



REGULAR COUNCIL MEETING MONDAY, APRIL 9, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA 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 March 26, 2012. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Liquor Commission Minutes February 15, 2012 and March 22, 2012.		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 Public Hearing – to contemplate the adoption of an ordinance authorizing the vacation of 2 alleys and a portion of a third alley located in Pekin Gardens addition, Block 31, Section 2, T24N, R5w, SE ¼ in the City of Pekin.	RS	5
8.2 Public Hearing – to inform the public of the plan and governance of Municipal Electricity Aggregation.	DG	5

9.0 NEW BUSINESS		
9.1 Ordinance No. 2657–11/12 – An Ordinance Vacating Municipally Owned Alleys. DESCRIPTION: The ordinance authorizes the vacating of various alleys in Pekin Gardens Addition, North of Derby, West of 12th Street, South of Meyers Court, and East of Railroad. ACTION: Motion to adopt the Ordinance.	RS	3
9.2 Resolution No. 34-11/12 – Approving the City of Pekin Electricity Aggregation Program Plan of Operation and Governance. DESCRIPTION: Authorizes the City's Program Plan which operates and governs in accordance with the applicable provisions of the Illinois Power Agency Act. ACTION: Motion to adopt the Resolution.	DG	5
9.3 Resolution No. 35- 11/12 – Authorizing Execution of a Service Agreement with the Lowest Responsible Bidder for the Supply of Electricity for Residential and Small Commercial Retail Customers Who Do Not Opt Out of Such a Program. DESCRIPTION: The City was permitted by referendum approved by majority of electors voting March 20, 2012 to adopt a program and solicit bids for the sale and purchase of electricity. This resolution authorizes the City to enter into service agreements for the sale and purchase of electricity. ACTION: Motion to adopt the Resolution.	DG	5
9.4 Ordinance No. 2658-OA - 11/12-Amending the Code of the City of Pekin 1995 Regarding Storage Buildings. DESCRIPTION: Change in the Zoning Code would allow storage buildings and warehousing in the original Riverway Business Park by Special Use permit only. ACTION: Motion to adopt the Ordinance	RS	5
9.5 Preferred Route Ring Road DESCRIPTION: Council was informed at the meeting of March 12, 2012 of the study areas for the Eastern By-Pass. Potential locations were examined. Action recommends Corridor that intersects I-74 near Tennessee, intersects IL 6 near Mossville, runs west of Washington and west of Germantown Hills. ACTION: Motion to recommend Corridor T-7 as Preferred Route.	LB	3
9.6 Intergovernmental Agreement with Pekin Park District/Fire Department DESCRIPTION: Terms and conditions of a joint agreement for shared use of the old "Bath House" as a Fire Department training facility/Park District board room. ACTION: Approval of the Agreement.	KN	2

9.7 Stormwater Easement DESCRIPTION: Approve the easement for temporary and permanent access to property owned by James Farrell for the purpose of maintaining a stormwater line. The easement will provide access to finish drainage project to correct eroding property from St. Clair. ACTION: Motion to approve the Easement.	JW	3
9.8 Resolution No. 36-11/12 - Motor Fuel Tax Fund for Petri Lane Construction. DESCRIPTION: Appropriation of MFT funds in the amount of \$375,000.00 for the City's portion of the construction costs of Petri Lane. ACTION: Motion to adopt the Resolution.	MG	3
9.9 IDOT Annual State Routes Maintenance Agreement DESCRIPTION: Annual 12 month increment of a contract through June 30, 2015 with IDOT for the reimbursement to the City for maintenance provided by the Street Department on State highways. The computation for the period of July 1, 2012 to June 30, 201 is \$86,204.54. ACTION: Motion to approve the agreement.	MG	3
9.10 IDOT Project Participation Agreement – Veterans Drive from Broadway to Sheridan. DESCRIPTION: \$4 million dollars was allocated in federal bill No 4080 with participation requirement of 80/20. This agreement states the City will pay the 20% share or remaining cost. ACTION: Motion to approve the agreement.	MG	3
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) (2) Collective Bargaining		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

JW City Manager Joseph Wuellner
MG City Engineer
LB Mayor Laurie Barra

RS Code Enforcement Officer
KN Fire Chief

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, MARCH 26, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, HENDRICKS, BLANCHARD, SCHMIDGALL,
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 after a short delay to enter the Council Chambers by Council Member Schmidgall. A quorum was present.

COMMUNICATIONS, PETITIONS, REPORTS

Because of anticipate length of the business meeting Mayor Barra read and presented to Brook Smith the proclamation recognizing her as, a 7th grader at Edison Junior High School who won the Pekin Public School District 108 Spelling Bee and placed 2nd in Tazewell County Spelling Bee. Mayor Barra asked that the "Parkinson's is the Pits Month" proclamation be mailed to Bohlander family who were not represented.

Recognition was also given to Retiree Lieutenant Glenda Hollis for her 36 years of service to the Police Department and the City in changing the lives of many individuals. Police Chief Nelson praised Ms. Hollis for being instrumental in the advocacy of children during her career.

Council paused to allow the chambers to empty of well-wishers and refill with people who intended to speak to a contract for outsourcing janitorial services and to speak to Council on saving West Campus.

PUBLIC INPUT

President of Teamsters Local #627, Keith Gleason, addressed the Council on the proposal to contract with an outside company for custodial services. He opposed displacing good long-term employees, stating the money the City claimed as savings to the budget was again on the backs of employees and teamster membership. He felt the action was in disregards to the savings by the membership in offering the City's participation to all employees in the Teamsters Central States Health Plan Benefit package. He distributed projected cost savings to 2013 from an analysis of health benefit rates.

The following people spoke in support of teamster employees and concerns of an outside contractor: Elaine Ritchey, 1019 South 12th Street – commented on security of the buildings, supplies, on call 24/7 cleaning of police vehicles.

Tom Hobbs, 1201 Avon – spoke on behalf of Tracey Ritchey's work at the Transportation Building community room.

Larry Wolfer, Wastewater Treatment Plant 42 year employee – informed the Council of previous attempts to save money by out-sourcing plant operations.

Stan Mandrel, Street Department 19 year employee – asked Council to reconsider displacing the employees and spoke of the good job they do.

Bob Schroeder, representing building trades - reminded the Council of the City's attempt to save money on the annual street maintenance by contracting with the lowest bidder for which the City received inferior work.

Garnet Meischner, 1401 Janssen, voiced concern of the costs of the group's attempt to involve the City in saving the West Campus.

Bill Griffin, 900 Washington Street, presented to Council over 2,867 signatures on a petition asking the City to identify West Campus and its site as a priority for rehabilitation and development and to extend the TIF

district and other economic incentive opportunities and planning resources as needed to further the priority.

Valerie Moehle Umholtz spoke of the six acres of West Campus as crucial to the future of the City not only in its economy, but its culture and image. She asked the Council to be actively engaged in positive action by immediately acting on the request for extension of the Downtown TIF Business District. She asked that the Council meet representatives within two weeks to present the plan of rehabilitation and development, to review the agreement that would place a moratorium on demolition and transfer of property from the current owner, and to explain the course of action needed.

Council Members spoke of historic value of West Campus; expressed concern if consideration had been given the interior condition of the building; and advised a development plan was necessary for TIF boundary extension. Mayor Barra said the City was willing to listen to a plan and would work toward development of the TIF if applicable but the use of City money would not be supported. It was hoped the building would not be a liability to the City if efforts to save were unsuccessful.

Jim Donahue, 506 Country Club Drive, also encouraged the Council to identify West Campus as a priority for development.

AGENDA

Motion by Council Member Hendricks, 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 Hendricks, seconded by Council Member Massaglia, that the **minutes of the Regular City Council Meeting of March 12, 2012, be approved as written**. On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Hendricks, seconded by Council Member Abel, 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 February Monthly Reports and Minutes: Police Department Report and Building/ Inspections Departments Reports.
7.2 Proclamations: Parkinson's is the Pits Month – April 2012 Brook Smith Day – March 26, 2012
7.3 Receive and Files State Bids for Petri Lane Construction Project. Opened March 9, 2012.
7.4 Receive and Files Bids for WWTP Digester Sludge Removal (Cleaning). Opened March 14, 2012 at 2:00 p.m.
7.5 Receive and File: Proposals/Bids for Janitorial Services. Opened March 8, 2012 at 2:00 p.m.
7.6 Adopt Resolution No. 32-11/12 – Mayor's Appointment of Danielle Owens to the Human Rights Committee to fill the unexpired term of Shanna Shipman and a subsequent 3-year term May 2015.
7.7 Adopt Resolution No. 33-11/12 – Mayor's Appointment of Eric Reader to the Pekin Planning Commission to fill the unexpired term of Dick Cohenour until May 2015.
7.8 Receive and File Zoning Board of Appeals Minutes dated March 14, 2012.
7.9 Receive and File Pekin Planning Commission Minutes dated March 14, 2012.
7.10 Pekin Planning Commission Hearings and Recommendations: a. Hearing #1846 & 1847 - recommends approval of Site Plan and Special Use for auto repair only located at 1215 S 14th Street submitted by James Dixon. b. Hearing #1848 & 1849 - recommends approval of Site Plan and Special Use for off premise directional signage located at 225 Hanna Drive submitted by City of Pekin. c. Hearing #1850 & 1851 - recommends approval of Site Plan and Special Use for a drive-up kiosk located at 2111 Court Street submitted by A Catered Affair Debra Isbell.

- d. Hearing #1852 & 1853 - recommends approval of Site Plan Special Use for outside storage of landscape supplies located at 425 Ann Eliza submitted by Dream Scapes, LLC Mitchell O'Shaughnessy.
- e. Hearing #1854 - recommends approval of amendment to the Zoning Code to allow storage buildings and warehousing in the original business park by a Special Use permit only.
- f. Recommendation #03-0001 – requests that the Council recognize Dick Cohenour for his dedicated service on the Pekin Planning Commission

In response to Council Member Hendricks' question regarding Eric Reader's service on two committees, it was stated that his term on ZBA would expire in May. On Council Member McCabe's question of residency on the new appointment to the Human Rights committee, it was noted that non-resident perception of Pekin was important to the work of the committee and residency was not required. On roll call vote all present voted Aye.

NEW BUSINESS

RESOLUTION NO. 31-11/12

ADOPTING THE FISCAL YEAR MAY 1, 2012 THROUGH APRIL 30, 2013 BUDGET FOR THE CITY OF PEKIN

Motion by Council Member Massaglia, seconded by Council Member Hendricks that Resolution No.31-11/12 be adopted. Assistant City Manager Darin Girdler presented the projected revenues and expenditures for the 2013 fiscal year budget. A public hearing to receive comments was held on March 12, 2012. Council Members questioned the staff for explanations of several expenditures and balances in the budget. Discussion followed if approving the Budget Resolution approved the proposed capital items in the bond expenditure. Members questioned if tax revenues were reasonable or too optimistic. Council Members Hendricks and Blanchard reiterated that the budget still needed to be reviewed by line item and cuts made in areas that staff was directed to find for costs savings. Council Member Blanchard questioned what hidden purchases and staff misled-savings proposals were in this budget such as the ERI and a parking enforcement vehicle. Council Members Blanchard and Schmidgall spoke in support of paying off IMRF early retirement balance being calculated at 7%. On roll call vote Ayes; Abel, Schmidgall, McCabe, Massaglia, and Barra; Nays; Blanchard and Hendricks. Motion carried.

Motion by Council Member Schmidgall, seconded by Council Member Massaglia, that the **COUNCIL CONCUR WITH THE STATE OF ILLINOIS FOR PETRI LANE CONSTRUCTION PROJECT Section 10-00183-00-FP** and that the award to Stark Excavating, Inc. in the amount of \$1,188,901.03 be approved. City Engineer Mike Guerra told Council the State bids for Petri Lane from Fawnridge Road north to N. 14th Street had been received and awarded to the low bidder Stark Excavating, Inc. in the amount of \$1,188,901.03. The City's 70% share would be covered by PPUATS already approved cost up to \$962,000.00. MFT funding of approximately \$357,000.00 would be utilized for City's cost. A Participation Agreement was authorized by the Council on September 12, 2011. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that the **BID FOR WASTEWATER TREATMENT PLANT DIGESTER CLEANING** in the amount of \$57,900.00 be approved and the contract awarded to Synagro Central, LLC. It was recommended by the City Engineer to award a contract to the low bidder for the necessary pumping and cleaning of three digesters in order to continue the work of retrofitting the additional piping for the construction of the new plant. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Massaglia, that the **AGREEMENT WITH LHF COMPOST INC. TO ACCEPT THE CITY DISPOSAL OF YARD WASTE** at \$8.25 per cubic yard for one year be approved. It was recommended to Council to approve the terms and condition of the contract in order for yard waste to begin. Efforts for the City's own site on Brenkman Drive were not completed with the IEPA. The City's previous contract with Mahoney had expired in January. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Abel, that the **AGREEMENT WITH MCP INTEGRATED BUILDING SERVICES FOR JANITORIAL SERVICES** in the amount of \$61,404.00 the initial year of a three year contract be approved. The Council was informed by staff that the City solicited proposals for janitorial services for 3 buildings comprising approximately 41,542 square feet of cleanable space for an initial three (3) years plus two (1) year extensions based upon contract performance. The proposals were evaluated based on the proposal evaluation criteria with-in the RFP. It

was estimated the City would save 75% of its current costs of personnel and supplies estimated at \$205,000.00, a \$140,000.00 per year savings. Council Members discussed the salaries and benefits of employees affected. Some members expressed their disapproval as a small savings that would impact 3 full-time and 2 part-time employees. Council Members Massaglia and Barra spoke in support of saving in the budget for taxpayers. On roll call vote, all present voted Ayes; Massaglia and Barra; Nays; Blanchard, Abel, Schmidgall, McCabe, and Hendricks. Motion failed.

Motion by Council Member Blanchard, seconded by Council Member Abel, that the **SITE PLAN FOR AUTO REPAIR AT 1215 S. 14TH STREET** be approved with the exceptions: there be no usage of the eastside doors; screening required if dumpster is moved from the inside to the outside; there be no outside storage. The Planning Commission recommended the Council approve the site plan submitted by James Dixon. On roll call vote, Ayes; Blanchard, Abel, Schmidgall, McCabe, Hendricks, and Barra; Nay, Massaglia. Motion carried.

Motion by Council Member Blanchard, seconded by Council Member Hendricks, that the **SPECIAL USE FOR AUTO REPAIR AT 1215 S. 14TH STREET** be approved. The Planning Commission recommended Council approve the special use for auto repair at the 14th and Derby Street location. On roll call vote, Ayes; Blanchard, Abel, Schmidgall, McCabe, Hendricks, and Barra; Nay, Massaglia. Motion carried.

Motion by Council Member McCabe, seconded by Council Member Blanchard that the **SITE PLAN FOR OFF PREMISE DIRECTIONAL SIGNAGE ON HANNA DRIVE & Rt 29, Hanna Drive & S.5th Street, Kock Street & Riverway Drive**, be approved. The Planning Commission recommended approval of the City's request for the site plan and special use of off premise signage in the RWBP only. On roll call vote, all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Schmidgall that the **SPECIAL USE FOR OFF PREMISE DIRECTIONAL SIGNAGE ON HANNA DRIVE & Rt 29, Hanna Drive & S.5th Street, Kock Street & Riverway Drive**, be approved. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Schmidgall that the **SITE PLAN FOR DRIVE-UP KIOSK SERVING COFFEES** at 2111 Court Street, be approved. The Planning Commission recommended that the Council approve the site and the special use request from Debra Isbell, owner of "A Catered Affair." The special use was intended for a drive-up kiosk serving coffees, specialty drinks, light breakfast/lunch menu. The site would be the Southwest corner in County Market lost known as 2111 Court Street. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Schmidgall that the **SPECIAL USE FOR DRIVE-UP KIOSK SERVING COFFEES** at 2111 Court Street, be approved. On roll call vote, all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Hendricks that the **SITE PLAN FOR OUTSIDE STORAGE OF LANDSCAPE AT 425 ANN ELIZA**, be approved with following exceptions: Bins are made of landscape timber with height of 6'; Retainer placed on front of each bin to provide erosion control; tarps in place to cover supplies when not in use; dumpster be enclosed with 10' set back. It was recommended for Council to approve the site plan and the special use request from Mitchell R. O'Shaughnessy owner of DreamScaping LLC for outside storage. On roll call vote, all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Schmidgall that the **SPECIAL USE FOR OUTSIDE STORAGE OF LANDSCAPE AT 425 ANN ELIZA**, be approved. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Massaglia that the **expenditure in the amount of \$9,225.00 for a TAX INCREMENT FINANCING (TIF) INTERIOR LOAN PROGRAM FOR YESTERDAY'S BAR & GRILL**, be approved. The Pekin Main Street Design Committee

recommended the Council approve an eligible TIF grant in the amount of \$9,225.00 under the terms of the Commercial Retail and Upper Story Housing Loan Program. The eligible interior improvement by owners Jim and Joy Schramm of Yesterday's Bar & Grill at 363 Court Street would include a new HVAC system. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel recognized Ed Emmons for his coverage of the history of West Campus and the photos of the demolition on his website.

Council Member Blanchard asked staff to explain the schedule of implementation of the authorization from the voters in February for the City to purchase electrical power for its residents and small business users. Assistant City Manager Darin Girdler advised the Council that they would be presented the Electricity Aggregation Program Plan of Operation and Governance and the authorization to execute a service agreement with the lowest bidder for the supply at the next Council Meeting. The Program Plan and Public Hearings would detail the opt-out provisions for the public. The Councilman also questioned if an audit of the Food & Beverage Tax could be obtained to assure the proper collection of revenues to the City.

Assistant Manager Darin Girdler thanked Council and Staff for their work on the budget and indicated it would be a good operating document for the next fiscal year.

Chief Kurt Nelson warned the community of fraudulent telemarketing companies soliciting contributions to the fire department.

Chief Greg Nelson announced the Fire/Police Charity Basketball Game for Special Olympics on Friday, March 30, 2012 at PCHS.

Melida Heine, Pekin Mainstreet Director, urged the Council to be cautious expanding the Downtown TIF to include West Campus.

Dale Kuntz, 5 Fox Point, suggested the City review the City of Lacon's recent program for street improvement and the possibility of an Illinois Enhancement grant to clean up Court Street. Mr. Kuntz was reminded by Mayor Barra that the State will assume responsibility for the State Rt 9 after Veterans Drive south (VFW Road) is complete.

EXECUTIVE SESSION

Motion by Council Member Abel, seconded by Council Member McCabe, that the Council move to Executive Session at 8:05 p.m. to discuss 5 ILCS 120/2 (c) (2) Collective Bargaining. On roll call vote all present voted Aye.

No further business to come before the Council, motion by Council Member Massaglia, seconded by Council Member Schmidgall to adjourn. Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 8:32 P.M.

Sue E. McMillan
City Clerk



**SPECIAL LIQUOR COMMISSION MINUTES
WEDNESDAY, FEBRUARY 15, 2012
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:03 p.m.

PLEDGE of ALLEGIANCE

ROLL CALL

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

Absent: Commission Member Dale Vonderheide

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA

Motion made by Liquor Commissioner Laurie Barra to approve the February 15 Liquor Commission Agenda, seconded by Police Chief Nelson. On roll call vote all present voted Aye. Motion Carried.

APPROVAL OF MINUTES

Motion made by Police Chief Greg Nelson to approve the Liquor Commission Minutes dated January 26, 2012, seconded by Liquor Commissioner Barra. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

There were no comments or questions heard.

NEW BUSINESS

New Application – Friends on Derby, Inc. dba Alibi – Dan Randleman, Linda Randleman, Kary Oakley, Manager were present.

Discussion: Concerns that the building wasn't ready for Inspections within 30 days. Site plan with proposed Beer Garden not accepted. Mr. Randleman will need to amend site plan without beer garden.

Liquor Commissioner Barra made a motion to approve the liquor license for Friends on Derby, Inc. dba Alibi at 17 N. 4th Street contingent upon final inspections by Fire, Police and Inspections Department within 30 days and amend their site plan to exclude the beer garden, seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion carried.

Hearing: Shelie Dennis, Inc. dba Friends Tap – 200 Derby Street – Shelie Dennis

Attorney Sue Bosich read the charges against Shelie Dennis, Inc. dba Friends Tap, for the record. Shelie Dennis pled guilty to Violation I – Chapter 3, Section 3-3-8 and Violation II – violated Illinois State Law wherein she allowed Smoking indoors on the licensed premises in violation of 410 ILCS 82/15 Smoke Free Illinois Act.

Discussion: Shelie Dennis was telling her side of the incident that happened. Attorney Bosich informed Shelie Dennis she is not under oath and cannot testify, she can only make a statement. Shelie Dennis stated things were dramatized.

Deputy Liquor Commissioner VonRohr made a motion to fine Shelie Dennis, Inc. dba Friends Tap \$500 plus cost within 30 days on the 1st Violation, and Letter of Reprimand on the Smoking Violation, seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion passed.

2% City Food and Beverage Tax:

8th Street Station – Frank Gianessi was present

Liquor Commissioner Barra recused herself from further action because interest in the building.

Letter was sent certified informing 8th Street Station they were in arrears and they would need to pay back taxes, penalties and late fees and also attend the Liquor Commission Meeting. Frank Gianessi came in and paid in full on 2/15/12.

Goodfella's Pub & Pizza – Denny Mullens was present

Letter was sent certified informing Goodfella's Pub & Pizza they were in arrears and they would need to pay back taxes, penalties and late fees and also attend the Liquor Commission Meeting. Denny Mullens came in and paid in full on 2/14/12.

Discussion: This was the first time 8th Street Station has been late on their 2% food and beverage tax. They stated they had some bookkeeping issues and those are now resolved. Mr. Gianessi did come in and pay all fees to Finance on 2/15/12. Goodfella's Pub & Pizza is late all the time, sometimes months before he will come in and pay. He's also had State fines that were not paid until they set a Hearing. Mr. Mullens did come in and pay paid in full on 2/14/12 to Finance.

Deputy Liquor Commissioner VonRohr made a motion to send a letter of Reprimand to 8th Street Station of the 2% City of Pekin's Food and Beverage tax, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion passed.

Deputy Liquor Commissioner VonRohr made a motion to fine Goodfella's Pub & Pizza \$500 plus cost suspended if no more further violations for a 12 month period and letter of Reprimand of the 2% City of Pekin's Food and Beverage tax, seconded by Police Chief Greg Nelson. On roll call vote all present voted; Commission Member Hanley, Nay, Liquor Commissioner Barra, Present, all others voted Aye. Motion passed.

Hearing:

Roadhouse Bar & Grill, Inc. dba Roadhouse Bar & Grill – 930 S. 2nd Street, Pekin, IL 61554

Randy Struben and Crystal Rife

Attorney Dan O'Day representing Roadhouse Bar & Grill, Inc. dba Roadhouse Bar & Grill

Deputy Liquor Commissioner Rick VonRohr recused himself from any action because he was the investigative officer.

Attorney Sue Bosich read the charges against Roadhouse Bar & Grill, Inc. dba Roadhouse Bar & Grill at 930 S. 2nd Street, Pekin, IL 61554 into the record.

Violation – pursuant to 235 ILCS 5/1-1 and Section 3-3-4-8 of the City Code of the City of Pekin.

Hearing concluded at 5:45pm

Police Chief Greg Nelson made a motion to go into closed session, seconded by Commission Member Buster Hanley. On roll call vote all present voted Aye. Motion passed.

Open session: 6:05pm

Police Chief Greg Nelson made a motion to revoke the Roadhouse Bar & Grill, Inc. dba Roadhouse Bar & Grill liquor license, the premises at 930 South 2nd Street, Pekin, IL 61554, and both the Licensees' Randy Struben

and Crystal Rife, and pay Attorney fee's, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye, with Deputy Liquor Commissioner VonRohr Abstaining. Motion carried.

Sue Bosich will notify the State of Illinois Liquor Control Commission regarding the revocation of Roadhouse Bar & Grill, Inc, dba Roadhouse Bar & Grill. Ms. Bosich will prepare the notice and have ready for Liquor Commissioner Barra to sign within 5 business days.

ANY OTHER BUSINESS

No other business to come before the Commission.

Meeting adjourned 6:20 P.M.

Next Meeting Thursday, March 22, 2012 at 4:00 P.M.

Respectfully submitted by Paula Gensel



**LIQUOR COMMISSION MINUTES
THURSDAY, MARCH 22, 2012
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Liquor Commissioner Laurie Barra called the meeting to order at 4:03 p.m.

PLEDGE of ALLEGIANCE

ROLL CALL

The following members were present for roll call: Liquor Commissioner Laurie Barra, Police Chief Greg Nelson, Fire Chief Kurt Nelson, and Commission Member Dale Vonderheide

Absent: Commission Member Buster Hanley and Deputy Liquor Commissioner Rick VonRohr

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA

Motion made by Police Chief Greg Nelson to approve the March 22 Liquor Commission Agenda, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion Carried.

APPROVAL OF MINUTES

Motion made by Fire Chief Kurt Nelson to approve the Liquor Commission Minutes dated February 23, 2012, seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

There were no comments or questions heard.

NEW BUSINESS

Notice of Charges: Selling alcohol to a minor

Food Depot
2111 Court Street
Michael Beer, Manager

Attorney Bosich read the Evidence into Record; Food Depot agreed to charges, pled guilty.

Liquor Commission Member Vonderheide made a motion to fine Food Depot \$500, plus cost, seconded by Police Chief Greg Nelson. On roll call vote, all present voted Aye. Motion carried.

Wal-mart
3320 Veterans Drive
Wal-mart agreed to charges, pled guilty
Attorney Bosich read the Evidence into Record.

Fire Chief Kurt Nelson made a motion to fine Wal-Mart \$500, plus cost, seconded by Liquor Commission Member Dale Vonderheide. On roll call vote all present voted Aye. Motion passed.

ANY OTHER BUSINESS

8th Street Station may close down for a short time and reopen under a different name. Derby Friends, Inc. dba Alibi needs a few more weeks until they can have their final walk-thru in order to get their liquor license. Roadhouse Bar & Grill is still in the Appeals Process stage.

Liquor Commission Member Vonderheide informed the Commission his term is up this May. If he is still interested in serving the Liquor Commissioner will send out a letter. Vonderheide would still like to serve.

Meeting adjourned 5:00 P.M.

Next Meeting Thursday, April 26th, 2012 at 4:00 P.M.

Respectfully submitted by Paula Gensel

LEGAL NOTICE

On Monday, April 9, 2012, at 5:30 P.M., the Mayor and the City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, will contemplate the adoption of an ordinance authorizing the vacation of 2 alleys and a portion of a third alley:

All alley vacations are located in Pekin Gardens Addition, Block # 31, Section 2, T24N, R5W, SE ¼ in the City of Pekin, Tazewell County Illinois

PARCEL # 1-Vacate entire alley or one-hundred sixty-two feet (162') of alley in Block # 31 of Pekin Garden Addition, which said alley vacation is bounded by Lots 15, 16, 17, & 18 on the south and Lot 10 on the North, which said alley is to be dedicated back to Lot 10 in it's entirety, which said alley is located in Block # 31 of Pekin Gardens Addition, in the City of Pekin, Tazewell County Illinois.

PARCEL # 2-Vacate entire alley or two hundred feet (200') of alley north of Derby Street, in Block # 31 of Pekin Gardens Addition, which said alley vacation is bounded by Lots 11, 12, 13 & 14 on the east, Lot 15 on the west and Lot 10 on the north, which said alley is located in Block # 31 of Pekin Garden Addition, in the City of Pekin, Tazewell County Illinois.

PARCEL #3-Vacate one-hundred feet (100') of alley in Block # 31 of Pekin Gardens Addition, which said alley vacation is bounded by Lots 9 & 10 on the east, lot 18 on the south and old G. M. & O. R.R. right-of-way on the west, which said alley is to be dedicated to lots 9 & 10 in Block # 31 of Pekin Gardens Addition, in the City of Pekin, Tazewell County Illinois.

All interested parties are invited to attend the Council meeting and any interested persons will be given an opportunity to be heard.

By order of the Corporate Authorities of the City of Pekin, Illinois.

Sue E. McMillan
City Clerk

**ANNOUNCEMENT OF
PUBLIC HEARING
For
MUNICIPAL ELECTRICITY AGGREGATION**

THE CITY OF PEKIN WILL HOLD AN **OPEN HOUSE, PUBLIC HEARING ON MONDAY, APRIL 9, 2012** CONCERNING **MUNICIPAL ELECTRICITY AGGREGATION**. ALL PERSONS INTERESTED IN THIS ARE INVITED TO ATTEND THIS MEETING.

THE PUBLIC INFORMATIONAL MEETINGS WILL BE HELD FROM **12 NOON AND AGAIN AT 5:30P.M. AT CITY HALL** LOCATED AT 111 CAPITOL STREET, PEKIN, ILLINOIS. THE MEETING WILL COVER THE OPERATION OF PLAN AND GOVERNANCE WHICH WILL DETAIL THE IMPLEMENTATION OF AN OPT-OUT MUNICIPAL ELECTRICITY AGGREGATION PLAN. ROLES OF THE MUNICIPALITY AND AGGREGATION CONSULTANT WILL BE DEFINED AS THEY RELATE TO VARIOUS STAGES OF THE PROCESS. TERMS AND CONDITIONS OF THE BID AND EVENTUAL POWER SUPPLY AGREEMENT WILL BE DETAILED IN THE PLAN.

PERSONNEL FROM THE CITY OF PEKIN WILL BE AVAILABLE DURING THE MEETING TO ANSWER QUESTIONS. ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE MEETING AND WILL BE OFFERED AN OPPORTUNITY TO ASK QUESTIONS AND SUBMIT WRITTEN COMMENTS ON THE PROJECT. NO FORMAL PRESENTATION WILL BE MADE. THE MEETING WILL BE AN OPEN HOUSE FORMAT.

THE MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES.

COMMENTS AND/OR INFORMATIONAL REQUESTS CAN BE MAILED TO:

MR. DARIN GIRDLER
ASSISTANT CITY MANAGER
CITY OF PEKIN
111 CAPITOL STREET
PEKIN, IL 61554

ORDINANCE NO. 2657-11/12

AN ORDINANCE VACATING TWO ALLEYS AND A PORTION OF A THIRD ALLEY IN BLOCK 31, SECTION 2 OF PEKIN GARDENS ADDITION IN THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

WHEREAS, there are alleyways lying in Block 31 of Pekin Gardens Addition, City of Pekin, Tazewell County, Illinois, North of Derby Street, West of 12th Street, South of Meyers Court, and East of the railroad.; and

WHEREAS, pursuant to 65 ILCS 5/11-91-1, after due notice was given in the Pekin Daily Times, a paper of general circulation in the City of Pekin, Tazewell County, Illinois on March 23, 2012, a public hearing was held at the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, on April 9, 2012, for the purpose of hearing comments on the vacation of said alleyways located in Block 31 of Pekin Gardens Addition, City of Pekin, Tazewell County, Illinois, North of Derby Street, West of 12th Street, South of Meyers Court, and East of the railroad.; and

WHEREAS, no persons objected to the vacation of said alleyways; and

WHEREAS, the alleyways sought to be vacated are not needed for public use or for any other purpose, and that the public interest will be subserved by vacating said alleyways; and

WHEREAS, said vacation is hereby made subject to the right of the use of said alleys for existing public utilities, if any

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

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

SECTION II: That the City of Pekin vacates those certain portions of as more particularly described as follows:

PARCEL # 1-Vacate entire alley or one-hundred sixty-two feet (162') of alley in Block # 31 of Pekin Garden Addition, which said alley vacation is bounded by Lots 15, 16, 17, & 18 on the south and Lot 10 on the North, which said alley is to be dedicated back to Lot 10 in it's entirety, which said alley is located in Block # 31 of Pekin Gardens Addition, in the City of Pekin, Tazewell County Illinois.

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SECTION III: That the Mayor and City Clerk are hereby authorized, respectfully, for and on behalf of the City of Pekin to execute and attest such documents as may be necessary to carry out the vacation of that portion of alleys as described herein.

SECTION IV: All ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION V: This Ordinance shall be in full force and effect from and after its passage, by vote of at least three-fourths (3/4) of the corporate authorities now holding office, and approval in the manner provided by law.

PASSED by the City Council of the City of Pekin, Illinois at its meeting held on the _____ day of _____, 2012.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINING: _____

APPROVED: this _____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK



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177337

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All interested parties are invited to attend the Council meeting and any interested persons will be given an opportunity to be heard.

By order of the Corporate Authorities of the City of Pekin, Illinois.
Sue E. McMillan
City Clerk
177337

3/23

CERTIFICATE OF PUBLICATION**THE PEKIN DAILY TIMES**

Gregg Ratliff, Publisher

Pekin, Illinois, March 23 20 12

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published 1 times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 23 day of March 20 12 in the City of Pekin, Tazewell County, State of Illinois: that publication of said notice was made in said newspaper as follows:

the first on the 23 day of March 20 12 ;
the second on the _____ day of _____ 20 _____ ;
the third on the _____ day of _____ 20 _____ ;
the fourth on the _____ day of _____ 20 _____ ;

I further certify that the face of the type in which each publication of the said notice was made was the same as the body type used in the classified advertising in the issue of the said newspaper in which such publication was made.

I further certify that said newspaper is a newspaper as defined in 'An Act' to revise the law in relation to notices' as amended by Act approved July 17, 1959.-III. Revised Statutes, Chap. 100, Para. 1-10.

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 87.80
Posters, Slips \$ 5.00
Total \$ 87.80

By Felicia Canamare

Hearing Vacating Alleys

PEKIN DAILY TIMESPO BOX 430
PEKIN IL 61555

(309) 346-1111

Fax(309) 346-9815

Advertising Invoice

1 Billing Period 03/2012		2 Advertiser/Client Name CITY OF PEKIN-PERSONNEL DIRECT	
23 Total Amount Due 87.80	*Unapplied Amount	3 Terms of Payment	
21 Current Net Amount Due N/A	22 30 Days N/A	60 Days N/A	Over 90 Days N/A
4 Page Number 1	5 Billing Date 03/23/12	6 Billed Account Number 3471	7 Advertiser/Client Number 3471

8 Billed Account Name and Address CITY OF PEKIN-PERSONNEL DIRECT 111 S CAPITOL PEKIN IL 61554		Amount Paid: Comments:
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Please Return Upper Portion With Payment

10 Date	11 Newspaper Reference	12 13 14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
03/23/12	418273 LEGAL AFF	177337 LEGAL NOTICE ONSTD 03/23 PDT LEGAL AFFADAVIT	92.00	1 0.90 5.00	87.80	87.80
Vendor No. _____ G/L Coding <u>100-004-5-510.00</u> Dept. Head Approval <u>SM 3/27/12</u> Acct. Dept. Approval _____ Project No. _____ <u>Ord Hearing Vacating Alleys</u>						

Statement of Account - Aging of Past Due Amounts

Due date: 04/07/12

21 Current Net Amount Due	22 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
N/A	N/A	N/A	N/A		87.80

PEKIN DAILY TIMES

(309) 346-1111

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 Invoice Number	25	Advertiser Information			
115030	4 Billing Period	6 Billed Account Number	7 Advertiser/Client Number	2 Advertiser/Client Name	
	03/2012	3471	3471	CITY OF PEKIN-PERSONNEL	

RESOLUTION NO. 34 – 11/12

**A RESOLUTION APPROVING THE CITY OF PEKIN ELECTRICITY
AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE**

WHEREAS, the City Council finds that the best interests of the City are served by establishing an opt-out electricity aggregation program and to implement the program according to the terms of the Illinois Power Agency Act, 20 ILCS 3855/1-1 et seq.; and

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, requires the City to develop a plan of operation and governance for the electricity aggregation program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Tazewell County, Illinois, as follows:

Section 1.

The City of Pekin Electricity Aggregation Program Plan of Operation and Governance, in substantially the form of the copy of said Plan attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The City's electricity aggregation program shall be operated and governed in accordance with said Electricity Aggregation Program Plan of Operation and Governance, the applicable provisions of the Illinois Power Agency Act, and any applicable rules and regulations that are now or in the future adopted pursuant to the Act.

PASSED AND APPROVED at its regular City Council Meeting, held on the 9th day of April, 2012.

MAYOR

ATTEST:

CITY CLERK

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8. Opt-In Program
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10. Program Education Initiative
11. Demand Management and Energy Efficiency Program
12. Power Supply Agreement
13. Pricing Methodology
14. Eligible Customer Service Classes
15. Supplier Selection Criteria
16. Selected Supplier Responsibilities
17. Liability
18. Miscellaneous

1) Purpose of Municipal Opt-Out Aggregation

In compliance with Illinois statute 20 ILCS 3855/1-92 of the Illinois Power Agency Act (“Act”) regarding aggregation of electrical load by municipalities, the City of Pekin (“Pekin”) has developed this Plan of Operation and Governance (“Plan”) explaining the process and procedures of Pekin’s Municipal Electricity Aggregation Program (“Program”). According to the Act, Pekin will serve as governmental aggregator authorized to collect all residential and small business electricity loads within Pekin’s municipal boundaries and seek bids from Alternative Retail Electric Suppliers (ARES).

This Plan has been prepared by Pekin officials in cooperation with Good Energy, L.P., the “Consultant”, to provide an understanding of structure, governance, operations, management, and policies of the Program to be utilized for residents and small businesses participating in the Program. The purpose in developing this Plan is to describe the uniform approach to the Program undertaken by municipal officials and Pursuant to 20 ILCS 3855/1-92, the load aggregation plan shall:

- Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service offered pursuant to the 20 ILCS 3855/1-92.

The Program is designed to reduce the amount Pekin residents and small businesses pay for electricity, and to gain favorable economic and non-economic terms in power supply contracts with ARES. Pekin shall seek fixed electricity prices for each eligible class of customers that may be lower than the comparable price available from the local distribution company, in this case Ameren (“Ameren”). Individual residential and small business retail consumers are unable to obtain significant price discounts since they lack the bargaining power, expertise and the economies of scale enjoyed by larger industrial consumers. The Program will band together numerous electric accounts, providing the benefits of competitive energy markets that work to benefit the smaller consumer.

Pekin does not own electric generation assets and will not purchase and resell electricity, but represents consumer interests as a governmental aggregator to set the terms for electricity

supply and service from competing ARES licensed with the State. Through a competitive bid process operated and managed by Consultant, Pekin will enter into a contract with an ARES for full-requirements retail electricity supply service. The contract is expected to be for a fixed price for a specified term. Pekin may contract with one or more ARES if necessary to meet the needs of participating residents and small businesses.

2) Background – Illinois Power Agency Act

On August 10, 2009, Public Act 96-0176 amended the Illinois Power Agency Act authorizing municipalities and counties to form electrical aggregations of residents and small businesses. The Act allows for the authorization to be given to municipalities only after the passage of a referendum, after which the utilization of an Opt-Out form of aggregation would comply with the statute. Once the referendum is passed the municipality can develop an aggregation program for the procurement of electricity supply to residential and small business customers.

Since the Act was amended, over 250 communities in both Ameren and Commonwealth Edison utility territories have passed referenda and will be going out to bid for electricity in this government purchasing arrangement. Municipalities are combining the electrical loads of their residents and small businesses in a Request for Proposal to alternative retail electric suppliers ("ARES").

On November 14th, 2011, in accordance with the requirements of the Act, the corporate authorities of the City of Pekin approved a resolution allowing a referendum question to be placed on the primary general election ballot to operate an Aggregation Program as an "opt-out" program. Under the opt-out program, all Ameren residential and small commercial retail customers in Pekin are automatically included as participants in the Program unless they opt-out of the Program by providing written notice of their intention not to participate in the Municipal Aggregation buying group. On March 20, 2012, the day of the primary election, a majority of citizens voted YES to the referendum question allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation.

In addition to passing the required ordinances by the Corporate Authorities, Pekin may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. Pekin will promptly file any application and comply with any applicable rules and regulations that may be required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the Corporate Authorities duly

published a notice in the local newspaper of general circulation, informing the public of two public hearings to raise questions or concerns about this Plan. The public hearings were held by the Corporate Authorities at City Hall and provided the residents of Pekin a meaningful opportunity to be heard regarding the Program and this Plan. The opt-out notice for the Program shall be provided in advance to all eligible electric customers in the municipality upon approval of this Plan according to the opt-out disclosure program developed by the Pekin officials. The opt-out notice and disclosures shall comply with the Act and all rules and regulations of the State of Illinois and shall fully inform such electric customers in advance that they have the right to opt-out of the Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the Program.

Pekin has retained Good Energy, LP ("Consultant") to assist with administering the Program, the Opt-Out process, managing the competitive bidding process and writing the Request for Proposal ("RFP") to help Pekin officials select the most suitable ARES and commodity product for participating residents and small businesses wanting to partake in the Program.

3) Opt-Out Process

Pekin will allow residents and small businesses an opportunity to Opt-Out of the Program in accordance with statute 20 ILCS 3855/1-92. Any resident or small business that follows the specified procedures to opt-out of the Program will remain on Ameren's standard service offer listed on the Ameren website. A listing of the Ameren customer rates can be found at www.Ameren.com/customer-service/rates-pricing.

Following the completion of the RFP and after Pekin has selected the ARES, and has successfully locked in a fixed supply rate, Pekin will share the eligible customer list with the selected ARES and they will have thirty (30) days from the receipt of the data to mail the opt-out notices to all eligible residential and small businesses included in the Program. This list will include all residential, and small commercial accounts that will realize savings through the accepted bid price. Furthermore, the City will not include residential customers receiving service through the space-heat, Power Smart Pricing, Hourly Supply Service, Real Time Pricing, RES Service, and /or net metering programs. During the Opt-out notification period, the winning Ares will operate an Opt-in for customers who are currently on Power Smart Pricing, Hourly Supply Service, and Real Time Pricing. This will ensure the maximum amount of participation for all customers under the program.

Opt-Out Notices: A notice will be sent to all residential and small business accounts that are deemed eligible by Pekin. See “Eligible Customer Service Classes” section. A sample of the notice is provided in Schedule A of this Plan. The contents of the notice will be on Pekin’s municipal letterhead so as to avoid confusion with any other offers by licensed ARES in the state.

Distribution of Opt-Out Notices: The selected ARES will be required to pay for the cost of printing and mailing of opt-out notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Ameren’s customer list. The selected ARES and Pekin will agree upon the format of the opt-out notice prior to mailing it to the eligible service classes. The selected ARES will mail opt-out notices to eligible residential and small business accounts.

Opt-Out Period: After the mailing there will be an Opt-Out Period of at least 15 days from the postmark date on the notice to postmark the return opt-out notice if they do not wish to participate in the Program. The opt-out notice will clearly notify the Resident and Small Business of the rates to be charged for electricity and other terms of the contract with the selected supplier. See Schedule A.

Customer support during Opt-Out Period: The selected ARES will have a toll-free phone number and website explaining the steps for opting out of the Program. If necessary the selected ARES will provide bilingual or multilingual customer support to explain the opt-out procedure to non-English speaking residents. During this period and through the initial procurement term the Consultant will provide a savings calculator (www.munienergychoice.com) as well as customer support for any and all issues not satisfied by Ares customer support.

Enrollment: Once the Opt-Out Period has passed the selected ARES will not enroll those Ameren customers opting out from Pekin’s Program. In the event that an eligible resident or small business is inadvertently omitted from the Program, the selected ARES shall use its best efforts to enroll that customer at the Program rate for the remaining term.

Early Cancellation Charges: During the RFP process, Pekin will negotiate the penalties associated with customer leaving the Program before the expiration date of the ARES Power Supply Contract. Typically leaving the program will precipitate an Early Cancellation Charge (ECC). Ordinarily this is a one-time charge not to exceed \$25.00.

Opt-out Steps Overview:

1. The selected ARES and Pekin will agree upon the format of the opt-out notice prior to mailing residential and small business customers.
2. The selected ARES will mail opt-out notices to all eligible customer service classes.
3. Recipients will have at least 15 days from the postmark on the notice to return notice to selected ARES if they want to be removed from the Program.
4. Recipients will be able to opt-out by returning an opt-out card via U.S. Mail to the selected ARES. The ARES will offer a toll-free phone number and website to aid recipients with the notice and the Opt-Out procedure. Further support will be provided by the Consultant through a website (www.munienergychoice.com).
5. Additionally, residential and small businesses who do not opt-out, per step 4 above, will receive written notification from Ameren stating that they are about to be switched. That notice will inform them that they have five (5) days to rescind the contract by contacting Ameren.
6. The selected Supplier will not enroll those accounts opting out of Program.

4) Request for Proposal-Summary

With the assistance of the Consultant, Pekin will issue a Request for Proposals ("RFP"), utilizing predetermined criteria based on technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Consultant will evaluate the bids received and will recommend a single ARES to serve as the electricity supplier to all eligible residents and small businesses within the municipal limits.

5) Consolidated Billing Procedures

On January 20, 2010, Ameren filed with the Illinois Commerce Commission a revised tariff in order to implement a purchase of receivables ("POR") with consolidated billing ("CB") service ("POR-CB Program") for the benefit of retail customers and retail electric suppliers ("RES"), pursuant to Section 16-118 of the Illinois Public Utilities Act. This allows for a single bill, administered solely by Ameren, where Ameren will invoice the Ameren regulated delivery charges and supply rate provided by the selected ARES contained in the Power Supply Agreement. Pekin will utilize the POR-CB Program with its Municipal Aggregation to permit

billing services of Ameren and the selected Supplier. Customers are expected to receive a single bill from Ameren that itemizes among other things, the cost of generation provided by the Supplier.

6) Credit Requirement and Default Procedures

Credit policies and procedures continue to be the responsibility of Ameren. Pekin will not be responsible for late or non-payments on the parts of any of its residents or small businesses. Pekin will have no separate policy with regard to Collection, Security Deposits, Application of Late Charges, Default, and Bankruptcy. Ameren follows the requirements of Title 83 of the Illinois Administrative Code Part 280. If there is a delinquent account, Ameren will send collection notices to the customer's mailing address of record for service charges rendered by Ameren, following established collection policies regardless of whether the customer participates in the Program or not. In the case of a POR-CB Program, the billing method the Program will utilize, the ARES receivable becomes Ameren's receivable and Ameren will be responsible for those collection efforts under Ameren's policy and requirements.

CUSTOMER INQUIRIES: Ameren operates a call center to assist customers with inquiries and resolve billing issues. Ameren has toll-free numbers to contact the call centers printed on the electric account holder's bills. For non-residential customers, the toll-free numbers are 1-800-755-5000 for residential and 1-800-659-4540 for business customers.

7) Program Move-in and Move-outs

Moving to Pekin from another municipality: Residents and businesses that move into Pekin will NOT be automatically included in the Program. Residents that want to opt-in to the Program may contact the ARES to obtain enrollment. It is likely that residents opting-in at a later date will receive the same price, terms, and conditions. However, due to energy markets and economic forces, there is no guarantee that a resident can Opt-in under the same terms and conditions. Pekin will seek to negotiate a favorable Opt-in program with the selected ARES that will be cost beneficial to the Program overall. Residents and small businesses that have left the Program and wish to return are handled the same way as a resident or small business moving into Pekin, aforementioned in this section.

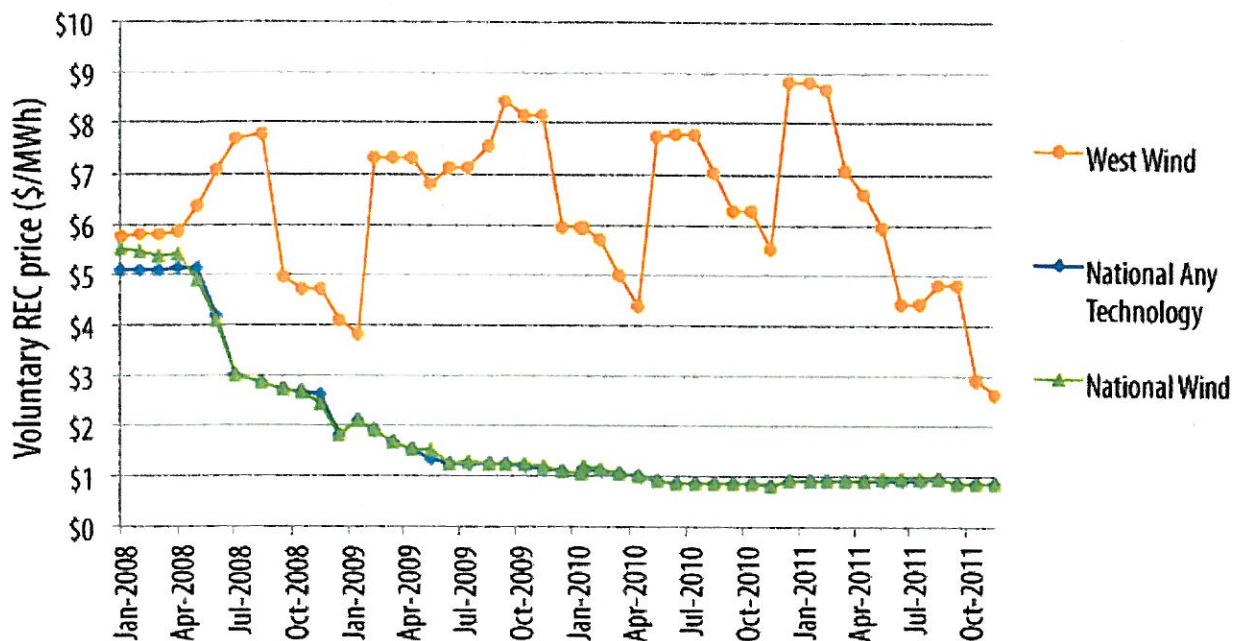
8) Opt-in Program

An “Opt-in customer” is a resident and/or small business in Pekin that may request to join the Program after the expiration of any opt-out period or enrollment period. To opt-in, the Opt-In customer must contact the selected ARES or the Consultant to join. The acceptance of an Opt-in customer to the Program is subject to written policies mutually agreed upon between Pekin and the selected ARES in the Power Supply Agreement.

9) Green Power – Renewable Energy

Electricity will come from 100% renewable solar and/or wind power and will be provided in the form of a fully-bundled electricity product, presumably satisfied by using Renewable Energy Certificates (RECs). Each REC represents the attributes of 1000 kWh (1 MWh) of electricity generated by said renewable generating technologies. Both the REC and the winning supplier will be Green-e certified and/or the RECs will be sourced through PJM-registered renewable sources in order to satisfy the precise mix of green power necessary to achieve the goal of environmental steward in the community.

Though there is a preference for Illinois-generated renewable electricity, this electricity may come from other U.S. States. With approximately three billion kWh at stake, this renewable requirement is forecasted to provide avoidance of more than 4.2 billion lbs of carbon dioxide (CO₂) emissions from conventional power plants using non-renewable fossil fuels. The annual cost of renewable power in the voluntary market has tumbled by more than 500% for National Wind RECs since 2008 (see graph below), providing enormous value and buying opportunity.



U.S. Department of Energy

Voluntary REC prices, January 2008 to December 2011

Sources: [Spectron Group](#) (2012)

Additional benefits of requiring renewable power include the following:

1. Incentive for local business development
2. Foundation for new/enhanced curricula for Illinois students:
 - <http://www1.eere.energy.gov/education/lessonplans/default.aspx>
 - <http://www.eia.gov/kids/>
 - <http://www.epa.gov/students/>
 - <http://www.fsec.ucf.edu/en/education/index.htm>
 - <http://www.nesea.org/k-12/cleanenergyforacleanenvironment/>
 - <http://www.nrel.gov/learning/>
 - <http://www.need.org/>
3. Potential to add to economic development for the State with regard to new renewable generation investment.

10) Program Education Initiative

The ARES shall develop the educational program in conjunction with the Pekin officials. Its purpose will be to explain the Program to eligible residents and small businesses, provide updates, offer customer support during the term of the agreement, and provide the opportunity for participants to Opt-out of the Program.

Each residential and small business customer of Ameren within the corporate limits of Pekin will receive a notification by mail explaining the Program, the procedure which must be followed to Opt-out of the Program, the fixed electricity rate the municipality contracted for on behalf of participants in the Program, termination policies, and the deadline to return the Opt-Out letter.

Pekin, along with the selected ARES, will develop an education initiative that will inform residents of the specifics of the program. The education initiative may contain, but is not limited to the following:

1. Mailings
2. Community Meetings
3. Advertisements
4. Program Website
5. Toll-Free Information Line
6. Informational Videos
7. Calculators (web-based)

11) Demand Management and Energy Efficiency Initiative

Reduced energy costs should in no way be considered a license for increased usage. For that reason, no energy plan is complete without balancing reduced supply cost for end-users with some method(s) for demand side management and reduction. Online calculators serve as a simple and effective tool for increasing awareness on the topic. For the purposes of this program, an online calculator will be built and may be hosted on both the municipal website and www.munienergychoice.com. This online calculator would have two stages, accomplishing the following:

- Provide overall savings using existing utility rate vs. new supplier offer

- Lighting is often considered the “low-hanging fruit” for demand reduction. It represents approximately 14% of all residential electricity consumption in the U.S. Switching from incandescent light bulbs to Compact Fluorescent Lights (CFLs) or Light Emitting Diodes (LEDs) can lower usage in the average home by 75% to as much as 85% respectively. Calculator function would build on the stage above by calculating the approximate reduction in usage and cost from switching to these newer lighting technologies, both in terms of a dollar amount and percentage of cost.

Additionally, utilities very often provide incentives to customers in the form of rebates for making lighting and/or other appliance improvements. These efficiency rebates are published on both of Illinois’ primary utilities and should be included on both the municipal website as well as www.munienergychoice.com.

- Ameren: <http://www.actonenergy.com/for-my-home/residential-incentive-programs>
- ComEd: <https://www.comed.com/home-savings/pages/default.aspx>

The municipality will work with the selected ARES and Consultant to develop “Pekin’s Energy Efficiency Program”. This initiative will provide a resource where residential consumers can find information about home energy efficiency measures. Education about demand management can be provided to homeowners such as identifying the newest lighting technology or the latest efficiency rebate information. A call center can be established to answer questions on retrofitting home heating and lighting systems. A page on the city website can be offered. The city will work with Ameren to provide specific information about utility rebate programs.

Ameren programs: www.Ameren.com/home-savings

- Lighting Discounts
- Refrigerator Recycling
- Clothes Washer Rebates
- Central AC Cycling
- System Replacement
- Home Energy Assessment
- Multi-Family Efficiency

12) Power Supply Agreement – General Terms

After the RFP process, Pekin will have the option to execute a Power Supply Agreement (“Agreement”) with the selected ARES.

Bids by prospective ARES shall provide 12 month, 18 month, 24 month and 36 month terms. Pekin will select the length of term that offers the most protection against future increases in energy prices. At its discretion, Pekin will set the time duration of any subsequent contract term.

The agreement shall specify the approved rates and the power mix for the Program, and shall disclose all additional or ancillary fees.

The agreement shall require the ARES to maintain all required licenses and qualifications, and to provide all services required by the RFP.

The Agreement shall require the ARES to provide all services in compliance with this Plan, as may be amended.

The ARES must agree not to solicit or contract directly with eligible residents or small businesses in the Program for service or rates outside the aggregation, and agrees not to use the customer data and information for any other marketing purposes.

The ARES must agree to indemnify and hold Pekin harmless from any claims, causes of action, damages, judgments, and financial obligations arising from the Program.

The ARES shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security, as the municipality deems necessary.

The Agreement may provide that the ARES will assist Pekin in developing a Program Education Initiative.

Termination of Service

End of Term: the Power Supply Agreement with the ARES will terminate upon its expiration.

Early Termination: Pekin will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include, but are not limited to the following:

Breach of confidentiality regarding customer information;

The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification;

The Utility's (Ameren) termination of its relationship with the ARES;

Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation, or bad faith practice;

Billing in excess of the approved rates and charges;

Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges;

Failure to perform at a minimum level of customer service required by Pekin;

Upon termination for any reason, Pekin will notify the Utility to return the residents and small business accounts to the Default Tariff Service. Upon termination, each account holder participating in the Program will receive written notice from Pekin of the termination of the Program.

13) Pricing Methodology

Pricing Methodology: Pekin intends to establish a price for the purchase of electricity for the Program. This will be the Program Rate measured in price per kilowatt-hour. The rate will include traditionally bundled renewable power components in the form of Renewable Energy Certificates (RECs) and will reflect various lengths of terms, contractual benefits and possible hold premiums.

Commodity Price: Pekin and the Consultant will request and receive from the selected ARES consistent market price quotes. The daily market price quotes will detail the line item costs of energy supply, capacity, transmission, ancillary services, and additional margin available to Pekin and the Consultant that day. The market price quotes will be reviewed by the Consultant to establish that the specific pricing details are consistent with market prices and tariffs and are consistent with the terms of the Power Supply Agreement. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform Pekin officials of the price and pricing components and recommend acceptance. If accepted, Pekin will affirm acceptance of the commodity price verbally and in writing to the selected ARES.

The ARES invited to bid will quote rates for the following energy mixes and terms:

- a. Lowest Traditional Power Price – The lowest priced electricity supply available from an ARES using, at a minimum, 100% renewable energy consistent with the Illinois Renewable Portfolio Standard (RPS) or similar Renewable Purchase Obligations (RPO) required by law.
- b. Price Match – The lowest price that supports a “Utility Price Match” meaning the ARES will be required to match future Ameren tariff rates in the event the Ameren tariff rates decrease in price below the Program price per kilowatt-hour.
- c. 100% Renewable - Electricity where 100% of the energy used by the aggregated accounts will be offset by Renewable Energy Credits. Renewable Energy Credits shall be Green-e certified and/or the RECs will be sourced through PJM-registered renewable sources.

14) Eligible Customer Service Classes

After selecting and contracting with an ARES, Pekin will work with the ARES, to remove any customers determined to be ineligible due to one or more of the following:

- Customer is not located within the municipal territory limits
- Customer is locked into an power supply agreement with an ARES
- Customer receiving Ameren “FREE” service
- Customer has hourly rate (real time pricing)
- Customer is on Ameren’s all-electric heating rate or space heating rate.
- Customer on Ameren bundled hold.
- Customer less than 100kW peak demand

The Retail Customer Identification Information will remain the property of the municipality, and the ARES will comply with the confidentiality and non-compete provisions in the Supply Agreement.

After the Retail Customer identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the municipality.

The ARES shall treat all customers equally and shall not deny service to any customer in the Program, or alter rates for different classes of customers unless authorized by Illinois state law or administrative code.

15) Supplier (ARES) Selection Criteria

ARES responding to the RFP will be measured on the basis of Illinois licensing and certification standards, Price, Program marketing, experience and quality of the response. The ARES will also hold Pekin harmless of any financial obligations or liability that may arise as a result of the Program.

ARES Selection Criteria

- Price per kWh and corresponding terms
- Power Supply Contract flexibility
- Proof of financial solvency and investment grade credit rating
- Quality of response to Request for Proposal
- Program Marketing Plan and Informational outreach
- Municipal Aggregation Experience
- Municipal Opt-Out Experience
- Certified as an Alternative Retail Electricity Supplier in the State of Illinois
- Compliant to Purchase of Receivables-Consolidated Billing ("POR-CB Program")
facilitating Ameren single billing to participants in the Program.

16) Selected Supplier Responsibilities

Pekin will use a competent entity as an ARES to perform and manage aggregation services for the Program. The ARES shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including, but not limited to no switching fees and the conditions under which Program participant may opt-out without penalty.

The ARES must provide Pekin and Consultant, upon request, an electronic file containing the Program participant's usage, charges for retail supply service and such other information reasonably requested by Pekin or the Consultant.

The ARES shall create and maintain a secure database of all Program participants. The database will include the name, address, Ameren account number, and the ARES's account number of each active Program participant, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Supplier will develop and implement a program to accommodate participants who (i) leave the Program due to relocation, opting-out, etc. (ii) decide to join the Program; (iii) relocate anywhere within the corporate limits of the municipality, or (iv) move into the municipality and elect to join the Program. **(See Appendix A of this Plan)**

Education: The ARES shall develop and implement an educational program that generally explains the Program to all residential and small business customers.

ARES will provide updates and disclosures mandated by Illinois law and applicable rules and regulations, and implement a process to allow any participant the opportunity to opt out of the Program according to the terms of the Power Supply Agreement.

Customer Service: Supplier shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant's inquiries and complaints about billing and answer questions regarding the Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how participants may remit payment, and how collection of delinquent accounts will be addressed. The ARES and Pekin will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

Billing: Ameren will provide a monthly billing statement to each Program participant, which shall include ARES charges. The ARES will not charge any additional administrative fee.

Compliance Process: The ARES shall develop internal controls and processes to ensure that Pekin remain in good standing as a Governmental Aggregator and ensure that the Program complies with the Act and all applicable laws, rules and regulations, as they may be amended periodically. It will be the ARES responsibility to deliver reports at the request of the municipality in a timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality; (iv) comparison of the participants charge for the supply of electricity from one designated period to another identified by the municipality. The ARES shall also develop a process to monitor and shall promptly notify in writing any changes or amendments to the Act, laws, rules or regulations applicable to the Program.

Notification to Ameren: The residential and small business customers in Pekin that do not opt-out of the Aggregation Program will be enrolled automatically in the Program by the Supplier. Eligible residents and small businesses included in the Program will not be asked to take affirmative steps to be included in the aggregation group. To the extent that Ameren requires notification of participation, the ARES shall provide such notice to Ameren. Periodically, the ARES will inform Ameren, through electronic means, any new members that it is enrolling into the Aggregation Group.

17) Liability

Pekin shall not be liable to residents or participants for any claims, however styled, arising out of the Program or the provision of aggregation services by the municipality or the ARES.

Participants or members in the aggregation group shall assert any such claims solely against the ARES pursuant to the power supply agreement.

18) Miscellaneous

The operation of Pekin's Aggregation Program may be impacted by any of the following:

- Amendments to the Act
- Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended.
- Illinois Commerce Commission (ICC) rules and regulation as may be enacted or amended.
- Ameren tariffs as approved or amended periodically by the ICC.
- Federal, state, and local laws.

-
- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

Pekin will maintain a copy of this Plan of Operation and Governance on file at its administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any potential or existing Program participants in accordance with the municipal rules for copying public documents.

Appendix A – Sample Opt-Out Notice

RESOLUTION NO. 35-11/12

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

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1- 92, permits a municipality, if authorized by referendum, to adopt a resolution by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the City of Pekin ("City"), in a referendum held on March 20, 2012, submitted the public question of whether it should operate the program as an opt-out program; and

WHEREAS, the referendum passed by a majority vote of the qualified electors voting on the question; and

WHEREAS, the City Council finds that the best interests of the City are served by entering into an agreement with the lowest responsible bidder, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the City and to arrange for competitive electric supply to these retail electrical accounts; and

WHEREAS, because electricity is a commodity for which supply bids typically are made each morning and expire the same day at the close of business, the City must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Tazewell County, Illinois, as follows:

Section 1.

The Mayor (or Mayor's designee) of the City of Pekin, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Pekin, Illinois, be and the same is hereby authorized to attest to said execution of a service agreement with the lowest responsible bidder for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, said execution and attestation to take place within the applicable time constraints required by the bidder; provided, however, that the energy price to be paid per kilowatt hour pursuant to the agreement is less than the default rate currently in effect, resulting in savings for the City's residential and small commercial retail customers.

Section 2.

This Resolution shall be effective immediately and shall remain in effect until such time as the year 2012 electricity aggregation program electric supplier selection process has been completed.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2012.

APPROVED BY THE MAYOR this _____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

Resolution No. 21-11/12

**A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORS
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THE
QUESTION WHETHER THE CITY OF PEKIN SHOULD HAVE THE
AUTHORITY UNDER 20 ILCS 3855/1-92 TO ARRANGE FOR THE SUPPLY OF
ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL
CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

WHEREAS, recently, the Illinois Power Agency Act (20 ILCS 3855/1-92) entitled "Aggregation of Electrical Load by Municipalities and Counties" (hereinafter referred to as the "Act"); and

WHEREAS, under the Act if the City seeks to operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, that prior to an adoption of an ordinance to establish a program, the City must first submit a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out aggregation program for residential and small commercial retail customers; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City of Pekin to operate the aggregation program under the Act as an opt-out program and to submit the questions to the electors in a referendum pursuant to the Act; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE
AUTHORITIES OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, as
follows:**

Section 1. The Corporate Authorities of the City of Pekin find that the recitals set forth above are true and correct and includes the recitals in the Resolution.

Section 2. The Corporate Authorities find and determine that it is in the best interests of the City of Pekin to operate the aggregation program under the Act as an op-out program.

Section 3. In the event such question is approved by the majority of the electors voting on the question at the regular election March 20, 2012, the Corporate Authorities may implement an opt-out aggregation program and, if the City's Corporate Authorities adopt the program, the City shall comply with all the terms and provisions of the Act.

Section 4. The City Clerk is directed to certify and submit on or before January 12, 2012, the following question to the Tazewell County Clerk to be placed on the ballot for the general election to be held on March 20, 2012, in the following form:

“Shall the City of Pekin have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program? YES/NO

PASSED AND APPROVED THIS _____ day of _____, 2011.

AYES _____

NAYS _____

MAYOR

ATTEST:

CITY CLERK

PRESS RELEASE: INFORMATION ON MUNICIPAL ELECTRIC "OPT-OUT" AGGREGATION FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL ACCOUNTS.

The City of Pekin has enrolled with the Good Energy Central and Southern Illinois (CSI) Buying Group to provide electricity supply cost savings for its residents and small commercial retail businesses.

Good Energy has so far enrolled over 100,000 households in the Central Illinois region. The resulting buying power will help secure the lowest rate possible.

Good Energy is an energy consultant. They will NOT be sending any electricity offers in the mail directly to residents. Good Energy will only be mailing residents as part of an education campaign to explain how the municipal aggregation process works.

If you wish to participate in the municipal aggregation program, do not sign up with an alternative supplier now. Any accounts already enrolled with an alternative supplier are unable to participate in the program.

Given current market conditions, electricity supply cost savings are forecast to be approximately \$125 - \$150 per household per year.

Timeline of the Municipal Aggregation Process*:

1. November – March 20th, 2012: Education of residents and small commercial retail businesses on the municipal aggregation program.
2. March 20th, 2012: Referendum.
3. March – April, 2012: Aggregation Plan of Operation and Governance published by "The City of Pekin". Two public hearings to be held.
4. May, 2012: The electric "load" of all residential and small commercial retail accounts are put out to competitive bid with Alternative Retail Electric Suppliers (ARES). Only then does the City of Pekin make a decision about moving forward. Any executed electric contract will be with the winning supplier.
5. May – June, 2012: The "Opt-Out Period" commences. All residents and small commercial retail accounts will receive a direct mailing from the winning supplier explaining the savings offer while also giving them an opportunity to "Opt-Out" of the program.
6. June – July, 2012: All accounts that have not opted out are transitioned from Ameren to the winning supplier. Ameren sends out the first "consolidated" bill with the new supplier, which will also provide a second opportunity to "Opt-Out".

ALL RESIDENTS AND SMALL COMMERCIAL ACCOUNTS WILL CONTINUE TO RECEIVE ONE BILL. ALL DELIVERY AND TRANSPORTATION COSTS WILL CONTINUE TO BE PAID TO AMEREN. RESIDENTS WILL RECEIVE EXACTLY THE SAME LEVEL OF SUPPORT FROM AMEREN.

For further information call the "Good Energy CSI" Hotline: 309-245-4566 or visit our website at www.goodenergy.com/csi

10/27/2011



City of Pekin Inspection and Zoning

111 South Capitol Street • Pekin, Illinois 61554 • (309) 477-2315

February 21, 2012

To whom it may concern:

The City of Pekin is proposing a Zoning Code change for the property located in the Original Riverway Business Park. The code change would allow storage buildings and warehousing in the original business park by a special-use permit only. The property that would be affected is described as follows:

10-10-10-100-035
SEC 10 T24N R5W
Riverway Business Park Pt. of N $\frac{1}{2}$ of W $\frac{1}{2}$ of BLK 1 NW $\frac{1}{4}$
Book VV Pages 147/ 148

If you have any questions please feel free to contact me at (309)477-2315.

Sincerely,

Ronald W. Sieh
Code Enforcement Officer
City of Pekin

Pekin Planning Commission Hearing #5 (03-1854) March 14, 2012

Amend the zoning code to allow storage buildings and warehousing by special-use permit only in the Original Riverway Business Park

9-8A-3 SPECIAL USES: The following uses may be permitted, subject to review and approval of the City Council after a public hearing and recommendation of the Pekin Planning Commission, and subject to any conditions imposed for each use.

(ADD) 9-8A-3G Warehousing used for storage of personnel property or vehicles (Original Riverway Business Park only)

9-8A-4: PROHIBITED USES: The following uses shall be prohibited in the PUD-Business Park District.

(ADD) 9-8A-4J Warehouse used for storage of personnel property or vehicles (see section 9-8A-3G)

ORDINANCE NO. 2658-OA-11/12

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 8A, SECTION 3 AND
TITLE 9, CHAPTER 8A, SECTION 4 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING BUILDING AND WAREHOUSING SPECIAL USES
IN THE ORIGINAL RIVERWAY BUSINESS PARK**

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

WHEREAS, the City 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 City Council believes it is appropriate and reasonable to modify the provisions with respect to signs, canopies, and string lights in a B-2 (Central Business District);

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

1. That Title 9, Chapter 8A, Section 3 be amended by adding the following language:

G. Warehousing used for storage of personal property or vehicles (Original Riverway Business Park only – RWBP)

2. That Title 9, Chapter 8A, Section 4 be amended by adding the following language:

J. Warehouse used for storage of personal property or vehicles
(see section 9-8A-3G.)

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

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

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

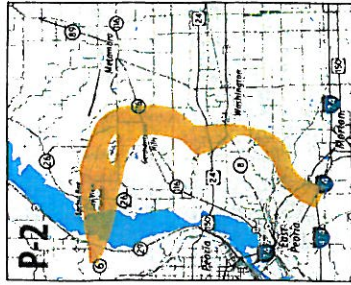


Riverway Business Park Block 1

- Legend**
- parcels
 - Block_1

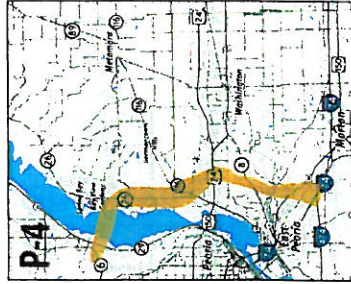


CORRIDORS RECOMMENDED FOR ADDITIONAL STUDY



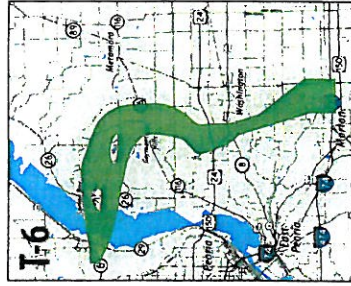
Corridor P-2

- Intersects I-74 at I-474
- Intersects IL 6 near Mossville
- Runs west of Washington
- Runs east of Germantown Hills



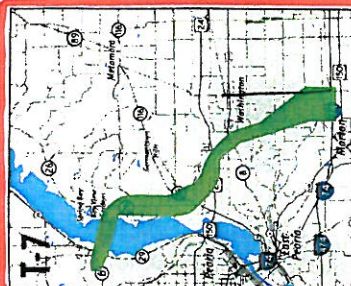
Corridor P-4

- Intersects I-74 at I-474
- Intersects IL 6 near Mossville
- Runs west of Washington
- Runs east of Germantown Hills



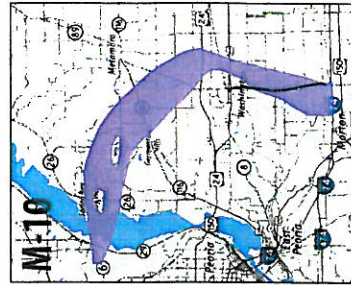
Corridor T-6

- Intersects I-74 near Tennessee Avenue
- Intersects IL 6 near Mossville
- Runs west of Washington
- Runs east of Germantown Hills



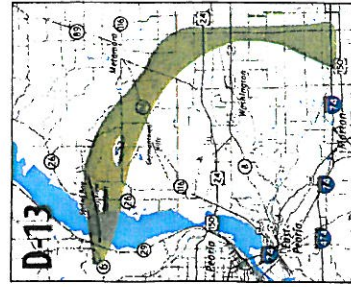
Corridor T-7

- Intersects I-74 near Tennessee Avenue
- Intersects IL 6 near Mossville
- Runs west of Washington
- Runs west of Germantown Hills



Corridor M-10

- Intersects I-74 near Main Street
- Intersects IL 6 near Mossville
- Runs east of Washington
- Runs east of Germantown Hills



Corridor D-13

- Intersects I-74 near Dee-Mack Road
- Intersects IL 6 near Mossville
- Runs east of Washington
- Runs east of Germantown Hills

The Corridor Development Process

At a public meeting for the Eastern Bypass Study held in 2009, the Study Team presented for review and comment twenty potential corridor locations, developed in collaboration with the Study's Community Advisory Group (CAG). At today's meeting, the focus is on six corridors that are recommended to carry forward for further evaluation. The process used to reduce the number of corridors from twenty to six is explained in detail at today's meeting and is summarized below.

Beginning with Twenty

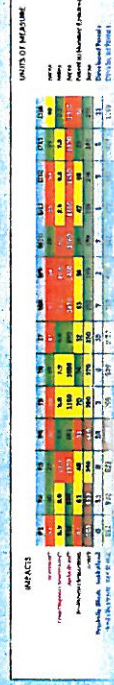
At a CAG meeting earlier in the process, the CAG members were asked to draw their ideas about corridor locations, using the Study's problem statement and initial environmental mapping as guides. This exercise resulted in the identification of twenty initial corridor locations. These corridors were grouped into six color-coded sets and presented to the public for comment at the public meeting mentioned above.

Refining to Fourteen

The public comments on these corridors were reviewed by the Study Team, with summaries presented to the CAG members. Based on review of these comments, and on initial corridor analyses conducted by IDOT, the Study Team began the process of identifying a smaller number of corridors for more detailed analysis. By the end of this task, the Study Team was able to consolidate the original twenty corridors into fourteen, combining those that were very similar and removing those that were otherwise not feasible while still maintaining CAG member

How to Read the Corridor Comparison Matrices

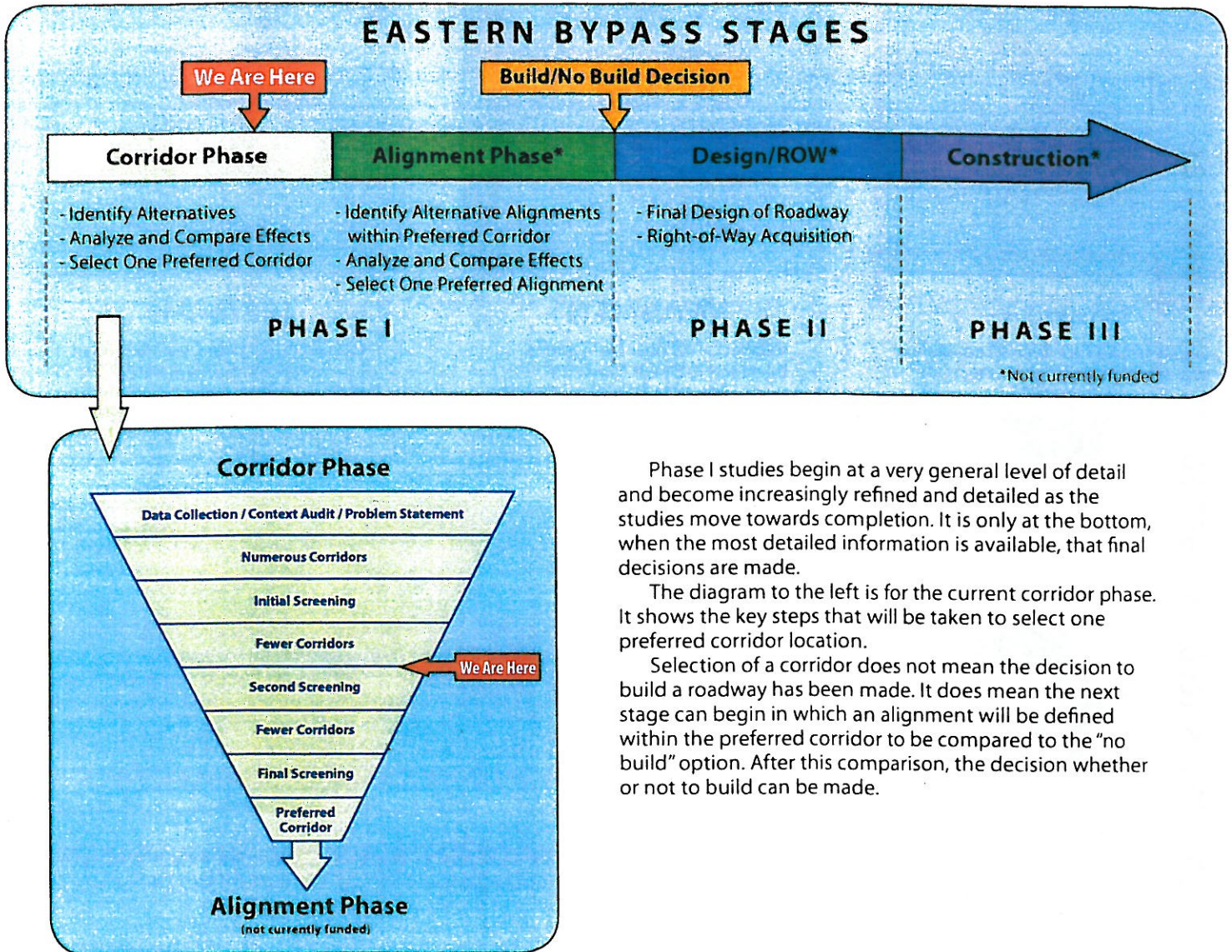
The corridor matrices on display at today's meeting present a large amount of information in a format that simplifies the task of comparing the corridors. These matrices are presented with the corridors in columns and the benefits of impacts (depending on the individual matrix) in rows, as shown in the partial example below (in this case, from the impacts matrix), in used for each category are shown in the column on the right.



Eastern Bypass Study – Phase I

The Eastern Bypass Study is in Phase I of the highway development process. In Phase I, the route location for the project is established and its benefits and impacts are identified. In Phase II, the actual design plans are drawn and any land necessary for right-of-way is purchased. Phase

III consists of construction, operation and maintenance of the facility. In the case of the Eastern Bypass Study, Phase I has been divided into two parts, a Corridor Study and an Alignment Study. As shown below, the Corridor Phase for the Study is approximately seventy-five percent complete.



Phase I studies begin at a very general level of detail and become increasingly refined and detailed as the studies move towards completion. It is only at the bottom, when the most detailed information is available, that final decisions are made.

The diagram to the left is for the current corridor phase. It shows the key steps that will be taken to select one preferred corridor location.

Selection of a corridor does not mean the decision to build a roadway has been made. It does mean the next stage can begin in which an alignment will be defined within the preferred corridor to be compared to the "no build" option. After this comparison, the decision whether or not to build can be made.

We Want To Hear From You!

We need your comments on the corridor locations. The CAG members have been an excellent resource for this study, but now it is your turn to provide input on the corridors under consideration. Please review the maps and other information on display. Then, discuss your questions and comments with the IDOT Study Team members and CAG members who are here today.

You will notice that an individual comment form has been prepared for each corridor recommended for further study. There is also a form for the corridors recommended to be

dropped and one for general comments about the study. We urge you to use these forms to share your comments and suggestions with us. Please feel free to submit as many forms as are necessary for your comments.

Once we have reviewed all the comments received, we will summarize them and submit them to the CAG members for their review. We will then move forward with more detailed analyses, eliminating corridors that are least desirable and modifying others, as necessary.



Eastern Bypass Study

February 21, 2012

Summary of Current Corridor Alternatives, January 4, 2012

- Page 1 has small depictions of the fourteen corridors originally identified for analysis.
- Page 2 shows a matrix of estimated benefits and impacts for all fourteen corridors analyzed. The six recommended for further analysis are identified by the word “keep” above the appropriate column.
 - To aid in reading the matrix, the benefit and impact data are color coded. Numbers colored in green are better with respect to the other corridors for the particular benefit or impact category.
 - Numbers colored in red are worse when compared to the other corridors for the particular category.
 - Units of measure for the benefit categories are listed at the bottom of the page.
 - A similar matrix that only shows the benefits and impacts for the six corridors recommended for further study can be found on the Study’s website by clicking on “Study Documents” and then selecting “3rd Public Meeting (Open House).” Then click on the document link entitled, “Evaluation Matrix.”
- Pages 4 through 9 have depictions of the six corridors currently recommended for further study along with short summaries of why they were kept for more analysis.

- The corridors were grouped into “families” based upon where they would connect to Interstate 74. (“P Corridors” connect close to Pleasant Hill Road. “T Corridors” connect near Tennessee Avenue. “M Corridors” connect near Main Street. “D Corridors” connect near Dee-Mack Road.)
- Corridors were typically compared within their corridor families first, but at times were also compared with other corridors, as noted in the summaries.
- Due to space limitations, these summaries do not show all of the impact categories, but all categories were considered in the evaluation process of which corridors to keep. The ones shown here were impact categories commonly referenced as distinguishing factors amongst the corridor alternatives.
- This document can be found on the Study’s website at www.easternbypass.com. Click on Study Documents in the header, and then select Miscellaneous Information. Then click on the document entitled, “Summary of Current Corridor Alternatives January 2012.”

If you have any questions, please contact Mr. Mike Lewis at 309-671-3454 or at Michael.L.Lewis2@illinois.gov



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Pekin Fire Department

AGENDA ITEM:

AGENDA DATE REQUESTED: 04/09/2012

ACTION REQUESTED: Approval of Intergovernmental agreement

DESCRIPTION: Intergovernmental Agreement between Pekin Park District and City of Pekin for shared use of the old 'bath house' as a training facility/Park District board room.

FINANCIAL IMPACT: No additional funding above current budget.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Approval will allow for a centrally located permanent location to conduct classroom training for the Pekin Fire Department. This location will have adequate parking for our vehicles, and will benefit the Fire Department as well as the Park District.

IMPACT IF DENIED: The Fire Department will continue to have to work to find classroom locations on a continual basis with trainings having to be cancelled or changed based on availability of training rooms.

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.
X	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: march 29, 2012

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PEKIN AND
THE PEKIN PARK DISTRICT.

1. TERM. This agreement shall begin on the 1st day of MAY, 2012 and shall be renewed after the initial 10 year terms, upon the mutual agreement of both parties. If the satisfactory shared use of the buildings and grounds cannot be continued due to the change in long term planning of the City or the Park, either party may terminate this agreement with a 24 month written notice to the other.

Notices shall be served at the addresses shown below:

City of Pekin
111 S. Capitol
Pekin, IL 61554

Pekin Park District Director
1701 Court St.
Pekin, IL 61554

2. SHARED USE OF BUILDINGS AND GROUNDS. The Park District agrees to share the use of the building known as the Park District Corporate Offices, specifically, the old pool house women's changing rooms, for the City of Pekin Fire Department to conduct its trainings and meetings. The area to be utilized shall be remodeled into a training room/boardroom. It is contemplated that the Fire Department will utilize the facility during the day time hours, and occasionally in the evening. The Park District and the City will develop a schedule that enables both parties to utilize the boardroom/training room to its full potential, to meet the needs of both parties.

Personal property brought in by either party shall remain the sole property of the party that provides said personal property. Personal property items that are attached to the real estate, and become fixtures, as a permanent portion of the building, shall remain the property of the Park District.

3. REMODELING OF FACILITY. The City and the Park District agree to make improvements to the facility in a manner such that the boardroom/training room will be beneficial to both parties. The City has developed a plan and appropriate prints for the remodeling, which are attached as Exhibit A hereto and incorporated herein. The cost of construction, including labor costs and materials, shall be borne by the City of Pekin/Fire Department. In the event this agreement is terminated within the first five years, by the Park District, the Park District shall repay to the City of Pekin/Fire Department 80% of the costs of construction.

4. WAIVER OF CLAIMS AND HOLD HARMLESS. Each party to this agreement shall indemnify and hold harmless the other party, for all claims, liabilities, arising out of its use of the premises, and its negligence or its performance under this agreement. This waiver and indemnification is mutual, and includes the obligation to defend, as well as to indemnify and hold harmless.

5. MINIMUM INSURANCE REQUIRED. The Park agrees for itself, its successors and assigns to name the City as an "additional insured" for liability insurance coverage. The City agrees to name the Park as an "additional insured" on its liability coverage.

6. The parties contemplate being able to reach a reasonable agreement with respect to the prorating of heat and electricity costs, based upon increased use. Specifics of such proration shall be included by way of amendment, after usage, information and cost data is available to the parties.

7. USAGE. Each party shall have the non-exclusive use of the facility, with the Fire Department having priority of scheduling for daytime activities, and the Park District having priority of scheduling for evening activities.

Each party shall have the right to schedule approved activities when the facility is not in use by the party having priority.

Use by the Fire Department shall be only for purposes of training Fire Department personnel and for meeting concerning the same, including the training of personnel from surrounding communities and from surrounding Fire Districts.

Use by the District shall be only as a meeting room for the Park Board, park staff and committees, fair board, foundation board, special recreation board, and any other boards and commissions directly associated with the District.

The Fire Department shall have the right to use the parking lot on the north end of the Administration Building behind the Miniature Golf facility for the parking of the fire engines and equipment and for the parking of fire trainees and personnel. That portion of the parking lot can also be used by the Fire Department for any outdoor training sessions as approved by the District on a case by case basis.

Any expansion of use shall be by mutual agreement.

Date: March 22, 2012

CITY OF PEKIN

By: _____
Its _____

Robert N. Blackwell
PEKIN PARK DISTRICT

By: Robert N. Blackwell
Its Director

RESOLUTION NO. 12 – 2

A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEKIN FOR THE CONSTRUCTION AND USE OF A PARK DISTRICT MEETING ROOM AND A FIRE DEPARTMENT TRAINING FACILITY

Whereas, the City of Pekin, Illinois, (the "City") is desirous of acquiring a facility to be used for the training of its Fire Department Personnel and periodic training of such personnel from other local fire departments; and

Whereas, the 1970 Illinois Constitution (Article XII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220/1-220/8) provide authority for intergovernmental cooperation; and

Whereas, the Pekin Park District, (the "District"), has an unimproved area in the rear portion of its Administration Building that can be developed into a meeting room for the District and a training facility for the City Fire Department; and

Whereas, the District and the City have negotiated a certain Intergovernmental Agreement, a copy of which is attached hereto as "Exhibit A", which Agreement will be executed by the authorized representatives of the District and the City, said Agreement setting forth the terms and conditions of the construction and development of said facility at City expense; and

Whereas, the construction and development of the facility will be of mutual benefit to the City of Pekin and to the Park District.

NOW THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of Pekin Park District, Tazewell and Peoria Counties, Illinois, as follows:

Section 1. That the Intergovernmental Agreement with the City of Pekin, a copy of which is attached hereto as Exhibit "A", is hereby approved as submitted.

Section 2. That the Director of Pekin Park District, be and is hereby authorized and directed to execute on behalf of the Park District, the Intergovernmental Agreement, in the form attached hereto as Exhibit "A".

ADOPTED this 22nd day of March, 2012, by the Board of Park Commissioners of Pekin Park District, Tazewell and Peoria Counties, Illinois.

Pekin Park District, Tazewell
and Peoria Counties, Illinois

By: 
Robert N. Blackwell
Director



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Stormwater Easement – Farrell Property

AGENDA DATE REQUESTED: April 9, 2012

ACTION REQUESTED: Approve the easement for temporary and permanent access to property owned by James Farrell for the purpose of maintaining a stormwater line.

DESCRIPTION: Several years ago a problem with stormwater drainage from St. Clair Drive was eroding property owned by Dr. Farrell. To correct the problem a drain line was installed. Recently the line from St. Clair required replacing and it involved setting a manhole and correcting the connection of the cross drain line on the Farrell property. It was noted then that there had never been an easement created for access to the line. This proposed easement will provide that access so that this project can be completed.

FINANCIAL IMPACT: Minimal cost for the easement and recording fees.

NEIGHBORHOOD CONCERNS: None

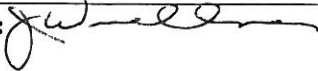
IMPACT IF APPROVED: City will have permanent access to maintain the stormwater line that takes care of drainage off of St. Clair.

IMPACT IF DENIED: City will not have access to complete the drainage project and then be able to maintain the line.

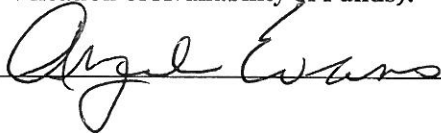
ALTERNATIVES: None

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.]

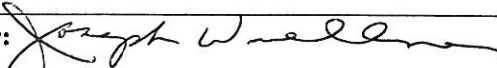
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure 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: 3/28/12

Finance Department (Certification of Availability of Funds):Date: 3-28-12 **Corporation Counsel:**

Date:

City Manager: 

Date: 3/28/12

**AGREEMENT FOR
STORM SEWER AND
ACCESS EASEMENTS**

THIS DOCUMENT
PREPARED BY:

LAWRENCE E. SCHWENGER, JR.
VONACHEN, LAWLESS,
TRAGER & SLEVIN
456 FULTON STREET
SUITE 425
PEORIA, IL 61602

This Agreement is made and entered into this 16th day of March, 2012 by and between JAMES W. FARRELL (hereinafter "FARRELL") and CITY OF PEKIN an Illinois Municipal corporation (hereinafter "CITY").

WHEREAS, FARRELL is the owner of the following tract of real estate, to-wit:

Tract 1, being a part of Outlot "AD" of Kriegsman Subdivision No. 4 and being a part of the west Half of the Northeast Quarter of Section 12 and part of the east Half of the Northwest Quarter of Section 12 Township 24 North, Range 5 west of the Third P.M., Tazewell County, Illinois as shown by plat of survey recorded in Plat Book "JJ", page 106 in the Office of the Tazewell County Recorder of Deeds.

PIN: 10-10-12-200-012; and

WHEREAS, the CITY has constructed a 24-inch storm Sewer line between Lots 223 and 224 in Sunset Hills Extension No. 9 in the City of Pekin, Tazewell County, Illinois, and a manhole on the west end thereof in the Northwest corner of said Lot 223 being property adjacent to the east property line of the aforescribed FARRELL property, which said sewer line and manhole are depicted on the Easement Plat prepared by Zumwalt & Associates, Inc. dated September 27, 2011 attached hereto as Exhibit "A" and incorporated herein by reference thereto; and which said 24-inch storm sewer line was to be connected at the point of said manhole with CITY'S 24-inch storm sewer line located on the FARRELL property also depicted on said Exhibit "A" hereto to prevent the water runoff from said Lots 223 and 224 adjoining FARRELL'S property to the East; and

WHEREAS, the CITY installed the 24-inch storm sewer line on FARRELL's said property, and there is no recorded easement therefore, or a recorded access easement thereto over an adjoining portion of the said FARRELL property to have access from the east end of Tanglewood Drive adjoining the west property line of the said FARRELL property to the said storm sewer line; and

WHEREAS, the CITY is now desirous of having FARRELL grant to it perpetual non-exclusive easements for its said 24-inch storm sewer line on FARRELL's said property and for access to said sewer line from Tanglewood Drive over another portion of FARRELL's said property; and

WHEREAS, FARRELL is agreeable to granting CITY easements for said storm sewer line and access thereto over portions of his said property in exchange for CITY agreeing to maintain, repair and replace as necessary the said storm sewer line on his property at CITY'S sole expense and hooking its 24-inch storm sewer line on FARRELL's said property to the CITY's 24-inch storm sewer line on the said adjoining property to the east at the said manhole thereon, and modifying the said manhole by sinking it to grade level so it cannot be seen from FARRELL's said property and installing reasonable landscaping materials in the vicinity of the manhole to effectively buffer it from view from FARRELL's said property; and

WHEREAS, in order to make the requested modifications to the storm sewer manhole and storm sewer line on the said Lot 223 in Sunset Hills Subdivision No. 9 without further damaging the surface of either the FARRELL property under which the 24-inch storm sewer line is located or the yards between said Lots 223 and 224 in Sunset Hills Extension No. 9 by bringing the trucks and equipment over those areas, CITY has also requested of FARRELL a temporary construction access easement adjoining to the southeast the CITY's requested 24-inch storm sewer line easement on the FARRELL property which FARRELL is also agreeable to giving CITY.

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

1. The recitals set forth above are made a material part of this Agreement.
2. FARRELL agrees to and does hereby grant to CITY a permanent but non-exclusive easement for the existing 24-inch storm sewer line located on the FARRELL real estate and which storm sewer easement is as depicted on Exhibit "A" attached hereto and more particularly described as follows, to wit:

A 20 foot wide Permanent Easement for storm sewer purposes under a part of Tract 1 of Outlot "AD" in Kriegsman Subdivision No.4, being a subdivision of part of the NE 14 of Section 12, T. 24 N., R. 5 W. of the 3rd P.M., Tazewell County, Illinois, said centerline being more particularly described as follows:

Commencing at the Southeast corner of said Outlot "AD"; thence S88°13'33"W along the south line of said Outlot "AD", a distance of 208.13 feet to the Point of Beginning of the Centerline to be described; thence N64°11'25"E, a distance of 18.02 feet; thence N52°22'56"E, a distance of 85.27 feet; thence N47°11'18"E, a distance of 119.53 feet; thence N43°24'36"E, a distance of 53.34 feet to a point on the east line of said Tract 1 and the Terminus of said Centerline.

Part of Parcel No. 10-10-12-200-015

3. FARRELL agrees to and hereby does hereby grant to CITY a permanent but non-exclusive access easement from the east end of Tanglewood Drive adjoining his west lot line for ingress to the aforescribed storm sewer easement parcel and for egress from said storm sewer easement parcel to the east end of Tanglewood Drive, and which access easement is more particularly described as follows:

A 20 foot wide Permanent Easement for Ingress and Egress purposes over, across and through a part of Tract 1 being a part of Outlot "AD" in Kriegsman Subdivision No.4, being a subdivision of part of the NE¼ of Section 12, T. 24 N., R 5 W. of the 3rd P.M., Tazewell County, Illinois, said centerline being more particularly described as follows:

Commencing at the Southeast corner of said Outlot "AD"; thence S88°13'33"W along the south line of said Outlot "AD", a distance of 456.19 feet to the southwest corner of said Outlot "AD"; thence N1°42'45"W along the west line of said Outlot "AD", a distance of 130.18 feet to a point on the south R.O.W. line of Tanglewood Drive; thence N88°18'09"E along the south R.O.W. line of said Tanglewood drive, a distance of 19.96 feet; thence N1°35'22"W along the east R.O.W. line of said Tanglewood Drive and the west line of said Tract 1, a distance of 13.43 feet to the Point of Beginning of the Centerline to be described; thence S48°58'21"E, a distance of 94.89 feet; thence S77°38'41"E, a distance of 72.73 feet; thence S53°21'43"E, a distance of 51.62 feet; thence S85°58'31"E, a distance of 45.41 feet; thence S48°46'17"E, a distance of 21.55 feet; thence N88°13'33"E, a distance of 6.54 feet to a point on the centerline of a Permanent Storm Sewer Easement and the terminus of said centerline.

Part of Parcel No. 10-10-12-200-015 & 10-10-12-200-016

4. FARRELL agrees to and hereby does hereby grant to CITY a temporary but non-exclusive construction access easement for ingress to and egress from the west end of the existing 10-foot wide storm sewer easement located on Lots 223 and 224 in Sunset Hills Extension No. 9 adjoining the Farrell real estate to the east to enable the aforescribed modifications to the manhole and the storm sewer located in said storm sewer easement at the west end thereof and which temporary access easement is more particularly described as follows:

A 20 foot wide Temporary Easement for Ingress and Egress purposes over, across and through a part of Tract 1 of Outlot "AD" in Kriegsman Subdivision No.4, being a subdivision of part of the NE¼ of Section 12, T. 24 N., R. 5 W. of the 3rd P.M., Tazewell County, Illinois, said centerline being more particularly described as follows:

Commencing at the Southeast corner of said Outlot "AD"; thence S88°13'33"W along the south line of said Outlot "AD", a distance of 456.19 feet to the southwest corner of said Outlot "AD"; thence N1°42'45"W along the west line of said Outlot "AD", a distance of 130.18 feet to a point on the south R.O.W. line of Tanglewood Drive; thence N88°18'09"E along the south R.O.W. line of said Tanglewood drive, a distance of 19.96 feet; thence N1°35'22"W along the east R.O.W. line of said Tanglewood Drive and the west line of said Tract 1, a distance of 13.43 feet; thence S48°58'21 "E, a distance of 94.89 feet; thence S77°38'41"E, a distance of 72.73 feet; thence S53°21'43"E, a distance of 51.62 feet; thence S85°58'31"E, a distance of 45.41 feet; thence S48°46' 17"E, a distance of 21.55 feet; thence N88°13'33"E, a distance of 6.54 feet to the Point of Beginning of the Centerline to be described; thence N88°13'33"E, a distance of 39.04 feet; thence N68°01'22"E, a distance of 20.37 feet; thence N45°07'33"E, a distance of 169.84 feet; thence N0°01'39"E, a distance of 48.69 feet to the terminus of said centerline.

Part of Parcel No. 10-10-12-200-015

This temporary construction access easement shall automatically expire one hundred eighty (180) days from the date of this Agreement without the need for the recording of a termination or release thereof.

5. CITY agrees at its sole expense to maintain, repair and replace as necessary the 24 inch storm sewer line on the FARRELL property as well as the manhole where it joins with its 24 inch storm sewer line on the adjoining property to the East of the FARRELL property to prevent any leakage or runoff of storm water onto the FARRELL property and the resulting erosion thereof.

6. City agrees that any time it damages either the access easement premises or the storm sewer easement premises by its use thereof for access to and in the maintenance, repair or replacement of the 24-inch storm sewer line on the Farrell property it will immediately, in each instance, at its own expense, restore the surface of such easement premises to as nearly as possible the same condition as existed before the City made use thereof.

7. CITY shall, within one hundred eighty (180) days from the date hereof, at its sole expense, connect its 24-inch storm sewer line serving the houses on St. Clair Street to the east of FARRELL's property with its 24-inch storm sewer line on FARRELL's property at the said manhole installed near where the common lot line of Lots 223 and 224 in Sunset Hills Extension

No. 9 meets FARRELL's east property line, after sinking the said manhole to grade level, to prevent further runoff from said lots onto the FARRELL property and the substantial resulting erosion thereof.

8. Prior to commencing its work described in Paragraph 7 hereof, the City Engineer for CITY shall review with FARRELL how the work at the said manhole will be performed and how the look of the manhole will change as a result of the modification thereof.

9. CITY agrees to repair, at its sole expense, any erosion or other damage to the FARRELL property caused by CITY'S failure to maintain, repair and replace any leaks or breaks in the CITY'S said storm water drainage system installed to prevent runoff onto FARRELL's property from the said adjoining property to the East.

10. CITY shall, within one hundred eighty (180) days from the date hereof, at its sole expense, screen from view from the FARRELL property the modified storm sewer line and its manhole located on the aforesaid real estate adjoining the Farrell property to the east by planting a small but sufficient landscaped berm along FARRELL's property line adjacent to the said manhole on the said adjoining property to the East consisting of a sufficient number of shrubs, trees or other landscaping materials to create a reasonable buffer so as not to allow a substantial change from the backyard view FARRELL enjoyed before construction of the CITY's sewer line and manhole on said adjoining Lot 223 in Sunset Hills Extension No. 9.

11. The right of FARRELL to freely enjoy his interest in the easement premises upon which he has granted the CITY easements herein is reserved to FARRELL and his successors in interest, insofar as the exercise thereof does not endanger or interfere with the access, maintenance, repair or replacement of the storm sewer easement and the access easement thereto granted CITY herein, including the limitation that no building, structure or similar improvements shall be erected within said easement premises, nor shall the grade or ground cover over CITY's 24-inch storm sewer line located within the storm sewer easement granted it herein be materially altered without the City's consent.

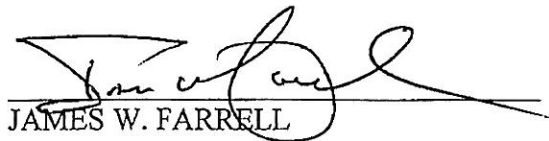
12. After connecting the said sewer lines and making the modification to the said manhole located between these sewer lines as described in Paragraph 7 hereof, whenever it becomes necessary to do any maintenance, repair or replacement to the said manhole or to the sewer line as located between said Lots 223 and 224 in Sunset Hills Extension No. 9, CITY will, as reasonably determined by the City engineers, access that manhole and that sewer line by means of the utility easement along the North line of said Lot 223 and the South line of Lot 224 out to St. Clair Drive in Sunset Hills Extension No. 9, as shown on the Plat of said Subdivision, rather than by means of the easements granted herein to CITY by FARRELL because of the much shorter distance to haul the necessary equipment and the potentially less yard damage resulting therefrom.

13. CITY agrees to indemnify, save and keep FARRELL harmless from any loss, damage, or expense constituting a legal liability which FARRELL may suffer, incur or sustain or

for which FARRELL may become liable growing out of any injury to persons or to real or personal property caused by any use of, or work or activity performed on the said easement premises by the City, its employees, agents or independent contractors with whom it has contracted for the performance of work on said easement premises.

14. Should either party fail to timely perform its covenants and obligations set forth herein, making it necessary for the other party to institute litigation to enforce its rights hereunder, the successful party to the litigation shall be entitled to collect from the unsuccessful party to the litigation, as a part of any judgment, his or its reasonable attorney's fees, costs of suit and other expenses incurred in such litigation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused the same to be executed by its duly authorized agent on the date and year first above described.


JAMES W. FARRELL

CITY OF PEKIN, an Illinois Municipal Corporation

By: _____

Its: Mayor

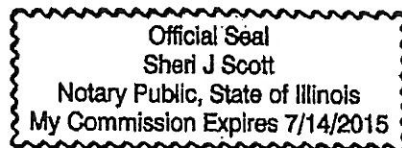
Attest: _____

Its: City Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That JAMES W. FARRELL, a widower, personally 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 said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of March, 2012.




NOTARY PUBLIC

STATE OF ILLINOIS)
) SS:
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That LAURIE BARRA and SUE E. McMILLAN, personally known to me to be the Mayor and City Clerk of the CITY OF PEKIN, an Illinois Municipal Corporation, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument in their individual capacities as Mayor and City Clerk and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 2012.

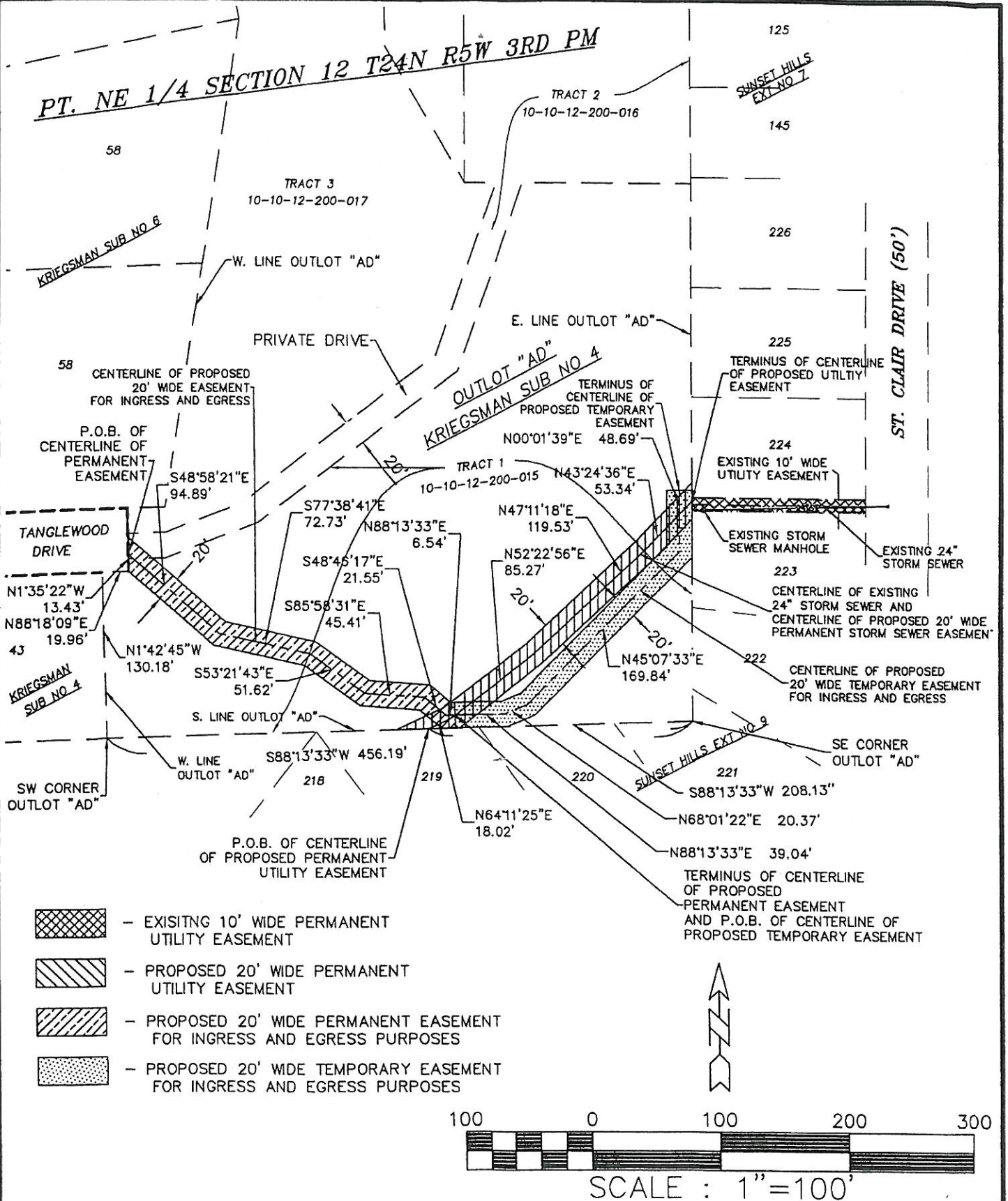
NOTARY PUBLIC

This instrument prepared by and return to:

LAWRENCE E. SCHWENGER, JR.
VONACHEN, LAWLESS, TRAGER & SLEVIN
456 Fulton Street, Suite 425
Peoria, IL 61602
PH: (309) 676-8986
FX: (309) 676-4130
lschwenger@vltslaw.com

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PT. NE 1/4 SECTION 12 T24N R5W 3RD PM



ZUMWALT & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS • REGISTERED LAND SURVEYORS
1040 W. OLYMPIA DRIVE
PEORIA, ILLINOIS • (309) 692-5074
DESIGN FIRM REGISTRATION NO. 184-003189

**CITY OF PEKIN
PEKIN, ILLINOIS**

DATE: 9/27/11

JOB NO. 19,838

EASEMENT PLAT EXHIBIT "A"



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution for Petri Lane Extension project

AGENDA DATE REQUESTED: April 9, 2012

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the City share of the Petri Ln Extension project in the amount of \$375,000.00

DESCRIPTION: This is the resolution is for the expending of MFT Funds for the City Share on the funding received through PPUATS to construct the extension of Petri Ln. The City received funding for 70% of the construction cost not to exceed \$962,000 and is responsible for the remaining 30%. This resolution will allow the use of MFT funding to cover the City portion.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$375,000 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The City share will be covered by MFT Funds

IMPACT IF DENIED: The City share will not be covered by MFT Funds

ALTERNATIVES: Use General Funds to cover the City share

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:

3/29/2012

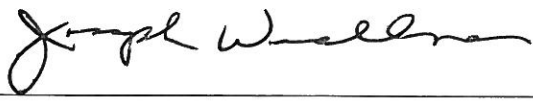
Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date: 3/29/12 



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the City Council of the
(Council or President and Board of Trustees)
City of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$375,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2011
(Date)
to April 30, 2012.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Peoria, Illinois.

I, Sue E. McMillan Clerk in and for the City
(City, Town or Village)
of Pekin, County of Tazewell
hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by
the Council at a meeting on April 9, 2012
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of April, 2012.

(SEAL) _____ City _____ Clerk
(City, Town or Village)

Approved _____ Date Department of Transportation _____ Regional Engineer



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Project Support Joint Agreement – District 4 Misc. Signal Work 2012

AGENDA DATE REQUESTED: April 9th, 2012

ACTION REQUESTED: To Approve Intergovernmental Agreement with IDOT for the Maintenance of Municipal Streets for reimbursement in the amount of \$86,204.54

DESCRIPTION: The City has had an Intergovernmental Agreement since October 1998 where IDOT reimburses the City to maintain, clean and snow plow streets within the City Limits that are part of the State Highway System. This agreement is extended by mutual agreement in 12 month increments through June 30, 2015. The rate of computation this year is 5.47 which is increased the funding \$2,521.52 over last year's amount. The compensation has been adjusted over the years for inflation and recalculations of adjustment factor on the number of lanes covered.

FINANCIAL IMPACT: Revenue of \$86,204.54 to offset the expenses incurred to maintain streets that are part of the State Highway System

NEIGHBORHOOD CONCERNS: Keep streets maintained and clear in a timely manner versus waiting for IDOT to come once more critical areas have been addressed.

IMPACT IF APPROVED: Will be able to continue receiving reimbursement from IDOT for maintaining, cleaning and plowing of those streets

IMPACT IF DENIED: Turn Maintenance and plowing back to IDOT

ALTERNATIVES:

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

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

REQUIRED SIGNATURES

Department Director:

Date:

mt
3/29/2012

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

3/29/12

Joseph Whelan



Illinois Department of Transportation

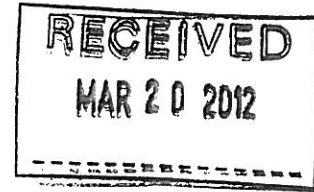
Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

March 19, 2012

RECEIVED

MAR 20 2012

CITY CLERK



City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Dear City Clerk:

The State of Illinois, acting through its Department of Transportation, entered into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality. This agreement is extended by mutual agreement between this Department and your municipality in 12-month increments through June 30, 2015.

A new computation sheet(s) for FY 2013 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 5.47. The computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The Department will reimburse your municipality \$86,204.54 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement.

If you have any questions or concerns regarding this information, please contact Cliff Williams, Services and Development Technician, at (309) 671-4485.

Very truly yours,

Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

CW:bh\ls:\gen\winword\serv&dev\fy13maintenance agreement 2012\pekin12.docx

Enclosure

cc: File

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CITY OF PEKIN

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY 13															For the Period Beginning July 1, 2012 Ending June 30, 2013		
ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADT	ADT/ LANES	SOURCE	RATE PER LN. MI.	ADJ. FACTOR	ROUTE TOTALS
ILL 9	One Way EB	One Way EB	Second	Sixth	40' & var	C/S	28	3 of 3	left/center	2434	1.38	6066	3033	2009	502	5.47	\$3,789.40
	Margret	Margret	sixth	court & Eighth	40' & var	C/S	30	2 of 2		1079	0.42	7550/	3775	2009	539	5.47	\$1,238.30
ILL 9	One Way WB	One Way WB	court	Broadway	60'	C/S	30'	2 of 4	Center	300	0.11	8800	4400	2009	570	5.47	\$342.97
	Eighth	Eighth	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	All	300	0.11	8700	4400	2009	570	5.47	\$342.97
ILL 9/29	Ann Eliza	Ann Eliza	Fifth	Second	30'	C/S	30'	2 of 2	All	1253	0.48	5900	2950/	2009	497	5.47	\$1,304.92
	Ann Eliza	Ann Eliza	Fifth	Second	36'	C/S	24'	2 of 3	left/center	1854	1.05	7266	3633	2009	644	5.47	\$3,698.81
ILL 9	Second	Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	3800	1266	2009	577	5.47	\$441.87
	Two-Way	Two-Way															
	Court	Court	160' W. of Hilltop Drive	160' W. of Hilltop rd.	52'	C/S	10' & 11'	5 of 5	Center	10610	10	21325	4265	2009	563	5.47	\$30,796.10
	Court	Court	300' W. of Hwy	TR93A (Mail Rd.)	52'	C/S	10' & 11'	2 of 4	Center	6072	2.3	20505	10262	2009	705	5.47	\$8,869.61
	Court	Court	160' W. of Hilltop Drive	300' W. of Cottage Grove Ave.			4' & var	C & G		600	0.11			2009	330	5.47	\$198.56
	Court	Court		TR93A (Mail Rd.)			4' & var	C & G		6072	1.15			2009	330	5.47	\$2,075.87
ILL 9	Li. Turn lanes	Court	Valle Vista	Valle Vista			12	1		186	0.04	1750	1750	2009	265	5.47	\$57.98
	3-Li. Turn WB	Court	Oit	Oit			12 var	3		430	0.24	2100	700	2009	255	5.47	\$334.76
	2-Li. Turn WB	Court	Valle Vista	Valle Vista			12 var	2		293	0.11	1400	700	2009	255	5.47	\$153.43
	3-Li. Turn EB	Court	Oit	Barney Dr.			12 var	3		583	0.33	3000	1000	2009	257	5.47	\$463.91
	2-Li. Turn WB	Court	Barney Dr.	Oit			12 var	2		237	0.09	2000	1000	2009	257	5.47	\$126.52
	3-Li. Turn WB	Court	Barney Dr.	Veterans			12 var	3		624	0.354	5700	1900	2009	266	5.47	\$515.08
	3-Li. Turn WB	Court	Veterans	Barney Dr.			12 var	3		555	0.315	5700	1900	2009	266	5.47	\$456.33
	Li. Turn WB	Court	E of Veterans	Veterans			12 var	1		306	0.06	670	670	2009	254	5.47	\$83.36
ILL 29	Second	Second	3rd street connection	3rd street connection	40'	C & S	24'	3 of 3	Center	4900	2.79	13750	4583	2009	579	5.47	\$8,896.29
	Second	Second	N. of Derby				12'	1		210	0.04	600	600	2009	285	5.47	\$62.36
	Second	Second	S. of Derby				12'	1		200	0.04	600	600	2009	285	5.47	\$62.36
	Second	Second	3rd St connection	Washington	var	C & S	10'-12'	4 of 4		500	0.38	5400	1350	2009	360	5.47	\$748.30
	Median	Median	Franklin	3rd St.	var		4' & var	raised		1000	0.19			2009	330	5.47	\$342.97
	Li. Turn	Li. Turn	Washington	Washington			21'	1		200	0.04	1000/	1000	2009	325	5.47	\$71.11
	Second	Second	Franklin	Franklin	var	C & S	10'-12'	4		500	0.38	6400	1600	2009	442	5.47	\$918.74
	Second	Second	Franklin	Margaret	40'	C & S	12'	3 of 3		2550	1.45	6400	2133	2009	438	5.47	\$3,474.00
	Second	Second	Margaret	Ann Eliza	40'	C & S	12'	3 of 3		220	0.13	3800	1266	2009	352	5.47	\$250.31
	Second	Second		Court St.			12'	1		250	0.05	3000	3000	2009	500	5.47	\$136.75
	Li. Turn	Li. Turn	2nd st connection	Margaret	30'	C & S	12'	2 of 2		2940	1.11	7700	3850	2009	542	5.47	\$3,290.86
	3rd st.	3rd st.	Margaret	Margaret			150	1		150	0.03	1500	1500	2009	375	5.47	\$61.54
ILL 9	3rd st.	3rd st.	Margaret	Ann Eliza		C & S	12'	2 of 2		220	0.08	7400	3700	2009	535	5.47	\$234.12
ILL 29	Fifth	Fifth	Ann Eliza	Charlotte	40'	C & S	36'	3 of 3		1576	0.9	12600	4200	2009	560	5.47	\$2,756.88
	Fifth	Fifth	Charlotte	Eight			38'	3 of 3		513	0.29	12600	4200	2009	560	5.47	\$888.33
	Fifth	Fifth	Margaret	Ann Eliza			24'	2 of 2		200	0.08	8400	4200	2009	560	5.47	\$245.06
	Fifth	Fifth	S of Ann Eliza				10	1		100	0.02	1600	1600	2009	385	5.47	\$42.12
	Fifth	Fifth	N. of Margaret				10'	1		100	0.02	3900	3900	2009	545	5.47	\$59.62
	Fifth	Fifth	Eight	Ann Eliza			10' & var	flush		2164	0.41			2009	165	5.47	\$370.05
	Median	Median	4'N of Collidge Ave.		60'	C & S	58'	5 of 5		3700	3.5	9800	1980	2009	421	5.47	\$8,060.05
									TOTAL	Lane miles	30.719				Total amount		\$86,204.54



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Project Participation Agreement – Veterans Drive from Broadway to Sheridan

AGENDA DATE REQUESTED: April 9, 2012

ACTION REQUESTED: To approve the Participation Agreement with IDOT for funding Local Share for the Construction of Veterans Drive from Broadway to Sheridan

DESCRIPTION: In 2006 the City received \$4 million in funding for the construction of Veterans Drive from Broadway Road to Sheridan in Bill No. 4080 – Obama with participation requirement of 80/20. After funding the city share for the relocation of the gas pipeline, the remaining balance is \$3,757,600 which would make the city share \$939,400. This agreement states that the city will pay the 20% share or the remaining cost.

I recommend that the agreement be approved.

FINANCIAL IMPACT: \$939,400 of Capitol Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Project can be let out for bid

IMPACT IF DENIED: Then project may be cancelled

ALTERNATIVES:

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

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

REQUIRED SIGNATURES

Department Director:

Date: 3/29/2012
Finance Department (Certification of Availability of Funds):
Date:
Corporation Counsel:
Date:
City Manager:
Date:



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
City of Pekin	X			
Section	Fund Type	ITEP Number		
10-00169-00-RP	HPS			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-004-11	HPP-1749(102)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Veterans Drive Route FAU 6768 Length 0.80 miles
 Termini Broadway Road (Station 1.86) to Sheridan Road (Station 2.66)

Current Jurisdiction City of Pekin Existing Structure No N/A

Project Description

New five lane construction of Veterans Drive from Broadway to Sheridan. Work includes an 8" PCC pavement, 8' paved shoulders, pipe underdrains, 4" stabilized subbase, 12" lime modified soil, drainage structures, and earthwork.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	3,757,600	(*)		()	939,400	(BAL)	4,697,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 3,757,600		\$		\$ 939,400		\$ 4,697,000

80% HPS funds not to exceed \$3,757,600.

Bill No. 4080 - Obama for \$3,757,600

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Laurie Barra

Name of Official (Print or Type Name)

Mayor of City of Pekin

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
37-6002169 conducting business as a Governmental
Entity.

DUNS Number 060859394

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

SECTION	COUNTY	TOTAL SHEET
10-00169-00-RP	TAZEWELL	NO. 2
CONTRACT NO. 89588		

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
**PROPOSED
HIGHWAY PLANS**
FAU ROUTE 6768 (VETERANS DRIVE)
SECTION 10-00169-00-RP
PROJECT HPP 1749 (102)
CITY OF PEKIN
TAZEWELL COUNTY
C-94-004-11

FOR INDEX OF SHEETS, SEE SHEET NO. 2
FOR LIST OF STANDARDS, SEE SHEET NO. 2
SEE TYPICAL SECTIONS FOR STRUCTURAL PAVEMENT INFORMATION

DESIGN DESIGNATION

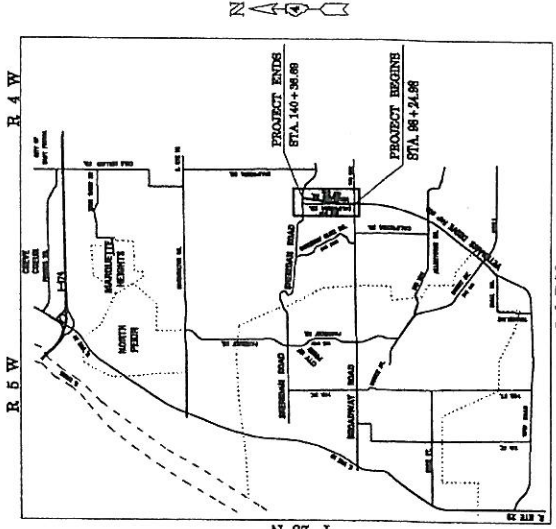
VETERANS DRIVE
860' (20') AVERAGE OTHER 1.38 (77-20)
ADJUSTED - 92%
GV = 92%
SU = 6%
MU = 3%

DRAWING SCALES

PROFILE VERTICAL: 1" = 5'
CROSS SECTION VERTICAL: 1" = 5'
CROSS SECTION HORIZONTAL: 1" = 10'
PLAN: 1" = 60'
PROFILE HORIZONTAL: 1" = 60'

FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD
ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT
CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS
ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

JULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
(1-800-852-0723)
OR 611



LOCATION MAP

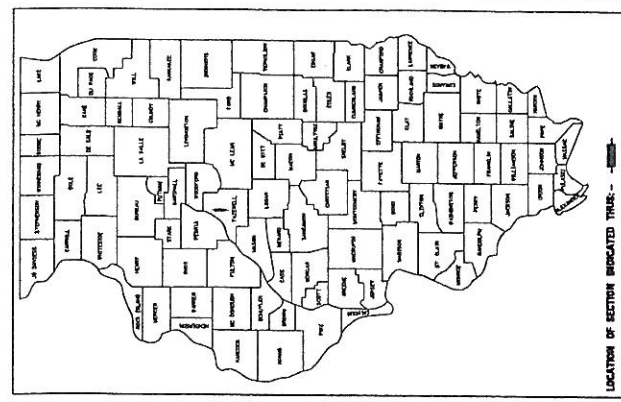
GROSS LENGTH = 4,185.31 FT. = 0.793 MILES
NET LENGTH = 4,185.31 FT. = 0.793 MILES

BITUMINOUS SUPERPAVE

QC/QA BITUMINOUS

CATALOG NO. 094606-00

CONTRACT NO. 89588



LOCATION OF SECTION INDICATED THERE.

APPROVED	DATE
	2011
CITY ENGINEER	
PASSED	DATE
	2011
DISTRICT FOUR ENGINEER OF LOCAL ROADS & STREETS	
RELAYING	
BASED ON	
LIMITED REVIEW	
2011	
DEPUTY DIRECTOR OF HIGHWAYS, REGION THREE ENGINEER	
STATE OF ILLINOIS	
DEPARTMENT OF TRANSPORTATION	

PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS

DATE
KONWIT & COULTER
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
No. 042-00000
EXPIRATION DATE 10/09
AECOM