City of Pekin

REGULAR COUNCIL MEETING MONDAY, APRIL 23, 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 April 9, 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 Minutes: Police Department March Report.		5
7.2 Receive and File Proclamations: National Youth Week May 7-12, 2012 Stand Against Racism April 27, 2012		4
7.3 Receive and File Pekin Zoning Board of Appeals Minutes April 11, 2012		5
7.4 Resolution No. 37-11/12 – Appointment of Roger Goodson to the Human Rights Committee to fill the unexpired term of Kristie Peterson until May 2014.		4
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		
8.0 EXECUTIVE SESSION **65 ILCS 120/2 (c) (2)** Collective Bargaining		

9.0 NEW BUSINESS		
9.1 Teamsters Agreement Local No.627 **DESCRIPTION:** Terms and Condition of Articles of Agreement as discussed in previous executive session. **ACTION:** Motion to approve.	JW	
9.2 Ordinance No. 2657–11/12 – An Ordinance Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters. **DESCRIPTION:** The ordinance authorizes the transfer of the City of Pekin's Volume Cap in connection with the issue of revenue bonds. The ordinance authorizing an agreement to issue Mortgage Credit Certificates to provide the Assist Program from this bond issue was adopted March 12, 2012. **ACTION:** Motion to adopt the Ordinance.	PA	4
9.3 Engineering Agreement with Midwest Engineering Associates, Inc for the Storm Water Drainage Study and Proposed Improvements **DESCRIPTION:** The scope of services will be for the Broadmoor Heights and Park Ridge subdivision drainage area to determine the cause of several erosion and flooding issues. Also provides structure for services and cost estimate for an additional study for Cambridge/Shire storm water drainage system. **ACTION:** Motion to approve the agreement in an amount $15,750.00.	MG	3
9.4 Bond Discussion	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)** (6) Sale of Municipal 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
PA Economic Development Director Pamela Anderson

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, APRIL 9, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING

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

ABSENT: NONE

****

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

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

AGENDA

Motion by Council Member Abel, seconded by Council Member Massaglia that **the agenda be amended by removing New Business Items 9.1 and 9.4 (**clerk note - Ordinance No. 2657-11/12 Vacating Alleys, corresponding public hearing, and 2658-OA-11/12 Storage Buildings in RWBP Code Amendment) **and approve as presented**. On roll call vote all present voted Aye.

MINUTES

Motion by Council Member Abel, seconded by Council Member Hendricks, that the **minutes of the Regular City Council Meeting of March 26, 2012, be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT None.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports and Minutes: Liquor Commission Minutes February 15, 2012 and March 22, 2012.		5

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Public Hearing – Mayor Barra opened the Public Hearing at 5:34 p.m. City Clerk Sue McMillan confirmed the announcement of 2 informational meeting dates were published in the Pekin Daily Times on March 31, and April 7, 2012. Assistant City Manager Darin Girdler informed the public of the Plan and Governance of Municipal Electricity Aggregation as outlined in the Illinois Power Agency Act. He explained the following two business items were to implement the procedures, and his role in negotiating a lesser rate through commodity supply bidding. Questions were answered on “opt out” provisions of the program and letters received from, Ameren as an alternate energy supplier and billing concerns. Opportunity was given for anyone to ask questions or comment. The Hearing was closed at 5:45 p.m.

NEW BUSINESS

<u>**RESOLUTION NO. 34-11/12**</u>
APPROVING THE CITY OF PEKIN ELECTRICITY AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE

Motion by Council Member Schmidgall, seconded by Council Member Abel that Resolution No. 34-11/12 be adopted. On roll call vote all present voted Aye.

RESOLUTION NO. 35-11/12

AUTHORIZING EXECUTION OF A SERVICE AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER FOR THE SUPPLY IF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO DO NOT OPT OUT OF SUCH A PROGRAM

Motion by Council Member Schmidgall, seconded by Council Member McCabe that Resolution No. 35-11/12 be adopted. On roll call vote, all present voted Aye.

Motion by Council Member Hendricks, seconded by Council Member Blanchard that the City of Pekin **will support a corridor route for the Eastern By- Pass that is most advantageous to the cities affected.** Mayor Barra indicated that after review of the potential locations and the unsure advantage of its use by Pekin residents in the distant construction phase, she suggested lending support for the choice made by closest surrounding cities. Council Member Schmidgall expressed concern that the motion varied from the agenda motion. Discussion followed. Motion by Council Member McCabe, seconded by Council Member Massaglia that the motion for the recommendation be tabled. On roll call vote, Nays, Blanchard, Abel, Schmidgall, Hendricks, Massaglia, Barra; Aye, McCabe. Motion failed. Council Member Hendricks re-read the original motion. Further discussion was heard.

Council Member Massaglia called the question and roll call was taken on the original motion to recommend support of a corridor route most advantageous to the affected cities. On roll call vote, Ayes, Blanchard, Abel, Hendricks, Massaglia, Barra; Nays, Schmidgall and McCabe. Motion carried.

Motion by Council Member Hendricks, seconded by Council Member Blanchard that the **INTERGOVERNMENTAL AGREEMENT WITH PEKIN PARK DISTRICT AND THE PEKIN FIRE DEPARTMENT** be approved. Fire Chief Kurt Nelson recommended the terms of the agreement for shared use of the old “bath house” structure as a training facility for the department. The central location to conduct classes had adequate parking of the vehicles. It was estimated inside improvements expense would be $5,000.00 for the Fire 2% Fund. Discussion followed on the existence and use of the Fire 2% Insurance Fund from the State of Illinois exclusive for use by fire departments. On roll call vote, all present voted Aye.

Motion by Council Member Hendricks, seconded by Council Member Blanchard that the **AGREEMENT FOR STORM SEWER AND ACCESS EASEMENTS BETWEEN THE CITY OF PEKIN AND JAMES W. FARRELL,** be approved. City Manager Joseph Wuellner advised the easement gave access to property owner James Farrell for the purpose of maintaining a stormwater line. The easement would allow the City to finish a drainage project to correct eroding property from St. Clair Drive. On roll call vote, all present voted Aye.

RESOLUTION NO 36-11/12

APPROPRIATING MOTOR FUEL TAX FUNDS FOR PETRI LANE CONSTRUCTION

Motion by Council Member Massaglia, seconded by Council Member Blanchard, that Resolution No. 36-11/12 be adopted. City Engineer Mike Guerra explained the resolution approved the expenditure of MFT money for the City 30% share of the project in the amount of $375,000.00. The City received funds for 70% of the costs not to exceed $962,000.00. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Massaglia, that the **ILLINOIS DEPARTMENT OF TRANSPORTATION ANNUAL STATE ROUTES MAINTENANCE AGREEMENT,** be approved. The agreement is an annual 12 month increment of a contract with IDOT for the reimbursement for the maintenance provided by the Street department on State Highways. The computation for the period of July 1, 2012 to June 30, 2013 is $86,204.54, an increase of $2,521.52 over last year. On roll call vote, all present voted Aye.

Motion by Council Member Massaglia, seconded by Council Member McCabe, that the **ILLINOIS DEPARTMENT OF TRANSPORTATION PARTICIPATION AGREEMENT FOR VETERANS DRIVE FROM BROADWAY TO SHERIDAN ROAD,** be approved. The agreement is for the local 20% share of the $4 million received in 2006 for the construction of Veterans Drive. The City share of capitol funds is $939,400.00. On roll call vote, Ayes, Abel, Schmidgall, McCabe, Hendricks, Massaglia, Barra; Nay Blanchard. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Council Member Schmidgall stated he had not seen a business plan since the Council received the proposal to purchase the West Campus. Without unknown resources he was not in favor of obligating the City.

Council Member Blanchard encouraged the public to be aware of children playing out in the nice weather.

Council Member Massaglia stated he agreed with Council Members Schmidgall's comments regarding West Campus proposal. He also indicated the Police Department t-shirt he was wearing was a promise to the winning team of the fundraiser of the Police/Fire basketball game Police Chief Greg Nelson announced the event raised over $1,300 for Special Olympics.

City Engineer Mike Guerra also encouraged the general public to be aware workers during the nice weather in the areas where construction and road work are taking place.

Dale Kuntz, 5 Fox Point, listed ways for the City to "Get the Job Done" in his repeated request for the cleanup of Court Street.

Council heard from Valarie Umholtz representing the group to save West Campus. She proposed the following for the City steps necessary:

- Establishing the Civic Center Authority Board for accountability and bonding as the tax exempt entity that the owner was willing to sell the structure to.
- Enter into an agreement with the owner for a moratorium on the demolition.
- Provide a 0% interest loan to purchase and stabilize the property.
- Commit to:
  - Police protection
  - Support of PCCA
  - Insure building and zoning codes are flexible
  - Extension of TIF and Enterprise Zones and allocation of those funds, CDBG funding, and Tourism
  - Loan funds for maintenance if fundraising falls short

The Council spoke in non-support of the original limited request to only extend the TIF District to a request for funding up to approximately $343,600 in City funds for stabilizing and maintaining the property.

Council indicated that West Campus should not be made the City's problem, the taxpayers should not be responsible and it was suggested to approach the school board for funding.

EXECUTIVE SESSION
Motion by Council Member McCabe, seconded by Council Member Abel, that the Council move to Executive Session at 6:50 p.m. to discuss 5 ILCS 120/2 (c) (2) Collective Bargaining. On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT7:7:25 P.M.

Sue E. McMillan
City Clerk

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR MARCH 2012

	MARCH 2011	FEBRUARY 2012	MARCH 2012
TRAFFIC TICKETS	313	289	350
WARNING TICKETS	247	183	199
OFFENSES	391	439	447
ARRESTS	215	157	180
PARKING TICKETS	281	175	169
STOPS	762	1282	1345

CITY ORDINANCE TICKETS FOR MARCH 2012

NUMBER OF TICKETS WRITTEN 81
NUMBER OF TICKETS PAID OVER THE COUNTER 28
FINES COLLECTED OVER THE COUNTER $6,000

WHEREAS, *the Benevolent and Protective Order of Elks has designated the week of May as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and*

WHEREAS, *Pekin Lodge #1271 will sponsor an observance during that week in tribute to the junior citizens of this community; and*

WHEREAS, *no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and*

WHEREAS, *our Youth need the guidance, inspiration and encouragement which we alone can give in order to develop those qualities of character essential for future leadership; and go forth to serve America; and*

WHEREAS, *to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship;*

NOW, THEREFORE, BE IT RESOLVED, *that I, LAURIE L. BARRA, Mayor of the City of Pekin, do hereby proclaim the week of May 7th thru May 12th, 2012 to be*

"NATIONAL YOUTH WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance

ADOPTED, *this 23rd day of April, in the Year of Our Lord, Two Thousand and Twelve.*

____

LAURIE L. BARRA
Mayor

ATTEST:

____

SUE E. McMILLAN
City Clerk

WHEREAS, April 27, 2012 marks the occasion of the "Stand Against Racism," an event sponsored by the YWCA of Pekin, an organization devoted to eliminating injustices and empowering women throughout our community; and,

WHEREAS, the City of Pekin is pleased to honor and salute the YWCA of Pekin and its praiseworthy mission to eliminate racial inequalities in employment, education, health care, housing, human services, and other areas that affect the quality of an individual's life; and

WHEREAS, individual organizations and businesses will participate in the YWCA's "Stand Against Racism" and many participants will share in activities designed to raise awareness of this ongoing issue; and,

WHEREAS, the leaders of the YWCA of Pekin, have compiled a record of service to the citizens of this community, through its Adult Literacy, Aquatics, Child Care, Coalition for Equality, and Fitness programs,

WHEREAS, The strength and success of the City of Pekin, the vitality of our communities, and the effectiveness of our American society depend, in great measure, upon organizations, such as the YWCA of Pekin; now, therefore,

NOW, THEREFORE, BE IT RESOLVED that I, Laurie L. Barra, Mayor of the City of Pekin, Illinois, do hereby join in honoring the YWCA for its record of service to the community, and extends best wishes for a successful and informative "Stand Against Racism" event on April 27, 2012;

in the City of Pekin, Tazewell County, Illinois and ask the citizens of our community to join me in supporting this effort by the YWCA of Pekin, a member of the YWCA of the U.S.A., dedicated to their communities and representing more than one million women, girls, and their families."

ADOPTED, this 23rd day of April, in the Year of Our Lord, Two Thousand and Twelve.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Pekin Zoning Board of Appeals
April 11, 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 Mary Lanane 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 March '2012 Meeting Minutes.

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

Correspondence: (10) Ten Letters were sent out. No Correspondence was received. (13) Thirteen Letters were sent out. No Correspondence except (1) One Letter returned.

Hearing #1: Kelley M & Martin E Steger, Owners a variance of 12' to allow for a Deck to be closer than the currently allowed for a front yard setback as stated in the Zoning Code for R-4 (Single Family Residential) at 1015 N 14^{th} Street.

Open Public Hearing: 5:12PM

Kelley M & Martin E Steger were present and stated their case along with presenting a list of signatures from neighbors and pictures. The purpose of the deck and its location was due to limited yard space and continuous water leakage.

Close Public Hearing: 5:17PM

MOTION by Mary Lanane seconded by John Kennedy to **Approve** the variance of 12’ to allow the deck to be closer than the required setback. On roll call vote, all present voted **AYE.**

Hearing #2: Katrina & Nick Joesting, Owners a variance of 12.5’ to allow for a Fence to be closer than the currently allowed for a front yard setback as stated in the Zoning Code for R-4 (Single Family Residential) at 304 Orr Avenue.

Open Public Hearing: 5:18PM

Katrina & Nick Joesting were present and stated their case. The purpose of the fence is for the safety of their children and animals.

Close Public Hearing: 5:23PM

MOTION by John Kennedy seconded by Erik Reader to **Approve** the variance of 12.5’ to allow the Fence to be closer than the required setback. On roll call vote, all present voted **AYE.**

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

Meeting Adjourned at 5:27PM

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Pekin Zoning Board of Appeals
April 11, 2012
5:00 PM
111 S. Capitol Street
City Council Chambers 2nd Floor

Pledge of Allegiance

I. Roll Call
II. Agenda Approval
III. Minutes Approval for March '2012 meeting
IV. ZBA Correspondence
V. Applications & Hearings
VI. Public Input
VIII. Adjourn

Hearing #1:

To allow Kelly M & Martin E Steger, owner, a variance of 12' to allow for a Deck to be closer than currently allowed for a front yard setback as stated in the Zoning Code for R-4 (Single Family Residential) at 1015 N 14th Street.

Refer to Pekin Zoning Ordinance; Section 9-12-1-2 Board of Appeals, B. Jurisdiction 3. Variance. (9-12-1-2-B-3) and Section 9-9-1 Schedule of Regs, R-4 use District.

Hearing #2:

To allow Katrina & Nick Joesting, owner, a variance of 12.5' to allow for a Privacy Fence to be closer than currently allowed for a front yard setback as stated in the Zoning Code for R-4 (Single Family Residential) at 304 Orr Avenue.

Refer to Pekin Zoning Ordinance; Section 9-12-1-2 Board of Appeals, B. Jurisdiction 3. Variance. (9-12-1-2-B-3) and Section 9-9-1 Schedule of Regs, R-4 use District.

Public Input:

Adjourn

Juanita VanBuskirk, Secretary
Pekin Zoning Board of Appeals

Dear Members of the Zoning Board of Appeals,

I am asking for a front yard setback variance for my property located at 1015 N. 14th St, Pekin, IL 61554. The purpose of the variance would be to allow for a front deck that would be less than 30" above ground grade and on average it is 24-27" above the grade , and allow access to my raised front entry into my home. We are asking for a variance of 12 ft. We are requesting the variance due to the following circumstances:

1. Our Existing stairs and stoop were in severe disrepair and had to be replaced due to severe water leakage behind stoop. The stoop must be replaced to provide access to a raised entry into our home. A deck was to be constructed over an area that has been a continual source of water leakage into our basement. The porch was to remedy the further water damage to our foundation and basement.
2. We desired to build the deck to the supplied specifications due to an inability to place an accessible deck on any other part of our property. Our back yard is only 15' deep and has no raised entry to allow for a deck to be built or accessed.
3. The property caddy corner to ours at 1100 N 14th St has a deck, pergola and fencing that extends far beyond that of others on the street. The house two doors to our south at 1011 N 14th is much different than all the other houses on the street and actually towers above our homes and extends much further back than any other home on our street changing the inherent character of our neighborhood much more than our deck would. Our deck, although it will extend past the line of others on the street, will not inherently change the landscape, appearance, or general character of the neighborhood, while allowing us to have a deck that will raise our property value and give us a place to gather with our family to enjoy. The deck is built to code on every other level other than its extension beyond the setback line.
4. All the neighbors 3 houses to the south on either side of 14th St and all the neighbors 5 houses to the north on either side of 14th have provided signatures stating that they approve of the design and dimension and placement of the deck and feel it would inherently improve the appearance of the property and thus the neighborhood, thus

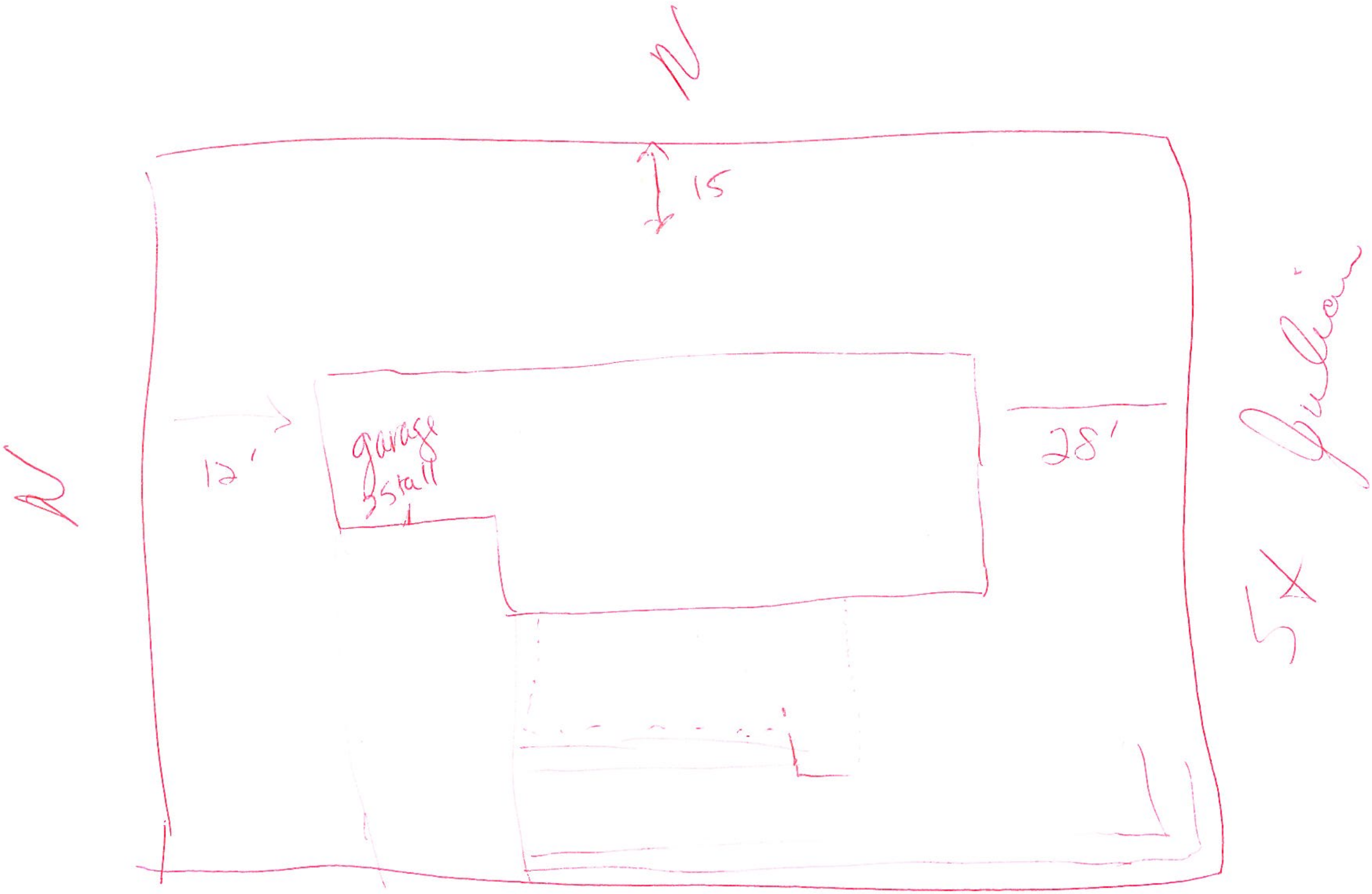
adding value to everyone's property. These neighbors believe the deck should be built according to the provided plans and dimensions.

5. The porch will cause no issues with lines of vision or hindrance to easements, traffic, safety, or appearance.

We thank you for your serious consideration of this matter and trust that you will understand that we are in need of the setback variance for entry into our home and relief from a continual source of water damage to our foundation and basement. We believe that the situation can be resolved in no other way that could be afforded by us or any future homeowner and that because we have designed the deck with the best interest of the neighborhood in mind, you will understand that we truly have no other alternative but to continue with and finish this project. We also believe that since our neighbors have no objections to the size or appearance of the deck that there should be no reason to deny us the right to have a deck of usable size on our property.

Sincerely,

Martin and Kelley Steger (owners)



1015 N 14th

To whom this may concern:

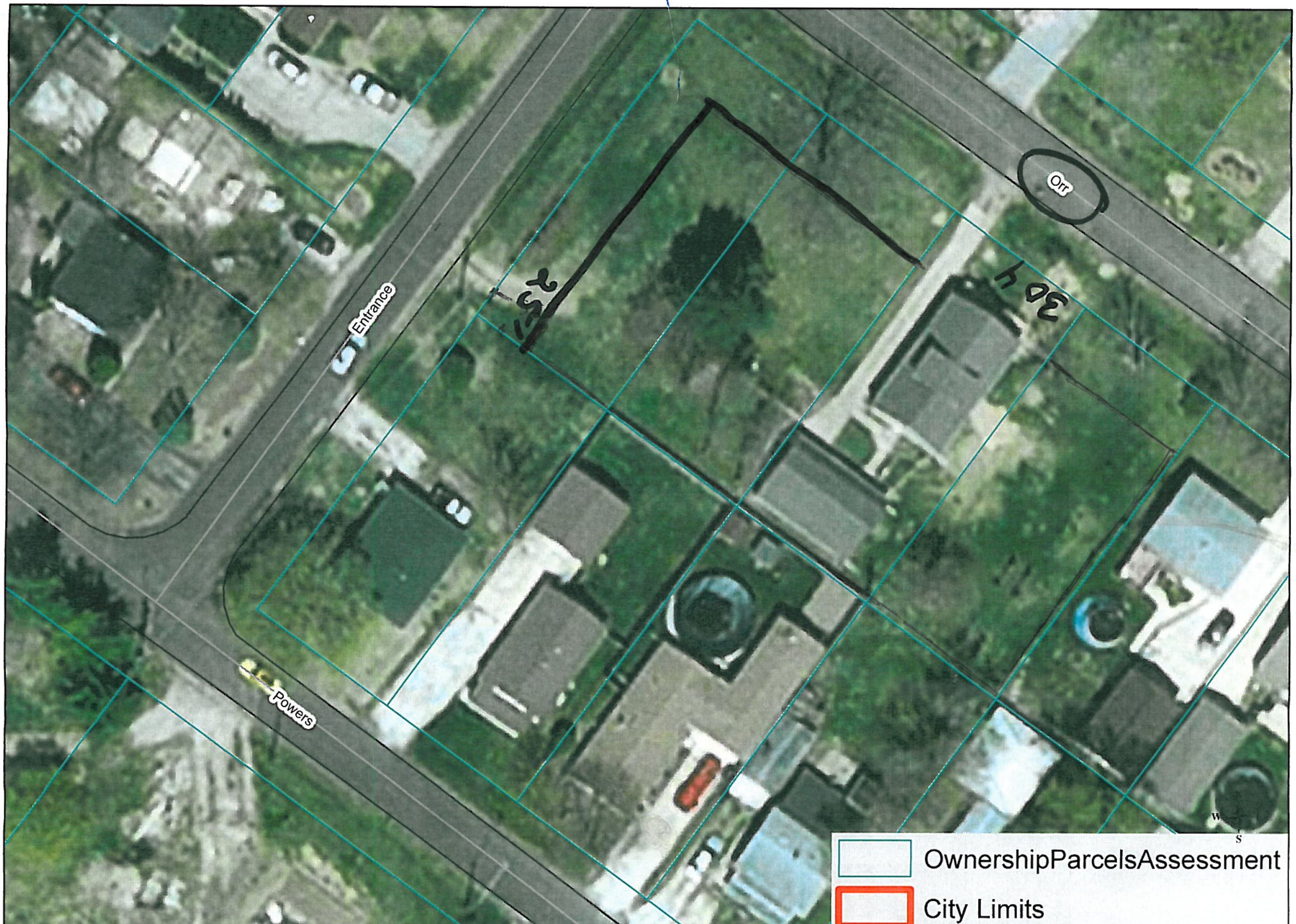
My husband and I are in the process
of buying a home for our family
on 304 Orr Ave Pekin Il.
In putting in the offer for the house
we were unaware of any zoning
regulations on a corner lot.
It is very important that for the
safety of our two small children
an three dogs, that living on a
busy corner lot we are able to
privately fence in our yard.
We are willing to work with
the city, but the purchase of this
home and the selling of our
current home presently will depend
upon a privacy fence being
installed.

Thanks,

Katrina Joesting
Nick Joesting

ZBA "

Annexed Properties



Drawn By Dan Newcomb
GIS / Field Technician
2/29/2012

37 - 11/12

April 26, 2012

the Mayor's appointment of Roger Goodson to the Human Rights Committee to fill the unexpired term of Kristie Peterson until May, 2014 is here by approved.

3309 W. Capitol Drive
Peoria, Illinois 61614
(309) 208-8386

Roger.goodson@amwater.com

Application for Appointment to a City Commission, Board, or Committee

The City of Pekin welcomes your interest in an appointment to a commission, board, or committee. These organizations are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness.

Your Name:

ROGER GOODSON

Your Address:

3309 W. CAPITOL DRIVE, PEORIA IL 61614

Your Telephone Number:

CELL (309) 208-8386

Your E-Mail Address:

ROGER.GOODSON@amwateR.com

You are interested in serving on which commission, board, or committee?

City of Pekin, Human Rights Committee

Why are you interested in serving?

To better educate the City of Pekin residents on DIVERSITY in the community.

What qualifications do you have to serve? A resume in not required, but if you have one please attach it to this application.

See attached!

What happens next?

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission, board, or committee. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.

Roger Goodson
Operations Superintendent
Illinois American Water – Peoria and Pekin Districts

I have recently been promoted to the Operations Superintendent for both the Peoria and Pekin Districts of Illinois American Water as of March, 2012. I started with Illinois American Water in July, 2011 as the Operations Superintendent for the Pekin District. Prior to coming to Illinois American Water, I worked at the City of Aurora, IL. I started at Aurora in 1992 as a Maintenance worker, physically doing repairs to the water and sewer systems. I continued to work my way up through the ranks with the following promotions: February of 2001 - Manager of Water Administration, May of 2002 - Assistant Superintendent of Water Production and in May of 2004, I was promoted to the Superintendent of Water Production where I was responsible for the everyday operations of a 24 hour / 7 day-a-week, 42 Million Gallon per day, lime-softening treatment plant that combined surface water from the Fox River and well water from 22 deep and shallow well.

In May of 2006, I left the City of Aurora to become the Director of Operations for a large site development company. In 2009, when the construction industry slowed, I started my own construction management consulting company where I worked mainly representing Housing Authority's during new construction projects of Affordable Housing. In July of this year, I was hired by Illinois American Water as the Operations Superintendent of their Pekin District where I am in charge of all operational and maintenance aspects.

I graduated from Aurora University in May, 2001 with a Bachelor of Arts in Management, followed with a graduation in May of 2004 with a Master's of Business Administration. I currently hold a Class A, Public Water Supply Operator's Certificate of Competency.

I am a current member of American Water Works Association, Illinois Section American Water Works Association, American Public Works Association, Northeast Illinois Potable Water Association Member, City of Pekin – Chamber of Commerce, Pekin Kiwanis Club, and the Illinois Central Region Groundwater Protection Committee. I am also a Board Member for United Way – Pekin.

Past affiliations include Mid-Central Water Association Member, City of Aurora - Planning Council staff member 2001-2006, Village of Hinckley - Park Advisory Board Member 2002-2006, Vice-President – Hinckley Youth Baseball/Softball Association, President – Hinckley/Big Rock Traveling Basketball, Delta Sigma Phi – Aurora University - Founding Member and Kane County Water Association Member.

HUMAN RIGHTS COMMITTEE

5:30 P.M. 4TH WEDNESDAY OF EACH MONTH

BILL FLEMING
466 WILDWOOD DRIVE
GROVELAND, IL 61535
346-2106 .... TERM ENDS MAY 2012

MELINDA FIGGE
3909 WAGONSELLER RD
TREMONT, IL
352-2874 …………. .... TERM ENDS MAY 2013

MICHELE MOUL
1131 EL CAMINO DRIVE
drmoul@omnilec.com
337-0404 …………………………………. TERM ENDS MAY 2014

GREGG RATLIFF
1507 NORTH 12TH STREET
241-8250 .... TERM ENDS MAY 2014

DANIELLE OWENS
2010 W. LIAM'S WAY
DUNLAP, ILLINOIS 61525
dnowens@pekinhigh.net
453-3304 (cell) 477-4306 (work).................. TERM ENDS MAY 2015

ROGER GOODSON
3309 W. CAPITOL DRIVE, PEORIA 61614
208-8386 .... TERM ENDS MAY 2014

VACANCIES:
ED FRITZ
1205 SHERIDAN ROAD
642-7942 .... TERM ENDS MAY 2012

CHRIS COPLAN
2430 WILLOW STREET
672-6744 (work) chris.coplan@gmail.com
339-6770 .... TERM ENDS MAY 2013

KEVIN ANDREWS
1613 NIGHTHAWK COURT
202-1013 ……………… .... TERM ENDS MAY 2013

REQUEST FOR COUNCIL ACTION

Pekin ILLINOIS

To: **Mayor and Council members**
CC: **City Manager, City Attorney, City Clerk & Assistant Finance Director**
From: **Community Development Director**

AGENDA ITEM: 2012 Assist inducement ordinance

AGENDA DATE REQUESTED: April 23, 2012

ACTION REQUESTED: Approval of the 2012 Assist Inducement Ordinance.

BACKGROUND: On March 12, 2012 the City Council approved the 2012 Assist program. Due to an error in original paperwork, the attached ordinance has been received and is presented to Council for approval to complete the appropriate paperwork.

The Assist program is sponsored by many communities throughout the State of Illinois that offers families the opportunity to buy their own home by issuing tax-exempt single-family bonds. This program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little extra capital to buy their first home. Over the past year, the program has assisted 26 purchases of homes in the City of Pekin totaling just under $2 million with an average loan size of $76,468.

Please see attached documents for additional information (originally submitted RfCA document and new ordinance).

FINANCIAL IMPACT: none
NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: Additional families/individuals will be assisted in purchasing their first home.

IMPACT IF DENIED: The City of Pekin will not participate.

ALTERNATIVES: There are other first time homebuyer programs available.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: supports a high quality of life

REQUIRED SIGNATURES

Department Director Pamela Anderson 4-11-12
Date

Finance Department ______________________
(Certification of Availability of Funds) Date

Corporation Counsel ______________________

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS.

WHEREAS, the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*Municipality*") is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that the Municipality has volume cap equal to $95 per resident of the Municipality in each calendar year, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2010,* 345/1 *et seq.,* as supplemented and amended (the "*Act*"), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to transfer its entire volume cap allocation for calendar year 2012 to the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois (the "*Issuer*") to be applied toward the issuance of single family mortgage revenue bonds by the Issuer (the "*Bonds*"), or the issuance of mortgage credit certificates by the Issuer (the "*MCCs*") or for such other purpose permitted by this Ordinance;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, as follows:

SECTION 1. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2012 is hereby transferred to the Issuer, which shall issue the Bonds and/or the MCCs using such transfer of volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds, the MCCs or other private activity bonds.

SECTION 2. That the Municipality and the Issuer shall maintain a written record of this Ordinance in their respective records during the term that the Bonds, the MCCs or any other such private activity bonds to which such volume cap is allocated remain outstanding.

SECTION 3. That the Mayor, the City Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this ___ day of April, 2012.

Approved:

____
Mayor

[SEAL]

ATTEST:

____
City Clerk

Ayes: ____

____

Nays: ____

Absent or Not Voting: ____

REQUEST FOR COUNCIL ACTION

Pekin ILLINOIS

To: **Mayor and Council members**
CC: **City Manager, City Attorney, City Clerk & Assistant Finance Director**
From: **Community Development Director**

AGENDA ITEM: 2012 Assist inducement resolution

AGENDA DATE REQUESTED: March 12, 2012 approved by Council already

ACTION REQUESTED: Approval of the 2012 Assist Inducement Resolution.

BACKGROUND: The Assist program is sponsored by many communities throughout the State of Illinois that offers families the opportunity to buy their own home by issuing tax-exempt single-family bonds. This program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little extra capital to buy their first home. Over the past year, the program has assisted 27 purchases of homes in the City of Pekin totaling just over $2 million with an average loan size of $75,693.74.

Please see attached documents for additional information.

FINANCIAL IMPACT: none
NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: Additional families/individuals will be assisted in purchasing their first home.

IMPACT IF DENIED: The City of Pekin will not participate.

ALTERNATIVES: There are other first time homebuyer programs available.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: supports a high quality of life

REQUIRED SIGNATURES

Department Director	Pamela Anderson	2-29-12 Date
Finance Department	(Certification of Availability of Funds)	Date
Corporation Counsel	(Certification of Review)	Date
City Manager		Date

ORDINANCE NO. ________

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

WHEREAS, pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Pekin, is a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the *"Municipality"*); and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Municipality is authorized to issue mortgage credit certificates in order to aid in providing an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the Municipality, which such persons and families can afford, which constitutes a valid public purpose for the issuance of mortgage credit certificates by the Municipality; and

WHEREAS, the Municipality has now determined that it is necessary, desirable and in the public interest to issue mortgage credit certificates to provide an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the Municipality, which such persons and families can afford; and

WHEREAS, pursuant to Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 2010,* 220/1 *et seq.*, as supplemented and amended), public agencies may exercise and enjoy with any other public agency in the State of Illinois any power, privilege or authority which may be exercised by such public agency individually, and, accordingly, it is now determined that it is necessary, desirable and in the public interest for the Municipality to enter into an Intergovernmental Cooperation Agreement (the *"Cooperation Agreement"*) dated as of October 1, 2011, by and among the Municipality and certain other units of local government named therein (the *"Units"*), to provide for the joint issuance of such mortgage credit certificates to aid in providing an adequate supply of residential housing in such Units (the *"Program"*); and

WHEREAS, to provide for the Program, the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois (the *"City"*) proposes to issue mortgage credit certificates in an aggregate amount not to exceed $600,000,000 (the *"MCCs"*) and to implement the Program from time to time by allocating the MCCs to certain qualified mortgage loans under the Program from time to time (the *"Mortgage Loans"*), on behalf of the Municipality and the other Units all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, a notice to the public and all interested mortgage lenders of the intent to implement the Program through the issuance of the MCCs will be published in the Pekin Daily Times, a newspaper of general circulation in the Municipality, pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the *"Code"*); and

WHEREAS, a form of the Cooperation Agreement has been presented to and is before this meeting; and

WHEREAS, Section 146 of the Code provides that the Municipality has volume cap equal to $95 per resident of the Municipality in each calendar year, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2010,* 345/1 *et seq.,* as supplemented and amended (the *"Act"*), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to transfer its entire volume cap allocation for calendar year 2012 to the City to be applied toward the issuance of the MCCs or qualified mortgage bonds by the City (the *"Bonds"*) or for such other purpose permitted by this Ordinance;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin as follows:

Section 1. That it is the finding and declaration of the City Council of the Municipality that the issuance of the MCCs by the City and the implementation of the Program are advantageous to the Municipality, as set forth in the preamble to this authorizing ordinance, and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and that, by the adoption of this authorizing ordinance, the City Council of the Municipality hereby approves the issuance of the MCCs by the City and the implementation of the Program for the purposes as provided in the preamble hereto, the text hereof and the notice of intent to implement the Program referred to in the preamble hereto, which notice is hereby incorporated herein by reference.

Section 2. That the form, terms and provisions of the proposed Cooperation Agreement be, and they are hereby, in all respects approved; that the Mayor of the Municipality be, and is hereby, authorized, empowered and directed to execute, and the City Clerk of the Municipality be, and is hereby, authorized, empowered and directed to attest and to affix the official seal of the Municipality to, the Cooperation Agreement in the name and on behalf of the Municipality, and thereupon to cause the Cooperation Agreement to be delivered to the other Units; that the Cooperation Agreement is to be in substantially the form presented to and before this meeting and hereby approved or with such changes therein as shall be approved by the officer of the Municipality executing the Cooperation Agreement, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of Cooperation Agreement before this meeting; that from and after the execution and delivery of the Cooperation Agreement, the officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Cooperation Agreement as executed, including without limitation any allocations of unified volume cap to the issuance of the MCCs and the implementation of the Program; and that the Cooperation Agreement shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the Cooperation Agreement shall be placed in the official records of the Municipality, and shall be available for public inspection at the principal office of the Municipality.

Section 3. That the Mayor, the City Clerk and the proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Cooperation Agreement and to further the purposes and intent of this authorizing ordinance, including the preamble to this authorizing ordinance.

Section 4. That all acts of the officers, officials, agents and employees of the Municipality heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance of the MCCs and the implementation of the Program, be, and the same hereby are, in all respects, ratified, confirmed and approved, including without limitation the publication of the notice of intent to implement the Program.

Section 5. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2012 is hereby transferred to the City, which shall issue the MCCs or the Bonds using such transfer of volume cap, without any further action required on the part of the Municipality; that the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the MCCs or the Bonds or other private activity bonds; and that the Municipality and the City shall maintain a written record of this Ordinance in their respective records during the term that the MCCs or the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

Section 6. That the Mayor of the Municipality is hereby authorized to request unified volume cap from the Office of the Governor of the State of Illinois for the Program in each of the years of 2012, 2013 and 2014; that the Municipality hereby allocates all unified volume cap received or to be received by the Municipality from the Office of the Governor of the State of Illinois for the Program, if any, to the issuance of qualified mortgage bonds and/or the MCCs; and that the Municipality, by the adoption of this authorizing ordinance, hereby represents and certifies that such volume cap has not been and will not be allocated to any other bond issue or transferred back to the Office of the Governor or otherwise.

Section 7. That after the Cooperation Agreement is executed by the Municipality, this authorizing ordinance shall be and remain irrepealable until the MCCs shall have been fully allocated.

Section 8. That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

Section 9. That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Presented, passed, approved and recorded by the City Council of the City of Pekin, this 12th day of March, 2012.

Approved:

____

Mayor

[SEAL]

Attest:

____

City Clerk

Ayes: ______________________________

____

Nays: ______________________________

Absent or Not Voting: ______________________________

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)
AND PEORIA)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of said City Council of said City held on the 12th day of March, 2012, insofar as same related to the adoption of an ordinance entitled:

> AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

a true, correct and complete copy of which said ordinance as adopted at the same meeting appears in the foregoing transcript of the minutes of said meeting.

I do hereby further certify that the deliberations of the City Council of said City on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was called and held at a specified time and place convenient to the public; that notice of said meeting was duly given to all the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities at least forty-eight (48) hours in advance of the holding of said meeting; that said agenda contained a separate specific item concerning said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said City Council has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this ____ day of _______________, 2012.

____
City Clerk, City of Pekin

[SEAL]

REQUEST FOR COUNCIL ACTION **To: Mayor and Council** **CC: City Clerk & City Manager** **From: Michael Guerra, City Engineer**
AGENDA ITEM: Engineering Agreement with Midwest Engineering Associates for the Storm Water Drainage Study and Proposed Improvements
AGENDA DATE REQUESTED: April 23, 2012
ACTION REQUESTED: To approve the engineering agreement with Midwest Engineering Associates for the drainage study and proposed improvements for the Broadmoor Heights and Park Ridge Drainage Area for an amount of $15,750.00
DESCRIPTION: This request is to enter into an agreement with Midwest Engineering for a drainage study of the Broadmoor Heights and Park Ridge subdivision drainage area. The scope of services will be for a hydrology and hydraulic study of the proposed area to determine the cause of several erosion and flooding issues involving that drainage basin. The agreement is based on a time and material fee times an adjustment factor which is estimated to cost $15,750.00. This drainage basin has been the source of several complaints over the past several years concerning severe erosion and some flooding issues. With the continual degrading of the drainage basin, there is serious concern for existing utilities, surrounding properties and residents. There are several problem areas within this drainage basin which makes a study of the whole basin the most beneficial to the City. This study will provide the City with the cause for the degrading of the drainage basin along with proposed repairs that will mitigate any future degradation. With the recommendations provided by this study the City will then be able to install the repairs that are the most cost effective measures. Also this agreement allows for an additional study for the Cambridge/Shire Storm Water drainage system to be performed. The agreement provides the structure for the services for this additional study with agreed upon scope of work. This will allow for a quicker delivery of the study for this area since the agreement is already in place. With limited resources available for these types of repairs it is important that the City is diligent to ensure that the resources are used wisely. Investing money into a study of this nature will allow the City to make the most beneficial repairs that will solve the problems and elevate future concerns. Therefore I recommend this agreement be passed
FINANCIAL IMPACT: $15,750.00 from the Storm Water Fund
NEIGHBORHOOD CONCERNS: Flooding from this ditch, property damage and safety concerns because of erosion.
IMPACT IF APPROVED: The study will be performed
IMPACT IF DENIED: A compressive study of the drainage basin will not be performed and best management practices for repairs will not be known

ALTERNATIVES: Repair the just the impacted areas that are known without full knowledge of the impact	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	**A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: Date:	
Finance Department (Certification of Availability of Funds)**:** Date:	
Corporation Counsel: Date:	
City Manager: Date:	

April 13th, 2012

Mr. Michael Guerra, P.E.
City Engineer
City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

RE: **Proposal for Engineering Services for Storm Water Drainage Study & Proposed Improvements for the Broadmoor Heights and Park Ridge Drainage Area located in Pekin, Illinois**

Dear Michael:

Midwest Engineering Associates, Inc. is thrilled to have been selected to assist the City of Pekin with performing a Storm Water Drainage Study and designing Proposed Improvements for the Broadmoor Heights and Park Ridge Drainage Area. This proposal presents the services Midwest Engineering Associates, Inc. will provide to complete the project.

BACKGROUND

This proposal is based on Midwest's proposed Project Plan and Schedule that was provided in our Statement of Qualifications.

Please refer to Exhibit A for the topographical limits of the proposed improvements. To provide the aforementioned services, Midwest Engineering proposes to perform the Scope of Work identified below.

SCOPE OF WORK

1. <u>Information Gathering</u>
   A. Work with City staff to identify surface drainage patterns and locate significant storm water structures and facilities.
   B. Review As-Built / Construction plans showing the existing storm sewer system
   C. Utilize local geographic information system (GIS) data throughout the process to develop a storm water management plan for the proposed drainage basin.
   D. Collect historical complaint Information.
      a. List of complaints from City staff whether recorded or from staff discussions/interviews.
      b. Develop a drainage and erosion complaint matrix identifying them by category or type.
      c. Develop a drainage and erosion problem area mosaic(s) utilizing a different symbol for each type of problem.
   E. Obtain and/or verify inverts (field survey) for the existing system where critical data and/or additional detail if required.
   F. Review past reports, if available.
   G. Field Reconnaissance
      a. Become familiar with the problems and drainage facilities of the watershed.
      b. Identify and/or confirm problems and possible "root" causes.
   H. Initial Storm Water Problem Identification
      a. Finalize the initial matrix of reported storm water problem areas.
      b. Finalize the storm water problem area mosaic(s) using the City of Pekin aerial map combined with CAD to demonstrate how the proposed improvements will alter the existing conditions.

c. Meet with City Engineering staff to review the list and map and obtain Staff input regarding these problem areas.

2. Hydraulic Modeling
   A. Prepare Conceptual Plan
      a. Summarizes our opinions and findings relative to the methods and materials for addressing the drainage of the specified area.
      b. Includes a hydrology and hydraulic study of the proposed water shed area to determine the flow rates, the hydraulic capacity of the drainage network and system geometry evaluation and optimization.
   B. Develop Mapping/Mosaic
      a. Illustrates flood risk assessment.
      b. Illustrates hydrologic runoff routing.
      c. Identifies locations of future hydraulic or erosion problems.

3. Public Involvement
   A. Prepare for and conduct a public information meeting to present and discuss the drainage, flooding, and erosion problem inventory results and take input from the public regarding additional problem areas.
   B. Prepare a summary of the initial findings identified in this phase and submit to the City for inclusion on the city Web page.
   C. Utlilize the updated mosaic(s) using the City of Pekin aerial map for the public information meeting.

4. Budget Cost and Schedule for the Study Area
   A. Using the information assembled in the initial phase, prepare a detailed scope, budget and schedule for completion of the proposed improvements for each problem area identified in the drainage basin.
   B. Identify applicable State or Federal funding sources/grants.
   C. Submit to the City for review and comment.

5. Project Implementation
   A. Early Action Project (EAP)
      a. Identification of problem areas that can be mitigated quickly and easily.
   B. Complete Drainage Study report

ADDITIONAL SERVICES

Additional services that are not included in the proposed Scope of Work may include (but are not limited to) performing a Storm Water Drainage Study for the Cambridge Drainage Area, preparation of bidding documents, preparation of grant applications, developing plans and specifications, preparing permits, construction inspection and/or observation, and additional meetings beyond those identified in the scope and/or deliverables.

The Scope, Fee, and Schedule for the Cambridge Drainage Area Storm Water Drainage Study will be negotiated.

Any additional services can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by Midwest Engineering Associates and the City at a later time.

DELIVERABLES

- Storm water problem area matrix
- Storm water problem area mosaic(s)
- Hydraulic modeling in problem areas
- Mapping showing results of hydraulic study including problem areas
- One public information meeting
- Summary document for posting on the City's web page
- Scope, budge, and schedule for completion of the study and design work
- Prepare final report for review
- Recommended list of early action projects
- Final Drainage Study Report
- Prepare Performance Based Specification Plans utilizing industry standard details or slightly modified standard details for early action projects, if applicable.

FEES

Midwest Engineering Associates, Inc. proposes to perform the Scope of Services on a time and materials basis using a 3.00 direct labor multiplier.

Scope of Service	Fee
A) Information Gathering	$ 4,750
B) Hydraulic Modeling	$ 5,100
C) Public Involvement	$ 2,100
D) Budget Cost and Schedule for the Study Area	$ 2,100
E) Project Implementation	$ 1,700
Total:	**$ 15,750**

SCHEDULE

Midwest Engineering Associates can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed. Midwest estimates it will take approximately 45 working days from receiving a notice to proceed to complete the Scope of Services.

Attached to this proposal are our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of the City of Pekin execute a complete copy and return it to our office.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to Midwest Engineering Associates, Inc. upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

Midwest Engineering
Associates, Inc.

I look forward to working with you and other City Staff and sincerely appreciate the opportunity to be a part of this project.

Sincerely,

Robert D. Culp, P.E.
Senior Project Manager

David L. Horton, P.E.
Senior Project Manager

Responsible for Payment and Accepted by:

Signature: ______________________________

Name (please print): ______________________

Title (please print): _______________________

Firm: __________________________________

RDC

Attachments:
    Exhibit A
    General Conditions of Service

Midwest Engineering Associates, Inc.
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

1. **WARRANTY**
   a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.'s undertaking herein or its performance of services hereunder.

2. **RISK ALLOCATION**
   a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of Midwest Engineering Associates, Inc.'s services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of $50,000, whichever is greater.
   b. In the event the Client is unwilling or unable to limit Midwest Engineering Associates, Inc.'s liability in accordance with the provisions set forth in these General Conditions, then the Client agrees to pay Midwest Engineering Associates, Inc. a sum equivalent to an additional amount of 5% of the total fee to be charged for Midwest Engineering Associates, Inc.'s services, which sum shall be a "Waiver of Limitation of Liability Charge." This charge is not a charge for insurance of any type, but will be deemed increased consideration for greater risk.

3. **REUSE OF DOCUMENTS**
   a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or any other project. Any reuse without specific written verification or adaptation by Midwest Engineering Associates, Inc. will be at Client's sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by Client and Midwest Engineering Associates, Inc.

4. **CONFIDENTIALITY**
   a. Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

5. **PAYMENT**
   a. Payment for services rendered shall be made monthly in accordance with invoices rendered by Midwest Engineering Associates, Inc. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by Midwest Engineering Associates, Inc. If payment is to be on a Standard Hourly basis, or a Multiplier or direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client requires work beyond the standard 40 hour work week overtime rates shall apply. Overtime shall be time and a half of applicable labor rate or direct multiplier. If Client does not accept new Standard Hourly Rate schedules adopted by Midwest Engineering Associates, Inc. on an annual basis, Midwest Engineering Associates, Inc. may terminate the Agreement and/or cease performing services under the Agreement until paid in full.

b. Any and all changes or deviations in the scope of work defined ordered by Client must be in writing, the contract sum being increased or decreased accordingly by Midwest Engineering Associates, Inc. Any claims for increases in the cost of the work must be presented by Midwest Engineering Associates, Inc. to the Client in writing, and written approval of the Client shall be obtained by Midwest Engineering Associates, Inc. before proceeding with the ordered change or revision.

c. Invoices, or part thereof, which are not paid within 30 days after the date of their issue shall be assessed a service charge at the rate of 1 ½% per month. Client will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Midwest Engineering Associates, Inc. in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by Midwest Engineering Associates, Inc.

6. <u>SUBCONTRACTING</u>

a. Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.

7. <u>TERMINATION</u>

a. At any time, either Midwest Engineering Associates, Inc. or the Client may terminate, with or without cause, by giving seven days advance written notice to the other party. If Midwest Engineering Associates, Inc. terminates its consulting relationship with the Client, the Client shall have the option, in its complete discretion, to terminate Midwest Engineering Associates, Inc. immediately without the running of any notice period. In the event of termination, Midwest Engineering Associates, Inc. shall be compensated by Client for all services rendered to the date of termination plus reasonable termination costs to organize Midwest Engineering Associates, Inc.'s files and any reasonable expenses incurred by Midwest Engineering Associates, Inc. to coordinate efforts with another party.

8. <u>USE OF WORK PRODUCT</u>

a. Except as specifically set forth in writing and signed by both Midwest Engineering Associates, Inc. and Client, Midwest Engineering Associates, Inc. shall have all copyright and patent rights with respect to all materials developed under this contract, and Midwest Engineering Associates, Inc. is hereby granted a non-exclusive license to use and employ such materials within Midwest Engineering Associates, Inc. business.

9. <u>CONSTRUCTION RESPONSIBILITY</u>

a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

10. <u>OPINIONS OF COST</u>

a. Since Midwest Engineering Associates, Inc. has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.

11. <u>ATTORNEY'S FEES</u>

a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Peoria County, Illinois.

Midwest Engineering Associates, Inc.

12. COMPLIANCE WITH CODES AND STANDARDS

a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.

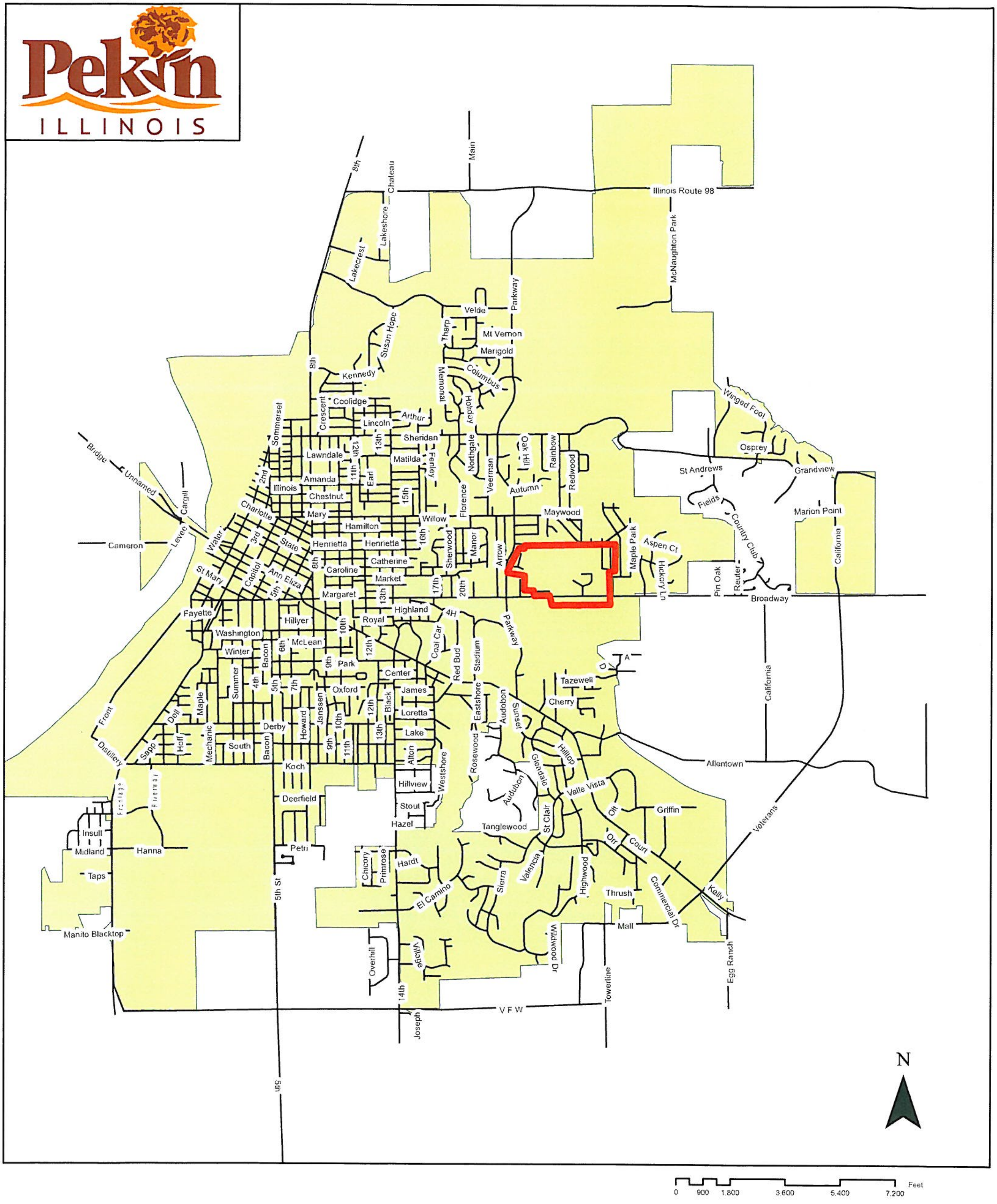
13. STANDARD OF CARE

a. Services performed by MIDWEST under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

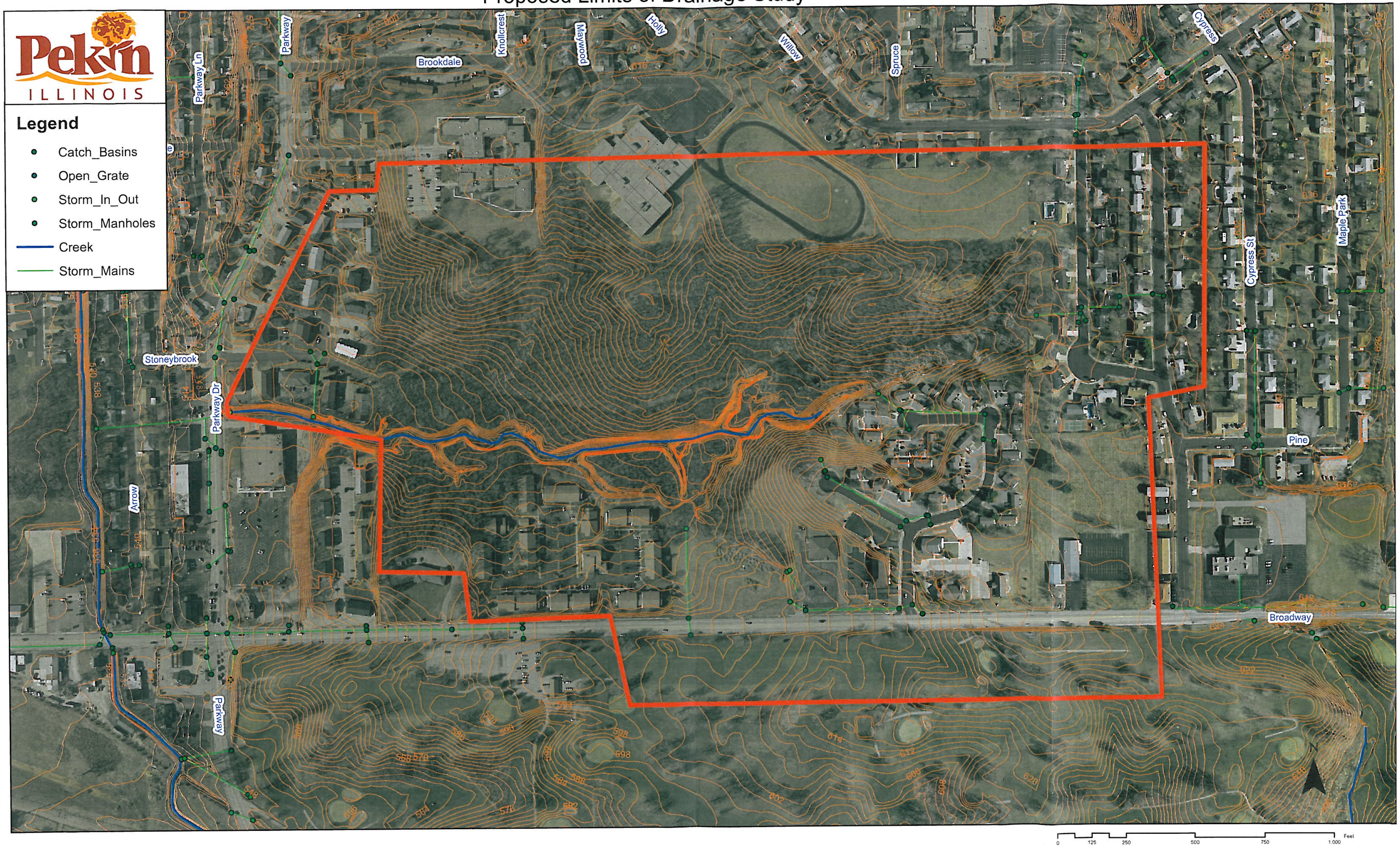
14. HAZARDOUS MATERIALS

a. Any hazardous or toxic substances encountered by associated with services provided by Midwest Engineering Associates, Inc. for the Project shall at no time be or become the property of Midwest Engineering Associates, Inc. Arrangements for handling the hazardous or toxic substances, which are made by Midwest Engineering Associates, Inc., shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from and against any and all liability which arises out of the hazardous or toxic substance handling.

Appendix A
Location of Drainage Study



Appendix B
Proposed Limits of Drainage Study



COUNCIL INFORMATION

To: **Mayor and City Council**

From: **Darin W. Girdler, Assistant City Manager**

RE: **FY 2013 Bond Financing Discussion**

Date: **April 13, 2012**

Attached you will find a summary of information regarding the proposed FY 2013 Bond Financing for capital items and other projects totaling $6,155,000.

The attached summaries show how we propose to allocate the proceeds from the bond issue and these are the items we will present and discuss at the Council Meeting on April 23rd. We project to carry an interest rate at or near 2% - I plan to provide 10, 15 and 20 year amortization schedules to use as comparisons since the amount of the proposed bond issue has increased. With interest rates at these levels and our favorable credit rating and financial condition, we are in the perfect position to take advantage of this situation.

Our next step will be to proceed with preparing the necessary bond approval documents for the City Council to act on at an upcoming meeting.

I strongly encourage you to contact Joe or I if you have any specific questions or need any additional information.

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.

CC: City Manager, City Treasurer and Finance

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.

Prepay IMRF ERI – $750,000 – This amount reflects our payoff to IMRF for the ERI program that was approved a few years ago. We are currently paying 7.5% interest to IMRF and we are hoping that we will be able to have our interest on the bonds at or near 2%.

Road Extension Project – $1,100,000 – This will be for the extension of Griffin Drive from the Dome to Veterans. With this extension we will further open the Veterans corridor for commercial development and provide improved access to the Dome which attracts many people to Pekin.

PEDIF Funding – $2,000,000 – By separately funding PEDIF, the availability of those funds would not depend on the City's level of fund balances. These separated funds would be available as loan funds to any qualified project and the repayment of those loans would provide return revenue covering debt service.

4/13/2012

Bond Financing FY 2013

Capital Items:		% of Total
PD Recording System	$ 60,000.00	0.97%
GPS Equipment	$ 30,000.00	0.49%
Hot Paint Machine	$ 25,000.00	0.41%
Dump w/ Snow Equip	$ 140,000.00	2.27%
Heavy Service Truck	$ 65,000.00	1.06%
Tar Kettle	$ 30,000.00	0.49%
75' Ladder (Fire Truck)	$ 885,000.00	14.38%
1/2 Parking Lot	$ 150,000.00	2.44%
Major Bldg Repair	$ 250,000.00	4.06%
Demolitions	$ 200,000.00	3.25%
Garbage Truck	$ 160,000.00	2.60%
Recycle Truck	$ 160,000.00	2.60%
Street Sweeper	$ 150,000.00	2.44%
	$ 2,305,000.00	37.45%
Prepay IMRF ERI	$ 750,000.00	12.19%
Road Extension Project	$ 1,100,000.00	17.87%
PEDIF Funding	$ 2,000,000.00	32.49%
Total Financed	**$ 6,155,000.00**	