



REGULAR COUNCIL MEETING MONDAY, DECEMBER 14, 2015
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor John McCabe</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of November 23, 2015 and the Special City Council Meeting of November 21, 2015.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes dated December 2, 2015		5
7.2 Resolution No. 11-15/16 – Mayor’s appointment of Neal C. Johnson to the Mayor’s Advisory Committee for Persons with Disabilities until the first Monday in May 2018 to fill the unexpired term after the resignation of Melanie Psinas.		4
7.3 Receive and File: City of Pekin Public Library Fund Financial Statements prepared by Willock Warning & Co.,P.C. April 30, 2015		5
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Ordinance No. 2735-15/16 - Making, Levying, and Assessing Municipal Taxes for Fiscal Year from May 1, 2015 to April 30, 2016 – Annual Levy Ordinance DESCRIPTION: Proposed 2015 Levy of \$6,479,563.00 is 4.9% higher than 2014 Levy. The Estimated Rate (based on estimated EAV) would be 1.48955	DG	5

ACTION: Motion to adopt the ordinance. . VOTE REQUIRED		
9.2 Resolution No.12-15/16 Abatement of Taxes Ordinance No. 2667-12/13 General Obligation Bond Series 2012 \$2,100,000 / Ordinance No. 2673-12/13 \$1,975,000.00 Levy and Collection Ordinance. DESCRIPTION: This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$319,300.00 provide in bond ordinance and levy and collection ordinance issued for Capital Projects through Bernardi Securities, Inc. ACTION: Motion to adopt the resolution. . VOTE REQUIRED	DG	5
9.3 Resolution No.13-15/16 Abatement of Taxes Ordinance No. 2625-10/11 Series 2010 \$7,110,000 DESCRIPTION: This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$587,530.00 provided in bond ordinance issued for Sewer Treatment Improvements through Bernardi Securities, Inc. ACTION: Motion to adopt the resolution. VOTE REQUIRED	DG	5
9.4 Ordinance No. 2734-15/16 – Amending Title 6, Chapter 2, Section 13 of the Code of the City of Pekin 1995 Regarding the Impound Ordinance DESCRIPTION: Reinstatement of revised impound ordinance for the seizure and impoundment of vehicles and the procedures for hearings. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	JD	2
9.5 Ordinance No. 1462-A342-15/16 - Amending Title 8, Chapter 2, Section 9 Regarding Authorized Stop Signs and Title 8, Chapter 2, Section 2. G. Regarding Traffic Control Signal Legend DESCRIPTION: Recommendation of the Traffic Safety Committee to remove traffic signals and substitute traffic stops at the intersections of Court Street and Fourth Streets and Court Street and Capitol Streets. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	2
9.6 Ordinance No. 1462-A343-15/16 - Amending Title 8, Chapter 4, Section 1. G. Regarding No Parking Places DESCRIPTION: Recommendation of the Traffic Safety Committee to extend no parking space for bus loading on Capitol Street at Court Street. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	2

9.7 Assignment and Amendment of Recyclable Disposal Agreement DESCRIPTION: Assignment of the terms and condition of the agreement with Midland Davis Corporation to Area Recycling, Inc. for the disposal of recyclables from residential building at the facility on Route 29. ACTION: Motion to approve the assignment and amendment. VOTE REQUIRED	DG	5
9.8 Amendment to the Service Agreement Good Energy, L.P. – Electric Aggregation DESCRIPTION: Amends the agreement of September 26, 2011 with Good Energy, L.P. to renew and extend consulting services and procurement of power for Pekin residents and small commercial businesses. ACTION: Motion to approve the agreement. VOTE REQUIRED	DG	5
9.9 Resolution No.14-15/16 – Authorizing the Execution of A Service Agreement for the Supply of Electricity for Residential and Small Commercial Retail Customers Who Do Not OPT Out of Such a Program DESCRIPTION: This resolution authorizes the City Manager to receive and review bids and accept the bid most beneficial and execute the service agreement for electric aggregation. ACTION: Motion to adopt the resolution. VOTE REQUIRED	DG	5
9.10 Council Meeting December 28, 2015 ACTION: Motion to cancel the regular meeting of December 28, 2015. VOTE REQUIRED	JM	5
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION 5 ILCS 120/2 (c) 2. Collective negotiations between the public body and its employees and 5 ILCS 120/2 (c) 6. Setting of a price for sale or lease of municipally owned property.		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

DG City Manager Darin Girdler JD Police Chief John Dossey
JM Mayor John McCabe

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 A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE PEKIN PUBLIC LIBRARY
301 SOUTH FOURTH STREET
PEKIN, ILLINOIS 61554
ON SATURDAY, NOVEMBER 21, 2015 AT 9:00 O'CLOCK A.M.
JOHN MCCABE, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, GOLDEN, DUNN, ORRICK, RITCHASON, LUFT AND
MCCABE**

ABSENT: COUNCIL MEMBER ABEL

Three members of the Council set a special meeting on November 19, 2015 to meet in closed session for 5 ILCS 120/2 (c) 16. Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.

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

Also present: Brad Cole, Executive Director Illinois Municipal League, Brad McMillan, Executive Director Institute for Principled Leadership in Public Service - Bradley University, Sue E. McMillan, City Clerk.

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

EXECUTIVE SESSION

Motion by Council Member Dunn, seconded by Council Member Orrick, that the Council move to Executive Session at 9:03 a.m. to discuss 5 ILCS 120/2 (c) 16. Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. On roll call vote, all present voted Aye.

Brad Cole noted as representative of the Illinois Municipal League read into the record that he was in attendance the duration of the closed session of the Council for the purpose of 5 ILCS 120/2 (c) 16. Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.

No further business to come before the Council motion by Council Member Ritchason, seconded by Council Member Orrick to adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting in open session.

COUNCIL ADJOURNED AT 12:10 P.M.

Sue E. McMillan
City Clerk

**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, NOVEMBER 23, 2015 AT 5:30 O'CLOCK P.M.

JOHN H. MCCABE * MAYOR * PRESIDING

**PRESENT: COUNCIL MEMBERS, GOLDEN, DUNN, ORRICK, ABEL, RITCHASON, LUFT, AND
MCCABE**

ABSENT: NONE

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

Roll was called. All members were physically present. A quorum was declared.

AGENDA

Motion by Council Member Ritchason, seconded by Council Member Abel that the **agenda be approved as presented**. Council Member Golden asked that 7.1 and 7.7 under Consent Agenda be placed under New Business for discussion and to include Personnel to the Executive Session discussion. On roll call vote to approve the agenda as amended, all present voted Aye.

MINUTES

Motion by Council Member Ritchason, seconded by Council Member Luft that the **minutes of the Regular City Council Meeting of November 9, 2015 be approved as written**. On roll call vote all present voted Aye.

PUBLIC INPUT

Jim Mangan questioned if there would be additional audits to those provided in the consent agenda to Receive and File. He noted Mr. Warning had provided the City Financial Statements through April 30, 2015 and in the past was available at the Council meeting to answer questions. He told Council he would like to have that format at a later date. He asked that the sentence at the beginning of the financial reports “do not report fairly the position of the City” be explained. Mr. Managan expressed concern that the City jumped on the bidding for Lisa Court Sewer Project yet it was two years ago Cambridge residents were promised a search for relief of storm water and flooding.

He encouraged someone to take up the cause to have the agenda order move Public Input to the beginning of the meeting.

Ann Witzig emphasized the need to explain the audits phase “do not report fairly the position of the City. Mrs. Witzig asked if the use of parenthesis indicated a figure over or under budget. She felt there was need for a true audit and efficiency study to show the public where the truth lies.

CONSENT AGENDA

Motion by Council Member Orrick, seconded by Council Member Luft that the **CONSENT AGENDA be approved as amended removing 7.1 and 7.7. and placing under New Business as item 9.4 and 9.5.**

The following was presented for consideration of the Consent Agenda items by Omnibus Vote.

7.2 Receive and File: Pekin Planning Commission Minutes dated November 12, 2015.
7.3 Receive and File: Pekin Planning Commission Recommendations and Hearings: Hearing #04-1898–Recommendation to approve the site plan for the Griffin Medical Office building located at the NW corner of Griffin Avenue and Veterans Drive.
7.4 Receive and File: Bids for Lisa Court Storm Sewer Repairs opened November 17, 2015 at 10:00 a.m.
7.5 Resolution No. 10-15/16 – Mayor’s appointment of Robert Burress to the Police Pension Board until the 2 nd Tuesday in May 2017 (Hal Watkins resignation).
7.6 Proclamation: “Small Business Saturday” November 28, 2015.

On roll call vote all present voted Aye.

NEW BUSINESS

Motion by Council Member Orrick, seconded by Council Member Ritchason that the **SITE PLAN FOR PROHEALTH MEDICAL office building located at NW corner of Griffin Avenue and Veterans Drive, be approved.** City Manager Darin Golden presented the recommendation of the Pekin Planning Commission to approve the plan submitted by Pro Health Medical Group for a 3 story 60,000 sq. ft. Medical Office Building. The site showed the orientation of the structure on the lot, traffic patterns, the retention basin and parking. Council Member Orrick questioned how parking spaces were determined. Code Enforcement Officer Ron Sieh advised that parking was designed for 142 spaces but only 100 were needed as provided in the City Code for calculations of employee/patient of professional offices of doctors. Parking would contain 11 ADA spaces. Council Member Golden stated the Plan Checklist was incomplete without the signoff of the Fire Chief. Code Enforcement Officer Ron Sieh said that the checklist was not available to sign when the Chief reviewed the drawing. Chief Nelson advised the Council that the site plan was accepted by the fire department after their onsite inspection. City Engineer Mike Guerra indicated he preferred the construction of 5 ft. width sidewalks. Council Member Golden pointed out that the check sheet indicated a preferred 5 ft. sidewalk width and questioned if the hospital would comply when only 4 ft. was required. On roll call vote, Ayes, Orrick, Ritchason, Dunn, Abel, Luft and McCabe; Nay, Golden. Motion carried.

Motion by Council Member Abel, seconded by Council Member Dunn that the **LEASE BETWEEN MIDWEST TRANSIT EQUIPMENT AND THE CITY OF PEKIN for bus equipment, be approved.** Superintendent of Transportation Ty Whitford presented to the Council a lease for 5 years in the amount of \$778,383.00. He advised the Council that the lease program with Midwest had been successful for 4 years with excellent service and that the \$4 million dollar budget of the department supported the lease. The 40 year old department had remained profitable with the removal of maintenance and the advantage of newer and safer buses. Mr. Whitford estimated savings up to \$300,000.00 a year. Profits from the bus department had been transferred for administrative services of the City in the past to the general fund. The difference in the dollar amount of the new lease was the increase of 11 units from 66 busses to accommodate Rankin, South Pekin and TCRC transportation needs. There was discussion to answer the public's question on the annual profit. Amounts were built into the contracts due to extra sporting, extracurricular activities and field trips. Mr. Whitford had looked into alternatives to leasing such as bonding. Council Member Abel noted insurance for the bus department included in the City coverage was \$77,000.00 per year. Council Member Orrick expressed his concern that Mr. Whitford would not release Rankin School District bid to him. There were concerns raised that seat belt requirements in buses could be implemented and that high school students were having to be seated 3 to a bench. Council Member Orrick was concerned that financial decisions negotiating pricing and low cost provider were being set by staff. He believed Council should be the body setting policy of the department to protect profit margin. Council Member Luft felt there were disturbing question not answered. He stated department heads should have their ducks in a row before coming to Council to ask for major expenses. Council Member Luft initiated discussion with Mr. Whitford on the efficiency of operational matters including number of supervisors in the department and the personnel cleaning of busses.

Council Member Golden questioned Midwest as the sole source for the lease proposal and was told that Bluebird could not match the pricing. Council Member Golden expressed his opinions that the school district had money in reserves. The school should be running bus service. There was no proof or accurate figure of profit margin. The City should get out of the bus business.

Council Member Dunn commented that there were 3,500 eligible students to bus. Leasing saved the school districts money. He would be voting yes on what he felt was a partnership of a critical service. The City's involvement was a larger policy question for discussion.

On roll call vote Nays, Golden, Orrick, and Luft; Ayes, Dunn Abel, Ritchason and McCabe. Motion carried.

Motion by Council Member Luft, seconded by Council Member Orrick that the **BID FOR LISA COURT STORM SEWER REPAIRS be approved in the amount of \$41,682.00 and the contract be awarded to Otto Baum Company, Inc.** City Engineer Mike Guerra presented the bids to replace a corroded storm sewer pipe and for ditch repairs resulting in erosion from a storm sewer outlet. Mr. Guerra explained the award to Otto Baum Company, Inc. the second low bidder. The apparent low bidder had an error on their bid form for

the seven unit price bids for the project when checked by staff. He advised the project would be completed in the next few months pending the weather. Mr. Guerra addressed the questions of Council regarding the completion and substantially complete language missing from the documents and replacement of the landscape of the 3 residential properties contained in the repairs. Council Member Golden was advised that the contractor would be responsible for restoration of the grass in the spring if not completed per IDOT specifications. On the matter of Cambridge Court water issue, options were reviewed and bids would be sought in January. On roll call vote all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Luft that the **MONTHLY REPORTS AND MINUTES** Monthly Building Department Reports - Inspections & Zoning May-October, 2015; Pekin Visitors Bureau -Tourism Committee Meeting Minutes dated November 10, 2015; Traffic Safety Committee Minutes dated November 6, 2015; Tazewell County Animal Control October Report; and Fire Department October Report, **be received and filed.** Council Member Golden requested that the monthly reports and minutes be placed under New Business for discussion as New Business 9.4. the following questions and comments were made were addressed:

Tourism minutes

City responsibility for \$25,000 to bring Wind Symphony to Pekin – beginning discussions for an opportunity for possible fund raising effort.

How diversity grants were related to tourism – events held brought in other than residents to the City of Pekin.

Concern for liability issue if brackets for display banners on the downtown buildings were not properly hung.

Question how Griffin Bike Trail received a top rating if the trail had not been constructed yet.

On roll call vote all present voted Aye.

Motion by Council Member Golden, seconded by Council Member Ritchason that City of Pekin Financial Statements prepared by Willow Waning and Co., P.C. April 30, 2015

Sewerage Fund

Solid Waste Fund

Tazewell/Pekin Consolidated Communications Center

Tax Increment Financing-Central Business District Fund

be received and filed as 9.5.

Regarding T/PCCC Audit, questions were asked regarding a current lease of the property with the City.

Referring to the Treasurers report, Council Member Golden questioned costs for contractors and a payout for a previous City employee. Council Member Orrick requested if the County, City of North Pekin and School Districts are billed wastewater. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Manager Darin Girdler distributed to the Council Members the aerial view of the Derby Street diagonal parking and advised that the Traffic Safety Committee would be reviewing safety issue after the first of the year. Mr. Girdler also distributed draft numbers for the levy comparing dollar amounts and rates of 0% increase and 4.9% increase.

Police Chief Dossey reported back to the Council his findings on the questions raised as to giving impounded vehicles to the needy. Liability issues and constraints on drug asset forfeiture vehicles prevent their release by statutes.

Council Member Golden:

Commented that the Derby Street City owned property was being used for storage and not looking like a good investment when it was intended for the Cambridge water retention issue. Informed the Council that Peoria was making use of the Local Debt Recovery Program offered through the state comptroller's office. He questioned why the program was not recommended in place of B-D Lawyers Group Agreement for collection of unpaid amounts owed the City. He suggested the City utilize the state program. Attorney Burt Dancey advised that the 30% fee was not a City expense in the B-D agreement but an addition allowably pursuant to statute to be added to the collected amount.

Reported neighbors on California Road expressed concern to him that 2 septic tanks were unloaded at the construction site discussed at a previous meeting as being single family. Code Enforcement Officer Ron Sieh advised there could be multiple types of septic tanks used for one location and suggested the neighbors contract Tazewell County Health Department to confirm number of permits issued. City Engineer reported that the design report for Veterans Drive /VFW Road contained noise study. It indicated noise barriers were not cost efficient and were not recommended for the project. The Council Member expressed concern regarding the sign at the entrance to Griffin Avenue. He questioned if the size exceed the code provisions and required Council approval. City Manager Girdler reported he would work with the hospital if getting the temporary constructions sign moved but a survey had not been completed for distance to measure if it was on right of way.

Mayor McCabe commented on matters being raised from phone calls from employees and social media references. He advised the City had a written grievance course of action to follow regarding personnel matters. He urged the public to support Shop Small Business, a promotion to utilize small businesses the Saturday following Black Friday. The Mayor advised the public regarding the continued question of the March Madness expense, that the Council met in executive session and consensus was gathered in regards to the responsible person. The personnel matter is closed.

Council Member Luft raised the question of the distance behind the lights and the stop signs that will be placed once all issues were addressed, intersections of Court Street and south Capitol Street and south Fourth Street would be removed and the stop signs to become permanent, the ordinance would come back before the Council. Member Orrick distributed a news article regarding Morton tourism funding of grants from hotel/motel tax. He also asked for explanation of why the police department towed a veteran's vehicle on Veterans Day.

EXECUTIVE SESSION

Motion by Council Member Golden, seconded by Council Member Abel, that the Council move to Executive Session at 8:45 p.m. to discuss 5 ILCS 120/2 (c) (11.) Pending Litigation and (1.) Personnel. On roll call vote, all present voted Aye.

No further business to come before the Council, motion by Council Member Dunn, seconded by Council Member Orrick, that Council adjourn. Motion carried voice vote. Mayor McCabe adjourned the meeting in open session.

COUNCIL ADJOURNED AT 9:45 P.M.

Sue E. McMillan
City Clerk

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
DECEMBER 4, 2015 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Darin Girdler, Kurt Nelson, John Dossey, Mike Guerra, Bob Shaw, Will Taylor, Dennis Zimmerman.

Also present: Leigh Ann Brown, Bill Scarcliff, Lee Ann Wrhel.

The meeting was called to order at 8:35 a.m.

Motion by Kurt to approve the agenda, seconded by Bill. All in favor.

Motion by Mike to approve the November 6, 2015 meeting minutes as corrected, seconded by Dennis. All in favor.

Old Business:

1. Downtown Traffic Light/Stop Signs

Court St. @ Capitol St. and Court St. @ S. 4th St.

Mike distributed a document listing all the comments that had been received by city hall regarding the change to traffic control at these intersections. There were 22 comments in favor and 9 comments opposed. The positive comments indicated that traffic flows better and motorists have slowed down in this area. The negative comments listed no specific reasons.

Mike made a motion to make a recommendation to City Council to remove the traffic signals at the intersections of Court St. @ Capitol St. and Court St. @ S. 4th St. and permanently convert them to 4-way stop intersections. Kurt seconded. All in favor.

Mike made a motion to make a recommendation to City Council to eliminate one parking space on Capitol St. at Court St. to move the bus loading area for CityLink 80 ft. back from the stop sign at that intersection. Kurt seconded. All in favor.

Upon approval by City Council, the traffic signals will be taken down. Decorative posts for the stop signs are on order. Stop signs can be double posted to create greater visibility.

2. Status – Crosswalk – Broadway Rd. @ 20th St.

Mike has drafted a letter to FHWA regarding installation of a button activated rapid flashing beacon signal at the pedestrian crosswalk on Broadway Rd. at 20th St. Studies indicate that there is 80% compliance with these signals in place. Mike will be meeting with Pekin Park District next Tuesday and will discuss them partnering with the City of Pekin for funding of this signal.

3. Derby St. @ S. 7th St. Diagonal Parking

City Council has agreed that the diagonal parking should be eliminated in this location. This is a work in progress at this time. Darin is working with City Clerk, Sue McMillan to draft an ordinance.

New Business:

1. Truck Route – Brenkman Dr.

There was discussion of a citizen concern regarding truck traffic on Lakeshore Drive. The possibility of making Brenkman Dr. a truck route was discussed. After discussion, Will made a motion to leave the area as is at this time. Dennis seconded. All in favor.

2. Move Date of January Meeting Due to First Friday Being a Holiday

Due to the first Friday in January being the New Year's Day holiday, the January, 2016 meeting is being moved to January 8, 2016.

3. Vogel Drive at Shopping Center Private Property

Mike received a concern from James Kashock, of South Pekin regarding the lack of traffic control in the location where the end of Vogel Dr., the Steak N Shake entrance, the private road, and Wendy's entrance meet. It was noted that this area is not in the City's jurisdiction, rather it is a private road. Mr. Kashock asked that the committee discuss this and make a recommendation to the property owner. After discussion, it was decided to send a letter to Cullinan Properties letting them know of the concerns.

4. Pedestrian Crosswalks Downtown

Leigh Ann Brown, Economic Development Coordinator, attended the meeting seeking improvements to and expansion of the crosswalks in the downtown business district to create a safer atmosphere for pedestrian traffic downtown. She presented a map indicating the locations where she is seeking consideration for both the update of current crosswalks located at the intersections and additional crosswalks in the downtown area, some of the proposed crosswalk locations are at the alleys and there are others located midblock on Court St. Through discussion it was noted that in order to safely implement midblock crosswalks the speed limit in that area of Court St. would need to be reduced to 15-20 mph. TIF funds could be used to update the intersections. The painted lines downtown will be updated this coming year as it has been two years since it has been done.

After discussion it was decided to further address this item as Old Business at the January, 2016 meeting. At that time Leigh Ann will present the initial list of crosswalks that she would like to see implemented. This request will include alleyway crosswalks for the alleys on either side of Court St. from 3rd St. to 6th St. as well as updates to all the current crosswalks. She was also asked to present a sample intersection with the type of markings to consider for the crosswalks.

Around the Table

The citizen concern regarding the one-way alley sign at the Derby Street end of the alley between S. Fifth St. and Bacon St. is being addressed. The sign will be taken down as the one-way alleys have been eliminated.

Mike reported that VFW Rd. should be open by next Tuesday. He will issue a press release when it is open. Initially, the speed limit will be temporarily set at 45 mph.

Will made a suggestion to include Lee Scott, Parking Enforcement at meetings. When there are meetings that address parking issues, he will be asked to attend.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JANUARY 8, 2015 @ 8:30 A.M.

RESOLUTION No. 11-15/16

PEKIN, ILLINOIS December 14, 2015 19

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Neal C. Johnson to the Mayor's Advisory Committee for
Persons with Disabilities for a two year term until the first Monday in May 2018
to fill the unexpired term after the resignation of Melanie Psinas
is hereby approved.

SIGNED BY _____

MAYOR.



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

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

Your Name: Neal C Johnson

Your Address: 303 Linden St, Pekin, IL

Your Telephone Number: 309-613-2042

Your E-Mail Address: neal@a1@mtco.com

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

The Mayors Advisory Committee for people with disabilities.

Why are you interested in serving?

I want to be an advocate for people with disabilities in our community.

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

retired
I am a retired senior executive of a Fortune 200 company. As a former Director for Community and Public Relations, I feel my communication expertise would benefit this committee. I have first-hand experience as a below knee amputee.

What happens next?

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

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
FINANCIAL STATEMENTS
APRIL 30, 2015

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND FINANCIAL STATEMENTS
YEAR ENDED APRIL 30, 2015

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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of Pekin Public Library
and To the Honorable Mayor and City Council
City of Pekin, Illinois

Report on the Financial Statements

We have audited the accompanying financial statements of the Pekin Public Library Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2015, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Pekin Public Library Fund as of April 30, 2015 and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Pekin Public Library Fund and do not purport and do not, present fairly the financial position of the City of Pekin, Illinois as of April 30, 2015, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

A handwritten signature in black ink that reads "Willock Warning & Co, PC". The script is cursive and fluid.

Willock Warning & Co., PC
Pekin, Illinois
November 9, 2015

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND

BALANCE SHEET

APRIL 30, 2015

ASSETS

Current assets:

Cash and cash equivalents:

Operating	\$ 117,406
Endowment	251,082
Capital development	3,530,097
Receivable-property taxes	1,022,530
Due from other funds	445,735
Total current assets	<u>5,366,850</u>

Fixed assets:

Land	164,640
Building and improvements	5,754,191
Furniture, fixtures, and equipment	715,165
Books	2,231,679
Total, at cost	8,865,675
Less accumulated depreciation	<u>(3,320,377)</u>
Total fixed assets	5,545,298
Total assets	<u>\$ 10,912,148</u>

LIABILITIES AND FUND BALANCE

Current liabilities:

Accounts payable	\$ 4,356
Accrued wages	33,616
Deferred tax revenue	1,022,530
Total current liabilities	1,060,502

Fund balance:

Restricted	9,851,646
Total liabilities and fund balance	<u>\$ 10,912,148</u>

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

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
STATEMENT OF REVENUES AND EXPENSES
YEAR ENDED APRIL 30, 2015

Operating revenues:

Real estate taxes	\$ 1,096,037
Replacement taxes	112,326
State per capita grant	42,618
Other grants	19,666
Charges for services, fees, etc.	42,297
Other	12,030
Total operating revenues	<u>1,324,974</u>

Operating expenses:

Salaries	538,413
Payroll taxes	107,449
Group health insurance	106,568
Workers' compensation insurance	4,053
Books, periodicals, cassettes, etc.	131,624
Circulation system	23,100
ISP costs	3,032
Equipment rental, supplies, postage	38,805
Program costs	24,229
Repairs and maintenance	48,654
Utilities	49,650
Telephone	3,741
Insurance	15,029
Dues and subscriptions	1,860
Travel and conferences	6,523
Outside services	2,550
Miscellaneous	6,354
Computer costs	27,118
Equipment purchases	9,726
Grant expenditures	43,224
Total operating expenses	<u>1,191,702</u>

Excess of operating revenues over
operating expenses

133,272

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

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
STATEMENT OF REVENUES AND EXPENSES
YEAR ENDED APRIL 30, 2015

Other revenues (expenses):	
Investment earnings-operations	5,793
Investment earnings-endowments	879
Investment earnings-capital development	758
Gifts and memorials	849,001
Capital development expenditures	<u>(2,946,592)</u>
Deficiency of other revenues over other expenses	<u>(2,090,161)</u>
 Deficiency of operating and other revenues over operating and other expenses	 <u>(1,956,889)</u>
Other financing sources (uses):	
Transfer in from General Fund	5,743,460
Transfer out to General Fund	<u>(141,807)</u>
Total other financing sources and uses	<u>5,601,653</u>
Other adjustments:	
Add capitalization of capital development expenditures	2,927,545
Add capitalization of books	90,454
Less depreciation of fixed assets	<u>(193,774)</u>
Total other adjustments	<u>2,824,225</u>
 Net change in fund balance	 <u>\$ 6,468,989</u>

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

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
STATEMENT OF CHANGES IN FUND BALANCE
YEAR ENDED APRIL 30, 2015

Fund balance, beginning of year	\$ 3,382,657
Net excess of operating and other revenues over operating and other expenses and other adjustments	<u>6,468,989</u>
Fund balance, end of year	<u>\$ 9,851,646</u>

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

CITY OF PEKIN, ILLINOIS

PEKIN PUBLIC LIBRARY FUND

STATEMENT OF REVENUES AND EXPENDITURES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2015

	<u>Budget</u>	<u>Actual</u>	Variance Over (Under)
Operation revenues:			
Real estate taxes	\$ 1,095,530	\$ 1,096,037	\$ 507
Replacement taxes	118,000	112,326	(5,674)
State per capita grant	42,618	42,618	-
Charges for services, etc.	39,950	42,297	2,347
Other	24,800	31,696	6,896
Total operating revenues	<u>1,320,898</u>	<u>1,324,974</u>	<u>4,076</u>
Operating expenditures:			
Salaries	587,000	538,413	(48,587)
Payroll taxes	117,950	107,449	(10,501)
Group health insurance	104,000	106,568	2,568
Workers compensation insurance	4,000	4,053	53
Books, periodicals, etc.	125,800	131,624	5,824
Circulation system	23,800	23,100	(700)
ISP costs	4,800	3,032	(1,768)
Equipment rental, supplies, and postage	38,700	38,805	105
Program costs	18,000	24,229	6,229
Repairs and maintenance	42,950	48,654	5,704
Utilities	67,700	49,650	(18,050)
Telephone	2,000	3,741	1,741
Insurance	13,000	15,029	2,029
Dues and subscriptions	2,200	1,860	(340)
Travel and conferences	6,500	6,523	23
Outside services	1,000	2,550	1,550
Miscellaneous	9,000	6,354	(2,646)
Equipment purchases	112,480	36,844	(75,636)
Grant expenditures	43,818	43,224	(594)
Total operating expenditures	<u>1,324,698</u>	<u>1,191,702</u>	<u>(132,996)</u>
Excess (deficiency) of operating revenues over operating expenditures	<u>(3,800)</u>	<u>133,272</u>	<u>137,072</u>

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

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
YEAR ENDED APRIL 30, 2015

	<u>Budget</u>	<u>Actual</u>	Variance Over (Under)
Other revenues (expenditures):			
Investment earnings-operations	2,400	5,793	3,393
Investment earnings-endowments	1,000	879	(121)
Investment earnings-capital development	1,400	758	(642)
Gifts and memorials	12,000	849,001	837,001
Capital development expenditures	-	(2,946,592)	2,946,592
Purchases from gifts and endowments	<u>(13,000)</u>	<u>-</u>	<u>(13,400)</u>
Excess (deficiency) of other revenue over other expenditures	<u>3,800</u>	<u>(2,090,161)</u>	<u>2,093,961</u>
Deficiency of operating and other revenues over operating and other expenditures	<u>\$ -</u>	<u>\$ (1,956,889)</u>	<u>\$ (1,956,889)</u>

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

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2015

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Pekin Public Library Fund is a separate fund of the City of Pekin, Illinois. It is included in the governmental activities in the Statement of Net Position and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the Library Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

Operations of the Pekin Public Library (the "Library") are governed by nine officials, appointed by the Mayor and the City of Pekin with approval of the City Council, designated as the Board of Trustees.

Basis of Presentation

For many years, the primary focus of local governmental financial statements has been summarized fund-type information on a current financial resource basis. This approach has been modified by Government Accounting Standards Board (GASB) Statement No. 34 and the City of Pekin's financial statements present two kinds of statements, each with a different view of the City's finances. These changes affect the Pekin Public Library's financial statement in several ways:

1. The balance sheet of the Library no longer reports fixed assets as a separate account group apart from the operating assets;
2. Books purchased within the past ten years have been capitalized and added to the fixed assets. Library books are considered to have a useful life of greater than one year and, therefore, are subject to annual depreciation charges;
3. Accumulated depreciation on previous years' fixed assets has been calculated and recorded on the balance sheet.
4. The Statement of Revenues and Expenses (Statement 2) includes the current year charge for depreciation of fixed assets.

Basis of Accounting

The accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when earned regardless of the timing of related cash flows, is followed.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2015

NOTE 1 - continued

Cash and Cash Equivalents

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Fixed Assets

Fixed assets include land, building and improvements, equipment, and books with an initial useful life of one year or greater. Assets are recorded at historical cost. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

Depreciation has been provided using the straight-line method over the estimated useful lives of the respective assets. The estimated useful lives for each fixed asset type are as follows:

Building and improvements	50 years
Furniture, fixtures and equipment	20 years
Books	10 years

Budget

The City of Pekin's annual budget and appropriations ordinances cover all funds of the City, including the Library, and is prepared on the accrual basis. Therefore, the statement of revenues and expenditures-budget and actual has been prepared on a basis consistent with and comparable to the legally adopted budget.

NOTE 2 - PROPERTY TAXES

Property tax revenues are recorded on the "deferred method". Because of the extraordinarily long period of time between the levy date and the receipt of tax distributions from the Tazewell County Treasurer, the property taxes are not "available" to finance current year expenditures. The tax levy for 2014, to be collected in June and September, 2015, is shown on the balance sheet as property taxes receivable with a related credit to deferred tax revenue.

The property taxes for 2013 were collected June through September, 2014 and received by the Library in July, September, and November, 2014. These taxes have been recorded as real estate tax revenue in the financial statements.

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2015

NOTE 3 - CHANGES IN FIXED ASSETS

The following is a summary of the changes in fixed assets during the year:

	Balance <u>4/30/2014</u>	Additions (Retirements)	Balance <u>4/30/2015</u>
Land	\$ 86,080	\$ 78,560	\$ 164,640
Building and improvements	2,908,434	2,845,757	5,754,191
Furniture, fixtures and equipment	711,937	3,228	715,165
Books	2,141,224	90,455	2,231,679
Total	<u>\$ 5,847,675</u>	<u>\$ 3,018,000</u>	<u>\$ 8,865,675</u>

NOTE 4 - EXPENDITURES FROM SPECIAL ACCOUNTS

During the year the following expenditures were charged to line items that were budgeted as purchases from Gifts and Endowments:

Books, cassettes, and CD's	\$ 5,880
Program costs	2,934
Travel	80
Supplies	1,257
Total	<u>\$ 10,151</u>

NOTE 5 - RESTRICTED FUND BALANCE

Governmental fund equity is classified as fund balance. In the governmental fund financial statements, fund balances are classified as follows:

- **Nonspendable** - Amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.
- **Restricted** - Amounts that can be spent only for specific purposes because of municipal, state or federal laws, or externally imposed conditions by grantors or creditors.
- **Committed** - Amounts that can be used only for specific purposes determined by formal action by Board ordinance or resolution.
- **Assigned** - Amounts that are designated by a committee of the Board for a particular purpose but are not spendable until there is a majority vote approved by the Board.
- **Unassigned** - All amounts not includable in other spendable classifications.

The Library's fund balance is characterized as Restricted. The Restricted Fund Balance is comprised of the following:

CITY OF PEKIN, ILLINOIS
PEKIN PUBLIC LIBRARY FUND
NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2015

NOTE 5 - continued

	Restricted Fund Balance at <u>April 30, 2015</u>
1. Reserve for future capital development projects. The reserve is divided into three categories and has a limit placed upon it totaling \$4,600,000.	\$ 3,530,097
2. The Library Board has created several endowment funds from the proceeds of bequests received throughout the years. None of the funds have legal restrictions or conditions imposed on their use. The Board has established certain criteria for the expenditure of the funds.	251,082
3. Remaining use of funds for library purposes	<u>6,070,467</u>
Total	<u>\$ 9,851,646</u>

NOTE 6 - TRANSFER FROM GENERAL FUND/CAPITAL DEVELOPMENT EXPENDITURES

On May 12, 2014, the Pekin City Council passed Ordinance Number 2699-1415, which authorized the issuance of \$5,680,000 in general obligation bonds for the purpose of financing the majority of construction costs associated with the renovation of the library facility. Upon receipt of the bond funds, the City transferred \$5,743,460 to the Library. As of April 30, 2015, approximately \$3,600,000 of the transferred funds had been expended on the renovation project.



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor McCabe and Members of the City Council

CC: Darin Girdler, City Manager

From: Sue E. McMillan, City Clerk

AGENDA ITEM: Tax Abatements Resolutions for Previous Bond Ordinances

AGENDA DATE REQUESTED: December 14, 2015

ACTION REQUESTED: Authorization that taxes not be levied as provided in Bond Ordinances

DESCRIPTION:

The City's outstanding Bond Issue for the Sewer Treatment Plant Improvements, plus the Bond Issue of 2012 for Capital Improvement Projects, has language making the assumption that the Levy would be necessary to provide the funding for the payment of principal and interest on those bonds. However, the City has sufficient sources of funds from other revenue sources to make the bond payments. Therefore the levy and collection of a direct annual tax for the payment of and interest on the bonds is not necessary and needs to be abated.

RESOLUTION NO. 12-15/16

ABATEMENT OF TAXES ORDINANCE NO. 2667-12/13 SERIES 2012 \$2,100,000 (LEVY AND COLLECTION OF TAXES ORDINANCE NO. 2673-12/13)

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$319,300.00 provided in bond ordinance issued for Capital Improvements through Bernardi Securities, Inc.

RESOLUTION NO. 13-15/16

ABATEMENT OF TAXES ORDINANCE NO. 2625-10/11 SERIES 2010 \$7,110,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$587,530.00 provided in bond ordinance issued for Sewer Treatment Plant Improvements through Bernardi Securities, Inc.

FINANCIAL IMPACT: Bond payments to be made from sources other than the Levy.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Bond payments to be made from sources other than Property Tax Revenue. Some of the Bonds were for Enterprise Funds and should not come from General Fund Revenue sources.

IMPACT IF DENIED: Levy allocated as Corporate Fund would be reallocated as Bond Payments

ALTERNATIVES: None

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

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

	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that 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:	
Finance Department (Certification of Availability of Funds): Date:	
Corporation Counsel: Date:	
City Manager: Date:	

YEAR	SERIES 2012	SERIES 2010	TOTALS
2015	319,300.00	587,530.00	906,830.00
2016	318,250.00	591,752.50	910,002.50
2017	322,050.00	584,845.00	906,895.00
2018	196,950.00	581,670.00	778,620.00
2019		571,870.00	571,870.00
2020		565,971.25	565,971.25
2021		558,902.50	558,902.50
2022		555,407.50	555,407.50
2023		545,527.50	545,527.50
2024		539,207.50	539,207.50
2025		526,605.00	526,605.00
2026		522,312.50	522,312.50
2027		515,878.75	515,878.75
2028		498,203.75	498,203.75
		489,606.25	489,606.25

RESOLUTION NO. 13-15/16

WHEREAS, on August 23, 2010, the City Council of the City of Pekin passed Ordinance No. 2625-10/11 entitled "AN ORDINANCE providing for the issue of \$7,110,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds", authorizing the sale of \$7,110,000.00 principal amount of taxable general obligation; and

WHEREAS, said Ordinance 2625-10/11 (hereinafter referred to as the "Bond Ordinance"), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2015 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2015 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2015 in the amount of \$587,530.00 provided for in Section 8 of Ordinance No. 2625-10/11 entitled "AN ORDINANCE providing for the issue of \$7,110,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds" is hereby abated

and eliminated; it being the intent of the City Council that no taxes be levied for the year 2015 as provided in said Section 8 of Ordinance No. 2625-10/11.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2015 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2015 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2015 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 14th day of December 2015.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 12-15/16

WHEREAS, on October 22, 2012, the City Council of the City of Pekin passed Ordinance No. 2667-12/13 entitled “AN ORDINANCE providing for the issue of \$2,100,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2012, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds”, authorizing the sale of \$2,100,000.00 principal amount of taxable general obligation; and

WHEREAS, on November 26, 2012, the City Council of the City of Pekin passed Ordinance No. 2673-12/13 entitled “AN ORDINANCE providing for the Levy and Collection of Taxes for the Payment of the Principal of and Interest on \$1,975,000 Aggregate Principal Amount of General Obligation Bonds, Series 2012 and Related Matters; and

WHEREAS, said Ordinance No. 2667-12/13 (hereinafter referred to as the “Bond Ordinance”) and said Ordinance No. 2673-12/13 (hereinafter referred to as the “Levy and Collection Ordinance”) imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2015 contained in the Bond Ordinance and Levy and Collection Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance and the Levy and Collection Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance; and

WHEREAS, the tax levy for the year 2015 provided for in the Bond Ordinance and the Levy and Collection Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance.

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

Section 1. The levy of taxes for the year 2015 in the amount of \$319,300.00 provided for in Section 1 of Ordinance No. 2673-12/13 entitled "AN ORDINANCE providing for the Levy and Collection of Taxes for the Payment of the Principal of and Interest on \$1,975,000 Aggregate Principal Amount of General Obligation Bonds, Series 2012 and related matters" which supersedes the tax levy contained in Section 8 of Ordinance No. 2667-12/13, is hereby abated and eliminated; it being the intent of the City Council that no taxes be levied for the year 2015 as provided in said Section 1 of Ordinance No. 2673-12/13.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance and in the Levy and Collection Ordinance for the years subsequent to 2015 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2015 as provided for in the Bond Ordinance and the Levy and Collection Ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties,

Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2015 contained in the Bond Ordinance and the Levy and Collection Ordinance but only the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 14th day of December 2015.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Darin Girdler, City Manager

AGENDA ITEM: Reinstate Impound Ordinance

AGENDA DATE REQUESTED: 12/14/15

ACTION REQUESTED: Approve Amended Impound Ordinance

DESCRIPTION: Pekin enacted the impound ordinance in 2008 only to repeal it in 2011 after much debate. The ordinance has been amended to address council concerns. Case law provided shows that the ordinance is in line with current laws, case law and constitutional rights. The attached memo shows statistics from neighboring jurisdictions and provides data which shows issues addressed are on a decline in their communities. When one looks at the Pekin data we show an increase in the activity since the repeal of the ordinance. The intent is to make our community and roadways safer. The ordinance is but one tool to achieve that goal. By reinstating the ordinance this will benefit the City of Pekin by providing the police department with a tool to hold owners responsible who utilize their vehicles for the specified crimes, or for loaning their vehicles to persons who commit those crimes. It is an accountability tool intended to gain compliance, and render our roadways and community safe.

FINANCIAL IMPACT: Revenues are likely to be generated under this ordinance, however being that the intent is not to be a revenue source we cannot project the income it will draw. Communities who have enacted this ordinance have shown significant revenue. Some costs will be incurred as they pertain to certified mailings and providing an administrative hearing officer.

NEIGHBORHOOD CONCERNS: This ordinance is intended to make our roadways safer and provide us with a tool to address specific issues being seen on a daily basis in the City of Pekin. Issues such as Meth use and distribution. Also removing those persons from the road who should not be driving and pose a threat to our community. This ordinance is but one tool that will be utilized in the overall community policing concept.

IMPACT IF APPROVED: The goal is to provide for a safer community.

IMPACT IF DENIED: It would be anticipated that the roadway crash and other related statistics would continue to rise.

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES**Department Director:**

Date: 12/2/15

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:

ORDINANCE NO. 2734-15/16

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form, contains within Title 6, Chapter 2 on Offenses/Misdemeanors;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend Title 6, Chapter 2, Offenses/Misdemeanors;

WHEREAS, the City desires to reduce, eliminate and curb illegal drug activity, illegal firearm activity, and illegal driving under the influence and while license suspended or revoked in the City by supplementing the criminal laws with a civil penalty; and

WHEREAS, the penalty herein provided is found by the City Council to be large enough to function as a deterrent (to induce vehicle owners to refrain from illegal activity in the vehicle and to ask borrowers questions about the uses to which the vehicle will be put, and to refrain from lending the vehicle whenever the owner has misgivings about items that may find a temporary home in the vehicle), but not so large as to be grossly out of proportion to the activities that the City is seeking to deter; and

WHEREAS, the penalty herein provided will serve the deterrent purpose of reducing, eliminating and curbing illegal drug activity, illegal firearm activity, and illegal driving under the influence and while license suspended or revoked in the City; and

WHEREAS, it is in the best interests of the health, safety, and welfare of the residents of the City of Pekin, Tazewell County, Illinois that the Police Officers of the City be authorized to seize and impound motor vehicles under the conditions and subject to the provisions herein contained:

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

That Title 6, Chapter 2 of the Code of the City of Pekin, Tazewell County, Illinois be, and the same hereby is, amended as follows by adding a Section 14 entitled "Seizure and Impounding of Vehicles" which shall read as follows:

- **6-2-14: - VEHICLE IMPOUNDMENT**
(Ord. No. 2734-15/16 12/14/15)
- **6-2-14: - Vehicle seizure and impoundment.**
 - (a) *Violations authorizing seizure.* Except as provided in subsection (b), a motor vehicle, operated with the permission, express or implied, of the owner of record, that is used in connection with the following violations, shall be subject to seizure and impoundment by the City of Pekin, and the owner of record of said vehicle shall be liable to the City of Pekin for an administrative penalty in addition to any towing and storage fees as hereinafter provided.
 - (1) Driving with suspended or revoked license, 625 ILCS 5/6-603, an administrative penalty of \$500.00, except that vehicle shall not be subjected to seizure or impoundment if the suspension is for an unpaid citation (parking or moving) or due to failure to comply with emission testing.
 - (2) Driving under the influence, 625 ILCS 5/11-501(a), an administrative penalty of \$500.00.
 - (3) When a motor vehicle is operated by a person against whom a warrant has been issued by a Circuit Court in Illinois, for failing to answer charges that the driver violated (a)(1) or (a)(2) of the above or for a violation of 625 ILCS 5/6-101, an administrative penalty of \$500.00.
 - (4) No valid driver's license, 625 ILCS 5/6-101(a), an administrative penalty of \$500.00.
 - a. Except a person that had a valid driver's license that is expired for less than one year.
 - b. Except a person who is less than 17 years of age operating a motor vehicle on any street or highway when in violation of the Child Curfew Act (720 ILCS 555/0.01 et seq.) or [section 66-71](#).
 - (5) Fleeing or attempting to elude, 625 ILCS 5/11-204, an administrative penalty of \$500.00
 - (6) Reckless driving; pursuant to 625 ILCS 5/11-503 and street racing; pursuant to 625 ILCS 5/11-506, an administrative penalty of \$500.00.

- (7) Illegal transportation of alcohol/driver, 625 ILCS 5/11-502(a), an administrative penalty of \$500.00.
- (8) Firearms offenses, an administrative penalty of \$500.00;
 - a. 720 ILCS 5/24-1, Unlawful use of weapons.
 - b. 720 ILCS 5/24-1.1, Unlawful use or possession of weapons by felons or persons in the custody of the Department of Corrections facilities.
 - c. 720 ILCS 5/24-1.2, Aggravated discharge of a firearm.
 - d. 720 ILCS 5/24-1.2-5, Aggravated discharge of a machine gun or a firearm equipped with a device designed or used for silencing the report of a firearm.
 - e. 720 ILCS 5/24-1.5, Reckless discharge of a firearm.
 - f. 720 ILCS 5/24-1.6, Aggravated unlawful use of a weapon.
- (9) Drug offenses: Possession of cannabis more than 30 gms., 720 ILCS 550/4.(d), (e), (f), and (g), an administrative penalty of \$500.00.
- (10) Drug offenses: Unauthorized possession of controlled substances, 720 ILCS 570/402, an administrative penalty of \$500.00.
- (11) Drug offenses: Methamphetamine Control and Community Protection Act, 720 ILCS 646, an administrative penalty of \$500.00
- (12) Soliciting a Prostitute: 720 ILCS 5/11-14, an administrative penalty of \$500.00
- (13) Leaving the Scene of an Accident Involving Injury or Death 625 ILCS 5/11-401, an administrative penalty of \$500.00.

(b) *General regulations.*

- (1) This section shall not replace or otherwise abrogate any existing state or federal laws or city ordinance pertaining to vehicle seizure and impoundment, and these penalties shall be in addition to any penalties that may be assessed by a court for any criminal charges.
- (2) This section shall not apply if the vehicle used in the violation was stolen at that time and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered.
- (3) Fees for towing and storage of a vehicle under this section shall be those approved by the chief of police for all towers authorized to tow for the police department.
- (4) Reserved.
- (5) Reserved.

(c) *Notice.* Whenever a police officer has probable cause to tow, the police officer shall notify any person identifying himself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, of the fact of the seizure and of the vehicle and of owner's right to request a preliminary vehicle impoundment hearing to be conducted under this section. Said vehicle shall be impounded pending the completion of the hearings provided for in subsection (d) herein, unless the owner of the vehicle posts with the City a cash bond in the amount of \$500.00 and pays the towing and storage charges.

(d) *Preliminary hearing.* If the owner of record of a vehicle seized pursuant to this section desires to appeal the seizure, said owner must make a request for said hearing within 24 hours of the seizure. Said request shall be in writing and filed with the chief of police or his designee who shall conduct such preliminary hearing within 24 hours after receipt of the request excluding Saturdays, Sundays, or City holidays. All interested persons shall be given a reasonable opportunity to be heard at the preliminary vehicle impoundment hearing. The formal rules of evidence will not apply at the hearing and hearsay evidence shall be admissible only if it is the type commonly relied upon by reasonably-prudent persons in the conduct of their affairs. If, after the hearing, the chief of police or his designee determines there is probable cause to believe that the vehicle is subject to seizure and impoundment pursuant to this section, he shall order the continued impoundment of the vehicle as provided in this section, unless the owner of the vehicle posts with the City a cash bond in the amount of \$500.00, and pays the tower any applicable towing and storage fees. If the chief of police or his designee determines that there is no such probable cause, the vehicle will be returned without penalty or other fees.

(e) *Hearing.* Within ten days after a vehicle is seized and impounded pursuant to this section, the City shall notify by certified mail, return receipt requested, the owner of record of the date, time, and location of a plea hearing that will be conducted, pursuant to this section. The owner will appear at a plea hearing and enter a plea of guilty or not guilty. If a plea of guilty is entered, the case will be disposed of at that time. If the owner pleads not guilty, a final hearing shall be scheduled and held, unless continued by order of the hearing officer, no later than 45 days after the vehicle was seized. All interested persons shall be given a reasonable opportunity to be heard at the hearing. At any time prior to the hearing date, the hearing officer may, at the request of either party, direct witnesses to appear and give testimony at the hearing. The formal rules of evidence will not apply at the hearing, and hearsay evidence shall be admissible only if it is the type commonly relied upon by reasonably-prudent persons in the conduct of their affairs. If, after the hearing, the hearing officer determines by a preponderance of evidence that the vehicle was used in connection with a violation set forth in this section, the hearing officer shall enter an order finding the owner of record of the vehicle civilly liable to the City for an administrative penalty in an amount not to exceed \$500.00 and requiring the vehicle to continue to be impounded until the owner pays the administrative penalty to the City plus fees to the tower for the towing and storage of the vehicle. If the owner of record fails to appear at the hearing, the hearing officer shall enter a default order in favor of the City. If the hearing officer finds that no such violation occurred, the hearing officer shall order the immediate return of the owner's vehicle or cash bond without fees.

(f) *Administrative penalty.* If an administrative penalty is imposed pursuant to this section, such penalty shall constitute a debt due and owing to the City. If a cash bond has been posted pursuant to this section, the bond shall be applied to the penalty. If a vehicle has been impounded when such a penalty is imposed, the City may seek to obtain a judgment on the debt and enforce such judgment against the vehicle as provided by law. Except as provided otherwise in this section, a vehicle shall continue to be impounded until the penalty is paid to the City and any applicable towing and storage fees, are paid to the tower, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle or the vehicle is sold or otherwise disposed of to satisfy a judgment to enforce a lien as provided by law. If the administrative penalty and applicable fees are not paid within 30 days after an administrative penalty is imposed against an owner of record who defaults by failing to appear at the hearing, the vehicle shall be

deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles. In all other cases, if the administrative penalty and applicable fees are not paid within 30 days after the expiration of time at which administrative review of the hearing officer's determination may be sought, or within 30 days after an action seeking administrative review has been resolved in favor of the City, whichever is applicable, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles under the Illinois Vehicle Code.

(g) *Vehicle possession.*

(1) Except as otherwise specifically provided by law, no owner, lien holder, or other person shall be legally entitled to take possession of a vehicle impounded under this section until the administrative penalty and fees applicable under this section have been paid. However, whenever a person with a lien of record against an impounded vehicle has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund to the City the amount of the net proceeds of any foreclosure sale, less any amounts required to pay all lien holders of record, not to exceed the administrative penalty, plus the applicable fees.

(2) For purposes of this section, the "owner of record" of a vehicle is the record title holder as registered with the secretary of state, State of Illinois.

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 rarified and are in full force and effect.

BE IT FURTHER ORDAINED that this Ordinance takes precedence over and supersedes any and all ordinances or parts of ordinances in conflict herewith.

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 _____, 2015; and upon roll call the vote was as
follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK



CITY OF PEKIN
POLICE DEPARTMENT



December 1, 2015

To: Mayor, Council and City Manager
From: John Dossey, Chief of Police
Subject: Impound Ordinance

At your direction, I have reviewed information provided to me from the City of Pekin as it pertains to our impound ordinance. Most of you already know the history of the ordinance and the concerns and questions which have been raised by not only elected officials but the public as well. I am very familiar with this ordinance, as it was implemented at my prior department in 2004, and I managed the program for some time and observed positive results which I will provide to you to help in your decision making process to consider reinstating this ordinance.

HISTORY

Attached (Item A) is a memo that former Chief Nelson wrote to the Mayor, Council and City Manager on July 11, 2011 regarding the impound ordinance. In that memo Chief Nelson reviewed the existing ordinance and provided data. Chief Nelson also addressed some questions / concerns that I will implement later in my recommendation. He also suggested some modifications to the ordinance, which I will also discuss.

In summary, the impound ordinance was approved on June 23, 2008 and was effective July 3, 2008. After scrutiny by the council it was repealed on August 8, 2011. In essence it was in place for approximately three (3) years.

In Chief Nelson's memo it was noted that during that time frame there were 1,410 vehicles which fell subject to the impound ordinance. Chief Nelson provided the percentages and graphs to help one see the violations that "triggered" the ordinance. One will find that a majority of those offenses which were "triggering" offenses were DUI, and driving while license was suspended or revoked comprising approximately 75% of the vehicles impounded. These are the people who the ordinance is intended to address in making a difference in our community to make the roadway safer.

In Chief Nelson's memo he further addressed the items showing "trend" lines. These trend lines read the data provided and in essence predict, based on the numbers provided, where we



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are headed in the future. Most of the data indicated that we were on a downward trend, however slight, which is the intention of the ordinance, to gain compliance and make our roadways safer, thus making a difference in our community.

I agree with Chief Nelson that we were only just beginning to use the ordinance and see its effects. It was in place for such a short time I do not believe we received a true understanding of the impact the ordinance may have had in keeping our roads safe, or the impact it may have had impacting other crimes.

Modifications to Ordinance:

Chief Nelson addressed this in his memo as well. Some of the topics he discussed were the following:

- Remove the drug paraphernalia triggering offense.
- Remove all misdemeanor drug offenses.

Both which I absolutely agree with and one will see is addressed in the new proposed ordinance.

Some of the other issues that Chief Nelson mentioned in his memo were the following, which I address from my point of view:

Revise Administrative Fee Amount: My answer to this is that the agencies polled all have implemented the \$500 administrative fee. The purpose of the penalty is to let the public know, through the financial impact, that we take this seriously and the intention is to act as a **deterrent** to not commit the act. Anything less, in my opinion, would not be a deterrent but rather the cost of doing business. We are placing the public on notice well in advance. The public knows this law exists and if caught these are the consequences. One also has to consider that we are recouping our costs as well for the officers down time and time spent in court on these matters.

Innocent Owner Option: This is probably the most discussed part of the ordinance that I have seen. I will discuss it further in my own report and recommendation. While Chief Nelson discussed this as a possibility I think he and I are on the same page with the "dangers" that are



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involved with having an option of this nature. I will discuss this as well in my portion, but wanted the council to be aware that this is a tremendous concern.

Why an Impound Ordinance:

An Impound Ordinance is not anything new in society. It is not only significant to the northern part of Illinois and Chicago. It is a "tool" which we use to help make a difference in our communities. It is an effort to make our roadways safer. It is a tool which gives us some "flexibility" to help Pekin address the issues that we face in our own community. We can add problems to the ordinance, such as Meth, to hopefully address that issue. It is only a "tool" to give us some teeth in our enforcement efforts. The impound ordinance alone will not resolve all the immediate issues. It is but one option which, along with other strategies, can make a significant impact on our policing efforts. If one looks on the Internet they will find that this tool is not only used locally, but rather throughout the state, nationally and global as well.

Reasons for an Impound Ordinance

There are many reasons to support implementing the impound ordinance. First and foremost the safety of the motoring public. By removing unlicensed and impaired drivers from the roadway we address these issues. Traffic safety correlates to decreased traffic crashes. The impound program acts as a deterrent to keep those caught from doing it again. The program makes the owners responsible and holds them accountable for their vehicle. Similar to nuisance ordinances, it applies accountability principles. The administrative fee helps alleviate the time and cost of the officers, staff, and equipment consumed during the processing. We are also sending the message of "Don't drive without a license, drunk or drugged in Pekin!" The ordinance also acts as a deterrent for the criminal offenses that it addresses, particularly the controlled substance violations and the issues involving Meth.

FAQ's / Complaints

Why can't I let someone else drive? Or, my friend is in the car he / she can drive. Why can't I turn keys over to someone else? Why won't you call the owner and wait for them to come? Why not just park it on the street? *(The answer is the same for all)*

Answer: LIABILITY – allowing someone else to drive always puts liability on the police department / City!



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- If something happens to the owner's car, the police department can be blamed for allowing that person to take the car or for not securing the vehicle if it is left on the street.
 - The owner can state he / she never gave permission for the car to be released to that person.
 - The person leaves and gets into an accident (Attachment B)
 - The person takes the car and doesn't return it.
 - Administering alcohol tests to the passenger.

Further answers that would apply is that by not allowing this we eliminate the allegations of favoritism. People can't say that some get to drive away and some don't. As the law pertains to DUI arrests statute mandates the tow and a 12 hour hold of the vehicle that was in use. Finally the deterrent effect. The purpose is to make a difference for permitting unauthorized people to drive.

Questions as They Pertain to Owner's (Innocent Owner)

This has been a delicate topic in Pekin and one where the opinions vary the most. I have heard the term "innocent owner" many times over in my short time as the Chief of Police in Pekin and upon reviewing Chief Nelson's memos and notes it would appear he and I share similar concerns with the ordinance and one's definition of "innocent owner" as it applies to the ordinance.

There are many ways to look at this and the scenarios one can think of would vary and run many. However, simply put, if you or I loan our vehicle to another person and they are involved in an accident ultimately the insurance company will hold the owner of the vehicle responsible for the deductibles and any damages out of pocket, not the person the vehicle was loaned to, just the owner. The same principle applies here with the impound ordinance. As a deterrent we also want to get the message out to owners who are repeatedly lending their vehicle to unlicensed or impaired drivers.

To adopt an "excuse" in our ordinance defining an innocent owner would only encourage those in violation to come up with an excuse. The due process needs to work here and ultimately they can be heard by the administrative law judge, who is trained not only in administrative law, but with these particular ordinances and the processes. They are aware of litigation and



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case law that would pertain to these scenarios. Simply put, let the processes set forth within the ordinance do their job and let the process work.

Revised Ordinance

(Attachment C) is the revised ordinance. In this ordinance one will find that some of the issues were removed, such as misdemeanor drugs, and drug paraphernalia. Also removed was the section where the City of Pekin was responsible for paying the tow company in the event the person won their hearing. This is a cost to the City that is not necessary to impose. The new version addresses roadway safety and includes the following:

- Driving on a suspended or revoked driver's license.
- Driving under the influence.
- Arrest warrants for those who fail to appear for a DWLS / DWLR or DUI charge.
- Not having a valid driver's license. (never issued or expired for more than a year)
- Fleeing or attempting to elude.
- Reckless Driving.
- Street Racing. (drag racing)
- Illegal Transportation of Alcohol. (Driver)
- Firearms Offenses.
- Felony Amounts of Cannabis.
- Possession of controlled substances.
- Methamphetamine violations.

So as one can see these are incidents that will impact the safety on the roadway, and address some of the drug-related issues that we face on a daily basis in the City of Pekin.

Also in the ordinance there is a 24-hour hearing provision. In the past I believe that ordinance was revised to contact a hearing officer to conduct. This is not necessary. The 24-hour hearing is to determine if there was cause for the officer to tow the vehicle pursuant to the ordinance. The majority of the time the tow will be upheld, but the person still has the time to get information together for their formal hearing with the hearing officer a couple weeks down the road. This allows the supervisor to conduct the hearing and make a determination. For example they have the paperwork from the Secretary of State's office and there was a clerical



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error. We would release the vehicle without any charges and the tow company would release without charges to the owner or the City of Pekin.

Other Questions by the Public and Council

- ***Why is this ordinance being created when state law is in place?***

The ordinance when initially established primarily pertained to home rule communities. The reason the state created the law was to give those communities experiencing similar issues the opportunity to use the law to have the same impact on traffic safety as those the home rule communities were experiencing. The home rule communities are allowed to be more restrictive and utilize the ordinance to address other issues such as the drugs or noise ordinances, therefore, Pekin is not superseding state law.

- ***Isn't this taking revenue from the state?***

The answer is simply no. The state gets their portion from the penalty phase in the criminal courts. This is a "separate" civil process to recoup costs associated with the officer being tied up on the processing, report writing, and eventual court.

- ***This is just another form of taxation***

No, if it were taxation it would apply to all. The ordinance only applies to those who are in violation. Those of us who follow the law and have valid licenses and are not intoxicated have nothing to fear. Only those who are offenders and repeat offenders are affected. If owners allow offenders to drive their vehicles then they will be held accountable.

- ***It is a fine before day in court***

Their day in court applies to the criminal portion. The impound ordinance is a civil procedure that aims to recoup the costs associated with the officers time and use of equipment and overtime costs for attending court.



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- This is just a revenue maker for the City.

The overall intent of the ordinance is simply one that is looking to deter a particular behavior. Fines and fee's being implemented is not a new concept. When the traffic ticket system was implemented years ago fines being attached was intended to impact the pocket book of the violator to gain compliance. This is the same concept, the process is just slightly different as it falls under a civil proceeding. It is not a revenue and should not be consider a revenue maker as we cannot project the income that would be generated from year to year. Our overall goal is to have zero, but in a real world there will be violators and our intentions are to make the roadways safer and gain compliance by those who should not be driving to comply.

Recent Court Decision

There has been much debate amongst the council members on a variety of issues pertaining to the impound ordinance from the various meeting minutes that I have read. Recently a decision was handed down from the Third District Appellate Court regarding a lawsuit filed against the City. This order is the most recent, dated November 3, 2015. (Attachment D). I believe many of the questions that Council had are addressed in the Judge's ruling on this matter. I strongly encourage all council members to read this as the decision clearly shows that what we are doing is correct.

Tow Company Guidelines

I want to bring to Councils attention law changes that will take effect on January 1, 2016. Public Act PA99-0438 was signed into law by Governor Rauner as it pertains to tow companies. This law was brought forth by the Tow Industry and in essence grants authority to the Chief of Police to determine the number of tow companies to be on a rotational list and the requirements that tow companies must comply with to be considered. Attached you will find a letter that will be sent out to all tow companies that are currently on our tow / rotational list addressing those requirements. I will be requesting from the tow agencies tow pricing so that they can be locked in and we can choose those tow agencies that offer the best pricing. This will ensure that costs remain reasonable and the tow company will have to comply with refunding any monies in the event that the owner wins at their administrative hearing. (Attachment E).



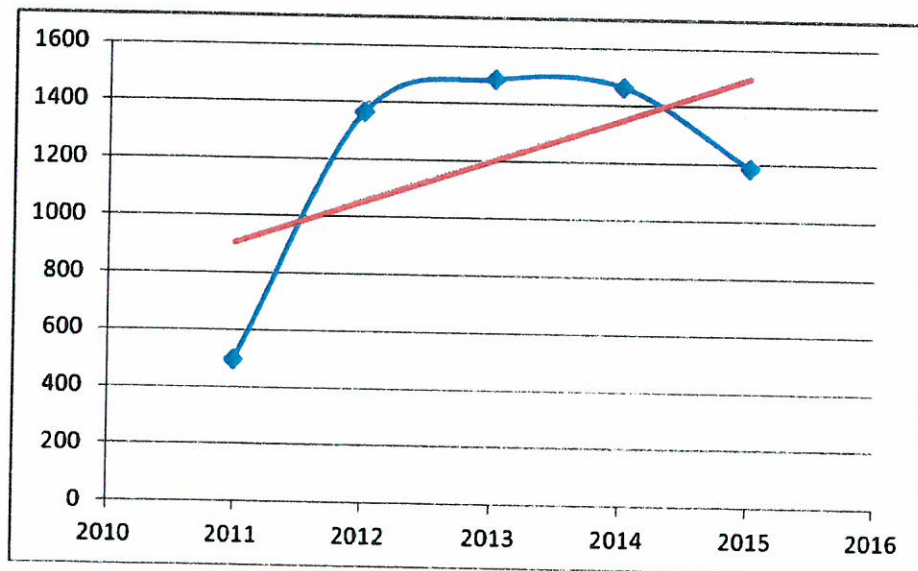
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Statistics

Since the repeal of the Impound Ordinance I directed staff to review statistics as they pertain to Pekin in the following categories. Driving While License Suspended / Revoked, Driving Under The influence and reported crashes in the City of Pekin. One will see that after the repeal of the ordinance offenses in those categories rose significantly compared to other jurisdictions who retained the Impound Ordinance. In particular Bartonville and Peoria show success in the program.

PEKIN	DWLS/R	DUI	CRASHES	TOTAL
AUG. 8, 2011	75	25	400	500
2012	235	115	1022	1372
2013	284	235	971	1490
2014	226	269	975	1470
2015	194	123	874	1191
	1014	767	4242	6023



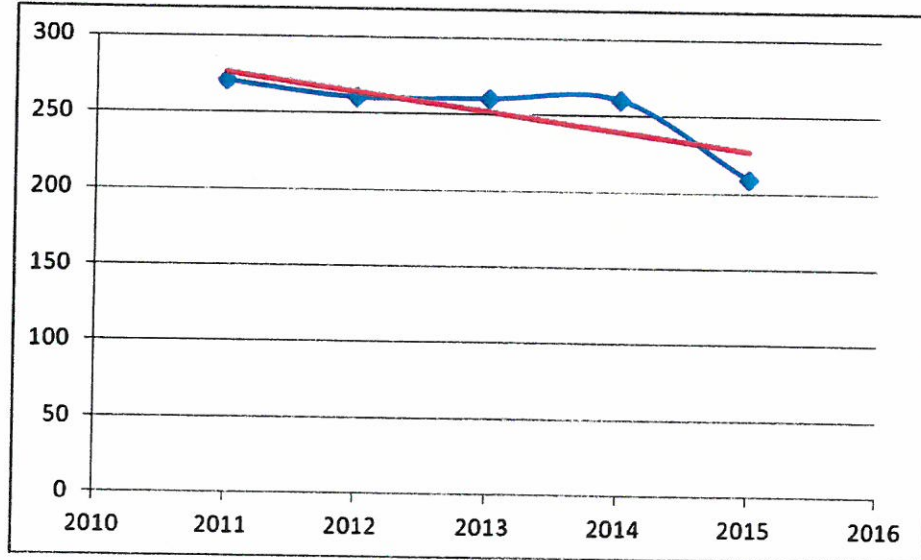


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Below are surrounding jurisdictions who utilize the impound ordinance and one will see that over the past five years their numbers indicate success and their numbers show a downward trend.

BARTONVILLE	DWLS/R	DUI	CRASHES	TOTAL
2011	16	6	249	271
2012	11	7	243	261
2013	8	6	247	261
2014	5	2	254	261
2015 (end of August)	9	7	194	210
	49	28	1187	1264

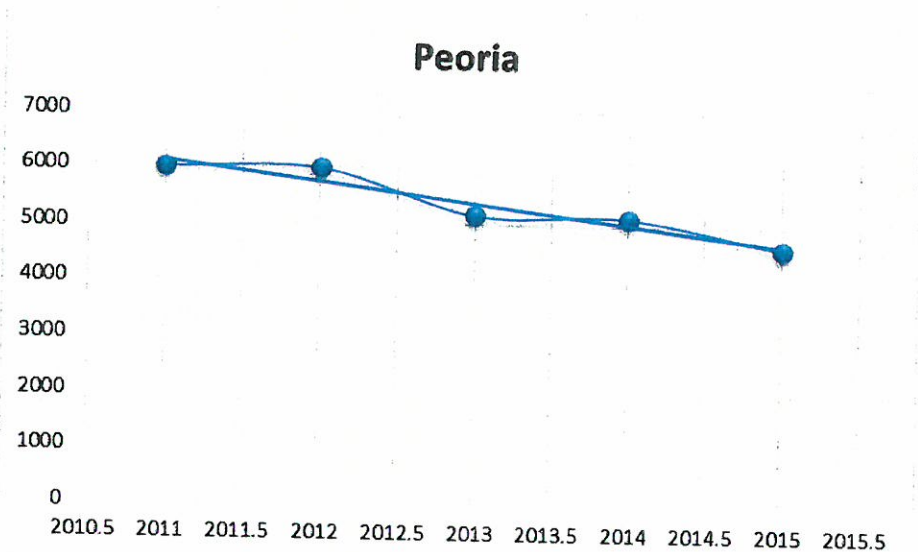




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PEORIA	DUI/DWLS/R	DUI	CRASHES	TOTAL
2011	1160	306	4530	5996
2012	1158	426	4409	5993
2013	799	173	4205	5177
2014	764	168	4210	5142
2015	578	188	3843	4609
TOTALS	4459		21197	25656



The towns below implemented the impound program as well; however the numbers could make one think that the program is not working as we will see some increases in their numbers. This concerned me and prompted me to call those departments to inquire as to why those numbers may have increased.

As they pertain to East Peoria we were advised that they have added four new officers. East Peoria now run shifts with a minimum of five officers. The totals will now show more activity thus East Peoria's number have increased. They will most likely level off over time.

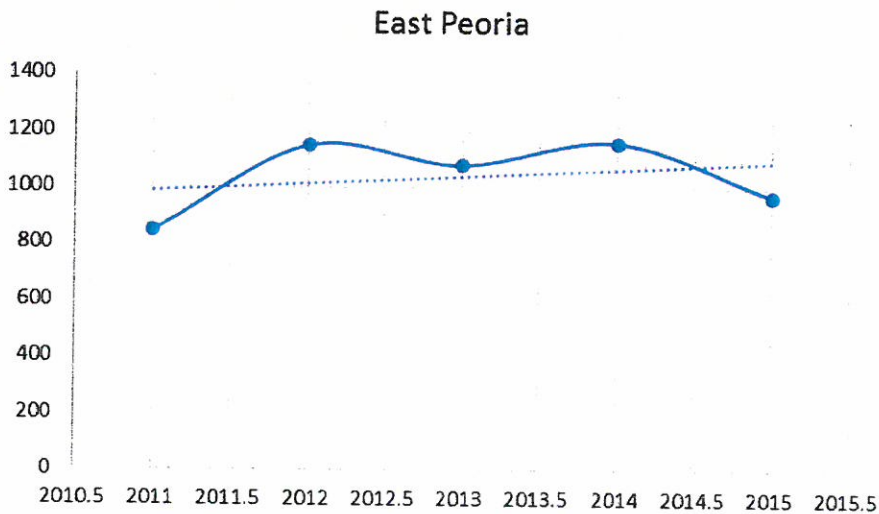


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Washington indicated that they have also added more officers and the department has been more "aggressive" with their traffic enforcement efforts so their numbers reflect increased officer activity as well. Both agencies indicate that the impound program is showing success in crime overall. A trend line was added that shows overall the program is working for their respective departments.

EAST PEORIA	DWLS/R	DUI	CRASHES	TOTAL
2011	51	24	775	850
2012	46	34	1072	1152
2013	47	41	996	1084
2014	73	68	1023	1164
2015	115	81	778	974
	332	248	4644	5224



East Peoria is showing a slight rise in numbers due to addition of officers, increased shift minimums and increased activity by the officers.

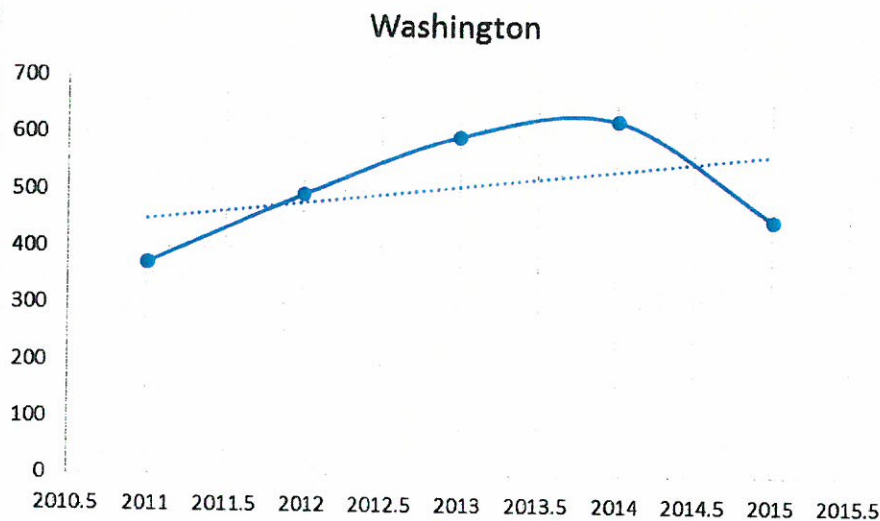


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WASHINGTON	DWLS/R	DUI	CRASHES	TOTAL
April -Dec 2011	27	50	298	375
2012	33	106	356	495
2013	76	121	401	598
2014	66	91	470	627
2015	66	86	301	453
	268	454	1826	2548



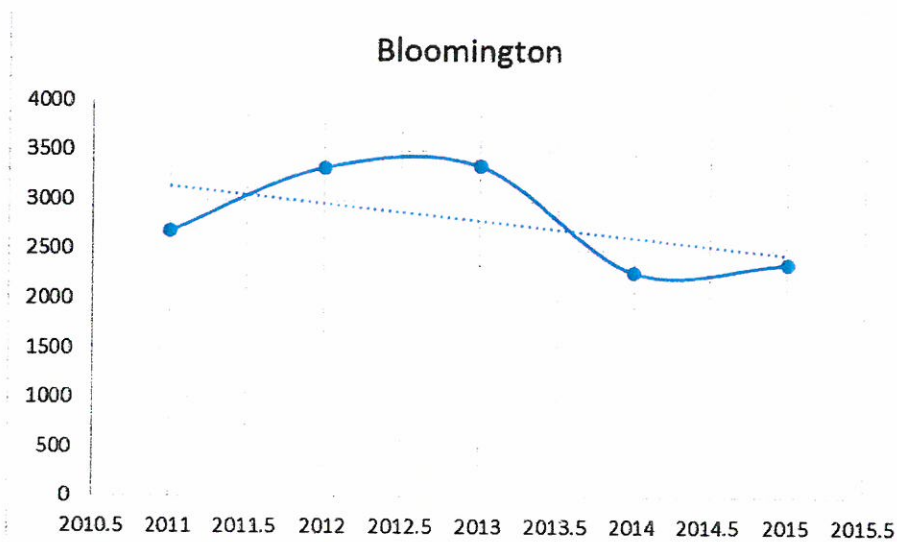
Washington PD indicated that they have some young new officers that are very active with traffic enforcement therefore their numbers have increased with stops and activity.



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BLOOMINGTON	DWLS/R	DUI	CRASHES	TOTAL
2011	419	149	2125	2693
2012	493	158	2690	3341
2013	469	246	2641	3356
2014	491	262	1534	2287
2015	350	150	1877	2377
	2222	965	10867	14054



Bloomington's trend line shows that the impound program is working.



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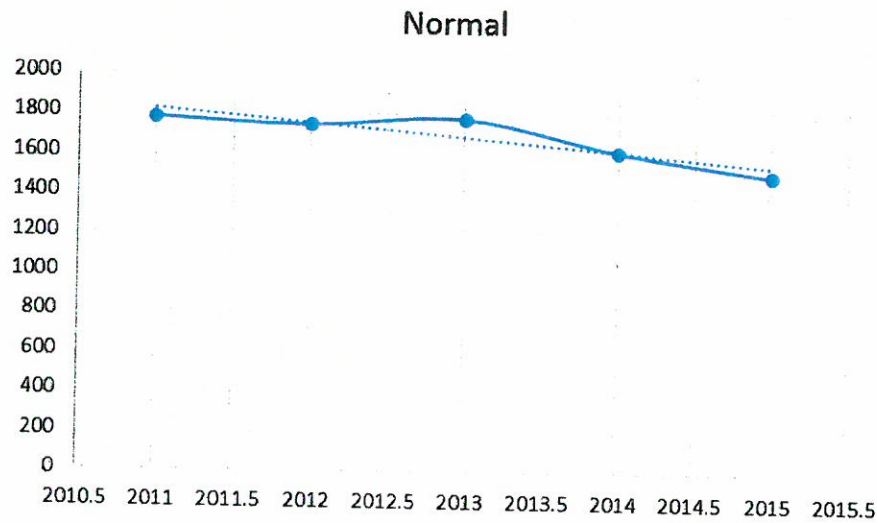
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GALESBURG	DWLS/R	DUI	CRASHES	TOTAL
2011		82		
2012		77	1059	
2013		67	1054	
2014		78	1139	
2015				

Galesburg does not keep enough statistics to show the overall impact of their program.

NORMAL	DWLS/R	DUI	CRASHES	TOTAL
2011	N/A	296	1486	1782
2012	N/A	322	1427	1749
2013	N/A	279	1502	1781
2014	N/A	267	1353	1620
2015	N/A	245	1263	1508
	DO NOT TRACK	1409	7031	8440



Normal police department trend indicates that the impound program is working.



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Hanover Park Data:

Traffic Arrests: All DWLS / DWLR / DUI / Other

Monthly Totals													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TTL
2007 Totals	200	172	260	255	174	131	138	154	153	180	132	111	2,060
2008 Totals	118	109	148	114	133	136	126	136	150	155	117	88	1,530
2009 Totals	150	157	153	169	141	56	99	112	104	94	91	102	1,428
2010 Totals	133	111	94	82	109	102	129	152	142	101	110	87	1,352
2011 Totals	181	135	149	166	111	102	144	127	154	119	119	125	1,632
2012 Totals	166	147	180	143	179	164	202	136	152	177	175	131	1,952
2013 Totals	144	133	133	143	170	130	145	152	122	157	139	138	1,706
2014 Totals	165	166	184	132	129	112	126	124	101	88	90	91	1,508
2015 Totals	114	97	106	90	95	103	121	112	113				951

YTD Totals													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TTL
2007 Totals	200	372	632	887	1,061	1,192	1,330	1,484	1,637	1,817	1,949	2,060	2,060
2008 Totals	118	227	375	489	622	758	884	1,020	1,170	1,325	1,442	1,530	1,530
2009 Totals	150	307	460	629	770	826	925	1,037	1,141	1,235	1,326	1,428	1,428
2010 Totals	133	244	338	420	529	631	760	912	1,054	1,155	1,265	1,352	1,352
2011 Totals	181	316	465	631	742	844	988	1,115	1,269	1,388	1,507	1,632	1,632
2012 Totals	166	313	493	636	815	979	1,181	1,317	1,469	1,646	1,821	1,952	1,952
2013 Totals	144	277	410	553	723	853	998	1,150	1,272	1,429	1,568	1,706	1,706
2014 Totals	165	331	515	647	776	888	1,014	1,138	1,239	1,327	1,417	1,508	1,508
2015 Totals	114	211	317	407	502	605	726	838	951	951	951	951	951



CITY OF PEKIN
POLICE DEPARTMENT



DUI Arrest Statistics / Hanover Park

Monthly Totals													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TTL
2006 Totals	35	31	41	25	34	36	42	37	38	38	25	36	418
2007 Totals	38	26	32	35	24	20	25	30	37	44	26	26	363
2008 Totals	11	20	30	23	20	28	21	20	21	19	22	8	243
2009 Totals	17	14	14	23	14	11	8	13	9	18	11	10	162
2010 Totals	12	14	18	18	4	11	10	23	8	11	10	6	145
2011 Totals	22	21	18	18	9	9	15	18	19	12	16	12	189
2012 Totals	10	20	27	19	27	19	20	20	16	19	18	23	238
2013 Totals	14	22	25	9	24	16	15	15	15	16	20	6	197
2014 Totals	14	16	15	16	20	16	17	23	21	8	11	7	184
2015 Totals	10	14	18	11	19	14	20	14	20				140

YTD Totals													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TTL
2006 Totals	35	66	107	132	166	202	244	281	319	357	382	418	418
2007 Totals	38	64	96	131	155	175	200	230	267	311	337	363	363
2008 Totals	11	31	61	84	104	132	153	173	194	213	235	243	243
2009 Totals	17	31	45	68	82	93	101	114	123	141	152	162	162
2010 Totals	12	26	44	62	66	77	87	110	118	129	139	145	145
2011 Totals	22	43	61	79	88	97	112	130	149	161	177	189	189
2012 Totals	10	30	57	76	103	122	142	162	178	197	215	238	238
2013 Totals	14	36	61	70	94	110	125	140	155	171	191	197	197
2014 Totals	14	30	45	61	81	97	114	137	158	166	177	184	184
2015 Totals	10	24	42	53	72	86	106	120	140	140	140	140	140

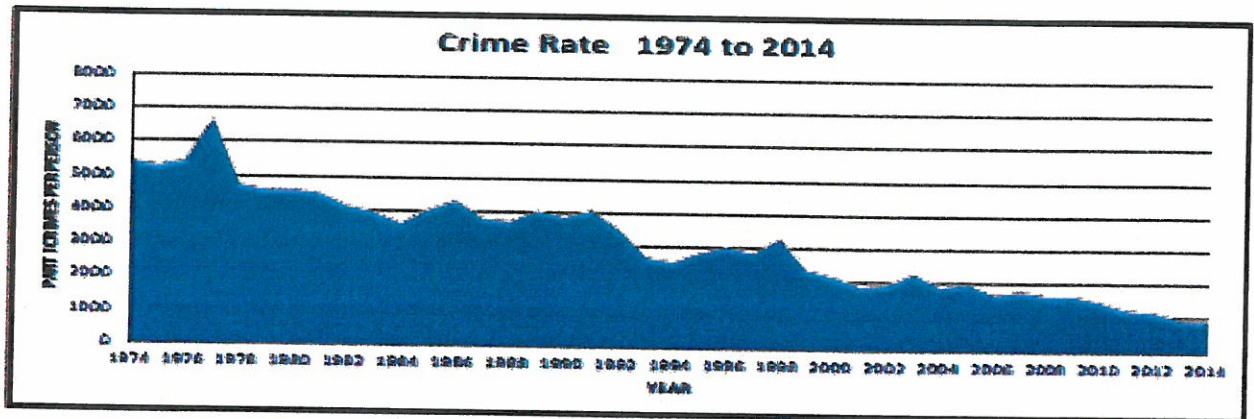


CITY OF PEKIN

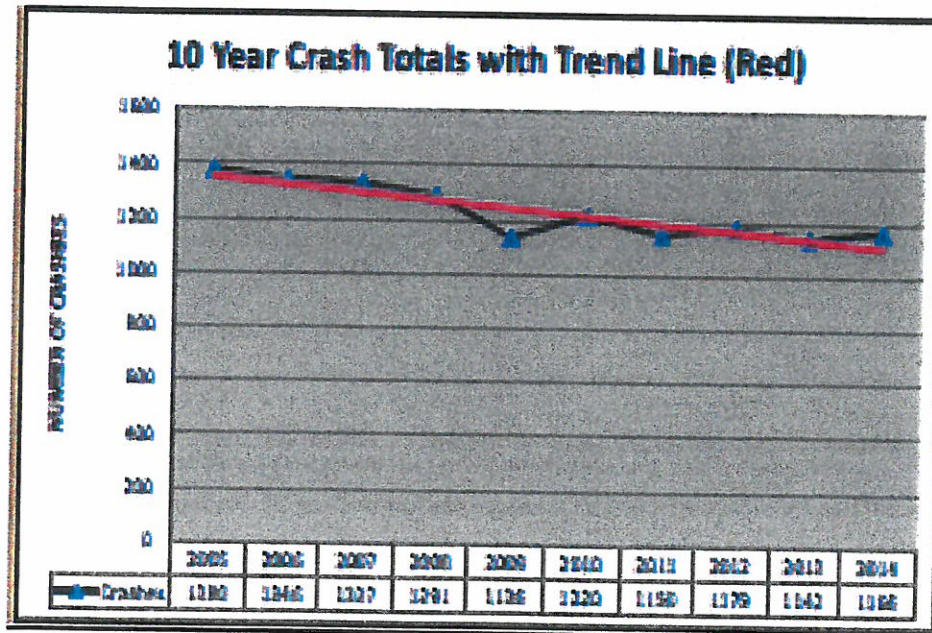
POLICE DEPARTMENT



Hanover Park Crime Rate Statistics



Hanover Park Crash Statistics





CITY OF PEKIN
POLICE DEPARTMENT



Below is additional data that was available from two of the agencies as it pertains to specific problems they were addressing and how the ordinance impacted their issues:

BARTONVILLE

	CANNABIS	DRUG PARA	DRUGS	NO DL	DL REVOKED	DL SUSP	DUI	TOTAL
2005	43	34	**24	*	*	*	*	77
2006	74	67	68	11	18	57	28	323
2007	49	43	74	15	31	54	32	298
2008	46	40	51	12	9	33	10	201
2009	31	14	27	9	7	18	13	119
2010	22	17	17	6	13	8	15	98
2011	22	28	21	3	4	12	6	96
2012	36	27	14	1	3	8	7	96
2013	15	15	9	0	0	8	6	53
2014	16	17	14	2	2	3	2	56
2015 (end of August)	7	6	9	1	1	8	7	39
TOTAL	361	308	304	60	88	209	126	1456

*STARTED IN 2006

**DRUG IMP STARTED IN MAY 2005

\$500 Impound
fee

Preliminary hearing on probable cause request within 12 hours, hearing within 72 hours of request
Final hearing notice within 10 days of impound, 15 days to request a hearing, hearing within 45 days



CITY OF PEKIN

POLICE DEPARTMENT



PEORIA

	TRAFFIC	VICE	NOISE	NOISE* IMP	FOR OTHER OFFENSES
					TOTAL
2008	960	537	104	39	1640
2009	935	340	58	13	1346
2010	1003	275	25	16	1319
2011	1160	244	39	16	1459
2012	1158	329	145	28	1660
2013	799	212	42	9	1062
2014	764	216	15	3	998
2015 (THRU SEPT	578	121	21	3	723
TOTALS	7357	2274	449	127	10207

Peoria

\$500 fee

Owner has to request Preliminary Hearing within 12 hours. Hearing held within 72 hours

Final Hearing notice sent within 10 days of impound.

Owner must request hearing within 15 days of receipt of hearing notice.

Hearing to be held within 45 days.

Offenses

DUI

DWLS/R

Fleeing and eluding

Leaving the scene of personal injury/property damage accident

Controlled Substances includes drug paraphernalia

UUV

Prostitution

Noise



CITY OF PEKIN
POLICE DEPARTMENT



Summary

I have attached (Attachment F) for the Council to review for information supplied by Peoria. Peoria has many problems that they have to address and they used the impound ordinance as a tool to address issues as they pertain to noise as well as vice issues. The most significant comment made by the Chief of Police in Peoria was they now had an answer for the drug dealers who are renting vehicles to work around the seizure laws. While we may not be able to seize the vehicle we can certainly impound the vehicle and hold the rental companies liable. The rental companies expect this and comply. They do not claim innocent owner. They take responsibility.

I would echo the success that the Peoria Chief discusses with his program as I observed similar results at my former department in Hanover Park where crashes had dropped 42% and their part one crimes significantly decreased to record lows since 2010, which they were on track to do again when I left there to become the new Chief in Pekin. One has to understand that it is but only one tool. Other factors will play into the success of this program, factors such as our community policing strategy.

Finally based on my experience with the impound program I recommend that the City of Pekin reinstate the ordinance. This ordinance, again, is but one tool that will be used in the future expansion of our community policing efforts. By reinstating this ordinance we will be able to address many issues that are occurring in town and make a difference in our community.

Respectfully


John Dossey
Chief of Police

AVAILABLE IN THE OFFICE OF THE CITY CLERK

ATTACHMENT A

ORDINANCE NO. 1462-A342-15/16

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 2 G.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING TRAFFIC CONTROL SIGNALS**

**AND TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS**

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

WHEREAS, the Traffic Safety Committee conducted a study regarding a change to traffic control at the intersections of Court Street @ Capitol Street and Court Street @ Fourth Street for improved traffic flow, and

WHEREAS, the Traffic Safety Committee recommends to Council to remove the traffic signals at the intersections of Court Street and permanently convert them to 4-way stop intersections, and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding traffic control signals and substituting traffic stops.

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

1. That Title 8, Chapter 2, Section 2 G. be amended by deleting the following from the list of locations of installed traffic-control signals:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>
Traffic Signal	Court Street	Capitol Street
Traffic Signal	Court Street	Fourth Street

2. That Title 8, Chapter 2, Section 9 be amended by adding the following stop control signs:

Control	On Street	At or From	Direction
Stop	Court Street	S. Capitol Street	East-West
Stop	S. Capitol Street	Court Street	North-South
Stop	Court Street	S. Fourth Street	East-West
Stop	S. Fourth Street	Court Street	North-South

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2015; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

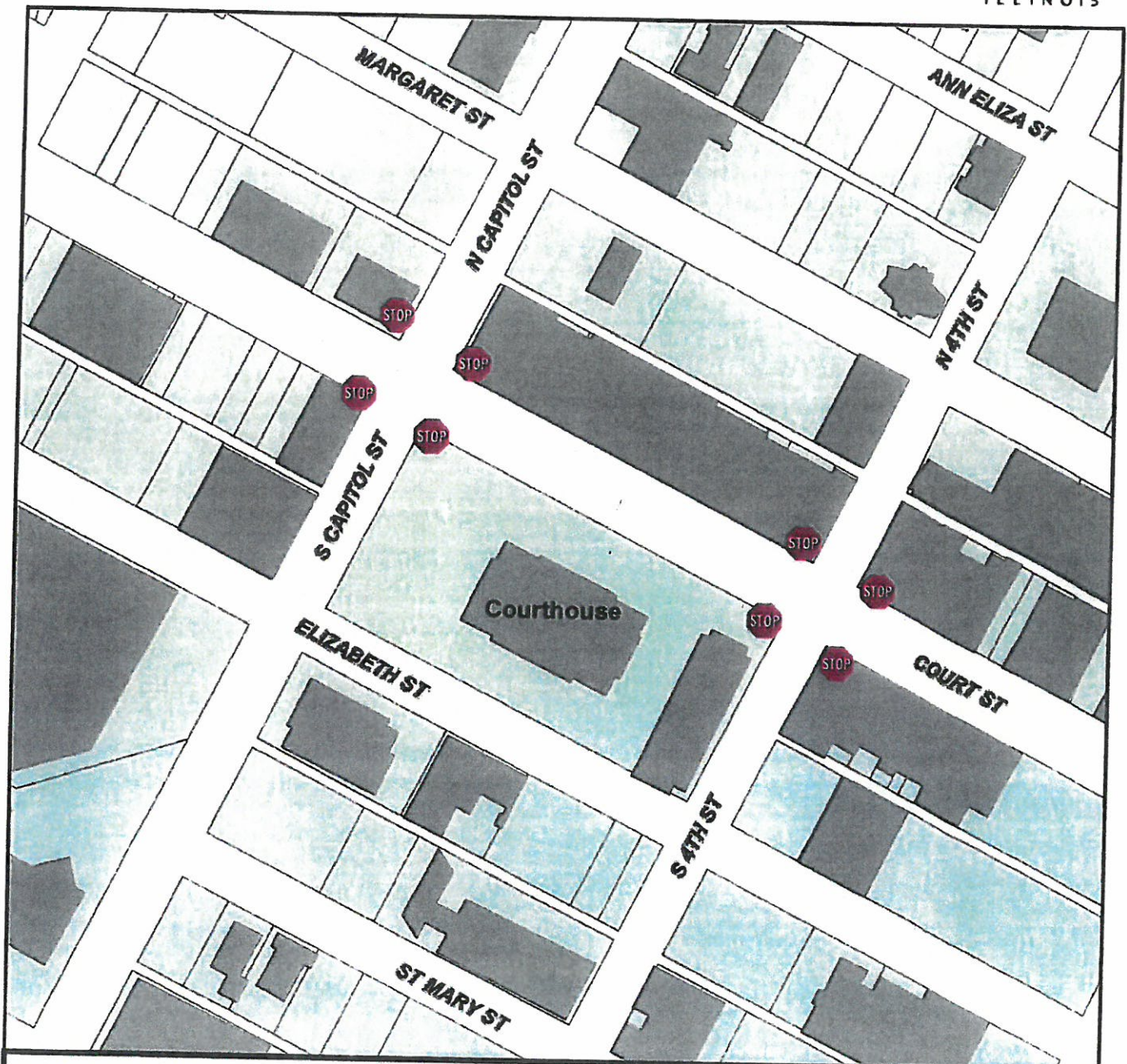
APPROVED this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

Traffic Signal Change



Starting September 1st, the traffic signals at the intersection of Capitol Street and Court Street and the intersection of North 4th Street and Court Street will be switched to flashing red for all directions. This will make each intersection an all-way stop. This change will be in effect for a 90 day study period. After the 90 day study period the City will determine if the traffic signals should be permanently removed.

Comments & concerns will be accepted in writing at:
Pekin Public Works
Pekin City Hall
111 S. Capitol Street

ORDINANCE NO. 1462-A343-15/16

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTIONS 1. G.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING PLACES**

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

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

WHEREAS, the Traffic Safety Committee reviewed the bus loading zone on South Capitol Street at Court Street after recommending to remove traffic signals and to replace with stop signs at the intersection of Court Street and South Capitol Street at the TSC meeting on December 4, 2015; and

WHEREAS, the Traffic Safety Committee recommends to Council to extend the distance for no parking in bus loading zone on South Capitol Street at Court Street to 80 feet.

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

1. That Title 8, Chapter 4, Section 1. G. be amended by deleting the following Bus Loading Zone control

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>To</u>	<u>Direction</u>	<u>Side</u>
Bus Loading	S. Capitol Street	Court Street	40 feet South	North	E

2. That Title 8, Chapter 4, Section 1. G. be amended by substituting the following Bus Loading Zone control

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>To</u>	<u>Direction</u>	<u>Side</u>
Bus Loading	S. Capitol Street	Court Street	80 feet South	North	E

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2015; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

ASSIGNMENT AND AMENDMENT OF RECYCLABLE DISPOSAL AGREEMENT

THIS ASSIGNMENT AND AMENDMENT OF RECYCLABLE DISPOSAL AGREEMENT ("Agreement") is made as of the ____ day of December, 2015 by and among MIDLAND DAVIS CORPORATION, an Illinois corporation (referred to as "Assignor"), AREA RECYCLING, INC., an Illinois corporation (referred to as "Assignee") and the CITY OF PEKIN (referred to as "City").

RECITALS:

1. Assignor entered into a Recyclable Disposal Agreement, dated December 10, 2012, with City ("Pekin Agreement"). A copy of the Pekin Agreement is attached hereto as Exhibit "A".

2. Pursuant to an Asset Purchase Agreement, effective _____ ("Purchase Agreement"), Assignor has agreed to transfer its right, title, interest and obligations under the Pekin Agreement to Assignee, and Assignee has agreed to assume Assignor's right, title, interest and obligations under the Pekin Agreement.

3. Effective December 18, 2015 (the "Closing Date"), Assignor desires to assign its right, title, interest, and obligations under the Pekin Agreement to Assignee.

4. Subject to the terms and conditions of this Agreement, effective the Closing Date, Assignee desires to: (i) accept the assignment of the Pekin Agreement from Assignor, as amended by the provisions hereof, and (ii) assume the terms, conditions, right, title, interest and obligations of Assignor thereunder.

5. In consideration of the amendment of the Pekin Agreement as set forth below, and Assignee's assumption of the terms, conditions, right, title, interest and obligations of Assignor, City joins herein as a party in order: (i) to consent to the subject assignment; (ii) to confirm to Assignee its continued obligation to perform under the terms of the Pekin Agreement; (iii) to release Assignor of any and all further obligations it may have under such Pekin Agreement; and (iv) to amend the Pekin Agreement to reflect the amendments set forth in Paragraph 2 below.

ASSIGNMENT

THEREFORE, IN CONSIDERATION of One Dollar (\$1.00), and other good and valuable consideration, the receipt all of which is hereby acknowledged by each party, the parties hereby agree as follows:

1. Confirmation of Pekin Agreement. Effective as of the Closing Date, Assignor and City represent and warrant that Exhibit "A" attached hereto is a true and correct copy of the existing Pekin Agreement with all existing amendments and modifications thereto.

2. Amendment of Pekin Agreement. The parties agree that the provisions of the Pekin Agreement shall be amended by adding a new Section 22 as follows:

22. All notices to Area Recycling, Inc. shall be sent to the following address:

Area Recycling, Inc.
P.O. Box 9071
Peoria, IL 61612-9071
Attention: Royal J. Coulter

3. Assignment of Pekin Agreement. Effective as of the Closing Date, Assignor does hereby assign, convey, sell and deliver to Assignee all of its right, title interest, and obligations in and to the Pekin Agreement.

4. Assignee's Assumption of Assignor's Obligations under Pekin Agreement. Effective as of the Closing Date, Assignee does hereby assume, from and after the Closing Date, all of the terms, conditions and obligations of Assignor set forth in the Pekin Agreement, as amended pursuant to Paragraph 2 above, provided that the events giving rise to the obligations accrued on or subsequent to the Closing Date.

5. City's Consent to Assignment of Pekin Agreement. Effective as of the Closing Date, City does hereby acknowledge and consent to the assignment of the Pekin Agreement to Assignee and acknowledges City's continued obligation of performance to Assignee in accordance with the terms of the Pekin Agreement, as amended pursuant to Paragraph 2 above.

6. City's Acknowledgements. Effective as of the Closing Date, City hereby confirms that:

A. The Pekin Agreement is in full force and effect;

B. All of the terms, conditions, and provisions of said Pekin Agreement on the part of Assignor to be performed have been duly and timely performed and complied with;

C. Assignor is not in default in any way whatever under the said Pekin Agreement, and, to the knowledge of City, no event has occurred, which with the passage of time, would constitute a default by Assignor under the said Pekin Agreement; and

D. City hereby releases and discharges Assignor from any and all obligations and liabilities it may have under such Pekin Agreement.

7. Assignor's Acknowledgements. Effective as of the Closing Date, Assignor hereby confirms that:

A. The Pekin Agreement is in full force and effect;

B. All payments and other charges required to be paid under the Pekin Agreement have been duly and timely paid;

C. All of the terms, conditions, and provisions of the Pekin Agreement on the part of City to be performed have been duly and timely performed and complied with;

D. City is not in default in any way whatever under the Pekin Agreement, and, to the knowledge of Assignor, no event has occurred, which with the passage of time, would constitute a default by City under the Pekin Agreement; and

8. Miscellaneous. This Agreement may be executed in multiple counterparts, and any number of counterparts signed in the aggregate by all parties shall constitute a single original instrument. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Amendment of Recyclable Disposal Agreement (or have caused it to be executed by their duly authorized representatives) as of the day and year first written above, but to be effective on the Closing Date at 12:01 a.m.

CITY:

ASSIGNOR:

CITY OF PEKIN

MIDLAND DAVIS CORPORATION

By: _____

By: Matthew D. Davis

Title: _____

Title: President

ASSIGNEE:

AREA RECYCLING, INC.

By: _____

Title: _____

115-1433

PEKIN AGREEMENT

See Attached

RECYCLABLE DISPOSAL AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF PEKIN**, a municipal Corporation, (hereinafter "**CITY**") and **MIDLAND DAVIS CORPORATION**, an Illinois corporation (hereinafter "**MIDLAND** ") regarding the Disposal of Recyclables collected in the **CITY**.

WITNESSETH

- 1. This Agreement shall commence on January 1, 2013 and shall terminate on December 31, 2017 unless the CITY exercises its option.**
- 2. The CITY and MIDLAND shall have the opportunity to accepting the 2 one year options to extend this Agreement for the period beginning January 1, 2017 through December 31, 2019. This decision shall be made 90 days before December 31, 2017.**
- 3. The term "Recyclables" as used in this Agreement shall mean Plastics #1 thru #7, aluminum and tin cans, newsprint, office paper, magazines, and cardboards. "Recyclables" shall also include the items for which the CITY or MIDLAND has a market for the materials to be made into new products. MIDLAND will take glass at drop-off locations only.**
- 4. MIDLAND agrees to accept, and the CITY agrees to dispose of at MIDLAND'S facility at 14379 Illinois Route 29, Pekin, Illinois, all Recyclables from all residential buildings located within the CITY'S corporate limits, including additional residential units which may hereafter be erected or become operative within the corporate limits of the CITY during the term of this Agreement.**
- 5. MIDLAND shall maintain its facility as an "Approved Recycling Center." The term "approved recycling center" as used in this Agreement shall mean a facility which accepts recyclable material and processes and prepares the recyclable material to be sent to markets for the same or other end uses of the material.**
- 6. The cost for services shall be as follows:**
 - A. January 1, 2013 thru December 31, 2013 – Midland shall pay the City \$20.15 per ton for all materials delivered to their facility.**
 - B. January 1, 2014 thru December 31, 2014 - Midland shall pay the City \$20.15 per ton for all materials delivered to their facility.**
 - C. January 1, 2015 thru December 31, 2015 - Midland shall pay the City \$20.15 per ton for all materials delivered to their facility.**
 - D. January 1, 2016 thru December 31, 2016 – Midland shall**

- charge \$83.35 per ton less the corresponding Month's Price for ONP (8).
- E. January 1, 2017 thru December 31, 2017 - Midland shall charge \$85.75 per ton less the corresponding Month's Price for ONP (8).

Should the agreement be extended beyond the original five years, the price structure will be as follows:

- A. First Year, January 1, 2018 thru December 31, 2018 - Midland shall charge \$88.00 per ton less the corresponding Month's Price for ONP (8).
- B. Second Year, January 1, 2019 thru December 31, 2019 - Midland shall charge \$90.75 per ton less the corresponding Month's Price for ONP (8).

In addition, Midland will continue to employ 10-12 special needs men and/or women at the facility to sort the materials received as is possible.

7. MIDLAND shall provide all the required notices and will comply with all the laws, ordinances, rules and regulations bearing on the conduct of this Agreement.
8. MIDLAND agrees to indemnify, save harmless and defend the CITY, its agents and employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, including costs of defense, settlement, and reasonable attorney's fees, which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders caused by negligent or willful acts or omissions of MIDLAND'S employees or its subcontractors in the performance of this Agreement. MIDLAND acknowledges, however, that the CITY may provide indemnification to its customers in reliance on the indemnification provided to the CITY in this paragraph.
9. The indemnification provision set forth above includes but is not limited to claims against MIDLAND which arise out of, are related to, or are based upon the disbursement, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant or hazardous materials as defined by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency now or in the future or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
10. MIDLAND shall at all times during the term hereof, maintain public liability and property damage insurance covering all of its operations hereunder in amounts of no less than ONE MILLION (\$1,000,000.00) DOLLARS combined bodily injury and property damage limit per accident, and the CITY shall be named as an additional insured only to the extent of MIDLAND'S negligence. MIDLAND shall also maintain workers

compensation insurance in amounts of no less than the statutory limit. If MIDLAND wishes to self-insure, MIDLAND shall offer evidence of such self-insurance subject to approval by the CITY.

11. Neither party may assign, sublet, transfer, or otherwise vest in any other company or entity or person, any of its rights or obligations under this Agreement, without the prior written consent of the other party.

12. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. It is expressly agreed and understood that MIDLAND is in all respects an independent contractor as to the work, notwithstanding in certain respects that MIDLAND is required to follow directions of designated CITY officials (this shall include but not be limited to reporting procedures), and that MIDLAND is in no respect an agent, servant or employee of the CITY. This Agreement specifies the work to be done by MIDLAND, but the method to be employed to accomplish this work is the responsibility of MIDLAND, unless otherwise provided for in this Agreement.

14. Should MIDLAND fail to accept and dispose of Recyclables as required, and the CITY determines said failure constitutes a breach or default by MIDLAND, the CITY may, after one hour's notice, redirect delivery of said recyclables to another facility or site and MIDLAND shall be liable for all expenses incurred, including travel and transportation expenses, salaries and wages. In addition to any other lawful means of effecting reimbursement from MIDLAND, the CITY may deduct such expense for money due or which may become due to MIDLAND. This is a non-exclusive remedy and shall not limit in any way the CITY'S right to other legal remedies.

15. The CITY understands that this contract is a fixed price based on MIDLAND disposing of the materials at a specific location. In the event that this location becomes temporarily shut down for a period of greater than 30 days or permanently shut down due to fire, flood, act of war, earthquake, severe weather conditions, freight embargoes, governmental prohibitions, riots, acts of public enemies, terrorism, or other acts of God the agreement will revert to the market based price formula option for materials received.

16. MIDLAND shall furnish the CITY'S Superintendent of Streets and Solid Waste or the their authorized representatives with every reasonable opportunity for ascertaining whether or not its obligations are being performed in accordance with the requirements of this Agreement. On a monthly basis MIDLAND shall supply the Superintendent of Streets and Solid Waste with daily volumes (e.g. cubic yards and tons) of the Recyclables hauled and deposited at the Recycling Center described herein. The Superintendent of Streets and Solid Waste may appoint authorized representatives to inspect MIDLAND'S operations, records, and equipment related to the Recycling Center at any reasonable time and MIDLAND shall admit authorized representatives of the CITY to make such inspections at any reasonable

time and place.

17. MIDLAND specifically agrees that any strike or labor dispute of any kind or character involving MIDLAND, the CITY, or any account or unit serviced hereunder, shall not, for any reason, cause a stoppage or delay of any of the obligations of MIDLAND as per the terms and conditions hereof.

18. If MIDLAND becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against MIDLAND, the Mayor of the CITY may then declare the Agreement canceled or at the option of the CITY, may treat this Agreement as operative.

19. MIDLAND assures the CITY that it is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, title 42 of the United States Code Annotated and Federal Executive Orders No. 11246 and 11375, which are incorporated herein-by reference, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex, or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions of employment of any persons.

20. The Illinois Fair Employment Practice Commission Equal Opportunity Clause, as required by Article II of the Illinois FEPX Rules and Regulations, is considered to be a part of this agreement.

21. In the employment and use of labor, MIDLAND shall conform to all Illinois statutory requirements and prohibitions regarding the sexual harassment of employees, including but not limited to those pertinent provisions of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Signed at Pekin, Illinois, this 10th day of December, 2013.

CITY OF PEKIN,
an Illinois municipal corporation

By: Laurie A. Barra
Its: Mayor

Attest: Sue McMillan
Its: City Clerk

MIDLAND DAVIS COMPANY,
an Illinois corporation

By: Martin H. Davis
Its: PRESIDENT

By: Michael J. Davis
Its: VICE PRESIDENT

CERTIFICATION

Martin Davis on oath states that he is the President of Midland Davis Company, an Illinois corporation and that said entity is not delinquent in the payment of any tax administered by the Department of Revenue or is contesting, in accordance with the procedures established by the appropriate Revenue Acts, its liability for the tax or the amount of tax.

Martin Davis

MARTIN DAVIS

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the County of Rock Island, State of Illinois, this 15 day of January, 2013.

Gena Verlinden
Notary Public



Martin Davis

3301 4th Avenue
Moline, Illinois
61265-1691
Ph: 309-764-6723
Fax: 309-764-6729
marty.davis@midlanddavis.com
www.midland-davis.com



AMENDMENT TO THE SERVICES AGREEMENT

This Amendment to the Services Agreement, by and between the City of Pekin, Illinois, located at 111 South Capitol Street, Pekin, Illinois and Good Energy, L.P., with offices located at 232 Madison Avenue, New York, NY 10016 (collectively, the "Parties") is hereby entered into as of December 14, 2015.

WHEREAS, the Parties entered into a Services Agreement (the "Agreement") on September 26, 2011 and

WHEREAS, the original term of the Agreement has expired.

WHEREAS, the Parties desire to renew and extend the Agreement under the same terms and conditions contained therein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, and other good and valuable consideration given and received, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement shall be automatically renewed and extended on its original terms and conditions upon each occasion when the City enters into or renews an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program. The Agreement shall automatically be renewed and extended for a term equal to that of the term of the electricity supply contract entered into or renewed by the City.
2. This Amendment binds the Parties and their successors or assigns.
3. This document, including the attached original Agreement, constitutes the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below, to be effective as of the date first set forth above.

GOOD ENERGY, L.P.
By: Good Offices Technology Partners, LLC,
General Partner

City/Village/Township

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT

SERVICES AGREEMENT

Professional Energy Consulting Services

This Services Agreement ("Agreement") is made and entered into and effective on this 25th day of July, 2011 ("Effective Date") by and between the City of Pekin, Illinois ("Pekin"), an Illinois Municipal Corporation, with offices located at 111 S. Capitol Street, Pekin, Illinois 61611 and **Good Energy, L.P** ("Service Provider"), with an office and principal place of business located at 232 Madison Avenue, Suite 405, New York, NY 10016.

Recitals

WHEREAS, Pekin desires to engage Service Provider to perform electricity consultancy services and procurement for City of Pekin residential and small commercial electric accounts.

WHEREAS, Services Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall:

- A. Provide the following services:
 - 1. Electricity Residential opt-out consulting services
 - 2. Marketing services for opt-out electricity aggregation program and associates costs to perform awareness campaign
 - 3. Coordinating efforts with the Illinois Commerce Commission
 - 4. Attending public hearings with the City and other municipal partners
 - 5. Bid creation and execution with multiple electricity suppliers with final selection of an electric supplier being decided by Pekin
 - 6. Negotiating fees for City with winning suppliers
 - 7. After purchase program delivery and on-going daily monitoring,
- B. Give prompt notice to Pekin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the electricity sale & purchase agreement.
- C. Remit to Pekin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

II. Obligations of Pekin. Pekin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.

- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Pekin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on the 25th day of July, 2011 and shall terminate on the 31st day of July, 2014, or as otherwise mutually agreed to by Pekin and the Service Provider. Pekin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Pekin prior to its natural expiration, Service Provider shall be paid the term of electricity purchased through the residential small commercial opt-out contract by the current alternative supplier.

IV. Payment.

Pekin agrees that Good Energy fees will be paid by the selected RESA per kWh (volumetrically) for electricity purchased for the duration of the municipal contract.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Pekin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Pekin of a partnership, association, or joint venture.

VI. Indemnification.

- A. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Pekin, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Pekin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its against, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00). Pekin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- E. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Pekin prior to the start of work on the project and before Pekin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Pekin is an "Additional Insured".

VIII. Right to Audit

- A. Service Provider guarantees that the individuals employed by the Service Provider in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Pekin. Pekin maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Pekin every six (6) months. Pekin will provide the

Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Pekin's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Pekin at any time subsequent to the date upon which Pekin gave notice of the preceding Form I-9 audit.

- B. The Service Provider agrees to indemnify Pekin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes: **43-2003973**.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Pekin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of Pekin, Illinois, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

- X. **Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

- XI. **Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Illinois.

XII. Discrimination.

- A. No discrimination for reason of race, religion, sex, age or country of national origin shall be permitted or authorized by Pekin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

- XIII. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement,

whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in Franklin County, Illinois.

- XIV. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- XV. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2011.

CITY OF PEKIN, ILLINOIS

BY: _____
Joseph Wuellner, City Manager

SERVICE PROVIDER

BY: _____
ITS: _____

Approved as to Form:

, Law Director

Request for Qualifications Summary Energy Consulting Services

	Good Energy	Rock River	One Source	Blue Star Energy
Experience in Aggregation	business 425 residents 21,000 KWH 205,000,000	Developed a program with ComEd	Specialize in Energy with keen interest in aggregation 2 TwH of electric	worked with Koehler to write the law for deregulation
Residential Experience	high in Ohio & some in Illinois	yes & were 1st co. in illinois to aggregate a City for res&comm use	not much, if any in IL, but have office in Chicago	residential SUPPLIER
Experience in Illinois	Yes, provider for most cities in the area	yes, Fulton, Erie, Mt. Morris, Oak Park	worldwide company, but do not list any in IL	yes & legislative also IL corp. since 2002
Developing Bid Specs	strong emphasis on analysis	developed a standard RFP & have 9 companies they work closely with	client focused, load demand, historical data	RFP outline is all set up & then provide info to muni. On a blind basis
Supplier Evaluation Criteria	apples to apples may make companies provide additional info to provide that	look for lowest price & clean energy	review integrity & ability of all suppliers	8 step process including annual load, customer service, debt ratio apples to apples
Plan for Consolidation of Billing	require single billing through Ameren	use utilities for consolidated billing	single monthly report	developed own proprietary program
Report Capability	have own database provide CoP with graphs&reports for profiling current & historic data	"grid" page for evaluation of suppliers & their offers was developed as an aid to municipalities	periodic market & pricing updates can customize reports to CoP, monthly YTD comparisons	proprietary program, so can make reports
Opt Out approach & plan	12 step program in place including at least 2 public hearings	have a Plan of Operation work on with City, was first deregulated program in IL they always make sure they have pricing comparison with first letter	want to develop this part of their business model	educational program and make own people available for meetings
References	City of Peoria Peoria County also do work with many other local municipalities	City of Fulton, Village of Erie, Village of Milledgeville, Freeport IL	East coast references City of Boston, City of NewHaven	Methodist, Pekin Insurance Lariat House
Certified by IL Comm. Commission	yes in 2000	yes 12/2009	Filed application with State of IL	Yes 08/2011

RESOLUTION NO. 14-15/16

A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO DO NOT OPT OUT OF SUCH A PROGRAM (Electric Aggregation)

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1- 92, permits a city, if authorized by referendum, to adopt an ordinance 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 provides an opt-out electric aggregation program for eligible electric accounts within its jurisdiction; and

WHEREAS, such aggregation program was authorized by referendum passed by a majority vote of the qualified electors voting on the question; 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

WHEREAS, the City of Pekin Council finds that the best interests of the City are served by authorizing the City Manager to receive and review bids and, in consultation with the City's consultant Good Energy, LP, accept the bid most beneficial to the City, 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

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

SECTION 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in full in Section 1.

SECTION 2. The corporate authorities of City hereby authorize and direct the City Manager or his/her designee to receive and review bids and, in consultation with the City's consultant Good Energy, LP, accept the bid most beneficial to the City without further action of the City. The City Manager or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the City for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, without further action of the City Council, with 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 service agreement is less than the default rate currently in effect, resulting in savings for the City residential and small commercial retail customers.

SECTION 3. All prior actions of the City officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

SECTION 4. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. This Resolution shall be effective immediately and shall remain in effect until rescinded by City, and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program exists.

Motion was made by Council Member _____, seconded by
Council Member _____ the Resolution be adopted.

**PASSED BY THE CITY COUNCIL/BOARD OF THE CITY OF PEKIN, TAZEWELL
COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ OF
_____, 2015.**

Roll Call Vote:

Ayes:

Nays:

Absent:

APPROVED:

Mayor

ATTEST:

Clerk

EXAMINED AND APPROVED:

Corporation Counsel