



REGULAR COUNCIL MEETING TUESDAY, OCTOBER 14, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> VOTE REQUIRED		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting September 22, 2014.</i> VOTE REQUIRED		
6.0 PUBLIC INPUT ON THE AGENDA ITEMS, PUBLIC COMMENTS AND QUESTIONS <i>Speakers to state name. Speakers may address the Council on any topic.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Tazewell County Animal Control September Report; Building and Zoning Department July and August Reports; Human Rights Committee Minutes dated June 25, and August 27, 2014.		
7.2 MABAS - Mutual Aid Box Alarm System		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Ordinance No. 2709-14/15 – Accepting a Real Estate Sale Contract and Authorizing the Purchase of Real Property 04-10-02-407-016 DESCRIPTION: Acquisition of 1119 Derby Street from James C. Layne in the amount of \$80,000.00 for use necessary for resolution of occasional flooding in the area. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	DG	3

9.2 Illinois Department of Transportation Agency Agreement DESCRIPTION: Joint Agreement with IDOT for the District 4 Miscellaneous Signal Work 2015. Work includes replacement of LED traffic light modules and backup batteries on State Routes. City is responsible for \$6,077.00 of estimated total cost of \$355,810.00. ACTION: Motion to approve the agreement. VOTE REQUIRED	MG	3
9.3 Resolution No. 107-14/15 – Appropriation of Motor Fuel Tax DESCRIPTION: Authorizes MFT funding for local share of 2% of the miscellaneous Traffic Signal Work 2015 along state highways in the amount of \$7,600.00. ACTION: Motion to adopt the resolution. VOTE REQUIRED	MG	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Staff 10.2 Council 10.3 Press		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c)		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG Darin Girdler City Manager

MG Michael Guerra City Engineer

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, SEPTEMBER 22, 2014 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, GILLESPIE, GOLDEN, ORRICK, HENDRICKS,
MCCABE AND BARRA**

ABSENT: NONE

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

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

AGENDA

Motion by Council Member McCabe, 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 Abel, seconded by Council Member Gillespie that the **minutes of the Regular City Council Meeting of September 8, 2014 be approved as written**.

PUBLIC INPUT ON AGENDA ITEMS

Chad Schmidgall, 2116 Wildwood, told the Council he was present to speak in favor of the ordinance to limit public input to the beginning of the meetings. He stated Council meetings were not the only venue for residents to express concerns and that staff was available throughout the week. He had experienced as a Council Member persons having to wait until the end of a meeting to speak deterred attendance at the meetings.

Jim Mangan, 1200 Parkway Drive, spoke in opposition to a change in public input he felt was deceitful effort to depress and sabotage information.

Carol Monks, 1006 South 10th Street, encouraged the Council to approve a four-way stop at South 10th Street and Oxford Street. She submitted a petition of support signed by residents of the area.

Paul Cargill, 913 Oxford, was not in favor of placing stop signs at the intersection of South 10th Street and Oxford Street. He would be backing from his driveway at the curve into a 4-way intersection stop.

Josh Bonnet, 1004 Oxford, spoke in support of Council's approval to accept the recommendation of the TSC and approve Oxford at 10th Streets stop sign placement for safety reasons. Mr. Bonnet said he had observed the spending of large amounts of taxpayer dollars for the airport. After visiting and receiving an explanation of the expenses and income he began to see sense in the improvements. He asked Council to consider 10 minutes of public input.

Sally Johnson, 1503 N. 13th Street, told the Council that the public has the right to speak and expressed her concern of changing the order of business. She requested that problems with the rebroadcast of the meetings be fixed.

Robert Bramham, 2108 Velde Drive, addressed the Council on the prison's use of the airport and expressed his concern regarding the news of future expansion of a prison. He commented that wastewater change orders should be paid by the party making mistake not the taxpayers. He also expressed concern that public comments were being left out of the Council minutes.

Larry Mayberry, 2106 Vista Del Rio, spoke to the change to the order of business and noted Council powers were not to be used to censor what public had to say. He commented that the change limited opportunity to express concerns.

Ann Witzig, 11501 Antioch Road, Tremont, told Council Members that everyone has the right to express themselves.

Larry Wolfer, 1931 Dane-Kelsey, spoke of his displeasure of the expense of the Waste Water Treatment Plant Improvement Project. The public needed a complete expense analysis. He expressed concern that the City was in violation by allowing raw sewerage discharge into the river that and had not received a variance from the Illinois Environmental Protection Agency.

CONSENT AGENDA

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

Receive and File Monthly Reports: Traffic Safety Committee Minutes September 5, 2014; Tazewell County Animal Control August Report; Police Department August Report; Liquor Commission Minutes August 28, 2014.

On roll call vote all present voted Aye

NEW BUSINESS

ORDINANCE NO. 1462-A338-14/15 **AMENDING TITLE 8, CHAPTER 2, SECTION 9** **OF THE CODE OF THE CITY OF PEKIN 1995** **REGARDING AUTHORIZED STOP SIGNS**

Motion by Council Member Golden, seconded by Council Member Orrick that Ordinance No. 1462-A338-14/15 be adopted. Police Chief Greg Nelson advised that neighbors had long complained about the speed and amount of traffic at the intersection that had a significant curve and limited visibility. A recommendation to reduce the speed to 25 mph failed at a previous Council Meeting. Traffic Safety Committee reconsidered and recommended to make S. 10th Street and Oxford a four way stop. Comments were received from Council: McCabe – stop signs were a step in the right direction. Alarming to witness vehicles going too fast taking kids to Wilson School.

Hendricks – appreciated TSC working with residents to resolve the complaints and work toward the same goals to slow traffic.

Mayor - relatives take 9th Street to avoid the area.

Abel and Orrick – safety was first concern. Also school bus speed a concern.

Gillespie – from police experience, public safety usually does not use stops to slow traffic but understood the odd intersection which could benefit from the change.

Golden – better solution of safety bumps were suggested.

On roll call vote all present voted Aye.

Motion by Council Member Gillespie, seconded by Council Member Abel that **CHANGE ORDER #5 WASTEWATER TREATMENT PLANT PHASE 2B in the amount of \$103,485.00** be approved. City Engineer Michael Guerra presented the Change Order that Council had been made aware of at the meeting of August 25, 2014. The 5th change included additions for 3 items and deletion of 1 item needed to complete the construction of the CSO lagoon. Mr. Guerra advised the change would exceed the loan contingency of 3% making \$42,603.00 the City's responsibility not incorporated into the low interest loan. Council Member Golden noted he had requested a breakdown of the construction costs of the WWTP projects Phase 1 and 2. He suggested that Council receive all minutes of the treatment plant construction bi-weekly minutes. Council Member Golden discussed with Mr. Guerra the City's policy for proposal/bid process requirements and expressed his concerns that the process was in violation of the law. Attorney Burt Dancey advised that under manager form of government the Council was to set policy and direct staff but to stay out of operational details. It was Attorney Dancey's opinion that change orders met the contingency process which was part of the contract documents to conform with the law. On roll call vote Ayes, Orrick, Gillespie, McCabe, Abel, Hendricks, Barra; Nay, Golden. Motion Carried.

Motion by Council Member Gillespie, seconded by Council Member Orrick that **AGENCY AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION AIRPORT IMPROVEMENT PROGRAM** be approved. City Engineer Michael Guerra advised the Council of the State agency agreement for funding local share for the runway project approved at the August 25, 2014 Council Meeting. He stated the project was to replace the runway sub grade drainage system and install transverse drainage; remove and replace bituminous pavement; and re-mark the runway. The 5% City share was \$20,470.00 of a \$409,400.00 project. On roll call vote Ayes, Orrick, Gillespie, McCabe, Abel; Nays, Golden, Hendricks. Motion Carried.

ORDINANCE NO. 2708-14/15
AMENDING TITLE 1, CHAPTER 5, SECTION 5
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING ORDER OF BUSINESS

Motion by Council Member Hendricks, seconded by Council Member McCabe that Ordinance No. 2708-14/15 be adopted. The ordinance amended the administration section of the Code for protocols for public comment to facilitate the efficient conduct of business. Corporation Counsel Burt Dancey advised that by comparison to municipalities throughout Illinois, the containment of all Public Comments on any subject to just the 5 minutes at the beginning of the meeting was reasonable, open and liberal as other municipalities compared. He also advised that the Council was not required to debate matters with the public. Discussion followed Council Members voiced their support or expressed their concerns of limiting public comment to the beginning of the meeting. On roll call vote Ayes, Gillespie, McCabe, Abel, Barra; Nays Golden, Orrick. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members, Staff Members, and the public were given the opportunity to express their concerns, make comments or ask questions.

EXECUTIVE SESSION

Motion by Council Member Hendricks, seconded by Council Member Abel that the Council move to Executive Session at 8:00 p.m. to discuss 65 ILCS 120/2 (c) (6.) Lease of Municipally Owned Property and (5.) Purchase of Property. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 8:10 P.M.

Sue E. McMillan
City Clerk

Tazewell County Animal Control

City: City of Pekin

Date:

Billing for Month of:

September 2014

\$3,753.83

Tazewell Animal Control

Po Box 158

Tremont, IL 61568

City of Pekin

111 S. Capitol Room 242

Pekin, IL 61554

Animal Counts Brought in by Wardens between September 1, 2014 and September 30, 2014

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	LOHNES	City	335 PRINCE	9/16/2014	Cat	DSH	E	8	141407
	LOHNES	City	1107 KOCH ST	9/16/2014	Cat	DSH	E	8	141405
	LOHNES	City	400 BLK N 4TH	9/16/2014	Dog	BEAGLE MIX	R	9	141399
	LOHNES	City	FOOD DEPOT (COURT ST)	9/16/2014	Dog	LAB			141395
	LOHNES	City	1113 JANSSEN	9/9/2014	Cat	DSH	E	8	141361
	LOHNES	City	510 S 10TH	9/9/2014	Other	SQUIRREL	E	0	141368
	LOHNES	City	401 CAPRI	9/10/2014	Cat	DMH	E	7	141371
	LOHNES	City	1612 GRAND LAKE	9/9/2014	Other	RACCOON	E	0	141367
	LOHNES	City	1113 JANSSEN ST	9/9/2014	Cat	DSH	E	8	141360
	LOHNES	City	100 TAPS LANE	9/8/2014	Dog	ROTT MIX	E	11	141356
	LOHNES	City	1208 S 3RD	9/8/2014	Cat	DSH	E	7	141355
	LOHNES	City	109 HENRIETTA	9/8/2014	Cat	DSH	E	7	141354
	LOHNES	City	1027 MAPLE	9/8/2014	Cat	DSH	E	0	141351
	LOHNES	City	HANNA DR	9/3/2014	Cat	DSH	E	12	141327
	LOHNES	City	HANNA DR	9/3/2014	Cat	DMH	E	12	141326
	SANDER	City	1319 CHESTNUT	9/6/2014	Other	RACCOON	E	0	141349
	SANDER	City	105 FAYETTE	9/6/2014	Dog	BASSETT/CHO	R	2	141347
	SANDER	City	1300 S 10TH	9/6/2014	Dog	LAB	R	2	141346
	MORTIM	City	106 COTTAGE GROVE	9/27/2014	Cat	DSH			141482
	MORTIM	City	106 COTTAGE GROVE	9/27/2014	Cat	DSH			141481
	MORTIM	City	1526 SARA LN	9/11/2014	Dog	SIBERIAN HUSKY	R	1	141372
	LOHNES	City	39 N 20TH	9/4/2014	Dog	PUGGLE			141332
	HARMS	City	1505 SARATOGA	9/5/2014	Other	RABBIT	REL	0	141343
	LOHNES	City	1400 KNAPP	9/18/2014	Dog	PIT	E	11	141436
	HARMS	City	PEKIN HOSPITAL	9/1/2014	Other	OPPOSUM	E	1	141309
	HARMS	City	204 CATHERINE	9/1/2014	Other	BAT	E	1	141310
	HARMS	City	1511 C FISHER	9/2/2014	Cat	SIAMESE MIX	R	6	141311
	HARMS	City	1201 HAWTHORNE	9/2/2014	Other	LAB	R	0	141312
	HARMS	City	100 TAPS LANE	9/2/2014	Dog	LAB MIX	E	8	141313
	HARMS	City	1134 N 16TH	9/2/2014	Dog	TERRIER MIX	R	1	141316
	LOHNES	City	1607 KOCH ST	9/29/2014	Dog	PIT MIX			141484
	HARMS	City	328 PARK RIDGE	9/5/2014	Cat	DSH	E	14	141339
	LOHNES	City	1300 BLK 12TH ST	9/26/2014	Dog	SHEP MIX	R	3	141476
	HARMS	City	640 S 11ST	9/25/2014	Dog	HUSKY MIX	E	1	141471
	HARMS	City	13649 2ND ST	9/11/2014	Dog	SHEPARD MIX	E	0	141375
	HARMS	City	66 N 20TH	9/11/2014	Dog	LAB	R	0	141376
	HARMS	City	1200 CATHERINE	9/12/2014	Dog	PIT	R	0	141382
	HARMS	City	1200 CATHERINE	9/12/2014	Dog	AMERICAN BULL	R	0	141383
	HARMS	City	1200 CATHERINE	9/12/2014	Cat	DSH	E	7	141385
	HARMS	City	JEFFERSON SCHOOL	9/21/2014	Dog	JACK RUSS			141443
	HARMS	City	1712 CRESENT	9/24/2014	Other	RACCOON	E	0	141456
	HARMS	City	105 N 14TH	9/4/2014	Dog	DACHSHUND	A	18	141334
	LOHNES	City	1402 JEROME	9/18/2014	Cat	DSH	E	6	141437
	HARMS	City	1304 WINDFLOWER	9/29/2014	Dog	ST BERNARD			141486
	HARMS	City	1304 WINDFLOWER	9/29/2014	Dog	PIT	E	2	141485
	LOHNES	City	1203 DELL	9/23/2014	Cat	DSH	E	8	141453
	HARMS	City	1611 KOCH	9/29/2014	Cat	DSH			141488
	HARMS	City	BOW WOW BOUTIQUE/ IN THE	9/29/2014	Dog	PIT	R	1	141487
	LOHNES	City	1600 MATILDA	9/23/2014	Dog	PIT	E	1	141451
	LOHNES	City	614 ANN ELIZA	9/18/2014	Cat	DSH	E	0	141432
	LOHNES	City	613 EVERETT	9/17/2014	Dog	PIT			141414
	HARMS	City	1448 PARK AVE	9/24/2014	Cat	DSH			141461
	LOHNES	City	1704 N 14TH	9/19/2014	Cat	DSH	E	12	141440
	HARMS	City	100 TAPS LANE	9/26/2014	Dog	TERRIER			141479

MORTIM City 2103 SUNSET
LOHNES City 1219 S 13TH
LOHNES City 613 EVERETT

9/9/2014
9/25/2014
9/17/2014

Dog PIT
Dog BOXER
Dog PIT

E

20

141357

141470

141415

Total Dogs picked up in Pekin: 28

Total Cats picked up in Pekin: 21

Total Others picked up in Pekin: 8

49
57

imal Counts Brought in by Individuals between September 1, 2014 and September 30, 2014

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individual	City	327 CATHERINE	9/15/2014	Cat	DSH	E	9	141394
	Individual	City	328 PARK RIDGE	9/5/2014	Cat	DSH	E	14	141338
	Individual	City	328 PARK RIDGE	9/5/2014	Cat	DSH	E	14	141339
	Individual	City	328/ PARK RIDGE	9/5/2014	Cat	DSH	E	14	141340
	Individual	City	328/ PARKRIDGE	9/5/2014	Cat	DSH	E	14	141341
	Individual	City	WALMART PARKING LOT	9/9/2014	Cat	DSH	E	10	141358
	Individual	City	328 PARK RIDGE	9/5/2014	Cat	DSH	E	12	141337
	Individual	City	343 S 4TH APT 509	9/12/2014	Cat	DSH	E	7	141387
	Owner R	City	405 CYPRESS ST	9/25/2014	Dog	CHI	E	0	141472
	Individual	City	909 WASHINGTON	9/24/2014	Other	BAT	D	0	141454
	Individual	City	HANNA DR	9/24/2014	Dog	GERM SHEP			141460
	Owner R	County	AMERICA	9/9/2014	Dog	TERRIER MIX	E	0	141359
	Owner R	City	13649 2ND ST	9/11/2014	Dog	SHEPARD MIX	E	0	141375
	Owner R	City	315 EDGEWOOD DR	9/23/2014	Cat	DLH	E	1	141450
	Owner R	City	1005 VEERMAN APT.#8	9/25/2014	Dog	CHI	E	0	141469
	Individual	City	327 CATHERINE	9/9/2014	Cat	DMH	E	6	141362

Total Dogs picked up in Pekin: 5

Total Cats picked up in Pekin: 10

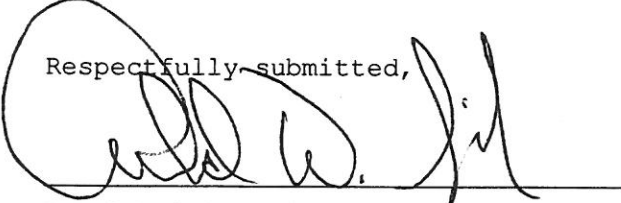
Total Others picked up in Pekin: 1

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
August '2014

	PERMITS	VALUE	FEEs
BUILDING DEPT	65	\$ 1,425,575.00	\$ 15,376.50
ELECTRIC DEPT	26	\$ 7,342.00	\$ 840.00
HVAC DEPT	18	\$ 17,900.00	\$ 500.00
PLUMBING DEPT	23	\$.00	\$ 666.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	2		\$ 40.00
SEWER PERMITS	9		\$ 495.00
SEWER TAP RES	2		\$ 3,200.00
SEWER TAP COMM	1		\$ 2,000.00
DEPARTMENT TOTAL	146	\$ 1,450,817.00	\$ 23,117.50

TOTAL CODE ENFORCEMENT COMPLAINTS - 491

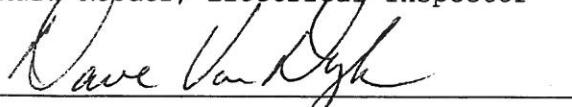
Respectfully submitted,



Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2014

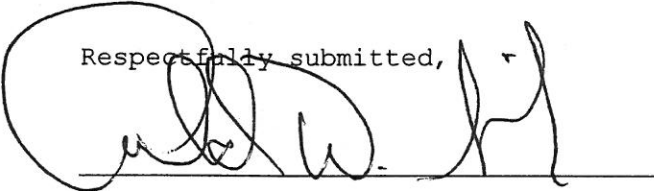
MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG PERMITS								
JANUARY	2.00	\$358,064	2.00	\$36,210	9.00	\$2,482,503	17.00	\$448,504	2.00	\$950	2.00	\$0	\$3,326,231	34.00					
FEBRUARY	1.00	\$167,355			4.00	\$33,970	5.00	\$23,200	1.00	\$2,500			\$227,025	11.00					
MARCH	1.00	\$175,260			6.00	\$64,274	10.00	\$309,920	4.00	\$3,882	3.00	\$0	\$553,336	25.00					
APRIL	5.00	\$669,663	4.00	\$34,300	7.00	\$462,050	23.00	\$294,260	31.00	\$73,602	2.00	\$0	\$1,543,075	75.00					
MAY	3.00	\$605,230	3.00	\$20,999	9.00	\$81,683	33.00	\$986,604	44.00	\$76,036		1.00	\$1,770,552	93.00					
JUNE	2.00	\$341,637	4.00	\$49,385	7.00	\$6,418,015	15.00	\$79,011	36.00	\$69,335	4.00	\$0	\$6,957,383	69.00					
TOTAL 6 MO.	14.00	\$1,808,217	13.00	\$91,509	42.00	\$1,090,510	103.00	\$2,439,268	118.00	\$154,470	11.00	\$0	\$15,150,577	346.00					
JULY	4.00	\$672,089	3.00	\$44,000	3.00	\$277,360	20.00	\$112,354	39.00	\$70,365	2.00	\$0	\$1,176,168	71.00					
AUGUST	3.00	\$308,293	3.00	\$49,400	5.00	\$56,650	17.00	\$338,093	24.00	\$35,139	6.00	\$0	\$1,425,575	63.00					
SEPTEMBER													\$0	0.00					
OCTOBER													\$0	0.00					
NOVEMBER													\$0	0.00					
DECEMBER													\$0	0.00					
TOTAL 6 MO.	7.00	\$980,382	6.00	\$93,400	8.00	\$334,010	37.00	\$450,447	63.00	\$105,504	8.00	\$0	\$1,601,743	134.00					
YEAR	21	\$2,788,599	19.00	\$184,909	0.00	\$0	5.00	\$647,200	50.00	\$3,424,520	140.00	\$2,489,735	181.00	\$259,974	19.00	\$0	\$0	\$16,752,321	430.00

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
July '2014

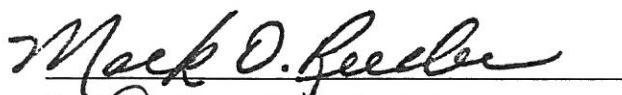
	PERMITS	VALUE	FEEES
BUILDING DEPT	71	\$ 1,178,168.00	\$ 17,107.00
ELECTRIC DEPT	29	\$ 25,892.00	\$ 5,400.00
HVAC DEPT	34	\$ 109,568.00	\$ 7,186.00
PLUMBING DEPT	21	\$.00	\$ 331.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	1		\$ 20.00
SEWER PERMITS	12		\$ 705.00
SEWER TAP RES	2		\$ 3,200.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	170	\$ 1,313,628.00	\$ 33,949.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 258

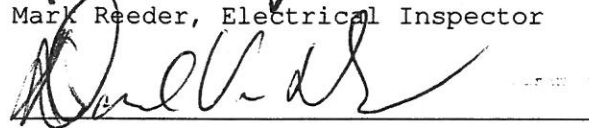
Respectfully submitted,



Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2014

BUILDING REPORT 2014																	
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	\$358,064	2.00	\$36,210	9.00	\$2,482,503	17.00	\$448,504	2.00	\$950	2.00	\$0	\$3,326,231	34.00			
FEBRUARY	1.00	\$167,355			4.00	\$13,970	5.00	\$23,200	1.00	\$2,500			\$227,025	11.00			
MARCH	1.00	\$175,260			6.00	\$64,274	10.00	\$309,920	4.00	\$3,882	3.00	\$0	\$553,336	25.00			
APRIL	5.00	\$669,663	4.00	\$34,300	7.00	\$462,050	23.00	\$294,260	31.00	\$73,602	2.00	\$0	\$1,543,075	75.00			
MAY	3.00	\$605,230	3.00	\$20,999	9.00	\$81,683	33.00	\$986,604	44.00	\$76,036	1.00	\$0	\$1,770,552	93.00			
JUNE	2.00	\$341,637	4.00	\$49,385	7.00	\$6,418,015	15.00	\$79,011	36.00	\$69,335	4.00	\$0	\$6,957,383	69.00			
TOTAL 6 MO.	14.00	\$1,808,217	13.00	\$91,509	42.00	\$3,099,510	103.00	\$2,839,288	118.00	\$154,470	11.00	\$0	\$14,150,577	196.00			
JULY	4.00	\$672,089	3.00	\$44,000	3.00	\$277,360	20.00	\$112,354	39.00	\$70,365	2.00	\$0	\$1,176,168	71.00			
AUGUST													\$0	0.00			
SEPTEMBER													\$0	0.00			
OCTOBER													\$0	0.00			
NOVEMBER													\$0	0.00			
DECEMBER													\$0	0.00			
TOTAL 6 MO.	4.00	\$672,089	3.00	\$44,000	3.00	\$277,360	20.00	\$112,354	39.00	\$70,365	2.00	\$0	\$1,176,168	71.00			
YEAR	18	\$2,480,306	16.00	\$135,509	\$0	\$0	\$0	\$9,200	45.00	\$3,367,870	123.00	\$2,151,642	\$224,835	13.00	\$0	\$15,326,746	367.00

City of Pekin
Human Rights Committee
June 25, 2014
Minutes

- I. Welcome and introductions – Meeting called to order by Michelle Moul at 7:30am. Present: Telesia Crnkovich, Melinda Figge, Bill Fleming, Roger Goodson, Lynn Johnson, Michelle Moul, Danielle Owens, and Becky Saban.
- II. Approval of minutes (March) – On a motion by Goodson, second by Figge, the minutes of the April 23rd meeting were approved.
- III. Correspondence and feedback – None
- IV. Old Business
 - A. Come Together Plaque – The plaque explaining the Come Together artwork is ready to go. Hopefully the artwork and the plaque will soon be hanging in the lobby at City Hall.
 - B. HRC message / service organizations / possible outlines – Figge is on the schedule at Rotary in late September, and Anderson in on the Kiwanis schedule on September 2nd. Community Reads starts on October 3rd, so this would be a great opportunity to focus on that event, as well as our Snow Angels project.
 - C. Community read project update – The Library and YWCA will match a \$3,100 grant for the community read project. *A Lesson Before Dying* by Ernest J. Gaines will be the book. It will kick-off with an event on October 3rd. The Coalition for Equality/YWCA are trying to get the author of *Dead Man Walking* to speak. The read project will end with the Night Out Against Crime event on October 23rd. Our committee will use our October 22nd meeting as a “book club” discussion of the book. till waiting on grant news. Additionally, the Coalition is publishing a Dirksen/Civil Rights Act book geared towards the very young students. That will be their book to read during the Community Reads project.

- D. All the Little Snow Angels – We now have December 5th at the Speakeasy reserved for this event. That is part of the Pekin Main Street Christmas on Court event. Moul hopes the Hallmark author can come to town on Thursday evening, speak to the students in the classrooms on Friday, and then participate in our event Friday evening..

V. New Business

- A. International Diversity Fair– Our subcommittee has met and is planning the event for Saturday, August 30th from 1 to 4pm at the Speakeasy, the on Court Street. The committee is working on food, arts and music.
- B. Splish Splash Family Fest – Friday evening, July 11th, on the Riverfront. We were asked to participate, but will likely just try to get our banners displayed.
- C. Promotional items – We discussed the need to approach the City to purchase promotional items with the HRC logo or message. These could be given away at events like Night Out Against Crime.

VI. Other business to come before the committee

- A. Committee members - none
- B. Committee advisory members - none
- C. City staff - none
- D. Public - none
- E. Press - none

IV. Adjournment – Meeting adjourned at 8:05

City of Pekin
Human Rights Committee
August 27, 2014
Minutes

- I. Welcome and introductions – Meeting called to order by Michelle Moul at 7:30am. Present: Telesia Crnkovich, Melinda Figge, Bill Fleming, Roger Goodson, Lynn Johnson, Michelle Moul, Danielle Owens, Becky Saban and Linda Seth. Also present: Pamela Anderson and Reena Pulfrey.
- II. Approval of minutes – On a motion by Goodson, second by Crnkovich, the minutes from the July 23 meeting were approved as distributed.
- III. Correspondence and feedback – None
- IV. Old Business
 - A. Diversity Festival – The subcommittee presented the schedule of events for this Saturday's event. The event has been promoted in the schools and is receiving other great publicity. Michelle will also be on TV on Friday promoting the event.
 - B. Community Reads – Most of the events are set, though the library is still looking for a main speaker. The event kicks off on October 7th, and committee meeting on October 22nd will be our "book club" and the event ends on October 23rd with Night Out Against Crime.
 - C. Night Out Against Crime – We will have a booth at the October 23rd Night Out Against Crime. Illinois American has donated a box of "diversity" themed book marks we can give away. The PCHS graphics students will create a banner that follows the bookmark theme, with a pledge to sign.
 - D. All the Little Snow Angels – The author's flight is booked. Michelle & Linda will work on her schedule.

- E. Sign from Sign Shop – We still do not have a sign. The check will be no good after the end of the month. Pamela will call to tell them if we can't have the sign by Saturday we will cancel the order.

V. New Business

- A. Affirmatively Furthering Fair Housing – Pamela attended a recent training on this topic, which was required by the CDBG program.
- B. Event/Training – Pamela also presented information on “Bridges out of Poverty.” She will email the committee information on this training program that might be an opportunity for community-wide training in Pekin.
- C. Kiwanis Program – Figge and/or Anderson will be the program at next week's Kiwanis meeting. They will talk about the HRC and our upcoming events.

VI. Other business to come before the committee

- A. Committee members – FCI Pekin will celebrate Diversity/Inclusion Day on Thursday. They have modeled some of their activities after the HRC's Diversity Festival. September 15th to October 15th will be celebrated as Hispanic Cultural Month at FCI Pekin. They will also celebrate their 20th anniversary in September.
- B. Committee advisory members - none
- C. City staff – Pamela reported the City has purchased two tables for Peoria's 2015 MLK luncheon. East Peoria also has an HRC, but they seem to be struggling a little. There may be an opportunity for us to work together in the future on different events or projects. Pamela also expressed her appreciation the HRC's work this summer while she was absent with health issues.
- D. Public – Reena Pulfrey presented copies of her college research project: Changes in Race Relations in Pekin, IL, A Qualitative Study. The report covered the changes in Pekin during the past 34 years. Pamela has read the report and thought it was very well done.
- E. Press – none

IV. Adjournment – Meeting adjourned at 8:31

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
May 8, 2014; 4:00 pm

Attending: Leia Stewart, James Kolzow, Perry Martin, Libby Holbrook, Roy Davis & Pamela Anderson

- I. Welcome and introductions
- II. Approval of minutes (October 2013 & March 2014) L. Holbrook 1st & L. Stewart 2nd; all ayes
- III. Old business
 - A. Update on ADA sidewalk project [2012 (\$87,740.98) & 2013 (\$68,078.43)] \$207,317.41 total;
 - B. Public Speaking -continued discussion; Mike, Libby, Perry and Leia interested in participating
 - C. Wellness day at Pekin High School recap - The Mayor's Advisory Committee for People with Disabilities participated in Wellness Day at Pekin Community High School District #303 on April 25, 2014. Our theme was 'Life Goes On' – with or without a disability, your dreams are still achievable. The following were activities that the Committee put together for the High School students to participate with:
 - 1. To simulate a stroke: participants bound their legs with a band and then walked with a walker for 40 feet
 - 2. To simulate the disability of mute and loss of the use of an arm: participants opened an plastic Easter egg, within the egg was an object, the person had to communicate what the object was to their partner without talking or pointing to the object. Once the partner guessed correctly what the

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
May 8, 2014; 4:00 pm

object was, the participant had to place the paper in the egg and close the egg with one hand.

- D. City of Peoria ADA Committee meeting – September or October 2014; contact Peoria and coordinate.

IV. New business

- A. Discussion on having a chair, 2nd chair and secretary; nominations will occur at the next scheduled meeting

V. Correspondence / around the table

- A. TCRC kitchen is still working on their commercial license and doing a lot of catering

VI. Adjourn

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
July 10th, 2014; 4:00 pm

Attending: Roy Davis, Perry Martin, James Kolzow, Mike Williamson, Leia Stewart and
Pamela Anderson

- I. Welcome and introductions
- II. Approval of minutes - 1st P. Martin, 2nd J. Kolzow, all ayes
- III. Old business
 - A. Update on 2013 ADA sidewalk project \$241,742.30 total expended, 1, 053 people benefitted from project
 - B. Public Speaking (continued discussion) Kiwanis September 16th, 2014 – brainstormed on ideas for presentation (1 out of 7 people will have a disability affect their lives this year; this is an average statistic, it could be anybody); other speaking possibilities discussed (health fairs, ICC/Bradley, Rotary, Chamber event, & Miller Center)
 - C. City of Peoria ADA Committee meeting – reach out to City of Peoria to see about a joint meeting of Committees in Sept/October
 - D. Review of priorities – not discussed
- IV. New business
 - A. 2014 ADA sidewalk project – brainstorming on areas to locate this project; Committee recommends two areas – within the public housing areas on Broadway and around the Pekin Public library, YWCA and Golden Arms

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
July 10th, 2014; 4:00 pm

V. Correspondence / around the table

- A. R. Davis inquired about how the City Link public hearing meeting at the Pekin Library went; City staff will invite appropriate City staff to our next meeting for an update on City Link

VI. Adjourn

*Conduct Agenda
14th.*



MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W. Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

PRESIDENT

Jeffrey Macko, Chief
Cary Fire Protection District
400 Cary-Algonquin Road.
Cary, IL 60013
847-639-2121
chief@caryfire.com

1st VICE PRESIDENT

Terrence Lipinski, Chief
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
708-906-9510
lipinski@mabas-il.org

2ND VICE PRESIDENT

Harry Tallacksen, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
815-262-4374
tallacksen@mabas-il.org

TREASURER/COMPTROLLER

Paul Maplethorpe, Chief
Greater Round Lake FPD
409 Nippersink Rd.
Round Lake, IL 60073
847-546-6001
chief@rflfire.org

CHIEF EXECUTIVE OFFICER

James P. Reardon, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
847-727-6331
reardon@mabas-il.org

July 29, 2014

To: MABAS Division Boards
MABAS Staff

From: James P. Reardon, CEO

Ref: MABAS Contract Addendum Action
Completion Date: January 1, 2015

As MABAS membership may recall, a discussion has been ongoing for nearly a year regarding the needed MABAS Contract Addendum and Authorizing Ordinance for all member fire departments and districts to approve. The Addendum matter is required so MABAS member agencies are compliant with FEMA Recovery Policy (RP9523.6) reference reimbursement claims for disaster mobilizations associated with the federal requirements of the Stafford Act.

The attached documents are designed to establish guidelines for reimbursements associated with mutual aid assistance to significant events. The intent is NOT to begin the practice of charging for daily mutual aid assistance. The intent is to assure all MABAS member agencies are compliant with FEMA Policy and reimbursements.

At the July 24, 2014 MABAS Executive Board meeting the final documents were distributed in board packets regarding the MABAS Contract Addendum. Discussion and questions were answered with final direction given. At the request of attendees, the following attachments are provided to assist MABAS member departments and districts in completing the task by January 1, 2015.

The attachments include:

- MABAS Contract Addendum dot point explanation
- Memo dated July 1, 2014 providing instruction and guidance of MABAS Contract Addendum
 - The MABAS Addendum requiring Department/District action by January 1, 2015
 - The Ordinance and Secretary/Clerks Certificate requiring action by January 1, 2015 (Illinois and non-Illinois version included – see footnotes)
- FEMA Recovery Policy RP9523.6 (Nov. 10, 2012)
- MABAS PowerPoint – Contract Addendum February, 2014

Your assistance in completing this very important Addendum matter is appreciated.

**PRESIDENT**

Jeffrey Macko, Chief
Cary Fire Protection District
400 Cary-Algonquin Road.
Cary, IL 60013
847-639-2121
chief@caryfire.com

1st VICE PRESIDENT

Terrence Lipinski, Chief
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
708-906-9510
lipinski@mabas-il.org

2ND VICE PRESIDENT

Harry Tallacksen, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
815-262-4374
tallacksen@mabas-il.org

TREASURER/COMPTROLLER

Paul Maplethorpe, Chief
Greater Round Lake FPD
409 Nippersink Rd.
Round Lake, IL 60073
847-546-6001
chief@rlfire.org

CHIEF EXECUTIVE OFFICER

James P. Reardon, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
847-727-6331
reardon@mabas-il.org

MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W. Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

July 1, 2014

To: All MABAS Divisions and MABAS Member Agencies

From: Chief Jeff Macko, MABAS-Illinois President
Chief Jay Reardon, MABAS-Illinois CEO

Re: MABAS Contract Addendum
FEMA/Stafford Act Policy Requirement

Goal: To have all 1,175 MABAS Member Agency elected or appointed Policy Boards (City Councils, District Trustee Boards) approve, sign, and forward the attached MABAS-Illinois Contract Addendum, Ordinance and Secretary/Clerk's Certificate and forward in accordance with instructions listed by January 1, 2015.

Purpose: To gain compliance with FEMA Recovery Policy (RP9523.6 attached) reference "Mutual Aid Agreements for Public Assistance and Fire Management Assistance". The purpose includes eligibility of MABAS-Illinois resources and capabilities for Federal Declaration of Disaster reimbursements under the Stafford Act.

Intent: The intent of the MABAS Contract Addendum is NOT to begin or establish fees or costs for mutual aid services provided through the MABAS System but rather establish a guideline for recouping and making whole communities who provide MABAS mutual aid at events which might be prolonged in nature (8 hours or more), provide mechanisms to donate the cost of services provided. Further, through the Addendum's signing and MABAS Member Agency elected and appointed Boards satisfy eligibility requirements for noted FEMA Recovery Policy RP9523.6.

Instructions:

The following documents are included as attachments:

- A) 1) Mutual Aid Box Alarm System First Addendum to MABAS Master Agreement. The document is two pages in length.
- 2) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document
- 3) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For non-Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document
- 4) FEMA Recovery Policy RP9523.6 Mutual Aid Agreements for Public Assistance and Fire Management Assistance. The document is nine (9) pages in length.

- B) For Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:
- 1) Items # A-1 and A-2 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-2)).
 - 2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.
 - 3) Complete action to approve above before January 1, 2015.
 - 4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.
- C) For Non-Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:
- 1) Items #A-1 and A-3 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-3) for Non-Illinois Member Agencies.)
 - 2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.
 - 3) Complete action to approve above before January 1, 2015.
 - 4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.
- D) Questions should be directed through each Division's Branch Chief initially. If further clarification is required Branch Chiefs will contact MABAS Headquarters.
- E) Please accept our collective appreciation in what has been an extended time line in completing this task. MABAS-Illinois Legal Counsel has provided a copy of the Contract Addendum to FEMA Region V Legal Counsel who believes the Agreement meets the intent and requirements of RP9523.6 for Federal disaster reimbursement requirements.

MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity / Agency

President / Mayor

ATTEST:

Date

Clerk / Secretary

MABAS DIVISION: _____

ORDINANCE NO. 2709-14/15

**AN ORDINANCE ACCEPTING A REAL ESTATE SALE CONTRACT
AND AUTHORIZING THE PURCHASE OF REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin wishes to purchase property located within the City of Pekin; and

WHEREAS, the City Council of the City of Pekin has determined that it is in it's interest to acquire certain real estate as designated as follows:

Lot 18 and the West 45' of Lot 17 in Block 31 of Pekin Gardens Addition to the City of Pekin situated in Tazewell County and the State of Illinois.

Commonly known as: 1119 Derby Street, Pekin, IL 61554

Tax I.D. No.: 04-10-02-407-016

WHEREAS, JAMES C. LAYNE has agreed to sell the property to the City of Pekin, for its purposes; and

WHEREAS the City has determined that it is in the best interest of the City of Pekin to enter into a Real Estate Purchase Contract with JAMES C. LAYNE, for the purposes of acquisition of said parcel, on such terms and conditions as set forth in Exhibit "A"; and

WHEREAS, the property shown above is available and will be useful and necessary for a resolution of a problem of occasional flooding in the area; and

WHEREAS, it is in the best interest of the City of Pekin to move forward with the project and to obtain the real estate.

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

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

SECTION II. That the City of Pekin enter into the Real Estate Sale Contract attached hereto as Exhibit "A" and by this reference incorporated herein.

SECTION III. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents as may be necessary to consummate the transaction contemplated herein and in said Real Estate Sale Contract.

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

SECTION V. That this Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

ASTAINING: _____

PASSED in the due form of law by City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2014

MAYOR

APPROVED this _____ day of _____, 2014

ATTEST:

CITY CLERK

REAL ESTATE SALE CONTRACT

This Real Estate Sale Contract "Agreement" made this _____ day of _____, 2014, between James C. Layne, hereinafter referred to as "SELLER", the CITY OF PEKIN, an Illinois Municipal Corporation, hereinafter referred to as "BUYER".

1. PROPERTY. (a) BUYER hereby offers to purchase from SELLER and SELLER agrees to sell to BUYER, upon the terms set forth herein, that certain parcel of real estate legally described as follows:

Legal Description: Lot 18 and the West 45' of Lot 17 in Block 31 of Pekin Gardens Addition to the City of Pekin situated in the County of Tazewell and the State of Illinois.

1119 Derby St., Pekin, IL 61554

PIN NO: 04-10-02-407-016

Hereafter referred to as the "Property".

2. PURCHASE PRICE. BUYER agrees to pay to SELLER the sum of Eighty Thousand Dollars and No Cents (\$80,000.00) (the "Purchase Price") for the Property at closing. The Purchase Price, adjusted by prorations and credits allowed by this Agreement, shall be paid at closing by cashier's check or other form of payment acceptable to Seller. Buyer shall deliver \$500.00, the receipt of which is hereby acknowledged, as earnest money, to be held by the Seller and applied to the purchase price. In the event of breach of this agreement by the Buyer, the earnest money shall become property of the Seller, as liquidated damages for Buyer's breach.

3. DATE OF CLOSING AND POSSESSION. SELLER shall deliver possession of the premises to BUYER at the time of the closing of this transaction which is to be done on or before November 3rd, 2014, unless otherwise extended by written agreement of the parties, at the offices of Moehle, Swearingen & Assoc., Ltd. 410 Broadway, Pekin, Illinois 61554, or at such other place and time as the parties shall agree.

4. FINANCING. This Contract is not subject to BUYER obtaining financing for this transaction.

5. EVIDENCE OF MERCHANTABLE TITLE. Within twenty-one (21) days after the date of this Agreement, SELLER will furnish BUYER with a commitment by a reputable title insurance company to issue an Owner's Policy, in the amount of the Purchase Price, depicting merchantable title to Property vested in SELLER "Title Commitment". SELLER will pay (i) all expenses incurred in connection with perfecting title and issuing the Title Commitment, and subsequent Owner's Policy, (ii) all revenue

stamps payable with respect to the transaction described in this Agreement, and (iii) all recording fees on instruments required to clear any defects in title.

If the title commitment discloses exceptions other than those permitted, BUYER shall give written notice of the exceptions to SELLER within a reasonable time (but not later than the closing date) to have the title exceptions removed. BUYER, notwithstanding that notice, will not be bound by any defects in title arising subsequent to the date of the Title Commitment and prior to the Closing. Permitted Title Exceptions shall include only: (a) the lien of general taxes not yet due; (b) zoning laws, building ordinances, set-back lines; (c) public utility easements of record; (d) items assumed by BUYER herein; (e) any lien which may be removed by the payment of money from the purchase price at the time of closing; (f) conditions, dedications, covenants and restrictions of record; and (g) reservation of mineral title; provided none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the property, or if they materially restrict reasonable use of the property for commercial purposes. If SELLER, in response to a notice from BUYER, cannot cure prior to the Closing, or within a reasonable extension thereof granted by BUYER, in writing, the valid title objections cited by BUYER, then BUYER may (i) elect to accept such title as SELLER is capable of conveying without any reduction or abatement of the Purchase Price or (ii) declare this Agreement canceled and void.

6. DEED. At closing, SELLER shall furnish a recordable Warranty Deed concerning the above described property sufficient to convey the Property to BUYER. Said deed may refer to and incorporate the provisions of this Agreement. The real estate taxes, if any, will be prorated on the basis of the currently assessed valuation of the Property multiplied by the prevailing tax rates, and the amount so calculated will then be applied at the closing as credit against the Purchase Price.

7. CONDITION OF PREMISES – "AS-IS". BUYER acknowledges inspection of the Property and accepts the same in as-is condition as of the date of the BUYER'S final inspection prior to the date of this Agreement. Buyer and Seller acknowledge that the site was a former gas station, and there are still tanks in the ground. Seller warrants that said tanks have been abandoned, filled with sand and gravel, all according to the Environmental Disclosure Document for Transfer of Real Property that has been recorded with the Tazewell County Recorder of Deeds at book 3622 and page 151. Buyer hereby releases Seller from any further liabilities regarding the property and any prior use thereof.

8. ADDITIONAL SELLER'S REPRESENTATIONS. SELLER hereby represents to BUYER as of the date hereof and as of the Closing Date, that: (a) Except for SELLER, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof; (b) there are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership or operation of the Property or any part thereof (including disputes with the holder of any mortgage, governmental authorities, utilities, contractors or adjoining land owners); and (c) SELLER has not received any notice of any violations of any Legal Requirements in respect to the Property which have not been entirely corrected. To Seller's knowledge

there is no existing, pending, contemplated, threatened or anticipated (i) condemnation of any part of the Property, (ii) widening, change of grade or limitation on use of streets abutting the Property, (iii) special tax or assessment to be levied against the Property, (iv) change in the zoning classifications of the Property, or (v) change in the tax assessment of the Property.

9. BROKERAGE. SELLER hereby represents and warrants to BUYER that no realtors or brokers are involved in this transaction and no fees and commissions are due to any such realtors and brokers at closing.

10. DEFAULT. If either party repudiates this Agreement, fails or is unable to perform timely or otherwise breaches any obligation under this Agreement, the non-breaching party shall serve written notice of such breach upon the other party and if such breach is not corrected within 30 calendar days after service of such notice, then the non-breaching party may pursue any remedies at law or in equity. In the event of any breach of this Agreement, the breaching party shall pay on demand the reasonable attorney's fees incurred by the non-breaching party or their agent(s) as a result of such breach, whether incurred for the purpose of negotiation, trial, appellate or other legal or support services.

11. RESPA: FIRPTA. If applicable, SELLER and BUYER agree to make all disclosures and to sign all documents necessary to allow full compliance with the provision of the Real Estate Settlement Procedures Act of 1974, as amended. The parties further agree to execute and deliver any other documents reasonably necessary to effectuate compliance with any other provisions of law required in connection with this transaction.

12. NOTICES. Notices required herein shall be considered effective when delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested and addressed to:

If to SELLER:

Moehle, Swearingen & Assoc., Ltd.
410 Broadway
Pekin, IL 61554

If to BUYER:

CITY OF PEKIN, ILLINOIS
C/o City Manager
111 S. Capitol
Pekin, Illinois 61554

(with Copies to: Mayor, City of Pekin, 111 S. Capitol, Pekin, Illinois 61554 and Eliff, Dancey & Bosich, P.C., 109 S. Fourth Street, Pekin, Illinois 61554)

or to other such address, and to the attention of such other person(s) or officer(s), as either party may designate by written notice.

13. ENTIRETY OF THE AGREEMENT. This contract contains the entire agreement between the parties and no oral representation, warranty or covenant exists.

14. TIME OF THE ESSENCE. The time for performance of the obligations of the parties is of the essence of this contract.

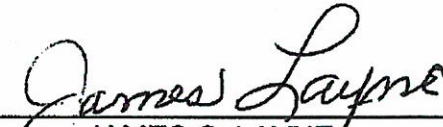
15. NO MERGER. The terms and provisions of this Real Estate Contract shall survive the delivery of the Deed, and shall not merge or be deemed to merge, into the Deed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the last date written below.

BUYER:
CITY OF PEKIN, ILLINOIS,
A municipal corporation

SELLER:

By: _____
Its: Mayor


JAMES C. LAYNE

ATTEST:

DATED: 10-1-17

By: _____
Its: City Clerk

DATED: _____



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Agency Agreement with Illinois Department of Transportation

AGENDA DATE REQUESTED: October 14, 2014

ACTION REQUESTED: To approve the Joint Agreement with IDOT for District 4 Misc. Signal Work for 2015

DESCRIPTION: This is a joint agreement with the Illinois Department of Transportation for the portion of the miscellaneous traffic signal work project that will be performed in Pekin. This is a State project where they will be replacing signal light modules and back-up batteries throughout the district. With this agreement the City is to pay its percentage of the work as outlined in the agreement. Based on those proportions the City will be responsible for \$6,077 of the estimated total cost of \$355,810 for the work being performed in Pekin. This equates to approximately a 2% share.

This project will benefit the City as it will help reduce maintenance cost on signals located on the State routes throughout town. Several of the signals included in this project are located on Court Street which will become the City's responsibility once Veterans is complete. Therefore it is in the City's best interest to only pay a small portion for these improvements now.

I recommend that the agreement be approved.

FINANCIAL IMPACT: Estimated \$6,077 of MFT funds

NEIGHBORHOOD CONCERNS: Minor construction along roadways

IMPACT IF APPROVED: The projects will proceed

IMPACT IF DENIED: The projects will not be allow to proceed

ALTERNATIVES: None

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

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

	need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	10/7/14
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	10/07/14



CERTIFIED MAIL

Illinois Department of Transportation

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

September 12, 2014

PROJECT SUPPORT JOINT AGREEMENT

Various Routes

State Section: D-4 Misc Signal Work 2015

City Section: 14-00190-88-TL

Various Counties

Location: Replace LED modules and back-up
batteries on various routes in D-4

Agreement No.: JN-415-014

Contract No. 68B90

Catalog No.: 035136-00D

The Honorable Laurie Barra
Mayor, City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

Dear Mayor Barra:

Enclosed are three (3) copies of a Joint Agreement, which describes the above-captioned project to replace LED modules and back-up batteries on various routes in D-4 and the degree to which the state and the city of Pekin will be participating.

The Agreement draft has been reviewed by our Peoria office and is ready for signature. If you concur with the conditions set forth in the Agreement, please sign and return two (2) copies along with copies of all required ordinances/resolutions. Upon receipt of these copies we will assume the city of Pekin concurs in all conditions stated therein.

Also enclosed is copy of the plans and a form for plan approval for your use, if so desired. We need this form, letter or resolution of approval submitted with the Joint Agreement. This project is scheduled for our November 7, 2014 letting.

If you have any questions regarding this Agreement, please feel free to contact our Agreements Unit at (309) 671-3496.

Sincerely,

A handwritten signature in cursive script that reads "Kensil A. Garnett".

Kensil A. Garnett, P.E.
Acting Deputy Director of Highways,
Region Three Engineer

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Enclosure(s)

cc: Studies & Plans (T. Lacy)
Programming (T. Worsfold)

Project Support (M. Furlong)
Agreements (R. Hopper)

Various Routes
Section: D-4 Misc Signal Work 2015
City Section: 14-00190-88-TL
Various Counties
Replace LED modules and back-up batteries
on various routes in D-4
Job No. C-94-089-14
Contract No. 68B90
Catalog No.: 035126-00D
Agreement No.: JN-415-014

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2014, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF PEKIN, of the State of Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of modernizing traffic signals as shown in "Attachment 1" attached hereto and made a part hereof, by installing LED modules, traffic signal heads, signal head backplates, detector loops, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvements in that same will be of immediate benefit to the motoring and pedestrian public and permanent in nature;

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

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with plans, specifications and contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

<u>TYPE OF WORK</u>	<u>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
LED Retrofits @ 12 Locations*	32,400 (90)	3,600 (10)	36,000
Prelim. Engineering (5%)	1,620 (90)	180 (10)	1,800
Const. Engineering (10%)	3,240 (90)	360 (10)	3,600
LED Retrofits @ IL 9 (Court) & 8th, IL 9 (Margaret) & 5th	15,770 (95)	830 (5)	16,600
Prelim. Engineering (5%)	789 (95)	41 (5)	830
Const. Engineering (10%)	1,577 (95)	83 (5)	1,660
LED Retrofits @ IL 9 (Court) & Allentown and IL 29 (Second) & Derby	3,545 (93.3)	255 (6.7)	3,800
Prelim. Engineering (5%)	177 (93.3)	13 (6.7)	190
Const. Engineering (10%)	355 (93.3)	25 (6.7)	380
LED Retrofits @ IL 9 (Court) & 10th	2,400 (80)	600 (20)	3,000
Prelim. Engineering (5%)	120 (80)	30 (20)	150
Const. Engineering (10%)	240 (80)	60 (20)	300
Remaining Construction	250,000 (100)	0	250,000
Prelim. Engineering (5%)	12,500 (100)	0	12,500
Const. Engineering (10%)	25,000 (100)	0	25,000
TOTALS	\$349,733	\$6,077	\$355,810

*IL 9 (Broadway) & Eighth, IL 9 (Court) & Barney, IL 9 (Court) & Fourteenth, IL 9 (Court) & Parkway/Sunset, IL 9 (Court) & Valle Vista, IL 9 (Court) & Veterans, IL 9 (Margaret) & Broadway/Court, IL 9/IL 29 (Margaret) & Capitol, IL 9/IL 29 (Margaret) & Fourth, IL 29 (Eighth) & Sheridan, IL 29 (Second) & Koch, IL 29 (Second) & Manito/Federal Prison

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signal items shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2014 budget sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans specifications, by resolution or letter.

6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance and electrical energy responsibilities for the traffic signals at the intersections of IL 9/IL 29 (Ann Eliza) & IL 29 (Second), IL 9 (Broadway) & Eighth, IL 9 (Court) & Allentown, IL 9 (Court) & Barney, IL 9 (Court) & Eighth, IL 9 (Court) & Fourteenth, IL 9 (Court) & Parkway/Sunset, IL 9 (Court) & Tenth, IL 9 (Court) & Valle Vista, IL 9 (Court) & Veterans, IL 9 (Margaret) & Broadway/Court, IL 9 (Margaret) & Fifth, IL 9 (Margaret) & Second, IL 9/IL 29 (Margaret) & Capitol, IL 9/IL 29 (Margaret) & Fourth, IL 29 (Eighth) & Sheridan, IL 29 (Second) & Derby, IL 29 (Second) & Koch, IL 29 (Second) & Manito/Federal Prison in accordance with the existing master agreement executed on July 1, 2011 or in accordance with any such Master Agreement that may be executed in the future.
9. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
10. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
11. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6002169 and the CITY is doing business as a municipality whose mailing address is 111 South Capitol Street, Pekin, Illinois 61554.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CITY OF PEKIN

By: _____
Kensil A. Garnett
Region Three Engineer
Acting Deputy Director of Highways

By: _____
Laurie Barra, Mayor

Date: _____

Date: _____

Attest: _____
Sue McMillan, City Clerk

(SEAL)

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Various Routes
State Section: D-4 Signal Work 2015
City Section: 14-00190-88-TL
Various Counties
Replace LED modules and back-up
batteries on various routes in D-4
Agreement No. JN-415-014
Contract No. 68B90
Catalog No. 035126-00D

I approve the portions of the final plans for the above-captioned project that
pertain to the maintenance obligations of the city of Pekin .

Laurie Barra, Mayor

Date



**Illinois Department
of Transportation**

Agreement Funding Method Payment

Route: Various

Agreement No.: JN-415-014

Section: D-4 Misc Signal Work 2015

Catalog No.: 035126-00D

Counties: Various

Resolution No.: _____

**EXHIBIT "A"
FUNDING RESOLUTION**

WHEREAS, the CITY OF PEKIN (CITY) has entered into an AGREEMENT with the State of Illinois for the installation of battery backup systems at various intersections, and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of six thousand seventy-seven Dollars (\$6,077), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS)
) ss

COUNTY OF TAZEWELL)

I, _____, City Clerk in and for the CITY OF PEKIN, State of Illinois, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the ~~VILLAGE~~ **CITY** at its meeting on _____, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, AD., 2014.

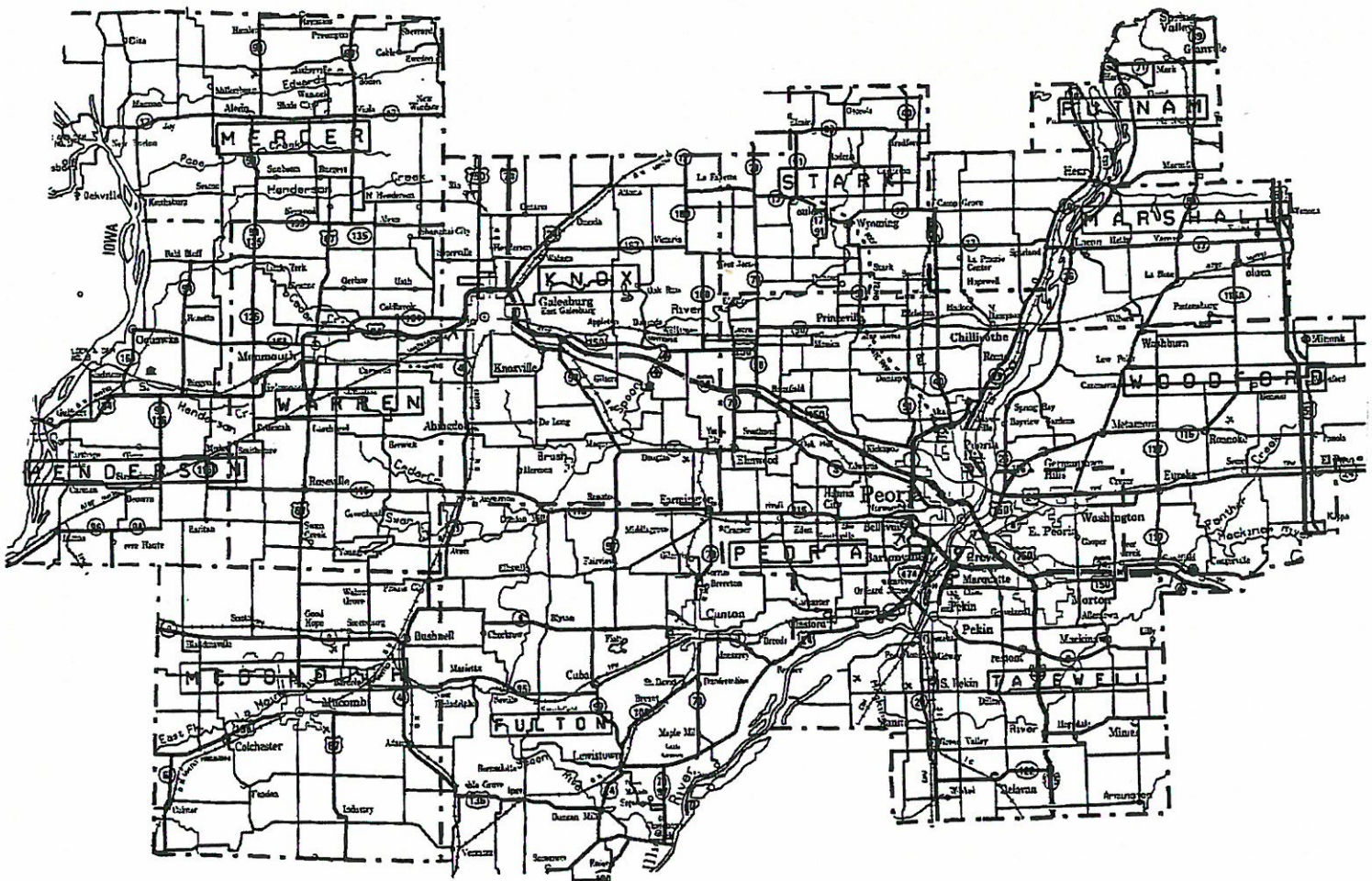
Clerk

(SEAL)

Attachment 1
LOCATION MAP

VARIOUS ROUTES
SECTION D4 SIGNAL WORK 2015
VARIOUS COUNTIES

C-94-089-14





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Motor Fuel Tax Resolution

AGENDA DATE REQUESTED: October 14, 2014

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Joint Agreement with the Illinois Department of Transportation in the amount of \$7,600.00

DESCRIPTION: This is the resolution is for the expending of MFT Funds for the joint agreement with Illinois Department of Transportation for the District 4 Misc. Signal Work 2015. This resolution will allow the use of MFT funding to cover the City's share for the project.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$7,600.00 of MFT Funds

NEIGHBORHOOD CONCERNS: None

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

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

ALTERNATIVES: Use General Funds to cover the City share

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

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

REQUIRED SIGNATURES

Department Director:

Date: 10/7/14

Finance Department (Certification of Availability of Funds):

Date: 10-7-14	Angel Evans
Corporation Counsel:	
Date:	
City Manager:	
Date: 10/07/14	[Signature]



Illinois Department of Transportation

RESOLUTION NO. 107-14/15

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the COUNCIL of the
CITY of PEKIN Illinois
City, Town or Village Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
4 Misc Signal Work 2015	Various		

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Replacement of LED modules and back-up batteries on various
routes in D-4

and shall be constructed _____ wide
and be designated as Section 14-001190-88-TL

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of SEVEN THOUSAND SIX HUNDRED
DOLLARS AND 00/100 Dollars (\$7,600.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by CONTRACT ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, SUE E. MCMILLAN Clerk in and for the

CITY of PEKIN

City, Town or Village

County of TAZEWELL , hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the PEKIN CITY COUNCIL

Council or President and Board of Trustees

at a meeting on October 14, 2014

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

14TH day of October, 2014

(SEAL)

City, Town, or Village Clerk