REGULAR COUNCIL MEETING TUESDAY, MAY 29, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie L. Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 APPROVAL OF MINUTES ***ACTION:*** *Motion to approve minutes of the Regular Council Meeting of May 14, 2012.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *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.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Unapproved Minutes: Police Department, Building and Inspections, and Traffic Safety Committee Minutes dated May 4, 2012.		5
7.2 Receive and File Minutes of the Zoning Board of Appeals dated May 9, 2012		5
7.3 Receive and File Minutes of the Pekin Planning Commission dated May 9, 2012		5
7.4 Receive and File the Pekin Planning Commission Hearings and Recommendations: a. Hearing #05-1855 - recommends approval of the Rezoning of Five Properties addressed as follows: 281 Herman Street, 283 Herman Street, 305 Herman Street, 309 Herman Street and 311 Herman Street From B-3 (General Business District) to R-4 (Single Family Residential). b. Hearing #05-1856 - recommends approval of the Rezoning of the Property located on Velde Drive from R-2 (Single Family Residential) to RM-2 (Multiple Family Residential) due to density of the property and in regards to surrounding lots.		5

7.5 Resolution No. 40-12/13 – Authorization to Publish the Zoning Map of the City of Pekin		5
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Recognition Police Officer Josh Bush and Firefighter Jamie Evans Officers of the Year and Youth Award Student Recipients	GN/ KN	2
9.0 NEW BUSINESS		
9.1 Change Order 2 for Wastewater Treatment Plant Phase 2A **DESCRIPTION:** Addition and deduction changes due to modification that were required once construction started to make sure operation of existing plant does not experience major interruptions. **ACTION:** Motion to approve the change order in the amount of $107,728.00.	MG	3
9.2 Amendment to the Hansen Professional Service, Inc. Agreement **DESCRIPTION:** Amends original engineering agreement for Petri Lane Extension Project. Utilizes the remaining $38,569.00 of the MFT allocated $150,000.00 for guidance and support. **ACTION:** Motion to approve the amendment in the amount of $38,569.00. **VOTE REQUIRED**	MG	3
9.3 Ordinance No. 1568-A 190-12/13 - Zoning of Certain Properties **DESCRIPTION:** Recommendation of the Planning Commission to rezone 5 properties on Herman Street from B-3 (General Business) to R-4 (Single Family Residential) District. **ACTION:** Motion to adopt the Ordinance. **VOTE REQUIRED**	RS	5
9.4 Ordinance No. 1568-A191-12/13 – Zoning of Certain Property PIN #04-04-25-100-035 **DESCRIPTION:** Recommendation of the Planning Commission and request of property owner David Whitehurst to rezone 4.399 acres off Parkway Drive between Velde Drive and Delaware Street from R-2 (Single Family Residential) to RM-2 (Multiple Family Residential) District. **ACTION:** Motion to adopt the Ordinance. **VOTE REQUIRED**	RS	5
9. 5 Ordinance No. 1462-A313-12/13 – Amending Title 8 of the Code of the City of Pekin 1995 Regarding No Parking Schedule	GN	2

DESCRIPTION: Traffic Safety Committee recommendation to allow 15-minute parking zone from railroad tracks (Allen St) to circle drive of Salvation Army daycare for parent drop off / pick up. **ACTION:** Motion to adopt the Ordinance. **VOTE REQUIRED**		
9. 6 Water Usage Data Illinois-American Water Company **DESCRIPTION:** An agreement with IAWC to provide water meter reading data needed to process wastewater bills. Annual rate will be based on number of users. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	JW	5
9. 7 Water Shut-Off Agreement for Non-Payment of Sewer Collection and Treatment Charges Illinois- American Water Company **DESCRIPTION:** An agreement with IAWC to provide water service shut-off to customers delinquent in paying their wastewater bills. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	JW	5
9. 8 Illinois Municipal Retirement Fund Early Retirement Incentive **DESCRIPTION:** Council's approval to proceed with financing of up to $750,000.00 for the prepayment of the IMRF ERI that was offered to eligible employees a few years ago. **ACTION:** Motion to proceed with financing. **VOTE REQUIRED**	DG	5
9.9 Capital Equipment **DESCRIPTION:** Council's approval to proceed with financing of up to $2,300,000.00 for term not to exceed ten (10) years for various capital equipment items so that we are current with our needed replacements. **ACTION:** Motion to proceed with financing. **VOTE REQUIRED**	DG	5
9.10 Griffin Drive Extension **DESCRIPTION:** Council's approval to proceed with financing of up to $1,100,000 for a term not to exceed twenty (20) years for the completion of Griffin Drive. **ACTION:** Motion to proceed with financing. **VOTE REQUIRED**	DG	5
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) Sale of Municipally Owned Property		
12.0 ADJOURN **NO VOTE REQUIRED**		

Column 1 Key:

MG	City Engineer Mike Guerra	DG	Asst City Manager Darin Girdler
JW	City Manager Joseph Wuellner	RS	Code Enforcement Officer Ron Sieh

Column 2 Key:

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

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

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

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

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

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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, MAY 14, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING

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

ABSENT: COUNCIL MEMBER HENDRICKS

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

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

AGENDA
Motion by Council Member Abel, 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 April 23, 2012, be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT
Jim Mangan, 1200 Parkway Drive, asked the Council to wait to vote on the Teamster Agreement until another meeting. He felt not having the details of the changes in advance denied the taxpaying public the opportunity to comment.

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

7.1 Receive and File Monthly Reports and Minutes: Building and Inspections Reports for March		5
7.2 Resolution No. 38-12/13 – Adoption of the Annual Appointment Resolution.		5
7.3 Proclamations: "Nursing Home Week" Week of May 6, 2012 " Public Works Week" May 20-26, 2012 " National Curves Day" May 17, 2012		5

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS
Sherril West, **PEORIA AREA CONVENTION AND VISITORS BUREAU** Board of Directors Executive Committee, distributed to the Council a breakdown of PACVB's revenues and expenses in order to present the operations of the organization. She gave a brief overview of the bureau's function in promoting conventions, being the point of contact for tourism, and promoting it's members in brochures.

EXECUTIVE SESSION
Motion by Council Member Abel, seconded by Council Member McCabe that the Council move to Executive Session at 5:50 p.m. to discuss 65 ILCS 120/2 (c) (2) Collective Bargaining. On roll call vote, Ayes, Blanchard, Abel, McCabe, Massaglia, Barra; Nay, Schmidgall. Motion Carried.

Council returned to open session at 6:30 p.m. Roll was called and all Council Members were physically present except Council Member Hendricks.

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member Massaglia that the **AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL No. 627** be approved as presented. City Manager Joseph Wuellner had presented information to the Council regarding the negotiation process that had taken place for the reopeners of the union contracts for Street, Solid Waste, Waste Water Treatment Plant, and General Employee Units. The amendments relative to years 2012 and 2013 for 3% wage increase and increase to health insurance premium contributions were disclosed. Council Member McCabe noted Council Member Hendricks was traveling and unable to vote by electronic means. On roll call vote, Ayes, Abel, McCabe, Massaglia, Barra; Nays, Schmidgall and Blanchard; Absent, Hendricks. Motion Carried.

Motion by Council Member Schmidgall, seconded by Council Member Abel that the **EXPENDITURE FROM TOURISM FUND FOR THE PEORIA AREA CONVENTION AND VISITORS BUREAU in the amount of $7,500.00** be approved. Tourism Director Leigh Ann Matthews informed the Council of the Tourism Committee's recommendation to contribute $7,500.00 as a funding partner to the PACVB for their co-op marketing campaign. The program includes print material, television spots, emails to previous visitors, website listings to promote, sell, and advocate usage, in attracting visitors to the area. On roll call vote, Ayes, Abel, McCabe, Massaglia, Schmidgall, Barra; Nay, Blanchard; Absent, Hendricks. Motion Carried.

Motion by Council Member Schmidgall, seconded by Council Member Massaglia that the **ANNUAL MUNICIPAL ESTIMATE OF MAINTENANCE COSTS FOR STREET DEPARTMENT OPERATIONS in the amount of $427,000.00** be approved as presented. City Engineer Mike Guerra spoke to Council on the costs and the Motor Fuel Tax funding for annual expenses incurred by the Street Department such as lighting, snow removal, signals, signs, street repair. On roll call vote, all present voted Aye.

RESOLUTION NO. 39-12/13
APPROPRIATING MOTOR FUEL TAX FUNDS FOR MAINTENANCE OF STREETS AND HIGHWAYS

Motion by Council Member Schmidgall, seconded by Council Member Massaglia that Resolution No. 39-12/13 be adopted. Annual Street Department costs in the amount of $427,000.00. On roll call vote all present voted Aye.

ORDINANCE NO. 1568-A189-12/13
ZONING OF CERTAIN PROPERTY
PIN # 04-04-23-300-019, 04-04-23-400-022, 04-04-23-300-020

Motion by Council Member Blanchard, seconded by Council Member Massaglia that Ordinance No. 1568-A189-12/13 be adopted. Council was advised by Assistant City Manager Darin Girdler of the recommendation of the Planning Commission to rezone the property intended to be sold at 830 Brenkman Drive. Council receive the request at the December 12, 2011 meeting to rezone from a current zoning of B-3 (General Business) to I-2 (Heavy Industrial) in order for a prospective buyer S.J. Smith to relocate and operate it's welding, safety, and industrial supplies business. The property is adjacent to other industrial district parcells. On roll call vote, all present voted Aye.

ORDINANCE NO. 2659-12/13
ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE AND AUTHORIZING THE SALE OF MUNICIPALLY OWNED REAL PROPERTY

Motion by Council Member Blanchard, seconded by Council Member Massaglia that Ordinance No. 2659-12/13 be adopted. Mr. Girdler asked Council to approve the ordinance accepting the sales contract from the Smith Family Partnership, LLC for the purchase of the 830 Brenkman Drive property in the amount of $400,000.00. The City would recoup the original purchase price. He noted the buyer also made a significant investment for environmental matters. On roll call vote, all present voted Aye.

ORDINANCE NO. 2660-12/13

ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE AND AUTHORIZING THE SALE OF MUNICIPALLY OWNED REAL PROPERTY

Motion by Council Member McCabe, seconded by Council Member Blanchard that Ordinance No. 2660-12/13 be adopted in the amount of $16,910.00. As provided by ordinance the Assistant City Manager also advised the Council of the completed negotiation of a purchase agreement with Dallas Pettingill and Karie Pettingill for the vacant City property 301-321Court Street. Closing would take place contingent upon the buyer obtaining approval of a site plan that mets its business needs for a coffee shop with drive through, satisfactory soil test, authorized curb cuts. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dale Kuntz, 5 Fox Point, addressed the Council in respect to his continued encouragement to clean up Court Street. He felt that spraying for weeds prior to the Pekin soldier's funeral procession through the City was a beginning for getting rid of Court Street's dumpiness issue.

Council Member Schmidgall explained he was not supportive of the terms of the Teamster contracts when Council had originally asked for significantly more in contributions to Health Insurance Premium contributions.

Mayor Barra encouraged community participation in Memorial Day Ceremonies set for 10:00 a.m. at the Riverfront and 11:00 a.m. at Veterans Cemetery. She reported that Larry Eckhardt, the gentleman responsible for hundreds of flags throughout the city prior to the funeral procession of the local fallen soldier, said that this community was a standout in cooperation among his travels of the patriotic tribute.

Mayor Barra read from a prepared statement the City's position of support in the West Campus redevelopment efforts. It was stated that while the City has struggled with maintenance and abatement of deterioration of the structure, the City was willing to assist with programs to the extent that the City could without direct financial participation.

Human Resource Director Sarah Newcomb addressed the Council to clarify a Pekin Times article regarding employee medical insurance premium costs and her attributed remarks that Mr. Mangan used apples and oranges information for comparisons in his analysis.

No further business to come before the Council, motion by Council Member McCabe, seconded by Council Member Blanchard to adjourn. On roll call vote all present voted Aye.

COUNCIL ADJOURNED AT 7:00 P.M.

Sue E. McMillan
City Clerk

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR APRIL 2012

	APRIL 2011	MARCH 2012	APRIL 2012
TRAFFIC TICKETS	226	350	356
WARNING TICKETS	127	199	170
OFFENSES	368	447	427
ARRESTS	237	180	239
PARKING TICKETS	182	169	192
STOPS	734	1345	1141

CITY ORDINANCE TICKETS FOR APRIL 2012

NUMBER OF TICKETS WRITTEN 85
NUMBER OF TICKETS PAID OVER THE COUNTER 35
FINES COLLECTED OVER THE COUNTER $7,300

BUILDING REPORT 2012

MONTH	DWELLINGS 1		GARAGES 2		MULTI-FAMILY 3		COMMERCIAL 4		COMMERCIAL REMODELING 5		RESIDENTIAL REMODELING 6		MISC. 7		RESIDENTIAL DEMOLITIONS 8		COMMERCIAL DEMOLITIONS 9		BUILDING DOLLARS	BLDG PERMITS
JANUARY	2.00	$329,525							9.00	$20,678,744	5.00	$44,900	2.00	$2,600	2.00	$0	2.00	$0	$21,055,769	22.00
FEBRUARY			2.00	$29,000					6.00	$387,923	8.00	$71,225	6.00	$14,172	1.00	$0			$502,320	23.00
MARCH	2.00	$409,853							11.00	$181,220	16.00	$120,100	22.00	$50,040			1.00	$0	$761,213	52.00
APRIL	2.00	$329,060	4.00	$51,500			1.00	$24,000	3.00	$26,934	27.00	$604,860	31.00	$50,410					$1,086,764	68.00
MAY																			$0	0.00
JUNE																			$0	0.00
TOTAL 6 MO.	**6.00**	**$1,068,438**	**6.00**	**$51,500**	**0.00**	**$0**	**1.00**	**$24,000**	**29.00**	**$20,886,898**	**56.00**	**$769,860**	**61.00**	**$103,050**	**3.00**	**$0**	**3.00**	**$0**	**$22,903,746**	**142.00**
JULY																			$0	0.00
AUGUST																			$0	0.00
SEPTEMBER																			$0	0.00
OCTOBER																			$0	0.00
NOVEMBER																			$0	0.00
DECEMBER																			$0	0.00
TOTAL 6 MO.	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**$0**	**0.00**
YEAR	**6**	**$1,068,438**	**6.00**	**$51,500**	**0.00**	**$0**	**1.00**	**$24,000**	**29.00**	**$20,886,898**	**56.00**	**$769,860**	**61.00**	**$103,050**	**3.00**	**$0**	**3.00**	**$0**	**$22,903,746**	**142.00**

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
May '2012

	PERMITS	VALUE	FEES
BUILDING DEPT	68	$ 1,086,764.00	$ 4,936.00
ELECTRIC DEPT	25	$ 6,500.00	$ 919.00
HVAC DEPT	17	$ 77,458.00	$ 652.00
PLUMBING DEPT	32		$ 819.00
STORM SEWER PERMITS	0		$ .00
STORM WATER PERMITS	2		$ 40.00
SEWER PERMITS	8		$ 485.00
SEWER TAP RES	2		$ 3,200.00
SEWER TAP COMM			$ .00
DEPARTMENT TOTAL	**154**	**$ 1,170,722.00**	**$ 11,051.00**

TOTAL CODE ENFORCEMENT COMPLAINTS - 119

Respectfully submitted,

Ronald Sieh, Building Inspector

Mark Reeder, Electrical Inspector

Dave VanDyke, HVAC Inspector

Morris Sunkel, Plumbing & Sewer Inspector

Dave Shallenberger, Deputy Code Enforcement Officer

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
MAY 4, 2012 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Greg Nelson, Kurt Nelson, Tim Gillespie, Bob Shaw, Mike Guerra, Will Taylor. Also present: Bill Scarcliff, Leigh Ann Matthews, Lee Scott, Lee Ann Wrhel.

Everyone needs to take the online Open Meetings Act Training. A copy of the certificate is to be forwarded to Sarah Newcomb.

Kurt Nelson made a motion to approve the agenda. Will Taylor seconded the motion. All in favor.

Old Business:

1. *School Bus Loading Zones*
   The current code and the posted signs are not in agreement. There was a discussion of the best way to address this matter, either change the code to match the signs or contact the schools for input regarding their needs.
   Kurt Nelson made a motion to contact the schools regarding the parking issues at each school location and bring it back to the committee to adjust the code and make sure the signs reflect the code. Tim Gillespie seconded the motion. All in favor. A letter will be sent to Pekin Public School District #108 prior to making the changes.

New Business:

1. *South 4th & South Capitol – Two-way Streets*
   The library has requested consideration to make South 4th Street from Broadway to Washington Street two-way. There was a suggestion to have Tri County do a traffic study using their modeling software to assess a change. The study would look at making all traffic on 4th Street and Capitol Street two-way their entire length through town. Kurt Nelson made a motion to do this study prior to considering this change. Will Taylor seconded the motion. All in favor.

2. *Parking on Kelly Avenue*
   Leigh Ann Matthews has been contacted by the owner of the Holiday Inn Express with concerns regarding parking in his lot when the church opens that is relocating to the former REX building. Mike Guerra made a motion to lay this over until the next meeting. Tim Gillespie seconded the motion. All in favor.

3. *No Parking in front of Salvation Army*
   There was a request from a citizen to allow 15-minute parking in front of the Salvation Army Daycare to allow parents to drop off/pick up. Will Taylor made a motion to make a recommendation to City Council for a 15-minute parking zone on Derby Street in front of the Salvation Army from the railroad tracks to the circle drive of the Salvation Army. Kurt Nelson seconded the motion. All in favor.

4. *Far North Side Intersections - Discussion*
   Will Taylor made a motion to install stop signs on N. 12th and N. 13th between Coolidge and Sheridan Rd. Kurt Nelson seconded the motion for discussion. After a discussion of the traffic in that area a vote was taken. Guerra, Scarcliff, and Shaw voted NO. Kurt Nelson abstained. The motion failed.

Around the Table

Leigh Ann Matthews let the committee know that the issue of diagonal parking and slowing down traffic downtown may come to the committee again.

Will Taylor brought up the idea of having no parking on one side of the street on S. 5th Street between Derby Street and Koch Street. He also brought up the uncontrolled intersection on N. Willow Street at Cypress and Pine Street. These items will be on the agenda for the next meeting.

Lee Scott brought up parking on the circle drive side of Stadium Drive. It is currently no parking. Parking on Stadium Drive was discussed.

Lee Scott asked about having the bus zone downtown on Capitol Street and around the corner on Court Street more clearly marked. This will be addressed.

Lee Scott brought up the parking issue in the area of Washington and Capitol Streets. This has come before the committee in the past. This item will be put on the agenda for the next meeting.

The meeting was adjourned at 9:45.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JUNE 1, 2012 @ 8:30 A.M.

Pekin
ILLINOIS

Traffic Safety Committee

May 7, 2012

Pekin Public School District #108
Attn: Glayn Worrell, Business Manager
501 Washington Street
Pekin, Illinois 61554

Dear Mr. Worrell:

We are contacting you regarding an item that was discussed at the Traffic Safety Committee meeting on Friday, May 4, 2012.

The committee is working on updating the code regarding school bus loading zones throughout the city. At this time, the code and the signs in place are not compliant with each other. This matter was brought to our attention when the committee received the request from the Episcopal Church asking for a slight change to the code that we previously addressed and I had discussed with you. We plan to make changes to the code so it more closely resembles the existing signage. But, before potential changes are made, we want input from the school district. We are willing to allow time for you to discuss this matter with the individual building principals to address concerns or individual building circumstances.

Please find attached the code as it is written and a list of the signs that are currently in place. I look forward to hearing from you regarding input from the district.

Thank you for your time in this matter.

Sincerely,

Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Enc.

Traffic Safety Committee
111 S. Capitol Street, Pekin, Illinois 61554 * Phone (309) 477-2336 * Fax (309) 346-5328

CODE

F. SCHOOL BUS LOADING ZONES. All school bus loading and unloading zones are specifically reserved for the use of school buses delivering children and receiving children from the school there located, and except for said public school buses, no other persons shall be permitted to utilize said area for parking of motor vehicles at any time. Said zones shall be on school days between 7:30 A.M. and 5:00 P.M. as follows:

Control On Street At or From To Direction Side
No Parking Buena Vista Avenue Washington Street ½ Block North North-South E
No Parking Earl Street 150' N. Illinois Street 220' N. Illinois Street North E
No Parking Florence Avenue Sheridan Road Memorial Drive North E
No Parking Highwood Avenue Sunset School Entrance 225 feet North North E
No Parking Holiday Drive Sheridan Road Independence Drive South E
No Parking Matilda Street Earl Street N. Fourteenth Street East-West S
No Parking Park Avenue Summer Street Capitol Street East S
No Parking S. Sixth Street Washington Street Hillyer Street North W
No Parking St. Joseph Place Haines Avenue S. Sixth Street West N
No Parking State Street 100' W. Fourth Street 170" W. Fourth Street East N
No Parking Summer Street ½ Block N. Walnut Park Avenue North E
No Parking Veerman Street Willow School Willow School North E

SIGNS IN PLACE

Notice that the times are all over the map. Some zones are "No Parking" only, while others are "No Stopping, Standing or Parking". Not all of them are "School Days Only" and one is even a total 24/7 parking ban.

No Parking from 8A-9A and 2P-4P
S. 6th Street (both sides) from Washington Street to Hillyer Street
Veerman Street (west side) from south edge of Willow School to Westgate Drive
Holiday Drive (west side) from Sheridan Road to Independence Drive

No Parking from 8A-8:30A and 2P-4P on School Days
Buena Vista Avenue (both sides) from Washington ½ block north

No Parking (total)
Earl Street (east side) 150' north of Illinois Street to 220' north of Illinois Street

No Stopping, Standing, No Parking from 8:15A – 8:45A and 2:45P – 3:15P on School Days
Matilda Street (both sides) from Earl Street to N. 14th Street

No Parking from 8:15A – 8:45A and 2:45P – 3:15P on School Days
Highwood Avenue (east side) from entrance of Sunset School 225' north toward Melanie Place

No Parking from 7:30A – 5P on School Days
Park Avenue (south side) from Summer Street to S. Capitol Street
Summer Street (east side) ½ block north of Walnut Street to Park Avenue
Prince Street (south side) from S. Capitol Street to S. 4th Street
S. Capitol Street (both sides) from south edge of Jefferson School to Park Avenue

Pekin Zoning Board of Appeals
May 9, 2012

Present:	Absent:
Mary Lanane	Bob Barra
Gary Sciortino, Vice Chairman	David Moehring, Chairman
Erik Reader	
John Kennedy	

Staff Present: Ron Sieh, Scott Kriegsman

Gary Sciortino, Vice Chairman led the pledge of allegiance.

Gary Sciortino, Vice Chairman called regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

Gary Sciortino, Vice Chairman asked for approval of the Agenda as presented.

MOTION by Erik Reader seconded by John Kennedy to approve the Agenda as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Gary Sciortino, Vice Chairman asked for Approval of the April '2012 Meeting Minutes.

MOTION by John Kennedy seconded by Mary Lanane to approve the April '2012 Minutes as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Correspondence: (9) Nine Letters were sent out. No Correspondence was received.

Hearing #1: Bill Wagner Jr, Owner, a variance of 4' in the front and 2' on the side to allow for a Third Garage Stall to be closer than currently allowed for a front and side yard setback as stated in the Zoning Code for R-3 (Single Family Residential) at 2101 Marigold Drive.

Open Public Hearing: 5:07PM

Bill Wagner, 2101 Marigold Drive was present and stated his case and hardship.

Close Public Hearing: 5:09PM

MOTION by Mary Lanane seconded by Gary Sciortino to **Approve** the variance of 4’ in the front and 2’ on the side to allow for a Third Garage Stall due to the hardship of the Utility Easement location and the odd shape of the lot at 2101 Marigold Drive. On roll call vote, all present voted **AYE**.

Election of Officers:

MOTION by Mary Lanane seconded by Gary Sciortino to Nominate John Kennedy as Chairman. On roll call vote, (3) three present voted **AYE**. (1) One, John Kennedy present **ABSTAINED**.

MOTION by Mary Lanane seconded by Gary Sciortino to Nominate Erik Reader as Vice Chairman. On roll call vote, (3) three present voted **AYE**. (1) One, Erik Reader present **ABSTAINED**.

MOTION by Erik Reader seconded by John Kennedy to adjourn the meeting. On roll call vote, all present voted **AYE**.

Meeting Adjourned at 5:17PM

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Pekin Planning Commission Minutes
May 9, 2012
6:30pm

Present:	Absent:
Jim Jones	Daryl Dagit
Don Hild, Vice Chairman	Jeff Dupage
Bill Craig, Chairman	Steve Huey
Steve Thompson	
Ron Knautz	
Erik Reader	

Chairman, Bill Craig led the pledge of allegiance.

Chairman, Bill Craig welcomed and introduced new member Erik Reader. Erik Reader gave a brief description of his experience and qualifications.

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

Staff Present: Ron Sieh and Attorney Scott Kriegsman

Chairman, Bill Craig asked for the approval of the Agenda with an amendment to include information requested by Chairman, Bill Craig and prepared by the City Attorney for Application #1.

> **MOTION** by Jim Jones, Seconded by Ron Knautz to Approve the Agenda as amended. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman, Bill Craig asked for the Approval of the March 14, 2012 minutes.

> **MOTION** by Ron Knautz, Seconded by Steve Thompson to Approve the March 14, 2012 minutes as presented. On roll call vote, (5) Five present voted **AYE**. (1) One (Don Hild) Present **ABSTAINED**. **MOTION APPROVED**.

City Council Action Report:
March 26, 2012, Council Meeting:
Received and filed the minutes from the March 14, 2012 meeting.
Approved the following recommendations for Hearings:
Approved the following Hearings: 03-1846 & 03-1847 / The Site Plan and Special Use for Auto Repair at 1215 S 14th Street with the recommended exceptions (Note: Passed by 6 Ayes and 1 Naye by Fred Massaglia for both Hearings); 03-1848 & 03-1849 / The Site Plan and Special Use for Off Premise Directional Signage on Hanna Drive and Rt 29, Hanna Drive & S 5th Street, Koch Street & Riverway Drive; 03-1850 & 03-1851 / The Site Plan and Special Use for a Drive-up Kiosk serving Coffees at 2111 Court Street and commonly known as 540 S Parkway Drive; 03-1852 & 03-1853 / The Site Plan and Special Use for Outside Storage of Landscape at 425 Ann Eliza Street; (Correction: This Hearing recommendation was pulled from the agenda)03-1854 / The amendment to the Zoning Code to allow storage Buildings and warehousing in the original business park by Special Use Permit Only; 03-0001 / That the Council recognize Dick Cohenour for his dedicated service on the Pekin Planning Commission.

PPC Correspondence: Notification from the City Clerk as to the appointment of Erik Reader at the March 26, 2012 of the Regular City Council Meeting.

Application #1: City of Pekin

Hearing #1 (05-1855): Rezoning of five properties located on Herman Street from B-3 (General Business District) to R-4 (Single Family Residential) to alleviate future issues with financing and sales in this area with a Legal Description of Sec 3 T24N R5W Southmoor Addn #2 Lot 1 SE ¼, W 55' of Sublot A of Lots 43 & 44 in the SE ¼, W 55' of E 110' of Sublot A of SE ¼, E 55' of Sublot A of SE ¼ (n 371), Greenview of Sublot 3 Blk 2 SE ¼, West Grandview Addn Lot 21 SE ¼ and the following PIN #04-10-03-416-008; 04-10-03-416-009; 04-10-03-416-012; 04-10-03-416-013; 04-10-03-416-014 commonly known as 281 Herman Street, 283 Herman Street,305 Herman Street, 309 Herman Street, 311 Herman Street in Tazewell County, Illinois.

Open Public Hearing: 5:39PM

Gina Kuhn, Owner, 305 Herman Street stated her case as to why she prefers the change.

Close Public Hearing: 5:42PM

Motion by Ron Knautz, seconded by Steve Thompson to Approve the Rezoning of all five properties addressed as follows: 281 Herman Street; 283 Herman Street; 305 Herman Street; 309 Herman Street and 311 Herman Street to R-4 (Single Family Residential) On Roll Call Vote. All Present Voted **AYE.** **Motion Approved.**

Rezoning Review Committee:
Vacant, Chairman

Hearing #2 (05-1856): Dave Whitehurst, Owner/Developer

Rezoning of property located on Velde Drive from R-2 (Single Family Residential) to RM-3 or RM-2 (Multiple Family Residential) with a Legal Description of Sec 25 T25N R5W Pekin 4.56 AC Tract lying East of Marigold Estate Phase 5 & 12 (Exc 20' x 127' Tract Adj to Lot 162) E ½ of NW ¼ and PIN #04-04-25-100-035 commonly known as an Empty Lot on Velde Drive in Tazewell County, Illinois.

Open Public Hearing: 5:47PM

Dave Whitehurst, 11920 N Hickory Grove, Dunlap, IL stated his case and remained for questions.

Close Public Hearing: 5:50PM

Rezoning Review Committee:
Vacant, Chairman

Motion by Don Hild, seconded by Steve Thompson to Approve the Rezoning of the property located on Velde Drive to RM-2 (Multiple Family Residential) due to density of the property and in regards to surrounding lots. On Roll Call Vote. (3) Three Present Voted **AYE.** (2) Two Present Voted **NAYE.** (1) One Present **ABSTAINED.** **Motion Approved.**

Election of Officers:

Motion by Ron Knautz, seconded by Jim Jones to Elect Bill Craig as Chairman. On Roll Call Vote. (5) Five Present Voted **AYE.** (1) One (Bill Craig) Present **ABSTAINED.** **Motion Approved.**

Motion by Jim Jones, seconded by Ron Knautz to Elect Don Hild as Vice Chairman. On Roll Call Vote. (5) Five Present Voted **AYE.** (1) One (Don Hild) Present **ABSTAINED.** **Motion Approved.**

Motion by Ron Knautz seconded by Erik Reader to Adjourn the meeting.
On Roll Call Vote. All Present Voted **AYE.** **Motion Approved**

Meeting adjourned at 6:25PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
May 9, 2012

HEARING #05-1855

The Pekin Planning Commission recommends the approval of the Rezoning of Five Properties addressed as follows: 281 Herman Street, 283 Herman Street, 305 Herman Street, 309 Herman Street and 311 Herman Street From B-3 (General Business District) to R-4 (Single Family Residential) to the City Pekin Council.

_____
Bill Craig, Chairman

_____
Don Hild, Vice-Chairman

Tally of Votes:
AYE Unanimous
NAYE -
ABSTAIN -

Pekin Planning Commission
May 9, 2012

HEARING #05-1856

The Pekin Planning Commission recommends the approval of the Rezoning of the Property located on Velde Drive from R-2 (Single Family Residential) to RM-2 (Multiple Family Residential) due to density of the property and in regards to surrounding lots to the City Pekin Council.

_____
Bill Craig, Chairman

_____
Don Hild, Vice-Chairman

Tally of Votes:
AYE – (3) Three
NAYE – (2) Two / Ron Knautz & Jim Jones
ABSTAIN – (1) One / Erik Reader

CITY OF PEKIN

ZONING MAP OF THE CITY OF PEKIN

DECEMBER 31, 2011 REVISION

PUBLICATION AUTHORIZED BY RESOLUTION NO.
ADOPTED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 29TH DAY OF MAY 2012

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 29TH DAY OF MAY 2012

40-12/13

May 29, 2012

the City Clerk be and she is hereby directed to publish the Zoning Map of the City of Pekin, December 31, 2011, revision, hereunto attached as Exhibit A, in pamphlet form.

ATTENTION: LEGAL NOTICE DEPARTMENT
City of Pekin

111 S. Capitol Street
Pekin, Illinois 61554
(309) 477-2300
Fax: (309) 346-2095

TRANSMISSION COVER SHEET

Date:	*May 30, 2012*
To:	*Pekin Daily Times*
Phone:	*(309) 346-1111*
Re:	*Publication of Legal Notice*
Sender:	*Sue E. McMillan*

YOU SHOULD RECEIVE 2 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (309) 477-2300.

Please publish the attached PUBLIC NOTICE of the publication of the revised zoning map of the City of Pekin in the *Pekin Daily Times* one time on the next available date. Thanks.

Please call or email smcmillan@ci.pekin.il.us
Sue McMillan (309) 478-5357 to confirm date of publication.

Thank you.

PUBLIC NOTICE

Public Notice is hereby given that on May 29, 2012 the City Council of the City of Pekin adopted Resolution No. 40-12/13 directing that the Zoning Map of the City of Pekin be published pursuant to 65 ILCS 5/11-13-19.

Said resolution has been published in Pamphlet form. The Zoning Map with all revisions as of December 31, 2011 is available for public inspection upon request in the Office of the City Clerk, 111 S. Capitol Street, Pekin, Illinois 61554.

CERTIFICATE

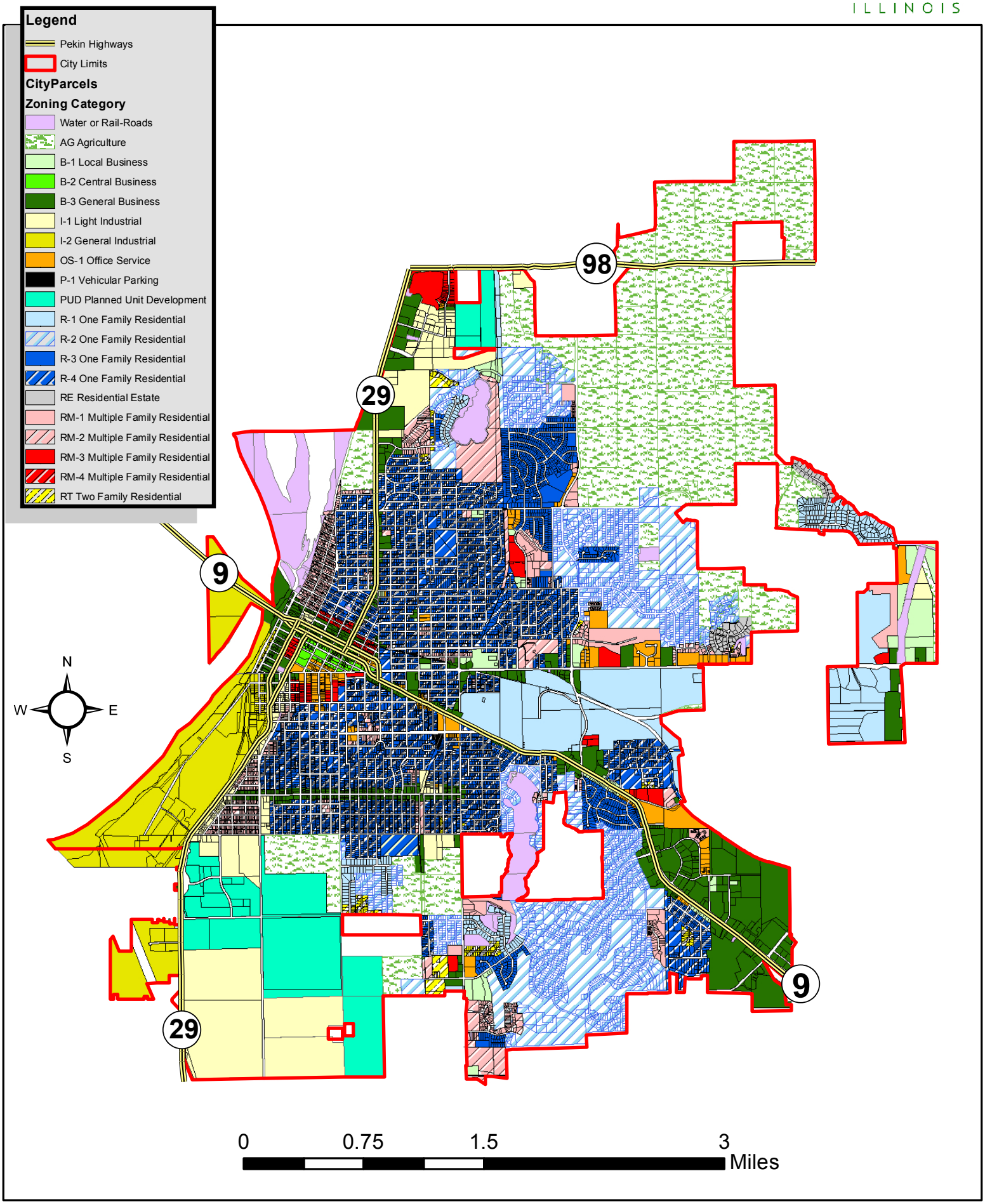
THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 29TH DAY OF MAY 2012 ADOPTED RESOLUTION NO. 40-12/13 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2012.

(SEAL)

SUE E. MCMILLAN
CITY CLERK

City of Pekin Zoning



Map updated 5/18/12
Dan Newcomb - GIS/Field Technician

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Change Order - Wastewater Treatment Plant, Phase 2A

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: Approve Changer Order #2 for Phase 2A for the WWTP in the amount of $107,728.00

DESCRIPTION: Phase 2A construction of the wastewater treatment plant commenced in November of 2011 with the construction of the new plant within the foot print of the existing plant. This change order includes deductions and additions for 17 items due to changes that were required once construction started with field conditions verified and knowledge of the purchased equipment. Also modifications were needed to make sure that operation of the existing plant does not experience major interruptions. Larger additions included the discovery of unexpected unsuitable soil during the excavation of the aeration basin, rerouting existing power and control wiring that was found to be conflicting with underground piping and the need for a precast concrete column and beam to support equipment. Larger deductions accounted for an electrical panel no longer needed because some of the existing services are not needed in future operations and the realignment of pipe that will provide savings.

I would recommend that this change order the project so that we can keep the project construction on schedule.

FINANCIAL IMPACT: None to the existing budget because changes were anticipated in the project esitimate

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Work will continue and the project stays on schedule to meet mandated completion date

IMPACT IF DENIED: Work will be delayed which will cause failure to meet mandated completion date

ALTERNATIVES: N/A

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: Mike Date: 5/16/2012	
Finance Department (Certification of Availability of Funds)**:** Date: 5-18-12 Angela Evans	
Corporation Counsel: Date: 5-24-12	
City Manager: Joseph Wheeldon Date: 5/18/12	

Change Order

No. 2

Date of Issuance: 5/17/2012

Project: Wastewater Treatment Plant (STP #1) Improvements – Phase 2A	Owner: City of Pekin
Contract: Wastewater Treatment Plant (STP #1) Improvements – Phase 2A	Date of Contract: 11/1/2011
Contractor: Williams Brothers Construction, Inc.	Engineer's Project No.: 0110781.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
See Attachment #1 – List of Change Order Items and Justifications

Attachments (list documents supporting change):
See Attached RFP's #006R, 011, 013, 015, 016, 017, 018, 019, 020, 021, 022, 023R, 024, 025, 026, 027, 030

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 20,670,000.00	Original Contract Times: ☐ Working days X Calendar days Substantial completion (days or date): 700 Ready for final payment (days or date): 760
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. _____: $ 40,483.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): N/A Ready for final payment (days): _____
Contract Price prior to this Change Order: $ 20,710,483.00	Contract Times prior to this Change Order: Substantial completion (days or date): 700 Ready for final payment (days or date): 760
Increase of this Change Order: $ 107,728.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): N/A Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $ 20,818,211.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 700 Ready for final payment (days or date): 760

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 5/18/2012	Date: 5/18/12	Date: 05-18-12

Approved by Funding Agency (if applicable):

_____ Date: _____

ATTACHMENT #1

Change Order Items Summary and Justification

1. RFP #006R: Provision of temporary electrical power and operation of the new North Primary Clarifier and Primary Sludge Pump Station. Required to allow continuation of Phase 2A and 2B construction until permanent power can be provided from the Motor Control Center and Switchgear in the New Sludge Pump/Blower Building. Construction phasing requirement. $16,283.00

2. RFP #011: Structure 7 (Anoxic and Aeration Gate) frame and operator pinion revisions on 7 gates and deletion on 2 ea. electric actuators. Actuator and gate height adjustments required for hydraulic control and operator access. Two electric motor actuators are no longer required. ($1,285.00)

3. RFP #013: Hand off auto and emergency stop circuit revisions in Motor Control Centers. Deleted.

4. RFP 014: Deletion of electrical material not needed and addition of relays associated with the Project various control panels. ($7,161.00)

5. RFP #015: Delete 2 ea. 400 amp electric feeds for existing services. Analysis determined a number of existing services can be deleted and are no longer required for future operations. ($25,135.00)

6. RFP 016: Additional reinforcement and structural concrete for the retaining wall access way from the new Residuals Building to the secondary digester cover access walkway. Two retaining walls require additional height to accommodate planned final earth grade at the digesters (insulating cover) and connection at the building masonry veneer. $4,238.00

7. RFP #017: Clean out and flush out of gas safety piping of sludge in the existing gas safety piping assembly and gas take off pipe. Replace existing defective gas safety pressure switch. Provide electrical connection for new (Owner provided) hot water heater in Maintenance Building allowing existing natural gas supply pipe to be removed. Required to allow operation of 88 digester for Phase 2A demolition of piping, the 66 Digester Building and de-activating the 66 digester for the Residuals Building and residuals processing area construction. $7,224.00

8. RFP #018: Revisions to the slab thicknesses in the residuals lower floor area to accommodate adjusted proposed equipment loads, loaded tandem axle truck loads and long term durability in a heavy industrial loading/wet environment condition. $3,097.00

9. RFP #019: Provide frost proof non-potable water maintenance hose bib at the Residuals Building to secondary digester access walkway. Required for maintenance cleaning and flushing. Lower cost alternative than replacing an existing potable water service pipe and yard hydrant. $1,600.00

10. RFP #020: Revise alignment of Primary Sludge Line between the south primary clarifier telescoping valve sludge draw off box and the north primary clarifier primary sludge pump station due to existing utility conflicts. ($5,426.00)

11. RFP #021: Existing electrical and control ductbank replacement to the NPW Pump Station. Existing duct bank alignment required removal for the New Blower Building construction. $9,725.00

12. RFP #022R: Provision of precast concrete column and beam in the Residuals Building supernatant storage tank to support the full equipment load of the Lamella Plate Settler located above the tank on the basis of the final approved shop drawings for the equipment supplied. Drain piping adjustments and fittings required to relocate pipe for the beam placement and shop drawing equipment related adjustments. $41,501.00

13. RFP #023R: Light fixture revision and off set credit for receptacles not needed. Deficiency with fixture supplied in previous Phase 1 construction requires revision for Phase 2A to an alternate fixture. Receptacle outlets and conduit wire not required on the basis of equipment shop drawing information as submitted/approved. ($300)

14. RFP #024: Provide electrical control conduit and wire and local switches for the structure 7 aeration basin mixed liquor suspended solids sensor and Aeration Zone 1 Air Isolation Valve Electric Actuator. Value added Equipment shown on the plans but electric power/control wiring is missing. $8,638.00.

15. RFP #025: Provide Phase 2A 66 digester boiler vendor control panel alarm program and I/O upgrade, an additional I/O and in the Residuals Building SCADA/PLC panel, and related conduit and wiring appurtenances. This provides additional operational and alarm functionality to the Phase 2A digester boiler operational/control determined on the basis of startup/operational issues encountered/discovered during previous startup of the identical boiler at the 88 digester (Phase 1). Operational and safety requirement. $9,204.00

16. RFP #026: Revise FRP laminate ceiling panels from gypsum board backing to plywood backing. Required for long term durability in industrial and potentially humid/moist environment. $5,625.00

17. RFP #027: Temporary reroute of existing power and controls wiring and conduit for the existing RAS/WAS pump station. Existing buried conduits conflict in multiple locations with proposed underground piping. The existing RAS/WAS pump station must remain in service through completion of the north secondary clarifier (in 2B construction phase). $10,497.00

18. RFP #30: Mass excavation and aggregate stone backfill due to unsuitable soils at the structure 7 aeration basin footings. Costs are for soils encountered and aggregate materials in excess of those identified by contract. $29,403.00

See attached RFP and Change Order Proposal Packets for additional details. See attached summary tabulation of costs.

RFPs and Change Order Summary for Phase 2A 5/17/2012

RFP Number	Date	Description	Corresponding RFI/ESI	WBCI RFI/ESI Numbering	Transmittal Number	Proposal Received	Proposal Amount	Negotiated Amount	Change Order Number
1	11/18/2011	24" Sanitary North of Blower Bldg Ph 2A/2B Shift	none	001	19	11/21/11	$27,585.00	$27,585.00	1
1A	11/18/2011	Existing manhole replacement associated with RFP #1 24 in. SA relocate	none	001S		01/30/12	$9,656.00	$9,656.00	1
2	11/29/2011	Electrical power feed to the Operations Building	none		38	12/12/11	$30,844.00	n/c	1
3	11/29/2011	DMDP Vault Changes - Elevated Decking Construction and Manhole Lid	RFI #004/ESI #004	003	40	12/23/11	$3,315.00	$3,315.00	1
4	11/29/2011	Temporary Primary Sludge Transfer Interconnect	RFI #005/ESI #003	004	41	12/12/11	$2,258.00	$2,258.00	1
5	12/12/2011	Residuals Building Sanitary Drain reroute and temp PW/NPW services	RFI #007	005	52	12/28/11	$6,499.00	$6,499.00	1
7	12/12/2011	Delete Handrail at Primary Clarifiers	none	007	57	2/1/2012	($7,549.00)	($7,549.00)	1
8	12/19/2011	Digester 2 Temporary Sludge discharge to lagoon	none	008	73	1/7/2012	($8,244.00)	($8,244.00)	1
9	1/11/2012	Sludge Drying Bldg. conduit adjusts for 2B Sludge Drying Canopy	ECO02-E03	009	110	1/31/2012	n/c	n/c	1
10	1/11/2012	Relocate existing NPW and Cl2 lines conflicting with Sludge/Blower Building Construction	none	010	111	1/31/2012	$6,304.00	$6,304.00	1
12	2/8/2012	Metal Wall Panel Change to Marquee-Lok	Shop Dwg 7412.01	Shop Dwg 7412.01	260		$659.00	$659.00	1
		Total Change Order No. 1					**$71,327.00**	**$40,483.00**	
6R	12/12/2011	Temp Construction and operating power for North Primary Clarifier and Primary Sludge Pump Station	ECO2-02a to d	006	56	1/10/2012	$34,003.00	$16,283.00	2
11	2/2/2012	Delete Electric Actuators from SG-1 (Qty 2)	ESI005 Reissue	ESI005	216		($1,285.00)	($1,285.00)	2
13	2/8/2012	HOA Switch Wiring	ESI #010	ESI# 010	269	deleted	n/c	n/c	2
14	2/23/2012	Controls additions/subtractions for RFI 22	RFI#22	RFI #22	315		($7,161.00)	($7,161.00)	2
15	3/5/2012	Removing a 400amp feed from DMDP	-		347		($25,135.00)	($25,135.00)	2
16	3/23/2012	Architectural and Structural Changes at residuals walkway retaining wall (ESI 15)	15	15	445		$4,238.00	$4,238.00	2
17	3/26/2012	Digester Gas Safety Equipment/Pipe Clean Out; Electric Water Heater labor at Maintenance Shop	-		454		$7,224.00	$7,224.00	2
18/18R	3/27/2012	Residuals Building Slab adjustments	-	18	504	4/5/2012	$3,097.00	$3,097.00	2
19	4/5/2012	Flushing Hose Bib at Residuals Building to replace existing yard hydrant	RFI #42	RFI #42	508		$1,600.00	$1,600.00	2
20	4/9/2012	10" PS Pipe adjustments btwn S. Primary Clarifier and N. Primary Clarifier	ESI #016	ESI #016	512		($5,426.00)	($5,426.00)	2
21	4/11/2012	Duct Bank Revision from the Blower Bldg to the NPW Pump Sta	RFI #19 and #43	RFI #19 and #43	548		$21,795.00	$9,725.00	2
22/22R/22R2	4/12/2012	Residuals Building Supplemental Structural support for select large process Equipment			695		$41,501.00	$41,501.00	3
23R	4/18/2012	Exterior Lighting Change to Type C fixtures per shop drawing review comments	Shop 16521 & RFI #46	Shop 16511 & RFI #46	551		($300.00)	($300.00)	2
24	4/18/2012	Aeration basin Inlet Channel Actuator; MLSS sensor Power and Control conduit	ESI #017 & RFI #045	ESI #017 & RFI #045	553		$8,638.00	$8,638.00	2
25R	4/25/2012	Residuals Building PLC Additional I/O	Shop Dwg 16900	Shop Dwg 16900	593		$9,204.00	$9,204.00	2
26	4/25/2012	FRP Panel Upgrade (5/8 plywood vs. Gypsum) at Chlorine, Blower, and Residuals Bldg.	Ph2B Add. #3	Ph2B Add. #3	590		$5,625.00	$5,625.00	2
27	4/25/2012	Temp Reroute of control & power cable in conflict with the Secondary Drain MH			597		$10,487.00	$10,497.00	2
30	5/9/2012	Undercut of the Aeration Basin	Directly from Contractor				$36,450.00	$29,403.00	2
		Total Change Order No. 2					**$144,555.00**	**$107,728.00**	

		% of Construction
Original Contract	$20,670,000.00	
CO #1	$40,482.89	0.20%
CO #2	$107,728.00	0.52%
Total Change orders	$148,210.89	0.72%
Current Contract	$20,818,210.89	
Loan Contingency	$620,100.00	3.00%
Remaining Loan Contingency	$471,889.11	2.28%

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: To Amend the Engineering Agreement with Hanson Professional Services, Inc for Petri Lane

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: To approve the amendment to the engineering agreement with Hanson Professional Services dated February 28, 2011 for additional services to the original agreement for Construction Guidance on the Extension of Petri Lane.

DESCRIPTION: The original engineering agreement with Hanson Professional Service, Inc. was to provide for phase 2 or design engineering for Petri Lane Extension. Per that agreement, a resolution of $150,000.00 of MFT funding was approved to fund that Phase 2 engineering. The final design engineering is complete and there is a balance of $38,569 remaining. This amendment to that agreement will allow the City of Pekin to utilize the remaining balance for any additional construction guidance and support that might be required during construction. The additional support that might be required will be surveying to verify quantities, changes to plans or specifications if required during construction and provide general support as needed with money that was already budget towards this project.

FINANCIAL IMPACT: Motor Fuel Tax funding has already been approved to be spent towards project.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The construction services needed can be paid for with budgeted MFT funding

IMPACT IF DENIED: Then the additional construction services will have to be paid for from other funding

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: Mitch S

Date: 5/16/2012

Finance Department (Certification of Availability of Funds):

Date: 5-18-12 Angela Evans

Corporation Counsel:

Date: 5-21-12

City Manager: Joseph Williams

Date: 5/18/12

Municipality	LOCAL AGENCY	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Amendment No. 1	CONSULTANT	Name
City of Pekin				Hanson Professional Services Inc
Township				Address 7625 N. Universitv St. Ste 200
County Tazewell				City Peoria
Section 10-00179-00-FP				State IL

THIS AGREEMENT is made and entered into this th day of May, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Petri Lane Extension

Route FAU 6698 Length 0.70 Mi. 3,050 FT (Structure No. _____)

Termini From 5th Street to 14th Street

Description:
Phase III Construction guidance for the reconstruction and extension of Petri Lane from 5th Street to 14th Street. The project includes new roadway with curb & gutter, storm sewer and sanitary sewer. Storm water detention is also included.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
   e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
   f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
   g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
   h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

l. ☒ **See Attachment A.**

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in the paragraphs **1l,** 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under $50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

   c. ☒ **See Attachment B**

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as salary cost. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

   By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the attached General Conditions (C/S) Rev. 3 are included in and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Pekin of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

_____

_____ Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Hanson Professional Services Inc.

7625 N. University Street, Suite 200

Peoria, IL 61614

ATTEST:

By _____

Title Associate

By _____

Title Regional Vice President

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

AMENDMENT NO. 1
ATTACHMENT A
SCOPE OF SERVICES

PROJECT: Petri Lane Extension from 5th Street to 14th Street

PROJECT DESCRIPTION AND LIMITS:

Hanson shall provide construction guidance services for the reconstruction and extension of Petri Lane from 5th Street to 14th Street. The project will consist of 32 foot wide pavement designed to carry two 12 foot wide travel lanes and two 4 foot wide bike lanes from Fawnridge to 14th Street. Storm sewer will be installed along the new roadway with an anticipated outlet at or near 14th Street. An infiltration based detention system will be designed to address storm water runoff near the existing end of Petri Lane.

The total length of improvement is approximately 3,050 feet.

SERVICES:

The Scope of Services to be provided is limited to the following:

(a) Furnish construction guidance. Construction guidance shall include:
- i. Consultation on interpretation of plans and specifications and changes during construction.
- ii. Checking all shop and working drawings.
- iii. Periodical job-site observation as construction progresses. Site visit reports will be prepared after each visit.
- iv. Reviewing and checking all reports by testing laboratories on equipment and material tested.
- v. Reviewing and checking payment estimates, change orders, records and reports as requested by the City of Pekin.
- vi. Conducting walk-through with the City of Pekin to prepare a punch list near the end of construction.
- vii. Assisting in measurement and computation of pay items as requested by the City of Pekin.
- viii. This agreement is based on 300 hours for the above tasks.

(b) Meetings: Hanson will attend the following project meetings:
- i. Preconstruction meeting at IDOT
- ii. Construction Progress Meetings at major milestones

(c) Surveying Services
- i. Provide survey as needed to verify quantities, i.e. the contractor does not agree to plan quantity for earthwork.
- ii. Stake proposed right of way and permanent easements in the field.

(d) The following items are not included in the scope of work but could be provided as an addendum to the contract:

i. Conducting full time construction observation services
ii. Preparation and maintenance of project records in ICORS.
iii. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
iv. Revision of contract documents to reflect as-built conditions.
v. Obtaining samples and performing testing on construction materials, i.e. concrete, asphalt, soils and aggregates.
vi. Inspection of materials and submittal of reports when inspection is not provided at the sources of the STATE BMPR.

AMENDMENT NO. 1
ATTACHMENT B

Payment
Petri Lane Extension

Cost of Services in Agreement	$141,595
Increase this Amendment	$ 8,405
Cost of Services with all Amendments	$150,000

The LA agrees to pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT AMENDMENT NO. 1 on the basis hourly rate costs times a factor of 3.0, plus direct job expenses. There is currently approximately $30,374 remaining in the original agreement. With this Agreement Amendment, the budget for the construction guidance services is $38,779. Hanson agrees not to exceed $150,000 total cost without prior notification to LA.

REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Re-zone 5 properties on Herman Street

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: Recommendation to approve re-zoning of 5 properties on Herman Street

BACKGROUND: The 5 properties to be re-zoned were originally R-4 (Single Family Residential)and the zoning was changed to B-3 (General Business) due to the 2 properties adjacent were re-zoned to allow a business to locate in the existing building and the adjacent property built a warehouse as an accessory use to the existing business.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: The neighbors with the B-3 zoning classification are concerned that there may be a problem re-financing or selling their property due to the non-conforming status. Also, there could be a problem re-building if the structure were to be destroyed over 60% of the assessed value.

IMPACT IF APPROVED: Non-conforming status for the property would not be a problem in the future.

IMPACT IF DENIED: Residences would be non-conforming structures and owners would be unable to receive a mortgage, re-finance or re-build if destroyed over 60% of assessed value.

ALTERNATIVES: None.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: EFFECTIVE GOVERNMENT

REQUIRED SIGNATURES

Department Director		5/17/2012 Date
Finance Department	(Certification of Availability of Funds)	Date
Corporation Counsel	(Certification of Review)	2/24/12 Date
City Manager		Date

ORDINANCE NO. 1568-A190-12/13

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY

WHEREAS, the City of Pekin is requesting rezoning of the parcels herein described, in this ordinance; and

WHEREAS, Terry Len Martin and Denise Rey Martin 281 Herman; Bret Bruce and Deanna Melvin 283 Herman; Gina Kuhn and Richard Kuhn 305 Herman; Jim R. Sharp and Wilma N. Sharp 309 Herman; and Jerry W. Dubois and Kelly R. Dubois 311 Herman are the owners of the parcels herein described; and

WHEREAS, the Petitioner has requested that the properties hereinafter described be rezoned from their current zoning of B-3 (General Business) district to R-4 (Single Family Residential) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on April 20, 2012 in the Peoria Journal Star, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 5:30 p.m. on May 9, 2012, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said properties.

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

1. That the following described properties are hereby zoned as R-4 (Single Family Residential) District:

281 Herman St. - Terry Len Martin and Denise Rey Martin - Owners

Lot 1 in Southmoor No. 2, an Addition to the City of Pekin, as shown by Plat Recorded in Plat Book "P" Page 11 in the Recorder's Office of Tazewell County, Situated in Tazewell County, Illinois

PIN: 04-10-03-416-008

283 Herman St. - Bret Bruce and Deanna Melvin - Owners

The West 55 feet of even width of Sublot "A" of Lots 43 and 44 in the Southwest Quarter of the Southeast Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, said Sublot "A" being shown on Plat recorded in Plat Book "N", page 371, in the Recorder's Office of Tazewell County, situated in Tazewell County, Illinois.

PIN: 04-10-03-416-009

305 Herman St. - Gina Kuhn and Richard Kuhn - Owners

The West 55 feet of the East 110 feet of even width of Sublot "A" of Lots 43 and 44 in the Southwest Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, said Sublot "A" being shown by Plat Book "N" page 371 in the Recorder's Office of Tazewell County, Illinois.

PIN: 04-10-03-416-012

309 Herman St. - Jim R. Sharp and Wilma N. Sharp - Owners

The East 55 feet of even width of Sublot "A" of Lots 43 and 44 in the Southwest Quarter of the Southeast Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, said Sublot "A" being shown by plat in Plat Book "N", page 371, in the Recorder's Office of Tazewell County, Illinois.

PIN: 04-10-03-416-012

311 Herman St. - Jerry W. Dubois and Kelly R. Dubois - Owners

Lot 21 in WEST GRANDVIEW ADDITION in the City of Pekin, Tazewell County, Illinois.

PIN: 04-10-03-416-014

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 29th day of May, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Planning Commission Legal Descriptions 5/9/12

281 Herman St. - Terry Len Martin and Denise Rey Martin - Owners

Lot 1 in Southmoor No. 2, an Addition to the City of Pekin, as shown by Plat Recorded in Plat Book "P" Page 11 in the Recorder's Office of Tazewell County, Situated in Tazewell County, Illinois

PIN: 04-10-03-416-008

283 Herman St. - Bret Bruce and Deanna Melvin - Owners

The West 55 feet of even width of Sublot "A" of Lots 43 and 44 in the Southwest Quarter of the Southeast Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, said Sublot "A" being shown on Plat recorded in Plat Book "N", page 371, in the Recorder's Office of Tazewell County, situated in Tazewell County, Illinois.

PIN: 04-10-03-416-009

305 Herman St. - Gina Kuhn and Richard Kuhn - Owners

The West 55 feet of the East 110 feet of even width of Sublot "A" of Lots 43 and 44 in the Southwest Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, said Sublot "A" being shown by Plat Book "N" page 371 in the Recorder's Office of Tazewell County, Illinois.

PIN: 04-10-03-416-012

309 Herman St. - Jim R. Sharp and Wilma N. Sharp - Owners

The East 55 feet of even width of Sublot "A" of Lots 43 and 44 in the Southwest Quarter of the Southeast Quarter of Section 3, Township 24 North, Range 5 West of the Third Principal Meridian, said Sublot "A" being shown by plat in Plat Book "N", page 371, in the Recorder's Office of Tazewell County, Illinois.

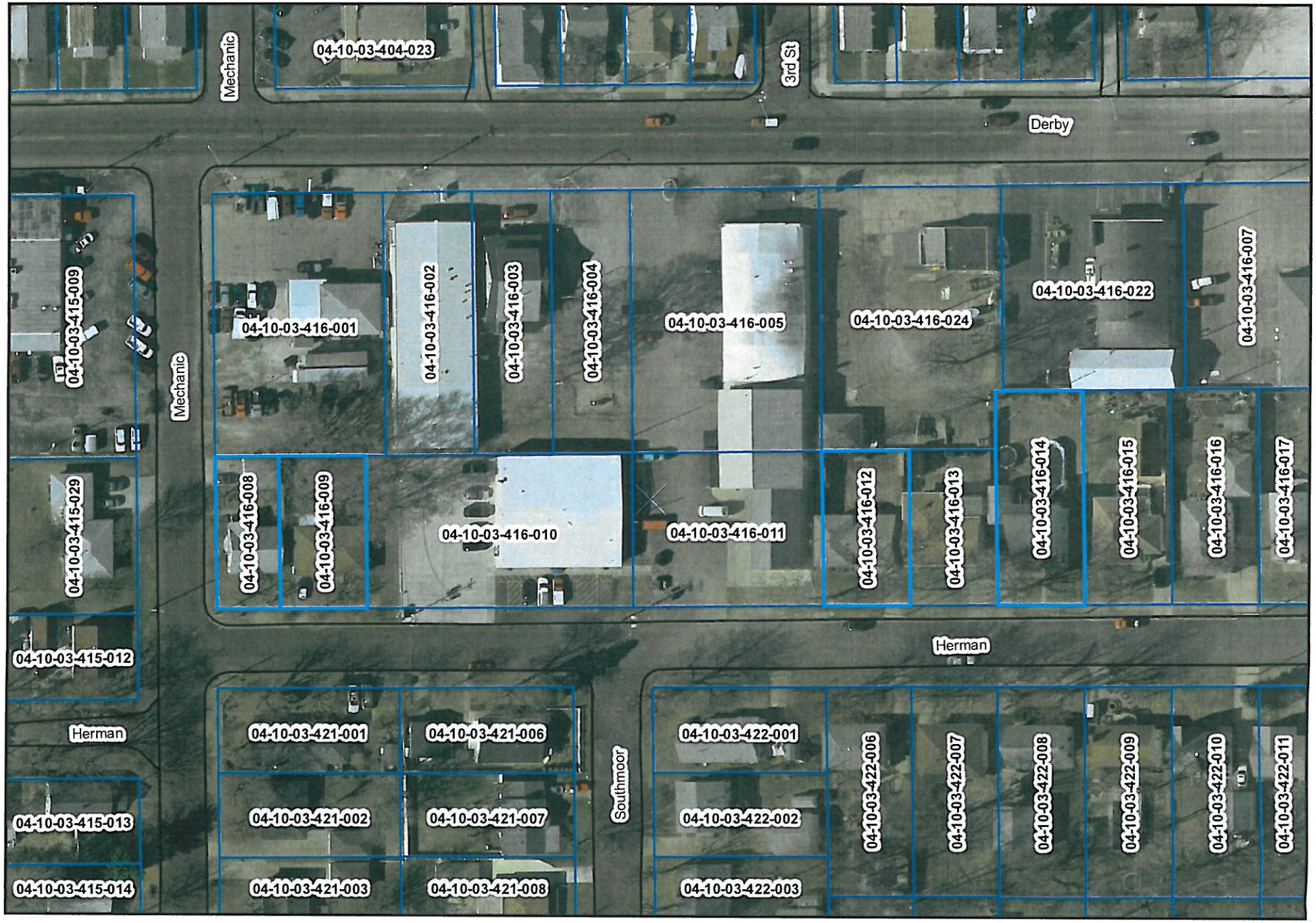
PIN: 04-10-03-416-012

311 Herman St. - Jerry W. Dubois and Kelly R. Dubois - Owners

Lot 21 in WEST GRANDVIEW ADDITION in the City of Pekin, Tazewell County, Illinois.

PIN: 04-10-03-416-014

Pekin
ILLINOIS



Drawn By Dan Newcomb
GIS / Field Technician
5/18/2012

REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Re-zoning of certain property (4.399 acres) located off Parkway between Velde Drive and Delaware Street.

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: Recommendation to approve Re-zoning of property from R-2 to RM-2

BACKGROUND: This property was the other ½ of Marigold 9 but was never developed and has been purchased by a new developer for development.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: No comments were brought forward at the hearing to re-zone.

IMPACT IF APPROVED: Possible development in near future and Delaware Street may become a through street as originally proposed by the original developer.

IMPACT IF DENIED: Property may not be developed in the near future.

ALTERNATIVES: None.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: EFFECTIVE GOVERNMENT

REQUIRED SIGNATURES

Department Director _____ 5/17/2012
Date

Finance Department _____
(Certification of Availability of Funds) Date

Corporation Counsel _____ 5/24/12
(Certification of Review) Date

City Manager _____
Date

ORDINANCE NO. 1568-A191-12/13

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY

WHEREAS, David Whitehurst is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of R-2 (Single Family Residential) to RM-2 (Multiple Family Residential) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on April 18, 2012 in the Peoria Journal Star, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 5:30 p.m. on May 9, 2012, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as R-M-2 (Multiple Family Residential) District:

Parts of the Northwest Quarter of Section 25, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Commencing at the aforementioned Point "A", thence South 00 degrees 01 minutes 16 seconds West, (bearing assumed for purpose of description only), 62.00 feet to the point of beginning of tract to be described; FROM THE POINT OF BEGINNING, thence South 00 degrees 01 minutes 16 seconds West, 548.03 feet to the North line of Marigold Estates, Phase Nine A, a subdivision of part of the Northwest Quarter of said Section 25; (the following four courses are along said North line) , thence South 00 degrees 17 minutes 03 seconds East, 20.00 feet; thence South 89 degrees 42 minutes 57 seconds West, 181.49 feet, thence South 00 degrees, 17 minutes 03 seconds East, 74.58 feet; thence South 89 degrees 42 minutes 57 seconds West, 181.63 feet to the East line of Marigold Estates, Phase Two, a subdivision of part of the Northwest Quarter of said Section 25; thence North 00 degrees 17 minutes 03 seconds West, along said East line, 45.00 feet to the south line of said Marigold Estates, Phase Five; thence North 89 degrees 42 minutes 57 seconds East, along said South line, 48.63 feet, thence North 00 degrees 17 minutes 03 seconds West, along the East line of said Marigold Estates, Phase Five, 315.00 feet; thence North 00 degrees 04 minutes 47 seconds west, 284.60 feet; thence South 89 degrees 55 minutes 13 seconds East, 315.61 feet to the Point of Beginning, said tract containing 4.399 acres, more or less, Tazewell County, Illinois.

PIN #04-04-25-100-035

which has the common address of: approximately 4.399 acres on Velde Dr., Pekin, IL 61610

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 29th day of May, 2012; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

VELDE DR. (70')
LICK CREEK DRIVE (54')
PARKWAY DRIVE
MARIGOLD ESTATES
PHASE FIVE
MARIGOLD ESTATES
PHASE TWO
MARYLAND CT. (54')
ARLINGTON CIRCLE (54')
DELAWARE ST. (54')
MT. VERNON DR. (54')
MT. VERNON CT. (54')
FUTURE DEVELOPMENT
04-04-25-100-035
215
216
98
99
100
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106
95
94
93
92
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TO Journal Star: Please publish one time on the **18th day** of **April, 2012.**

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held on the **Rezoning of property located on Velde Drive from R-2 (Single Family Residential to RM-3 or RM-2 (Multiple Family Residential) with a Legal Description of Sec 25 T25N R5W Pekin 4.56 AC tract lying East of Marigold Estate Phase 5 & 12 (Exc 20' x 127' Tract adj to Lot 161) E ½ of NW ¼ and PIN #04-04-25-100-035 commonly known as an Empty Lot on Velde Drive in Tazewell County, Illinois.**

Said **Public Hearing** of the above petition to be held at a regular Meeting of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **9th** day of **May, 2012** at the hour of **5:30 P.M.**

All persons having an interest therein may appear to be heard.

Please Note: A copy of the proposed change is available at City Hall.

Dated this **16th** day of **April 2012.**

Juanita VanBuskirk, Secretary
Pekin Planning Commission

201200003557
Filed for Record in
TAZEWELL COUNTY, IL
SUSAN E. MANUEL, COUNTY RECORDER
02-28-2012 At 02:32 pm.
WARR DEED 102.50
RHSP Surcharge 10.00

Deed Prepared by and Return to:
JOSEPH P. CHAMLEY
EVANS, FROEHLICH, BETH & CHAMLEY
44 Main Street, Suite 310
Champaign, IL 61820
PH: 217/359-6494

County Tax Paid in
Half Amount As State Tax

Send Tax Bill to:
DAVID WHITEHURST
11920 N. Hickory Grove Road
Dunlap, Illinois 61525

STATE OF ILLINOIS
STATE TAX
FEB.28.12
TAZEWELL COUNTY

0000004254
REAL ESTATE TRANSFER TAX
0004450
FP326667

Chicago Title

CORPORATION SPECIAL WARRANTY DEED

THE GRANTOR, BUSEY BANK, a Corporation existing under the Laws of the State of Illinois, duly authorized to transact business in the State of Illinois, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, GRANTS, SELLS and CONVEYS to DAVID WHITEHURST, of the County of Dunlap, and State of Illinois, all interest in the following described real:

Parts of the Northwest Quarter of Section 25, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Commencing at the aforementioned Point "A", thence South 00 degrees 01 minutes 16 seconds West, (bearing assumed for purpose of description only), 62.00 feet to the point of beginning of tract to be described; FROM THE POINT OF BEGINNING, thence South 00 degrees 01 minutes 16 seconds West, 548.03 feet to the North line of Marigold Estates, Phase Nine A, a subdivision of part of the Northwest Quarter of said Section 25; (the following four courses are along said North line) , thence South 00 degrees 17 minutes 03 seconds East, 20.00 feet; thence South 89 degrees 42 minutes 57 seconds West, 181.49 feet, thence South 00 degrees, 17 minutes 03 seconds East, 74.58 feet; thence South 89 degrees 42 minutes 57 seconds West, 181.63 feet to the East line of Marigold Estates, Phase Two, a subdivision of part of the Northwest Quarter of said Section 25; thence North 00 degrees 17 minutes 03 seconds West, along said East line, 45.00 feet to the south line of said Marigold Estates, Phase Five; thence North 89 degrees 42 minutes 57 seconds East, along said South line, 48.63 feet, thence North 00 degrees 17 minutes 03 seconds West, along the East line of said Marigold Estates, Phase Five, 315.00 feet; thence North 00 degrees 04 minutes 47 seconds west, 284.60 feet; thence South 89 degrees 55 minutes 13 seconds East, 315.61 feet to the Point of Beginning, said tract containing 4.399 acres, more or less, Tazewell County, Illinois.

PIN #04-04-25-100-035

which has the common address of: approximately 4.399 acres on Velde Dr., Pekin, IL 61610

situated in the County of Tazewell and State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. This property is not homestead property.

Subject to: (1) Real estate taxes for the year 2011 and subsequent years;
(2) Covenants, conditions, restrictions and easements apparent or of record;
(3) All applicable zoning laws and ordinances.

IN WITNESS WHEREOF, Said Grantor has caused its name to be signed to these presents by its Vice President, this 28th day of February, 2012.

BUSEY BANK, a Corporation existing under the Laws of the State of Illinois,

BY: _____
STEVEN E. HENDERSON,
Vice President

State of Illinois)
)
County of Champaign)

I, the undersigned, a Notary Public for the State of Illinois, certify that STEVEN E. HENDERSON, personally known to me to be Vice President of said corporation, and also known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act of the corporation, for the uses and purposes shown in the document and he was authorized to execute this instrument by the board of directors of said corporation.

Dated: February 28, 2012

Walter Taylor III
Notary Public

(seal)

"OFFICIAL SEAL"
WALTER TAYLOR III
Notary Public, State of Illinois
My commission expires 02/07/15

City of Pekin
Planning and Zoning Department

To Whom It May Concern:

I, David R. Whitehurst, am requesting a zoning change for the property I own on Velde Dr. The tax ID is # 04-04-25-100-035, approximately 4.399 acres. I am requesting a change to RM-3, however I would consider RM-2 if there are no other options. Since the parcels to the east and southeast are zoned RM-1, and the parcel to the south is RT, I feel my request would be appropriate to the area.

Sincerely,

Dave Whitehurst

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM:	Amend Traffic Code Regarding Parking Near Salvation Army
AGENDA DATE REQUESTED:	May 29, 2012
ACTION REQUESTED:	Allow 15 minute parking on the north side of Derby Street from the railroad tracks 250' westward to the circle driveway, Monday through Friday.
BACKGROUND:	The Salvation Army hosts a daycare in this building and the 15-minute parking would allow parents the ability to pick up and drop off children without having to cross Derby Street.
FINANCIAL IMPACT:	Two signs at a cost of up to $200 each, depending upon whether posts need to be installed.
NEIGHBORHOOD CONCERNS:	None
IMPACT IF APPROVED:	Access to the Salvation Army daycare would be easier for parents.
IMPACT IF DENIED:	The area would remain "no parking".

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes]

☐ **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of Family-way 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		5/17/12 Date
Finance Department	(Certification of Availability of Funds)	Date
Corporation Counsel		Date
City Manager		Date

ORDINANCE NO. 1462-A313 – 12/13

AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING NO PARKING SCHEDULE 15-MINUTES PARKING SALVATION ARMY DROP-OFF

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

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

WHEREAS, the Traffic Safety Committee addressed citizen request to allow 15-minute parking in front of the Salvation Army Daycare to allow parents to pick up/drop off at the Traffic Safety Committee Meeting on May 4, 2012; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider a 15-minute parking zone on Derby Street in front of the daycare from the railroad tracks to the circle drive of the Salvation Army building.

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the Traffic Code NO PARKING SCHEDULE

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated May 23, 2011 in its entirety, and inserting the No Parking Schedule dated May 29, 2012 attached hereto and incorporated herein by this reference.

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, approval and publication as required by law.

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

AYES:
NAYS:
ABSENT:
ABSTAINING:

APPROVED this _____ day of _____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Ann Eliza Street	South 11th Street	South 12th Street	East-West	Both	
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	Always	All days	Avon Street	50' south of corner	Charles Street	South	West	02-28-11
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
Total	6:00am-6:00pm	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	
Total	Always	All days	Charles Street	50' from corner	Avon Street	East	South	02-28-11
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
2 hours	8am-4pm	School	Court Street (Frontage	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Cynthiana Street	Broadway	South 2nd Street	West	Both	
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	DELETE
Total	Always	All days	Derby Street	Circle Dr Salvation Ar	South Second	West	North	05-29-12
15 min	Always	All days	Derby Street	Allen / RR Tracks	Circle Dr Salvation Ar	West	North	05-29-12
Total	Always	All days	Distillery Road	Front Street	115' South of Front	West	North	08-23-10
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10 edit
Total	Always	All days	Hecker Court	Winter Street	East/West Alley	North	East	09-2-10

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
Total	8:15am-8:45am	School	Highwood Avenue	341' South of Melanie	456' North of Powers	North	East	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Koch Street	Summer Street	100' East	West	North	
Total	Always	All days	Koch Street	South 2nd Street	South 14th Street	East	Both	
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	Market Street	North 19th Street	East dead end of stre	East-West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	8:15am-8:45am,	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	McLean Street	151' West of 8th Stree	225' West of 8th Stre	West	North	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg	East	South	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	Meyers Court	South 12th Street	West end	East-West	Both	
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	North 18th Street	James Road	50' South of James R	South	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
2 hours	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North Capitol Street	Court Street	Caroline Street	North-South	Both	
2 hours	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
Total	Always	All days	Olt Avenue	Court Street	Valle Vista Boulevard	North-South	Both	
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
Total	Always	All days	Park Avenue	South 13th Street	North 14th Street	East	South	09-22-08
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
2 hours	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
2 Hours	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both	
Total	Always	All days	Parkway Drive	368' South of Sherida	427' South of Sherida	North	East	
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	Pine Street/Maple Park	walk @ apt Pine Stree	drive @ apt Maple Par	East/North	South/	08-24-09
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both	
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both	
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South	
Total	Always	All days	Prince Street	South 12th Street	North 14th Street	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	
Total	Always	All days	RWBP Frontage Rd	Enterprise Drive	North End	North-South	Both	
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North	04-26-10
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd street	East	South	04-07-10 *
Total	Always	All days	Sheridan Road	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	600 ' east of Redwoo	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Sheridan Road	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Sommerset Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	Sommerset Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McL	North	East	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Str	South	West	
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	
15 minu	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Str	North	East	
Total	Always	All days	South 7th Street	95' South of Park Ave	180' South	South	West	12-14-09
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West	
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' S	North	Both	
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vi	West	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
2 hours	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Willow Street	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Willow Street	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Agreement with Illinois American for Data

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: Approve the agreement with Illinois American to provide water meter reading data needed to process waste water bills. Cost will be $0.08 per account X number of accounts (currently 14,430) X 12 months = $13, 852.80 annual rate.

DESCRIPTION: The City will be resuming waste water billing in August or September due to Illinois American ceasing this function for others. In order to be able to bill for the service, water meter readings are required and this agreement sets up the means to obtain the data from Illinois American on a monthly basis.

FINANCIAL IMPACT: Approximately $13,900.00 which will vary depending on the number of users. Base rate is $0.08 per user/per month.

NEIGHBORHOOD CONCERNS: None as it does not increase costs to users

IMPACT IF APPROVED: Ability to use already existing means to collect usage

IMPACT IF DENIED: Will have to create and install a method to collect usage data

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: 5-18-12 Angela Evans
Finance Department (Certification of Availability of Funds)**:** Date: 5-18-12 Angela Evans
Corporation Counsel: Date:
City Manager: Joseph Wuellner Date: 5/18/12

WATER USAGE DATA AGREEMENT

This WATER USAGE DATA AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20___, by and between Illinois-American Water Company, a Illinois corporation (hereinafter "IAWC" or the "Company"), and the City of Pekin, Illinois, a municipal corporation, established under the Constitution and Laws of the State of Illinois (hereinafter "City").

RECITALS:

WHEREAS, IAWC provides water service to customers in Pekin, Illinois, and through meter readings and estimates collects certain water usage and customer identification information for its billing purposes; and

WHEREAS, City provides sanitary sewer service to customers in Pekin, Illinois, and has established charges for such service based upon customer water usage; and

WHEREAS, City has requested that IAWC provide certain water usage and customer identification information that City requires to compute and collect its sewer charges; and

WHEREAS, IAWC is willing to provide usage information in exchange for payment by the City; and

WHEREAS, IAWC is a public utility regulated by the Illinois Public Service Commission (hereinafter "Commission"); and

WHEREAS, IAWC and City desire to enter into an agreement containing specific terms and conditions of providing the water usage and customer identification data.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IAWC and City agree as follows:

1. DATA TO BE PROVIDED IAWC agrees to make available to City water usage data relative to each of IAWC's customers in the City of Pekin, Illinois, which is collected monthly in IAWC's ordinary course of business through meter readings or lawful estimates. Each customer's water usage will be ascertained from readings obtained by some combination of either actual meter readings, postcard readings mailed in from customers, telephone readings called in by customers, or estimated readings by IAWC personnel when the foregoing are unavailable. The water usage data will cover a period of approximately 30 days for monthly-billed customers.

The water usage and customer identification data (hereinafter referred to as the "Data") shall be made available to City by IAWC on a weekly basis, and shall include the following Data:

A. Transaction information, including reading, usage and adjustment information for each customer account, as follows:
   (i) Whether the reading is an actual reading or an estimate (estimates shall include office estimates performed by IAWC and reads provided by the customer);
   (ii) Usage adjustment(s) with appropriate code(s) (if applicable);
   (iii) Cancel read (if applicable);
   (iv) Closing bill (if applicable);
   (v) The reading, which shall contain at a minimum:
      a. The reading date;
      b. Days of duration;
      c. Usage amount;
      d. Reading frequency (bi-monthly, quarterly, monthly);
      e. Unit of measure (gallons, hundred gallons, hundred cubic feet, thousand gallons);
      f. Negative and positive indicator on usage; and
      g. Transaction number for each record.
B. Account and premise change information, including customer, service address and status information, as follows:
   (i) Account name and mailing address (including address, city, state and zip code);
   (ii) Premise address (i.e. the service address);
   (iii) Status of account;
   (iv) Status of premise; and
   (v) Account/premise change date (if applicable).
C. Opening and closing service records, including information concerning the status of the service at the premise address, as follows:
   (i) New premise;
   (ii) Inactivated premise; and/or
   (iii) Killed premise.

Because a City customer and an IAWC customer at a specific address may be different individuals or entities, it will be City's responsibility to discern from the Data the appropriate customer identification information for City's purposes. IAWC will not be responsible for determining which of its customers are also City's customers. In addition, IAWC does not make any representations or warranties to City as to the accuracy, completeness or fitness for a particular purpose of the Data.

As of the date the City makes its first annual payment, City may retrieve the above Data via a secure website maintained by IAWC and all customer records made available to City are referenced by IAWC account number and premise number. To the extent IAWC intends to

change the manner by which the Data will be made available to City or to change the manner in which IAWC references customer records, it shall provide City with no less than ninety (90) days' advanced notice, per the notice provision set forth in paragraph 14 below.

2. CONFIDENTIALITY City agrees that the Data it obtains shall be used only for the purpose of computing and collecting its sewer charges, and that it shall limit the disclosure of the Data to only those officers, employees, and agents who need the Data for such purpose. City agrees to keep the Data confidential and shall not disclose, provide or sell the Data to any third party, firm, corporation or entity, except as required by law or as otherwise provided herein.

3. INAPPLICABLE PSC NOTICE REQUIREMENTS All notice and complaint procedures specified in 83 Ill. Adm. 280, 220 ILCS 5/ and Company tariffs and rules that apply to customer rights to utility service from a regulated utility, shall not apply to action or inaction by IAWC pursuant to the Agreement or IAWC's election to enter into this Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of City.

4. FEES The City will pay a fee of Eight Cents ($0.08) for each unit of Data provided by IAWC, which amount shall be paid by the City within 30 days of receipt of an invoice therefore from IAWC. IAWC may increase the fee for each unit of Data provided to the City based on increased costs to provide the Data effective the beginning of the next calendar year, so long as written notice of the new fee is provided to the City at least 90 days prior to the end of the preceding calendar year. Should City fail to pay any amounts due under the terms of this Agreement, IAWC's obligations to deliver the Data under this Agreement shall cease until such amounts are paid in full.

5. COMMISSION REVIEW To the extent that this Agreement becomes the subject of any regulatory proceeding before the Commission and the Commission produces a determination that alters the terms or fees set forth in this Agreement, impacts the Company's authorized revenues (i.e., imputes revenues to the Company), or is otherwise inconsistent with the Company's expected rate-making treatment, either party may terminate the Agreement with notice to the other party, or the parties may agree to amend the Agreement consistent with any Commission directive or order.

6. INDEMNIFICATION To the extent allowed by law, City agrees to indemnify, defend and hold harmless IAWC, its parents, subsidiaries, affiliated and related corporations, companies, partnerships and entities and/or their former, present, and future partners, directors, managers, officers, employees, attorneys, agents, representatives, successors and/or assigns from and against any and all claims, complaints or causes of action asserted by City customers and/or other third parties concerning the Data that IAWC has made available to City in accordance with this Agreement including, but not limited to, claims that sewer bills were based on estimates that

do not reflect actual usage; provided that the Data was not intentionally falsified or provided as a result of gross negligence by IAWC. The indemnification provision will survive the termination of this Agreement with respect to any actions taken during the time the Agreement was in effect.

7. CUSTOMER COMMUNICATIONS City shall handle all customer communications regarding the implementation of this Agreement by the City, or any actions that are taken pursuant to this Agreement by the City. Communications from customers to IAWC regarding City billings will be referred and directed to City, but IAWC will respond to reasonable requests for information from City to assist City in the handling of specific customer issues from time to time.

8. FORCE MAJEURE AND CONFLICTING REQUIREMENTS IAWC's actions required under this Agreement shall be excused due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather, or emergencies requiring utilization of manpower of resources elsewhere. In addition, the aforementioned information will cease to be provided if a court of competent jurisdiction or other governmental entity having jurisdiction issues an order to IAWC so requiring.

9. EXPIRATION OR TERMINATION This Agreement shall be for a term of one year from the Effective Date. Thereafter, it will continue from year to year unless terminated by either of the parties giving thirty (30) days' written notice to the other party as set forth in Paragraph 14 below.

10. SUCCESSORS AND ASSIGNS IAWC and City agree that this Agreement shall be binding upon and inure to benefit of their respective successors and assigns.

11. ENTIRE AGREEMENT This Agreement sets forth the entire understanding between the parties and fully supersedes any prior agreements or understanding between the parties relating to the subject matter set forth herein.

12. AMENDMENT Neither this Agreement, nor any term hereof may be amended, changed, modified, altered or waived except in writing executed by both City and IAWC or by an order or directive of the Commission as set forth in Paragraph 5 above.

13. AUTHORITY OF PARTIES Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required. Upon execution of the Agreement, the City shall designate a representative to whom all inquiries from IAWC should be directed and decisions of that individual shall be final and binding on City.

14. NOTICES All notices and other communications between IAWC and City concerning this Agreement (collectively, "Notices") shall be given in writing to the addresses set forth below:

IAWC:	Barry Suits, Vice-President of Operations Illinois-American Water Company 300 N. Water Works Drive Belleville, Illinois 62223
With Copy to:	General Counsel Illinois-American Water Company 300 N. Water Works Drive Belleville, Illinois 62223
City:	Mayor Laurie Barra The City of Pekin, Illinois 111 S. Capitol Street Pekin, Illinois 61554
With Copy to:	Burt L. Dancey Elliff, Dancey Bosich, P.C. 109 S. 4th St. Pekin, IL 61554

15. CONSTRUCTION The headings or captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

16. GOVERNING LAW To the extent a dispute arises between IAWC and City involving enforcement of this Agreement, such dispute shall be governed by the laws of the State of Illinois applicable to contracts made and performed entirely in Illinois, without regard to any principles of conflicts of law.

17. INCORPORATION OF RECITALS The Recitals are hereby incorporated into this Agreement.

18. COUNTERPARTS This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

19. EFFECTIVE DATE This Agreement shall be effective upon the date this Agreement is signed by both parties ("Effective Date").

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

ILLINOIS-AMERICAN WATER COMPANY

By:_____

Barry Suits, Vice-President of Operations

CITY OF PEKIN, ILLINOIS

By:_____

Laurie Barra, Mayor

ATTEST:

_____

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Agreement with Illinois American for Service Shut-off

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: Approve the agreement with Illinois American to provide water service shut-offs to customers delinquent in paying their waste water bills.

DESCRIPTION: The City will be resuming waste water billing in August or September due to Illinois American ceasing this function for others. In the past, if a user did not pay their bill the only way to proceed was either through sending them to a collections agency or placing a lien on the property. In working with Illinois American on this issue, they offer a shut-off service whereby if a user for fails to pay their bill we can request them to shut-off the water. Costs associated with this service would be recuperated through the amount user would be required to pay to re-establish water service.

FINANCIAL IMPACT: Costs will be per request.

NEIGHBORHOOD CONCERNS: only affects those who do not pay their bill

IMPACT IF APPROVED: Ability to shut-off service to a user for not paying bill

IMPACT IF DENIED: Will have to use methods that may allow us to collect passed due money but with an additional cost

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: 5-18-12 Angela Evans
Finance Department (Certification of Availability of Funds)**:** Date: 5-18-12 Angela Evans
Corporation Counsel: Date:
City Manager: Joseph Wunderlich Date: 5/18/12

WATER SHUT-OFF AGREEMENT FOR NON-PAYMENT OF SEWER COLLECTION AND TREATMENT CHARGES

THIS WATER SHUT-OFF AGREEMENT FOR NON-PAYMENT OF SEWER COLLECTION TREATMENT CHARGES (the "Agreement") is made effective as of the ____ day of _____, 2012 (the "Effective Date"), by and between **Illinois-American Water Company**, an Illinois corporation (the "Company"), and the **City of Pekin**, an Illinois municipal corporation (the "City"). Hereinafter the Company and the City may be referred to individually as a "Party", and collectively as the "Parties".

WHEREAS, the Company is a public utility regulated by the Illinois Commerce Commission and provides potable water services to customers in and around the boundaries of the City; and

WHEREAS, the City provides sewer collection and treatment services to customers in and around the municipal boundaries of the City, and bills said customers for the sewer collection and treatment services it provides; and

WHEREAS, the Company is authorized, at the request and direction of an authorized representative of the City, pursuant to the provisions of the Illinois Statutes, 65 ILCS 5/11-141-7 to contract to shut-off the supply of water from its potable water distribution system to any premises at which the user charges for sewer collection and treatment service supplied by the City are delinquent for more than thirty (30) days.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein shall have the following meanings:

"Sewer Collection and Treatment Charges" means the charges billed by the City to a User for the use of the City's sewer collection and treatment system.

"Term" means the period of time the Agreement is in force (including any renewal) with the initial period beginning on the Effective Date and ending on the third (3rd) anniversary thereof (the "Initial Term"), unless terminated earlier pursuant to Section 5.

"User" means any person(s) or premise that discharges wastewater into the City's sewer collection and treatment system and is a customer of the Company.

2. **Shut-off Services**

a. When the City determines, in accordance with applicable Illinois law, that a User's charges remain unpaid and are in arrears for more than thirty (30) days after rendition of a written notice of such charge, sent by first class mail to each User for a particular premise, and the City makes a specific written request to the Company to terminate water service to the City's User until such time as the Sewer Collection and Treatment Charges and all related costs are paid in full, the Company shall terminate said

user's water service as set forth below. The City shall, by written certification signed by an authorized representative of the City's Sewer Collection and Treatment Department, certify to the Company, at an office or location so designated by the Company, the following:

(1) the name of the User that is in arrears in payment of Sewer Collection and Treatment Charges;

(2) the address of the premises where such sewer service was received;

(3) that said User's Sewer Collection and Treatment Charges are in arrears for more than thirty (30) days after sending written notice by first class mail;

(4) that said User has been afforded written notice, by first class mail, of (i) the arrearage amount, and (ii) the City's intent to terminate sewer treatment service by means of a written request to the Company to discontinue said User's water service;

(5) that the User has been afforded a right to be heard on the correctness of the City's record of arrearage;

(6) that all Federal and State Constitutional as well as all Federal and State statutory prerequisites applicable to the collection of debt have been properly satisfied by the City or the Company; and

(7) that the City has complied with their policies and procedures regarding the billing and shut-off notification process.

b. Per the "City of Pekin Shut-off / Release Procedure" which is attached and incorporated herein by reference, upon receipt of the written request and certification as set out above, the Company shall, within twenty (20) days, send an employee of the Company to the premises as identified by the City and terminate the water service to such premises after having first advised any responsible person present at such premises of the termination of water service at the request of the City due to non-payment of User's Sewer Treatment Charges. The Shut-off / Release Procedure shall also govern the return of water service once the City has notified the Company that all arrearages have been paid.

c. Notwithstanding anything to the contrary herein stated the Company reserves the exclusive right, at its sole discretion, to process the City's requests for termination of water service on such schedules and at such times as is convenient to the Company and are consistent with the Company's normal business practice and procedure.

d. The Company's actions required under this Agreement shall be excused if, due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather and emergencies requiring utilization of manpower or resources elsewhere. Termination will not be completed if the Illinois Commerce Commission, a local board of health, municipality, fire district, court of competent jurisdiction or other governmental entity having jurisdiction issues an instruction to the Company so stating. At such time, the Company will relay such conflicting instructions to the City and the Company will not knowingly take further

actions toward termination until the appropriate governmental entity or the City notifies the Company in writing that the conflict with the termination(s) has been resolved and provides written evidence thereof. Thereafter, the City shall indemnify, defend, and hold the Company harmless for actions taken by the Company based on the City's notification.

e. In no event shall the Company be required to disconnect a fire line service without authorization from the governmental authority responsible for fire protection to the affected property, even in cases of combined fire and domestic service lines.

3. <u>Shut-off Services Fee.</u>

a. The City shall pay to the Company, within thirty (30) days of receipt of an invoice from the Company, the sum of Sixty-Five Dollars ($65.00) to cover the Company's cost of terminating and restoring water supply to each premise that requires a one person shut-off crew. For premises in which a two person crew is required to perform the terminating & restoring of water supply, the sum of One-Hundred Dollars ($100.00) will be charged for each premise. In all cases the Company shall charge a Ten Dollar ($10.00) fee for administrative costs related to shut off notifications. Such invoice shall be sent and payable following termination of service, even if restoration is not requested. In the event that more than one hour is required for either the termination or restoration of water service to any designated premises, the City shall pay the actual cost thereof to the Company based on time, material, transportation and other fixed charges. If more than one hour is required to terminate or restore water service, the City shall be notified of the charges within one (1) business day of the additional charges. The fees fixed hereunder may be amended from time to time as agreed by the Parties.

b. The City, in addition to the sums as set out in paragraph a. above, shall pay to the Water Company the estimated loss of water revenues resulting from each such termination made hereunder. The estimated loss of water revenue for each termination of residential water service shall be as follows:

From Date of Shut-off up to 4 days = $5.00

From Date of Shut-off to 5 - 35 days = $40.00

From Date of Shut-off to 36 - 65 days = $80.00

From Date of Shut-off to 66 days through 90 days = $120.00

The City shall pay monthly for the lost water revenue for the period beginning with the termination through the restoration of water services. For residential property, if the water service is required to be off for longer than ninety (90) days, the account shall be considered abandoned at the end of said ninety (90) days and the lost revenue charge to the City shall cease.

4. <u>Covenants of the City</u>. The City hereby covenants and agrees:

a. The City hereby agrees not to enact or pass any ordinance or law inconsistent with the terms of this Agreement.

b. The Company shall not be liable for any loss, damage, or other claim asserted by the City's users, the owner and/or tenant of the premises, the water customer, the City or any other person, corporation or entity based upon or arising out of the termination of water service at the request of the City. As provided by statute, the City agrees to indemnify, defend and hold harmless the Company, and its employees and agents, harmless from and against any and all claims (including attorney's fees), complaints or causes of action (whether judicial, administrative, or otherwise) arising out of actions taken by the Company pursuant to a request of the City in accordance with Section 2.

c. Notwithstanding anything to the contrary, should a new customer who was not a User at the time the arrearage owed to the City was incurred at a terminated premises apply for water service to that premises, the Company may provide such service and the City will not look to such new water customer for payment of the prior sewer arrearage.

d. The City shall handle all User communications regarding service terminations implemented pursuant to this Agreement. Communications from Users to the Company shall be referred and directed to the City at a phone number provided by the City.

5. Termination. Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party. The Company may terminate at any time if, in its sole opinion, it cannot continue to provide said shut-off services due to governmental, regulatory or staffing concerns or if the Company ceases to provide water service to the Users.

6. Notices. Any notice, demand or communication required herein or permitted hereunder shall be deemed to have been sufficiently given or served for all purposes if (a) delivered personally to the party or to an authorized representative of the party to whom the same is directed, (b) if sent by a nationally recognized overnight delivery service, charges prepaid, or (c) if sent by certified mail (return receipt requested), postage and charges prepaid, in each case addressed as follows:

If to the City:

City of Pekin
Attn: Mayor Laurie Barra
111 South Capitol Street
Pekin, IL 61554

City of Pekin
Attn: Joe Wuellner, City Manager
111 South Capitol Street
Pekin, IL 61554

If to the Company:

Illinois American Water Company
Attn: Roger Goodson

328 Broadway Street
Pekin, IL 61554

With a copy to: General Counsel
Illinois-American Water Company
300 North Water Works Drive
Belleville, IL 62223

or to such other address with respect to a party as such party shall notify the other in writing as above provided. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given on the day personally delivered, one (1) day after the date on which the same was deposited with a nationally recognized overnight delivery service, or three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, in each case addressed and sent as aforesaid.

7. **Applicable Law.** This Agreement shall be construed and its performance shall be determined in accordance with the laws of the State of Illinois.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but shall not be assignable by any third party hereto without the prior written consent of the other Party. Any attempted assignment shall be void. Notwithstanding the foregoing, the Company may assign its rights and obligations hereunder, without the consent of the City, to an affiliate of the Company provided that, in the case of such an assignment, the Company shall remain fully and primarily liable to the City for the Company's obligations hereunder.

9. **Severability.** The invalidity of any provision or part of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision or part hereof is held illegal, unenforceable or invalid, both Parties agree that the remaining provisions shall be and remain valid and enforceable to the fullest extent permitted by law.

10. **Complete Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the Shut-off Services and supersedes all prior agreements and understandings between the Parties with respect to the subject matter thereof.

11. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties that is reduced to writing and signed by all Parties.

12. **Captions.** The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof or herein contained.

13. **Waiver and Other Action.** The failure of any Party to exercise any right, power or option given it hereunder, or to insist upon strict compliance with the provisions hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or

subsequent breach thereof, nor a waiver by such Party of its rights at any time to require exact and strict compliance with all the terms hereof. The rights and remedies under this Agreement are cumulative to any other rights or remedies which may be warranted by law.

14. Warranties as to Authority; No Conflict. The individuals executing this Agreement hereby warrant that they have the proper authority to enter into this Agreement on behalf of the Party for whom they are signing and that any and all necessary corporate actions or resolutions, if any, necessary to that Party's entry into this Agreement have been duly adopted. Neither the execution of this Agreement, nor the consummation or performance of any of the transactions contemplated hereby will, directly or indirectly (a) contravene, conflict with, or result in a violation of any resolution, ordinance or other law adopted by the City, or (b) give any person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under any such resolution, ordinance or law. The Parties agree that the Company is acting as an independent contractor and is not an employee or affiliate of the City.

15. Counterpart Execution. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument, and this Agreement shall not be binding on the signatories hereto until all such parties have executed this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the day and year first above written.

The Company	**The City**
ILLINOIS-AMERICAN WATER COMPANY, INC.	CITY OF PEKIN, ILLINOIS
By: _____	By: _____
Chris Johnson, Sr. Manager Field Services	Laurie Barra Mayor

City of Pekin, IL Shut-off/Release Procedure

1. The City of Pekin, IL (the "City") shall send a notification letter to any customer that is eligible for shut-off due to the non-payment of the City's sewer treatment charges.

- When the City's customer of record is different from Illinois American Water Company's (ILAWC) customer of record (i.e. owners and tenants of a multi-family dwelling), the City shall also provide appropriate notification to ILAWC's customer of record.

2. Each Wednesday by 4:00 pm, the City must provide a list of delinquent accounts to ILAWC's local office. ILAWC local office will send water disconnection notices to each account. THE WEEKLY MAXIMUM NUMBER OF ACCOUNTS ILAWC WILL DISCONNECT IS 10.

3. Each Thursday, the ILAWC local field office will enter the necessary information into it's computerized billing system to generate the disconnection notice. ILAWC will mail the water disconnection notice to delinquent customers on Friday.

- Any customer who receives a disconnect notice from ILAWC shall be afforded a ten (10) day grace period to submit payment before the actual disconnection. It is the City's sole responsibility to keep track of the 10-day grace period and when a residence is eligible for disconnection.

4. Each Tuesday, after 10-day grace period, the City may submit a list of unpaid premise numbers to ILAWC's Special Accounts for generating the shut-off orders. Each account submitted by the City must have received a disconnection notice from ILAWC.

5. Special Accounts will enter the shut-off orders to be worked by the ILAWC'S local field operators on Wednesday.

6. Each Thursday, based on the actual shut-offs performed by the local field operators, Special Accounts will review the list and note those accounts that were actually shut-off. If an account was unable to be shut-off, that information will also be noted. Special Accounts will then fax the list back to both the City and the ILAWC field office.

7. The ILAWC field office will create a miscellaneous invoice to the City for the accounts processed based upon the list of actual shut-offs provided by Special Accounts.

To initiate release for turn-on after a customer has paid the outstanding charges:

- The City should direct the customer to call ILAWC at 800-422-2782 to arrange for water turn-on service.
    - Note: *Customer turn-on is scheduled under the standard provisions for all ILAWC customers. Order will be scheduled for the same day if placed prior to*

3:00 pm. If placed after 3:00 pm the order will be scheduled for the next business day. An adult must be present for turn on

- The City will notify Special Accounts at **866-772-2228** to advise ILAWC that the customer has paid the outstanding charges.
- Special Accounts will immediately update the service order noting that the account has been released for turn-on by the City.

CONTACT INFORMATION

CITY OF PEKIN, IL

Finance Department

111 South Capitol Street, Pekin IL 61554

FAX: (309) 346-2095

PHONE: (309) 477-2300

ILAW LOCAL FIELD OFFICE – PEKIN DISTRICT

Roger Goodson, Operations Superintendent

328 Broadway Street, Pekin IL 61554

FAX: (309) 346-4812

PHONE: (309) 346-0178

SPECIAL ACCOUNTS

PHONE: (309) 477-2300

FAX: (309) 346-2095

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Manager Joseph Wuellner

From: Darin W. Girdler, Assistant City Manager

Re: IMRF Early Retirement Incentive

AGENDA ITEM: Council approval to proceed with financing of up to $750,000 for the prepayment of the IMRF Early Retirement Incentive that was offered to eligible employees a few years ago.

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: Approval to proceed with arranging for financing for the prepayment of the IMRF ERI and examining the most favorable terms and borrowing options.

DESCRIPTION: As previously discussed, our obligation related to the IMRF ERI payments are currently scheduled over a ten (10) year period. At one time we looked at accelerating this to a five (5) year period. After Staff's examination of this obligation, along with IMRF, and due to the current favorable interest rates, we will be able to prepay this obligation without penalty.

FINANCIAL IMPACT: Borrowing of approximately $750,000. If we maintained a ten (10) year repayment plan with IMRF ERI at 7.5% we would pay approximately $440,000 in interest. If we borrowed the $750,000 on a five (5) year term at 2% we would pay approximately $46,000 in interest and we believe that we may be able to get an interest rate lower than 2% if we go with a five (5) year term.

IMPACT IF APPROVED: Realize a savings in the amount of interest we are paying.

IMPACT IF DENIED: Continue to pay IMRF 7.5% interest until our obligation is fulfilled.

ALTERNATIVES: Utilize cash instead of borrowing but given our favorable financial

condition and the interest levels at which we can borrow at, this is not recommended.	
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:	
Corporation Counsel: Date:	
Finance: Date:	
City Manager: Date:	

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Manager Joseph Wuellner

From: Darin W. Girdler, Assistant City Manager

Re: Capital Equipment

AGENDA ITEM: Council approval to proceed with financing of up to $2,300,000 for a term not to exceed ten (10) years for various capital equipment items so that we are current with our needed replacements.

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: Approval to proceed with arranging for financing for the purchase of the items on the attached list and determining the most appropriate debt structure.

DESCRIPTION: As previously discussed, and as attached, we are behind on some larger purchases that have been delayed. With the very low cost of money right now, we are able to bring ourselves closer to our necessary equipment levels to maintain community expectations for core services – primarily Public Safety and Public Works related.

FINANCIAL IMPACT: Borrowing of approximately $2,300,000 for a term of no more than ten (10) years. The debt service to repay this obligation would be in proportion to the cost of the items and would be covered in each of the responsible departments over the term of the borrowing.

IMPACT IF APPROVED: Realize an opportunity to get some of our equipment and some of our fleet back to a solid operating level.

IMPACT IF DENIED: The City's equipment and fleet will continue to deteriorate and we may miss out on the chance to borrow at these historically low interest rates which would be financially irresponsible. Costs of the equipment will continue to increase thereby exacerbating the negative impact.

ALTERNATIVES: Utilize cash instead of borrowing but given our favorable financial condition and the interest levels at which we can borrow at, this is not recommended.	
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:	
Corporation Counsel: Date:	
Finance: Date:	
City Manager: Date:	

Items and projects proposed to be acquired with borrowed funds in FY 2013:

PD Recording System – $60,000 – A new recording system for the interrogation rooms at the Police Department. We wanted to wait until FY 2014 but we do not believe the equipment will last and the vendor for the equipment is no longer in business.

GPS Equipment – $30,000 – This is new equipment that will take the place of the GPS mapping equipment and other survey equipment. This equipment will provide GPS coordinates in all three dimensions (longitude, latitude and vertical) within an accuracy of a centimeter. This will allow more accurate locations of sewers, signs, and other city assets for our GIS Database. Most of this information is needed to meet current regulations.

Hot Paint Machine – $25,000 – This will replace our existing paint machine with a hot paint machine. Instead of painting the crosswalks every year we will only have to do so every three years. The hot paint machine will last longer due to decreases in time and materials. We will also save on labor costs.

Dump Truck with Snow Equipment – $140,000 – This will replace one of our deteriorated 1998, 5-speed trucks which has lasted beyond its service life.

Service Truck – $65,000 - This new heavy duty vehicle will have an on-board generator and a hoist to lift heavy items. There will also be areas to store barricades and signage for work sites. Current equipment is an old bread truck circa 1988.

Tar Kettle – $30,000 - This will be a new piece of equipment (trailer). It is used to seal the cracks in the roads. This will extend the life of the roads and defer major maintenance or reconstruction. Cost savings will also be realized in not having to seal coat as often.

Fire Truck (75' Ladder) – $885,000 – The Ladder Truck that needs replaced is a 1988, 75 foot ladder truck. It is now 24 years old, and is part of a continuous regular replacement program. This truck has been deferred for the past 3 years. Our regular replacement program is conducted on a 20 year replacement program for Fire Apparatus. Replacing this vehicle will allow us to take our 100 foot aerial platform and place it in reserve. This will allow us to get the longest lifespan possible out of this 100 foot aerial platform, our most expensive piece of equipment to own and operate. This will allow us to save money in day to day operation costs, overall repair costs, and points towards ISO. The current vehicle also cannot be refurbished due to its age per the NFPA recommendation (Pre-1991 past age limitation).

One-half Parking Lot – $150,000 – Install blacktop for parking all buses and employee vehicles. This lot is now dirt and gravel.

Major Building Repairs – $250,000 – Replace roof at Street Department, replaced in 1987. Install 2" waterline at Street Department for equipment and trucks. Paint building at Street Department, last painted in 1990.

Demolitions – $200,000 – Demolition of several smaller structures within the City.

Refuse Truck – $160,000 – This will replace one of the oldest trucks which will reduce break downs. This is part of our regular replacement program.

Recycle Truck – $160,000 – This will replace oldest truck. The new vehicle will be a side loader which will improve efficiency and help us make fewer trips to the dump site.

Street Sweeper – $150,000 – This replaces our older sweeper with a more efficient and productive model. We will be able to sweep more in that short period of time between when the leaves are on the ground and when the snow falls.

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Manager Joseph Wuellner

From: Darin W. Girdler, Assistant City Manager

Re: Griffin Drive Extension

AGENDA ITEM: Council approval to proceed with financing of up to $1,100,000 for a term not to exceed twenty (20) years for the completion of Griffin Drive.

AGENDA DATE REQUESTED: May 29, 2012

ACTION REQUESTED: Approval to proceed with arranging for financing for the construction of Griffin Drive from where it ends at the Dome to Veterans Drive and determining the most appropriate debt structure.

DESCRIPTION: The extension of Griffin Drive from where it currently ends at the Dome to Veterans Drive is a very important for the growth and development of Pekin. Unlike many other projects, the debt service on this project has an identified revenue source – Hotel/Motel Tax that would hopefully generate even more revenue should the need for another hotel arise in the future.

FINANCIAL IMPACT: Borrowing of approximately $1,100,000 for a term of no more than twenty (20) years. The debt service on this project would be paid through the Tourism Fund over the life of the bond issue.

IMPACT IF APPROVED: Provide the opportunity for additional development in that area.

IMPACT IF DENIED: The City would likely not realize any economic impact or development prospects.

ALTERNATIVES: Do not approve.

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:	
Corporation Counsel: Date:	
Finance: Date:	
City Manager: Date:	