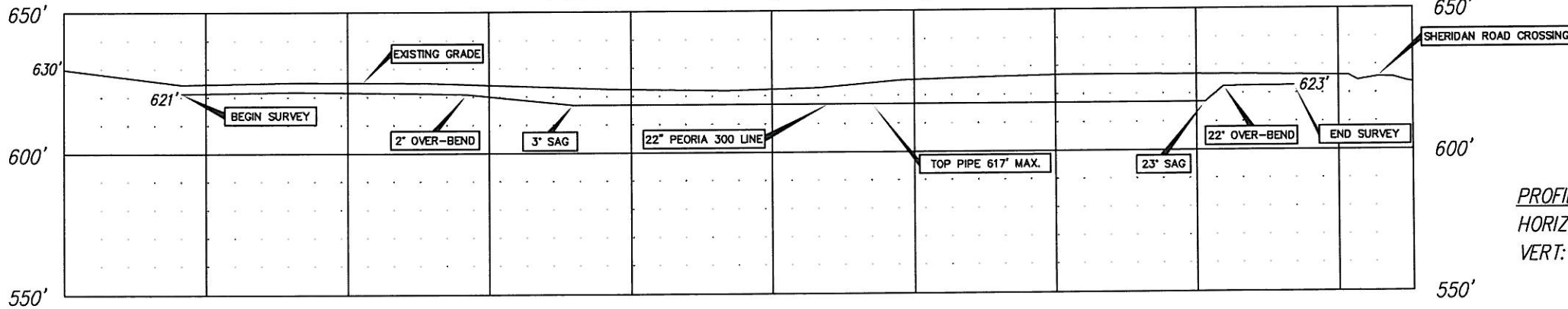
DRAFTING DESIGNER	LJB		9/12/2011	VETERANS DRIVE SCOPE OF WORK, GENERAL NOTES & SIGNATURE PAGE						
ENGINEERING APPROVALS										
DRAWN BY:	BID	CONSTRUCTION		LOC. TAZEWELL COUNTY, ILLINOIS		YEAR: 2011	C.W.O. TBD	SCALE: NONE	DWG. VET-DR-A-8010	REV. 0
DRAFTING SUPERVISOR										
DESIGN ENGINEER										
DESIGN MANAGER										
	INITIALS	DATE	INITIALS	DATE						



PLAN VIEW SCALE
1"=100'

PIPELINE MARKER	BEGIN SURVEY DEPTH OF COVER = 3.2'	DEPTH OF COVER = 3.3'	DEPTH OF COVER = 3.7'	3' SAG PROPOSED R.O.W.	PROPOSED EDGE OF ROAD	PROPOSED CENTERLINE VETERANS DRIVE	PROPOSED EDGE OF ROAD	1 1/2" FOREIGN PIPELINE	PROPOSED R.O.W.	23' SAG	22' OVER-BEND	EXISTING R.O.W.	END 22X250 BEGIN 22X375 / TIE IN	END SURVEY	DEPTH OF COVER = 3.7'	PIPELINE MARKER / END CULTIVATED FIELD	CENTERLINE ROAD DITCH	EDGE OF ROAD	CENTERLINE SHERIDAN ROAD	EDGE OF ROAD	OVERHEAD POWER LINE	PIPELINE MARKER / FENCE
3526+01	3526+84	3527+64	3528+58 3528+80 3528+85	3529+55 3529+60	3531+15	3531+69	3532+26	3533+67	3534+00	3534+05	3534+20	3534+25	3534+50	3534+57	3534+69	3535+08	3535+15	3535+18	3535+29	3535+40	3535+49	3535+54

PEORIA 300 LINE (NEW ROUTE)



PROFILE SCALE
HORIZ: 1"=100'
VERT: 1"=50'

- CL Road Ditch
- Fence
- Edge of Field
- CL Roadway
- Edge Roadway
- Overhead Power
- Existing Pipeline
- Temporary Workspace
- Transmission Tower (Steel)
- Power Pole
- P.I.

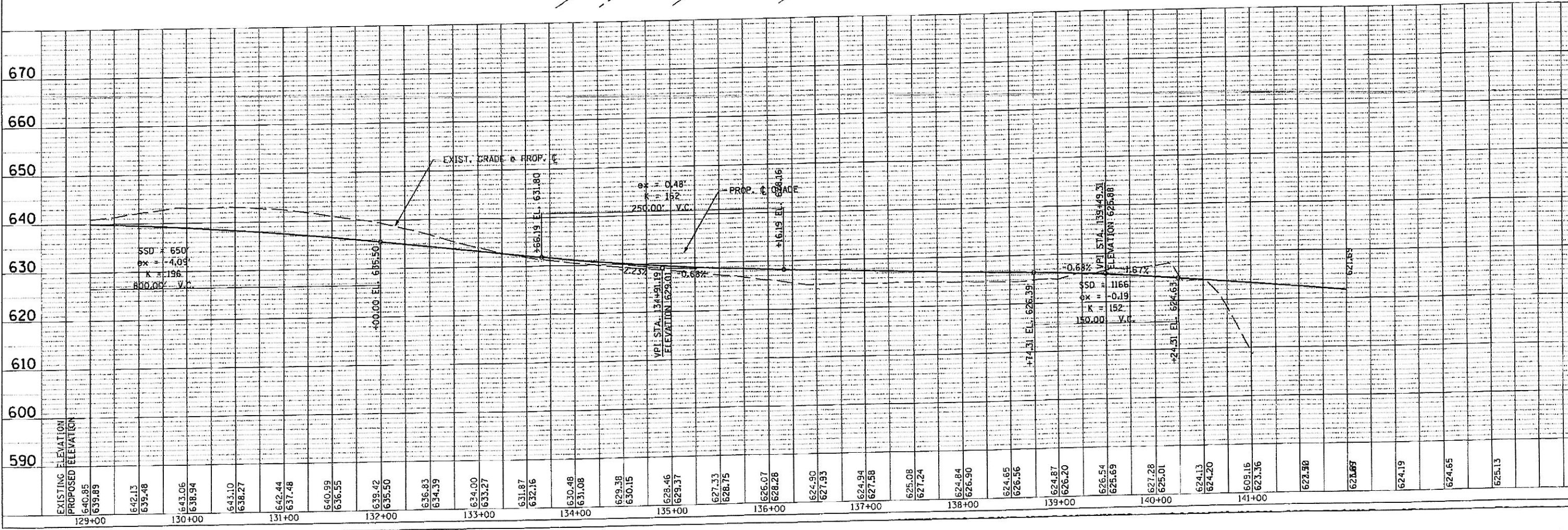
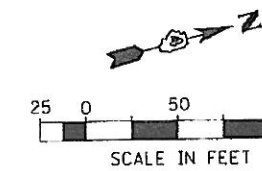
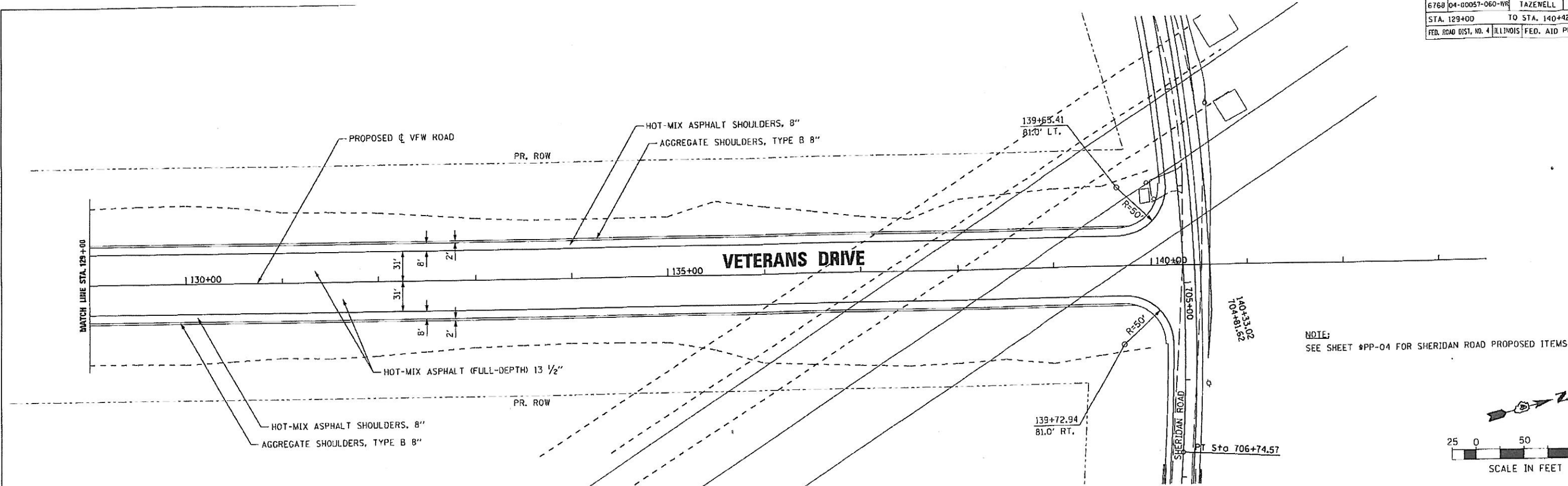
TRICO SURVEYING AND MAPPING
441 W GOURLEY PIKE
BLOOMINGTON, IN 47404
PHONE: (812) 330-7030
FAX: (812) 330-7035
WWW.TRICOSURVEYING.COM

Peoria 300 Line

LOC. Tazewell County, Illinois

PROJECT: Veterans Drive

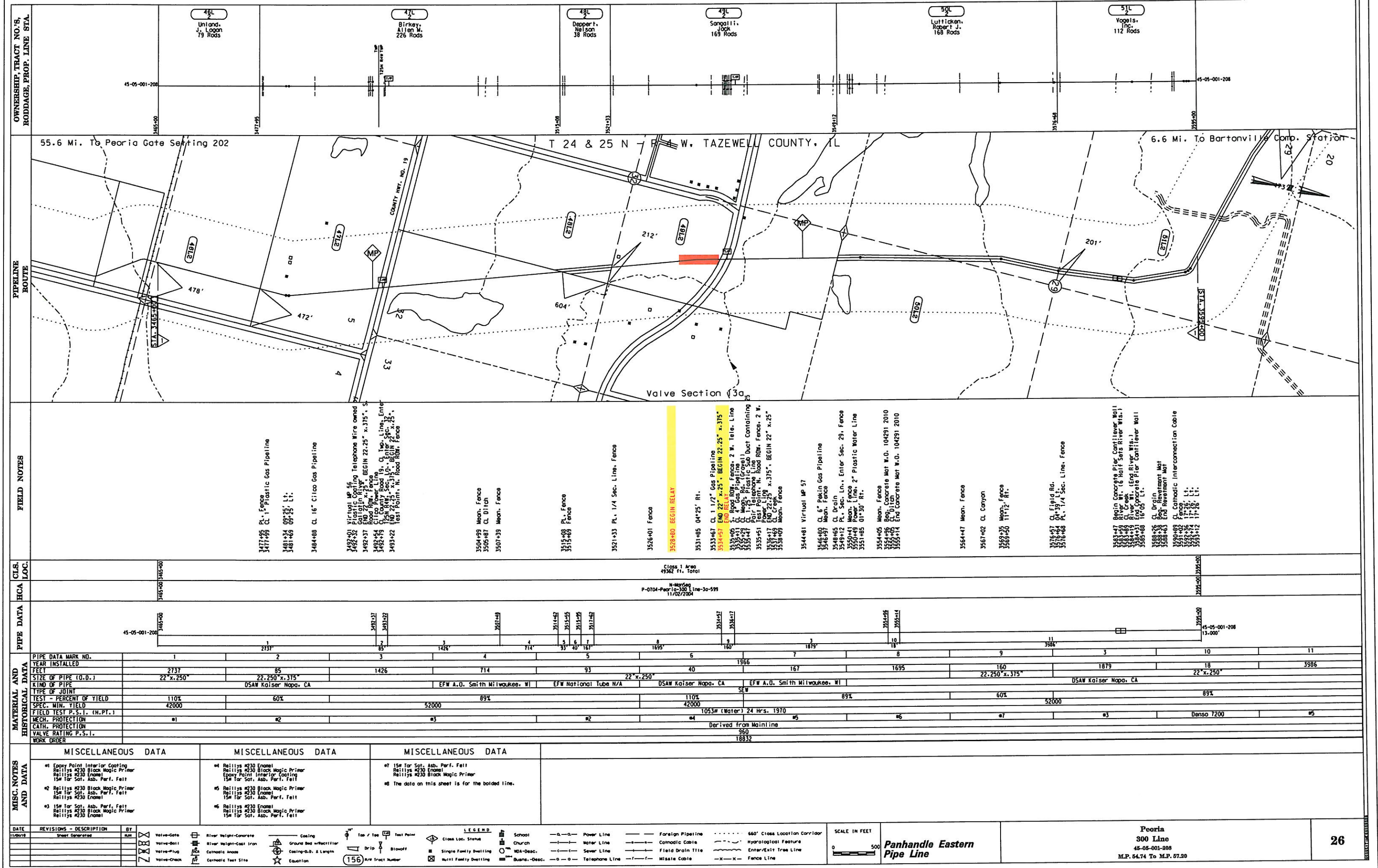
DATE: 07/05/2011 DRAWN: S.D. SCALE: AS NOTED DATE OF SURVEY: 6/02/2011

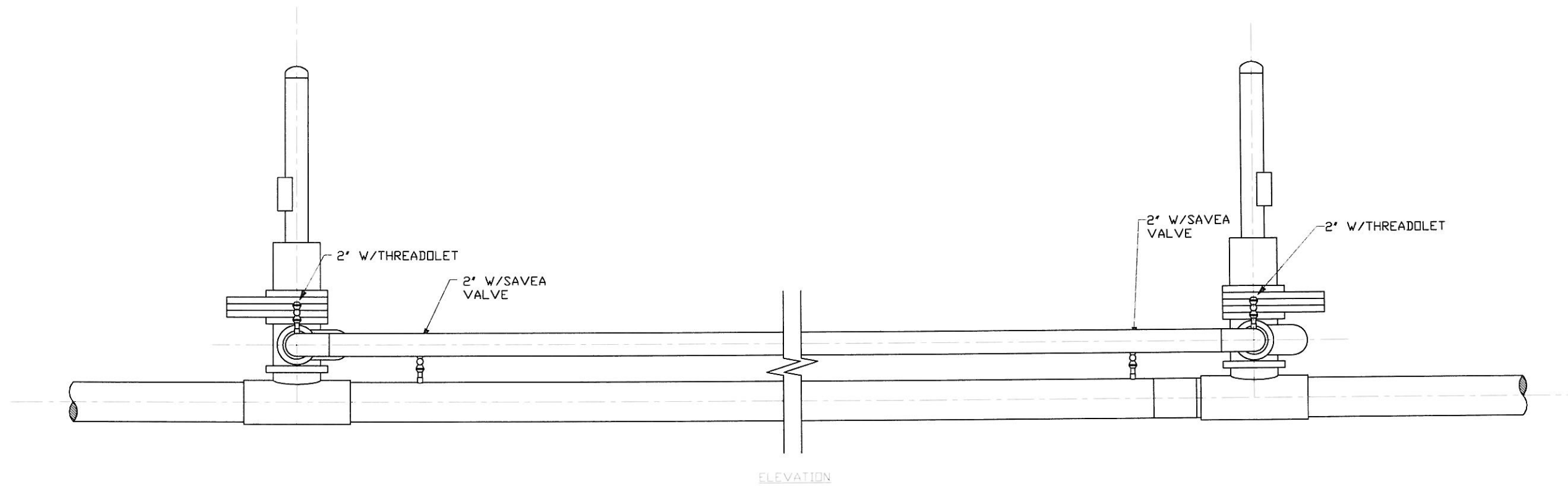
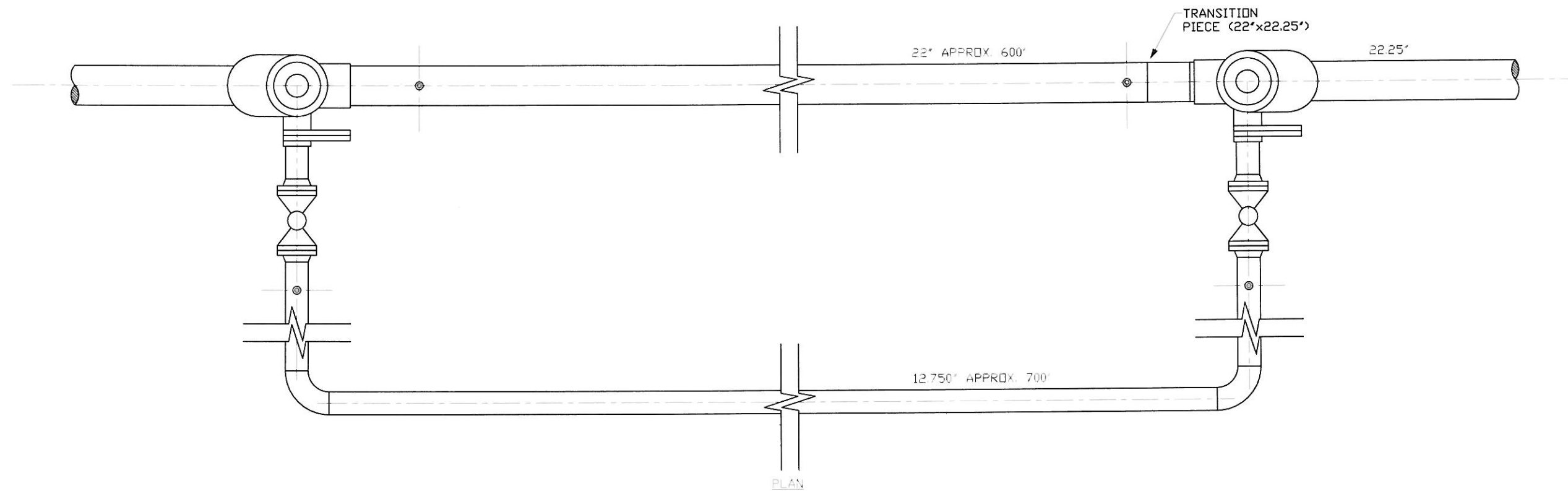


FILE NAME: #4FILE#
PLOT SCALE: 1"=50'
USER NAME: #4USER#

REV. NOTES: #4REV#
STRUCTURE: #4STRUCTURE#
NO.:

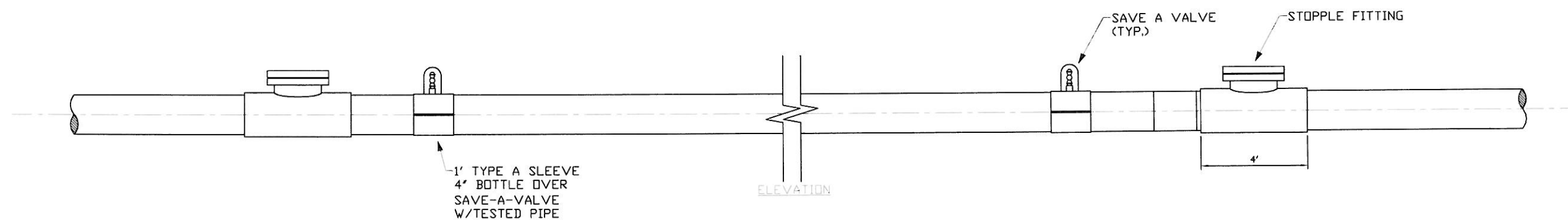
NO. OF WAY CHECKED: #4WAYCHECKED#
PLOT FILE NAME: #4PLOTFILENAME#





ISSUED FOR
CONSTRUCTION
8-13-2011

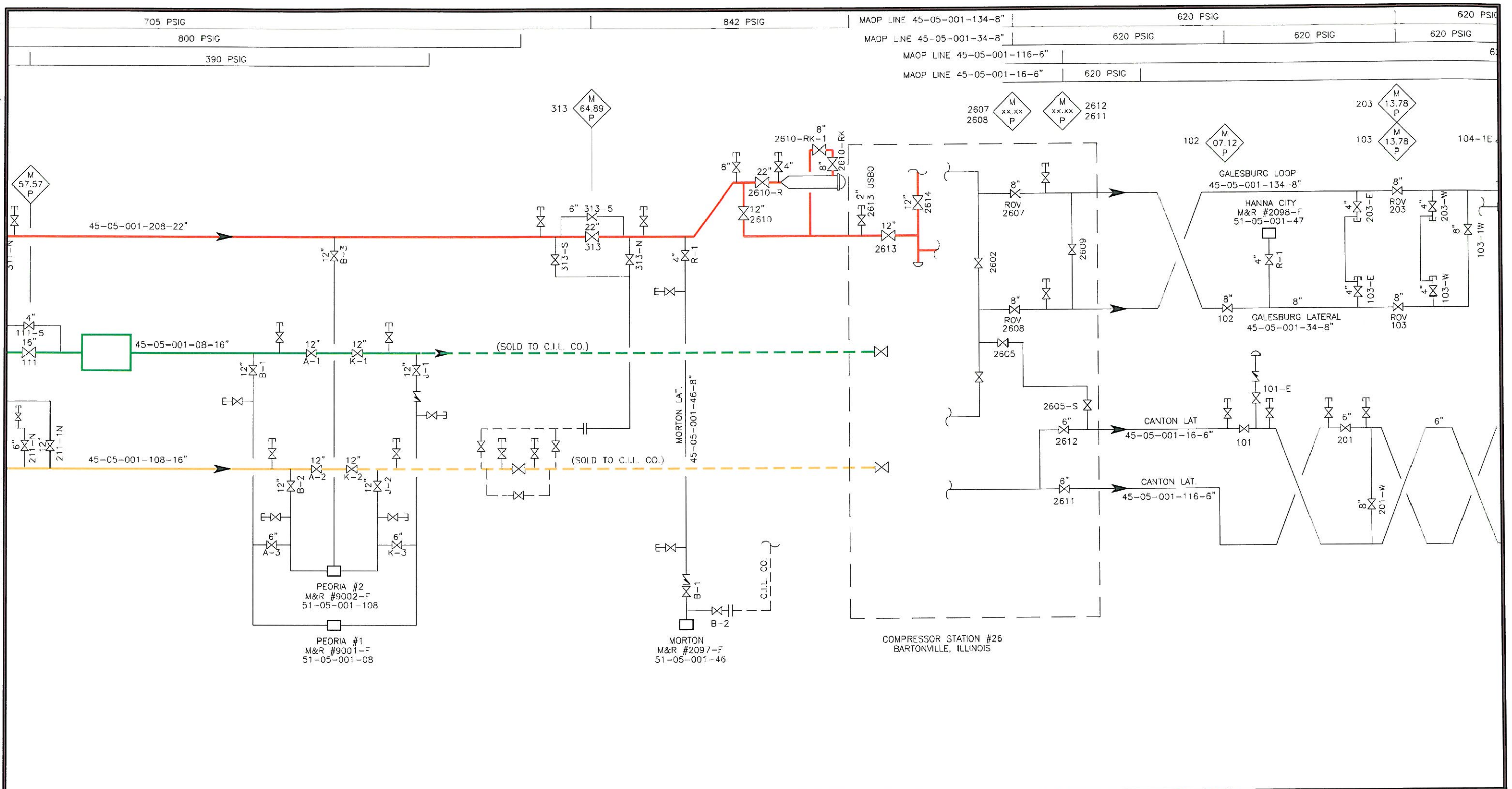
DWG. NO.	REFERENCE DRAWING TITLE	NO.	REVISION - DESCRIPTION	BY	DATE	CHK'D	APP'D	DWG. STATUS	CHECKED BY DATE	APPROVED BY DATE	P.L./STA. NO. ACCOUNT NO.	 Indianapolis, Indiana	22"x12" STOPPLE BYPASS PEORIA 300 RELAY CITY OF PEKIN / VETERANS DRIVE	PROJECT NO.
								PREL'Y			CONSTRUCTION YEAR			TBD
								BID			DESIGN			PREVIOUS DWG. NO.
								CONSTR.			DRAWN			SHEET 1 OF 1
								CADD			DATE			DWG. NO.
									PLOT DATE:		FILE NO.		VET-DR-P-0002	
									FILE NAME:		SCALE: 3/8"=1'-0"		SHEET 1 OF 1	



ISSUED FOR
CONSTRUCTION

[illegible]

MAOP SHOWN ON THIS DOCUMENT FOR INFORMATION ONLY
* FOR OFFICIAL MAOP SOURCE REFER TO ENGINEERING DATABASE / MAOP REPORTS



M.A.O.P. MEASUREMENT FACILITIES			M.A.O.P. LATERALS		FACILITY			M.A.O.P. MEASUREMENT FACILITIES			M.A.O.P. LATERALS		FACILITY		
INLET	INTERMEDIATE	OUTLET	PRIMARY	SECONDARY		DP No.	MP	TYPE	INLET	INTERMEDIATE	OUTLET	PRIMARY	SECONDARY		
					BEARDSTOWN M&R	2212-F		DELIVERY						SAN JOSE M&R	
					MIDDLETOWN M&R	2273-F		DELIVERY						SAN JOSE LATERAL	4
					NEW HOLLAND M&R	2173-F		DELIVERY						DELEVAN M&R	
			800 PSIG		NEW HOLLAND LATERAL							800 PSIG		DELEVAN LATERAL	4
					MANSON CITY M&R	2165-F		DELIVERY						GREEN VALLEY M&R	

VALVE-GATE (MAIN LINE)

VALVE-CHECK

VALVE-RELIEF

PLD (PRESSURE LIMITING DEVICE)

BLOWDOWN

DIRECTION OF FLOW

FLANGE-BLIND

WELD CAP

BY-PASS

BLOWDOWN BY-PASS

PIG LAUNCHER/RECEIVER

DEHYDRATOR PRODUCER

DEHYDRATOR

CHECK METER

EXCHANGE METER (BI-DIRECTIONAL)

DELIVERY METER

RECEIPT METER

DRAWN BY: LJB

CHECK BY: -

APPROVAL: -

MAOP APPR: -

SCALE: NONE

11/19/09

00-00-00

00-00-00

00-00-00

DATE

Panhandle Energy

Panhandle Pipe Line Companies
Trunkline Gas Company

PANHANDLE SYSTEM
PEORIA LATERAL

IN_PLD_PEO_D

REV. 1

CONTRACTOR COSTS:

Miller Pipeline	Prime contractor for building by-pass line and relay retiring/installing new relay section	\$556,159
TD Williamson	Provide stopple/by-pass services	\$56,156
TOTAL:		\$612,315

CONSTRUCTION MANAGEMENT COSTS:

TRICO Surveying	Provide survey/drafting services for project planning/execution	\$43,197
Jan-X	Provide radiography (RT) and mag-particle (MT) services	\$41,037
Spection LLC	Provide third-party inspection services (e.g. utility & welding)	\$37,797
Air Water & Compliance Group	Obtain and provide environmental clearance package	\$8,639
TOTAL:		\$130,670

MATERIAL COSTS:

Pipe, Fittings, Valves, Gaskets, Bolts, Stopples, Flanges, Flowable Fill	Materials required for pipe relay and by-pass	\$371,705
TOTAL:		\$371,705

LABOR & EXPENSES:

Company Labor	Company labor costs	\$36,210
ROW Damages	ROW damages & site restoration	\$4,320
Travel Expenses	Hotel, meals, etc.	\$13,121
Gas Loss	Gas lost and used for purge for project	\$2,044
AFUDC	Allowance for Fund During Construction	\$13,486
Engineering Clearing	Cost of salaried employees working on project.	\$22,946
As-Builts	Final document completion and facility drawings	\$45,893
Contingency (4%)	Funding to cover potential unforeseen issues.	\$50,108
TOTAL:		\$188,128

TOTAL: \$1,302,818



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Joe Wuellner City Manager

From: TIF Administrator – Central Business District TIF

AGENDA ITEM: Fusion - TIF Commercial Retail/Upper Housing Loan Program

AGENDA DATE REQUESTED: October 11, 2011

ACTION REQUESTED: Approval for subordination to 2nd lien position

DESCRIPTION: Approval by Mayor and Council to subordinate City of Pekin's 1st lien position for the Fusion TIF Commercial Retail/Upper Housing Loan Program recorded Mortgage of \$48,447.00 to 2nd lien position with First Assembly of God. First Assembly of God has applied for a loan with Herget Bank for additional funding to complete the following life safety and code compliant improvements: elevator \$50,000, sprinkler system \$150,000, alarm system \$7,000, area of refuge fire doors \$9,000, roof \$35,000 and additional electrical and plumbing. Herget Bank is unable to approve the loan of \$150,000 without first lien position. The TIF Commercial Retail/Upper Housing Loan Program amounts approved by Council on May 10 2010 were Main Floor Retail = \$23,447 and Upper Housing = \$25,000 for a 5 year forgivable loan with \$24, 223 dispersed on August 19, 2010. The remaining amount will be dispersed when project is complete and inspected.

FINANCIAL IMPACT: no additional financial impact

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Project can move forward

IMPACT IF DENIED: Denied loan approval and lack of funds to complete project

ALTERNATIVES:

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

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

REQUIRED SIGNATURES

Department Director:

Leigh Ann Matthews 10/5/11

Date:

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager: *Joseph W. Wallner*

Date: *10/5/11*

This instrument prepared by:

BAGLEY & MILLER
P.O. Box 669
Pekin, IL 61555-0669

Mail to:

BAGLEY & MILLER
P.O. Box 669
Pekin, IL 61555-0669

FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

WHEREAS, the undersigned, THE CITY OF PEKIN, an Illinois Municipal Corporation, is the holder of a mortgage executed by the FIRST ASSEMBLY OF GOD OF PEKIN, ILLINOIS, an Illinois Not-for-Profit Corporation, a/k/a THE FIRST ASSEMBLY OF GOD, in the original principal amount of \$48,447.00 dated August 11, 2010, and recorded on August 13, 2010, as Document No. 201000015116 of the records of the Recorder of Deeds of Tazewell County, Illinois; and

WHEREAS, the FIRST ASSEMBLY OF GOD OF PEKIN, ILLINOIS, a/k/a THE FIRST ASSEMBLY OF GOD, has also executed a note secured by a mortgage to HERGET BANK, NATIONAL ASSOCIATION, in the original principal amount of \$150,000.00, dated October 5, 2011, and recorded on _____, 2011 as Document No. _____ in the records of the Recorder of Deeds of Tazewell County, Illinois, which mortgage conveys the same property described in the above mortgage as security and being legally described as follows:

PIN: 04-04-34-449-007

LOTS 14, 15, AND 16 IN BLOCK 67 IN THE ORIGINAL TOWN, NOW CITY OF PEKIN, AS SHOWN ON PLAT RECORDED IN PLAT BOOK "C", PAGE 2, SITUATED IN TAZEWEEL COUNTY, ILLINOIS.

NOW THEREFORE, the undersigned, THE CITY OF PEKIN, an Illinois Municipal Corporation, believing it is to its advantage that said loan be made, and in consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations, said THE CITY OF PEKIN, an Illinois Municipal Corporation, by its duly authorized officer, for itself, its successors and assigns, does hereby agree that its rights under said above described mortgage in the original principal amount of \$48,447.00 dated August 11, 2010, and recorded on August 13, 2010, as Document No. 201000015116 of the records of the Recorder of Deeds of Tazewell County, Illinois, and all its rights in and to said property are subordinate to the rights of HERGET BANK, NATIONAL ASSOCIATION, under its mortgage in the original principal amount of \$150,000.00, dated October 5, 2011, and recorded on _____, 2011 as Document No. _____ in the records of the Recorder of Deeds of Tazewell County, Illinois.

IN WITNESS WHEREOF, THE CITY OF PEKIN, an Illinois Municipal Corporation, has caused these presents to be executed and signed by its duly authorized officer and its corporate seal to be affixed hereto this _____ day of _____, 2011.

THE CITY OF PEKIN, an Illinois Municipal Corporation,

BY: _____
Its _____

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of THE CITY OF PEKIN, an Illinois Municipal Corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such _____, he/she signed and delivered the said instrument in writing as his/her free and voluntary act, and as the free and voluntary act of said Municipal Corporation for the uses and purposes therein set forth.

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

NOTARY PUBLIC