

REGULAR COUNCIL MEETING MONDAY, SEPTEMBER 23, 2013
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> VOTE REQUIRED		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of September 9, 2013.</i> VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Police Department August Report; Tazewell County Animal Control August Report; Inspection and Zoning Department August Reports; and Traffic Safety Committee Minutes dated September 6, 2012.		
7.2 Receive and File Bids for 30 Inch Sanitary Pipeline Bank Stabilization opened September 12, 2013.		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Agreement For Transportation Services DESCRIPTION: Agreement with Tazewell County Resource Centers, Inc. to provide transportation for clients from their housing units to their work centers. ACTION: Motion to approve the agreement. VOTE REQUIRED	TW	5

9.2 Intergovernmental Agreement for Transit Services DESCRIPTION: Agreement with Greater Peoria Mass Transit District for bus service within the City of Pekin with a connection to Peoria. ACTION: Motion to approve the agreement. VOTE REQUIRED	TW	5
9.3 Agreement with Gallatin River Communications, LLC d/b/a CenturyLink DESCRIPTION: Approve a two year extension to the lease for the parking lot on Ann Eliza Street and South 4 th Street to CenturyLink. ACTION: Motion to approve the option to extend the lease to December 31, 2015. VOTE REQUIRED	JW	5
9.4 30 Inch Sanitary Pipeline Bank Stabilization DESCRIPTION: Contract with low bidder G. A. Rich & Sons to stabilize the river bank adjacent to the grain silo remnants/fishing pier where erosion has exposed the top of the sanitary pipeline. ACTION: Motion to approve the bid in the amount of \$87,658.00 and award the contract to G. A. Rich & Sons, Inc. VOTE REQUIRED	MG	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Staff 10.2 Council 10.3 Five Minute Public Comments 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c)		
12.0 ADJOURN No Vote Required		

Column 1 Key:

JW	Joseph Wuellner City Manager	DG	Darin Girdler Assistant City Manager
TW	Ty Whitford Superintendent of Transportation	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 9, 2013, AT 5:30 O'CLOCK P.M.

LAURIE L. BARRA * MAYOR * PRESIDING

**PRESENT: COUNCIL MEMBERS, ABEL, HENDRICKS, MCCABE, GILLESPIE, GOLDEN,
ORRICK, 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 Orrick, seconded by Council Member Gillespie, that **the agenda be approved as presented**. On roll call vote all present voted Aye.

MINUTES

Council Member Hendricks asked that the minutes be amended to reflect that his correct vote on the motion to table the bid and award of the Annual Seal Coat Project was Nay. Motion by Council Member Orrick, seconded by Council Member McCabe, that the **minutes of the Regular City Council Meeting of August 26, 2013 be approved as amended**. On roll call vote all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Renna Hadsall, 1220 El Camino Drive, read from a prepared statement and for the record, her and husband John's objections to the development zoning proposed for El Camino Drive. The objections were density of the project, water run off, parking and garbage pickup, and no green space. A petition was submitted stating the undersigned opposed the request of Mr. Hornecker to have property on El Camino Drive to RM-3. Jeff Hornecker, 42 Oak Hill Court, responded to the concerns presented by the adjacent property owners. He asked Council to vote yes to the project and noted it would increase tax revenue. John Hadsall stated he did not oppose the project but rather the size of the development being 16 units. He felt the project did not fit the City of Pekin Comprehensive Plan.

CONSENT AGENDA

Motion by Council Member Orrick, 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: Inspection and Zoning Department Reports March, April, May, June, July; Building Reports March, April May, June, July; Liquor Commission draft Minutes dated August 22, 2013; and Human Rights Committee Minutes dated July 31, 2013.
7.2 Proclamation: "Intellectual Disabilities Week" September 20-22, 2013 "Moment of Remembrance September 11th"
7.3 Receive and File Bids for Veterans Drive South Rt 9 to Rt 29 opened 8-22-13.
7.4 Receive and File Pekin Zoning Board of Appeals Minutes dated August 14, 2013
7.5 Receive and File Pekin Planning Commission Minutes dated August 14, 2013
7.6 Receive and File Pekin Planning Commission Hearings and Recommendations: a. Hearing #05-1868-recommends approval of the Rezoning of property from B-3 (General Business District) with a legal description of Sec 11 T24N R5W Tract 3 in S1/2 of W1/2 SE ¼ PIN #10-10-11-400-041 and including an additional 40' to the East of said property

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Financial Quarterly Report

City Treasurer James Wolf presented the Finance Report for three months ended July 31, 2013. He explained the most note worthy dollar amounts and their explanations which were highlighted on the Revenues Over Expenses – All City Funds, Major Revenue Sources, and Investment Earnings for the last quarter. New to the presentation was Supplemental Comments of Revenues Over Expenses. He noted it was a financially good 3 month report for the City.

NEW BUSINESS

Motion by Council Member Hendricks, seconded by Council Member Gillespie that the recommendation of the Pekin Planning Commission to **REZONE 1.10 ACRE PARCEL OF LAND ADJACENT AND WEST OF THE GINGOTEAGUE GENERAL STORE FROM B-3 (GENERAL BUSINESS) TO RM-2 RESIDENTIAL MULTIPLE FAMILY) be approved.** Code Enforcement Officer Ron Sieh presented the recommendation of the Pekin Planning Commission to rezone property annexed in 1989. The new zoning would allow residential multiple family for the development of condominiums by Jeff and Cindy Hornecker. He advised the purchase of 40' to the east of said property, to be re-platted in Tazewell County, was contingent upon the rezoning of the 1.10 acre parcel. Each Council Member was given the opportunity to address the motion. Council Member Hendricks questioned the reasoning for the commission members' split votes that were not detailed in the Planning Minutes. Questions and concerns were addressed by Mr. Sieh. Council was given Florence housing units and Lakeside housing units as comparable constructions to the proposed development. Mr. Sieh pointed out that the unit numbers and size (952 sq ft) were appropriate for the 2 parcel acreage of 1.33, there was a retention pond on the property, and garbage would be picked up each week from toters not stationary dumpsters. Council was advised that the consideration before them was a matter of rezoning not the project. On roll call vote Ayes, Gillespie and Barra; Nays, Golden, Orrick, McCabe, Abel, and Hendricks. Motion Failed.

ORDINANCE NO. 2688-13/14

AN ORDINANCE AUTHORIZING BORROWING

Motion by Council Member Hendricks, seconded Council Member Abel that Ordinance No. 2688-13/14 be adopted. Assistant City Manager Darin Girdler requested Council's authorization to proceed with borrowing the money that was approved by Council on August 13, 2012 as part of the agreement and project with Avanti's Dome LLC. for the Griffin Drive Project. He advised that the City had negotiated with Pekin Community Bank for obtaining funds for a portion of the agreement by financing \$600,000 for a term not to exceed ten (10) years and at a rate not to exceed 3.0%. On roll call vote, Ayes, Orrick, Gillespie, McCabe, Abel, and Barra; Nays, Golden and Hendricks. Motion Carried.

Motion by Council Member Hendricks, seconded by Council Member Orrick that the **AGREEMENT WITH TAZEWEEL COUNTY for acceptance of a grant in connection with recycling be approved.** City Manager Joseph Wuellner presented the terms of the agreement which provided for the City to receive \$56,000.00 in grant funds to be used in support of the County approved recycling collection program. He advised that the County had interest in maintaining a recycling center in Pekin and they were looking at getting the City an additional \$12,700.00 funding to operate the relocated McDonalds drop-off. On roll call vote, all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Abel that the **TIF COMMERCIAL/RETAIL INTERIOR LOAN PROGRAM** expenditure in the amount of \$52,996.56 for 219 and 221 Court Street be approved. Leigh Ann Matthews, Tax Increment Financing Administrator for the Central Business District TIF, presented the recommendation for Pekin Main Street Design Committee the request to pay Maquet Inc. eligible amount of the program interior expenses addressing 219 and 221 Court properties to cover electrical, HVAC and plumbing systems. She advised Council that the money generated in the district needs to be invested back into the TIF district only. She also gave background information regarding the entire 200 Block project. Recently checked assessment records indicated that value of the area had raised \$112,000.00. Discussion followed. Council Member Orrick was told that a Business Plan by the applicant was not a requirement of the program but was submitted to a bank for a loan by the applicant. Council was advised that the program's financial intent was for improvements of structures not operations of applicant. Greg Ranney, a Member of the Design Committee, and Todd Thompson, the owner and developer

of the properties, answered questions directed from Council Member Golden regarding the application's absence of confirmed ownership. A lease for at least the 5-year commitment of the loan program would be necessary and the actual owner be signatory to the agreement for the execution of the lien. Mr. Maquet told Council that he did not have prior restaurant experience but had a positive business concept for the downtown area. Members Barra, Abel, McCabe and Gillespie spoke in support of the regenerated TIF money, the potential for the establishment to generate tax dollar traffic in the downtown, and the good character of the applicant. On roll call vote, Ayes, Golden, Gillespie, McCabe, Abel, Hendricks, and Barra; Nay, Orrick. Motion carried.

Motion by Council Member McCabe, seconded by Council Member Gillespie that the **TIF FAÇADE GRANT PROGRAM** expenditure in the amount of \$23,975.38 for 219 and 221 Court Street be approved. Ms. Matthews next presented the Façade application for the 219 and 221 Court Street properties. She asked that the Council approve additionally the eligible project costs to cover exterior expenses for signs, lighting, awnings, and outdoor patio fence. Council Member Orrick commented that if the interior part of the project was approved then the outside should also look good as he wished Mr. Maquet much success. On roll call vote, all present voted Aye.

Motion by Council Member Golden, seconded by Council Member Orrick, that the **ASSIGNMENT OF OBLIGATION OF THE TIF GRANT FOR 404 COURT STREET** in the amount of \$2,775.00 be considered. Leigh Ann Matthews, Tax Increment Financing Administrator for the Central Business District TIF, asked Council to approve the written consent from Dallas Pettingill, the new owner, of 404 Court Street to assume the obligation of the Façade Grant known as CJ's Café. Council approved the original expenditures on May 28, 2013 for a windows project. Council Member Orrick requested Ms. Matthews to provide him with the total amount invested in the property. Council Members Golden and Hendricks stated their reasons that they would be voting no or abstain from voting for a new owner to assume a project that they originally felt did not meet the intent of Façade program. Motion by Council Member Gillespie, seconded by Council Member Golden, that the **ASSIGNMENT OF OBLIGATION OF THE TIF GRANT FOR 404 COURT STREET** in the amount of \$2,775.00 be approved. On roll call vote, Ayes, Orrick, Gillespie, McCabe, Abel and Barra; Nays, Golden; Abstain, Hendricks. Motion Carried.

Motion by Council Member Golden, seconded by Council Member Orrick that the **ENGINEERING AGREEMENT WITH MIDWEST ENGINEERING ASSOCIATES** for the design services for improvements to drainage areas in the amount of \$68,500.00 be approved. City Engineer Michael Guerra advised the Council that the City had entered into an agreement with the firm in April and June of 2012 to perform storm water studies on the Broadmoor Heights/Park Ridge Drainage Area and the Cambridge/Shire Drainage along Derby Street storm sewers. Results were presented and it was decided during the budget sessions to fund the improvements. A practical location for the detention pond to provide storage to lessen flooding at Cambridge was selected. The agreement allowed Midwest to perform design and provide construction specifications utilized for bidding. Included in the agreement was another location at Circle Drive that needed urgent attention. Mr. Guerra answered Council's questions regarding the origin of the Circle Drive storm sewer and the eroded hillside concerns. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member McCabe that the bid in the amount of \$19,720,001.83 for the **CONSTRUCTION OF VETERANS DRIVE SOUTH FROM COMMERCIAL DRIVE TO IL 29** be approved and the contract awarded to R.A. Cullinan & Son, Inc. City Engineer Michael Guerra recommended to Council the proposal be awarded to Cullinan from the four submitted. Cullinan met requirements, the amount was less than engineer's estimate, and the City along with IDOT felt the amount was reasonable. He informed the Council that funding came from the State Capitol plan in which \$30 million was awarded to construct the portion of Veterans Drive to IL 9 and to repair Court Street to turn over to the City. Project was required to be completed by October 2015. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Gillespie that the **AGREEMENT WITH MILLENNIA PROFESSIONAL SERVICES** for construction engineering services for construction inspection of Veterans Drive south, in the amount of \$1,436,372.14 be approved. Mr. Guerra told the Council that this portion of Veterans Drive was funded with State funding which meant that State standards had to be followed in terms of inspections and material testing. With the size and scope of the project the City did not have the staffing to provide proper inspections required. Millennia would ensure the contractor would construct the road per plans and specifications. Mr. Guerra answered Council Member Golden's questions if other architectural-engineering firms' qualification statements on file with the City were asked to provide services. Millennia had previously been contracted on the Veterans Drive from Broadway to Sheridan, the staff utilized, worked well with the City and State for the project, and their staff was known to have a good working relationship with State construction engineer provided for Veteran's South. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Engineer Michael Guerra announced that the Broadway to Sheridan Corridor would be officially opened at the Ribbon Cutting on Friday, September 13, 2013. Front Street would be closed for approximately three months

for the construction of the new diversion structure and repair of the existing one.

Attorney Burt Dancey responded to Mr. Jim Mangan's request for the City to conduct audits in regards to the collection of Hotel/Motel taxes. In a prepared statement Mr. Dancey gave the opinion the Code simply states "may" examine the records of the establishments, the City's tax due was based on the establishment's financial reports to the State of Illinois Department of Revenue, and that the City would not pursue his labor intensive request.

Council Member Hendricks asked for the identity of the location where the West Nile virus was reported the previous week and was informed that the County Health Department does not release that information.

Council Member McCabe announced there were two weeks remaining for the Downtown Farmers Market and urge citizens to take advantage of the fresh local produce.

Council Member Abel extended appreciation to the many volunteers who worked the Marigold Festival.

Council Member Gillespie echoed the appreciation and complimented the organizers of the parade.

Council Member Orrick asked that a Business Plan become part of the Façade Application process. The Councilman also requested that staff review the repairs needed to make the sidewalk safe in front of CVS Drug Store at 9th and Court Streets. He also asked the status of the West Campus demolition. City Manager Joseph Wuellner reported to Council that Mr. Huff had begun cleanup slowly. If the terms discussed were not completed the owner would be sited and be required to attend a hearing on September 19, 2013. Council Member Golden informed the Council that a citizen contacted him, regarding the lack of Marigolds in the City and Service Club flower beds for the Marigold Festival.

Mayor Barra expressed appreciation to the Marigold Committee Chair, Shannon Tebben Sandoval in achieving a very successive festival event.

Jim Mangan, 1220 Parkway Drive, addressed the Council on his request to place on the next Council agenda the matter of financial reports from businesses. He stated that if the Mayor was not responsive to his request than two of the Council Members were able to make that motion. Mayor Barra advised Mr. Mangan that the City had no indication that any business had short changed the State or the City in their payment of Hotel/Motel Tax.

EXECUTIVE SESSION

Motion by Council Member Gillespie, seconded by Council Member Abel, that the Council move to Executive Session at 7:30 p.m. to discuss 65 ILCS 120/2 (c) (5) Acquisition of Property. Motion approved unanimously by voice vote.

Council returned to open session. Council Member Gillespie made a motion to adjourn and it was seconded by Council Member Orrick. No further business to come before the Council, Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 7:35 P.M.

Sue E. McMillan
City Clerk

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
SEPTEMBER 6, 2013 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Joe Wuellner, Mike Guerra, Bob Shaw, Will Taylor, Ron Mayeur
Also present: Jim Kaminski, Bill Scarcliff, Rick Bowman, Bob Van Den Arend, Lee Ann Wrhel

Ron made a motion to approve the meeting agenda. Mike seconded the motion. All in favor.

Will made a motion to approve the meeting minutes of August 2, 2013. Bob seconded the motion. All in favor.

Old Business:

None

New Business:

1. *"Deaf Child" sign request, 1100 block of Charlotte*
The committee is in receipt of the letter from the doctor for the deaf child sign request. Will made a motion to change the sign that is currently in place from a "handicapped" sign to a "deaf child" sign. Joe seconded the motion. All in favor.
2. *Request for 4-way stop, intersection of S. 5th and Hanna*
This request was discussed and it seems that this is a temporary situation. Joe made a motion to leave the area as is. Mike seconded the motion. All in favor. This can be revisited down the road if the traffic situation in that location changes.
3. *Request for "Cross Traffic Does Not Stop" sign on Hanna at S. 5th*
Due to traffic speed in this location, potential growth and use by visitors unfamiliar with the area, Joe made a motion to add a "Cross Traffic Does Not Stop" sign on Hanna at S. 5th. Ron seconded the motion. All in favor.
4. *Request for "Cross Traffic Does Not Stop" sign on Valle Vista at Summit*
The traffic in this location was reviewed. This is not a high traffic area and there are no line of sight issues in this location. This was reviewed in the past and nothing developed from that study. Will made a motion to leave the area as is. Bill seconded. All in favor.

Around the Table

Mike reported that Veterans from Broadway to Sheridan will be opening on September 13th. Griffin at Veterans opened September 4th. Front will be closed beginning September 16th for 2 to 3 months. He is still waiting for numbers from IDOT for the 5th/8th/Willow intersection.

Now that Veterans at Sheridan will be opening next week, the request the committee received in October of 2012 for California Rd. @ Sheridan Rd. to be a stop on California Rd. only will be revisited at the next meeting to review the line of sight in that location now that the construction is completed.

Bob Van Den Arend was in attendance and asked about the status of the street parking issue. He is interested in getting the town cleaned up through code enforcement. Joe stated that a review of the code indicates that parking on property is unclear. Joe reported that the code enforcement hearings started yesterday. Regarding the parking restrictions/overnight parking issue, after the permit proposal was voted down by City Council in May, at the June, 2013 meeting Mike made a motion to hold off on this project until the committee receives further direction from City Council. Joe seconded the motion. All were in favor. Joe will further discuss this with Greg when he returns from the FBI Academy.

Ron stated that the issue he brought up last month on 11th between Royal and Court, it actually was 12th. He asked if there had ever been consideration of having Ty (Bus Dept.) be a part of these meetings. He also asked if the committee would consider exploring the possibility of having the hospital and park district involved. It was noted that the hospital and park district have been a part of the meetings when a topic involved them.

Will requested a speed limit sign closer to the city limits in the area of Veterans and Commercial. It is confusing for motorists in that area. Bill will relocate the sign for clarity.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING OCTOBER 4, 2013 @ 8:30 A.M.

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR AUGUST 2013**

	AUGUST 2012	JULY 2013	AUGUST 2013
TRAFFIC TICKETS	415	456	378
WARNING TICKETS	98	124	100
OFFENSES	546	524	542
ARRESTS	342	314	290
PARKING TICKETS	164	204	170
STOPS	916	1572	1377

CITY ORDINANCE TICKETS FOR AUGUST 2013

NUMBER OF TICKETS WRITTEN **110**
 NUMBER OF TICKETS PAID OVER THE COUNTER **30**
 FINES COLLECTED OVER THE COUNTER **\$3,750**

Animal Counts Brought in by Wardens between August 1, 2013 and August 31, 2013

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	1106 S 2ND	8/27/2013	Cat	DSH			131447
	Hoyland	City	1106 S 2ND	8/27/2013	Cat	DSH			131446
	Hoyland	City	9TH & PRINCE	8/9/2013	Dog	PIT	R	12	131337
	Hoyland	City	100 TAPS LANE	8/12/2013	Dog	BEAGLE	REL	16	131346
	Hoyland	City	111 S 4TH	8/2/2013	Cat	DMH	E	12	131294
	Hoyland	City	100 TAPS LANE	8/12/2013	Dog	PUG	A	11	131347
	Hoyland	City	C.B. SMITH SCHOOL	8/1/2013	Other	GOOSE	REL	0	131291
	Hoyland	City	PARKWAY & WILLOW	8/12/2013		PUGGLE X	E	1	131350
	HOMER	City	1016 ANN ELIZA	8/26/2013	Other	BAT	REL	0	131445
	Hoyland	City	227 CATHERINE	8/30/2013	Cat	DSH			131461
	Hoyland	City	101 HIGH ST	8/2/2013	Cat	DSH	E	7	131296
	HOMER	City	318 WALNUT	8/2/2013	Dog	PIT	E	3	131297
	HOMER	City	1701 SOMMERSET APT 5	8/5/2013	Cat	DSH	E	2	131318
	Hoyland	City	1508 HENRIETTA	8/8/2013	Cat	DSH	E	8	131329
	Hoyland	City	2032 WESTGATE #30	8/15/2013	Cat	DSH	E	8	131364
	HOMER	City	300 CHARLOTTE	8/5/2013	Cat	DSH	REL	1	131316
	Hoyland	City	302 CAPRI	8/5/2013	Cat	DSH	E	9	131314
	HOMER	City	1203 WILLOW	8/4/2013	Dog	LAB	D	0	131311
	HOMER	City	22 CAPE CRT	8/3/2013	Other	RACCOON	REL	0	131303
	HOMER	City	611 SUMMER	8/5/2013	Cat	DSH	REL	1	131301
	HOMER	City	611 SUMMER	8/3/2013	Cat	DSH	REL	3	131300
	HOMER	City	611 SUMMER	8/3/2013	Cat	DSH	REL	3	131299
	Hoyland	City	1508 HENRIETTA	8/8/2013	Cat	DSH	E	8	131330
	HOMER	City	1403 S 7TH	8/25/2013	Dog	LAB	R	1	131430
	HARMS	City	600 BLK CATHERINE	8/18/2013	Dog	PIT	REL	1	131388
	Hoyland	City	1900 BLK CHICORY	8/13/2013	Dog	AKITA	R	1	131352
	HARMS	City	600 BLK CATHERINE	8/18/2013	Dog	PIT	REL	1	131390
	HARMS	City	600 BLK CATHERINE	8/18/2013	Dog	PIT	REL	1	131392
	HARMS	City	600 BLK CATHERINE	8/18/2013	Dog	PIT	REL	1	131393
	HARMS	City	600 BLK CATHERINE	8/19/2013	Dog	PIT	REL	0	131387
	HOMER	City	TAZ CO JAIL	8/25/2013	Cat	DSH			131431
	HARMS	City	600 BLK CATHERINE	8/18/2013	Dog	PIT	REL	1	131389
	Hoyland	City	105 N 19TH	8/23/2013	Dog	DACH			131426
	Hoyland	City	352 S CAPITOL	8/20/2013	Cat	DSH	REL	8	131406
	Hoyland	City	415 STATE	8/23/2013	Dog	CHOW/SHEP	R	4	131425
	HARMS	City	2000 WILLOW ST	8/20/2013	Dog	BOXER	R	9	131410
	Hoyland	City	PEKIN HIGH SCHOOL	8/21/2013	Cat	DSH			131411
	HARMS	City	2217 WILLOW	8/22/2013	Dog	LABERDOODLE	R	1	131422
	Hoyland	City	1801 ST CLAIR	8/26/2013	Dog	PIT MIX			131433
	HARMS	City	600 BLK CATHERINE	8/18/2013	Dog	PIT	R	1	131383
	HARMS	City	600 BLK CATHERINE	8/18/2013	Dog	ROTT/ HUSKY	R	4	131382
	Hoyland	City	1900 BLK CHICORY	8/13/2013	Dog	PEK	R	1	131353
	Hoyland	City	WALKING TRAIL AT OLD TAPS	8/14/2013	Dog	MIN SCHNAUZER	R	1	131361
	Hoyland	City	209 HAMILTON	8/15/2013	Dog	PIT MIX	R	4	131368
	HARMS	City	1411 MATILDA	8/16/2013	Dog	LAB	R	0	131374
	HARMS	City	1411 MATILDA	8/16/2013	Dog	LAB	R	0	131373
	HARMS	City	100 TAPS LANE	8/16/2013	Dog	LAB MIX	E	7	131372
	Hoyland	City	1508 HENRIETTA	8/26/2013	Cat	DSH	REL	3	131434
	HARMS	City	600 BLK CATHRINE	8/18/2013	Dog	PIT	REL	1	131391

Total Dogs picked up in Pekin: 27

Total Cats picked up in Pekin: 18

Total Others picked up in Pekin: 3

Animal Counts Brought in by Individuals between August 1, 2013 and August 31, 2013

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin				8/23/2013	Dog	CHOW MIX	E	0	131423
	Owner R	City	1416 LAKE ST	8/16/2013	Dog	LAB MIX	E	0	131370
	Owner R	City	348 CHARLOTTE	8/7/2013	Dog	TERRIR MIX	E	9	131325
	Owner R	City	SHERIDAN RD APT 7	8/6/2013	Dog	AUSSI SHEP/SPA	A	9	131322
	Owner R	City	505 N 14TH	8/5/2013	Cat	DSH	E	0	131313
	Owner R	City	2225 GLENDALE AVE	8/27/2013	Dog	BORDER	R	1	131448
	Individua	City	1415 S 8TH	8/26/2013	Cat	DSH	E	2	131438
	Individua	City	1106 S 2ND ST	8/26/2013	Cat	DSH	E	4	131437
	Individua	City	1519 SARA LANE APT 4	8/26/2013	Cat	DSH	E	2	131436
	Individua	City	1519 SARA LANE APT 4	8/26/2013	Cat	DSH	E	2	131435
	Individua	City	1519 SARA LANE APT 4	8/16/2013	Other	SKUNK	E	0	131369
	Individua	City	214 RESERVOIR	8/15/2013	Dog	CHI MIX	REL	13	131366
	Individua	City	PEKIN BRIDGE	8/9/2013	Other	BAT	D	0	131332
	Individua	City	1717 deppert	8/1/2013	Cat	DSH	E	8	131285
	Individua	City	327 CATHERINE						

Total Dogs picked up in Pekin: 6

Total Cats picked up in Pekin: 6

Total Others picked up in Pekin: 2

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 9-1-13

Billing For Month of

August

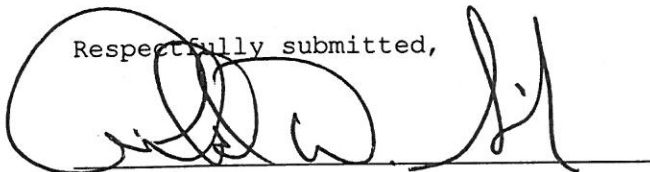
\$3,753.84Tazewell Animal Control
PO BOX 158
TREMONT IL 61568CITY OF PEKIN
111 S CAPITAL ROOM 242
PEKIN IL 61554

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
August '2013

	PERMITS	VALUE	FEEs
BUILDING DEPT	66	\$ 3,675,505.00	\$ 9,175.00
ELECTRIC DEPT	32	\$ 21,038.00	\$ 2,696.00
HVAC DEPT	36	\$ 150,686.88	\$ 1,446.00
PLUMBING DEPT	64		\$ 2,051.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	6		\$ 120.00
SEWER PERMITS	15		\$ 870.00
SEWER TAP RES	5		\$ 8,000.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	224	\$ 3,847,229.88	\$ 24,358.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 184

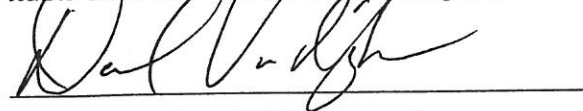
Respectfully submitted,



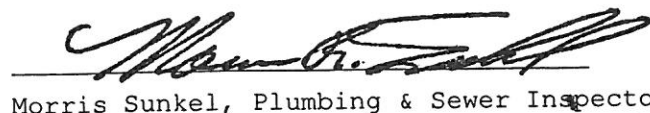
Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2013																				
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	BIDG PERMITS									
JANUARY		2.00	\$12,285		6.00	\$314,380	7.00	\$77,525	4.00	\$6,200	3.00	\$0	\$410,390	22.00						
FEBRUARY	1.00	\$160,080			4.00	\$308,000	8.00	\$100,780	6.00	\$6,000	1.00	\$0	\$574,860	20.00						
MARCH	3.00	\$525,850	3.00	\$100,000	9.00	\$83,136	7.00	\$59,636	13.00	\$47,742		1.00	\$0	\$816,364	36.00					
APRIL	2.00	\$421,935			6.00	\$3,144,300	17.00	\$81,727	39.00	\$75,266			\$3,723,228	64.00						
MAY	1.00	\$173,635	3.00	\$35,500 #	4.00	\$305,840	1.00	\$4,000	24.00	\$228,750	103.00	\$83,786	1.00	\$0	\$831,511	138.00				
JUNE	2.00	\$498,188	3.00	\$22,000	2.00	\$152,920	5.00	\$1,157,119	18.00	\$143,154	37.00	\$66,278		\$2,039,659	67.00					
TOTAL 6 MO	9.00	\$1,121,420	11.00	\$347,785	6.00	\$3,058,640	9.00	\$0	31.00	\$3,548,816	81.00	\$447,638	202.00	\$2,127,994	5.00	\$0	\$1,621,152	127.00		
JULY	4.00	\$758,263	2.00	\$4,500		11.00	\$1,057,718	29.00	\$160,149		26.00	\$57,911	1.00	\$0	\$2,038,541	73.00				
AUGUST	5.00	\$992,562	2.00	\$3,500		12.00	\$2,478,565	20.00	\$178,923		26.00	\$61,955	1.00	\$0	\$3,675,505	66.00				
SEPTEMBER														\$0	\$0	0.00				
OCTOBER														\$0	\$0	0.00				
NOVEMBER														\$0	\$0	0.00				
DECEMBER														\$0	\$0	0.00				
TOTAL 6 MO	9.00	\$9,710,825	4.00	\$8,000	0.00	\$0	0.00	\$0	24.00	\$3,536,283	49.00	\$339,072	\$2.00	\$119,466	2.00	\$0	0.00	\$5,148,064	133.00	
YEAR	18	\$2,832,245	15.00	\$155,785	6.00	\$305,840	0.00	\$0	54.00	\$7,082,099	130.00	\$786,710	254.00	\$332,860	7.00	\$0	2.00	\$0	\$13,535,198	466.00

BID TABULATIONS

30 INCH SANITARY PIPELINE BANK STABILIZATION

OPENING SEPTEMBER 12, 2013 @ 10:00 A.M.

NAME & NUMBER	BOND	TOTAL BID
LEGACY CORPORATION 16322 BARSTOW ROAD EAST MOLINE, IL 61244	5%	\$185,316.00
G. A. RICH & SONS, INC. 204 PERRY DEER CREEK, IL 61733	5%	\$ 87,658.00
OTTO BAUM COMPANY, INC. 866 N. MAIN STREET MORTON, IL 61550	5%	\$128,453.00
STARK EXCAVATING, INC 1805 W. WASHINGTON STREET BLOOMINGTON, IL 61701	5%	\$ 93,896.10

Engineer's Cost Estimate
30 Inch Sanitary Pipeline Bank Stabilization
July 15, 2013

Item No.	QTY	Unit	Description	Estimate		Legacy		GA Rich		Otto Baum		Stark	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	Each	Retaining Wall Removal	\$ 2,000.00	\$ 2,000.00	\$2,500.00	\$ 2,500.00	\$4,000.00	\$ 4,000.00	\$2,000.00	\$ 2,000.00	\$1,000.00	\$ 1,000.00
2	1	Each	Clearing and Grubbing	\$ 15,000.00	\$ 15,000.00	\$10,000.00	\$ 10,000.00	\$4,500.00	\$ 4,500.00	\$33,000.00	\$ 33,000.00	\$13,325.00	\$ 13,325.00
3	866	Foot	Silt Fence	\$ 5.00	\$ 4,330.00	\$5.00	\$ 4,330.00	\$3.00	\$ 2,598.00	\$7.30	\$ 6,321.80	\$3.10	\$ 2,684.60
4	502	Sq. Yd.	Filter Fabric	\$ 5.00	\$ 2,510.00	\$5.00	\$ 2,510.00	\$2.00	\$ 1,004.00	\$3.50	\$ 1,757.00	\$2.00	\$ 1,004.00
5	540	Sq. Yd.	Fabric Formed Concrete Revetment Mat	\$ 95.00	\$ 51,300.00	\$300.00	\$ 162,000.00	\$129.50	\$ 69,930.00	\$145.00	\$ 78,300.00	\$130.00	\$ 70,200.00
6	1,313	Sq. Yd.	Erosion Control Blanket	\$ 3.00	\$ 3,939.00	\$2.00	\$ 2,626.00	\$2.00	\$ 2,626.00	\$3.40	\$ 4,464.20	\$2.50	\$ 3,282.50
7	0.3	Acre	Seeding and Fertilizing	\$ 6,000.00	\$ 1,800.00	\$4,500.00	\$ 1,350.00	\$10,000.00	\$ 3,000.00	\$8,700.00	\$ 2,610.00	\$8,000.00	\$ 2,400.00
TOTAL:				\$	80,879.00	\$	185,316.00	\$	87,658.00	\$	128,453.00	\$	93,896.10



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Ty Whitford

AGENDA ITEM: Agreement for Transportation Service with TCRC

AGENDA DATE REQUESTED: 9/23/2013

ACTION REQUESTED: Approve the agreement with TCRC to provide transportation services to their clients.

DESCRIPTION: The City has been providing bus transportation services to TCRC for many years taking their clients from their housing units to their work centers. In the past, the service called for two buses for this service but with new regulations there will be an additional bus needed to ensure that the clients are not on the bus more than an hour.

The bus will be charged at a daily rate of \$200 per day with future increases based on the CPI but will be no less than 2.5% or more than 5%. This service provides the necessary transportation that the TCRC clients need to get to and from their jobs. I recommend that this agreement be approved.

FINANCIAL IMPACT: Approximately \$150,000 per year income.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Provides needed transportation for TCRC clients.

IMPACT IF DENIED: TCRC would have to find another way to transport their clients.

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: TY WHITFORD**

Date: 9-12-13

*Ty Whitford***Finance Department** (Certification of Availability of Funds):

Date: 9-13-13

*Angel Evans***Corporation Counsel:**

Date:

City Manager:*Joseph Whalen*

Date: 9/12/13



City of Pekin

AGREEMENT FOR TRANSPORTATION SERVICES

This Agreement is between:

City of Pekin
111 S Capitol Street
Pekin, Illinois 61554

Hereinafter referred to as Transportation Service

And
Tazewell County Resource Centers, Inc.
21310 Illinois Route 9
Tremont, Illinois 61568

Hereinafter referred to as the Facility

Under the terms of this agreement the Transportation Service will provide transportation to and from the facility for individuals mutually agreed upon by both parties.

1. Assurances: The Transportation Service has the responsibility in providing transportation to the facility for those individuals mutually designated, and the Transportation Services makes the following assurances:

A. The transportation system operated by the Transportation Service shall meet all applicable local and state regulations concerning licensing, equipment specifications, accessibility, safety, capacity and insurance.

B. The vehicles used to transport clients with physical disabilities shall be adapted to their needs.

C. Drivers shall have valid drivers' licenses for vehicles driven.

TCRC Contract
Page 2

D. Drivers and vehicle attendants shall be certified in first aid and CPR. Training shall be given in the use of the Heimlich maneuver and appropriate emergency procedures.

2. Documentation: The Transportation Service also agrees to provide documentation to the Facility as required by the Facilities regulatory bodies regarding compliance to the above assurances and other applicable regulations.

3. Term of Agreement: This Agreement shall not take effect until executed and approved by both parties. Upon approval, this Agreement shall take effect, and shall continue in full force and effect until terminated.

4. Modification of Agreement: Any modification or amendment of this Agreement must be in writing and executed by both parties. All modifications will not take effect until approved by the parties.

5. Termination:

A. This agreement may be terminated by either party, with or without cause, upon at least sixty (60) calendar days written notice to the other party.

B. This Agreement will automatically terminate upon the effective date of the Facilities loss of license, loss of certification, or loss of any other such requirement for providing day programming services. The Facility will notify the Transportation Service within five (5) calendar days of any such loss, or of the initiation of any proceedings, which might reasonably result in such a change.

C. All terms of this Agreement will remain in full force and effect until the effective termination date of this Agreement.

6. Service Days: The Transportation Service will provide services as per the calendar provided by the Facility.

TCRC Contract
Page 3

7. Transportation Times: The Transportation Service will schedule transportation times with the Facility and will follow schedules, which will be determined by mutual agreement.

8. Payment: The Facility agrees to pay the Transportation Service for services rendered within 30 days after receipt of an invoice. Payment for services may come from either the Facility or individual clients served. Arrangement for payment methods will be negotiated between the Facility and the Transportation Service as the need arises. Any changes, which are not made by mutual agreement, are subject to 60 day written notification.

9. Amount of Payment: The Facility will pay a per day amount of \$200.00 per bus for transportation for the first year with an increase of not less than 2.5% and not more than 5% for each year thereafter based on the actual Consumer Price Index (CPI) for each year.

10. Applicable Law: The Agreement is hereby made and must be performed in compliance with all applicable Federal and State laws, rules, and regulations. This Agreement shall be construed in accordance with the laws of the State of Illinois.

11. Severability: Invalidity of any provision, term, or condition of this Agreement for any reason shall not render any other provision, term, or condition of this Agreement invalid or unenforceable.

TCRC Contract
Page 4

In witness whereof, the Facility and the Transportation Service hereby
executes this Agreement.

City of Pekin:

By: _____

Title: _____ Mayor _____

Date: _____

Witness: _____
City Clerk

Facility: Tazewell County Resource Centers, Inc.

By: _____

Title: _____

Date: _____



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Ty Whitford

AGENDA ITEM: Intergovernmental Agreement with the Greater Peoria Mass Transit District for bus service to the City of Pekin

AGENDA DATE REQUESTED: 9/23/2013

ACTION REQUESTED: Approve the intergovernmental agreement with the Greater Peoria Mass Transit District to provide bus to within the City of Pekin with a connection to Peoria.

DESCRIPTION: In 2007, the City of Pekin transferred the municipal bus service to the Greater Peoria Mass Transit District (CitiLink). Since that time, CitiLink has provided in town bus services as well as connecting routes to Peoria and is providing paratransit services. The ridership numbers have grown steadily over the years and the service is well supported by the residents who use the service to get around town and to Peoria for connecting routes that also include ICC. Service is offered 5 days a week (M-F).

The annual cost for the coming year is \$124,265.32 is for the basic services provided. Requests for additional services or routes will be worked out ahead of implementation to arrive at an agreed upon cost. This service provides many residents with the means to get to and from their homes to places of work, education, medical appointments, and many other locations that they would not be able to get to. I recommend that this intergovernmental agreement with CitiLink be approved for the amount of \$124,265.32.

FINANCIAL IMPACT: Cost of \$124,265.32

NEIGHBORHOOD CONCERNS: Provides a needed service to the citizens

IMPACT IF APPROVED: Continue to provide bus services to the citizens

IMPACT IF DENIED: No longer provide bus services

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES	
Department Director: TY WHITFORD	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	9-13-13 
Corporation Counsel:	
Date:	
City Manager: 	
Date:	9/12/13

INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES

WHEREAS, the City of Pekin (hereinafter referred to as "Pekin") desires to seek the benefits of having its Public Transit services for the City of Pekin provided by the Greater Peoria Mass Transit District; and

WHEREAS, Greater Peoria Mass Transit District has the power and authority granted to it in its enabling statute, The Local Mass District Act, 70 ILCS 3610/5(d), and the Intergovernmental Cooperation Act, 5 ILCS 220/5, to provide those services to the City of Pekin;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Pekin will make its best efforts during the contract period to assist Greater Peoria Mass Transit District in the provision of service to Pekin.

OVERALL SERVICE

Greater Peoria Mass Transit District understands the needs within Pekin and the requirements and responsibilities of the provider of transit services in working with the City officials. Throughout the last three years Greater Peoria Mass Transit District has ensured complete professionalism and cooperation regarding all aspect of overall city administration responsibilities and council requirements.

SERVICE LEVELS

Greater Peoria Mass Transit District will employ the same routes, hours, frequencies, and days of the week that are presently operated. Any changes in times or routes would be mutually agreed by and between the parties and no changes to times or routes would be made without notice and approval by the City of Pekin.

VEHICLES

Greater Peoria Mass Transit District will provide the buses for the service and all of the maintenance for the vehicles.

ACQUISITIONS OF ASSETS AND EQUIPMENT

Greater Peoria Mass Transit District will provide all support equipment including spare parts, radios and cameras for the buses and other supplies.

OPERATIONAL ISSUES

Monitoring/Supervision

Greater Peoria Mass Transit District will utilize the same monitoring procedures that are in place for all other Greater Peoria Mass Transit District routes. This includes the use of the existing two-way communication system through Greater Peoria Mass Transit

District dispatch and regular road supervision. Supervisors are equipped with communication units to ensure constant communication with the dispatcher and drivers. Providing an adequate network to support the efforts of drivers as they serve the public is essential. Greater Peoria Mass Transit District's continuing philosophy is to staff its supervisory ranks at a level that will allow for availability of professional supervisory personnel whenever and wherever they are needed. The supervisor will also provide first response to vehicle accidents and incidents, assist trip movements, monitor driver's proficiency, assist in customer service issues and provide information, investigate customer complaints and verify and document operating performance.

Dispatching

Greater Peoria Mass Transit District proposes to utilize its existing dispatchers to handle normal dispatching duties for the service in Pekin. Dispatchers are the managers of the road operations and as such are responsible for knowing the conditions of the street operation on a vehicle-by-vehicle, minute-by-minute basis. Greater Peoria Mass Transit District's dispatching center is housed at its maintenance facility in Peoria. This is to ensure a completely calm and professional work area and to afford ease of communication with each operator including the ones servicing Pekin.

Manpower

Greater Peoria Mass Transit District will provide all personnel, needed to successfully operate transit service for the City of Pekin. Greater Peoria Mass Transit District will use good faith efforts to comply with all federal, state and local employment regulations and to supply all required state and local permits in addition to ensuring that all drivers are properly licensed for the service. Employees of a service organization, especially those with regular contact with passengers, can literally make or break the quality reputation of the service. It is important that employees providing transit service to Pekin understand not only that the community values the service they provide, but that they are valued as well. As an organization Greater Peoria Mass Transit District creates an environment that celebrates the importance of employee effort and contributions. Greater Peoria Mass Transit District relies on a screening process that includes well-defined descriptions of job duties, acceptable hiring standards, selection criteria that identify the best employees and a strict adherence to the process which makes it all work.

FACILITIES

Greater Peoria Mass Transit District shall store the buses at its maintenance facility at 2105 NE Jefferson Avenue, Peoria Illinois 61603-3587, or at a secured location owned or maintained by the District.

VEHICLE MAINTENANCE

Greater Peoria Mass Transit District proposes to provide all vehicle maintenance. To achieve Greater Peoria Mass Transit District's goal of maintaining a positive image for the service, it will be imperative that vehicles be well maintained, minimizing any potential for breakdowns. To build customer ridership, service must be dependable, clean and comfortable. Preventive maintenance on the vehicle will take place between 5500 and 6000 miles. This work will also be done at Greater Peoria Mass Transit District's maintenance facility.

ADA PARATRANSIT SERVICE

Greater Peoria Mass Transit District will comply with all the requirements of the Americans with Disabilities Act (ADA) as they pertain to the delivery of demand response services in Pekin. In keeping with that commitment Greater Peoria Mass Transit District is proposing to employ two separate vehicles operated by GPMTD's ADA service provider for ADA paratransit trips within Pekin service area.

Paratransit Eligibility

Greater Peoria Mass Transit District will use the same ADA eligibility procedure that is currently utilized in Pekin. Pekin residents would obtain an ADA application through Greater Peoria Mass Transit District's Special Services Director's office or through the District's website. This procedure would entail submission of a completed application to the Greater Peoria Mass Transit District and an assessment and monitoring performed by IPMR. No additional staff would be required. Individuals who are currently using the route deviation service in Pekin will be required to register with the Greater Peoria Mass Transit District and will be subject to regular recertification as required by FTA or federal law.

ADA Reservation Calls

Greater Peoria Mass Transit District proposes adequate phone lines to ensure ease of contact by the riding public in Pekin along with proper staffing to ensure effective customer service. It is Greater Peoria Mass Transit District's responsibility to ensure that its reservationists understand that Pekin offers next day and standing order and that next day scheduled service must comply with all ADA regulations. A dedicated telephone line with a Pekin phone number will be installed at GPMTD's ADA service provider.

SAFETY SUPPORT

Greater Peoria Mass Transit District implements extensive and comprehensive safety programs throughout its operation. Greater Peoria Mass Transit District will in its operation of Pekin service incorporate all safety programs and practices in service delivery to the City of Pekin.

FARE HANDLING/ MONEY COUNTING

All fares will be collected and retained by the Greater Peoria Mass Transit District. Fares charged in Pekin will be the same as fares charged for regular route service (currently \$1.00 per trip) and ADA paratransit service (currently \$2.00 per trip) throughout the Greater Peoria Mass Transit District service area.

CUSTOMER SERVICE

Phone Calls

The Greater Peoria Mass Transit District telephone operator will essentially serve as the first point of contact for all callers and residents requesting transit service in Pekin. Thus, it is imperative that each call be conducted in a polite, courteous and professional manner, as this experience will often determine the persons overall impression of the entire system. Greater Peoria Mass Transit District will utilize existing Greater Peoria

Mass Transit District and ADA service provider telephone staff to handle fixed route or ADA paratransit calls for Pekin.

Customer Response

Customer service feedback shall be responded to promptly and courteously. Customer comments are generally received from the following sources: telephone, written, personal contact and surveys.

Pass Sales

Greater Peoria Mass Transit District will continue to sell passes at a series of locations in Pekin where passes can be sold similar to those that exist in Peoria. The Transit Center also sells passes that Pekin riders could purchase.

TRAINING

Greater Peoria Mass Transit District will continue an extensive training program of its drivers, road supervisors, dispatchers, telephone operators, and maintenance and customer service personnel. This training will concentrate on familiarizing Greater Peoria Mass Transit District employees with the current routes and schedules, the street network in Pekin and the location of major generators along the routes.

INDEMNITY

Greater Peoria Mass Transit District agrees to indemnify and hold harmless the City of Pekin against any and all liabilities and damages as a result of claims, suits or good faith settlements agreeable to the Greater Peoria Mass Transit District or settlements arising out of or alleged to have arisen out of the negligence of Greater Peoria Mass Transit District for the services provided under the Agreement.

CONTRACT TERM

This proposal shall be for a one (1) year period from the ratification date of this agreement, and may be renewed on a yearly basis at the election of the City of Pekin and subject to the approval of the GPMTD's Board of Directors. The cost for each year of service will be on the basis of the fully allocated cost for services as calculated by the Greater Peoria Mass Transit District. If the City of Pekin does not have available funds or is not willing to expend funds to cover the fully allocated cost, the parties will negotiate in good faith to determine if a contract price agreeable to both parties can be achieved. Notice of the election to not renew shall be given by the City of Pekin at least one hundred and twenty (120) days prior to the end of the current contract term. In the event the parties cannot reach an agreeable contract price, the agreement may be terminated upon thirty (30) days notice.

Either part during any point in the contract, shall have the right to terminate this agreement and service, upon sixty days (60) written notice to the other party.

COST

Pekin as a part of the urbanized area is a recipient of funds from the Federal Transit Administration, Illinois Department of Transportation, and local funds including farebox revenue. Pekin's paratransit service is separate from the fixed route. Service is operated five days a week with no night or Saturday service.

Greater Peoria Mass Transit District will assess its fully allocated cost for service in the City of Pekin for each subsequent year of the contract and the option years.

Pekin will be responsible for the local share and this will be paid on a pro rata monthly basis. If expected or actual IDOT or FTA funding is significantly withdrawn, reduced or limited, Greater Peoria Mass Transit District may terminate its agreement for service in whole or in part on sixty (60) days written notice. In the event of termination of this Agreement, Greater Peoria Mass Transit District will be entitled to recover from state and federal funds all costs for the services provided up to and including termination. Costs are generally recovered from state and federal transit programs on a reimbursement basis and Greater Peoria Mass Transit District, even after the termination of the Agreement, is authorized to draw down those federal and state funds which cover those costs for providing the service to the City of Pekin under this agreement. The balance of any allocation or appropriation that would otherwise still be available from state and federal funds but not yet expended will be available to the City of Pekin.

City of Pekin

Greater Peoria Mass Transit District

By: _____
Mayor

By: James R. Polk
Chairman,

Date: _____

Date: _____

FY 14 ETIMATED COSTS

OVERALL SERVICE

Greater Peoria Mass Transit District understands the needs within Pekin and the requirements and responsibilities of the provider of transit services in working with the City officials. Throughout the last three years Greater Peoria Mass Transit District has ensured complete professionalism and cooperation regarding all aspect of overall city administration responsibilities and council requirements.

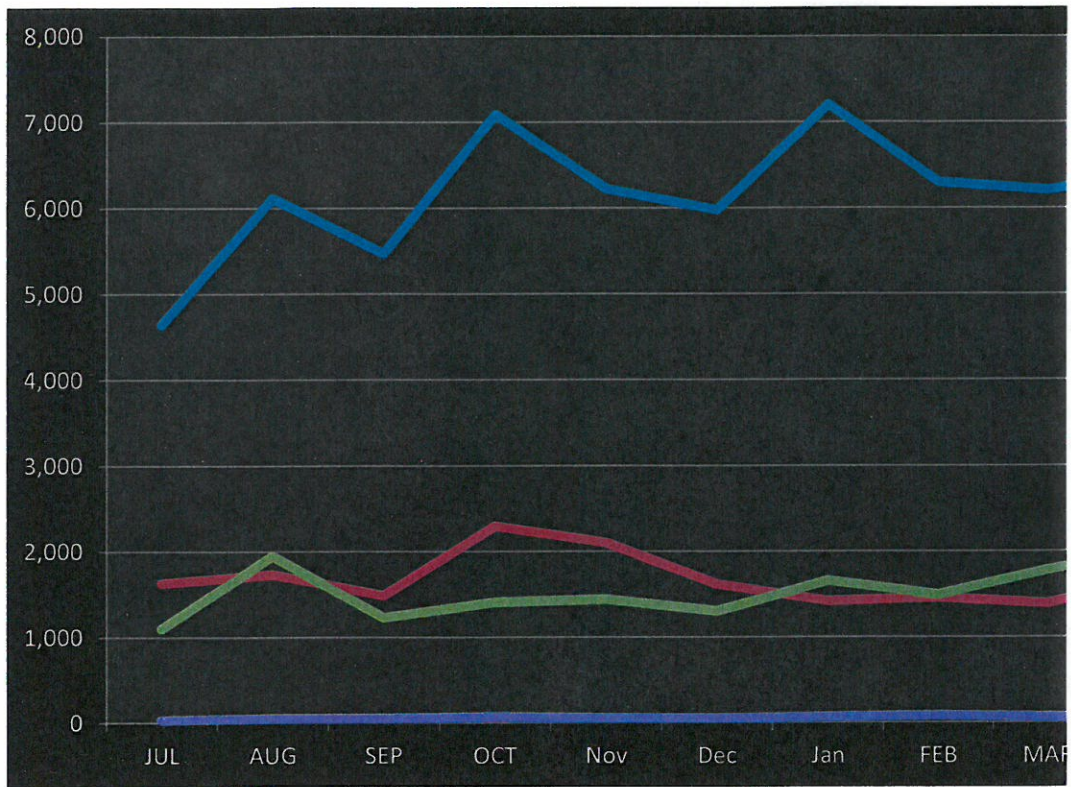
SERVICE LEVELS

Greater Peoria Mass Transit District will employ the same routes, hours, frequencies, and days of the week that are presently operated. Any changes in times or routes would be mutually agreed by and between the parties and no changes to times or routes would be made without notice and approval by the City of Pekin.

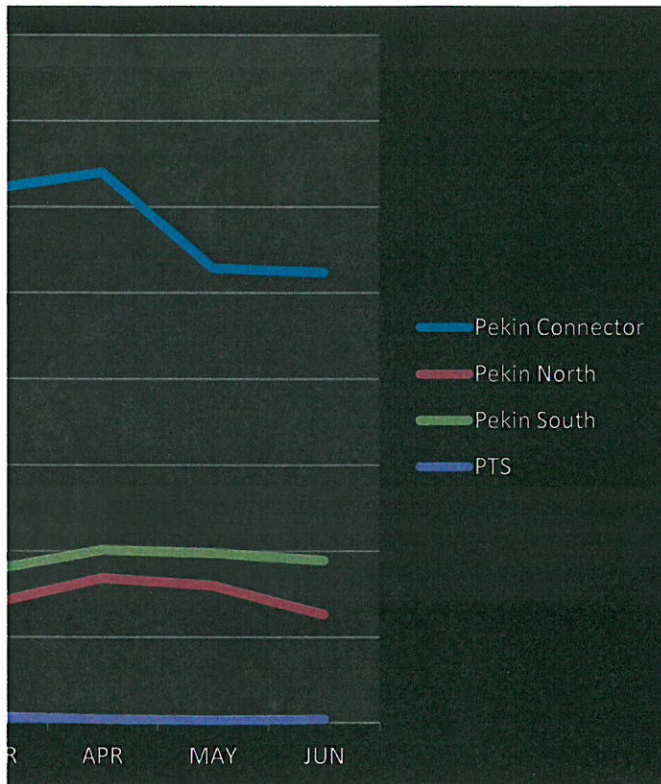
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Pekin's FY14 Estimated Annual Cost: \$124,265.32

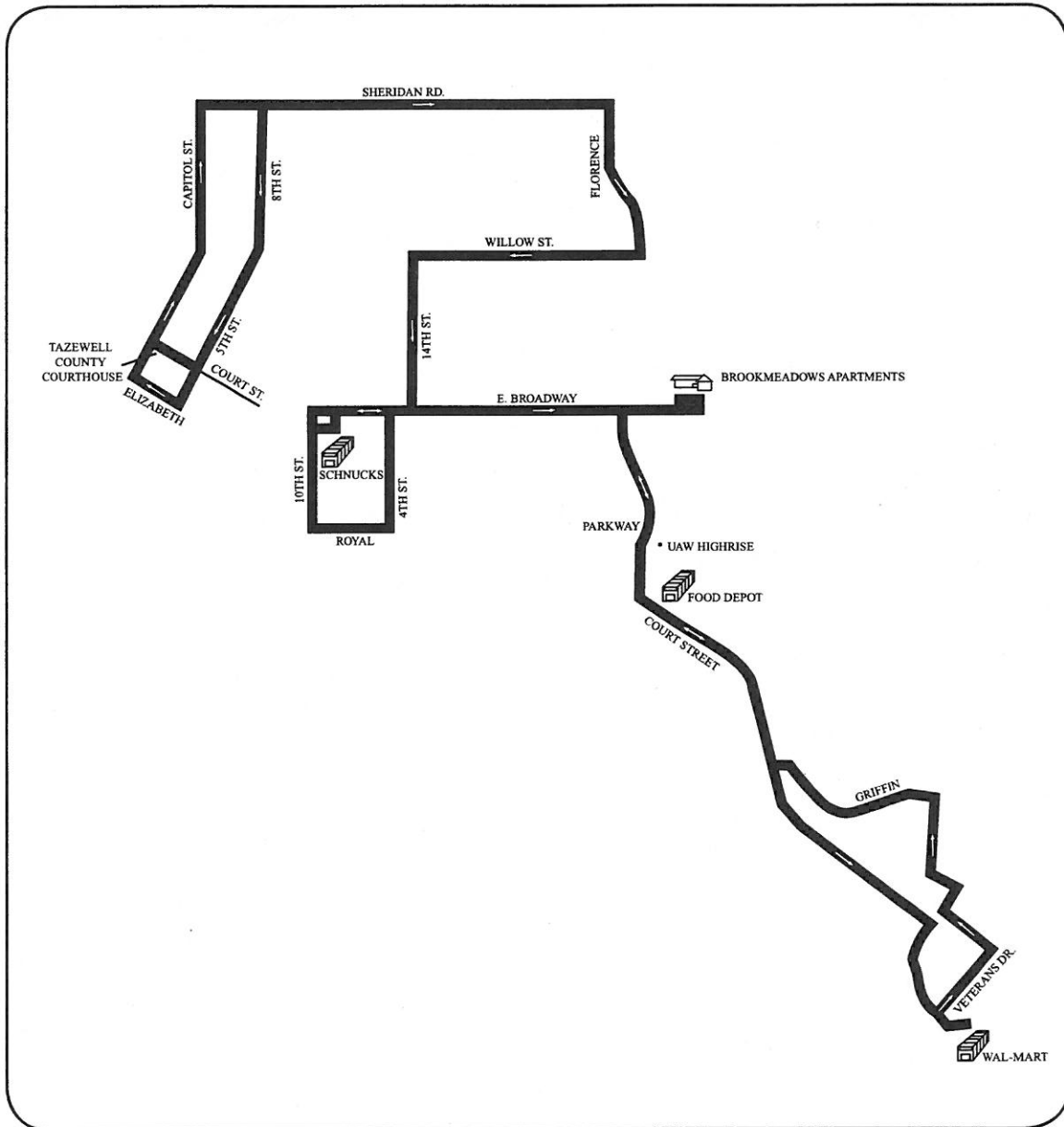


	JUL	AUG	SEP	OCT	Nov	Dec	Jan	FEB
Pekin Conn	4,642	6,118	5,470	7,092	6,224	5,980	7,205	6,304
Pekin Nortl	1,628	1,731	1,485	2,294	2,100	1,617	1,420	1,459
Pekin Soutl	1,099	1,948	1,231	1,407	1,442	1,303	1,659	1,491
PTS	27	54	51	72	55	52	67	80



MAR	APR	MAY	JUN	TOTAL
6,210	6,403	5,289	5,238	72,175
1,388	1,688	1,599	1,264	19,673
1,784	2,016	1,978	1,892	19,250
68	41	29	40	636

17 #17-Pekin North



#17-PEKIN NORTH

Times are approximate and may vary
due to weather, road, and traffic conditions.

ARRIVE COURTHOUSE	SHERIDAN & FLORENCE	SCHNUCKS	BROOK MEADOWS APT	UAW SENIOR CITIZENS HIGHRISE	ARRIVE WAL-MART	LEAVE WAL-MART	UAW SENIOR CITIZENS HIGHRISE	BROOK MEADOWS APT	SCHNUCKS	SHERIDAN & FLORENCE	ARRIVE COURTHOUSE
MONDAY thru FRIDAY											
6:45	6:51	6:56	7:00	7:03	7:10	7:15	7:22	7:25	7:29	7:34	7:40
7:45	7:51	7:56	8:00	8:03	8:10	8:15	8:22	8:25	8:29	8:34	8:40
8:45	8:51	8:56	9:00	9:03	9:10	9:15	9:22	9:25	9:29	9:34	9:40
9:45	9:51	9:56	10:00	10:03	10:10	10:15	10:22	10:25	10:29	10:34	10:40
10:45	10:51	10:56	11:00	11:03	11:10	11:15	11:22	11:25	11:29	11:34	11:40
11:45	11:51	11:56	12:00	12:03	12:10	12:15	12:22	12:25	12:29	12:34	12:40
12:45	12:51	12:56	1:00	1:03	1:10	1:15	1:22	1:25	1:29	1:34	1:40
1:45	1:51	1:56	2:00	2:03	2:10	2:15	2:22	2:25	2:29	2:34	2:40
2:45	2:51	2:56	3:00	3:03	3:10	3:15	3:22	3:25	3:29	3:34	3:40
3:45	3:51	3:56	4:00	4:03	4:10	4:15	4:22	4:25	4:29	4:34	4:40
4:45	4:51	4:56	5:00	5:03	5:10	5:15	5:22	5:25	5:29	5:34	5:40

NOTE CHANGE: The outbound #17 becomes the #18 inbound at Wal-Mart.
The inbound #18 becomes the #17 outbound at the courthouse.

LIGHTFACE denotes AM times

BOLDFACE denotes PM times**RED** denotes when Seniors (65 & older) will be charged regular fare

ALL SENIORS RIDE FREE at ALL TIMES with CityLink EXCEPT during our PEAK HOURS.

During these peak hours, most CityLink buses have standing room only. Seniors will be required to pay \$1.00 during peak hours; the same as all other adult passengers. **Every route is different so please follow times in red.**

CityLink has designed this plan to help most seniors to be able to continue riding the bus for free. You do not have to prove limited income and you do not have to get a CityLink I.D.; just tell the CityLink bus operator that you are over 65 years of age and you will be able to ride for free during non-peak hours.

CityLink works diligently to ensure that all passengers have the best ride possible. Your safety is our primary concern. Please ask drivers or customer service representatives with additional questions.

CityLink's peak hours are:
Monday through Friday
7:15a.m. – 9:15a.m.
3:45p.m. – 5:15p.m.



#17-PEKIN NORTH

Times are approximate and may vary due to weather, road, and traffic conditions.

ARRIVE COURTHOUSE	SHERIDAN & FLORENCE	SCHNUCKS	BROOK MEADOWS APT	UAW SENIOR CITIZENS HIGHRISE	ARRIVE WAL-MART	LEAVE WAL-MART	UAW SENIOR CITIZENS HIGHRISE	BROOK MEADOWS APT	SCHNUCKS	SHERIDAN & FLORENCE	ARRIVE COURTHOUSE
MONDAY thru FRIDAY											
6:45	6:51	6:56	7:00	7:03	7:10	7:15	7:22	7:25	7:29	7:34	7:40
7:45	7:51	7:56	8:00	8:03	8:10	8:15	8:22	8:25	8:29	8:34	8:40
8:45	8:51	8:56	9:00	9:03	9:10	9:15	9:22	9:25	9:29	9:34	9:40
9:45	9:51	9:56	10:00	10:03	10:10	10:15	10:22	10:25	10:29	10:34	10:40
10:45	10:51	10:56	11:00	11:03	11:10	11:15	11:22	11:25	11:29	11:34	11:40
11:45	11:51	11:56	12:00	12:03	12:10	12:15	12:22	12:25	12:29	12:34	12:40
12:45	12:51	12:56	1:00	1:03	1:10	1:15	1:22	1:25	1:29	1:34	1:40
1:45	1:51	1:56	2:00	2:03	2:10	2:15	2:22	2:25	2:29	2:34	2:40
2:45	2:51	2:56	3:00	3:03	3:10	3:15	3:22	3:25	3:29	3:34	3:40
3:45	3:51	3:56	4:00	4:03	4:10	4:15	4:22	4:25	4:29	4:34	4:40
4:45	4:51	4:56	5:00	5:03	5:10	5:15	5:22	5:25	5:29	5:34	5:40

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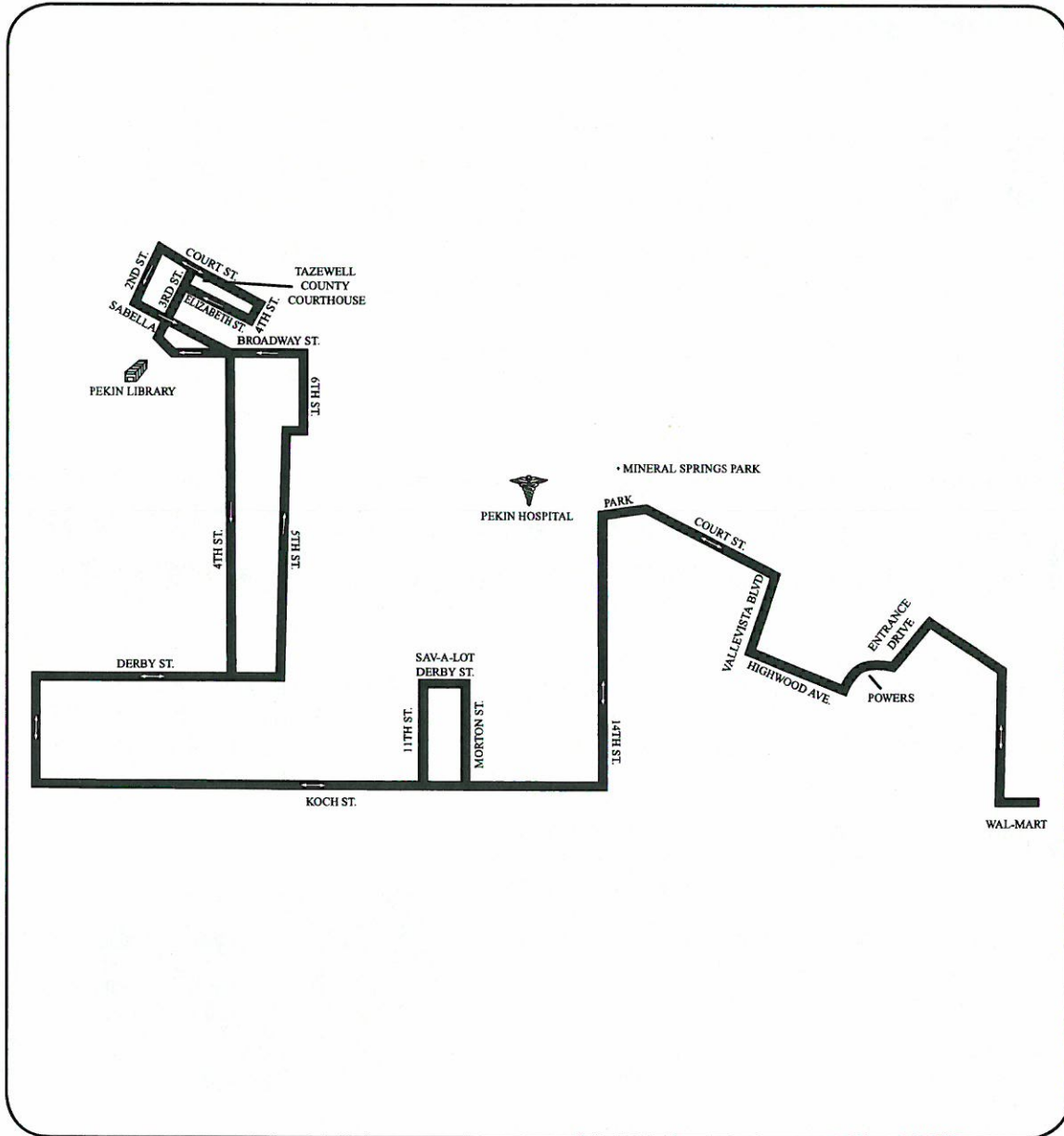
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CityLink's peak hours are:
Monday through Friday
7:15a.m. – 9:15a.m.
3:45p.m. – 5:15p.m.



18

#18 - Pekin South



#18-PEKIN SOUTH

Times are approximate and may vary
due to weather, road, and traffic conditions.

COURTHOUSE	HOFF & DERBY ST	DERBY & 11TH STREET	KOCH & 14TH STREET	14TH STREET & PARK	ARRIVE WAL-MART	LEAVE WAL-MART	PARK & 14TH STREET	14TH STREET & KOCH	DERBY STREET & 11TH STREET	HOFF & DERBY	ARRIVE COURTHOUSE
MONDAY thru FRIDAY											
6:45	6:51	6:54	6:55	6:58	7:07	7:14	7:24	7:27	7:28	7:31	7:40
7:45	7:51	7:54	7:55	7:58	8:07	8:14	8:24	8:27	8:28	8:31	8:40
8:45	8:51	8:54	8:55	8:58	9:07	9:14	9:24	9:27	9:28	9:31	9:40
9:45	9:51	9:54	9:55	9:58	10:07	10:14	10:24	10:27	10:28	10:31	10:40
10:45	10:51	10:54	10:55	10:58	11:07	11:14	11:24	11:27	11:28	11:31	11:40
11:45	11:51	11:54	11:55	11:58	12:07	12:14	12:24	12:27	12:28	12:31	12:40
12:45	12:51	12:54	12:55	12:58	1:07	1:14	1:24	1:27	1:28	1:31	1:40
1:45	1:51	1:54	1:55	1:58	2:07	2:14	2:24	2:27	2:28	2:31	2:40
2:45	2:51	2:54	2:55	2:58	3:07	3:14	3:24	3:27	3:28	3:31	3:40
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The inbound #17 becomes the #18 outbound at the courthouse.

LIGHTFACE denotes AM times **BOLDFACE** denotes PM times
RED denotes when Seniors (65 & older) will be charged regular fare

Spread the Word



Get involved in educating and promoting safe driving
in your community and through online social-media websites.
Talk to friends, family and coworkers.
Support advocacy organizations such as the
National Organizations for Youth Safety (www.noys.org)
and FocusDriven (www.focusdriven.org).

Riding a CityLink bus is a safe alternative to
distracted driving. Your safety is our priority.
Call 309-676-4040 or visit us at www.ridecitylink.org.





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Parking Lot Lease Extension – Century Link

AGENDA DATE REQUESTED: September 23, 2013

ACTION REQUESTED: Approve a two year extension to the lease for the parking lot on Ann Eliza and 4th to Century Link.

DESCRIPTION: In 2009, Century Link was granted a lease to use the parking lot at the corner of Ann Eliza and 4th Street for employee parking which allows for two, two year extensions with 90 days advance notice. The term of the lease runs from January 1, 2010 through December 31, 2011. Council approved the first two year extension September 26, 2011. That current term expires this December and they are asking permission to exercise their second option to extend another two years which would be from January 1, 2014 through December 31, 2015. They are asking that the monthly rent remain at the current rate of \$833.33 per month and continue to pay the taxes.

I recommend that this extension option request be approved. Lot was not used in the past when it was available for rent on an individual per spot basis when City Hall was moved. This lease has provided a continuous user and brought in some income.

FINANCIAL IMPACT: Continued income.

NEIGHBORHOOD CONCERNS: None.

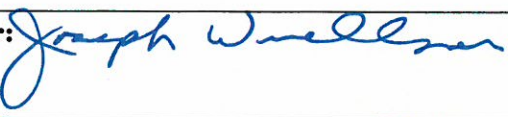
IMPACT IF APPROVED: Lease continues.

IMPACT IF DENIED: Lease would terminate and lot could be made available for rent to others.

ALTERNATIVES: Try to rent the lot again on an individual per spot basis.

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

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

REQUIRED SIGNATURES
Department Director:
Date:
Finance Department (Certification of Availability of Funds):
Date: 9-12-13 
Corporation Counsel:
Date:
City Manager: 
Date: 9/11/13



Randy Givan
931 14th Street, Suite 103
Denver, CO 80202
Phone: 720-578-2046
E-mail: Randy.givan@centurylink.com

August 29, 2013

Via UPS Overnight Delivery

City of Pekin, Illinois
111 S. Capitol Street
Pekin, IL 61554
Attention: Mayor

RE: Exercise of Second Option to Renew by Gallatin River Communications, LLC d/b/a CenturyLink ("Lessee") pursuant to that certain Lease Agreement dated June 22, 2009 as renewed by that certain Letter Agreement dated August 30, 2011 ("Lease") by and between the City of Pekin, Illinois ("Lessor") and Lessee for the parking lot located at 405 Ann Eliza Street in Pekin, Illinois ("Leased Premises")

Dear Sir or Madam:

This letter is Lessee's Notice of its intent to exercise its second option to renew the Lease for two years at the current Rent of \$833.33 per month (as set forth in Section II of the Lease) commencing on January 1, 2014 and expiring December 31, 2015.

Lessee's notice address set forth in Section XVI of the Lease is deleted in its entirety and replaced with the following:

Gallatin River Communications, LLC d/b/a CenturyLink
931 14th Street, Suite 103
Denver, CO 80202
Attn: Vice-President of Real Estate

With a copy to at the same time and in the same manner:

DTZ Americas, Inc.
8390 East Crescent Parkway, Suite 450
Greenwood Village, CO 80111
Attn: CenturyLink Lease Administration



With a copy at the same time and in the same manner of any Lessee default notice only (which alone will not constitute notice to Tenant) to:

CenturyLink Legal Department
5454 W. 110th St.
Mailstop: DF154L0701-721
Overland Park, KS 66211
Attn: Vice-President of Commercial Law

Please let me know if you have any questions.

With kind regards,

Randy Givan
Director of Real Estate
CenturyLink

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and executed in duplicate by and between the **CITY OF PEKIN, ILLINOIS**, herein called Lessor, and **GALLATIN RIVER COMMUNICATIONS, LLC dba CenturyTel**, an Illinois Corporation, herein called Lessee. This Lease is executed on the dates shown below Lessor's and Lessee's signature lines with an effective commencement date of January 1, 2010.

I. DESCRIPTION OF PREMISES

Lessor leases to Lessee the premises located at 407 Ann Eliza Street, in the City of Pekin, Illinois (the "Leased Premises"), and described more particularly as follows:

Part of Block 74 of a the Original Town of part of the West Half of the Southwest Quarter of Section 35, Township 25 North, Range 5 West of the 3rd P.M., in Tazewell County, Illinois, described as follows:

Lots 13, 14, 15 and 16 of said Block 74, containing 0.436 acres more or less, situated in Tazewell County, Illinois.

Part of PIN # 04-04-35-327-016

II. TERM

The term of this Lease is for two (2) years, beginning January 1, 2010, with Lessee having an option to renew said Lease for two (2) additional two (2) year terms. Lessee shall give Lessor written notice of its intent to exercise an option to renew this Lease at least ninety (90) days prior to the end of the term of this Lease.

III. RENT

The rent under this Lease is \$833.33 (Eight Hundred Thirty-three and 33/100 Dollars), payable in advance each month. Should the rent be late, but before the 10th of that month, the monthly payment shall be \$850.00 per month. Late payments beyond the 10th of that month shall be \$10.00 per day.

IV. TAXES

Lessee shall pay all real estate taxes and any special assessments hereafter coming due on the Leased Premises.

V. USE OF PREMISES, GENERALLY

The Leased Premises shall be used by Lessee as a parking lot. Lessee agrees to restrict its use to such purposes, and not to use, or permit the use of the Leased Premises for any other purpose without first obtaining the consent in writing of Lessor. Lessor agrees to allow Lessee to install ornamental fencing and security cameras at Lessee's expense as long as it meets the applicable City Code requirements. The cost of installing, maintaining and removing said security fence and camera shall be the responsibility of the Lessee. Lessee shall be responsible for separate utility metering of said improvements.

VI. NO WASTE, NUISANCE OR UNLAWFUL USE

Lessee shall not commit, or allow to be committed, any waste on the Leased Premises, create or allow any nuisance to exist the Leased Premises, or use or allow the Leased Premises to be used for any unlawful purpose.

VII. REPAIRS AND MAINTENANCE

Lessor agrees to maintain the Leased Premises in the condition it is in at the time of the conception of the term of the Lease. Lessor shall seal any deteriorated areas of the parking lot prior to the start of this Lease. Lessor shall have all lighting operational prior to the start of this Lease. Lessee shall be responsible for snow removal during the term of the Lease.

VIII. ACCEPTANCE AND SURRENDER OF THE LEASED PREMISES

Lessee accepts the Leased Premises possession in an "AS IS" condition with the exception as to Lessor's agreement to reseal all deteriorated areas of the parking lot pursuant to Section VII above. Lessee shall remove all business signs or symbols placed on the Leased Premises by it before redelivery back to Lessor. Lessee shall restore the Leased Premises in the same condition with normal wear and tear as before Lessee's use.

IX. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

Lessor reserves the right to enter on the Leased Premises at reasonable times to inspect same.

X. LESSEE TO CARRY LIABILITY INSURANCE

Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance in companies and through brokers regularly used by Lessee, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Leased Premises, in a minimum amount of \$1,000,000 for each person injured, \$1,000,000 for any one accident, and \$100,000 for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. A certificate

if insurance showing such required coverages shall be delivered to Lessor. Lessee agrees to obtain a written endorsement from its insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies and/or coverages. Lessee agrees that if such insurance policies and coverages are not kept in force during the entire term of this Lease and any extension thereof, Lessor may procure the necessary insurance, pay the applicable premium, and that such premium shall be repaid to Lessor upon demand.

XI. LESSOR'S REMEDIES ON LESSEE'S BREACH

If Lessee breaches this Lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event:

A. RE-ENTRY. Lessor may re-enter the Leased Premises immediately, and remove all Lessee's personnel and property therefrom. Lessor may store Lessee's property in a public warehouse or at another place of its choosing at Lessee's expense or to Lessee's account.

B. TERMINATION. After re-entry, Lessor may terminate the Lease on giving thirty (30) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the Lease.

C. RELETTING PREMISES. After re-entering, Lessor may relet the Leased Premises or any part thereof, for any term, at such rent and on such terms as Lessor may choose. Lessor may make alternations and repairs to the Leased Premises.

(1) LIABILITY OF LESSEE ON RELETTING. Lessee shall be liable to Lessor in addition to its other liability for breach of the Lease for all expenses of the reletting, and of the alterations and repairs made, which Lessor may incur.

(2) APPLICATION OF RENT ON RELETTING. Lessor, at its option, may apply the rent received from reletting the Leased Premises as follows:

(a) To reduce Lessee's indebtedness to Lessor under the Lease, not including indebtedness for rent:

(b) To expenses of the reletting and alternations and repairs made.

XII. HOLD HARMLESS

Tenant will at all times defend, indemnify, and save and keep harmless Lessor against claims arising from any and all loss, damage or expenses, including reasonable attorney fees, arising out of the conduct of its business on said Leased Premises.

XIII. ATTORNEY'S FEES

If a party files an action to enforce any covenant of this Lease, or for breach of any covenant herein, the losing party agrees to pay the prevailing party's reasonable attorneys' fees in the action, with such fees to be fixed by the court.

XIV. LESSOR'S TERMINATION RIGHTS/RIGHT OF FIRST REFUSAL

In the event the Lessor receives a bona fide offer to purchase from any third party, Lessor shall give written notice to the Lessee of said offer, as well as a one-hundred eighty (180) day notice to terminate the Lease, upon consummation of the sale of the Leased Premises. Lessee shall have twenty-one (21) days from receipt of the bona fide offer notice from Lessor to notify Lessor of its intent to exercise its right of first refusal to meet the purchase price offered in the bona fide offer previously received by the City, and thereafter executing necessary documents for the purchase of the Leased Premises at said price. In the event Lessee does not notify the Lessor, within the 21 days, of its intent to exercise the right of first refusal, or declines to exercise the right of first refusal, Lessor shall be free to proceed to the sale of the Leased Premises, upon the terms contained in the bona fide offer, possession to be given 180 days after the above stated notice give to Lessee.

XV. NO RENEWAL OF LEASE

If the Lessor permits the Lessee to hold-over after expiration of the term of this Lease, such hold-over shall not be deemed a renewal of this Lease but rather shall be a month to month tenancy.

XVI. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be 111 S. Capitol St., Pekin, Illinois, 61554. Notices to Lessee may be addressed to Lessee at Gallatin River Communications, LLC, Attn: Legal Department, 100 CenturyTel Drive, Monroe, Louisiana 71203.

XVII. EFFECT OF LESSOR'S WAIVER

Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of a subsequent breach of the one waived.

XVIII. LEASE APPLICABLE TO SUCCESSORS

This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives and assigns of the parties.

XIX. TIME OF ESSENCE AND GOVERNING LAW

Time is of the essence of this Lease. The terms and conditions of this Lease shall be governed by the laws of the State of Illinois.

EXECUTED at Pekin, Illinois on this ____ day of _____, 2009.

CITY OF PEKIN, Lessor

BY: _____
Signature

Printed Name: _____

Title: _____

EXECUTED at _____ on this ____ day of _____, 2009.

**GALLATIN RIVER COMMUNICATIONS,
 LLC dba CenturyTel, Lessee**

BY: _____
Signature

Printed Name: _____

Title: _____

This document prepared by:
 Elliff, Keyser, Oberle & Dancey, P.C.
 PO Box 873
 109 S. 4th St.
 Pekin, IL 61555-0873
 Phone: 309-346-4148



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: To Award the Bid for 30" Sanitary Pipeline Bank Stabilization

AGENDA DATE REQUESTED: September 23, 2013

ACTION REQUESTED: To award the contract to G.A. Rich & Sons, Inc for the 30" Sanitary Pipeline Bank Stabilization Project in the amount of \$87,658.00

DESCRIPTION: This is to award the bid to G.A. Rich and Sons, Inc. in the amount of \$87,658 for the 30" Bank Stabilization Project. G.A. Rich and Sons has met all the requirements of the bid and while their proposal was more than the engineer's estimate it is a reasonable bid. After examining all the bids there was a spread of total pricing, however most of the unit prices were within a reasonable tolerance.

This project is needed due to the erosion of the river bank at this location. There has been a problem at this location for several years with high river levels eroding the bank and exposing the top of the pipe. After the flood the Illinois River received this spring and summer it was discovered that almost the entire pipe has been exposed down to the gabion baskets that were installed to protect the foundation. If the river bank erosion continues it will undermine the gabion baskets and its support. Also the pipe is now vulnerable to be struck with debris in the river during high water levels. This revetment mat will ensure that the pipe remains covered to provide protection from debris and erosion.

I recommend that this proposal be awarded.

FINANCIAL IMPACT: \$87,658.00 of Waste Water Sewer Funds

NEIGHBORHOOD CONCERNS: There will be disruption to the fishing pier and the associated trail from Court St. while the work is being performed.

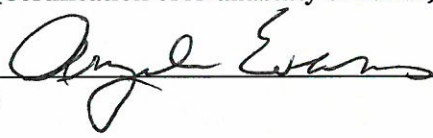
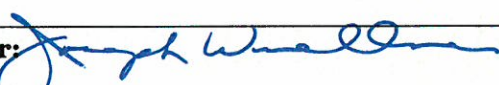
IMPACT IF APPROVED: There project will be awarded and construction can start this fall to ensure the stability of the sanitary sewers

IMPACT IF DENIED: The project will not be awarded. This will allow for the potential of additional scour undermining the pipes which could result in the pipes falling into the river. This would cause a very serious IEPA violation.

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.]

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	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:	9/13/13
Finance Department (Certification of Availability of Funds):	
Date:	9-18-13 
Corporation Counsel:	
Date:	
City Manager:	
Date:	9/13/13

Engineer's Cost Estimate
30 Inch Sanitary Pipeline Bank Stabilization
July 15, 2013

Item No.	QTY	Unit	Description	Estimate		Legacy		GA Rich		Otto Baum		Stark	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	Each	Retaining Wall Removal	\$ 2,000.00	\$ 2,000.00	\$2,500.00	\$ 2,500.00	\$4,000.00	\$ 4,000.00	\$2,000.00	\$ 2,000.00	\$1,000.00	\$ 1,000.00
2	1	Each	Clearing and Grubbing	\$ 15,000.00	\$ 15,000.00	\$10,000.00	\$ 10,000.00	\$4,500.00	\$ 4,500.00	\$33,000.00	\$ 33,000.00	\$13,325.00	\$ 13,325.00
3	866	Foot	Silt Fence	\$ 5.00	\$ 4,330.00	\$5.00	\$ 4,330.00	\$3.00	\$ 2,598.00	\$7.30	\$ 6,321.80	\$3.10	\$ 2,684.60
4	502	Sq. Yd.	Filter Fabric	\$ 5.00	\$ 2,510.00	\$5.00	\$ 2,510.00	\$2.00	\$ 1,004.00	\$3.50	\$ 1,757.00	\$2.00	\$ 1,004.00
5	540	Sq. Yd.	Fabric Formed Concrete Revetment Mat	\$ 95.00	\$ 51,300.00	\$300.00	\$ 162,000.00	\$129.50	\$ 69,930.00	\$145.00	\$ 78,300.00	\$130.00	\$ 70,200.00
6	1,313	Sq. Yd.	Erosion Control Blanket	\$ 3.00	\$ 3,939.00	\$2.00	\$ 2,626.00	\$2.00	\$ 2,626.00	\$3.40	\$ 4,464.20	\$2.50	\$ 3,282.50
7	0.3	Acre	Seeding and Fertilizing	\$ 6,000.00	\$ 1,800.00	\$4,500.00	\$ 1,350.00	\$10,000.00	\$ 3,000.00	\$8,700.00	\$ 2,610.00	\$8,000.00	\$ 2,400.00
TOTAL:				\$	\$ 80,879.00	\$	\$ 185,316.00	\$	\$ 87,658.00	\$	\$ 128,453.00	\$	\$ 93,896.10



09/15/2013



09/15/2013



09/15/2013

09/15/2013



2709 McGraw Drive
Bloomington, Illinois 61704
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September 16, 2013

Mr. Joe Wuellner
City Manager
City of Pekin, Illinois
111 S. Capitol St.
Pekin, IL 61554

Subject: 30 Inch Sanitary Pipeline Bank Stabilization

Dear Mr. Wuellner:

Bids were opened for the subject project on Thursday, September 12, 2013 at 10:00 AM at City Hall. Four bids were received as summarized on the attached Bid Tabulation.

The apparent low bidder is G.A. Rich & Sons, of Deer Creek, IL at the base bid price of \$87,658. G.A. Rich's bid is somewhat higher than the Engineer's estimate at \$80,879; however, the number and range of bids from the regional contractors who submitted bids indicate to us that G.A. Rich's pricing is reasonable. There is some variation in unit pricing (dependent on where the contractors are spreading their costs among the various line items), but at least two or more of each of the unit prices submitted are near identical, evidencing we are seeing the local market lows for these items.

Our firm and the City of Pekin have worked with G.A. Rich & Sons on numerous projects and we can vouch for the typical quality of their work. Currently, they are actively working as a subcontractor for Williams Brothers on the City's wastewater treatment plant project so the quality of current work is evidenced there. G.A. Rich has submitted the requisite bid bond, acknowledged the bid addendum, attended the mandatory pre-bid meeting and made the required site verification visit.

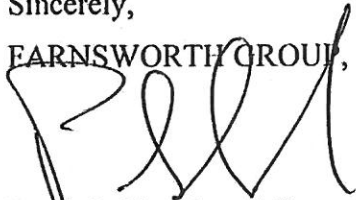
The work is needed and the scope of the work is already trimmed to fundamental needs. There is nothing we could effectively cut from the project scope. The existing exposed pipe is in a potential failure condition and this work is a near emergency need.

Based on the above, we recommend award of the contract for the 30 Inch Sanitary Pipeline Bank Stabilization to G.A. Rich in the amount of \$87,658.

Please contact us with any questions or comments on the above.

Sincerely,

EARNSWORTH GROUP, INC.

A handwritten signature in black ink, appearing to read 'PJS', is written over the company name.

Patrick J. Sheridan, P.E.
Project Manager

Enclosure(s)

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Pekin, Illinois (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

30 Inch Sanitary Pipeline Bank Stabilization

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

30 Inch Sanitary Pipeline Bank Stabilization

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Farnsworth Group, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- #### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- #### 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 90 days (in service and operating with new pipe and final inspection) from the issuance of the Notice to Proceed as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days (punchlist and contract close out from the issuance of the Notice to Proceed, unless the period for completion is extended otherwise by the Contract Documents.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Construction Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion of the work. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in this paragraph 5.01B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions

- B. For all work, at prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage).
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to

existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages C-520-1 to C-520-8, inclusive).
 - 2. Performance bond (pages C-610-1 to C-610-3, inclusive).
 - 3. Payment bond (pages C-615-1 to C-615-3, inclusive).
 - 4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).

- c. ____ (pages ____ to ____, inclusive).
- 5. General Conditions (pages C-700-1 to C-700-62, inclusive).
- 6. Supplementary Conditions (pages C-800-1 to C-800-10, inclusive).
- 7. Specifications titled 30 Inch Sanitary Pipeline Bank Stabilization.
- 8. Drawings as titled 30 Inch Sanitary Pipeline Bank Stabilization.
- 9. Addenda (numbers ____ to ____, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (page 00505-1, inclusive).
 - c. Current Prevailing Wage Rates.
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (page C-550-1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, members, managers, and legal representatives to the other party hereto, its partners, successors, assigns, members, managers, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Pekin, Illinois

By: _____

Title: City Manager

Attest: _____

Title: Clerk

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, Limited Liability Company or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:
