



REGULAR COUNCIL MEETING MONDAY, NOVEMBER 26, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of November 12, 2012.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: October Building Reports, Inspections, and Zoning; Traffic Safety Minutes November 2, 2012; October Report Tazewell County Animal Control.		
7.2 Receive and File Tazewell/Pekin Consolidated Communication Center and Sewerage Fund Financial Statements April 30, 2012 prepared by Willock Warning & Co., P.C.		
7.3 Receive and File Zoning Board of Appeals Minutes dated November 14, 2012		
7.4 Receive and File Resignation of Jeff S. DuPage from the Pekin Planning Commission		
7.5 Receive and File Proposals for Processing of Recyclable Materials		
<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 8.1 Presentation of Levy information	JW	5
9.0 NEW BUSINESS		
9.1 Ordinance No. 2673-12/13 – 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 DESCRIPTION: Language provides for the final levies after pricing of the Bond Ordinance adopted October 22, 2012 used for various capital equipment items. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	5
9.2 Ordinance No. 2674-12/13 – Amending the Code of the City of Pekin 1995 Title 6, Chapter 2, Section 9 Regarding Underage Persons Gathering in Residence DESCRIPTION: Replaces existing ordinance with the Tazewell Teen Initiative Model Social Hosting Ordinance. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2
9.3 Agreement for Processing of Recyclable Material DESCRIPTION: Approves the terms of agreement with Midwest Fiber for the processing of the recyclable materials collected in the City of Pekin. Agreement for an initial 5 year term with the option for two 1 year extensions. ACTION: Motion to accept the proposal and award the contract to Midwest Fiber. VOTE REQUIRED	JW	5
9.4 Ordinance No. 1462-319 - 12/13 – Amending the Traffic Code, Tile 8, Chapter 4, Section 1.D. of the City of Pekin 1995 Regarding No Parking Schedule DESCRIPTION: Recommendation of the Traffic Safety Committee to designate a loading zone M-F 8:00 a.m. to 5:00 p.m. across frontage of 120 Elizabeth Street (50 feet). ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2
9.5 Ordinance No. 1462-A320–12/13 – Amending the Traffic Code, Title 8, Chapter 4, Section 3. F. of the City of Pekin 1995 Regarding Handicapped Parking Areas DESCRIPTION: Recommendation of the Traffic Safety Committee to designate on-street handicapped stall on the east side of N. 19 th Street south of the sidewalk leading to the Pekin Housing Authority Office at 1901 Broadway. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2

9.6 Change Order #1 for Wastewater Treatment Plant Project Phase 2B DESCRIPTION: Change Order includes deductions and additions for 15 items due to changes that were required once construction started, building conditions verified, and knowledge of the purchased equipment. Changes were anticipated in the project budget. ACTION: Motion to approve the Change Order in the amount of \$51,602.00. VOTE REQUIRED	MG	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (6) Sale of Municipally Owned Property		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG	Asst City Manager Darin Girdler	JW	City Manager Joseph Wuellner
GN	Police Chief Greg Nelson	MG	City Engineer Michael Guerra

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, NOVEMBER 12, 2012 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

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

ABSENT: NONE

The **Pledge of Allegiance** was led by Kathy Bastean. The mother of fallen Marine Lance Cpl. Jordan Bastean thanked the community for the support and love for Jordan on his homecoming a year ago. As appreciation she presented the City with an American flag that she had flown over the Capitol Building in Washington D.C.

Mayor Barra acknowledged that Council Member Massaglia was participating by electronic means and he identified himself by name.

Council Member Massaglia had personally given notice at the member's earliest opportunity on Sunday, November 11, 2012 that he would be attending the meeting by electronic means. He was not physically able to attend because of absence from the corporate limits of the City due to personal illness.

Roll was called and all Council Members were physically present except Council Member Massaglia attending by electronic means. A quorum was present.

AGENDA

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

MINUTES

Motion by Council Member Schmidgall, seconded by Council Member Hendricks, that the **minutes of the Regular City Council Meeting of October 22, 2012, be approved as written**. On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Jim Mangan, 1200 North Parkway Drive, spoke in opposition to salary increases of the City Manager and Assistant City Manager. Mr. Mangan asked the Council to not vote to loan money to East Court Village to assist Petco in locating in Pekin. He said granting a loan to a large real estate company discriminates against self-reliant local businesses.

Charles Davis, 646 South 11th Street, spoke in opposition of helping to bring a national pet shop chain. He introduced himself as previous owner of Charlie's Aquarium. He felt new sales tax revenues would not be realized but Petco would only attract pet owners who shop at existing number of local, smaller pet stores. Mr. Davis asked that Council not use taxpayer money to help.

Steve Tibbs, Rt 9, spoke against the loan to assist an additional pet store.

Rachael Lloyd, Armington, introduced herself as present owner of Charlie's Aquarium. She asked the Council not to vote yes regarding Petco.

Scott Jackson, 1410 Del Ray, publicly thanked Randy Price for hope in saving West Campus.

(not an agenda item) Frank Bar, 1517 Summer Street, spoke regarding the area of the new Pekin Park facility and the safety issue of not having sidewalks along the entrances on Koch Street. Because the City has 9 ft

variance into the Park, staff was asked to look into the possibility of a sidewalk project.

Josh Haflinger, 210 Indian Creek, representing Merle Huff owner of the West campus property, stated it would be impossible for a closing on the proposed transfer of property to the City by November 16th as the agreement called for.

Mike Norbutas, 2020 West Memorial, chief Financial Officer Cullinan Properties stated the goal of the East Court Village project was to attract traffic and other retail for a greater shopping experience for citizens as well as bringing in tax revenues.

Valarie Moehle Umholtz, 910 Washington, spoke in support of the West Campus proposal.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Draft Minutes of the Special Liquor Commission Meeting dated November 1, 2012.
7.2 Receive and File Tax Increment Financing – Central Business District Fund Financial Statements April 30, 2012 prepared by Willock Warning & Co., P.C.

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

PEKIN MUNICIPAL AIRPORT BOARD

Ric Woldow presented in a PowerPoint an update of the airport operations. He advised the Council of the role and responsibilities of the City and the Commission; the benefits to the community; and the vision of the transportation system. Council questioned Mr. Woldow regarding financial matters of a break even operation from fuel, hanger rental. The need for a fixed base operator was discussed.

NEW BUSINESS

ORDINANCE NO. 2671-12/13

AUTHORIZING THE EXECUTION OF THE IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that **Ordinance No. 2671-12/13 be adopted.** Assistant City Manager Darin Girdler recommended the authorization for Illinois Municipal League Risk Management Association agreement of premiums for work comp, liability, and property insurance based on claim history of a pool of municipalities rather than individual claims. He told Council the City chose the option to pay a lower premium as long as costs stay below the minimum amount. On roll call vote, all present voted Aye.

ORDINANCE NO. 2672-12/13

ACCEPTING A PROPOSAL ANTICIPATING THE ACQUISITION OF REAL ESTATE AND THEN AUTHORIZING THE SALE OF SAID MUNICIPALLY OWNED REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

Motion by Council Member Abel, seconded by Council Member Hendricks that **Ordinance No. 2672-12/13 be adopted.** Darin Girdler presented to Council the ordinance that would authorize the transfer of the West Campus property to Reminisce, Inc. Discussion followed on the transfer of the property from current owner, Merle Huff to the City as a not-for-profit free and clear of any liens other than those of the City. Intended owner, Randy Price addressed the Council regarding his passed experience in structure improvements, his research into the demolition debris left on the sight, and his proposal for phase one to secure the building. Council spoke generally in favor of something being done. On roll call vote, all present voted Ayes, Abel Schmidgall, McCabe, Hendricks, Massaglia, and Barra; Nay Blanchard. Motion carried.

Council Member Massaglia excused himself from the meeting at 6:40 p.m.

Motion by Council Member Abel, seconded by Council Member Blanchard that the **LOAN AGREEMENT WITH EAST COURT VILLAGE, LLC be approved.** Assistant City Manager Darin Girdler advised the Council that Cullinan Properties had been working with a national tenant Petco for their shopping center. The corporation was requesting assistance for attraction and development of the new retail business. The motion was to authorize the execution of a new loan agreement in the amount of \$675,000 for 20 years amortization at 3.5% with balloon payment at the end of year seven. East Court Village planned to make a \$1.2 million dollar investment in the project as well.

Motion by Council Member Hendricks, seconded by Council Member McCabe that the Loan Agreement with East Court Village, LLC **be tabled.** On roll call vote Ayes, McCabe and Hendricks; Nays, Blanchard, Abel, Schmidgall, and Barra; Absent Massaglia. Motion Failed. Discussion followed. Mike Norbutas addressed the Council of the need for a bridge loan that would be guaranteed by Cullinan companies, LLC Diane Cullinan-Oberhelman. Each Council Member commented individually. Council Members Blanchard, Schmidgall, McCabe, and Abel expressed concern of lending money and the proposed project. Council Member Hendricks indicated he would abstain from voting on the motion on the table for lack of enough information. On roll call vote Aye, Barra; Nays, Blanchard, Abel, Schmidgall, McCabe; Abstain, Hendricks; Absent Massaglia. Motion Failed.

Motion by Council Member Hendricks, seconded by Council Member Blanchard that the **TIF EXPENDITURE IN THE AMOUNT OF \$12,468.00 WITH SEAN LEONE OWNER OF HAWAIIAN SUN be approved.** Tax Increment Finance Administrator Leigh Ann Matthews presented the recommendation of the Pekin Main Street Design Committee for the Commercial Retail & Upper Story Housing Loan Program grant for a 5 year forgivable loan structure. Council was told the eligible interior improvements of the property at 357 Court Street included new doors, flooring, expansion of entry, and enhanced lighting. On roll call vote Ayes, Blanchard, Abel, Schmidgall, McCabe, Hendricks, and Barra; Absent, Massaglia. Motion carried.

RESOLUTION NO. 58

ESTABLISHING THE SALARY ADJUSTMENT FOR THE CITY MANAGER

Motion by Council Member McCabe, seconded by Council Member Abel that Resolution no. 58-12/13 be adopted. Mayor Barra requested Council consider City Manager Joseph W. Wuellner's terms of his original contract for compensation adjustments to his annual salary based on performance and evaluation. The resolution provided for an adjustment of 2% of \$117,000.00 for the term of July 1, 2012 to June 30, 2013. Council Members Blanchard and Hendricks expressed concerns of raises being given at this time. On roll call vote, Ayes, Abel, Schmidgall, McCabe, and Barra; Nays, Blanchard and Hendricks; Absent, Massaglia. Motion Carried.

Motion by Council Member McCabe, seconded by Council Member Schmidgall that the **EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PEKIN AND DARIN W. GIRDLER be approved.** Mayor Barra presented the contract offered for the Assistant City Manager after one-year of employment with the City. She stated the language solidified the commitment of both parties for the continued employment of Mr. Girdler. Council commented on Mr. Girdler's performance. Council Member Blanchard questioned the Council's, and not the Manager's role, to approve a contract to an employee other than the Clerk and Treasurer. It was Attorney Burt Dancey's opinion that Council had to approve contracts extending more than 2 years. Council Member Clanchard spoke in opposition of the agreement stating that he did not originally support the hiring of an assistant to the manager. On roll call vote, Ayes, Abel, Schmidgall, McCabe, and Barra; Nays, Blanchard and Hendricks; Absent, Massaglia. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Scott Jackson announced Pekin Main Street and Artistic Theatre Dinner Theatre production of the Dickens' classic "A Christmas Carol" on Saturday, December 1, 2012 at the Knights of Columbus Hall.

EXECUTIVE SESSION

Motion by Council Member Hendricks, seconded by Council Member Blanchard, that the Council move to Executive Session at 7:20 p.m. to discuss 65 ILCS 120/2 (c) (6) Sale of Municipally Owned Property and 65 ILCS 120/2 (c) (1) Litigation. On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 7:50 P.M.

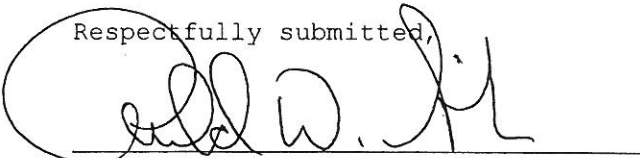
Sue E. McMillan
City Clerk

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
October '2012

	PERMITS	VALUE	FEEs
BUILDING DEPT	55	\$ 661,122.00	\$ 3,425.00
ELECTRIC DEPT	29	\$ 13,207.00	\$ 1,112.00
HVAC DEPT	35	\$ 127,780.00	\$ 1,442.00
PLUMBING DEPT	52		\$ 1,156.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	4		\$ 80.00
SEWER PERMITS	13		\$ 715.00
SEWER TAP RES	3		\$ 4,800.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	191	\$ 802,109.00	\$ 12,730.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 92

Respectfully submitted,



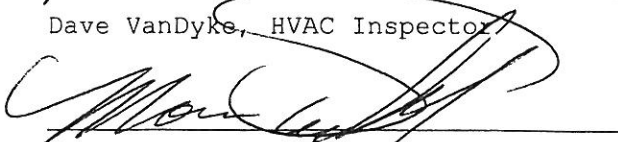
Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2012

MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG PERMITS							
JANUARY	2.00	\$329,525			9.00	\$20,678,744	5.00	\$44,900	2.00	\$2,600	\$0	\$21,055,769	22.00					
FEBRUARY		2.00	\$29,000		6.00	\$387,923	8.00	\$71,225	6.00	\$14,172	\$0	\$502,320	23.00					
MARCH	2.00	\$409,853			11.00	\$181,220	16.00	\$120,100	22.00	\$50,040	1.00	\$0	\$761,213	52.00				
APRIL	2.00	\$329,060	4.00	\$51,500	3.00	\$26,934	27.00	\$604,860	31.00	\$50,410		\$1,086,764	68.00					
MAY	4.00	\$773,874	6.00	\$54,479	7.00	\$82,150	18.00	\$165,692	34.00	\$55,650	\$0	\$1,131,846	70.00					
JUNE	3.00	\$501,412	1.00	\$28,000	10.00	\$362,429	16.00	\$291,400	33.00	\$55,607	2.00	\$0	\$1,250,848	66.00				
TOTAL 6 MO.	13.00	\$1,842,512	13.00	\$105,979	0.00	\$0	2.00	\$24,000	46.00	\$20,969,048	90.00	\$935,553	128.00	\$158,700	\$0	\$35,286,439	278.00	
JULY	3.00	\$560,120	3.00	\$38,600	1.00	\$1,773,466	4.00	\$54,800	21.00	\$341,138	19.00	\$37,057	\$2,805,181	51.00				
AUGUST		4.00	\$23,095	1.00	\$398,038	11.00	\$2,070,700	18.00	\$123,510	22.00	\$31,994	1.00	\$0	\$2,647,657	57.00			
SEPTEMBER		4.00	\$55,000		4.00	\$105,820	12.00	\$146,488	29.00	\$50,625		\$0	\$357,933	49.00				
OCTOBER	3.00	\$266,619	6.00	\$61,995	12.00	\$123,894	17.00	\$191,388	15.00	\$17,226	1.00	\$0	\$661,122	55.00				
NOVEMBER												\$0	\$0	0.00				
DECEMBER												\$0	\$0	0.00				
TOTAL 6 MO.	6.00	\$826,739	17.00	\$178,690	0.00	\$0	2.00	\$2,171,504	31.00	\$2,355,214	68.00	\$807,844	85.00	\$136,902	2.00	\$0	\$5,317,803	212.00
YEAR	19	\$2,669,051	30.00	\$284,669	0.00	\$0	4.00	\$2,195,504	77.00	\$23,324,262	158.00	\$1,738,397	213.00	\$295,602	8.00	\$0	\$31,758,332	490.00

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
NOVEMBER 2, 2012 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Greg Nelson, Joe Wuellner, Kurt Nelson, Tim Gillespie, Bob Shaw, Mike Guerra, Will Taylor. Also present: Bill Scarcliff, Bob Van Den Arend, Lee Ann Wrhel.

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

Tim made a motion to approve the minutes of the October 5, 2012 meeting. Kurt seconded. All in favor.

Old Business:

1. Citywide Review of Narrow Street Parking Restrictions

There are actually two issues to this item. Narrow street parking restrictions and overnight parking restrictions. Mike and Dan Newcomb are working on making a map that will identify street widths throughout the city. Greg researched what some other cities have in place to address overnight parking. He shared the information with the committee members. The common restriction for overnight parking is 1:00 a.m. to 4:00 a.m. Overnight parking restrictions address snow removal, street sweeping (especially leaves in the fall) and reduction of car burglaries.

Mike stated that on-street parking restriction recommendations are:

Streets less than 28 feet wide should have no parking

Streets 28 feet to 36 feet wide should restrict parking on one side

Streets over 36 feet wide should allow parking on both sides

The committee discussed the idea of maintaining consistency by having streets with parking on one side be the same throughout the city for east/west streets and the same for north/south streets.

As a place to start, the committee will get a list to council members of streets that meet the street width criteria for parking restrictions, seek input from council members and meet with them regarding this subject before proceeding further.

2. "T" Intersections

Will went out and did a complete inventory of all "T" intersections in town and whether or not they are controlled. The information was forwarded to Mike and Dan Newcomb. No further action was taken on this at this time.

New Business:

1. *Consideration for 4-way stop Columbus & Easter*

During discussion of this request, it was noted that at this time Columbus stops for Easter. Due to the low volume of traffic in this location, Tim made a motion to leave the intersection as is. Seconded by Bill. All in favor.

2. *Speed Limit Petri/Hanna*

By default, an unmarked residential street has a 30 mph speed limit. It is the consensus of the committee that Petri (which will be renamed to Hanna) between 5th and 14th should be 30 mph, especially in light of the curve in the road. Speed limit signs will be installed at both ends. One for traffic headed east (right past 5th Street) and one for traffic headed west (right past 14th Street).

3. *No Parking 120 Elizabeth (Cordts Heating & A/C)*

This request was made by the business because vehicles park so close to the lot where they pull their trucks in and out for loading, it is hard for them to have access. After consideration of this request, Joe made a motion to make a recommendation to City Council for No Parking – Loading Zone from 8:00 a.m. to 5:00 p.m. Monday – Friday in front of 120 Elizabeth Street. Will seconded the motion. All in favor.

4. *No Parking Request 1836 Vienna Ct.*

This request was made due to vehicles parking in front of the mailbox and hindering mail delivery, garbage pick-up and newspaper delivery. Before making a decision on this request, Greg will contact the Postmaster to find out how much room mail delivery vehicles need to be able to deliver mail to residents who have street delivery to their mailboxes.

5. *Handicapped Parking Spot @ Housing Office*

After completion of their office remodel, the Pekin Housing Authority has changed the location of their handicapped entrance to the building from their parking lot to the front of the office which faces 19th Street. They have a ramp at the curb in place. Will made a motion to make a recommendation to City Council for the placement of a handicapped parking space on the south side of the ramp at the curb in front of the Pekin Housing Authority office on 19th Street. Kurt seconded the motion. All in favor.

Around the Table

Mr. Van Den Arend stated that he is impressed with the committee regarding the steps they take to address issues presented to them.

Mike informed the committee that the “no turn on red” signs that were taken down on N. 8th Street at Sheridan Road were put back up by the State of Illinois because the state had originally put them up at the request of a resident (who no longer lives in that location). He was informed that the city will have to make a request asking that the

signs be removed as the committee feels they are no longer necessary. Mike will get the address to Lee Ann and the letter will be sent from the Traffic Safety Committee.

Will has been asked if the property behind Sunset Plaza is an alley or private property. It is private property.

Kurt received a request regarding vehicles parked too close to the stop sign on Veerman at Willow. This will be forwarded to the police department for enforcement.

Greg received a request from Grace Baptist Church at the corner of 14th Street and Derby Street asking if they could have people from the church act as crossing guards on Sunday morning. They have very limited parking availability on their property and have been given permission to park in the lot across the street at 14th Street Hardware. He explained to them that they are not authorized to perform crossing guard duties. They are currently trying to cross at the alley next to that parking lot. The committee suggests that they have their members cross at 14th Street. The street department will paint the crosswalk at 14th Street.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING DECEMBER 7, 2012 @ 8:30 A.M.



Traffic Safety Committee

November 5, 2012

Cordts Heating & A/C
120 Elizabeth Street
Pekin, IL 61554

Dear Sirs:

This letter is to inform you of the action taken by the Traffic Safety Committee in response to your request for consideration of a "No Parking" sign outside your business.

After consideration of your request, the committee unanimously agreed to make a recommendation to City Council for a "No Parking – Loading Zone from 8:00 a.m. to 5:00 p.m. Monday – Friday" in front of your business. The City Council will make the final decision in this matter.

Thank you.

Sincerely,

Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Traffic Safety Committee Members:

Tim Gillespie, Citizen
Mike Guerra, City Engineer
Kurt Nelson, Fire Chief

Bob Shaw, Street Dept. Superintendent
Will Taylor, Police Officer
Joe Wuellner, City Manager



Traffic Safety Committee

November 5, 2012

Jackie Byrd
1836 Vienna Ct.
Pekin, IL 61554

Dear Ms. Byrd:

This letter is to inform you of the action taken by the Traffic Safety Committee in response to your request for no parking on your side of your street.

After discussion of your request, prior to making a decision, the committee will be in contact with the Postmaster regarding this matter. You will be informed of the final decision when it is made.

Thank you.

Sincerely,

Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Traffic Safety Committee Members:

Tim Gillespie, Citizen
Mike Guerra, City Engineer
Kurt Nelson, Fire Chief

Bob Shaw, Street Dept. Superintendent
Will Taylor, Police Officer
Joe Wuellner, City Manager



Traffic Safety Committee

November 5, 2012

Pekin Housing Authority
ATTN: Dennis Green
1901 Broadway Rd.
Pekin, IL 61554

Dear Mr. Green:

This letter is to inform you of the action taken by the Traffic Safety Committee in response to your request for a handicapped parking space in front of your office.

After consideration of your request, the committee unanimously agreed to make a recommendation to City Council for placement of a handicapped parking space on the south side of the ramp at the curb in front of your office on 19th Street. The City Council will make the final decision in this matter.

Thank you.

Sincerely,

Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Traffic Safety Committee Members:

Tim Gillespie, Citizen
Mike Guerra, City Engineer
Kurt Nelson, Fire Chief

Bob Shaw, Street Dept. Superintendent
Will Taylor, Police Officer
Joe Wuellner, City Manager



Traffic Safety Committee

November 5, 2012

Mr. Joseph Crowe, P.E.
Deputy Director of Highways
Region Three Engineer
Illinois Department of Transportation
Division of Highways/Region 3/District 4
401 Main Street
Peoria, Illinois 61602-1111

Dear Mr. Crowe:

This letter is a request for consideration of removal of the "No Right Turn on Red" sign in place on IL29/N. 8th Street at Sheridan Road. There is currently a sign in place for traffic turning west onto Sheridan Road from southbound IL29/N 8th Street.

With the current configuration of this intersection, and the adoption of flashing yellow turn arrows, it is the consensus of the City of Pekin Traffic Safety Committee that vehicles making this right turn on a red traffic signal does not pose a safety hazard for other traffic at the intersection.

Thank you for your consideration in this matter.

Sincerely,

Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Traffic Safety Committee Members:

Tim Gillespie, Citizen
Mike Guerra, City Engineer
Kurt Nelson, Fire Chief

Bob Shaw, Street Dept. Superintendent
Will Taylor, Police Officer
Joe Wuellner, City Manager

Animal Counts Brought in by Wardens between October 1, 2012 and October 31, 2012

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	HOMER	City	404 N 10TH	10/14/2012	Dog	SHEP MIX	REL	1	121829
	HOMER	City	1102 S 3RD	10/14/2012	Dog	HUSKY	REL	1	121831
	HOMER	City	1102 S 3RD	10/14/2012	Dog	HUSKY MIX	REL	1	121832
	Hoyland	City	2238 SHERIDAN	10/1/2012	Dog	WALKER COON H	R	0	121747
	Hoyland	City	1501 S 8TH	10/1/2012	Other	OPPUSUM	REL	0	121748
	HARMS	City	brought to shelter	10/10/2012	Dog	GSHP	R	1	121808
	Hoyland	City	2413 ARLINGTON CIRCLE	10/10/2012	Cat	DSH	E	9	121804
	Hoyland	City	100 TAPS LANE	10/10/2012	Dog	CHI MIX	REL	8	121803
	HARMS	City	1210 MAPLE	10/9/2012	Cat	DLH	E	10	121802
	Hoyland	City	100 TAPS LANE	10/8/2012	Dog	COLLIE MIX	REL	15	121784
	Hoyland	City	320 PARKRIDGE LANE	10/8/2012	Cat	DSH	A	10	121794
	Hoyland	City	1820 RIVERWAY DR	10/8/2012	Cat	DLH	E	1	121787
	HOMER	City	1056 AUGUSTA	10/15/2012	Dog	LAB MIX	R	1	121835
	Hoyland	City	128 ST MARY	10/3/2012	Dog	LAB	REL	9	121761
	Hoyland	City	1210 MAPLE	10/5/2012	Cat	DSH			121775
	Hoyland	City	CIRCLE K ON MARGRET	10/3/2012	Dog	TERRIER MIX	REL	13	121763
	HARMS	City	510 S 3RD	10/8/2012	Other	PEREGRINE FALC	REL	0	121796
	Hoyland	City	334 ORR AVE	10/26/2012	Cat	DSH			121919
	Hoyland	City	809 CATHERINE	10/19/2012	Cat	DSH	E	7	121885
	HOMER	City	1056 AUGUSTA	10/14/2012	Dog	ROTT/CHOW	R	2	121836
	Hoyland	City	809 CATHERINE	10/19/2012	Cat	DSH	E	7	121887
	Hoyland	City	313 ARROW (B)	10/18/2012	Cat	DSH			121859
	Hoyland	City	809 CATHERINE	10/19/2012	Cat	DSH	E	7	121889
	Hoyland	City	1500 GINGOTEAQUE WAY	10/19/2012	Cat	DLH	E	7	121892
	Hoyland	City	1103 S 10TH	10/24/2012	Cat	DSH			121897
	Hoyland	City	809 CATHERINE	10/19/2012	Cat	DSH	E	7	121884
	Hoyland	City	809 ILLINOIS	10/25/2012	Cat	DSH			121909
	Hoyland	City	809 CATHERINE	10/19/2012	Cat	DSH	E	7	121886
	HARMS	City	212 SUNNYRIDGE	10/27/2012	Dog	MIN PIN	REL	3	121922
	HARMS	City	100 TAPS LANE	10/29/2012	Dog	MALTESE			121930
	HARMS	City	TAPS	10/30/2012	Dog	ROTT			121946
	HARMS	City	1410 S 10TH	10/30/2012	Cat	DSH			121948
	HARMS	City	1306 MARTHA	10/30/2012	Other	RABBIT	E	0	121953
	Hoyland	City	1410 S 10TH	10/31/2012	Cat	DSH			121957
	Hoyland	City	1000 BLK ST JULIAN	10/31/2012	Dog	LAB			121960
	Hoyland	City	1103 S 10TH	10/25/2012	Cat	DSH			121906
	HOMER	City	1200 S 5TH	10/16/2012	Cat	DSH	REL	9	121849
	Hoyland	City	809 CATHERINE	10/19/2012	Cat	DSH	E	7	121882
	Hoyland	City	100 TAPS LANE	10/19/2012	Cat	DSH	E	7	121881
	Hoyland	City	100 TAPS LANE	10/15/2012	Dog	SHEP MIX			121842
	Hoyland	City	2028 WESTGATE #28	10/23/2012	Dog	PIT	R	7	121872
	Hoyland	City	100 TAPS LANE	10/15/2012	Dog	PIT	REL	8	121843
	HOMER	City	2005 BROADWAY	10/18/2012	Dog	ROTT	E	1	121861
	Hoyland	City	112 PARKVIEW CT #1	10/16/2012	Cat	DSH	E	10	121845
	Hoyland	City	313 ARROW (B)	10/18/2012	Cat	DSH			121860
	Hoyland	City	112 PARKVIEW CT #1	10/16/2012	Cat	DLH	E	10	121846
	HOMER	City	13621 3RD ST	10/15/2012	Dog	PIT MIX	REL	8	121839
	Hoyland	City	1200 BLK MONROE	10/16/2012	Dog	PIT MIX	E	3	121847
	Hoyland	City	1200 BLK MONROE	10/16/2012	Dog	CHI MIX	E	3	121848
	Hoyland	City	809 CATHERINE	10/19/2012	Cat	DSH	E	7	121883
	Hoyland	City	809 CATHERINE	10/19/2012	Cat	DSH	E	7	121888

Total Dogs picked up in Pekin: 22

Total Cats picked up in Pekin: 26

Total Others picked up in Pekin: 3

Animal Counts Brought in by Individuals between October 1, 2012 and October 31, 2012

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individua	County	1800 KARO	10/17/2012	Dog	ST BENARD MIX	E	9	121851
	Individua	City	BROADWAY & 8TH	10/4/2012	Dog	SHAR PEI MIX	E	8	121767
	Individua	City	327 CATHERINE	10/9/2012	Cat	DSH	E	8	121798
	Individua	City	1404 MATILDA	10/11/2012	Cat	DMH	E	8	121809
	Individua	City	100 TAPS LANE	10/11/2012	Dog	POODLE	E	8	121813
	Individua	City	PEKIN GUN SHOP	10/12/2012	Dog	MIN PIN	REL	7	121820
	Individua	City	13621 3RD ST	10/15/2012	Dog	PIT MIX	REL	8	121838
	Individua	City	7 DOMINION CT	10/3/2012	Cat	DMH	E	14	121760
	Individua	City	13621 3RD ST	10/15/2012	Dog	PIT MIX	REL	8	121840
	Owner R	City	1910 AMERICAN ST	10/24/2012	Dog	PIT	E	2	121894
	Individua	City	SHERIDAN	10/18/2012	Dog	TERRIER MIX	REL	12	121865
	Owner R	City	805 OXFORD	10/9/2012	Dog	NORWEGIAN ELK	A	0	121799
	Owner R	City	343 S 4TH #206	10/9/2012	Cat	SIAMESE MIX	E	1	121801
	Owner R	City	500 AMANDA	10/10/2012	Cat	DSH	E	2	121805
	Owner R	City	1101 ELCAMINO	10/11/2012	Cat	DMH	E	1	121814
	Owner R	City	343 SOUTH 4TH #206	10/23/2012	Cat	DSH	E	1	121875
	Owner R	City	714 PRINCE	10/23/2012	Dog	COLLIE MALAMUT	REL	0	121876
	Individua	City	13621 3RD ST	10/15/2012	Dog	PIT MIX	REL	8	121839

Total Dogs picked up in Pekin: 11

Total Cats picked up in Pekin: 7

Total Others picked up in Pekin: 0

TAZEWELL/PEKIN CONSOLIDATED
COMMUNICATIONS CENTER

FINANCIAL STATEMENTS

APRIL 30, 2012

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Tazewell/Pekin Consolidated
Communications Center

We have audited the accompanying financial statements of the Tazewell/Pekin Consolidated Communications Center, a component unit of the City of Pekin, Illinois, as of and for the year ended April 30, 2012, as listed in the table of contents. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these general purpose 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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall general purpose financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Tazewell/Pekin Consolidated Communications Center as of April 30, 2012, and the changes in financial position and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States.

Our audit was made for the purpose of forming an opinion on the financial statements taken as a whole. The schedules of revenues and expenditures listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements of the Tazewell/Pekin Consolidated Communications Center. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly presented in all material respects in relation to the financial statements taken as a whole.

Willock Warning & Co, P.C

WILLOCK WARNING & CO., P.C.
October 26, 2012

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

STATEMENT OF NET ASSETS

APRIL 30, 2012**ASSETS**

Current assets:

Cash	\$ 306,949
------	------------

Non-current assets:

Capital assets:

Leasehold improvements	44,357
Office equipment	63,057
Communications center	119,279
Communications equipment	1,420,602
Less accumulated depreciation	<u>(1,513,628)</u>
Total capital assets (net of accumulated depreciation)	133,667
Total assets	<u>\$ 440,616</u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 9,301
Accrued wages	5,016
Payments received in advance	<u>194,068</u>
Total current liabilities	208,385

NET ASSETS

Unrestricted	<u>232,231</u>
Total liabilities and net assets	<u>\$ 440,616</u>

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

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN NET ASSETS
YEAR ENDED APRIL 30, 2012

REVENUES:

City of Pekin	\$ 739,304
Tazewell County	412,888
Other governmental entities	293,032
Private businesses	43,632
Intergovernmental grant	2,016
Other revenues	<u>9,676</u>
Total operating revenues	<u>1,500,548</u>

OPERATING EXPENSES:

Salaries and employees benefits	1,232,279
Administrative and equipment costs	195,058
Depreciation	<u>51,678</u>
Total operating expenses	<u>1,479,015</u>

Operating income	<u>(17,096)</u>
	21,533

NON-OPERATING REVENUE:

Interest earnings	<u>2,149</u>
Change in net assets	<u>23,682</u>

Total net assets, beginning of year	<u>208,549</u>
Total net assets, end of year	<u>\$ 232,231</u>

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

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

STATEMENT OF CASH FLOWS

YEAR ENDED APRIL 30, 2012

Cash flows from operating activities:	
Receipts from services	\$ 1,491,306
Payments for personal services	(895,365)
Payments to vendors and suppliers	(576,100)
Net cash provided by operating activities	<u>19,841</u>
Cash flows from investing activities:	
Interest received	<u>2,149</u>
Net increase in cash	21,990
Cash, beginning of year	<u>284,959</u>
Cash, end of year	<u>\$ 306,949</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 21,533
Adjustments to reconcile operating loss to net cash provided by operating activities:	
Depreciation	51,678
Decrease in accounts payable	(29,138)
Decrease in accrued wages	(33,474)
Increase in advanced payments	<u>9,242</u>
Net cash provided by operating activities	<u>\$ 19,841</u>

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

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2012

NOTE 1 - NATURE AND PURPOSE OF ORGANIZATION

Tazewell/Pekin Consolidated Communications Center (the "Center") is a non-profit corporation formed under the General Not-for-Profit Corporation Act of the State of Illinois and primarily organized for the purpose of providing a centralized public safety communications system for the mutual benefit of the County of Tazewell and the City of Pekin, Illinois. For financial statement reporting purposes, the City of Pekin considers the Center a discrete component unit and is reported on the City's combined financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Basis of Accounting

The accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when received or when measurable and available to finance the Center's operations is followed.

b) Fixed Assets

All fixed assets are valued at historical cost. Communications equipment is being depreciated over an estimated useful life of ten years. Office equipment is being depreciated over an estimated useful life of twenty years. Leasehold improvements are being depreciated over an estimated life of thirty years.

c) Budget

The Center's budget is prepared on the modified accrual basis as required by generally accepted accounting principles. Therefore, the schedules of revenues and expenditures budget and actual (Schedule A and B) have been prepared on a basis consistent with and comparable to the legally adopted budget.

NOTE 3 - CHANGES IN FIXED ASSETS

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

	Balance <u>4/30/11</u>	<u>Additions</u>	Balance <u>4/30/12</u>
Communications equipment	\$ 1,420,602	\$ -	\$ 1,420,602
Office equipment	63,057	-	63,057
Communications center	119,279	-	119,279
Leasehold improvements	44,357	-	44,357
Total	<u>\$ 1,647,295</u>	<u>\$ -</u>	<u>\$ 1,647,295</u>

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

SCHEDULE OF REVENUES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2012

	<u>Budget</u>	<u>Actual</u>
City of Pekin	\$ 738,264	\$ 739,304
Tazewell County	401,464	412,888
Other governmental entities	290,876	293,032
Private businesses	44,000	43,632
Intergovernmental grant	-	2,016
Interest earnings	1,500	2,149
Other revenues	<u>1,500</u>	<u>9,676</u>
Total revenues	<u>\$ 1,477,604</u>	<u>\$ 1,502,697</u>

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

TAZEWELL/PEKIN CONSOLIDATED COMMUNICATIONS CENTER

SCHEDULE OF EXPENDITURES-BUDGET AND ACTUAL

YEAR ENDED APRIL 30, 2012

	<u>Budget</u>	<u>Actual</u>
Salaries and employees benefits:		
Salaries	\$ 897,500	\$ 880,376
Payroll taxes and unemployment benefits	135,550	96,546
Group and workers compensation insurance	280,500	254,853
Medical costs	600	504
Total salaries and employee benefits	<u>1,314,150</u>	<u>1,232,279</u>
Administrative costs:		
Liability insurance	9,700	8,650
Training and education	7,500	9,560
Small tools, supplies and postage	4,750	3,596
Maintenance and repairs	10,800	6,936
Telephone	64,000	88,586
Utilities	14,500	12,265
Equipment and facilities rental	13,200	11,716
Dues and subscriptions	2,500	2,989
Travel	2,600	2,551
Professional fees/contractual services	19,400	12,839
Suits and damages	-	3,000
Public relations	1,000	1,673
Computer expenses	2,600	24,038
Miscellaneous	500	355
Total administrative costs	<u>153,050</u>	<u>188,754</u>
Fixed assets expenditures:		
Communications equipment	<u>8,000</u>	<u>6,304</u>
Total expenditures	<u>\$ 1,475,200</u>	<u>\$ 1,427,337</u>

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

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

FINANCIAL STATEMENTS

APRIL 30, 2012

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND FINANCIAL STATEMENTS
APRIL 30, 2012
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INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and City Council
City of Pekin, Illinois

We have audited the accompanying financial statements of the Sewerage Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2012 as listed in the table of contents. These financial statements are the responsibility of the City of Pekin management. Our responsibility is to express an opinion 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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Sewerage Fund and do not purport to, and do not present fairly the financial position of the City of Pekin, Illinois as of April 30, 2012, and the changes in its financial position and cash flows, where applicable, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Sewerage Fund of the City of Pekin, Illinois, as of April 30, 2012, and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Willock Warning & Co., PC

WILLOCK WARNING & CO., P.C.
October 26, 2012

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
STATEMENT OF NET ASSETS
APRIL 30, 2012

ASSETS

Current assets:

Cash and cash equivalents	\$ 2,402,413
Investments	240,000
Accounts receivable	<u>253,025</u>
Total current assets	<u>2,895,438</u>

Capital assets:

Land	73,000
Sewer plants and equipment	31,122,925
Construction in progress	3,494,251
Less accumulated depreciation	<u>(11,217,476)</u>
Total capital assets, net of accumulated depreciation	<u>23,472,700</u>
Total assets	<u>\$ 26,368,138</u>

LIABILITIES

Current liabilities:

Accounts payable	\$ 835,476
Accrued wages	3,075
Accrued interest	50,877
General obligation bonds-current portion	<u>285,000</u>
Total current liabilities	<u>1,174,428</u>

Noncurrent liabilities:

General obligation bonds	6,540,000
IEPA loan	<u>2,208,844</u>
Total noncurrent liabilities	<u>8,748,844</u>
Total liabilities	<u>9,923,272</u>

NET ASSETS

Invested in capital assets, net of related debt	14,438,856
Unrestricted	<u>2,006,010</u>
Total net assets	<u>16,444,866</u>
Total liabilities and net assets	<u>\$ 26,368,138</u>

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

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS

YEAR ENDED APRIL 30, 2012OPERATING REVENUES:

Charges for services:

Wastewater service fees	\$ 2,712,689
Sewer treatment fees	57,565
Sewer connection fees	27,300
Licenses and permits	11,178
Total operating revenues	<u>2,808,732</u>

OPERATING EXPENSES:

Sewer operation costs	743,171
Wages and payroll taxes	519,074
Employee benefits	97,263
Professional fees	5,325
Insurance	11,973
Maintenance and repairs	241,166
Billing and collection costs	119,906
Postage, office, and administration	27,367
Depreciation	726,754
Total operating expenses	<u>2,491,999</u>
Operating income	316,733

NONOPERATING REVENUE (EXPENSE):

Intergovernment grant	223,734
Interest income	73,275
Interest expense	<u>(207,660)</u>
Income before transfers	406,082
Transfers to City's General Fund	<u>(114,648)</u>
Change in net assets	291,434

Total net assets, beginning of year	<u>16,153,432</u>
Total net assets, end of year	<u>\$ 16,444,866</u>

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

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
STATEMENT OF CASH FLOWS
YEAR ENDED APRIL 30, 2012

Cash flows from operating activities:

Receipts for services and fees	\$ 2,827,869
Payments to vendors and suppliers	(905,541)
Payments for employees and benefits	(541,565)
Net cash provided by operating activities	<u>1,380,763</u>

Cash flows from noncapital financing activities:

Transfer to General Fund	(114,648)
Receipt of intergovernmental grant	223,734
Net cash provided by noncapital financing activities	<u>109,086</u>

Cash flows from capital activities:

Proceeds from capital loan	2,208,844
Purchase and construction of capital assets	(9,799,683)
Principal paid on capital debt	(285,000)
Interest paid on capital debt	(207,824)
Net cash used by capital activities	<u>(8,083,663)</u>

Cash flows from investing activities:

Redemption of investments	240,267
Interest income	73,275
Net cash provided by investing activities	<u>313,542</u>
Net decrease in cash	(6,280,272)
Cash balance, beginning of year	8,682,685
Cash balance, end of year	<u>\$ 2,402,413</u>

Reconciliation of operating income to net cash provided by operating activities:

Operating income	\$ 316,733
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	726,754
Decrease in accounts receivable	19,137
Increase in accounts payable	340,630
Decrease in accrued wages	(22,491)
Net cash provided by operating activities	<u>\$ 1,380,763</u>

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

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2012**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES**

In accordance with generally accepted governmental accounting principles, the Sewerage Fund is a separate accounting fund within the City of Pekin's fund accounting system which is designed to account for and report upon specific activities or certain objectives.

The fund is an Enterprise Fund and, accordingly, employs the accrual basis of accounting wherein revenues are recognized in the period in which they are earned and expenses are recognized in the period in which they are incurred.

Fixed assets used in the operations of the sewerage system are stated at cost where historical records are available and at estimated historical cost where no historical records exist. Depreciation expense is recorded as a charge against income and is computed using the straight-line method based upon the estimated useful lives of the fixed assets, generally 5-40 years.

NOTE 2 - TRANSFER TO GENERAL FUND

The City allocates a portion of its administrative expenses to more accurately reflect costs of sewer operations. City officials have estimated General Fund expenses applicable to the Sewerage Fund to be \$9,554 per month.

NOTE 3 - ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2010

On August 23, 2010, the Pekin City Council passed Ordinance No. 2625-10/11, providing for the issuance of \$7,110,000 in general obligation bonds to pay for a portion of the costs of construction of improvements to the City's wastewater treatment plant and other improvements to the sanitary sewer system. The bonds are payable over an eighteen year period beginning in 2011 and ending in 2030. Annual principal payments range from \$285,000 to \$475,000. The interest rates range from 1.0% to 6.15%. The bonds qualify under Internal Revenue Code Section 54AA ("Qualified Build America Bonds") which provides for a 35% reduction in interest costs to the City.

Debt Service

The annual debt service requirements applicable to the Series 2010 bonds for the principal and interest payments outstanding at April 30, 2012 are as follows:

<u>Year Ended</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	\$ 285,000	\$ 205,509	\$ 490,509
2014	290,000	202,235	492,235
2015	300,000	198,010	498,010
2016	300,000	192,891	492,891
2017	300,000	186,894	486,894
2018-2022	1,645,000	813,221	2,458,221
2023-2027	1,905,000	533,423	2,438,423
2028-2031	1,800,000	146,901	1,946,901
Total	<u>\$ 6,825,000</u>	<u>\$ 2,479,084</u>	<u>\$ 9,304,084</u>

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2012**NOTE 4 - CAPITAL LOANS - STATE OF ILLINOIS WATER POLLUTION CONTROL LOAN PROGRAM**

On July 11, 2011 the City Council passed Ordinance Number 2641-11/12 authorizing the City to borrow funds from the State of Illinois Water Pollution Control Loan Program Fund for the purpose of improving the City's sewerage system. The maximum approved amount to be borrowed was \$37,700.00. On November 28, 2011 the maximum loan amount was raised to \$40,616,000. As of April 30, 2012, \$2,208,844 of the loan had been disbursed to the City for construction costs to the sewerage system.

The following schedule shows the provisions of three loan agreements with the Illinois Environmental Protection Agency. The annual debt service requirements for each loan has not been made available.

Wastewater Project <u>Number</u>	Maximum Loan <u>Amount</u>	Loan Balance <u>at 4/30/12</u>	<u>Interest Rate</u>	Terms of <u>Loan</u>	Date Interest <u>Accrued</u>	First Payment <u>Date</u>
L-17-3081	\$ 17,500,000	\$ 2,208,844	1.25%	20-years	9/1/13	3/1/14
L17-4855	3,355,600	-	2.295	20-years	9/1/13	3/1/14
L17-4856	11,644,400	-	2.295	20-years	1/23/15	7/23/15

WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

October 26, 2012

Mayor Laurie Barra and City Council
City of Pekin
111 South Capitol St.
Pekin, Illinois 61554

Re: Sewer User Rates

Dear Mayor and Council Members:

Section 2.01 of Sewer User Ordinance No. 1611 requires an annual review of the City's sewer user rates at the same time and as a part of the annual audit of the Sewerage Fund financial statements.

COMMENTS ON REVIEW OF RATES

The Sewerage Fund Statement of Assets at April 30, 2012 reports current assets of \$2,895,438 and current liabilities of \$1,174,428, resulting in net working capital of \$1,721,010. The working capital decreased \$3,142,177 from the previous year.

Construction and other capital costs to the sewerage system for fiscal year 2012 totalled \$9,799,683. These costs were financed through the previously issued general obligation bonds, a new loan from the IEPA, and accumulated cash and investments.

The net assets of the Sewerage Fund increased \$291,434 in fiscal year 2012.

Operating revenues increased \$375,312 primarily as a result of the increased user rate fee that went into effect May 1, 2011 and will increase annually over the next four years.

Operating costs totalled \$2,542,050, a reduction of \$50,051 from the previous year. Sewer operation costs decreased \$110,098, bond issue costs were eliminated in fiscal year 2012 (\$105,703 in 2011) and depreciation charges on capital assets increased \$132,506.

In August, 2010 the City Council approved increases in the volumetric rate and surcharge rate to residential and commercial users of the wastewater treatment facility. The new rates are intended to cover operating costs of the plant, maintain sewer lines throughout the City, and accumulate sufficient funds for the debt service obligations of the new bond issue.

The new rates, effective May 1, 2011, are as follows:

- A minimum charge of \$3.00 for each user of the wastewater facility;
- A user rate of \$2.39 per thousand gallons of water used effective May 1, 2011;
- A user rate of \$2.87 per thousand gallons of water used effective May 1, 2012;
- A user rate of \$3.44 per thousand gallons of water used effective May 1, 2013;
- A user rate of \$4.20 per thousand gallons of water used effective May 1, 2014;
- A user rate of \$5.24 per thousand gallons of water used effective May 1, 2015;
- An increase of the surcharge rate to \$.40 per pound of BOD (biochemical oxygen demand) and \$.25 per pound of SS (suspended solids).

Note 3 of the financial statements shows annual debt service requirements for the General Obligation Bonds, Series 2010 of slightly less than \$500,000. Note 4 of the financial statements reports that the annual debt service requirements on the IEPA loans are not known at the current time.

It is incumbent for City staff to monitor the cash balances and operations of the Sewerage Fund and to report to the Council on the adequacy of the current user rate structure and to make any necessary changes to insure the adequacy of sufficient cash requirements for current operating expenses and future debt service requirements.

Attached is a summary of selected financial data for the past ten years.

Please contact us if there are questions on these matters.

Yours truly,

WILLOCK WARNING & CO., P.C.

By _____
James Warning, CPA

JW/dl

Enclosures, as above

cc: City Manager
Assistant City Manager
City Corporation Counsel
City Clerk
Assistant Finance Director
City Treasurer

COPY

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
SELECTED FINANCIAL DATA - ASSETS AND LIABILITIES
FOR THE TEN YEARS 2003-2012

Year Ended April 30,	Unrestricted Cash	Investments	Receivables	Additions to Capital Assets	Total Assets	Current Liabilities	Long-Term Liabilities	Total Net Assets
2012	\$2,402,413	\$ 240,000	\$ 253,025	\$9,799,683	\$26,368,138	\$1,174,428	\$ 8,748,844	\$ 16,444,866
2011	4,967,211	480,267	272,162	3,394,526	23,834,885	856,453	6,825,000	16,153,432
2010	2,100,895	2,240,000	244,742	302,718	16,185,130	44,158	-	16,140,972
2009	32,090	4,001,651	200,624	429,967	16,151,392	75,415	-	16,075,977
2008	179,637	3,673,487	189,293	522,300	16,142,663	231,926	-	15,910,737
2007	543,035	2,612,985	58,332	192,377	15,377,269	32,567	-	15,344,702
2006	484,834	1,812,376	58,616	19,415	14,891,439	79,186	-	14,812,253
2005	652,444	540,271	183,821	162,258	14,470,967	162,358	-	14,308,609
2004	322,173	-	210,372	77,324	14,040,437	114,698	-	13,925,739
2003	36,659	-	35,406	720,829	14,079,777	33,324	-	14,046,453

Information taken from Sewerage Fund Annual Reports, 2003-2012.

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
SELECTED FINANCIAL DATA - REVENUES AND EXPENSES
FOR THE TEN YEARS 2003-2012

Year Ended April 30,	<u>Total Operating Revenues</u>	<u>Service Fees</u>	<u>Other Fees</u>	<u>Investment Income</u>	<u>Total Operating Expenses</u>	<u>Sewer Operating Costs</u>	<u>Maintenance and Repairs</u>	<u>Depreciation</u>	<u>Billing and Collection Costs</u>	<u>Other Costs</u>	<u>Transfer to City General Fund</u>	<u>Net Income (Loss)</u>
2012	\$2,808,732	\$2,712,689	\$ 96,043	\$ 73,275	\$2,491,999	\$ 743,171	\$ 241,166	\$ 726,754	\$ 119,906	\$ 661,002	\$ 114,648	\$291,434
2011	2,433,420	2,335,873	97,547	118,890	2,542,050	853,269	244,323	594,248	123,315	726,895	114,648	12,460
2010	2,451,896	2,325,089	126,807	107,842	2,380,095	663,708	362,157	620,252	127,197	606,781	114,648	64,995
2009	2,578,471	2,402,996	175,475	57,120	2,355,703	584,407	423,706	613,186	121,930	612,474	114,648	165,240
2008	2,722,762	2,591,804	130,958	113,883	2,191,511	608,924	338,061	584,970	123,689	535,867	143,099	502,035
2007	2,727,070	2,596,757	130,313	113,765	2,108,386	683,154	212,408	565,073	129,493	518,258	200,000	532,449
2006	2,464,639	2,338,119	126,520	29,445	1,890,440	572,654	172,360	578,233	124,082	443,111	100,000	503,644
2005	2,754,059	2,632,061	121,998	5,470	2,276,659	1,102,770	272,793	575,719	132,322	193,055	100,000	382,870
2004	2,233,265	2,094,460	138,805	22	2,234,001	1,059,101	161,213	577,144	155,563	280,980	120,000	(120,714)
2003	1,713,051	1,519,552	193,499	283	2,138,826	1,008,171	236,590	567,353	77,072	250,449	175,000	(600,492)

Information taken from Sewerage Fund Annual Reports, 2003-2012.

Pekin Zoning Board of Appeals

November 14, 2012

Present:

Mary Lanane
David Moehring
John Kennedy, Chairman
Bob Barra
Kim Joesting
Barry McGinnis

Absent:

Gary Sciortino

Staff Present: Ron Sieh, Scott Kriegsman

John Kennedy, Chairman led the pledge of allegiance.

John Kennedy, Chairman welcomed new member Barry McGinnis.

John Kennedy, Chairman called regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

John Kennedy, Chairman asked for approval of the Agenda as presented.

MOTION by Bob Barra seconded by Barry McGinnis to approve the Agenda as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

John Kennedy, Chairman asked for Approval of the August '2012 Meeting Minutes with the correction of New member present Kim Joesting.

MOTION by Mary Lanane seconded by Bob Barra to approve the August '2012 Minutes as corrected. On roll call vote, (5) five present voted **AYE**. (1) one present (Barry McGinnis) **ABSTAINED**. **MOTION APPROVED**.

Correspondence: There was no correspondence for Hearing #1. Received with regrets a resignation letter from Erik Reader.

Hearing #1:

To allow Myra J Gleason, Owner, a variance of 2 feet Rear of Garage and 8 feet between house and Garage to be closer than allowed in the current code setback as stated in the Zoning Code for R-4 (Single Family Residential) located at 623 Hillyer Street.

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

MOTION by David Moerhing seconded by Bob Barra to **Approve** the variance as requested for 2 foot Rear of Garage and 8 foot between the House and Garage to be closer than allowed at 623 Hillyer Street. On roll call vote, all present voted **AYE**.

MOTION by David Moerhing seconded by Bob Barra to adjourn the meeting. On roll call vote, all present voted **AYE**.

Meeting Adjourned at 5:12PM

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

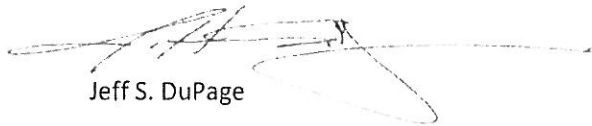
November 13, 2012

Jeff S. DuPage
211 Hemlock St.
Pekin, IL 61554
309-241-7320
jsduper34@yahoo.com

Dear Mayor Barra ,

I would like to inform you that I am resigning from my position on the City Planning Commission effective immediately, and would like to thank you for the opportunity of serving. If I can be of any help in the future please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff S. DuPage', with a long horizontal flourish extending to the right.

Jeff S. DuPage

Company	Ed Plan	Product Breakout	Processing Fee	Credit from Matl Sales	Net(annual)
Midland-Davis	Yes	No			
<u>Option 1</u>					
Years 1-3			None	\$21.50	\$20,124.00 Assume 18tn/wk
Year 4			\$83.35 OBM		Varies
Year 5			\$85.75 OBM		Varies
<u>Option 2</u>					The net would be positive if the market for paper is above the processing fee.
Year 1			\$77.15 OBM		Varies
Year 2			\$78.85 OBM		Varies
Year 3			\$81.20 OBM		Varies
Year 4			\$83.35 OBM		Varies
Year 5			\$85.75 OBM		Varies
Year 6			\$88.00 OBM		Varies
Year 7			\$90.75 OBM		Varies
					Last 2 years same both options

Waste Management	Yes	Yes	\$99.50 OBM	Varies	See note above.
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Midwest Fiber	Yes	Yes			
Entire Contract			\$69.50 OBM	Varies	See note above.

**CITY OF PEKIN
TAZEWELL AND PEORIA COUNTIES, ILLINOIS**

**\$1,975,000
GENERAL OBLIGATION BONDS,
SERIES 2012**

TRANSCRIPT

1. Organization Certificate.
2. Corporation Counsel's Certificate Re City Code.
3. Certified copy of Bond Ordinance No. 2667-12/13, with Certification of Minutes and Ordinance and Certified Minutes of the City Council adopting said ordinance.
4. County Clerk's Filing Certificates for The Counties of Tazewell and Peoria, Illinois, evidencing filing of Bond Ordinance.
5. Preliminary Official Statement.
6. Official Statement.
7. Bond Order.
8. Certificate on Delivery.
9. Treasurer's Receipt.
10. Tax Compliance Certificate and Agreement.
11. Form 8038-B and evidence of mailing.
12. Specimen Bond.
13. Certificate of Bond Registrar.
14. Blanket Letter of Representation.
15. City Counsel's Opinion.
16. Opinion and Letter of Disclosure Counsel.
17. Opinion of Bond Counsel.
18. Continuing Disclosure Undertaking.
19. Rating letter.

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

ORGANIZATION CERTIFICATE

We, the undersigned, do hereby certify that we are the duly qualified and acting Mayor and City Clerk, respectively, of the City of Pekin, Tazewell and Peoria Counties, Illinois (the “City”), and as such officials we do further certify as follows:

1. That the City was organized and incorporated as a City under the laws of the State of Illinois in the year 1849, has continuously since its incorporation operated under the general laws of the State of Illinois as a City governed by a City Council, is now operating under its powers as a home rule unit and under the provisions of the Illinois Municipal Code, as supplemented and amended (the “Code”), and is not now operating under the provisions of any special act or charter.

2. That the City adopted in 1995, and is now operating under the provisions of Article 5 of the Code, said article providing for The Managerial Form of Municipal Government, has not adopted and is not now operating under the provisions of Article 4 of the Code, said article providing for The Commission Form of Municipal Government, has not adopted and is not now operating under the provisions of Articles 6, 14 and 18 of the Election Code of the State of Illinois, as supplemented and amended, said articles being known as the City Election Law, and has not elected by referendum not to be a home rule unit of government under the provisions of the 1970 Constitution of the State of Illinois (the “Constitution”).

3. That the present duly qualified and acting officials of the City and their respective terms of office are as follows:

NAME	OFFICE	BEGINNING OF TERM	END OF TERM
Laurie L. Barra	Mayor	May 2011	May 2015
John Abel	City Council Member	May 2011	May 2015
Cody Hendricks	City Council Member	May 2009	May 2013
Tom Blanchard	City Council Member	May 2011	May 2015
Fred Massaglia	City Council Member	May 2011	May 2015
Chad Schmidgall	City Council Member	May 2009	May 2013
John McCabe	City Council Member	May 2011	May 2015

Sue E. McMillan	City Clerk	Appointed
Jim Wolf	City Treasurer	Appointed
Bert L. Dancey	Corporation Counsel	Appointed

with a City Council (the “*City Council*”) composed of the Mayor and the six (6) duly qualified and acting City Council members referred to above; and that said members of the Council have been the duly qualified and acting Council since not later than May __, 2011, and, *provided* that there are no vacancies created by resignation or otherwise, will constitute the City Council until the election for members of the Council to be held on April 9, 2013, is canvassed and a new City Council duly constituted.

4. That The Counties of Tazewell and Peoria, Illinois, are the only counties within which the City is wholly or partly located.

5. That *The Daily Times* is a local, community newspaper published in and with a general circulation within the City.

6. No news media have filed a request for notice of the meetings of the City Council of the City pursuant to the Open Meetings Act of the State of Illinois, as supplemented and amended (5 *Illinois Compiled Statutes 2010*, 120/1.01 *et seq.*, as amended), except as follows: None.

7. That the regular meetings of the City Council are held on the second and fourth Mondays of each week at 5:30 o’clock P.M., at the City Hall, Pekin, Illinois, within the City, that the City Council has given public notice of said schedule of regular meetings stating the regular dates, times and places of said meetings at the beginning of each calendar or fiscal year by posting a copy of said public notice at the principal office of the City Council and by supplying copies of said public notice to all of the newspapers, radio or television stations and other news media that have filed a request for such notice, and that the Council has made said schedule available to the public. Notice of the meeting of the City Council held on October 22, 2012, was given to the media at least forty-eight (48) hours in advance of said meeting, including without limitation an agenda for said meeting, which agenda is attached hereto as *Exhibit A*, and said agenda was posted at the principal office of the City and the meeting place of the City Council at least forty-eight (48) hours in advance of said meeting.

8. That the official population of the City as determined by the 2010 census is 34,094.

9. That no census has been conducted in or for the City since the 2010 census.

10. That there are no ordinances or resolutions of the City or proceedings, rules or regulations of the Council pertaining in any manner whatsoever to the procedures for

the issue of general obligation bonds of the City or which in any manner whatsoever limit, restrict or proscribe the issuance of general obligation bonds of the City.

11. That no petition has been filed or is now pending praying for the disconnection of any territory from the present corporate limits of the City.

12. That there is no litigation or controversy pending or threatened and there are no material tax objections pending or threatened questioning or affecting in any manner whatsoever the corporate existence of the City, the boundaries thereof, the status of the City as a home rule unit of government, the right of the City to levy taxes for municipal purposes or the title of any of its present officials to their respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the City,
this 4th day of December, 2012.

Mayor

City Clerk

[SEAL]

CITY ATTORNEY’S CERTIFICATE RE CITY CODE

I, Bert L. Dancey, do hereby certify that I am the City Attorney for the City of Pekin, Tazewell and Peoria Counties, Illinois (the “City”). I do further certify that I have reviewed the Code of Ordinances of the City, the journal of proceedings, books, records, minutes and files of the City, and of the City Council of the City (the “*Corporate Authorities*”) and that, from such review, I am of the opinion as follows:

1. The Corporate Authorities have taken no action to modify the provisions of the Illinois Municipal Code, as amended, with respect to the calling, holding or giving of notice of regular or special meetings.
2. The Corporate Authorities have taken no action to modify the provisions of said Illinois Municipal Code with respect to the introduction and passage of resolutions or ordinances except as otherwise herein indicated.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 4th day of December, 2012.

City Attorney

CERTIFICATE ON DELIVERY

We, the undersigned, being authorized and directed to sign the bonds hereinafter described, do hereby certify that we are now and were at the time of signing said bonds the duly qualified and acting officials of the City of Pekin, Tazewell and Peoria Counties, Illinois (the "City"), as indicated by the titles appended to our respective signatures, and that as such officials we have executed \$1,975,000 aggregate principal amount of General Obligation Bonds, Series 2012, of the City (the "Bonds"), dated the date hereof, fully registered and without coupons, due on August 1 of the years and in the principal amounts and bearing interest at the rates *per annum*, as follows:

YEAR	PRINCIPAL AMOUNT	INTEREST RATE
2013	\$275,000	2.00%
2014	290,000	2.00
2015	295,000	2.00
2016	300,000	2.00
2017	305,000	2.00
2018	315,000	2.00
2019	195,000	2.00

such Bonds not being subject to optional redemption prior to maturity, provisions as provided therein, by manually signing the Bonds in the manner and capacity indicated by our respective signatures and titles appended hereto and that the official seal of the City has been affixed to or imprinted on the Bonds and affixed to this Certificate.

We do further certify that there is no litigation or controversy pending or threatened questioning or affecting in any manner whatsoever the corporate existence of the City, the boundaries thereof, the status of the City as a home rule unit of government, the right of the City to levy taxes for municipal purposes, the title of any of its present officials to their respective offices, the proceedings incident to the issuance or sale of the Bonds or the issue, sale or validity of the Bonds, and that none of the proceedings providing for the issuance or sale of the Bonds have been revoked or rescinded.

We do further certify that to the best of our knowledge and belief the Preliminary Official Statement dated November 6, 2012 and the Official Statement dated November 15, 2012, relating to the Bonds, together with any supplements thereto, distributed and all representations made by the City and by its officials in any manner whatsoever in connection with the sale of the Bonds were at all times and are now true and correct in all material respects, and did not as of their respective dates and do not now contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We do hereby further certify that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the arrangement heretofore entered into between the City and Bernardi Securities, Inc. (the “*Purchaser*”) for the purchase of the Bonds.

We do further authorize and direct The Bank of New York Mellon Trust Company, N.A., as bond registrar for the Bond, to authenticate the Bond as hereinabove described and deliver the Bond to The Depository Trust Company on behalf of the purchaser thereof, namely Bernardi Securities, Inc.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the City,
this 4th day of December, 2012.

SIGNATURES

OFFICIAL TITLES

Mayor

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

I do hereby certify that I am a _____ of _____,
Pekin, Illinois, and that I am personally acquainted with the officials whose signatures appear
above and that I know that they are now and were at the time of signing the Bonds the duly
qualified and acting officials of the City, as indicated by the titles appended to their respective
signatures, and I do hereby identify said signatures, together with those on the Bonds, as being in
all respects true and genuine.

DATED as of the date shown above.

[BANK SEAL]

TREASURER'S RECEIPT

I, the undersigned, do hereby certify that I am the duly qualified and acting City Treasurer of the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), and as such official I do further certify that \$1,975,000 aggregate principal amount of General Obligation Bonds, Series 2012, of the City (the "*Bonds*"), dated the date hereof, fully registered and without coupons, have been delivered to the purchaser thereof, namely, Bernardi Securities, Inc., Chicago, Illinois, and that the Bonds have been paid for in full by said purchaser in accordance with the terms of sale and at a price of \$2,025,969.75 plus accrued interest to the date of delivery.

I do hereby further certify that the amount received upon the sale of the Bonds on the date hereof will be used for the purposes set forth in the ordinance duly adopted by the City Council of the City on October 22, 2012, authorizing the issuance of the Bonds.

I do further certify that the officials whose signatures appear upon the Bonds were in occupancy and possession of their respective offices at the time of signing and delivery of the Bonds.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 4th day of December, 2012.

Treasurer

*

*

*

I, Sue E. McMillan, City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the “City”), do hereby certify that the signature of Jim Wolf, City Treasurer of said City, on the attached Treasurer’s Receipt is the true and genuine signature of said officer.

IN WITNESS WHEREOF, I hereunto affix my official hand and seal of said City, this 4th day of December, 2012.

City Clerk

(SEAL)

BOND REGISTRAR'S CERTIFICATE

The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the “*Bond Registrar*”), hereby certifies that it is the paying agent and bond registrar for \$1,975,000 aggregate principal amount of General Obligation Bonds, Series 2012 (the “*Bonds*”), of the City of Pekin, Tazewell and Peoria Counties, Illinois (the “*City*”), issued pursuant to Ordinance No. 2667-12/13 of the City (the “*Bond Ordinance*”). The Bond Registrar hereby further certifies and agrees as follows:

1. The Bond Registrar has heretofore and does hereby accept the duties as paying agent and bond registrar so imposed by the Bond Ordinance.

2. Pursuant to a proper authorization and direction from the City dated this date, the Bond Registrar has authenticated and delivered to Bernardi Securities, Inc., Chicago, Illinois, on its order, the Bonds dated the date hereof, maturing on the dates and subject to optional redemption as provided in the Bond Ordinance.

3. The person named below is an authorized agent of The Bank of New York Mellon Trust Company, N.A.; such person, in accordance with the provisions of the Bond Ordinance, is duly authorized and empowered to authenticate and did authenticate on the date hereof the Bonds issued under the Bond Ordinance; and the signature appearing after the name of each such person as follows is a true and correct specimen of each such person's genuine signature:

NAME

OFFICE

SIGNATURE

James Agnew

4. The Bond Registrar has full power and authority under the applicable laws of the United States of America and the State of Illinois to act as paying agent and bond registrar for the Bonds in the manner contemplated by the Bond Ordinance; it has taken all necessary corporate action by its properly authorized officers, employees or agents to accept said offices and duties; and the undersigned are duly qualified and acting officers of The Bank of New York Mellon Trust Company, N.A., as indicated by the titles set under their names and are authorized by The Bank of New York Mellon Trust Company, N.A., to execute and attest this certificate.

5. The Bond Registrar acknowledges receipt of a certified copy of the Bond Ordinance.

IN WITNESS WHEREOF, the Bond Registrar has caused this certificate to be executed and attested in its name all this 4th day of December, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(SEAL)

By _____
Its _____

December 4, 2012

Chapman and Cutler LLP
Chicago, Illinois

Bernardi Securities, Inc.
Chicago, Illinois

Ladies and Gentlemen:

I am Corporation Counsel for the City of Pekin, Tazewell and Peoria Counties, Illinois (the "*City*"), and in such capacity I am rendering this opinion in connection with the issuance by the City of \$1,975,000 aggregate principal amount of its General Obligation Bonds, Series 2012, dated the date hereof (the "*Bonds*"). The Bonds are being issued pursuant to an ordinance adopted on October 22, 2012 (the "*Ordinance*"), by the City Council of the City (the "*Corporate Authorities*"). In connection therewith, I have reviewed the public records, proceedings and documents of the Corporate Authorities and of the City and such other documents and materials which I have deemed relevant to render this opinion.

Based on the foregoing, I am of the opinion that:

(i) The City is a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois, with all requisite power and authority to issue the Bonds, and to enter into and perform its obligations under the Ordinance.

(ii) Except for the Ordinance, there are presently no ordinances or resolutions of the City or proceedings, rules or regulations of the Corporate Authorities in effect pertaining in any manner whatsoever to the procedures for the issuance of general obligation bonds of the City or which in any manner whatsoever limit, restrict or proscribe the issuance of general obligation bonds of the City.

(iii) The Ordinance, and each of the ordinances and resolutions of the Corporate Authorities therein referenced or preliminary to the enactment thereof, were duly and validly adopted by the Corporate Authorities, and are in full force and effect; the Ordinance and all other proceedings pertinent to the validity and enforceability of the Bonds have been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the City and in compliance with the Constitution and the laws of the State of Illinois.

(iv) The proceedings taken by the Corporate Authorities relative to the authorization of the Bonds and the passage of the Bond Ordinance were held in compliance with (a) the Open Meetings Act of the State of Illinois, as amended, (b) the Illinois Municipal Code, as amended, where not validly superseded by the home rule powers of the City, and (c) the Code of Ordinances of the City (which includes the procedural rules of the Corporate Authorities.

(v) No litigation or proceeding is pending or, to the best of my knowledge after diligent inquiry, threatened, against the City seeking to restrain or enjoin the issuance or delivery of the Bonds, or in any way contesting or affecting any authority for the issuance of the Bonds, or the validity of the Bonds, or seeking to restrain or enjoin the transactions contemplated by the Ordinance or the Bonds, or questioning the validity hereof or thereof, or in any way contesting the existence or powers of the City.

(vi) The adoption of the Ordinance and the execution and delivery of the Bonds, and compliance with the provisions thereof, under the circumstances contemplated therein, do not and will not conflict with or constitute on the part of the City a breach of or default under any agreement or instrument to which the City is a party, or violate any existing law, administrative regulation, court order or consent decree to which the City is subject, and there are no consents, approvals, authorizations, notices, filings and orders of or by the City or any other governmental or regulatory authorities, not already obtained or given, as contemplated by the Ordinance and the Bonds, which are required to be obtained by the City for consummation by the City of the transactions hereby and thereby contemplated.

Very truly yours,

Corporation Counsel

TAX EXEMPTION CERTIFICATE AND AGREEMENT

\$1,975,000

CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS

General Obligation Bonds, Series 2012

December 4, 2012

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TAX EXEMPTION CERTIFICATE AND AGREEMENT

The undersigned is a duly qualified officer of the City of Pekin, Tazewell and Peoria Counties, Illinois (the “*Issuer*”), and is charged, with others, with the responsibility for executing and delivering the obligations described on the cover page of this Tax Exemption Certificate and Agreement (the “*Bonds*”). Certain terms are defined in Article I of this Tax Exemption Certificate and Agreement. Terms used herein and not defined in Article I hereof shall have the meanings given to them in the Ordinance.

One purpose of executing this Tax Agreement is to set forth various facts regarding the Bonds and to establish the expectations of the Issuer as to future events regarding the Bonds and the use of the Bond proceeds. The certifications, covenants and representations contained herein are made on behalf of the Issuer for the benefit of the owners from time to time of the Bonds.

The Issuer hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond, within the meaning of the Code, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Issuer acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation of interest on the Bonds, under present rules, the Issuer may be treated as the “taxpayer” in such examination, and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

ARTICLE I

DEFINITIONS

In addition to such other words and terms used and defined in this Tax Agreement, the following words and terms used in this Tax Agreement shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

“*Affiliated Person*” means any Person that (a) at any time during the six (6) months prior to the execution and delivery of the Bonds, (i) has more than five percent (5%) of the voting power of the governing body of the Issuer in the aggregate vested in its directors, officers, owners, and employees or, (ii) has more than five percent (5%) of the voting power of its governing body in the aggregate vested in directors, officers, board members or employees of the Issuer, or (b) during the one-year period beginning six (6) months prior to the execution and delivery of the Bonds, (i) the composition of the governing body of which is modified or established to reflect (directly or indirectly) representation of the interests of the Issuer (or for which an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period), or (ii) the composition of the governing body of the Issuer is modified or established to reflect (directly or indirectly) representation of the interests

of such Person (or for which an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

“Bond Counsel” means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds, whose opinions are generally accepted by purchasers of municipal bonds.

“Bond Fund” means the General Obligation Bonds, Series 2012 Bond Fund established pursuant to the Resolution.

“Bonds” means the obligations of the Issuer described on the cover page of this Tax Agreement.

“Capital Expenditures” means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth in this Tax Agreement.

“Closing” means the date of this Tax Agreement, which is the first date on which the Issuer is receiving the purchase price for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commingled Fund” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

“Control” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

- (a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or
- (b) to require the use of funds or assets of a Controlled Entity for any purpose.

“Controlled Entity” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

“Controlled Group” means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

“Controlling Entity” means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

“*Costs of Issuance*” means the costs of issuing the Bonds, including underwriter’s discount and legal fees.

“*De minimis Amount of Original Issue Discount or Premium*” means with respect to an obligation (a) any original issue discount or premium that does not exceed two percent (2%) of the stated redemption price at maturity of the Bonds, plus (b) any original issue premium that is attributable exclusively to reasonable underwriter’s compensation.

“*External Commingled Fund*” means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent (10%) of the beneficial interests.

“*GIC*” means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, and (b) any agreement to supply investments on two (2) or more future dates (e.g., a forward supply contract).

“*Gross Proceeds*” means amounts in the funds listed on *Exhibit I* attached to and made a part of this Tax Agreement.

“*Issuer*” is defined in the preamble to this Tax Agreement.

“*Net Sale Proceeds*” means amounts actually or constructively received from the sale of the Bonds reduced by any such amounts that are deposited in a reasonably required reserve or replacement fund for the Bonds.

“*Ordinance*” means the ordinance duly adopted by the City Council of the Issuer on October 22, 2012, authorizing the issuance of the Bonds.

“*Person*” means any entity with standing to be sued or to sue, including any natural person, corporation, body politic, governmental unit, agency, authority, partnership, trust, estate, association, company, or group of any of the above.

“*Placed-in-Service*” means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level, and (b) the facility is, in fact, in operation at such level.

“*Preliminary Expenditures*” means architectural, engineering, surveying, soil testing, Costs of Issuance and similar costs that were incurred prior to commencement of acquisition or construction of the Project, but do not include any costs related to land acquisition, site preparation and similar costs incident to commencement of construction.

“*Private Business Use*” means any use of the Project by any Person other than a state or local governmental unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project on the same basis as the general public. Private Business Use includes any

formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Project that is not available for use by the general public.

“Project” means the construction of improvements to public lands and buildings and the acquisition of machinery, equipment and other capital items within the City of Pekin, Illinois.

“Project Fund” means the special fund established pursuant to Section 10 of the Ordinance.

“Purchaser” means the purchaser of the Bonds from the Issuer.

“Qualified Administrative Costs of Investments” means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

“Qualified Tax Exempt Obligations” means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludible from gross income of any owner thereof for federal income tax purposes, and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent (95%) of the income to the holder of the interest is interest that is excludible from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes, and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344.

“Rebate Fund” means the fund, if any, identified and defined in Section 4.2 of this Tax Agreement.

“Rebate Provisions” means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

“Regulations” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“Reimbursed Expenditures” means expenditures of the Issuer paid prior to the date of the Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

“Sale Proceeds” means amounts actually or constructively received from the sale of the Bonds, including (a) amounts used to pay underwriter’s discount or compensation and accrued interest, other than accrued interest for a period not greater than one (1) year before the date of

the Closing, but only if it is to be paid within one (1) year after the date of the Closing, and (b) amounts derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (*e.g.*, a redemption right).

“*Tax Agreement*” means this Tax Exemption Certificate and Agreement.

“*Yield*” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price as established in Section 5.1 hereof), including accrued interest.

“*Yield Reduction Payment*” means a rebate payment or any other amount paid to the United States of America in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

ARTICLE II

DESCRIPTION OF PROJECT

Section 2.1. Purpose of the Bonds. The Bonds are being issued to finance the Project in a prudent manner consistent with the revenue needs of the Issuer. A breakdown of the sources and uses of funds is set forth in *Exhibit A* attached to and made a part of this Agreement.

Section 2.2. The Project — Binding Commitment and Timing. The Issuer has incurred or will, within six (6) months of the date of the Closing, incur a substantial binding obligation (not subject to contingencies within the control of the Issuer or any member of the same Controlled Group as the Issuer) to a third party to expend at least five percent (5%) of the Net Sale Proceeds on the Project. It is expected that the work of acquiring and constructing the Project and the expenditure of amounts deposited into the Project Fund will continue to proceed with due diligence through December 31, 2010, at which time it is anticipated that all Sale Proceeds and investment earnings thereon will have been spent.

It is expected that the Sale Proceeds deposited into the Project Fund, including investment earnings on the Project Fund, will be spent to pay the costs of the Project and interest on the Bonds in accordance with the estimated drawdown schedule contained in *Exhibit B* attached to and made a part of this Agreement.

Estimated total investment income as set forth in *Exhibit A* attached hereto and made a part hereof has been calculated on the basis of an expected overall investment rate as set forth therein on amounts in the Project Fund assuming that (a) the costs of the Project are drawn down in accordance with the schedules contained in *Exhibit B* attached hereto and made a part hereof, and (b) the Costs of Issuance will be drawn down during the three-month period after the date of the Closing. The foregoing assumptions represent the best estimate of the Issuer, as of this date,

of the draw down schedules of and investment earnings on the Sale Proceeds and investment earnings thereon.

Section 2.3. Reimbursement. Except for Reimbursed Expenditures, as identified on *Exhibit A* attached hereto and made a part hereof, none of the Sale Proceeds or investment earnings thereon will be issued to reimburse the Issuer for an expenditure paid prior to the date of the Closing.

The Issuer is making the Reimbursement Allocation to allocate a portion of the Sale Proceeds to the Reimbursed Expenditures incurred in connection with acquiring and constructing the Project, and will, after such Reimbursement Allocation, treat such proceeds as being spent. In support of the Reimbursement Allocation, the Issuer hereby represents as follows:

(a) Except as described in subsection (f) below, the Issuer declared an official intent to reimburse such expenditures not later than sixty (60) days after the date such expenditures were paid. At the time the official intent described above was declared, the Issuer reasonably expected to reimburse the non-Preliminary Expenditures related thereto with the proceeds of a future borrowing. A copy of the declaration of such intent appears as *Exhibit H* attached to and made a part of this Tax Agreement. With respect to expenditures paid within the sixty (60) day period ending on this date and with respect to which no declaration of intent was previously made, the Issuer hereby declares its intent to reimburse such expenditures as identified in *Exhibit A* attached hereto and made a part hereof and in the description of the Project contained in this Tax Agreement. The Issuer hereby allocates Sale Proceeds in the amount indicated on *Exhibit A* attached hereto and made a part hereof to reimburse the Reimbursed Expenditures.

(b) Except as described in subsection (f) below, the Closing is within eighteen (18) months after the later of (i) the first date on which a Reimbursed Expenditure was paid, or (ii) the first date on which the property relating to a Reimbursed Expenditure was Placed-in-Service or abandoned, but in no event more than three (3) years after the first date on which a Reimbursed Expenditure was paid.

(c) All Reimbursed Expenditures represent Capital Expenditures or Costs of Issuance.

(d) The Issuer acknowledges that if within one (1) year after the date of the Closing the Issuer deposits any money or other property into any fund or account (other than amounts deposited into a *bona fide* debt service fund) to pay the principal of or the interest on the Bonds or any other tax-exempt obligations in an amount corresponding to Gross Proceeds used to reimburse a Reimbursed Expenditure (unless such money or other property constitutes proceeds of a borrowing by the Issuer), it may adversely affect the tax-exempt status of the interest on the Bonds. The Issuer further acknowledges that in the Ordinance, it has covenanted not to take any action that would cause the interest on the Bonds to become includible in the gross income of the owners thereof for federal income tax purposes.

(e) No Reimbursement Allocation will employ any action that results in the Issuer issuing more Bonds, issuing Bonds earlier or allowing Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds, based upon all of the facts and circumstances.

(f) The restrictions in subsections (a) and (b) above do not apply to (i) an amount of Preliminary Expenditures that does not exceed twenty percent (20%) of the Sale Proceeds being used to finance the portion of the Project with respect to which the Preliminary Expenditures were incurred, (ii) Costs of Issuance, or (iii) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the Sale Proceeds.

(g) None of the Reimbursed Expenditures have been previously paid with proceeds of debt.

Section 2.4. Working Capital. All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to finance Capital Expenditures, other than amounts spent for the following:

(a) an amount not to exceed five percent (5%) of the Sale Proceeds for working capital expenditures directly related to Capital Expenditures financed by the Bonds;

(b) payments of interest on the Bonds for a period commencing on the date of the Closing and ending on the later of the date three (3) years after the date of the Closing or one (1) year after the date on which the Project is Placed-in-Service;

(c) Costs of Issuance and Qualified Administrative Costs of Investments;

(d) payments of rebate or Yield Reduction Payments made to the United States of America under the Regulations;

(e) principal of or interest on the Bonds paid from unexpected excess Sale Proceeds and investment earnings thereon; and

(f) fees for a qualified guarantee within the meaning of Treasury Regulation Section 1.148-4(f).

Section 2.5. Consequences of Contrary Expenditure. The Issuer acknowledges that if Sale Proceeds and investment earnings thereon are spent for non-Capital Expenditures, other than as permitted by Section 2.4 hereof, a like amount of then available funds of the Issuer will be treated as unspent Sale Proceeds.

Section 2.6. Investment of Bond Proceeds. Not more than fifty percent (50%) of the Sale Proceeds and investment earnings thereon are or will be invested in investments (other than Qualified Tax Exempt Obligations) having a Yield that is substantially guaranteed for four (4) years or more. No portion of the Bonds is being issued solely for the purpose of investing a

portion of the Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Bonds.

Section 2.7. No Grants. None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

Section 2.8. Hedges. Neither the Issuer nor any member of the same Controlled Group as the Issuer has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bonds. The Issuer acknowledges that any such hedge could affect, among other things, the calculation of Bond Yield under the Regulations. The Internal Revenue Service could recalculate Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

The Issuer also acknowledges that if it acquires a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Bonds, and be subject to the fair market purchase price rules, rebate and yield restrictions. The Issuer agrees not to use the proceeds of the Bonds to pay for any such hedging contract in whole or in part. The Issuer also agrees that it will not give any assurances to the owner of any Bond or any credit or liquidity enhancer with respect to the Bonds that any such hedging contract will be entered into or maintained. The Issuer recognizes that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

Section 2.9. Internal Revenue Service Audits. The Issuer represents that the Internal Revenue Service has not contacted the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best of the knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

ARTICLE III

USE OF PROCEEDS; DESCRIPTION OF FUNDS

Section 3.1. Use of Proceeds. (a) *Exhibit A* attached hereto and made a part hereof describes the use of the Sale Proceeds and investment earnings thereon and the funds held under the Ordinance on the date of the Closing. No Sale Proceeds will be used to prepay for services or goods to be received over a period of years prior to the date such services or goods are to be received. No Sale Proceeds or any investment earnings thereon will be used to pay for or otherwise acquire goods or services from an Affiliated Person.

(b) As shown on *Exhibit A* attached hereto and made a part hereof, only the following funds and accounts will be funded on the date of the Closing: the Project Fund and the Bond Fund. There are no other funds or accounts created under the Ordinance, other than the Rebate Fund if it is created as provided for in Section 4.2 of this Tax Agreement.

(c) Principal of and interest on the Bonds will be paid from the Bond Fund.

(d) Costs of Issuance incurred in connection with the issuance of the Bonds will be paid from the Project Fund. Any moneys remaining in the Project Fund after the payment of all Costs of Issuance shall be retained therein to pay the costs of the Project within six (6) months of the date of the Closing.

(e) The costs of the Project will be paid from the Project Fund, and no other moneys (except for investment earnings on amounts in the Project Fund) are expected to be deposited in the Project Fund.

Section 3.2. Purpose of Bond Fund. The Bond Fund will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Bonds in each bond year. It is expected that the Bond Fund will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Bond Fund for the immediately preceding bond year, or (b) 1/12th of the principal and interest payments on the Bonds for the immediately preceding bond year.

Section 3.3. No Other Gross Proceeds. (a) Except as identified on *Exhibit I* attached hereto and made a part hereof, after the issuance of the Bonds, neither the Issuer nor any member of the same Controlled Group as the Issuer has or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Bonds (other than the Rebate Fund);

(iii) amounts that have a sufficiently direct nexus to the Bonds or to the governmental purpose of the Bonds to conclude that the amounts would have been used for that governmental purpose if the Bonds were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(iv) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay the principal of or interest on the Bonds or any other amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay the principal of or interest on the Bond or any credit enhancement or liquidity device with respect to the Bonds, even if the Issuer encounters financial difficulties;

(v) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the owners of the Bonds or any credit enhancement provider, including any liquidity device or negative pledge

(e.g., any amount pledged to pay the principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of owners of the Bonds or a guarantor of the Bonds); or

(vi) amounts actually or constructively received from the investment and reinvestment of the amounts described in clause (i) or clause (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Bonds or any credit enhancement or liquidity device related to the Bonds.

(c) The term of the Bonds is not longer than is reasonably necessary for the governmental purposes of the Bonds. The average reasonably expected economic life of the Project is at least 34.473684 years. The weighted average maturity of the Bonds does not exceed 120 percent of the average reasonably expected economic life of the Project as set forth on *Exhibit J* attached to and made a part of this Tax Agreement.

ARTICLE IV

ARBITRAGE REBATE; RECORD KEEPING; INVESTMENT DIRECTION

Section 4.1. Compliance with Rebate Provisions. The Issuer covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Bonds. The Issuer will make, or cause to be made, rebate payments with respect to the Bonds in accordance with law. Bond Counsel has provided a memorandum attached hereto as *Exhibit D* concerning the principles set forth in the Regulations regarding rebate.

Section 4.2. Rebate Fund. The Issuer is authorized by the Ordinance to create and establish a special fund to be known as the Rebate Fund, which, if created, shall be continuously held, invested, expended and accounted for in accordance with the Ordinance and this Tax Agreement. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Bonds. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States of America as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Tax Agreement.

Section 4.3. Records. The Issuer agrees to keep and retain or cause to be kept and retained until three (3) years after the Bonds are paid in full adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include:

- (a) purchase price;
- (b) purchase date;

- (c) type of investment;
- (d) accrued interest paid;
- (e) interest rate;
- (f) principal amount;
- (g) maturity date;
- (h) interest payment date;
- (i) date of liquidation; and
- (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is retained after the date the last Bond is retired, the records required to be kept shall include the fair market value of such investment on the date the last Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

Section 4.4. Fair Market Value; Certificates of Deposit and Investment Agreements. The Issuer will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Tax Agreement and the Ordinance. The Issuer shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments, other than obligations of the United States of America purchased directly from the United States of America. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in guaranteed investment contracts (“GICs”) shall be invested only in accordance with the following provisions:

- (a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States of America, and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably

comparable certificates of deposit offered to the public, or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if:

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three (3) of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three (3) of the entities that submit a bid do not have a financial interest in the Bonds;

(vii) at least one (1) of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer or any other person (whether or not in connection with the Bonds) and that the bid is not being submitted solely as a courtesy to the Issuer or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the Issuer will retain the following records with its bond documents until three (3) years after the Bonds are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under paragraph (b)(xi) of this Section;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States of America shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a *bona fide*, arm's-length transaction. Except for investments specifically described in this section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States of America or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the Issuer. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this Section 4.4.

A single investment, or multiple investments awarded to a provider based on a single bid may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this Section 4.4 satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this Section 4.4 are contained herein for the protection of the Issuer, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Bonds. The Issuer will contact Bond Counsel if it does not wish to comply with the provisions of this Section 4.4 and forego the protection provided by the safe harbors provided in this Tax Agreement. Modifications to this Tax Agreement can be made in accordance with Section 7.7 of this Tax Agreement.

Section 4.5. Arbitrage Elections. Attached hereto as *Exhibit F* is a schedule of elections regarding certain matters with respect to arbitrage executed by the Issuer on the date of this Tax Agreement. The elections made by the Issuer on *Exhibit F* are incorporated by reference as if made in this Tax Agreement.

ARTICLE V

YIELD AND INVESTMENT LIMITATIONS

Section 5.1. Issue Price. The Purchaser has certified, *inter alia*, in the Certificate of the Purchaser set forth as or referenced in *Exhibit C* attached hereto and made a part hereof, that the first offering price at which it reasonably expected to sell at least ten percent (10%) of each maturity of the Bonds is as shown on Appendix A to the Certificate of the Purchaser.

Section 5.2. Yield Limits. (a) Except as provided in paragraph (b) or paragraph (c), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Bonds plus, if only amounts in the Project Fund are subject to this yield limitation, 1/8th of one percent.

The following may be invested without Yield restriction:

(b)

(i) amounts on deposit in the Bond Fund (except for capitalized interest) that have not been on deposit under the Ordinance for more than thirteen (13) months, so long as the Bond Fund continues to qualify as a *bona fide* debt service fund as described in Section 3.2 hereof;

(ii) amounts on deposit in the Project Fund that are reasonably expected to pay for the costs of the Project, Costs of Issuance of the Bonds or interest on the Bonds during the three (3) year period beginning on the date of issuance of the Bonds prior to three (3) years after the date of the Closing;

(iii) amounts in the Project Fund prior to the earlier of three (3) years after the date of the Closing or the payment of all expenses to be paid from the Project Fund;

(iv) amounts in the Project Fund or the Bond Fund to be used to pay capitalized interest on the Bonds prior to the earlier of three (3) years after the date of the Closing or the payment of all capitalized interest;

(c)

(i) an amount not to exceed the lesser of \$100,000 or five percent (5%) of the Sale Proceeds;

(ii) amounts invested in Qualified Tax Exempt Obligations (to the extent permitted by law and the Ordinance);

(iii) amounts in the Rebate Fund;

(iv) all amounts other than Sale Proceeds for the first thirty (30) days after they become Gross Proceeds; and

(v) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one (1) year from the date received.

Section 5.3. Continuing Nature of Yield Limits. Except as provided in Section 7.6 hereof, once moneys are subject to the Yield limits of Section 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

Section 5.4. Federal Guarantees. Except for investments meeting the requirements of Sections 5.2(b) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America [except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips)]; or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). Except as otherwise permitted in this Section and the Regulations, no portion of the payment of the principal of or the interest on the Bonds or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States of America (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States of America or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States of America (or any agency or instrumentality thereof). Neither this Section nor Section 5.5 hereof applies to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Section 5.5. Investments After the Expiration of Temporary Periods, Etc. After the expiration of the temporary period set forth in Section 5.2(b)(iv) hereof, amounts in the Project Fund may not be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code), or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America [except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips)]. Any other amounts that are subject to the yield limitation in Section 5.2(a) hereof because Section 5.2(b) hereof is not applicable and amounts not subject to yield restriction only because they are described in Section 5.2(c) hereof are also subject to the limitation set forth in the preceding sentence.

ARTICLE VI

PRIVATE ACTIVITY BOND REPRESENTATIONS; FORM 8038-G; BANK QUALIFICATION

Section 6.1. Payment and Use Tests. (a) No more than five percent (5%) of the Sale Proceeds, plus investment earnings thereon, will be used, directly or indirectly, in whole or in part, in any Private Business Use. The Issuer acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay Costs of Issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(b) The payment of more than five percent (5%) of the principal of or the interest on the Bonds will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use, or (B) payments in respect of such property, or (ii) on a present value basis, derived from payments (whether or not to the Issuer or a member of the same Controlled Group as the Issuer) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of five percent (5%) of the sum of Sale Proceeds of the Bonds and investment earnings thereon or \$5,000,000 will be used, directly or indirectly, to make or finance loans to any persons. The Issuer acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(d) No user of the Project other than a state or local governmental unit will use more than five percent (5%) of the Project, in the aggregate, on any basis other than the same basis as the general public.

Section 6.2. I.R.S. Form 8038-G. The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, set forth as or referenced in *Exhibit G*

attached hereto and made a part hereof is true and complete. The Issuer will file Form 8038-G (and all other required information reporting forms) in a timely manner.

Section 6.3. Bank Qualification. (a) The Issuer hereby designates the Bonds as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Issuer hereby certifies that (i) the Bonds will not be at any time “private activity bonds” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code), (ii) as of the date hereof in calendar year 2012, the Issuer has not issued any tax-exempt obligations of any kind other than the Bonds nor have any tax-exempt obligations of any kind been issued on behalf of the Issuer, and (iii) not more than \$10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the Issuer during calendar year 2012 will be designated for purposes of Section 265(b)(3) of the Code.

(b) The Issuer is not subject to Control by any entity, and there are no entities subject to Control by the Issuer.

(c) On the date hereof, the Issuer does not reasonably anticipate that for calendar year 2012 it will issue any Section 265 Tax-Exempt Obligations (other than the Bonds), or that any Section 265 Tax-Exempt Obligations will be issued on behalf of it. “*Section 265 Tax-Exempt Obligations*” are obligations the interest on which is excludible from gross income of the owners thereof under Section 103 of the Code, *except for* private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The Issuer will not issue or permit the issuance on behalf of it or by any entity subject to Control by the Issuer (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations (including the Bonds) that exceed the aggregate amount of \$10,000,000 during calendar year 2012, unless it first obtains an opinion of Bond Counsel to the effect that such issuance does not adversely affect the treatment of the Contract as “qualified tax-exempt obligation” for the purpose and within the meaning of Section 265(b)(3) of the Code.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Termination; Interest of Issuer in Rebate Fund. This Tax Agreement shall terminate at the later of (a) seventy-five (75) days after the Bonds have been fully paid and retired, or (b) the date on which all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States of America and any other payments required to satisfy the Rebate Provisions of the Code have been made to the United States of America. Notwithstanding the foregoing, the provisions of Section 4.3 hereof shall not terminate until the third anniversary of the date the Bonds are fully paid and retired.

Section 7.2. No Common Plan of Financing. Since October 25, 2012, neither the Issuer nor any member of the same Controlled Group as the Issuer has sold or delivered any tax-exempt obligations, other than the Bonds, that are reasonably expected to be paid out of substantially the same source of funds as the Bonds. Neither the Issuer nor any member of the same Controlled

Group as the Issuer will sell or deliver within fifteen (15) days after the date hereof any obligations, other than the Bonds, that are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

Section 7.3. No Sale of the Project. (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the Issuer of the property (determined on the date of issuance of the Bonds), or (ii) the last maturity date of the Bonds. The Issuer may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the Issuer of the property (determined on the date of issuance of the Bonds), or (ii) the last maturity of the Bonds; *provided:* (A) the weighted average maturity of the Bonds financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the Issuer reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than twenty-five percent (25%) of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the Issuer deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues, and the Issuer reasonably expects to spend the amounts on governmental programs within six (6) months from the date of the commingling.

(b) The Issuer acknowledges that if Bond-financed property is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent the Bonds from becoming private activity bonds. The Issuer shall promptly contact Bond Counsel if a sale or other disposition of Bond-financed property is considered by the Issuer.

Section 7.4. Purchase of Bonds by Issuer. The Issuer will not purchase any of the Bonds except to cancel such Bonds.

Section 7.5. First Call Date Limitation. The period between the date of the Closing and the first call date of the Bonds is not more than 10-1/2 years.

Section 7.6. Registered Form. The Issuer recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that the interest thereon be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 7.7. First Amendment. The Issuer acknowledges and agrees that it will not use, or allow the Project to be used, in a manner that is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

Section 7.8. Future Events. The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate

requirements from those set forth in this Tax Agreement (and in the memorandum of Bond Counsel attached hereto as *Exhibit D*). The Issuer shall promptly contact Bond Counsel if such changes do occur.

Section 7.9. Permitted Changes; Opinion of Bond Counsel. The Yield restrictions contained in Section 5.2 hereof or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Bonds is otherwise entitled and the Issuer receives an opinion of Bond Counsel to such effect.

Section 7.10. Records. The Issuer will maintain sufficient records to demonstrate compliance with all covenants set forth in this Tax Agreement to support the continued exclusion of the interest paid on the Bonds from federal income taxation and to show that all tax returns related to the Bonds submitted or required to be submitted to the Internal Revenue Service are correct and timely filed. Such records shall include but are not limited to: basic records relating to the Bond transaction (including this Tax Agreement, the Ordinance and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property; and documentation pertaining to any investment of Bond proceeds (including the information required under Section 4.3 and Section 4.4 hereof and in particular information related to the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments if any, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for at least as long as the Bonds are outstanding, plus the period ending three (3) years after the latest of the final payment date of the Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Bonds or for such longer period as may be required by this Tax Agreement.

Section 7.11. Severability. If any clause, provision or section of this Tax Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, sections or provisions of this Tax Agreement.

Section 7.12. Successors and Assigns. The terms, provisions, covenants and conditions of this Tax Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer.

Section 7.13. Headings. The headings of this Tax Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Tax Agreement.

Section 7.14. Governing Law. This Tax Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 7.15. Expectations. The Issuer (including the undersigned officers) has reviewed the facts, estimates and circumstances presented by the Issuer and other persons in existence on the date of issuance of the Bonds. Such facts, estimates and circumstances, together with the expectations of the Issuer as to future events, are set forth in summary form in this Tax Agreement. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein, the Issuer has adopted the expectations contained in this Tax Agreement. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Bonds to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

DATED: December 4, 2012

CITY OF PEKIN, TAZEWELL AND PEORIA
COUNTIES, ILLINOIS

By _____
City Treasurer

EXHIBIT A

ESTIMATED SOURCES AND USES OF FUNDS*

SOURCES:

Sale Proceeds of Bonds	\$2,043,159.75
Estimated Investment Earnings (5.00% rate)	<u> </u>
TOTAL	<u>\$88,052,506.36</u>

USES:

Project Costs	\$
Reimbursed Expenditures	
Capitalized Interest	
Costs of Issuance	22,000.00
Underwriter's Discount	<u>17,190.00</u>
TOTAL	\$ <u> </u>

* Accrued interest is excluded.

EXHIBIT B

DRAWDOWN SCHEDULE OF BOND PROCEEDS

DATE	AMOUNT
At Closing	

EXHIBIT C

CERTIFICATE OF PURCHASER

The undersigned is an officer of Bernardi Securities, Inc. (the “*Purchaser*”), and as such officer I hereby certify as follows:

1. The City of Pekin, Tazewell and Peoria Counties, Illinois (the “*Issuer*”) has awarded the sale of its General Obligation Bonds, Series 2012 (the “*Bonds*”) to the Purchaser, pursuant to an ordinance duly adopted by the City Council of the Issuer on October 22, 2012 (the “*Sale Date*”). Such award has not been modified since its execution on the Sale Date.

2. The Purchaser hereby confirms that the first price at which at least ten percent (10%) of the principal amount of each maturity of the Bonds has been sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) is equal to the prices as shown on the attached Appendix A. In addition, accrued interest in the total amount of \$-0- will be paid by the investors purchasing the Bonds.

3. All of the Bonds have been the subject of a *bona fide* initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at prices equal to those referred to in paragraph 2 above. Based upon our assessment of then prevailing market conditions, such prices are not less than the fair market value of each Bond as of the Sale Date.

4. The Purchaser hereby confirms that the weighted average maturity of the Bonds is not greater than ____ years.

All terms not defined herein shall have the same meanings as in the Tax Exemption Certificate and Agreement with respect to the Bonds, to which this Certificate is attached.

Dated: December 4, 2012

Very truly yours,

BERNARDI SECURITIES, INC.

By _____
Its _____

**APPENDIX A
TO CERTIFICATE OF PURCHASER**

Re: City of Pekin, Tazewell and Peoria Counties, Illinois
\$1,975,000 General Obligation Bonds, Series 2012

The Bonds are dated the date hereof, and are due on August 1 of the years, in the principal amounts, bearing interest at the rates, and first offered to the public as described in the attached Certificate of Purchaser at the prices, in percentages and dollars, as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT (\$)</u>	<u>INTEREST RATE (%)</u>	<u>OFFERING PRICE (%)</u>	<u>OFFERING PRICE (\$)</u>
2013	275,000	2.00	101.017	277,796.75
2014	290,000	2.00	102.306	296,687.40
2015	295,000	2.00	103.283	304,684.85
2016	300,000	2.00	103.949	311,847.00
2017	305,000	2.00	104.539	318,843.95
2018	315,000	2.00	104.642	329,622.30
2019	<u>195,000</u>	2.00	104.450	<u>203,677.50</u>
Total	<u>1,975,000</u>			<u>2,043,159.75</u>

MEMORANDUM

EXHIBIT D

TO: City of Pekin, Tazewell and Peoria Counties, Illinois

DATE: December 4, 2012

Re: City of Pekin, Tazewell and Peoria Counties, Illinois
\$1,975,000 General Obligation Bonds,
Series 2012

We have acted as Bond Counsel in connection with the issuance on this date of the obligations described above (the “*Bonds*”). In a Tax Exemption Certificate and Agreement delivered by you on this date (the “*Tax Agreement*”), you have agreed to comply with the arbitrage rebate requirements of Section 148 of the Internal Revenue Code of 1986, as amended. The purpose of this memorandum is to set out generally the rules that you must follow to comply with the Tax Agreement. This letter does not describe how to compute the amount to be rebated to the United States of America, and due to the complexity involved, the computation will, in all likelihood, require consultation with an expert. Terms not defined herein shall have the meanings set forth in the Tax Agreement.

The Internal Revenue Service has issued regulations relating to arbitrage and rebate matters. This memorandum is based upon these regulations, which are subject to change in the future. Such changes may require future recalculation of rebate amounts. For these reasons, it is very important for you and your tax advisors to keep abreast of developments in this area.

The following advice is based on factual information contained in the Tax Agreement. If the facts or expectations stated therein change, please call us to determine whether this results in a change in the following rules. Please note that the rules governing permissible Yield on investments set forth in the Tax Agreement are in addition to the rebate rules and, although you might be allowed to earn a Yield in excess of Bond Yield under the Yield rules, such excess may still be required to be rebated. In some cases, the payment of rebate may assist in compliance with the Yield restriction requirements. Thus, rebate compliance and Yield restriction compliance may operate together rather than independently. In any case, rebate compliance is essential to the maintenance of tax exemption even if no amounts are subject to Yield restriction.

General Rule. Except in the case of certain exceptions and elections as summarized below, every five (5) years and at the final retirement of all of the Bonds you must compute and pay (as described below) to the United States of America the difference (the “*Excess Earnings*”) between the amount earned on all investments and reinvestments of “gross proceeds” (as listed on *Exhibit I* attached to and made part of the Tax Agreement) of the Bonds (“*Actual Earnings*”) and the amount that would have been earned if gross proceeds of the Bonds had been invested at Bond Yield (the “*Allowable Earnings*”). Earnings to be taken into account are *not* determined under normal tax accounting principles. In addition to taking into account earnings received

(either actually or constructively), receipts with respect to investments that have not been liquidated are computed by assuming that such investments are, in essence, converted to cash as of each computation date (as such dates are described below). The “cash value” of investments determined in this manner is subject to many special rules. Under many circumstances, the “market value” of an investment may be used. The application of these rules is complex, and requires a comprehensive understanding of the rebate regulations.

To properly plan for the eventual payment of rebate to the United States of America, we suggest that you make annual calculations estimating rebate liability. The Tax Agreement establishes a “rebate fund” into which you may also wish to deposit annual estimates of rebate liability so that the payment to the United States of America may be made from amounts set aside. Federal tax law does *not*, however, require such set asides. In any event, we strongly encourage you to make an annual estimate of the rebate liability. The calculations can be lengthy and often produce surprising results. Experience in operating our rebate calculation service indicates that the calculation is far more difficult as the period of time for which the calculation is being performed increases.

Phantom Income. With certain exceptions, amounts paid for administrative costs are not treated as increasing earnings for purposes of rebate calculations. Administrative costs that do not increase earnings are reasonable, direct administrative costs, other than carrying costs, and generally include brokerage commissions for the purchase of investment agreements (but only to the extent that the commission does not exceed the lesser of a reasonable amount or the present value of annual payments equal to 0.05 percent of the weighted average amount reasonably expected to be invested each year of the term of the investment agreement) and separately stated brokerage or selling commissions, but not legal and accounting fees, record keeping, custody, and similar costs and expenses.

Computation Dates. Each calculation of Excess Earnings should be made as of a “Computation Date.” The Computation Date should be the same date in each calendar year (except that the final Computation Date should be the date on which all of the Bonds are actually retired). As indicated above, a Computation Date is required at least every five (5) years. The first Computation Date must be on or before the fifth anniversary of the issuance of the Bonds. Each Computation Date, other than the final Computation Date, is the end of a bond year. A bond year ends on any date within one (1) year of the issuance of the Bonds that you choose. If you do not choose an ending date for a bond year, it will be the anniversary date of the issuance of the Bonds.

Excess Earnings on a fixed Yield issue are determined by comparing Actual Earnings as of a Computation Date with Allowable Earnings as of the same date. Allowable Earnings are based on the Bond Yield as of such Computation Date. Bond Yield may change, but for reasons described below under “Bond Yield” it is unlikely to change over the life of the Bonds. If Bond Yield decreases as of a particular Computation Date, rebate (or additional rebate) may be due with respect to investments that have previously matured and the proceeds thereof spent.

Except as provided below, on a variable Yield issue, Excess Earnings are computed for the period of time between Computation Dates (or from the date of issue of the Bonds in the case

of the first Computation Date) by calculating Allowable Earnings based on Bond Yield for that period of time and comparing it with Actual Earnings for the same period. Once calculated for each such period, rebate for that period cannot change—*i.e.*, a snapshot for that period is taken and it never changes. Prior to the first date on which a rebate payment is required, you may choose to treat the end of any bond year as a computation date for purposes of the snapshot approach.

Bond Yield. For fixed Yield issues, generally Bond Yield is calculated based upon expected payments of principal of and interest on the Bonds (including amounts treated as interest). Bond Yield on a fixed Yield issue is generally not required to be recalculated after the date of issuance except under certain limited circumstances. Generally, recomputation is required upon changes in hedging transactions (*e.g.*, purchase or termination of a swap or cap agreement associated with the Bonds) or the transfer of rights associated with the Bonds (*e.g.*, sale of a call option). The actual rules for computing Bond Yield are quite complex, and if Bond Yield must be calculated or recalculated, an expert should be consulted.

Gross Proceeds. Based upon the facts and expectations presented in the Tax Agreement, the gross proceeds of the Bonds are all moneys and investments in the funds and accounts (regardless of where held) listed on *Exhibit I* attached to and made a part of the Tax Agreement. If, contrary to the expectations described in the Tax Agreement, moneys or investments are pledged or otherwise set aside for payment of principal of or interest on the Bonds, such amounts may also constitute gross proceeds.

Universal Cap. Gross proceeds will cease to be allocated to the Bonds (and will therefore be treated as if spent) to the extent that the amount of gross proceeds exceeds the outstanding amount of the Bonds (the “*Universal Cap*”). Although special rules are applicable in the case of discount bonds, the outstanding amount of bonds is roughly equal to the outstanding principal amount. Generally, but not always, the market value of investments is used to test the amount of gross proceeds. The Universal Cap may cause allocations on the second anniversary of the issue date and as of the first day of each bond year thereafter.

Commingled Funds. Funds allocated to two (2) or more issues, or containing amounts that are not gross proceeds of the Bonds and amounts that are gross proceeds of the Bonds (including, for example, parity reserve funds) in which amounts are invested collectively without regard to source of funds must be treated as commingled funds. Investment earnings on commingled funds must be allocated to the gross proceeds of the Bonds according to a consistently applied reasonable allocation method. Such method, for example, may be based on average daily balances. Investments in commingled funds must be valued annually to properly allocate unrealized gain or loss to the gross proceeds of the Bonds. This mark to market requirement will not apply if the weighted average maturity of all investments held in the commingled fund during a particular fiscal year does not exceed eighteen (18) months, and does not apply to commingled debt service and debt service reserve funds.

Bona Fide Debt Service Fund Exception to the General Rule. Based upon the information in the Tax Agreement, the Bond Fund is a *bona fide* debt service fund. To the extent

that the Bond Fund ceases to be a “*bona fide* debt service fund” as described in Section 3.2 of the Tax Agreement, some Bond Fund moneys may be subject to the rebate requirement.

Six-Month Exception to the General Rule. If all Gross Proceeds of the Bonds (including earnings thereon) are spent within six (6) months of the date the Bonds are issued, other than amounts deposited in a reasonably required reserve fund or a *bona fide* debt service fund, no rebate is required except as described below in the case of an issue secured by a reasonably required reserve fund or in the case of unexpected gross proceeds arising after the date of Closing. If all proceeds (including earnings thereon) required to be spent are so spent within this six-month period, except for five percent (5%) of the Bond proceeds, and you spend the five percent (5%) (plus earnings thereon), within one (1) year from the Closing, no rebate is required except as described below in the case of an issue secured by a reasonably required reserve fund. If the issue is secured by a reasonably required reserve fund, rebate is required on the reserve fund from the date the Bonds are issued, but not on the other funds. To qualify for the six-month exception, there must be no other amounts that are treated as Gross Proceeds of the Bonds, other than a reasonably required reserve or replacement fund or a *bona fide* debt service fund. Even if you qualify for this exception, you may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date.

Eighteen-Month Exception to the General Rule. If all gross proceeds of the Bonds, other than those in a reasonably required reserve or replacement fund or a *bona fide* debt service fund, are expended in accordance with the spend-down requirements set forth below, then rebate will only be required with respect to a reasonably required reserve or replacement fund or unexpected gross proceeds arising after the date of Closing, if any.

PERIOD	SPEND-DOWN REQUIREMENT
6 months	15%
12 months	60%
18 months	100%
	(except for reasonable retainages up to 5%)
30 months	all reasonable retainages must be spent

To test these percentages for the six-month and 12-month periods, earnings reasonably expected at closing are used to calculate the total to which the percentages are applied. Actual earnings are used for the 18-month period test. If you exercise due diligence to complete the financed project and an amount not exceeding the lesser of three percent (3%) of the issue price of the Bonds or \$250,000 remains unspent as of the end of the 18th month, you will be treated as satisfying the final expenditure requirement. If the issue is secured by a reasonably required reserve fund, rebate is required on the reserve fund from the date the Bonds are issued, but not on the other funds. To qualify for the 18-month exception, there must be no other amounts that are treated as Gross Proceeds of the Bonds, other than a reasonably required reserve or replacement fund or a *bona fide* debt service fund. Even if you qualify for this exception, you may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date.

Two-Year Construction Expenditure Exception to the General Rule. Rebate can also be avoided in the case of an issue (or, if an appropriate election is made at Closing, the portion of an issue) 75% of the “available construction proceeds” of which are expected to be used for construction expenditures (with respect to property that is owned by a governmental unit or a 501(c)(3) organization) and the proceeds of which are spent in accordance with the spend-down requirements set forth below, except as described below. In general, amounts in a reasonably required reserve fund are subject to rebate as of the earlier of substantial completion of construction or the date two (2) years from the date of issuance of the Bonds. Please see our memorandum concerning elections.

PERIOD	SPEND-DOWN REQUIREMENT
6 months	10%
12 months	45%
18 months	75%
24 months	100%
	(except for reasonable retainages up to 5%)
36 months	all reasonable retainages must be spent

In addition, if you exercise due diligence to complete the Project, an amount not exceeding the lesser of three percent (3%) of the issue price of the issue or \$250,000 may be disregarded in testing compliance with the 24-month spend-down requirement if the reasonable retainage is not used, or the 36-month spend-down requirement if the reasonable retainage is used.

Gross proceeds used to pay costs of issuance are not available construction proceeds and expenditures for costs of issuance do not count towards meeting the spending requirements. If, however, the requirements are met, and all costs of issuance are paid within two (2) years, no rebate is required on amounts used to pay such costs.

Available construction proceeds include earnings on other available construction proceeds. For the first three (3) periods you must use reasonable expectations regarding future investment earnings in calculating such expenditure requirements. You may have elected to use actual facts rather than reasonable expectations as to future earnings.

You may have elected to base the 75% construction rule on actual facts rather than reasonable expectations as of the date of issuance. If so, actual lesser use for construction will prevent use of this exception.

Even if you qualify for this exception, you may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date.

Qualified Tax-Exempt Obligation Exception to the General Rule. To the extent that any gross proceeds are invested in Qualified Tax Exempt Obligations (as defined in Article I of the Tax Agreement, generally not including as Qualified Tax-Exempt Obligations those obligations subject to the individual alternative minimum tax), the earnings thereon would not be considered

when calculating Excess Earnings. To the extent that 100% of gross proceeds are continually invested in Qualified Tax Exempt Obligations, there would be no rebate requirement.

Investment of Rebate Fund and Other Funds. Investments of moneys in the Rebate Fund and any other fund must be made in arm's-length transactions in a manner that does not reduce the amount to be rebated to the United States of America. Investment decisions (other than the decision to invest in Qualified Tax Exempt Obligations to avoid rebate) must be made on the basis of normal investment criteria of safety, Yield, and when the money will be needed. All interest rates and Yields must be market rates and Yields. Money must not be allowed to remain uninvested, except for small amounts or for short periods of time, as provided in Section 4.4 of the Tax Agreement. Specific rules exist for certificates of deposit and investment agreements (including repurchase agreements) as set forth in Section 4.4 of the Tax Agreement.

Rebate Payments. Within sixty (60) days after the Computation Date that is the end of the fifth bond year and every fifth bond year thereafter, at least 90% of the Excess Earnings and all earnings on the Excess Earnings (net of an appropriate credit depending on whether unexpended gross proceeds continue to exist) must be paid to the United States of America. Within sixty (60) days of final payment of all principal of and interest on the Bonds to the owners of the Bonds, all Excess Earnings and all earnings on the Excess Earnings (net of the credit) must be paid to the United States of America. All payments to the United States of America must be mailed to the address provided in the instructions to Form 8038-T or such other form specified by the Internal Revenue Service. Form 8038-T or such other form specified by the Internal Revenue Service must be signed by the Issuer.

Respectfully submitted,

EXHIBIT E

[RESERVED]

EXHIBIT F

SCHEDULE OF ELECTIONS

With regard to the Bonds, the Issuer hereby makes the elections indicated below with an “X”. Any election below that has not been marked with an “X” has *not* been made in this Schedule of Elections:

A. Election to Waive Temporary Periods or Reasonably Required Reserve or Replacement Fund

☐ The Issuer hereby waives under Treas. Reg. Section 1.148-2(h) or Treas. Reg. Section 1.148-9(g) its right to invest amounts in the following funds or accounts in higher yielding investments:

This waiver applies to any exceptions to Yield restriction that might otherwise apply to such amounts for a temporary period or as part of a reasonably required reserve fund. *This election is being made on or before the issue date of the Bonds.*

B. Waiver of Minor Portion

☐ The Issuer hereby waives under Treas. Reg. Section 1.148-2(h) or Treas. Reg. Section 1.148-9(g) described below its right to invest amounts in the funds or accounts described below in higher yielding investments as a result of any available minor portion.

This waiver may be made at any time.

C. Election to Treat Portions of the Issue Separately

☐ The Issuer hereby elects under Section 148(f)(4)(C)(v) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(j)(1) to treat a portion of the issue (the “Construction Portion”) with an issue price of \$_____ (which portion contains 100 percent of the Bonds to be used for construction expenditures, plus an amount for non-construction expenditures, not to exceed 25 percent of the entire Construction Portion, with respect to property owned by a governmental unit or a Section 501(c)(3) organization and the

entire remaining portion of the Bonds (other than any portion of the Bonds being used for refunding purposes) as separate issues for purposes of Section 148(f)(4)(C) of the Code and Treas. Reg. Section 1.148-7(e). The Issuer reasonably expects, as of this date, that the construction portion will finance all of the construction expenditures to be financed by the Bonds. *This election is being made on or before the issue date of the Bonds.*

D. Election to Rebate on Earnings on Reserve

☐ The Issuer hereby elects under Section 148(f)(4)(C)(vi)(IV) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(i)(2) to exclude from available construction proceeds earnings on the _____ (a reasonably required reserve or replacement fund) and apply the rebate requirements of Section 148(f)(2) of the Code to such earnings. *This election is being made on or before the issue date of the Bonds.*

E. Election-Out of Reasonable Expectations

☐ The Issuer hereby elects under Treas. Reg. Section 1.148-7(f)(2) to apply the provisions of Treas. Reg. Sections 1.148-7(e) through 1.148-7(m), relating to the two-year construction expenditure rule based on actual facts rather than based on the Issuer’s reasonable expenditures. *This election is being made on or before the issue date of the Bonds (except in the case of certain in pooled financings).*

F. Election to Pay Penalty Instead of Rebate (the “1.5 Percent Penalty”)

☐ The Issuer hereby irrevocably elects under Section 148(f)(4)(C)(vii) of the Internal Revenue Code of 1986, and Treas. Reg. Section 1.148-7(k) to pay a 1.5 Percent Penalty in lieu of rebate. *This election is being made on or before the issue date of the Bonds (except in the case of certain pooled financings).*

G. Election to Terminate 1.5 Percent Penalty After the End of the Initial Temporary Period

☐ Under Section 148(f)(4)(C)(viii) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(l)(1), the Issuer hereby irrevocably elects to terminate (and pay a three percent penalty in lieu thereof) the 1.5 Percent Penalty previously elected under Section 148(f)(4)(C)(vii) of the Code and Treas. Reg. Section 1.148-7(k). *This election is being made not later than 90 days after the earlier of the end of the initial temporary period or the date on which construction is substantially completed.*

H. Election to Terminate the 1.5 Percent Penalty Before the End of the Initial Temporary Period

☐ Under Section 148(f)(4)(C)(ix) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(l)(2), the Issuer hereby irrevocably elects to terminate (and pay the three percent penalty in lieu thereof) the 1.5 Percent Penalty previously elected under Section 148(f)(4)(C)(vii) of the Code and Treas. Reg. Section 1.148-7(k). The amount of

available construction proceeds that will not be spent for the governmental purposes of the issue is equal to \$_____. *This election is being made before the close of the initial temporary period and not later than 90 days after construction was substantially completed.*

I. Election to Treat Certain General Obligation Bonds as Part of the Same Issue

☐ The issuer hereby elects under Treas. Reg. Section 1.150-1(c)(4)(iii) to treat the following series of Bonds as part of the same issue:

All of the Bonds described above are general obligation bonds of the Issuer secured by the full faith and credit of the Issuer (or a substantially similar pledge) and were sold and issued on the same dates pursuant to a single offering document.

This election is being made on or before the issue date of the bonds.

J. Election to Treat Certain Bonds as Part of Separate Issues

☐ The issuer hereby allocates bonds to particular uses under Treas. Reg. Section 1.150-1(c)(3), so as to treat the following Bonds as part of separate issues for purposes of Sections 103, 141 through 150 of the Code, other than Sections 141, 144(a), 148, 149(d) and 149(g):

Purpose 1:

Description of Bonds:

Purpose 2:

Description of Bonds:

The aggregate proceeds, investments will be allocated between each of the separate issues, using a reasonable consistently applied allocation method, as follows:

Each of the separate issues finance a separate purpose, and the Bonds of each portion would have been tax exempt if sold as a separate issue. The aggregate proceeds, investments, and bonds have been allocated between each of the separate issues using a reasonable, consistently applied allocation method, which does not achieve more favorable results under sections 103 and 141 to 150 than could be achieved with actual separate issues. If any of the Bonds are refunding bonds, the allocations described above meet the rules of Treas. Reg. Section 1.148-9(h). *All allocations under this election have been made in writing on or before the issue date.*

All terms not defined herein shall have the same meaning as in the Tax Exemption Certificate and Agreement with respect to the Bonds, to which this exhibit is attached.

No Elections Made

EXHIBIT G
[FORM 8038-G]

EXHIBIT H

DECLARATION OF INTENT TO REIMBURSE

EXHIBIT I
GROSS PROCEEDS

Project Fund
Bond Fund

EXHIBIT J

**THIS PAGE OF THE WORKSHEET USES DOLLARS
(PAGE J-2 USES PERCENTAGES)
SIMPLIFIED ECONOMIC LIFE WORKSHEET¹**

Col. A <u>Asset</u>	Col. B <u>Original Cost</u>	Col. C <u>Economic Life</u>	Col. D <u>B x C</u>
0-5 years ²		0	
5-10 years ²		5	
10-15 years ²		10	
15-20 years ²		15	
Land Improvements ³		20	
New Buildings ⁴		40	
Land ⁵		30	
Storm Sewers		50	
TOTALS	<u>\$1,975,000</u>		\$_____

Maximum Average Maturity of Bonds is (Total of Col. D ÷ Total of Col. B) x 1.20, or _____ years.

¹ This worksheet makes various conservative assumptions for the sake of simplicity. If the average maturity of an issue is not supported by the answer derived from using this worksheet, please contact Chapman and Cutler LLP.

² These categories group equipment expenditures according to the expected economic life of the equipment being purchased. The life of an asset can be based on the issuer's actual experience with respect to such equipment or on a safe harbor set out in Rev. Proc. 87-56. Please contact Chapman and Cutler LLP if you have any questions regarding the life to assign to a particular asset. If an asset has already been placed in service, the grouping should be based on expected remaining economic life.

³ These improvements include only improvements directly to or added to land. These improvements do not include the land itself, nor buildings or structures thereon.

⁴ These facilities include only property that constitutes a new building (an existing building does not automatically receive a 40 year life—an existing building should be assigned a life equal to its expected economic life) or an integral part thereof, which integral part (i) is not removable without damage to such part and the building of which it is a part and (ii) is not to be used with respect to, or designed to permit or facilitate the operation of, any particular piece of equipment or non-real property.

⁵ Land is included only if more than 25 percent of the net proceeds of the issue are used to acquire land.

**THIS PAGE OF THE WORKSHEET USES PERCENTAGES
(PAGE J-1 USES DOLLARS)
SIMPLIFIED ECONOMIC LIFE WORKSHEET⁶**

Col. A	Col. B	Col. C	Col. D
<u>Asset</u>	Percentage of Property being <u>Financed</u>	<u>Economic Life</u>	<u>B x C</u>
10-20 years ⁷		10	
Land Improvements ⁸		20	
New Buildings ⁹		40	
Land ¹⁰		30	

TOTAL¹¹ _____

Maximum Average Maturity of Bonds is Total of Col. D x 1.20, or _____ years.

⁶ This worksheet makes various conservative assumptions for the sake of simplicity. If the average maturity of an issue is not supported by the answer derived from using this worksheet, please contact Chapman and Cutler LLP.

⁷ This category is for equipment expenditures with an expected economic life of 10 to 20 years. The life of an asset can be based on the issuer's actual experience with respect to such equipment or on a safe harbor set out in Rev. Proc. 87-56. Please contact Chapman and Cutler LLP if you have any questions regarding the life to assign to a particular asset. If an asset has already been placed in service, the expected remaining economic life should be used.

⁸ These improvements include only improvements directly to or added to land. These improvements do not include the land itself, nor buildings or structures thereon.

⁹ These facilities include only property that constitutes a new building (an existing building does not automatically receive a 40 year life—an existing building should be assigned a life equal to its expected economic life) or an integral part thereof, which integral part (i) is not removable without damage to such part and the building of which it is a part and (ii) is not to be used with respect to, or designed to permit or facilitate the operation of, any particular piece of equipment or non-real property.

¹⁰ Land is included only if more than 25 percent of the net proceeds of the issue are used to acquire land.

¹¹ **Note:** Percentages may add up to less than 100% because assets may have been omitted for lack of information or the assets have a life of less than 10 years.

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

BOND ORDER

To: The Mayor and the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois (the “*Issuer*”).

 Please be advised that responsive to the authority contained in an Ordinance duly adopted by the City Council of the Issuer (the “*Corporate Authorities*”) on October 22, 2012, and being entitled:

AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2012 of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed \$2,100,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

(the “*Bond Ordinance*”), a contract for the purchase of the General Obligation Bonds, Series 2012 of the Issuer (the “*Bonds*”) has been awarded by the undersigned Mayor, as the designated officer under the Bond Ordinance, to Bernardi Securities, Inc., at a price of \$2,025,969.75, plus accrued interest, if any, to the date of delivery of the bonds, and on such other terms described herein which the undersigned Mayor has heretofore deemed and hereby deems to be in the best interests of the Issuer. TERMS USED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE BONDS OR IN THE BOND ORDINANCE UNLESS OTHERWISE DEFINED IN THIS BOND ORDER.

 The final terms of the Bonds shall remain the same as set forth in the Bond Ordinance, except as provided in this Bond Order. The Bonds shall be issued in the aggregate principal amount of \$1,975,000, shall be dated the date of issuance thereof, shall mature on August 1 of the years and in the principal amounts, and shall bear interest at the rates per annum, payable on the first day of February and August of each year, commencing on August 1, 2013, as follows:

YEAR	PRINCIPAL AMOUNT	INTEREST RATE
2013	\$275,000	2.00%
2014	290,000	2.00
2015	295,000	2.00
2016	300,000	2.00
2017	305,000	2.00
2018	315,000	2.00
2019	195,000	2.00

Finally, please be advised that this Bond Order shall be entered into the records of the Issuer and made available to the Corporate Authorities of the Issuer at the next regularly scheduled public meeting of the members of the Issuer.

IN WITNESS WHEREOF, I hereunto affix my signature, this 4th day of December, 2012.

Mayor

(SEAL)

ACKNOWLEDGMENT OF FILING

Filed in the office of the City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois, this 4th day of December, 2012.

City Clerk

(SEAL)



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM:	Social Host Responsibility
AGENDA DATE REQUESTED:	November 26, 2012
ACTION REQUESTED:	Replace existing ordinance with the Tazewell Teen Initiative Model Social Hosting Ordinance.
BACKGROUND:	The Tazewell Teen Initiative and the Tazewell County Association of Chiefs of Police encourages communities to adopt the model ordinance as mirror ordinances in each community in an attempt to deter underage drinking and illegal drug gatherings. The model ordinance does not include sanctions against others present at the gathering, only the host(s).
FINANCIAL IMPACT:	There should be less violations cited under the model ordinance, as only the host(s) are accountable. However, the hosts will face higher penalties and must reimburse the City for response costs.
NEIGHBORHOOD CONCERNS:	No significant concerns.
IMPACT IF APPROVED:	Those hosting underage drinking and illegal drug gatherings face increased penalties and must reimburse the City for response costs.
IMPACT IF DENIED:	Our existing ordinance remains in effect which has lower fines, but targets anyone present at an underage drinking gathering. The existing ordinance excludes illegal drugs and does not include a provision to recover response costs.
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes]	
☐ A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of Family-way jobs.	
☒ A Safe Community. To protect community life and property by providing effective, principled Police and Fire services.	
☐ A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.	

- ☐ **A High Quality of Life.** To support or provide services that improves the quality of life for Pekin's residents.
- ☐ **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director

Greg Nelson

11/6/12

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

Date

City Manager

Date



T AZEWELL COUNTY ASSOCIATION OF CHIEFS OF POLICE

October 18th, 2012

Dear Local Official,

The Social Host Ordinance Planning Committee, a branch of the Tazewell Teen Initiative Executive Board, is requesting your support in an effort to help reduce underage drinking across our county. The Social Host Planning Committee is a diverse group of concerned citizens that has been working together towards sending clear messages that underage drinking is not tolerated in any Tazewell County community. One step in that direction that they have been working on is having consistent ordinances. Over the past few years we have seen the tragedies that have occurred because of situations where teens were allowed to drink in homes and parents or guardians were aware that the alcohol was being consumed illegally but did nothing to stop it.

The Social Host Ordinance Planning Committee has drafted a model ordinance to address the problem of teenage alcohol parties hosted in communities throughout the county. The draft ordinance seeks to address this problem by imposing fines against the owners or responsible individuals of premises where teenage drinking takes place. If one is aware, or reasonably should have been aware of the illegal consumption of alcohol, they can be held liable under this ordinance and fined for violations. Additionally, they can be assessed the costs of the police response to the location where the alcohol was being provided. The Planning Committee hopes to have all Tazewell County communities pass "mirror" ordinances, so that all fines and fees will be the same throughout the county. The Planning Committee believes that by all communities in the county having the same ordinance it will prevent underage teens from going from one community to another to host a party, since the fines in the smallest community will be equal to the largest community, regardless whether they are home rule or not.

The Social Host Ordinance Planning Committee is supported by the Tazewell Teen Initiative Executive Board (whose members include representatives from the municipal, county, and state criminal justice system; schools; social service agencies; local and county government) and the Tazewell County Chiefs of Police Association. The Tazewell County Chiefs of Police Association supports a uniform Social Host ordinance and asks that all Tazewell County communities join as one voice to say no to illegal teenage drinking.

Sincerely,

A handwritten signature in black ink that reads "Greg Nelson".

Chief Greg Nelson – Pekin Police Department
TCACP President

<u>President</u> Chief Greg Nelson Pekin Police 111 S. Capitol Pekin, IL. 61554	<u>Vice – President</u> Chief Craig Hilliard Morton Police 375 W. Birchwood St. Morton, IL. 61550	<u>Secretary – Treasurer</u> Chief Jim Kuchenbecker Washington Police 115 W. Jefferson Street Washington, IL. 61571
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6-2-9-6: UNDERAGE PERSONS GATHERING IN RESIDENCE OR HOTEL ROOM:

A. Residences or Vehicles:

1. Any person shall be guilty of a violation of this Section 6-2-9 where he knowingly suffers, allows, consents to, acquiesces by failure to prevent, or expressly assents or agrees to a gathering at a residence, building, yard, vehicle or other premises which he occupies as an owner or as a person in actual or constructive possession of the residence, where such person knows or reasonably should know that alcoholic liquor is being illegally possessed or consumed by persons under the age of twenty-one (21) years, and, upon conviction, shall be punished by a fine set forth in Section 6-2-9-9 of this Code for each offense, if, and only if, the possession or consumption of the alcohol by the person under twenty-one (21) years is not otherwise permitted by this section 6-2-9.
2. Any person who knowingly enters or remains in any house, building, yard or other premises, other than premises licensed to sell alcoholic liquor, or any vehicle as defined in the Illinois Vehicle Code, under circumstances where the person knows or reasonably should know that alcoholic liquor is being illegally possessed or consumed by persons under the age of twenty-one (21) years on such premises or in such vehicle, shall be guilty of a violation of this Section 6-2-9 and, upon conviction, shall be punished by a fine set forth in Section 6-2-9-9 of this Code for each offense.
3. Where the residence has an owner and a tenant or lessees, there is a reputable presumption that the residence is occupied only by the tenant or lessee.

- B. Renting Hotel or Motel Room:** Any person who rents a hotel or motel room from the proprietor or agent thereof for the purpose of or with the knowledge that such room shall be used for the consumption of alcoholic liquor by persons under the age of twenty one (21) years shall be guilty of a violation of this Section 6-2-9.

(Ord. No. 2562-08/09 08-25-08)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 2, SECTION 9, SUBSECTION 6
OF THE CODE OF THE CITY OF PEKIN 1995**

SOCIAL HOSTING ORDINANCE

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the model ordinance encouraged by Tazewell Teen Initiative and the Tazewell County Association of Chiefs of Police in an attempt to deter underage drinking and illegal drug gatherings.

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

1. That Title 6, Chapter 2, Section 9, Subsection 6 be amended by deleting 6-2-9-6 in its entirety and substituting the following:

6-2-9-6: SOCIAL HOST RESPONSIBILITY

A. Definitions.

For the purposes of this Section, the following definitions shall apply:

1. **ALCOHOL:** Ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin, or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.
2. **ALCOHOLIC BEVERAGE:** Alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

3. **CONVEYANCE:** Any vehicle, trailer, watercraft or container operated for the transportation of persons or property.
4. **EVENT or GATHERING:** Any group of two or more persons who have assembled or gathered together for a social occasion or other activity.
5. **HOST:** To overtly aid, conduct, allow, entertain, organize, supervise, control, or permit a gathering or event.
6. **ILLICIT DRUGS:** Any drug, substance or compound prohibited by law, as well as drugs prescribed by a physician which are in the possession of or used by someone other than the person to whom the drug was prescribed.
7. **PARENT:** Any person having legal custody of a juvenile:
 - a. As a natural, adoptive, or step parent;
 - b. As a legal guardian; or
 - c. As a person to whom legal custody has been given by court order.
8. **PERSON:** Any individual, partnership, co-partnership, corporation, association of one or more individuals, or other organization or business entity.
9. **PUBLIC PLACE:** Any place to which the public or a substantial group of the public has access and includes, but is not limited to, street, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, parks, businesses or parking lots.
10. **REASONABLE STEPS:** Reasonable actions taken by a person who is the host of an event or gathering to prevent the consumption of alcohol, alcoholic beverages and illicit drugs at the event or gathering, including, but not limited to, controlling access to alcohol and alcoholic beverages; controlling the quantity of alcohol and alcoholic beverages present; verifying the age of persons in attendance by inspecting drivers' licenses or other government-issued identification cards to ensure underage persons are not consuming alcohol or alcoholic beverages; supervising the activities of underage persons; removing any underage person, in possession of or consuming alcohol, alcoholic beverages or illicit drugs, from the location of the event or gathering; and calling for law enforcement assistance in the event that underage persons are in possession of alcohol, alcoholic beverages or illicit drugs.
11. **RELIGIOUS CEREMONY:** The possession, consumption and dispensation of alcohol or an alcoholic beverage for the purpose of conducting any bona fide rite or religious ceremony.
12. **RESIDENCE or PREMISES:** Any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, park, or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specified for a party or other social

function, and whether owned, leased, rented, or used with or without permission or compensation.

13. **RESPONSE COSTS:** The costs associated with response by law enforcement, fire, and other emergency response providers to an event or gathering, including but not limited to: (a) salaries and benefits of law enforcement, code enforcement, fire, or other emergency response personnel for the amount of time spent responding to, remaining at, investigating and otherwise dealing with an event or gathering, and the administrative cost attributable to such response(s); (b) the cost of any medical treatment for any law enforcement, code enforcement, fire, or other emergency response personnel injured responding to, remaining at, or leaving the scene of, or otherwise dealing with an event or gathering; (c) the cost of repairing any City equipment or property damaged, and the cost of the use of any such equipment, in responding to, remaining at, leaving the scene of, or otherwise dealing with an event or gathering.
14. **UNDERAGE PERSON:** Any individual person under twenty-one (21) years of age.

B. Prohibited Conduct and Responsibilities of Persons Hosting an Event or Gathering.

1. Except as permitted by State law, it is unlawful for any person to host an event or gathering at: (a) his or her residence or premises, (b) a public place or any other residence or premises under his or her control, or (c) in any conveyance under his or her control, where illicit drugs, alcohol, or alcoholic beverages are being consumed by an underage person, and the person hosting the event or gathering, has actual or constructive knowledge that an underage person is consuming illicit drugs, alcohol or alcoholic beverages.
2. A person who hosts an event or gathering does not have to be present at the event or gathering to be liable under this Section.
3. A person who hosts an event or gathering shall be reputably presumed to have actual or constructive knowledge that underage persons have consumed illicit drugs, alcohol, or alcoholic beverages if such person is present at the location of the event or gathering at the time any underage person consumes illicit drugs, alcohol or an alcoholic beverage.
4. It is the affirmative duty of any person who hosts an event or gathering at his or her residence or premises, a public place or any other residence or premises under his or her control, or in any conveyance under his or her control, to take all reasonable steps to prevent the consumption of illicit drugs, alcohol or alcoholic beverages by any underage person at such event or gathering.
5. A person who hosts an event or gathering shall be deemed to have actual or constructive knowledge that an underage person has consumed or is consuming illicit drugs, alcohol or alcoholic beverages at the event or gathering if the person has not taken all reasonable steps to prevent the consumption of illicit drugs, alcohol, or alcoholic beverages by underage persons.
6. A person who hosts an event or gathering shall not be in violation of this Section if he or she: (a) seeks assistance from the Pekin Police Department or other law enforcement

agency to remove any person who refuses to abide by the person's performance of the duties imposed by this Section, or (b) terminates the event or gathering because the person has been unable to prevent underage persons from consuming illicit drugs, alcohol or alcoholic beverages despite having taken all reasonable steps to do so, as long as such request or termination is made before any other person makes a complaint to the Pekin Police Department or other law enforcement agency about the event or gathering.

7. This Section shall not apply to conduct involving the use of alcohol or alcoholic beverages that occur at a religious ceremony or exclusively between an underage person and his or her parent, as permitted by the City Code and State law.
8. A person is responsible for and subject to penalties, for violating this Section if the person intentionally aids, advises, hires, counsels, conspires with or otherwise procures another person in hosting an event or gathering where that person has actual or constructive knowledge that underage persons will be consuming alcohol, alcoholic beverages or illicit drugs at such event or gathering.

C. Penalties.

1. Responsible for Costs. Any person found to be in violation of this Section shall be responsible for any and all response costs.
2. Fines. Any person who violates or assists in the violations of any provision of this Section shall be deemed to have committed a petty offense and shall be fined not more than seven hundred fifty dollars (\$750.00) for each such violation. Each day on which, or during which, a violation occurs shall constitute a separate offense.
 - a. The first violation of this Section shall be punishable by a fine of not less than two hundred fifty dollars (\$250.00) nor more than seven hundred fifty dollars (\$750.00).
 - b. A second violation of this Section by the same person, within a twelve month period shall be punishable by a fine of no less than five hundred dollars (\$500.00) nor more than seven hundred fifty dollars (\$750.00).
 - c. A third or subsequent violation of this Section by the same person, within a twelve month period shall be punishable by a fine of seven hundred fifty dollars (\$750.00).
3. Enforcement. Violations of this Section may be enforced by issuance of a municipal citation for the fine and response costs amounts, and/or by issuance of a Notice to Appear.

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

BE IT FURTHER ORDAINED that all Ordinances or parts of ordinances in conflict

herewith are hereby repealed.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

SOCIAL HOSTING ORDINANCE

Existing Ordinance:

6-2-9-6: UNDERAGE PERSONS GATHERING IN RESIDENCE OR HOTEL ROOM:

A. Residences or Vehicles:

1. Any person shall be guilty of a violation of this Section 6-2-9 where he knowingly suffers, allows, consents to, acquiesces by failure to prevent, or expressly assents or agrees to a gathering at a residence, building, yard, vehicle or other premises which he occupies as an owner or as a person in actual or constructive possession of the residence, where such person knows or reasonably should know that alcoholic liquor is being illegally possessed or consumed by persons under the age of twenty-one (21) years, and, upon conviction, shall be punished by a fine set forth in Section 6-2-9-9 of this Code for each offense, if, and only if, the possession or consumption of the alcohol by the person under twenty-one (21) years is not otherwise permitted by this section 6-2-9.

2. Any person who knowingly enters or remains in any house, building, yard or other premises, other than premises licensed to sell alcoholic liquor, or any vehicle as defined in the Illinois Vehicle Code, under circumstances where the person knows or reasonably should know that alcoholic liquor is being illegally possessed or consumed by persons under the age of twenty-one (21) years on such premises or in such vehicle, shall be guilty of a violation of this Section 6-2-9 and, upon conviction, shall be punished by a fine set forth in Section 6-2-9-9 of this Code for each offense.

3. Where the residence has an owner and a tenant or lessees, there is a reputable presumption that the residence is occupied only by the tenant or lessee.

B. Renting Hotel or Motel Room: Any person who rents a hotel or motel room from the proprietor or agent thereof for the purpose of or with the knowledge that such room shall be used for the consumption of alcoholic liquor by persons under the age of twenty one (21) years shall be guilty of a violation of this Section 6-2-9. (Ord. No. 2562-08/09 08-25-08)

Proposed Ordinance (Tazewell Teen Initiative Model Ordinance):

SOCIAL HOST RESPONSIBILITY

A. Definitions.

For the purposes of this Section, the following definitions shall apply:

1. *ALCOHOL: Ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin, or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.*
2. *ALCOHOLIC BEVERAGE: Alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.*
3. *CONVEYANCE: Any vehicle, trailer, watercraft or container operated for the transportation of persons or property.*
4. *EVENT or GATHERING: Any group of two or more persons who have assembled or gathered together for a social occasion or other activity.*
5. *HOST: To overtly aid, conduct, allow, entertain, organize, supervise, control, or permit a gathering or event.*
6. *ILLICIT DRUGS: Any drug, substance or compound prohibited by law, as well as drugs prescribed by a physician which are in the possession of or used by someone other than the person to whom the drug was prescribed.*
7. *PARENT: Any person having legal custody of a juvenile:*
 - a. *As a natural, adoptive, or step parent;*
 - b. *As a legal guardian; or*
 - c. *As a person to whom legal custody has been given by court order.*
8. *PERSON: Any individual, partnership, co-partnership, corporation, association of one or more individuals, or other organization or business entity.*
9. *PUBLIC PLACE: Any place to which the public or a substantial group of the public has access and includes, but is not limited to, street, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, parks, businesses or parking lots.*
10. *REASONABLE STEPS: Reasonable actions taken by a person who is the host of an event or gathering to prevent the consumption of alcohol, alcoholic beverages and illicit drugs at the event or gathering, including, but not limited to, controlling access to alcohol and alcoholic beverages; controlling the quantity of alcohol and alcoholic beverages present; verifying the age of persons in attendance by inspecting drivers' licenses or other government-issued identification cards to ensure underage persons are not consuming alcohol or alcoholic beverages; supervising the activities of underage persons; removing any underage person, in possession of or consuming alcohol, alcoholic beverages or illicit drugs, from the location of the event or gathering; and calling for law enforcement assistance in the event that underage persons are in possession of alcohol, alcoholic beverages or illicit drugs.*

11. *RELIGIOUS CEREMONY: The possession, consumption and dispensation of alcohol or an alcoholic beverage for the purpose of conducting any bona fide rite or religious ceremony.*
12. *RESIDENCE or PREMISES: Any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, park, or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specified for a party or other social function, and whether owned, leased, rented, or used with or without permission or compensation.*
13. *RESPONSE COSTS: The costs associated with response by law enforcement, fire, and other emergency response providers to an event or gathering, including but not limited to: (a) salaries and benefits of law enforcement, code enforcement, fire, or other emergency response personnel for the amount of time spent responding to, remaining at, investigating and otherwise dealing with an event or gathering, and the administrative cost attributable to such response(s); (b) the cost of any medical treatment for any law enforcement, code enforcement, fire, or other emergency response personnel injured responding to, remaining at, or leaving the scene of, or otherwise dealing with an event or gathering; (c) the cost of repairing any City equipment or property damaged, and the cost of the use of any such equipment, in responding to, remaining at, leaving the scene of, or otherwise dealing with an event or gathering.*
14. *UNDERAGE PERSON: Any individual person under twenty-one (21) years of age.*

B. Prohibited Conduct and Responsibilities of Persons Hosting an Event or Gathering.

1. *Except as permitted by State law, it is unlawful for any person to host an event or gathering at: (a) his or her residence or premises, (b) a public place or any other residence or premises under his or her control, or (c) in any conveyance under his or her control, where illicit drugs, alcohol, or alcoholic beverages are being consumed by an underage person, and the person hosting the event or gathering, has actual or constructive knowledge that an underage person is consuming illicit drugs, alcohol or alcoholic beverages.*
2. *A person who hosts an event or gathering does not have to be present at the event or gathering to be liable under this Section.*
3. *A person who hosts an event or gathering shall be rebuttably presumed to have actual or constructive knowledge that underage persons have consumed illicit drugs, alcohol, or alcoholic beverages if such person is present at the location of the event or gathering at the time any underage person consumes illicit drugs, alcohol or an alcoholic beverage.*
4. *It is the affirmative duty of any person who hosts an event or gathering at his or her residence or premises, a public place or any other residence or*

premises under his or her control, or in any conveyance under his or her control, to take all reasonable steps to prevent the consumption of illicit drugs, alcohol or alcoholic beverages by any underage person at such event or gathering.

- 5. A person who hosts an event or gathering shall be deemed to have actual or constructive knowledge that an underage person has consumed or is consuming illicit drugs, alcohol or alcoholic beverages at the event or gathering if the person has not taken all reasonable steps to prevent the consumption of illicit drugs, alcohol, or alcoholic beverages by underage persons.*
- 6. A person who hosts an event or gathering shall not be in violation of this Section if he or she: (a) seeks assistance from the City Police Department or other law enforcement agency to remove any person who refuses to abide by the person's performance of the duties imposed by this Section, or (b) terminates the event or gathering because the person has been unable to prevent underage persons from consuming illicit drugs, alcohol or alcoholic beverages despite having taken all reasonable steps to do so, as long as such request or termination is made before any other person makes a complaint to the City Police Department or other law enforcement agency about the event or gathering.*
- 7. This Section shall not apply to conduct involving the use of alcohol or alcoholic beverages that occur at a religious ceremony or exclusively between an underage person and his or her parent, as permitted by the City Code and State law.*
- 8. A person is responsible for and subject to penalties, for violating this Section if the person intentionally aids, advises, hires, counsels, conspires with or otherwise procures another person in hosting an event or gathering where that person has actual or constructive knowledge that underage persons will be consuming alcohol, alcoholic beverages or illicit drugs at such event or gathering.*

C. Penalties.

- 1. Responsible for Costs. Any person found to be in violation of this Section shall be responsible for any and all response costs.*
- 2. Fines. Any person who violates or assists in the violations of any provision of this Section shall be deemed to have committed a petty offense and shall be fined not more than seven hundred fifty dollars (\$750.00) for each such violation. Each day on which, or during which, a violation occurs shall constitute a separate offense.*
 - a. The first violation of this Section shall be punishable by a fine of not less than two hundred fifty dollars (\$250.00) nor more than seven hundred fifty dollars (\$750.00).*
 - b. A second violation of this Section by the same person, within a twelve month period shall be punishable by a fine of no less than*

five hundred dollars (\$500.00) nor more than seven hundred fifty dollars (\$750.00).

- c. A third or subsequent violation of this Section by the same person, within a twelve month period shall be punishable by a fine of seven hundred fifty dollars (\$750.00).*

- 3. Enforcement. Violations of this Section may be enforced by issuance of a Notice of Violation for the fine and response costs amounts, and/or by issuance of a Notice to Appear.*



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Agreement for Processing of Recyclable Materials

AGENDA DATE REQUESTED: November 26, 2012

ACTION REQUESTED: Approve the agreement with Midwest Fiber for the processing of the recyclable materials collected in the City of Pekin. Agreement is for an initial 5 year term with the option for two 1 year extensions.

DESCRIPTION: The current agreement with Midland-Davis (M-D) to accept the recycled materials that are collected each week expires November 30, 2012. We have been dealing with M-D for several years after they took over the operation from Jerry Mahoney. Last year, they came to us with a proposal to start paying us for the material based on the price of paper on the trade market. This netted us some money when the price was up but left us paying when the market was down.

We put out a proposal requesting numbers that would cover all the items in the recycled material stream to see if what the amount we could receive. Responses were received from three companies with two showing a breakdown as requested. Those were from Midwest Fiber (MF) out of Normal and Waste Management (WM) out of East Peoria. WM is a pass through location for Midwest Fiber and their price includes a handling fee of \$30 per ton over the MF pricing. The prices listed are for the processing cost to handle and separate the materials that are dropped off.

MF/WM holds the processing charge constant throughout the life of the agreement while M-D's price increases every year. M-D did offer an option where they would pay us for the first 3 years then go with their processing charge for the remainder but they did not provide a materials breakdown. Therefore, I am recommending that we go with Midwest Fiber.

FINANCIAL IMPACT: Amount will vary depending on the market values for the recycled materials.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will allow for us to make money off of the recycled material we collect when the markets are up and minimizes the amount paid for the processing service.

IMPACT IF DENIED: Takes away the opportunity to minimize the cost of recycled materials collection by earning money from the sale of the materials.

ALTERNATIVES: Stop collecting recyclable materials.

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

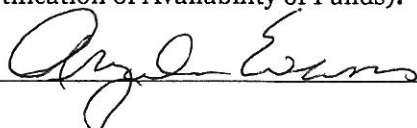
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure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

REQUIRED SIGNATURES

Department Director:

Date:

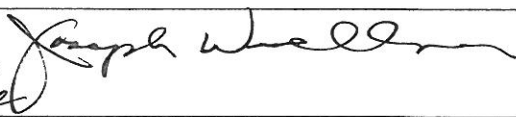
Finance Department (Certification of Availability of Funds):

Date: 11-15-12 

Corporation Counsel:

Date:

City Manager:

Date: 11/15/12 

Company	Ed Plan	Product Breakout	Processing Fee	Credit from Matl Sales	Net(annual)
Midland-Davis	Yes	No			
<u>Option 1</u>					
Years 1-3			None	\$21.50	\$20,124.00 Assume 18tn/wk
Year 4			\$83.35 OBM		Varies
Year 5			\$85.75 OBM		Varies
<u>Option 2</u>					The net would be positive if the market for paper is above the processing fee.
Year 1			\$77.15 OBM		Varies
Year 2			\$78.85 OBM		Varies
Year 3			\$81.20 OBM		Varies
Year 4			\$83.35 OBM		Varies
Year 5			\$85.75 OBM		Varies
Year 6			\$88.00 OBM		Varies
Year 7			\$90.75 OBM		Varies
					Last 2 years same both options

Waste Management	Yes	Yes	\$99.50 OBM	Varies	See note above.
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Midwest Fiber	Yes	Yes			
Entire Contract			\$69.50 OBM	Varies	See note above.

Breakdown of typical load of recyclable materials

Material	Typical % of total volume of single stream	Pricing Index
Newspaper	61.8%	OBM
Cardboard (OCC)	15.1%	OBM
Glass	5.3%	Actual Cost
Aluminum (AL UBC)	0.7%	Waste News
Steel	2.3%	Waste News
Plastics #1 (PET)	3.6%	Waste News
Plastics #2 (HDPE Natural)	1.6%	Waste News
Plastics #2 (HDPE Colored)	1.4%	Waste News
Plastics #3,4,5,7	1.2%	Market
Residuals (non-recyclable material)	7.0%	Actual Cost

Cost breakdown for materials using the actual costs for October 2012

Material	% of total volume of single stream	Value per ton of material	Total value for material
Newspaper	61.8%	\$55.00	\$33.99
Cardboard	15.1%	\$65.00	\$9.82
Glass	5.3%	-\$35.00	-\$1.86
Aluminum (AL UBC)	0.7%	\$1600.00	\$11.20
Steel	2.3%	\$110.00	\$2.53
Plastics #1 (PET)	3.6%	\$380.00	\$13.68
Plastics #2 (HDPE natural)	1.6%	\$600.00	\$9.60
Plastics #2 (HDPE colored)	1.4%	\$500.00	\$ 7.00
Plastics #3,4,5,7	1.2%	\$40.00	\$.48
Residuals (non-recyclable material)	7.0%	-\$46.00	-\$3.22
Total Market Value-October 2012	100 %		\$83.22
Processing Fee			-\$69.50
Rebate due to the City of Pekin-October 2012			\$13.72

Certificate of Publication

STATE OF ILLINOIS,

SS

County of Peoria.

The Peoria Journal Star, Inc. (which is incorporated and doing business under and by virtue of the Laws of the State of Illinois) HEREBY CERTIFIES that it is the printer and publisher of the Journal Star, which is a public secular newspaper of general circulation printed and published daily in the City of Peoria, County of Peoria and State of Illinois, and that said newspaper has been regularly published in said City for at least one (1) year prior to the first publication of the notice hereto attached.

Said Corporation further certifies that the said notice entitled: "**Advertisement for Bid Processing of Residential Single Str**" hereto attached has been published **1 time(s)** in the Peoria Journal Star, on the following respective dates:

The 19th day of October A.D., 2012 in class 0182

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed in its name on its behalf by **Judy Little** this **19th** day of **October** A.D., **2012**.

The Peoria Journal Star, Inc.

By: _____

Judy Little

Legal Notices

Legal Notice

Advertisement for Bid

Processing of Residential Single Stream Recyclables The City of Peoria, Illinois will receive sealed bids for the Processing of Residential Single Stream Recyclables described below until 4:00 PM, on the 13th day of November, 2012 at the City Clerk's Office, 111 S. Capitol Street, Peoria, IL 61654 at which time the bids will be opened and read aloud.

DESCRIPTION OF WORK

The project known as "Processing of Residential Single Stream Recyclables" and is further described as follows:

(A.) Receive recyclable materials from the City of Peoria collection trucks.

(B.) Provide a pricing matrix where the City can be reimbursed for the recycled items at a specified rate based on market conditions.

(C.) Work with the City to increase voluntary participation in the recycling program.

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held on October 30, 2012 at 1:30PM at the City of Peoria Streets and Solid Waste Department, 1208 Koch Street, Peoria, IL 61654.

Packets can be picked up at City Hall, 111 S. Capitol Street or Street & Solid Waste Department, 1208 Koch Street.

Note: Prevailing Wage Rates will apply to all work and the Contractor shall conform to all Illinois Statutory requirements regarding labor and substance abuse prevention programs.

BID TAB

OPENING NOVEMBER 13, 2012 @ 4:00 P.M.

[illegible]

October 8, 2012

Recycling Processors:

Enclosed is a Request for Proposal for Processing The City of Pekin's Municipal Single Stream Residential Recycling.

There will be a required pre-bid meeting on October 30, 2012 at 1:30PM at the Street & Solid Waste Department, 1208 Koch Street, Pekin, IL 61554.

If you have any question please call my office at 309-478-5432

Sincerely,

Robert Shaw

Operations Superintendent
Streets and Solid Waste

Proposal for the following service is sought	
Processing of Residential Single Stream Recyclables	
Date of Request 10/15/2012	Due Date 11/13/2012 by 4:00 PM
Submitted to City Of Pekin City Clerk 111 S Capitol St. Pekin, IL. 61554	Contract Administrator Robert Shaw Operations Superintendent 1208 Koch St. Pekin, IL. 61554

Invitation to Bid

Request.....	page 1
Background.....	page 1
Timeline.....	page 2
Acceptable Materials.....	page 3
Source, Volume and Type of Incoming Materials.....	page 4
Term of Agreement/Renewal Provisions.....	page 4
General Terms.....	page 4
Community Education Plan.....	page 6
Payments.....	page 7
Provisions for Pricing.....	page 7
Pricing Matrix.....	page 7
Marketing Partnership.....	page 8
Prevailing Wage.....	page 8

1 Request

Company _____
Address _____
City _____ State _____ Zip Code _____

1st Contact _____
Phone _____
E-mail _____

2nd Contact _____
Phone _____
E-mail _____

1.1 Background

City of Pekin has an existing multiple stream curbside recycling program. Participation is voluntary and is available for single family, public school, residential duplex, and multiple 4 family apartment units. The program is offered to the City of Pekin's over 34,000 residences. Currently recyclables are placed in 18 gallon curbside bins and are collected by the City's Solid Waste Division. The following are the recyclable items collected through the existing plan.

- Aluminum Cans
- Cardboard including pizza boxes
- Steel Food Cans
- Glass- Clear, Brown, Green, and Blue
- Magazines and Phone Books
- News Paper including wrapping paper
- Plastics numbers #1 through #7 See Acceptable Materials List
- See Acceptable Materials List

Approximately 70% of the recyclables are paper products

As a part of the City of Pekin's sustainability efforts the City is in the process of revamping the curbside program. An RFP will be issued for a single stream curbside recycling program with the following changes.

1. Expand the program to increase the number of public facilities and special events serviced.
2. Add 65 gallon rollout recycling carts to eventually replace the 18 gallon totes
3. Collect the materials in the compactor trucks to make these trucks dual purpose

1.2 Timeline

Processing RFP Release Date	October 18, 2012
Required Pre-Bid Meeting	October 30, 2012
Proposal Submission deadlines	November 13, 2012
• Targeted Notice to Proceed	November 27, 2012
• Service Start Date	December 1, 2012

1.3 Acceptable Materials

The proposer must be able to accept, arrange and sort all the materials currently on the approved list of recyclables website. Materials will be collected together in compactor trucks. Sorting of these materials will be responsibility of the processor. Acceptable materials are listed in section 1.1 and as follows;

Colored High Density Polyethylene (CHDPE) shall mean opaque plastic containers, labels with the #2 code.

Glass shall mean any clear, brown, green, blue, and red transparent bottles, jars, or other containers.

Mixed Paper shall mean any recovered paper that is not plastic, foil, or chemically coated, for print I.E. Telephone Books, Magazines, News Paper, Junk Mail, Wrapping Paper, or Folding Boxes.

Natural High Density Polyethylene (NHDPE) shall mean any translucent plastic containers with the #2 code.

Newsprint (ONP) shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in the City of Pekin area.

Old Corrugated Containers (OCC) shall mean corrugated containers having liners of either: test liner, jute, or craft.

Paper shall mean paper products such as old newspaper, old magazines, office paper, telephone directories, old corrugated containers, paper bags, wrapping paper etc.

Plastics shall mean plastic bottles, jars, containers, and packaging made for various resins including HDPE, PETE, LDPE, and PP. This excludes automotive and construction plastics.

Recyclable Materials shall mean material that has been recovered or diverted from the nonhazardous solid waste stream for purposes of reuse, recycling, or reclamation and a substantial portion of which is consistently used in the manufacturing of products, which may otherwise be produced using raw or virgin materials.

Recycling shall mean a process by which materials are collected, sorted, processed, or prepared into marketable commodities for manufacturing into new products

Recycling Processing Facility shall mean a facility where recyclable materials are sorted and processed or prepared for bulk shipment to a manufacturer for use as a raw material

RTF shall mean Recycling Transfer Facility that allows unloading of recyclables collected through the City's curbside recycling program when the SSMRF is not located in the immediate area.

SSMRF shall mean Single Stream Material Recovery Facility.

Tin, Steel, and Bi-Metal cans shall mean tin coated steel containers such as cans for food packaging. Containers include food cans, beverage cans, aerosol cans and lids from bottles and jars.

1.4 Source, Volumes, and Type on Incoming Materials

Approximate tons of materials collected annually are not guaranteed by the City and the City will not be held responsible for any increase or decrease in this program.

2. Contract Terms and Conditions

The Proposer's response to this Request for Proposal (RFP) will be made a part of the contract with the City of Pekin. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Proposer. In this section, Proposer is referred to as "Contractor." Unless otherwise stated by the Proposer in the response to this RFP, the Proposer agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

General Terms

Term: The term of this agreement shall commence on the effective date of the agreement with the initial delivery of services beginning December 1st, 2012. The term will be a service period of Five (5) years through November 30th, 2017 with two (2) options to renew for periods of one (1) year for a total contract period of up to seven (7) years.

Confidentiality: The contractor, its agents and its employees will keep and retain any and all information and records generated under this agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City of Pekin. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents and its employees. The Contractor acknowledges that in the course of performing services for the City of Pekin, the materials and information produced for the City of Pekin are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City of Pekin.

Independent Contractor: At all times and for all purposes, the Contractor is an independent contractor and not an employee of the City. No statements shall be construed so as to find the Contractor an employee of the City. No employee of the Contractor shall be an employee of the City.

Contractor Default: The City will not accept a proposal or enter into an agreement or contact with anyone who is in default regarding any agreement with the City, or who otherwise owes the City money that are overdue or otherwise due.

Proprietary Materials: The City of Pekin acknowledges that in the course of performing services, the Contractor may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtain no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

Indemnity: The Contractor shall indemnify, defend, save and hold harmless the City of Pekin, individually and collectively, its offices and employees from any liability, losses, costs expenses, demands, taxes, claims, damages lawsuits, proceedings, or causes of action including workers compensation claims of any kind or nature, including reasonable attorneys' fees and cost of defense, that the City of Pekin may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employee, or injury to real estate or personal property, in any way resulting from, arising out of, in connection with, or pursuant to an agreement and contract, caused by the operation of the contractor, its agents, retailers, employees, use, operation, or control of any vehicle owned , operated, maintained, or controlled by the contractor.

The Contractor shall, at its own expense, appear defend, and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgments shall be rendered against the City of Pekin in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this agreement and a contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, hold harmless, and defend the City of Pekin, and to pay expenses and damages as herein provided. The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City of Pekin, its agents or its employees.

State Disposal Legislation: The Contractor shall be aware of current and impending State Of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain recyclables.

Non-Performance: If the Contractor fails to observe the established service requirements or schedule of service for more than two (2) consecutive working days, the City shall reserve the right to determine if there has been sufficient cause to justify such lack of observance. If, in the City judgment, sufficient cause have not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that the agreement and a contract shall be deemed default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary correction, the City shall take steps as are necessary to furnish services in accordance to the collections requirements provided for in this agreement and subsequent contract. The Contractor shall be liable for any costs of such steps from the start of the notice of default. In the event of non-performance that has not been cured or removed, the City shall have the right to terminate the agreement and the contract by written notice to the Contractor, such termination shall be effective on the date specified in the notice. The City may take whatever legal, equitable or administrative action it deems appropriate, and including mandatory injunction and specific performance which may appear necessary or desirable to the City to collect any payments due, to abate

or prevent any such default, or to enforce performance and observance of any obligation of the Contractor under this agreement.

Rejection-Waiver: The City of Pekin reserves the right to reject any and all proposals, waive formalities, waive technical deficiencies and irregularities or otherwise solicit new proposals if some other manner of negotiation better serves its interests.

Non-Assignment: The Contractor shall not assign or subcontract this agreement and contract, or the work thereof, to any person, firm or corporation without prior written consent of the City, but the Contractor may perform its obligations there under through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this agreement or contract.

Bid Withdrawal: A written request for the withdrawal of a proposal may be granted and the security deposit returned if the request is received by the City prior to the submittal deadline and opening date.

Insurance: The Contractor shall carry all insurance required by law or which would normally be expected for the business of recycling. Proof of insurance shall be submitted before an agreement or contract is final. The contractor shall carry at its own expense, at least the following coverage:

Worker's compensation and occupational disease insurance amount for Illinois

General Liability insurance:

Bodily injury with limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

Property damage with limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

Contractual insurance board from with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

Umbrella liability: Any policy shall provide excess limits over and above the other insurance limited stated herein. The Contractor may purchase insurance for the full limits required, or a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy. The insurance coverage shall be written with insurance companies acceptable to the City. All insurance premiums shall be paid by the Contractor without cost to the City. The Contractor shall provide the City a Certificate of Insurance attesting to the respective insurance coverage's for the full contract term. The City shall receive written notice of cancellation of, and/or reduction in coverage thirty (30) days prior to the effective date of cancellation and/or reduction of coverage.

Warranty: The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely and professional manner by qualified staff in accordance with generally accepted professional end-users.

Non-Collusion: The Contractor must fill out the non-collusion affidavit and have it notarized.

Equal Employment: During the term of a contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act and Illinois Human Rights Act. Findings of noncompliance with applicable State or Federal Equal Employment Opportunity Laws or regulations may be sufficient reason for revocation or cancellation of the contract.

2.1 Community Educational Plan:

The City of Pekin has recognized a direct relationship between community awareness on recycling with the recycling rates. The successful bidder will provide the City of Pekin with a plan to work collaboratively with the City to improve, educate, and assist the City, local schools and its employees.

2.2 Payments, Records and Reports

Proposer shall remit for the recyclables commodities tonnages received from the City's recycling program by the 3rd Monday of the proceeding month. Payments must be postmarked by the same day. The following information shall accompany monthly payments in an agreed upon format:

- Date of load
- Net weight in tonnage
- Associated charge or value of materials.

2.3 Provisions for Pricing

Pricing must include the following:

- All prices should be shown per ton of single stream material and include all items listed in section 1.1
- Index or Indexes used to calculate the per ton price
- Explanation of the calculation
- Example of September and October pricing using the Index pricing and calculation

Pricing Matrix

Index(s) used to calculate price: _____

Explanation _____

Pricing Calculation Example

(Show any assumptions of the % composition of each material if pertinent to pricing, attached additional sheet if necessary. For purposes of this proposal, use September & October 2012 index rates.)

Rates should be shown by the contractual year periods. (i.e. 12/1/2012 to 11/30/13 and so for the 5 year period.)

2.4 Marketing Partnership

As part of the bid, proposer will provide the City with a detailed marketing plan. This plan will include at a minimum the following components:

- Plan for working with the City to set goals and objectives for the success of the program
- Year by year detail of the components of the education and outreach plan designed to reach the City's recycling goals.
- Outline of items proposer provides at no cost to the City, as part of the bid proposal
- Outline of add- on items at the City's expense but that the proposer will help plan, develop, and/or implement

Prevailing Wage Certification

The Undersigned, _____ (hereinafter called the "Contractor"), has entered into an agreement with the City of Pekin, Illinois, dated of even date herewith, to perform the following work; processing of the curbside single stream residential recycling materials. (Hereinafter called the "Agreement")

The undersigned certifies that **he, she, it** is not disqualified from executing Agreement by reason of being listed by the Illinois Department of Labor as a Contractor or subcontractor found to have disregarded the provisions of the "Illinois Prevailing Wage Act" (Ill. Rev. Stat. Ch. 42, Sec. 39s, et seq.; hereinafter called the "Act") at any time within the past two (2) years.

The undersigned further certifies that all work to be performed by laborers, mechanics and other workers for each craft or type of work to be performed pursuant to said Agreement will be compensated at a rate (including holiday and overtime rates) at least equal to, and in no event less than, the general prevailing rate of hourly wages for each such work classification, employed to do work under the Agreement, as determined by the Illinois Department of Labor, for Tazewell County, Illinois, under the authority of the Act.

The undersigned further certifies that any subcontractor employed by the Contractor to do any work pursuant to the Agreement shall be similarly required (as herein required of the Contractor) to compensate all labors, mechanics, and other workers involved therewith in a manner consistent with the requirements of the Act and as herein specified.

The undersigned further certifies that **he, she, it** will in all other respects perform all work pursuant to said Agreement and to compensate all laborers, mechanics and other workers connected therewith in a manner which is in full compliance with the Act

This Certificate shall be deemed to be part of the Agreement, and any breach of or other non-compliance with the terms and provisions hereof by the Contractor shall be deemed a breach of and/or non-compliance with the Agreement, reserving unto the City of Pekin any and all remedies for breach or non-compliance as may be provided by statute or otherwise at law or in equity.

Dated this _____ day of _____, _____, at Pekin, Illinois.

Contractor

By: _____ (if Corporation or Partnership)
Title

Substance Abuse Prevention Program Certification

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs or alcohol, as defined in the Act, by employees of the Contractor and employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees dealing with the subject matter as mandated by the Act.

The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees that deal with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Dated this _____ day of _____, _____, at Pekin, Illinois.

Contractor

By: _____ (if Corporation or Partnership)
Title

- RECYCLABLES -

M-D =

OPTION 1 - 3yr ^{\$20.15 NT} no cost change 2yr @ market

OPTION 2 - 5yr @ Market ^{Proc Fee} diff 77.15 \$ each following yr

paper price only no breakdown for other commodities.
don't like the fee when market is down.

WM -

Pay the difference between market and \$99.50

MF processing + \$30 = ↗

Hilvest Fiber

Processing Fee - \$69.50

$$9 \text{ ton} \times 30 = \$270$$

change order 1
Phase 2B



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM: Amend Traffic Code Regarding Parking Restrictions in 100 Blk of Elizabeth Street

AGENDA DATE REQUESTED: November 26, 2012

ACTION REQUESTED: Designate Loading Zone, M-F 8AM to 5PM across frontage of 120 Elizabeth Street (50 feet).

BACKGROUND: The business owner at 120 Elizabeth Street requests parking restrictions near the driveway of the business. Parked cars crowd the driveway, preventing access to the business.

FINANCIAL IMPACT: Two signs at a cost of up to \$400.

NEIGHBORHOOD CONCERNS: Would ease access to a business in this non-residential area.

IMPACT IF APPROVED: Would limit parking to brief periods for loading and unloading of passengers and materials.

IMPACT IF DENIED: No changes. Occasional parking difficulty would arise from vehicles parked on the street near the business entrance.

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

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

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

Date

City Manager

Date

ORDINANCE NO. 1462-A319 – 12/13

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
LOADING ZONE 120 ELIZABETH STREET**

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 request of property owner to address vehicles parked too close to driveway preventing access to a business entrance at the meeting of November 2, 2012; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider designating a no parking loading zone M-F 8:00 a.m. to 5:00 p.m. across frontage of 120 Elizabeth Street (50); and

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

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated September 24, 2012 in its entirety, and inserting the No Parking Schedule dated November 26, 2012 attached hereto and incorporated herein by this reference.

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2012.

Mayor

ATTEST:

City Clerk



NOT TO SCALE



Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	Always	All days	Ann Eliza Street	South 11th Street	South 12th Street	East-West	Both	
Total	Always	All days	Avon Street	50' south of corner	Charles Street	South	West	02-28-11
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
Total	6:00am-6:00pm	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	
Total	Always	All days	Charles Street	50' from corner	Avon Street	East	South	02-28-11
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hours	8am-4pm	School	Court Street (Frontage)	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Cynthia Street	Broadway	South 2nd Street	West	Both	
Total	Always	All days	Derby Street	Allen Street	South 2nd Street	West	North	DELETE
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
15 min	Always	All days	Derby Street	Allen / RR Tracks	Circle Dr Salvation Ar	West	North	05-29-12
Total	Always	All days	Derby Street	Circle Dr Salvation Ar	South Second	West	North	05-29-12
Total	Always	All days	Distillery Road	Front Street	115' South of Front	West	North	08-23-10
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
Total	8:00am-5:00pm	Mon-Fri	Elizabeth Street	120 Elizabeth Street	50'	East	South	11-26-12
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
Total	Always	All days	Florence Street	1201 entrance	30' north and 30' south	South	west	09-24-12
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St Joseph Place	North-South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10 edit
Total	Always	All days	Hecker Court	Winter Street	East/West Alley	North	East	09-2-10
Total	8:15am-8:45am	School	Highwood Avenue	341' South of Melanie	456' North of Powers	North	East	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Koch Street	Summer Street	100' East	West	North	
Total	Always	All days	Koch Street	South 2nd Street	South 14th Street	East	Both	
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Market Street	North 19th Street	East dead end of stre	East-West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	8:15am-8:45am	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	McLean Street	151' West of 8th Stree	225' West of 8th Stre	West	North	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg	East	South	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	Meyers Court	South 12th Street	West end	East-West	Both	
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	North 18th Street	James Road	50' South of James R	South	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	North 2nd Street	Sommerset Street	Sheridan Road	North-South	Both	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 3rd Street	Court Street	Sommerset Street	North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	

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

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McL	North	East	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Str	South	West	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
Total	Always	All days	South 5th Street	130' south of Derby	Koch Street	South	West	08-27-12
15 mins	Always	All days	South 5th Street	Derby Street	130' south of Derby	South	West	08-27-12
15 minu	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillyer Street	St Joseph Place	North	Both	
Total	Always	All days	South 7th Street	95' South of Park Ave	180' South	South	West	12-14-09
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Str	North	East	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' S	North	Both	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vi	West	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
2 hours	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Willow Street	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Willow Street	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM: Amend Traffic Code Regarding Handicapped Parking Areas

AGENDA DATE REQUESTED: November 26, 2012

ACTION REQUESTED: Designate on-street handicapped stall on the east side of N. 19th Street just south of the sidewalk leading to the Pekin Housing Authority Office at 1901 Broadway Road.

BACKGROUND: The Pekin Housing Authority reconfigured their off-street parking area and ADA access and requests one handicapped parking stall on the street adjacent to their ADA ramp.

FINANCIAL IMPACT: One sign at a cost of up to \$200.

NEIGHBORHOOD CONCERNS: No significant concerns.

IMPACT IF APPROVED: Would allow ADA parking for the Pekin Housing Authority office.

IMPACT IF DENIED: There will be no ADA-accessible parking for the Pekin Housing Authority office.

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

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

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

Date

City Manager

Date

ORDINANCE NO. 1462-A320 - 12/13

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING HANDICAPPED SPACES**

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

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 Traffic Safety Committee reviewed the Pekin Housing Authority reconfigured off-street parking area and ADA access and requested one handicapped parking stall on the street adjacent to their ADA ramp at the meeting of November 2, 2012; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider designating a handicapped stall on the east side of N. 19th Street just south of the sidewalk leading to the Pekin Housing Authority Office at 1901 Broadway; and

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois to adjust the Code to reflect the current handicapped space signs that are in place in town; and

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

1. That Title 8, Chapter 4, Section 3. F. be amended by adding the following designated Handicapped Space:

Control	On Street	At or From	To	Direction	Location
Handicapped	N. Nineteenth St	South of Sidewalk	Housing Authority	East Side 19 th St	1 space

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

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2012.

Mayor

ATTEST:

City Clerk

- D. Violation of Handicapped Parking: No vehicle shall be parked in a space designated for vehicles for handicapped persons unless such vehicle shall have displayed thereon a handicapped person parking device as set forth in 8-4-3-A.
- E. Regulation of Handicapped Parking Areas: The City may regulate Handicapped Parking Areas on private property if such area is properly designated with a sign in the form and manner prescribed in 625 ILCS 5/11-301. This authority is granted regardless of whether the City has entered into a contract with the property owner.
- F. The following areas are designated as handicapped parking areas:
 (Ord No. 1462-A249 02-13-06) (Ord No. 1462-A262 06-11-07) (Ord. No. 1462-A286 11-24-08)
 (Ord No. 1462-A289 12-22-08) (Ord No. 1462-A320 11-26-12)

Control	On Street	At or From	To	Direction	Location
Handicapped	Court Street	N. Fifth Street	N. Fourth Street	West	1st space east of N 4th St.
Handicapped	Court Street	N. Third Street	N. Second Street	West	1st space E of Second St.
Handicapped	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4 th space E of S Capitol
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2 nd space west of S. Fourth St
Handicapped	N. Nineteenth St	South of Sidewalk	Housing Authority	East Side	19 th St 1 space
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	1st space appr. center of blk
Handicapped	Park Avenue	105' E. of 13 th St	135' E. of 13 th St	West	1 space by Pekin Hospital
Handicapped	S. Sixth Street	Broadway Road	St. Joseph Place	South	1 spaces W side str by PO
Handicapped	Sabella Street	Broadway Road	S. Capitol Street	West	1st space E of S Capitol/Elks
Handicapped	St. Mary Street	S. Fourth Street	S. Capitol Street	West	1st space W of S 4th/Herget
Handicapped	Capitol Street	Sabella Street	by City Hall	North	(2 spaces) 195' and 225' West
Handicapped	Sabella Street	Capitol Street	by City Hall	West	(2 spaces) 90' and 120' North
Handicapped	Capitol Street	Elizabeth Street	by Justice Center	South	(1 space) 20' South
Handicapped	Buena Vista	Washington Street	96' N of Washington	South	(1 space) St Paul's Church

PARKING LOTS

Handicapped	Water Street	Foot of Court Street	North-South	as marked in parking lot
Handicapped	Parking Lot A			3 spaces #800, 835, 836
Handicapped	Parking Lot B			1 space #313
Handicapped	Parking Lot E			3 spaces #21, 22, 23

8-4-4: SELLING VEHICLES ON STREETS; PEDDLING FROM VEHICLES: It shall be unlawful to park any vehicle upon any street for the purpose of displaying it for sale or to park any vehicle upon any business street from which vehicle merchandise is peddled.

8-4-5: UNATTENDED VEHICLES: No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition, effectively setting the brake and when standing upon any perceptible grade, turning the front wheels to the curb or side of the highway.

8-4-6: PRIMA FACIE PROOF: Whenever any vehicle shall have been parked in violation of the provisions prohibiting or restricting parking, the person in whose name



- D. Violation of Handicapped Parking: No vehicle shall be parked in a space designated for vehicles for handicapped persons unless such vehicle shall have displayed thereon a handicapped person parking device as set forth in 8-4-3-A.
- E. Regulation of Handicapped Parking Areas: The City may regulate Handicapped Parking Areas on private property if such area is properly designated with a sign in the form and manner prescribed in 625 ILCS 5/11-301. This authority is granted regardless of whether the City has entered into a contract with the property owner.
- F. The following areas are designated as handicapped parking areas:
(Ord No. 1462-A249 02-13-06) (Ord No. 1462-A262 06-11-07) (Ord. No. 1462-A286 11-24-08)
(Ord No. 1462-A289 12-22-08)

Control	On Street	At or From	To	Direction	Location
Handicapped	Court Street	N. Fifth Street	N. Fourth Street	West	1st space east of N 4th St.
Handicapped	Court Street	N. Third Street	N. Second Street	West	1st space E of Second St.
Handicapped	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4 th space E of S Capitol
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2 nd space west of S. Fourth St
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	1st space appr. center of blk
Handicapped	Park Avenue	105' E. of 13 th St	135' E. of 13 th St	West	1 space by Pekin Hospital
Handicapped	S. Sixth Street	Broadway Road	St. Joseph Place	South	1 spaces W side str by PO
Handicapped	Sabella Street	Broadway Road	S. Capitol Street	West	1st space E of S Capitol/Elks
Handicapped	St. Mary Street	S. Fourth Street	S. Capitol Street	West	1st space W of S 4th/Herget
Handicapped	Capitol Street	Sabella Street	by City Hall	North	(2 spaces) 195' and 225' West
Handicapped	Sabella Street	Capitol Street	by City Hall	West	(2 spaces) 90' and 120' North
Handicapped	Capitol Street	Elizabeth Street	by Justice Center	South	(1 space) 20' South
Handicapped	Buena Vista	Washington Street	96' N of Washington	South	(1 space) St Paul's Church

PARKING LOTS

Handicapped	Water Street	Foot of Court Street	North-South	as marked in parking lot
Handicapped	Parking Lot A			3 spaces #800, 835, 836
Handicapped	Parking Lot B			1 space #313
Handicapped	Parking Lot E			3 spaces #21, 22, 23

8-4-4: SELLING VEHICLES ON STREETS; PEDDLING FROM VEHICLES: It shall be unlawful to park any vehicle upon any street for the purpose of displaying it for sale or to park any vehicle upon any business street from which vehicle merchandise is peddled.

8-4-5: UNATTENDED VEHICLES: No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition, effectively setting the brake and when standing upon any perceptible grade, turning the front wheels to the curb or side of the highway.

8-4-6: PRIMA FACIE PROOF: Whenever any vehicle shall have been parked in violation of the provisions prohibiting or restricting parking, the person in whose name



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

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

AGENDA DATE REQUESTED: November 26th, 2012

ACTION REQUESTED: Approve Changer Order #1 for Phase 2B for the WWTP in the amount of \$51,602

DESCRIPTION: Phase 2B construction of the wastewater treatment plant commenced in May of 2012 with the continuation of construction of the new plant within the foot print of the existing plant. This change order includes deductions and additions for 15 items due to changes that were required once construction started with the field and building conditions verified and knowledge of the purchased equipment. Also modifications were needed to make sure that operation of the existing plant does not experience major interruptions. The larger change orders have to do largely with a temporary plant flow bypasses which have to be rerouted due to conflicts that were discovered during construction and are required to keep normal operation of the plant. The Original Contract Price for Phase 2B was \$14,850,000 with a loan contingency of \$445,500. Therefore there will be \$393,898 remaining in the contingency balance including this Change Order.

Due to the amount of paperwork associated with this change order, a copy of the complete change order will be available with the City Clerk instead of being incorporated in the packet.

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

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

NEIGHBORHOOD CONCERNS: None

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

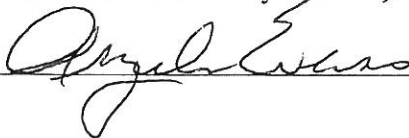
IMPACT IF DENIED: Work will be delayed which will cause failure to meet mandated completion date

ALTERNATIVES: N/A

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

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

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

✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 11/15/12	
Finance Department (Certification of Availability of Funds):	
Date: 11-15-12 	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 11/15/12	

RFPs and Change Order Summary for Phase 2B

11/9/2012

RFP Number	Date	Description	Corresponding RFI/ESI	Transmittal Number	Proposal Received	Proposal Amount	Negotiated Amount	Change Order Number
1	6/20/2012	Cleanouts Added to Contract	PH2A RFI #081	78		\$3,981.00	\$3,981.00	1
2	6/22/2012	ESI 002 - Local HOA Panel for Scum Transfer Pumps	ESI 002	84		\$928.00	\$928.00	1
3	6/28/2012	Remove Sampler Weatherguard Enclosure from Contract. Add a deck for sampler access	Shop Dwg 11185	108		(\$12,595.00)	(\$12,595.00)	1
4	7/11/2012	Remove GFI Outlet and Conduit allowance from Contract	Contractor's Request	144		(\$25,370.00)	(\$34,880.00)	1
5	7/17/2012	Sulfur Dioxide Equipment Room Expansion-RFP DELETED 7/18/2012		151		\$0.00	\$0.00	1
6	7/26/2012	Chlorine Solution piping to RAS forcemain		170		\$4,912.00	\$4,912.00	1
7	7/26/2012	Plant Flow Temporary Bypass Routing during Chlorine Contact Tank Construction		172		\$43,682.00	\$37,119.00	1
8R	8/9/2012	NPW Suction Header Revisions and isolation valves		189		\$18,016.00	\$18,016.00	1
9	8/16/2012	30-inch SA Manhole relocation	Cancelled/deleted	205		\$0.00	\$0.00	1
10	8/29/2012	Change of Type C Light Fixture to Match Phase 1 and 2A	Shop Dwg 16511 &16512	220		\$3,729.00	\$3,729.00	1
11	9/26/2012	Delete Fiber Fan Out boxes and Appurtenances Chlorine Building per RFO 014		250		(\$4,383.00)	(\$4,383.00)	1
12	10/1/2012	Modification to Chlorine Gas Detector Scope		251		\$3,742.00	\$3,742.00	1
13	10/5/2012	Sulfur Dioxide Equip Room (Rm 103) Window Size Change		259		(\$253.00)	(\$253.00)	1
14	10/12/2012	MH Adjacent to CSO Inlet Control Structure		266		\$19,674.00	\$17,384.00	1
15	10/17/2012	Allowable demolition near South Primary Clarifier and temporary 24" Bypass Pipe Total Change Order No. 1		280		\$15,247.00	\$13,902.00	1
16	10/18/2012	Ex. Influent Diversion Box (in Front St.) Rehabilitation		282				2
17	11/8/2012	Relocation of Vector Pad Concrete pavement repair at 30 in sewer below Front St. Total Change Order No. 2		325		\$0.00	\$0.00	2
			% of Construction					
Original Contract						\$14,850,000.00		
	CO #1		0.35%			\$51,602.00		
	CO #2					\$0.00		
	CO #3					\$0.00		
Total Change orders			0.35%			\$51,602.00		
Current Contract						\$14,901,602.00		
Loan Contingency			3.00%			\$445,500.00		
Remaining Loan Contingency			2.64%			\$393,898.00		

Change Order

No. 1

Date of Issuance: _____

Project: Wastewater Treatment Plant (STP #1) Improvements – Phase 2B

Owner: City of Pekin

Contract: Wastewater Treatment Plant (STP #1) Improvements – Phase 2B

Date of Contract: 5/7/2012

Contractor: Williams Brothers Construction, Inc.

Engineer's Project No.: 0110781.00

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

Description:

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

Attachments (list documents supporting change):

See Attached RFP's #1-15

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 14,850,000.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ N/A

Contract Price prior to this Change Order:

\$ 14,850,000.00

Increase of this Change Order:

\$ 51,602

Contract Price incorporating this Change Order:

\$ 14,901,602

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days X Calendar days

Substantial completion (days or date): 1020

Ready for final payment (days or date): 1050

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): N/A

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date): 1050

Ready for final payment (days or date): 1050

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

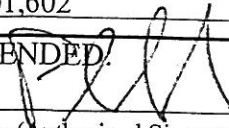
Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date): 1050

Ready for final payment (days or date): 1050

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 11/13/2012

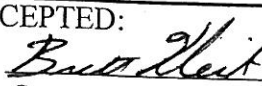
Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 11-13-12

Date: _____

ATTACHMENT #1

Change Order Items and Justification

1. RFP #001: Provision of cleanouts on all yard process sludge piping to allow maintenance cleaning and flushing of the piping. \$3,981.00
2. RPF #002: Adjust wiring terminations for pump station remote Hand-Off- Auto selector switches and MCC-B HOAs. \$928.00
3. RFP #003: Contract deduct for deletion of the sampler Weatherguard enclosures. Provision of a wooden platform to raise one sampler above the floodplain elevation. (\$12,595.00)
4. RFP #004R: Contract deduct for the GFI outlet allowance. (\$34,880.00)
5. RFP #005: DELETED
6. RFP #006: Provision of a 1-inch PVC pipe to feed chlorine solution to RAS piping from the chlorine building to the blower building.. This was an operational request by the owner and can be used to reduce filamentous algae in the activated sludge system. \$4,912.00
7. RFP #007: Provision of a temporary bypass pipe after the completion of the North Secondary Clarifier that connects the North Secondary Clarifier effluent to the existing chlorine contact basin. This bypass is required to continue to disinfect the plant effluent during Phase 2B construction. \$37,119.00
8. RFP #008: Combining non-potable water suction pipes into a single pipe and to allow a Chlorination Basin section to be taken out of service for maintenance without losing non-potable water system capacity. \$18,016.00.
9. RFP #009: Relocation of a manhole on the new 30-inch sanitary influent pipe and rerouting of the Excess Flow Basin drain down forcemain. This will allow the existing Chlorine Gas Feed and Blower Building to remain operational during Phase 2B construction. This was negotiated to be a no cost change order.
10. RFP #010: Light fixture revision. Deficiency with fixture supplied in previous Phase 1 construction requires revision for Phase 2B to an alternate fixture. \$3,729.00
11. RFP #011: Fiber Optic Fan-out boxes in the Chlorination/Dechlorination Building are deleted from the contract. The subcontractor will provide the fan-out boxes to the owner as spares. A contract deduct has been provided for the appurtenances related to the fan-out boxes. (\$4,383.00)
12. RFP #012: Deletion of one chlorine gas detector from the contract. Relocation of the other chlorine gas detector to outside the Chlorination/Dechlorination Building. Provision of wiring to sensors in the Chlorine Storage Tank Room and Chlorine Equipment Room and alarm lights and horn. \$3,742.00

13. RFP #013: Reduction in the window size in the Sulfur Dioxide Equipment Room of the Chlorination/Dechlorination Building. The reduced window size will allow more wall space for electrical equipment. (\$253.00)
14. RFP #014: Provision of a manhole directly east of the CSO Lagoon Inlet Structure. The manhole is required to bypass the 24-inch sanitary influent pipe around the construction area for the CSO Lagoon Inlet Structure. \$17,384.00
15. RFP #015: At the request of the contractor, Farnsworth Group has provided clarification on what existing structures, pipes, etc. can be demolished in the vicinity of the 1936 primary clarifiers. This also includes the provision of a temporary 24-inch pipe to bypass flow around the construction area of the South Primary Clarifier. This change order will assist the contractor with construction in this area and the change order amount has been negotiated to reflect this. \$13,902.00