City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, AUGUST 14, 2017
5:30 PM

1.	**Pledge of Allegiance**
2.	**Call to Order**
3.	**Approve Agenda**
3.1.	Approve agenda
4.	**Approval of Minutes**
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - Jul 24, 2017 5:30 PM
5.	**Public Input**
6.	**Consent Agenda**
6.1.	Tazewell County Animal Control - July 2017 **ACTION REQUESTED**: Receive and File Tazewell County Animal Control Billing – July 2017
6.2.	Liquor Commission Minutes dated June 22, 2017 **ACTION REQUESTED**: Approve Liquor Commission Minutes June 22, 2017
6.3.	Traffic Safety Committee Approved Meeting Minutes - July 2017 **ACTION REQUESTED**: Receive and File Traffic Safety Committee Approved Meeting Minutes – July 2017
7.	**COMMUNICATIONS**
7.1.	Recognition of the Police Department by the Illinois Association of Chief's of Police **ACTION REQUESTED**: Recognition of the Pekin Police Department by the Illinois Association of Chiefs of Police for Efforts in Recent Distracted Driver Campaign.
7.2.	Recognition of Pekin Police Explorer Post 2400 - Illinois State Conference Competition **ACTION REQUESTED**: Recognition of the Police Department Explorer Post at the recent ILEEC July 30th through August 4th in Romeoville, IL

7.3. Presentation of Court Street Design Update

ACTION REQUESTED:

8. New Business

8.1. Pekin Area Chamber of Commerce Support Request

ACTION REQUESTED: Pekin Area Chamber of Commerce request for the City's continued annual financial support of the organization in the amount of $14,000.00.

8.2. Amend the Engineering Agreement with Hanson for the Front Street

ACTION REQUESTED: To approve the amended engineering agreement with Hanson Professional Services in the amount not to exceed $600,000.

8.3. Supplemental MFT Resolution No. 62-17/18 14-00000-01-GM

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the supplemental resolution for Section 14-00000-00-GM in the amount of $103,800.

8.4. Resolution No. 61-17/18 City of Pekin Downtown Two Hour Parking Restriction Moratorium

ACTION REQUESTED: to adopt Resolution No. 61-17/18 and approve a 6-month moratorium on 2-hour parking restriction downtown.

8.5. Request to Purchase Tasers

ACTION REQUESTED: Request to Spend Previously Approved Funds From

100-761-5-290.00 in the amount of $14,154.06 for Purchase of 10 Tasers, Holsters, Batteries and Warranty.

8.6. Agreement Between Pekin Community High School District 303 Agreement for School Resource Officer

ACTION REQUESTED: Approve the annual agreement between the Pekin Community High School and The City of Pekin for a School Resource Officer.

8.7. Intergovernmental Agreement by and between The Illinois Office of the Comptroller and The City of Pekin Regarding Access to The Comptroller's Local Debt Recovery Program

ACTION REQUESTED: Approve Intergovernmental Agreement with Illinois Office of the Comptroller Regarding Access To the Comptroller's Local Debt Recovery Program.

	8.8. Motor Fuel Tax Resolution No. 63-17/18 for Front Street Engineering **ACTION REQUESTED**: Approve Resolution for the expenditure of MFT Funds for the Engineering Agreement with Hanson for the Front Street Engineering in the amount of $600,000.00.
9.	**Any Other Business To Come Before The Council**
10.	**Adjourn**

Column 1 Key:
TC Tony Carson City Manager

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.

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY JULY 24, 2017 AT 5:30 O'CLOCK P.M.
JOHN MCCABE *MAYOR * PRESIDING

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PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro-Tem Orrick.

CALL TO ORDER

All Members were present for Roll Call except Mayor John McCabe who was absent. A quorum was declared.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	4:04 PM
Michael Garrison	Councilman	Present	4:04 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:04 PM
John P Abel	Council Member	Present	4:04 PM
Michael Ritchason	Council Member	Present	5:19 PM
Mark Luft	Council Member	Present	4:04 PM
John McCabe	Mayor	Absent	4:04 PM

APPROVE AGENDA

3.1. Motion to: **Approve Agenda**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James A Schramm, Council Member
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft
ABSENT:	John McCabe

APPROVAL OF MINUTES

4.1. **City Council - Regular Meeting - Jul 10, 2017 5:30 PM**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft
ABSENT:	John McCabe

PUBLIC INPUT

Brett Bode introduced himself as a nonresident but prior resident for 40 years and presently working as coordinator of St Vincent de Paul Society Crisis Response. Mr. Bode distributed a document to Council to address the proposed amendment to the 2017 Action Plan and the 2015-2019 Consolidated Plan Amendment. He indicated 2 priorities in the Plan were adopted by the Council in July 2015 after a project needs assessment was conducted. High priorities were Owner Occupied Rehabilitation and Public Services to provide dollar funding to local agencies. He expressed his concerns that the proposal before them had 3 projects of no

Minutes Acceptance: Minutes of Jul 24, 2017 5:30 PM (Approval of Minutes)

benefit to the needy. He asked that Council not take targeted federal funds in order to pay general expenses of the City for demolition, ADA approved sidewalks, and City Inspector salary.

Brian Byrne, President Pekin Initiative Outreach, stated he was passionate about helping the poor and would like to see the money stay where was intended to be used.

Ann Witzig expressed her opinion that the money for the HUD plan should not be taken away from people that need it. She asked that Council deny the amended proposal.

Lynne Johnson, Pekin School District and director of Social Services Provider for Pekin Outreach told the Council that she had worked with nonprofit organization that misappropriated funds and that HUD will want reimbursement if the money was put in sidewalks and not used for the poor.

United Way Director Greg Ranney requested the Council to pay attention to the public input concerns and do what was best for the poor of the community.

Julia Karcher asked the Council to set aside additional time for public input or to put allocations back were appropriated.

CONSENT AGENDA

6.1. Pekin Public Library Annual Report 2017

6.2. Pekin Plan Commission Draft Minutes Dated July 12, 2017

6.3. Pekin Zoning Board of Appeals Draft Minutes - July 12, 2017

6.4. Building Department Report - June 2017

6.5. Traffic Safety Committee - June 2017 Meeting Minutes

6.6. Police Department June 2017 Monthly Stats

6.7. Tazewell County Animal Control - June 2017 Billing & Report

6.8. Enjoy Pekin Tourism Minutes dated June 13, 2017

6.9. Motion to: **Approve Consent Agenda**
Mayor Pro-Tem Orrick read and presented 8 items for consideration of the Consent Agenda by Omnibus Vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Ritchason, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft
ABSENT:	John McCabe

NEW BUSINESS

7.1. Master Services Agreement with Chestnut Global Partners for Employee Assistance Program
Council was advised the annual agreement since 2005 provided full and part-time employees and families counseling and referral services to help in a wide range of concerns both personal and professional. Chestnut also conducted training sessions, publications, and web access and provides aid in post incident debriefing. The budgeted cost from the Insurance Fund was $10,164.00. Questions from Council were how often used and if the program applied to retirees.

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mark Luft, Council Member
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft
ABSENT:	John McCabe

7.2. **Ordinance No. 1462-A353-17/18 An Ordinance Amending Title 8, Chapter 4, Sections 1. D. of the Code of the City of Pekin 1995 Regarding No Parking Schedule**

The Traffic Safety Committee recommended to the Council to consider restricting parking on S. 5th Street from Koch Street to Hanna Drive on both East and West sides. Mayor Pro Tem Orrick requested that Chief Tom Collins address the request of the Park District to help regulate the parking issue and to increase safety of both motorists and pedestrians in the location of the Park District Sports Complex. Council Member Ritchason noted the parking on 5th Street rather than using the parking lots in the Complex had exploded this year. Council Member Luft stated he backed the recommendation 100% for the safety of the kids. The parents were parking for the convenience when there was plenty of parking in the lots.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Garrison, Councilman
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft
ABSENT:	John McCabe

7.3. **Site Plan Review & Consideration of Amendment to Sunset Hills Subdivision Plat**

Recommendation of the Plan Commission to deny the a request to amend the subdivision plat to permit the connection of a driveway onto the end of Fahnders Drive for property located outside of the City limits at 16604 VFW Road. John Lebegue, Building and Inspections informed the Council that neighboring property owners appeared before the commission to express concern of increased traffic and improper use, interference with snow plowing, fire, and garbage truck operations. The commission voted 5-1 to deny. Mayor Pro Tem questioned the use if in the future the land was subdivided. Also discussed was the controlled use of the driveway, a convenience for someone outside the City, unorthodox nature of the connection to a dead-end street, and the ability to make use of infrastructure without and compensation to the City.

RESULT:	**APPROVED [5 TO 1]**
MOVER:	Mark Luft, Council Member
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Orrick, Abel, Ritchason, Luft
NAYS:	Michael Garrison
ABSENT:	John McCabe

7.4. Motion to: **amend the allocation of $82,207 Code Enforcement and $85,000 ADA Sidewalks a total of $167,207 to Owner Occupied Rehabilitation**

Council Member Luft thanked the people that spoke to the amendment and

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stated that he agreed that the programs had been altered of their intended use. He would make a motion to amend the motion stated to approve the re-allocation of funds and to approve the 2017 Action Plan and Consolidated plan as amended.

Mayor Pro Tem asked that the action requested be presented. Mark Rothert on behalf of Pamela Anderson Community Development Director, advised the Council that the purpose of the Plan was to develop a viable urban community by providing decent housing, suitable living environment principally for low and moderate income persons. The 2017 Action Plan with amendment #1 would include the following projects: Administration, Rehab Program Delivery, owner Occupied Rehabilitation - emergency only, Public Services, Code Enforcement, demolition Public Facility / ADA Sidewalks. If the priorities and submittal were not met to meet the HUD August 16, 2017 deadline program year, funding of CDBG dollars would not be allocated. Discussion followed. Council Member Luft felt $167,000 should go back into rehabilitation of houses but had no problem with the demolition allocation because he had seen safety issues in the areas of low income which needed to be eliminated. Council Member Abel stated the City was not a social service agency for just the poor but represented the whole community. There was nothing illegal regarding the allocation to sidewalks and code enforcement. Those funds would benefit the low and moderate income areas. He questioned if the funds being carried over were a one time occurrance. City Manager Carson advised the Council that staff would do their best to spend the $246,000 but will be push not just on the City's part but have to have the cooperation of the people in the program. They need to complete application, allow entry to property, appraisals, and estimates and to perform the work. It was not always the City's fault in fulfilling the obligation. Mr. Carson assured the Council that there would be carryover if another $167,000 was allocated to rehabilitation. Council Member Ritchason stated the need to do a better job in making the community aware of the dollars and projects available.

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Mark Luft, Council Member
SECONDER:	Michael Garrison, Councilman
AYES:	Schramm, Garrison, Orrick, Ritchason, Luft
NAYS:	John P Abel
ABSENT:	John McCabe

7.5. 2017 Action Plan & 2015-2019 Consolidated Plan Amendment as amended

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Michael Ritchason, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Ritchason, Luft
NAYS:	John P Abel
ABSENT:	John McCabe

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

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The following public members addressed their questions, comments and concerns to the Council.

Ann Witzig VFW and 5th Street light not completed; did the City have a spray contract; questioned if there was a daily office plan for mowing; commented people were receiving tickets for not cleaning alleys yet City had weeds at East Court Village; asked name of new Social Media Director; noted City Manager did not answer any questions.

Julia Karcher questioned the duties of a social media director; thanked Council Member Luft for engaging with the public; questioned why bathrooms at riverfront were locked; thanked Mr. Bode for Council's reconsideration of the Action Plan amendment.

City Manager Tony Carson informed the Council that the City would engage in a TCRPC study

Announced the Wastewater Treatment Plant on July 29, 2017 no private vehicle allowed and bus would leave at noon and return at 2:00 p.m.

Council Member Ritchason express approval that the purchase of cameras for the Council Chambers was expedited.

Council Member Schramm promoted the Cruise in Downtown for the weekend.

Council Member Luft questioned if alleys were the responsibility of the adjacent resident.

Mayor Pro Tem Orrick commented on the no parking signs still on 5th Street after the Hospital Dash to Dawn was over. He asked that communication be improved regarding CDBG funds.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

No further business to come before the Council, motion by Council Member Ritchason, seconded by Council Member Luft that Council adjourn. Mayor Pro-Tem orrick adjourned the meeting at 7:00 p.m.

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REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 8, 2017

From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Tazewell County Animal Control - July 2017	
AGENDA DATE REQUESTED: August 14, 2017	
ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – July 2017	
DESCRIPTION: Receive and File Tazewell County Animal Control Billing – July 2017	
FINANCIAL IMPACT:	
NEIGHBORHOOD CONCERNS:	
IMPACT IF APPROVED:	
IMPACT IF DENIED:	
ALTERNATIVES:	
RELATED TO EFFICIENCY STUDY:	
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 Directors and City Staff: Date:
Finance Department (Certification of Availability of Funds)**:** Date:
City Manager: Date:

Tazewell County Animal Control
21314 State Route 9
PO Box 158
Tremont, IL 61568
Phone: (309) 925-3370
FAX: (309) 925- 3633

TAZEWELL COUNTY ANIMAL CONTROL

ACCOUNT UNPAID CHARGES

Balance Due $3753.83

City Of Pekin
111 S Capitol St
Room 242
Pekin, IL 61554

Our records show the following charges are unpaid.

Date	Description	Charge Amount	Unpaid balance
08-01-2017	Pekin Contract Fee	$3,753.83	$3,753.83
	As of 08-01-2017, there is a balance due of		**$3,753.83**

Customize this form text

Attachment: Tazewell County Animal Control - July 2017 (1193 : Tazewell County Animal Control - July 2017)

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Tazewell County Animal Control

Record count on this entire report: 203
Run Date: 08-01-2017 06:58:47 AM by Ryan A Sanders
FAX: (309) 925- 3633

Case Intake Register 07-01-2017 to 07-31-2017

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
07-24-2017 1	07-24-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes		George And Cindy...	#132637/F/Dog/Collie Jessie/Small/Senior/Black/Brown	
07-12-2017 3	07-12-2017	Stray/Aco Pickup Pickup location: 1214 Mechanic, Pekin, IL 61554	Harms, Jaymee	Scott Boatz	#97296/M/Dog/Border Collie Benjamin/Large/Adult/Tricolor/Tan	1676
07-08-2017 3	07-08-2017	Stray/Aco Pickup Pickup location: 101 S Capitol, Pekin, IL 61554	Lohnes, Pam	Jordan Ellis	#106585/M/Dog/Labrador Retriever Jake/Large/Adult/Red	1647
07-01-2017 2	07-01-2017	Stray/Aco Pickup Pickup location: 2415 Willow, Pekin, IL 61554	Homerin, Charlena	Brittney King	#152710/M/Dog/Gsd Billy Jack/Large/Senior/Black	1605
07-01-2017 3	07-01-2017	Stray/Aco Pickup Pickup location: Not specified or see notes	Homerin, Charlena	Brittney King	#152762/M/Dog/Gsd Thor/Large/Adult/Black/Brown	
07-04-2017 1	07-04-2017	Stray/Aco Pickup Pickup location: 1204 S 3rd, Pekin, IL 00000	Homerin, Charlena		#153450/F/Dog/Gsd Skye/Medium/Puppy/Brown	1620
07-06-2017 21	07-06-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Julie Helm	#153544/M/Dog/Aussie Finnigan/Medium/Adult	
07-07-2017 3	07-07-2017	Stray/Aco Pickup Pickup location: 311 Woodland, Pekin, IL 00000	Lohnes, Pam	David Schultz	#153565/M/Dog/Terrier Cooper/Small/Adult/Black/Tan	1638
07-10-2017 3	07-10-2017	Wildlife/Aco Pickup Pickup location: 1310 Sheridan Road, Pekin, IL 61554	Harms, Jaymee		#153602/U/Other/Raccoon Small/Adult/Brown/Black	1657
07-11-2017 4	07-11-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#153628/M/Cat/Dsh Splat/Large/Adult/Black/White	
07-12-2017 8	07-12-2017	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohnes, Pam		#153687/M/Cat/Dsh Marcus/Small/Adult/Orange/Tabby	1683
07-13-2017 6	07-13-2017	Owner Surrender/Aco Pickup Pickup location: 1407 Arthur, Pekin, IL 61554	Harms, Jaymee	Megan Leeper	#153723/M/Dog/Labrador Retriever Bubba/Large/Senior/Black	1692
07-14-2017 8	07-14-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#153754/M/Cat/Dlh Barnabus/Large/Adult/Gray/White	
07-14-2017 13	07-14-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Chris Dunne	#153765/F/Cat/Dsh Lucy/Small/Adult	
07-15-2017 3	07-15-2017	Stray/Aco Pickup Pickup location: Pekin Park, Pekin, IL 61554	Harms, Jaymee		#153768/U/Cat/Dsh Lagoon/Small/Adult/Black	1714
07-17-2017 7	07-17-2017	Stray/Aco Pickup Pickup location: 1017 Maple, Pekin, IL 61554	Lohnes, Pam		#153809/U/Cat/Dsh Rufus/Medium/Adult/Gray/White	1723
07-18-2017 13	07-17-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#153849/M/Cat/Dsh Sting/Small/Kitten/Gray/Tabby	
07-19-2017 1	07-19-2017	Stray/Aco Pickup Pickup location: 3315 Court St, Pekin, IL 61554	Lohnes, Pam		#153892/U/Cat/Dsh Zoom/Small/Kitten/Black/Gray	1745

Attachment: Tazewell County Animal Control - July 2017 (1193 : Tazewell County Animal Control - July 2017)

Tazewell County Animal Control

Record count on this entire report: 203
Run Date: 08-01-2017 06:58:47 AM by Ryan A Sanders
FAX: (309) 925- 3633

Case Intake Register 07-01-2017 to 07-31-2017

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
07-21-2017 1	07-21-2017	Wildlife/Aco Pickup Pickup location: 326 Park Ridge Lane, Pekin, IL 61554	Lohnes, Pam		#153966/U/Other/Raccoon Small/Adult/Brown/Black	1761
07-24-2017 5	07-24-2017	Stray/Aco Pickup Pickup location: Not specified or see notes	Homerin, Charlena	John Ericson	#154023/M/Dog/Pug Frankie/Small/Adult/Tan	
07-02-2017 1	07-02-2017	Stray/Aco Pickup Pickup location: 205 Reservoir, Pekin, IL 61554	Homerin, Charlena	Dawn Conner	#120322/M/Dog/Aussie Cross/Medium/Senior	1606
07-25-2017 4	07-25-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#154050/M/Cat/Dsh Irving/Large/Adult/Gray/White	
07-25-2017 5	07-25-2017	Wildlife/Aco Pickup Pickup location: 1304 Willow, Pekin, IL 61554	Lohnes, Pam		#154058/U/Other/Squirrel Small/Adult/Brown	1785
07-28-2017 1	07-28-2017	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#154177/M/Dog/Husky Large/Adult/Tri	1807
07-28-2017 4	07-28-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Medea Mathis	#154196/F/Cat/Dsh Misty/Medium/Adult	
07-28-2017 6	07-28-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Stacy White	#154201/M/Dog/Pit Bull Crook/Large/Adult/Brindle	
07-28-2017 8	07-28-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#154203/F/Cat/Dsh Medium/Adult	
07-02-2017 3	07-02-2017	Stray/Aco Pickup Pickup location: Mineral Springs, Pekin, IL 61554	Homerin, Charlena	David Daniels	#131644/F/Dog/Labrador Retriever Midnight/Medium/Adult/Black	1609
07-31-2017 12	07-31-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#154254/M/Dog/Labrador Retriever Large/Adult/Black/White	
07-31-2017 13	07-31-2017	Stray/Aco Pickup Pickup location: 318 S Capitol St, Pekin, IL 61554	Lohnes, Pam		#154259/U/Cat/Dsh Small/Adult/Gray/Tabby	1832
07-31-2017 15	07-31-2017	Stray/Aco Pickup Pickup location: 318 S Capitol St, Pekin, IL 61554	Lohnes, Pam		#154261/U/Cat/Dsh Small/Adult/Brown/Tabby	1832
07-31-2017 16	07-31-2017	Wildlife/Aco Pickup Pickup location: 1130 Koch, Pekin, IL 00000	Lohnes, Pam		#154262/U/Rabbit/Bunny Rabbit Small/Adult/Brown	1829
07-18-2017 11	07-18-2017	Stray/Aco Pickup Pickup location: 2032 Westgate Drive, Apt 5, Pekin, IL 61554	Lohnes, Pam	Jay Hutton	#133062/M/Dog/Poodle Sugar/Small/Adult/White	1728
07-07-2017 4	07-07-2017	Stray/Aco Pickup Pickup location: 1500 Augusta, Pekin, IL 61554	Lohnes, Pam	Cristy Mcglothlin	#150296/F/Dog/Gsd Chloe/Medium/Adult/Black/White	1642
07-03-2017 2	07-03-2017	Wildlife/Aco Pickup Pickup location: 415 Park Avenue, Pekin, IL 61554	Harms, Jaymee		#153417/U/Other/Bat Small/Adult/Brown	1610
07-03-2017 9	07-03-2017	Other/Aco Pickup Pickup location: 1312 S 14th, Pekin, IL 61554	Homerin, Charlena	Holly Scott-arnold	#153449/M/Cat/Dmh Jailbird/Medium/Adult/Orange	1619

Tazewell County Animal Control

Record count on this entire report: 203
Run Date: 08-01-2017 06:58:47 AM by Ryan A Sanders
FAX: (309) 925- 3633

Case Intake Register 07-01-2017 to 07-31-2017

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
07-06-2017 15	07-06-2017	Stray/Aco Pickup Pickup location: 1410 S 10th St, Pekin, IL 61554	Lohnes, Pam		#153530/U/Cat/Dsh Feral/Small/Adult/Black	1629
07-06-2017 22	07-06-2017	Wildlife/Aco Pickup Pickup location: 1108 S 8th St, Pekin, IL 61554	Sanders, Ryan A		#153546/U/Rabbit/Wild Small/Baby/Gray/Brown	1634
07-06-2017 25	07-06-2017	Wildlife/Aco Pickup Pickup location: 407 Lakeside Avenue, #3, Pekin, IL 61554	Lohnes, Pam		#153557/U/Bird/Robin Small/Baby/Gray	1635
07-10-2017 7	07-10-2017	Stray/Aco Pickup Pickup location: 221 Margaret St, Pekin, IL 61554	Lohnes, Pam		#153612/M/Cat/Dsh Grouch/Small/Kitten/Gray/Tabby	1660
07-13-2017 7	07-13-2017	Stray/Aco Pickup Pickup location: 1414 Lincoln St, Pekin, IL 00000	Lohnes, Pam		#153729/U/Cat/Dlh Cheese/Small/Adult/Yellow	1697
07-14-2017 5	07-14-2017	Wildlife/Aco Pickup Pickup location: 1301 Market St, Pekin, IL 61554	Lohnes, Pam		#153745/U/Other/Bat Bite 1700/Small/Adult/Brown	1700
07-14-2017 7	07-14-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#153747/F/Cat/Dsh Feral/Medium/Adult/White	
07-15-2017 1	07-15-2017	Stray/Aco Pickup Pickup location: 1613 N 16th, Pekin, IL 61554	Harms, Jaymee		#153766/M/Cat/Dsh Stanley/Small/Adult/Black/White	1711
07-17-2017 1	07-17-2017	Stray/Aco Pickup Pickup location: 25753 E Lake Windermere Road, IL 00000	Harms, Jaymee		#153776/U/Cat/Dsh Feral/Small/Adult/Gray/White	1719
07-17-2017 3	07-17-2017	Stray/Aco Pickup Pickup location: 2305 Broadway Road, 11a Apt3, Pekin, IL 61554	Lohnes, Pam	Aushen Monshower	#153795/F/Cat/Dsh Pixel/Small/Kitten/Calico/White	1722
07-17-2017 6	07-17-2017	Stray/Aco Pickup Pickup location: 1017 Maple, Pekin, IL 61554	Lohnes, Pam		#153808/U/Cat/Dsh Feral/Medium/Adult/Gray/White	1723
07-18-2017 12	07-17-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#153848/F/Cat/Dmh Roxanne/Small/Adult/Gray/White	
07-18-2017 14	07-18-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#153850/F/Cat/Dsh Andy/Small/Kitten/Gray/Tabby	
07-20-2017 9	07-20-2017	Stray/Aco Pickup Pickup location: 212 Hamelton, Pekin, IL 61554	Harms, Jaymee		#153962/U/Cat/Dsh Hamlet/Small/Kitten/Tabby	1756
07-25-2017 2	07-25-2017	Unwanted/Owner Turn-in Pickup location: Not specified or see notes		Susan Prather	#154048/M/Bird/Chicken Blackie/Small/Baby	
07-26-2017 16	07-26-2017	Wildlife/Aco Pickup Pickup location: 1610 Hamilton, Pekin, IL 61554	Homerin, Charlena		#154104/M/Other/Raccoon Large/Adult	1797
07-28-2017 3	07-28-2017	Wildlife/Aco Pickup Pickup location: 326 Parkridge, Pekin, IL 61554	Lohnes, Pam		#154192/U/Other/Raccoon Small/Baby/Brown/Black	1810
07-28-2017 7	07-28-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Stacy White	#154202/F/Dog/Pit Bull Bella/Large/Adult/White/Brindle	

Attachment: Tazewell County Animal Control - July 2017 (1193 : Tazewell County Animal Control - July 2017)

Tazewell County Animal Control

Record count on this entire report: 203
Run Date: 08-01-2017 06:58:47 AM by Ryan A Sanders
FAX: (309) 925- 3633

Case Intake Register: 07-01-2017 to 07-31-2017
Group By Municipality
Order By Municipality

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
07-31-2017 14	07-31-2017	Stray/Aco Pickup Pickup location: 318 S Capitol St, Pekin, IL 61554	Lohnes, Pam		#154260/U/Cat/Dsh Small/Adult/Black	1832

End of Group **Group count:** 55

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 8, 2017

From: Paula Gensel, Admin Asst.

Sue McMillan, City Clerk

AGENDA ITEM: Liquor Commission Minutes dated June 22, 2017	
AGENDA DATE REQUESTED: August 14, 2017	
ACTION REQUESTED: Approve Liquor Commission Minutes June 22, 2017	
DESCRIPTION: Liquor Commission Minutes June 22, 2017	
FINANCIAL IMPACT:	
NEIGHBORHOOD CONCERNS:	
IMPACT IF APPROVED:	
IMPACT IF DENIED:	
ALTERNATIVES:	
RELATED TO EFFICIENCY STUDY:	
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 Directors and City Staff: Date:
Finance Department (Certification of Availability of Funds)**:** Date:
City Manager: Date:

LIQUOR COMMISSION MINUTES
THURSDAY, JUNE 22, 2017 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:27 p.m.

The **PLEDGE of ALLEGIANCE** was led by Liquor Commissioner John McCabe

ROLL CALL
The following members were present for roll call: Liquor Commissioner John McCabe, Deputy Liquor Commissioner Rick VonRohr, and Police Chief John Dossey. We did not have a quorum.

Absent: Commission Member Timm Schwartz, Commission Member Rose Hasler, and Fire Chief Kurt Nelson

Also present: Attorney Sue Bosich

APPROVAL OF AGENDA
No quorum.

APPROVAL OF LIQUOR COMMISSION MINUTES
No quorum.

Fire Captain Martin entered the meeting at 4:30pm. A quorum was established by Deputy Liquor Commissioner VonRohr. Motion made by Police Chief Dossey, seconded by Fire Captain Martin to approve the April 27, 2017 minutes. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

NEW BUSINESS
No new business.

ANY OTHER BUSINESS
City Clerk Sue McMillan had handouts asking a question for the Liquor Commission.

1) Can the City Clerk's office charge a $50 processing fee for replacing Liquor License copies, changing "DBA's", change for shareholders, etc.

Discussion: Can City Clerk make this policy change without changing the Liquor Code. City Attorney to research.

Mandatory BASSET Training - July 1, 2017 – Deputy Liquor Commissioner VonRohr and Officer Adam Smith held the BASSET Training in Council Chambers on Monday, June 19th, Tuesday, June 20th and Wednesday, June 21st. VonRohr plans several more classes in July. Attorney Sue Bosich will draft letters to go out to let them know the new dates. Discussion was on other areas that have called for the training. After the City of Pekin businesses get all their training, it's possible they will open it up to surrounding communities. Liquor Commissioner McCabe wanted to make sure the Liquor Commission members knew about the Basset Training and if had any questions to let him know. Liquor Commissioner VonRohr to send the roster of establishments and bartenders that has taken the training to the State of Illinois to register them.

Attachment: June 22 2017 Liquor Commission Minutes (1195 : Liquor Commission Minutes dated June 22, 2017)

Liquor Code: Discussion on who can hold a liquor license within the City of Pekin. Our Liquor Code and State Statute is the same.
Special Use: Discussion on what is considered a Special Use for a liquor licensee.
Sale of Alcohol in Gas Stations: This has been researched by Liquor Commissioner VonRohr and given to Council in the past. Liquor Commissioner McCabe will speak with Katy Shackelford, City Planner and if she would like to bring something before Commission. This can be added to a future Liquor Commission Agenda, when all members are present.
Gaming Parlors: Liquor Commissioner McCabe passed out a section of Peoria's liquor code on gaming. McCabe may speak to Council and find out their direction. McCabe will add to a future Liquor Commission Agenda when all members are present.

Liquor Commissioner McCabe will be absent for the July 27th Liquor Commission meeting.

Paula to contact Liquor Commission members to see what dates they would have available for a July meeting.

Motion made by Police Chief Dossey to adjourn, seconded by Fire Captain Martin. Meeting adjourned at 5:20 P.M.

Respectfully submitted
Paula Gensel, Liquor Commission Secretary

Attachment: June 22 2017 Liquor Commission Minutes (1195 : Liquor Commission Minutes dated June 22, 2017)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 9, 2017

From: Kurt Nelson, Fire Chief

Kurt Nelson, Fire Chief

AGENDA ITEM: Traffic Safety Committee Meeting Minutes - July 2017	
AGENDA DATE REQUESTED: August 14, 2017	
ACTION REQUESTED: Receive and File Traffic Safety Committee Approved Meeting Minutes – July 2017	
DESCRIPTION: Traffic Safety Committee Approved Meeting Minutes – July 2017	
FINANCIAL IMPACT:	
NEIGHBORHOOD CONCERNS:	
IMPACT IF DENIED:	
ALTERNATIVES:	
RELATED TO EFFICIENCY STUDY:	
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.
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REQUIRED SIGNATURES
Department Directors and City Staff: Date:
Finance Department (Certification of Availability of Funds)**:** Date:
City Manager: Date:

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
JULY 7, 2017 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Kurt Nelson, Don Baxter, Mike Guerra, Bob Henderson, Dan Newcomb, Sarah Newcomb, Bob Shaw, Dennis Zimmerman.

Also present: Dori Smith (Pekin Park District), Tom Conlin (Pekin Park District Police), Will Taylor, Lee Ann Wrhel

The meeting was called to order at 8:30 a.m.

Motion by Sarah to approve the agenda, seconded by Mike. All in favor.

Motion by Sarah to approve the June 2, 2017 meeting minutes, seconded by Don. All in favor.

Old Business:
None

New Business:

1. *Request for Parking Restriction on S. 5th St. South of Koch St. at Pekin Park Sports Complex*

The committee has received correspondence regarding this issue from citizens and the Pekin Park District. Dori Smith, Pekin Park District; Tom Conlin, Pekin Park District Police; and Randy Singleton, 1407 S. 7th St. were all in attendance regarding this topic.

Tom Conlin stated that the parking on S. 5th St. in this location has become an ongoing safety concern. There is not enough room between the roadway and the ditch for vehicles to safely park there. This has become an issue this year. There is plenty of parking available in the lots at the complex. This is a safety concern for both vehicles driving on S. 5th St. and people entering and exiting vehicles in this location. Some of the vehicles parked in this location have their tires on the roadway. Mike noted that though this is now a city road, it was originally designed for rural traffic and not designed to accommodate on-street parking.

After discussion of this topic, Don made a motion to make a recommendation to City Council for consideration of no parking any time on both sides of S. Fifth St. from Koch St. to Hanna Drive. Dennis seconded. All in favor.

Mike will check on whether or not temporary no parking can be put in place in this location in the meantime.

2. *Line of Sight – Fayette St. at S. Second St.*

Lowell Robinson, 130 Pontiac Rd., Marquette Heights contacted the committee regarding the line of sight crossing S. Second St. at Fayette St. He asked about banning truck traffic in this location or make the property owner at the corner move vehicles back that are parked there. Discussion of this topic indicated that the vehicles in the lot are

Attachment: Minutes - 7-7-17 (1197 : Traffic Safety Committee Meeting Minutes - July 2017)

legally parked on private property and that S. Second St. is a state route. IDOT would have to approve any changes made to the road in this location. The Police Department will step up enforcement in this area to monitor the speed of traffic.

3. *Traffic Control – 6th St. @ Margaret St.*

Karen Zimmerman who is the owner of a business in this location made a request to the committee for consideration of a traffic control device or better identification of a crosswalk in this location as employees park in the Sud's lot across the street. After discussion of this request, it was noted that 6th St. in this location is a state route. IDOT would have to approve any changes made in this location. The Police Department will step up enforcement in this area to monitor the speed of traffic.

4. *Traffic Control – Forest St. @ Glendale St.*

Jessica Ellis, 2209 Glendale made a request to the committee regarding traffic control in this location. She is concerned with traffic that comes from Forest onto Glendale. The traffic on Forest does not have to stop at Glendale. After discussion, it was decided to put this back on the next meeting agenda after sending out letters to residents in the neighborhood and traffic monitoring results can be gathered by the Police Department.

5. *Flashing Light – VFW & S. 14th St.*

Lisa Timbrook contacted the committee with this request. Mike noted that IDOT does not recommend this and the configuration of this intersection was made by IDOT. When this roadway is turned over to IDOT they will be taking down the signage and they will be responsible for any safety measures in place in this location.

Around the Table

The City Manager has requested that Downtown Parking be an agenda item for the August meeting.

The City Manager received correspondence from a resident on Arlann Dr. regarding a bush that is blocking the line of sight to exit her driveway. Sarah indicated that she would pass this concern on to Code Enforcement.

Randy Singleton, 1407 S. 7th St. stated that vehicles on Veteran's Dr. turning left onto Court St. are making double left turns and there is only one turn lane in that location. He feels that it would be good to have a double left turn in this location. Mike reported that it would be up to IDOT to modify this location to allow double left turns. The Police Department will monitor this location.

Randy Singleton also reported that delivery trucks are going down his street from Derby St. in the early morning hours. The Police Department will monitor this.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING AUGUST 4, 2017 @ 8:30 A.M.

Attachment: Minutes - 7-7-17 (1197 : Traffic Safety Committee Meeting Minutes - July 2017)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 26, 2017

From: John Dossey, Police Chief

John Dossey, Police Chief

AGENDA ITEM: Illinois Association Chiefs of Police - Distracted Driving Recognition

AGENDA DATE REQUESTED: August 14, 2017

ACTION REQUESTED: Recognition of the Pekin Police Department by the Illinois Association of Chiefs of Police for Efforts in Recent Distracted Driver Campaign.

DESCRIPTION: The Pekin Police Department participated in a distracted driver program the week of April 24, 2017 through April 28, 2017. This was an effort by the state of Illinois addressing the issues as they pertain to the dangers of distracted driving. Sgt. Rick VonRohr Developed a plan and approached local partners to help the PD educate the public and alert them to enforcement activity. Pekin Insurance company helped promote the event by providing banners that were displayed at local businesses who have high traffic volumes. These partners (Avanti's Dome, Pekin HS, Buffalo Wild Wings, Pekin Insurance, Walmart, Circle K and Dunkin Donuts) all helped get the message out. Our officers followed up with enforcement activity in which they wrote a total of 145 tickets addressing several violations, and 72 of those tickets specifically addressed distracted driving. Out of 250 departments that participated in this effort, Pekin PD was in the top 10 for their efforts in education and enforcement. This is but one example of the excellent service our officers provide to our community. John Gomoll who represents the Illinois Association of Chief Of Police will be presenting the award.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: N/A

IMPACT IF DENIED: N/A

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

theme.]	
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REQUIRED SIGNATURES	
Department Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 8, 2017

From: John Dossey, Police Chief

John Dossey, Police Chief

AGENDA ITEM: Illinois Law Enforcement Explorer Conference

AGENDA DATE REQUESTED: August 14, 2017

ACTION REQUESTED: Recognition of the Police Department Explorer Post at the recent ILEEC July 30th through August 4th in Romeoville, IL

DESCRIPTION: The Pekin Police Explorers participated in the ILEEC at Lewis University in Romeoville, IL July 30th through August 4th. Advisor Officer Ingles and Advisor Lt. Little attended with 4 Explores consisting of Chief Steven Miller, Sgt. Cody Sutter, Sgt. Robert Taylor, and Explorer Ethan Venzon. It was a great week. The team brought home 5 awards. Sgt. Cody Sutter received first place in FATS competition and second place in Live Fire. Officer Ingles received second place in the Advisor Bicycle Obstacle Course and the group received third place in Domestic Situations and third place in Felony Suspect Arrest. There were approximately 250 competitors and 75 teams that participated.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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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REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

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

Date:

City Manager:

Date:

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 9, 2017

From: Michael Guerra, City Engineer

Michael Guerra, City Engineer

AGENDA ITEM: Court Street Presentation	
AGENDA DATE REQUESTED: August 14, 2017	
ACTION REQUESTED:	
DESCRIPTION: Presentation by Hanson to provide an update of the design status and master plan for Court Street	
FINANCIAL IMPACT:	
NEIGHBORHOOD CONCERNS:	
IMPACT IF APPROVED:	
IMPACT IF DENIED:	
ALTERNATIVES:	
RELATED TO EFFICIENCY STUDY:	
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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	residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

HANSON

Engineering | Planning | Allied Services

Court Street

Project Update Presentation

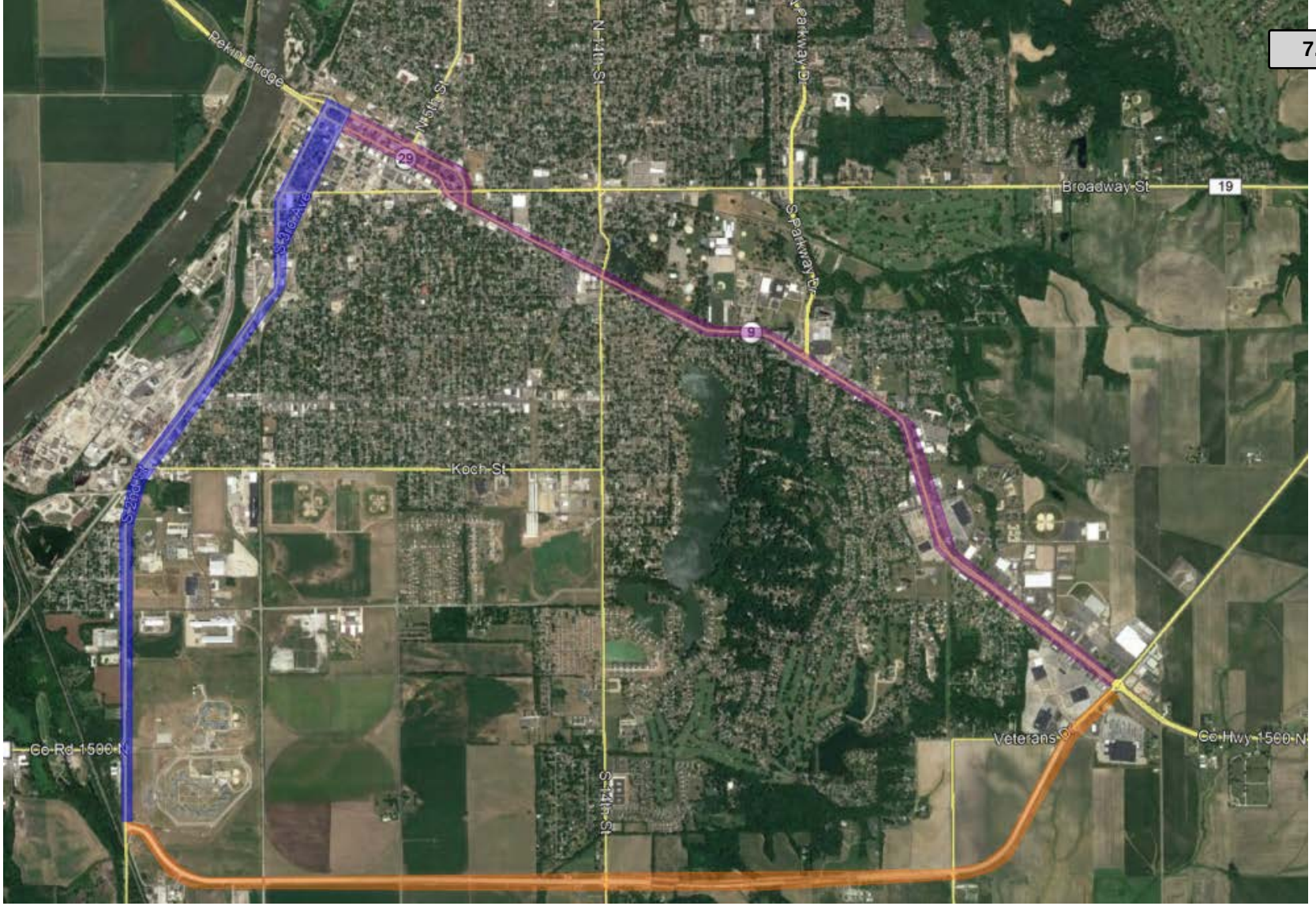
August 14, 2017

Attachment: 1222 (1200 : Court Street Presentation)

Route 9 Agreement History

- 2010 Agreement between IDOT and the City
  - IDOT gives the City **$30 Million** to:
    - Construct Veterans Drive
    - State Route 9 moves to Veterans Drive
    - City gets Court Street, Ann Eliza Street, and Margaret Street

Attachment: 1222 (1200 : Court Street Presentation)



- Purple Becomes City of Pekin Street
- Blue Becomes Route 29/Route 9
- Orange Becomes New Route 9

Attachment: 1222 (1200 : Court Street Presentation)

Route 9 Relocation Benefits

- Additional Capacity For the Region
- New Zones for Economic Growth
- More Control over Court Street and Downtown Streets
- Money to Improve Court Street

Attachment: 1222 (1200 : Court Street Presentation)

Questions?

Attachment: 1222 (1200 : Court Street Presentation)

Funding Breakdown

- $26 Million → Veterans Drive
- $4 Million → Court Street Improvements

Attachment: 1222 (1200 : Court Street Presentation)

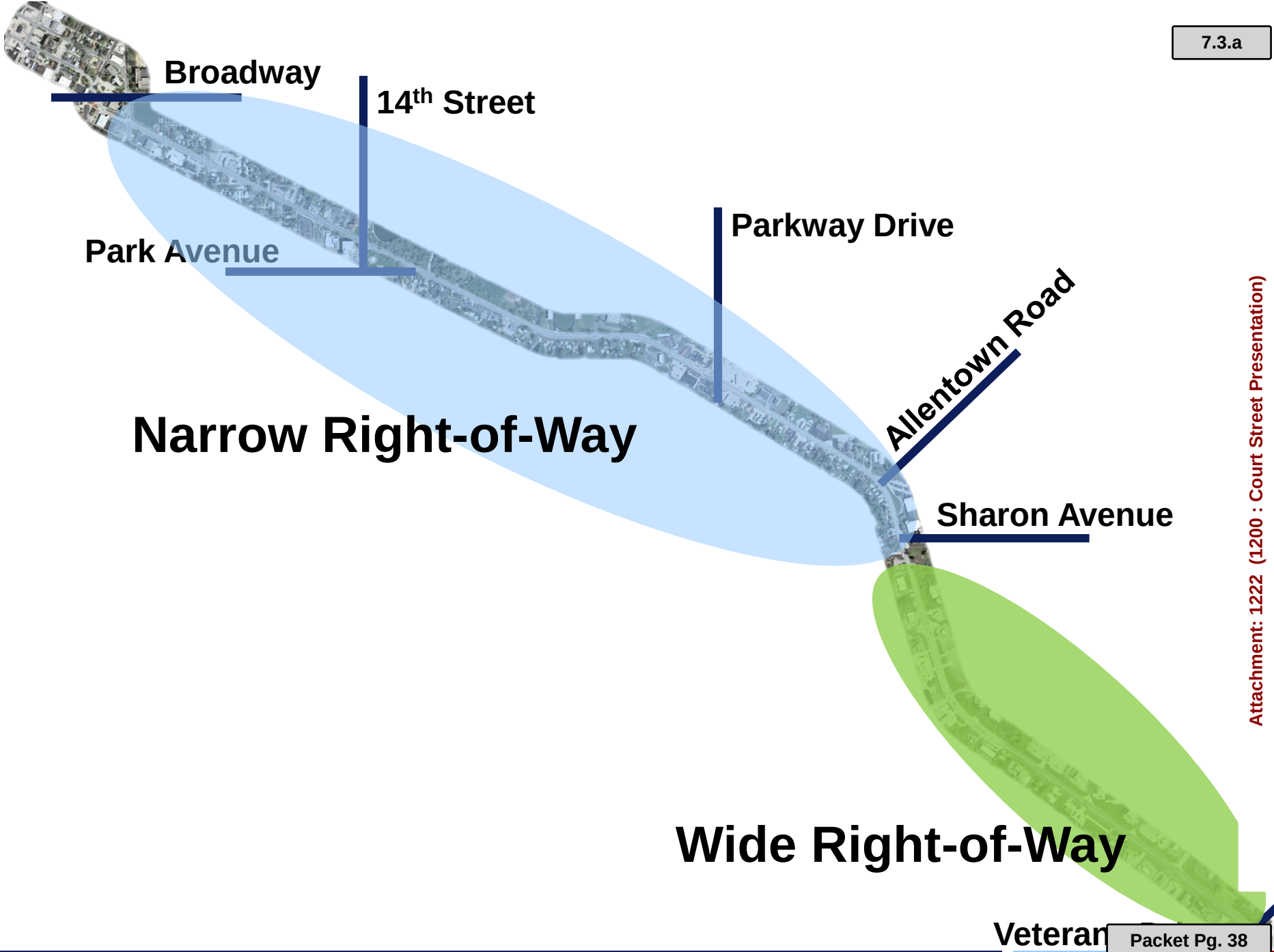
Questions?

Attachment: 1222 (1200 : Court Street Presentation)

Court Street Conditions

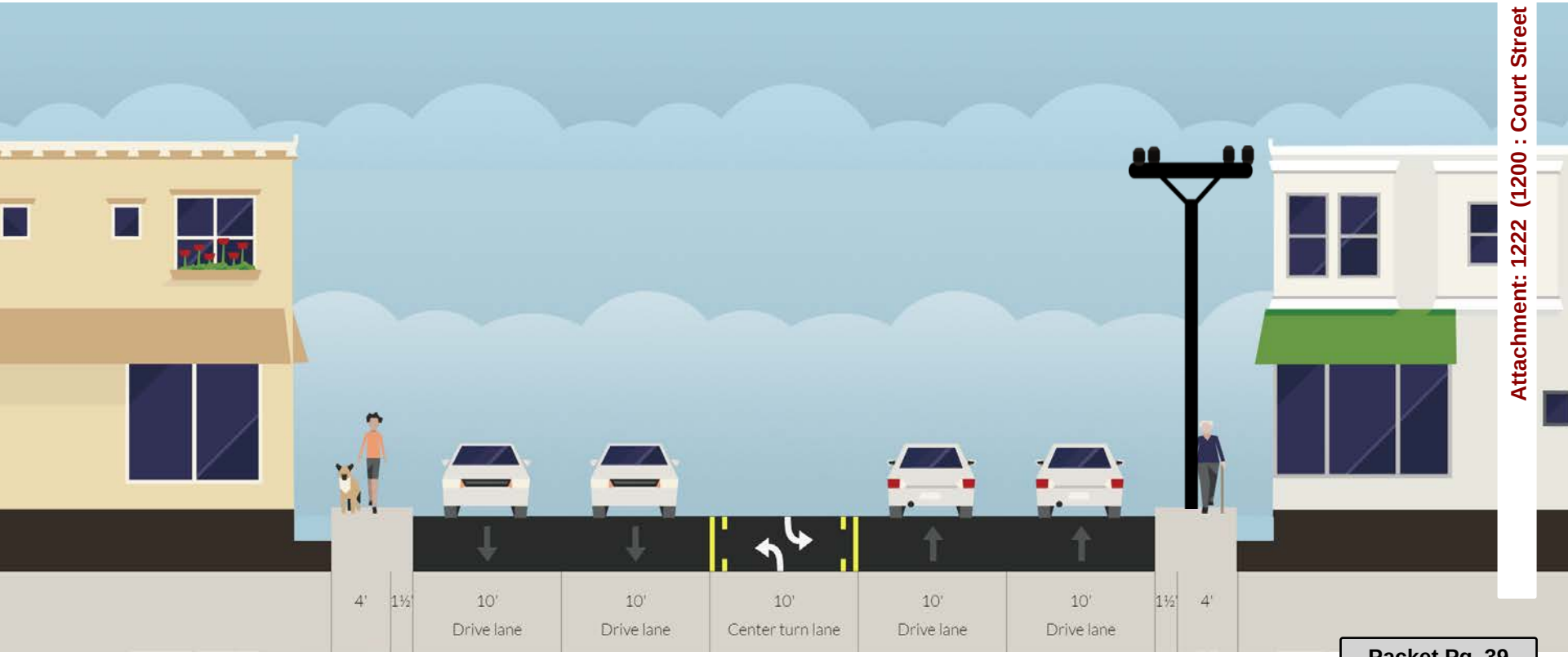
- Five Narrow Lanes with Narrow Sidewalks
- Utilities Limit Sidewalk Accessibility
- Typical 66’ Right-of-Way (Broadway to Sharon Street)

Attachment: 1222 (1200 : Court Street Presentation)



Attachment: 1222 (1200 : Court Street Presentation)

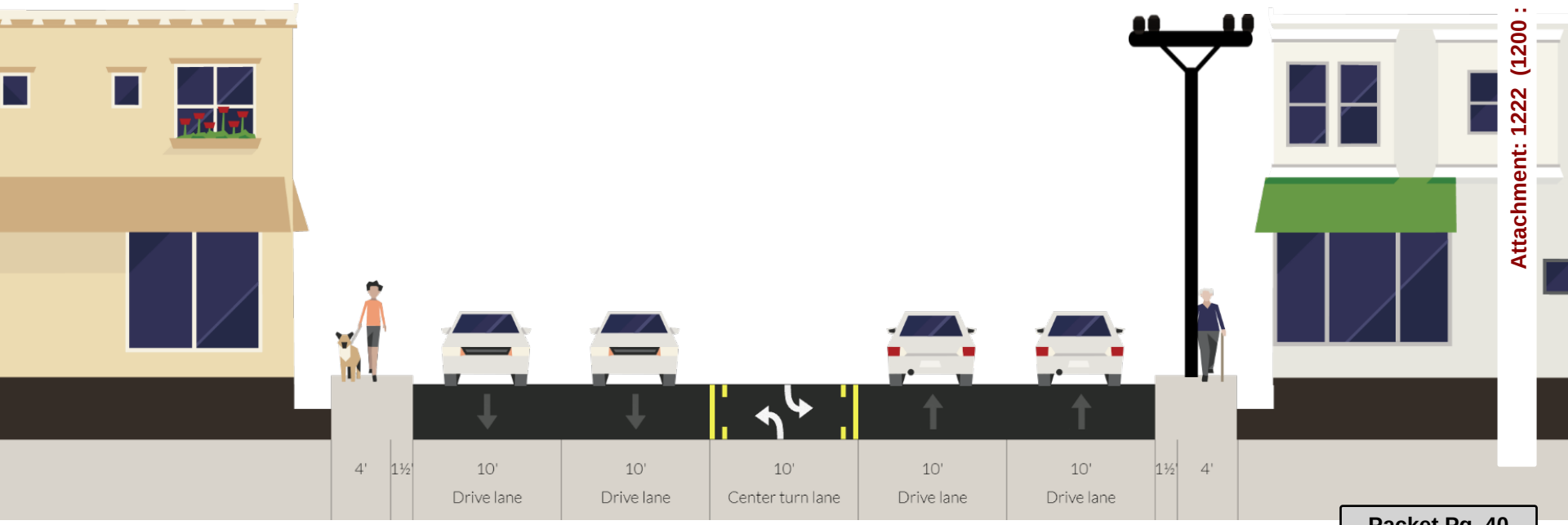
Existing Cross Sections



Attachment: 1222 (1200 : Court Street Presentation)

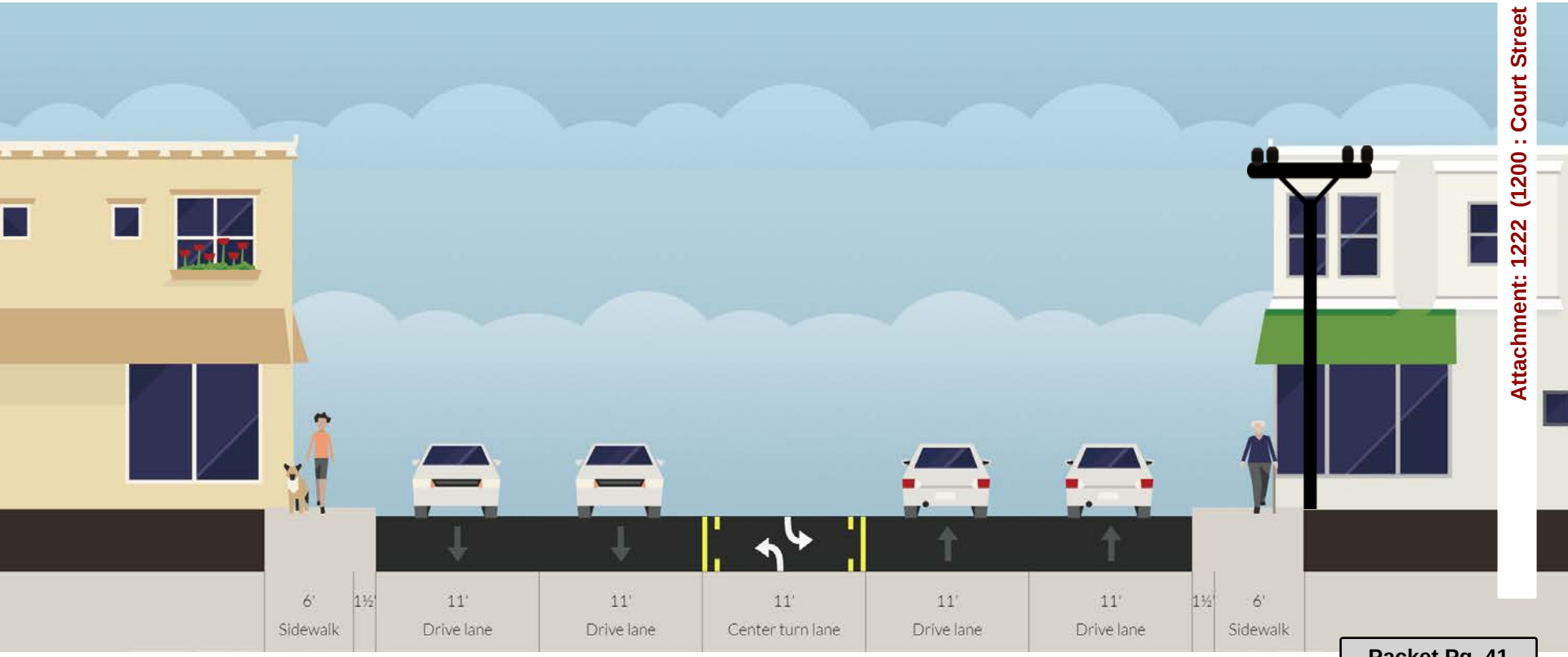
Existing Cross Sections

- Sidewalks Less Than Required 6’
  - Utilities Located in Sidewalk
- Lane Widths Less Than Recommended 11’



Attachment: 1222 (1200 : Court Street Presentation)

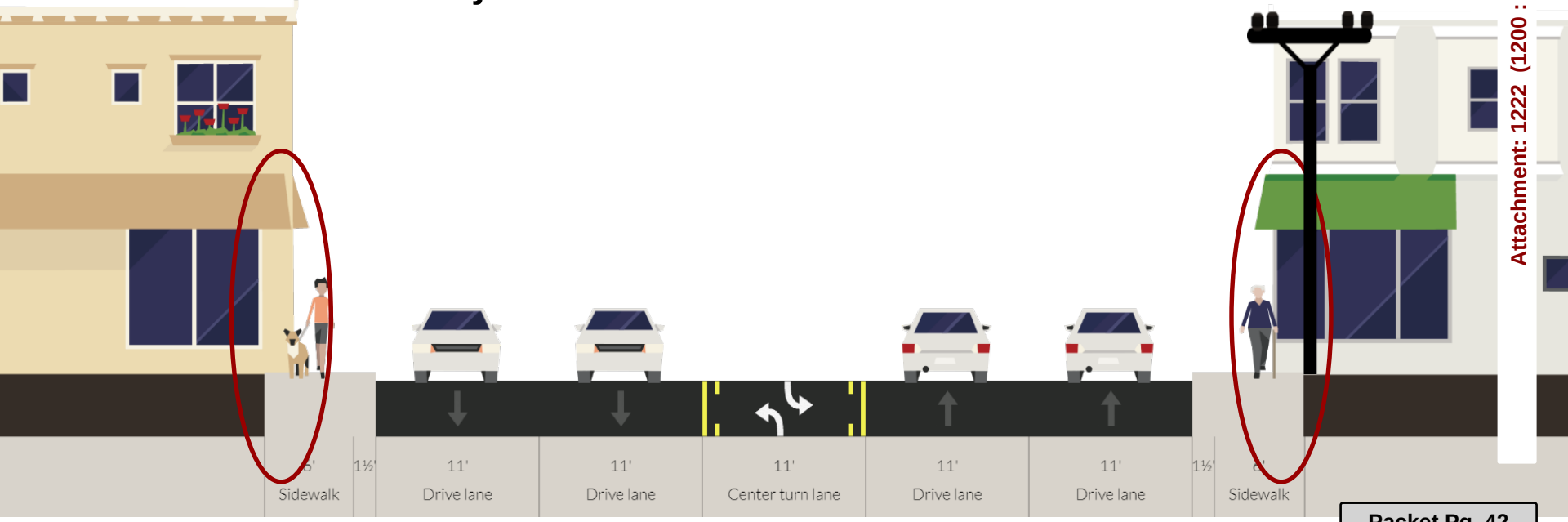
New Construction 5-Lane Section



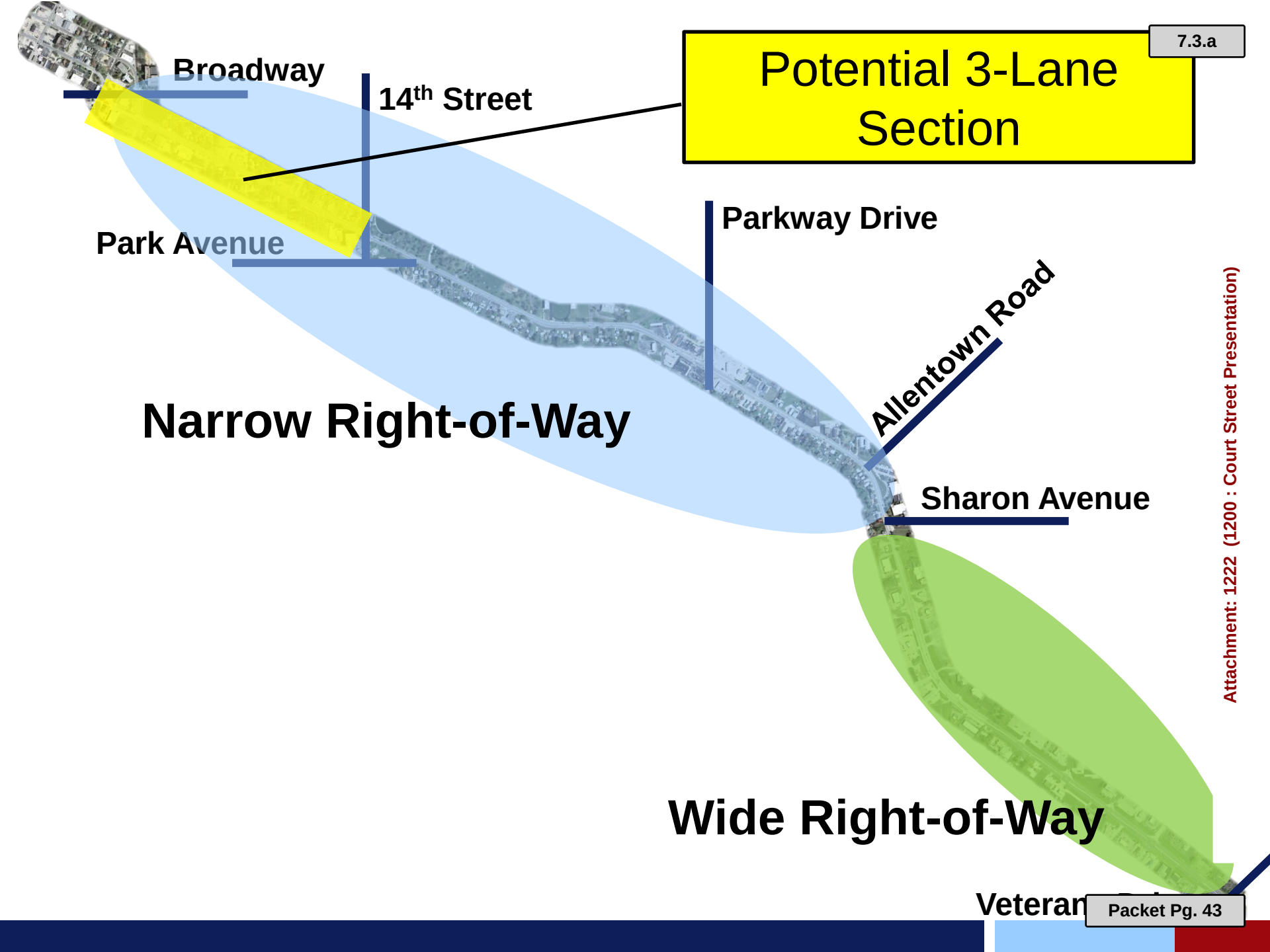
Attachment: 1222 (1200 : Court Street Presentation)

New Construction 5-Lane Section

- Require Right-of-Way Purchased
  - Strip Acquisition at 118 Parcels
  - 130 Temporary Easements
  - Potential Displacements
- Increases Project Costs

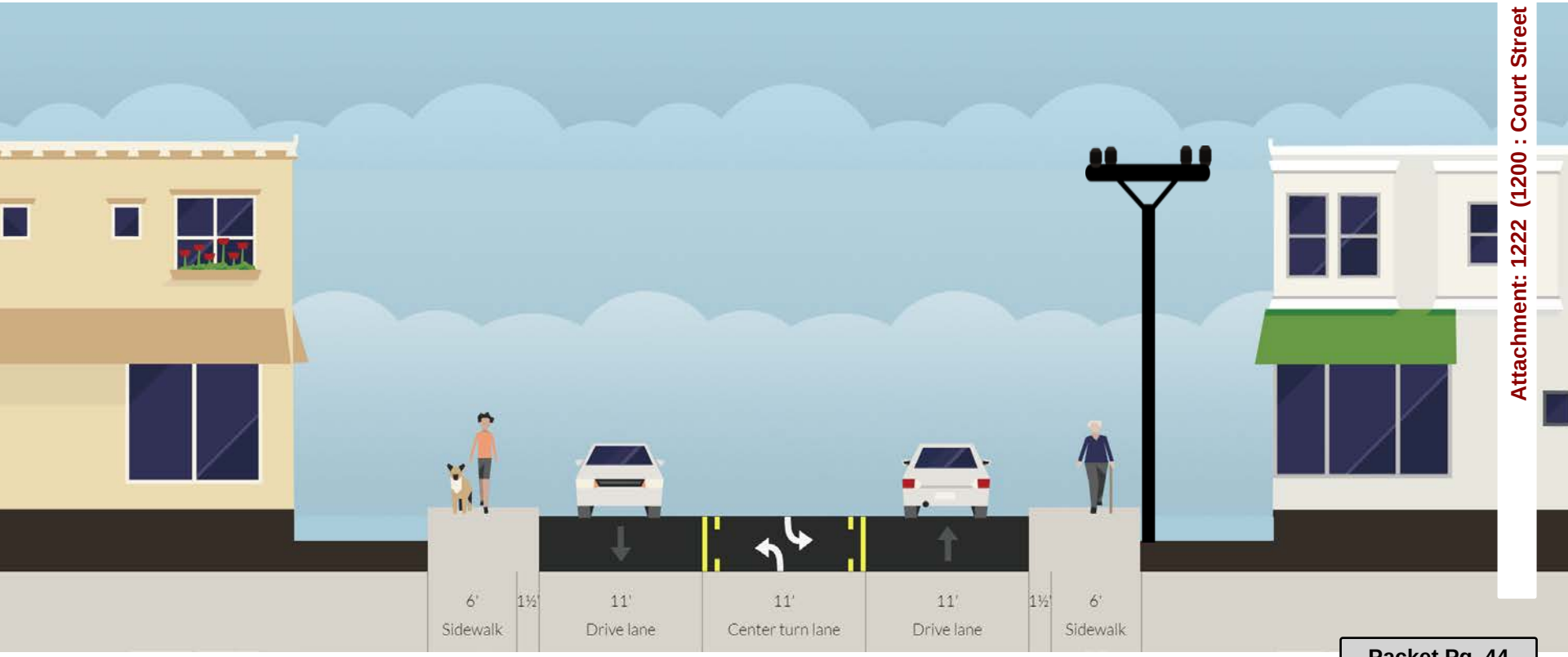


Attachment: 1222 (1200 : Court Street Presentation)



Attachment: 1222 (1200 : Court Street Presentation)

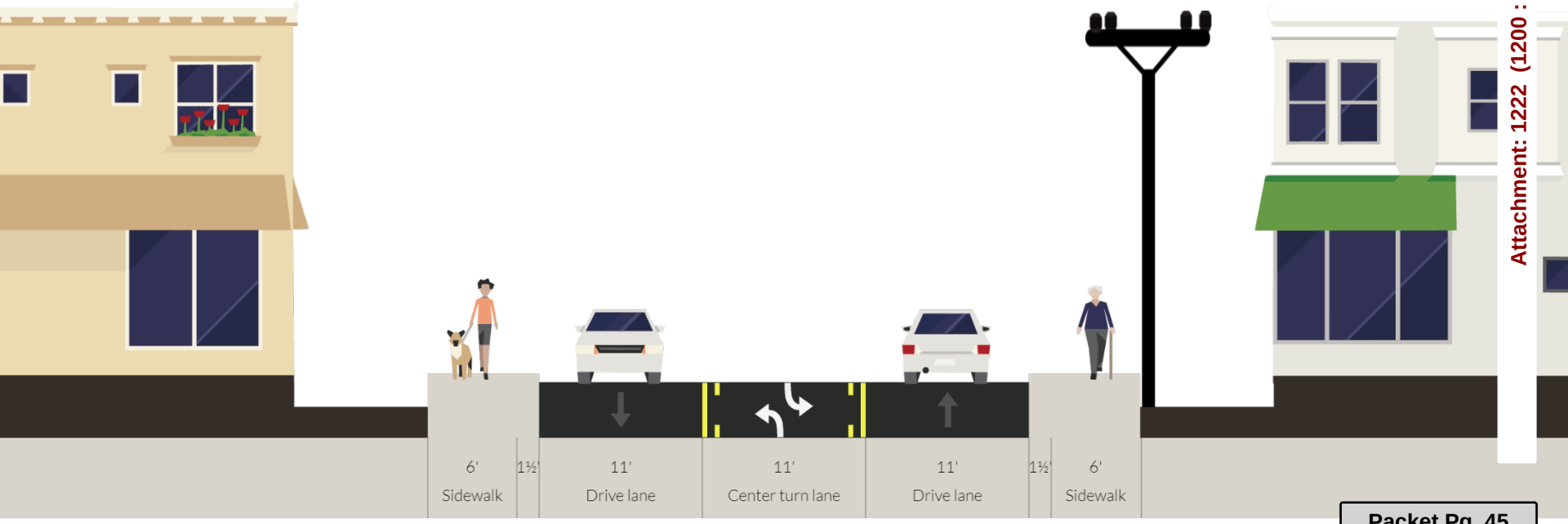
New Construction 3-Lane Section



Attachment: 1222 (1200 : Court Street Presentation)

New Construction 3-Lane Section

- 3-Lane Section - Broadway to 14th
- No Right-of-Way Through 3-Lane Sections
  - Reduces Acquisitions by 62 Parcels (56 Parcels Still Required)
  - Reduces Temp Easements by 63 Parcels (67 Parcels Still Required)



Attachment: 1222 (1200 : Court Street Presentation)

Moving Forward

- Determine Best Use for Remaining $4 Million
- Complete a Master Plan Document For Whole Length

Attachment: 1222 (1200 : Court Street Presentation)

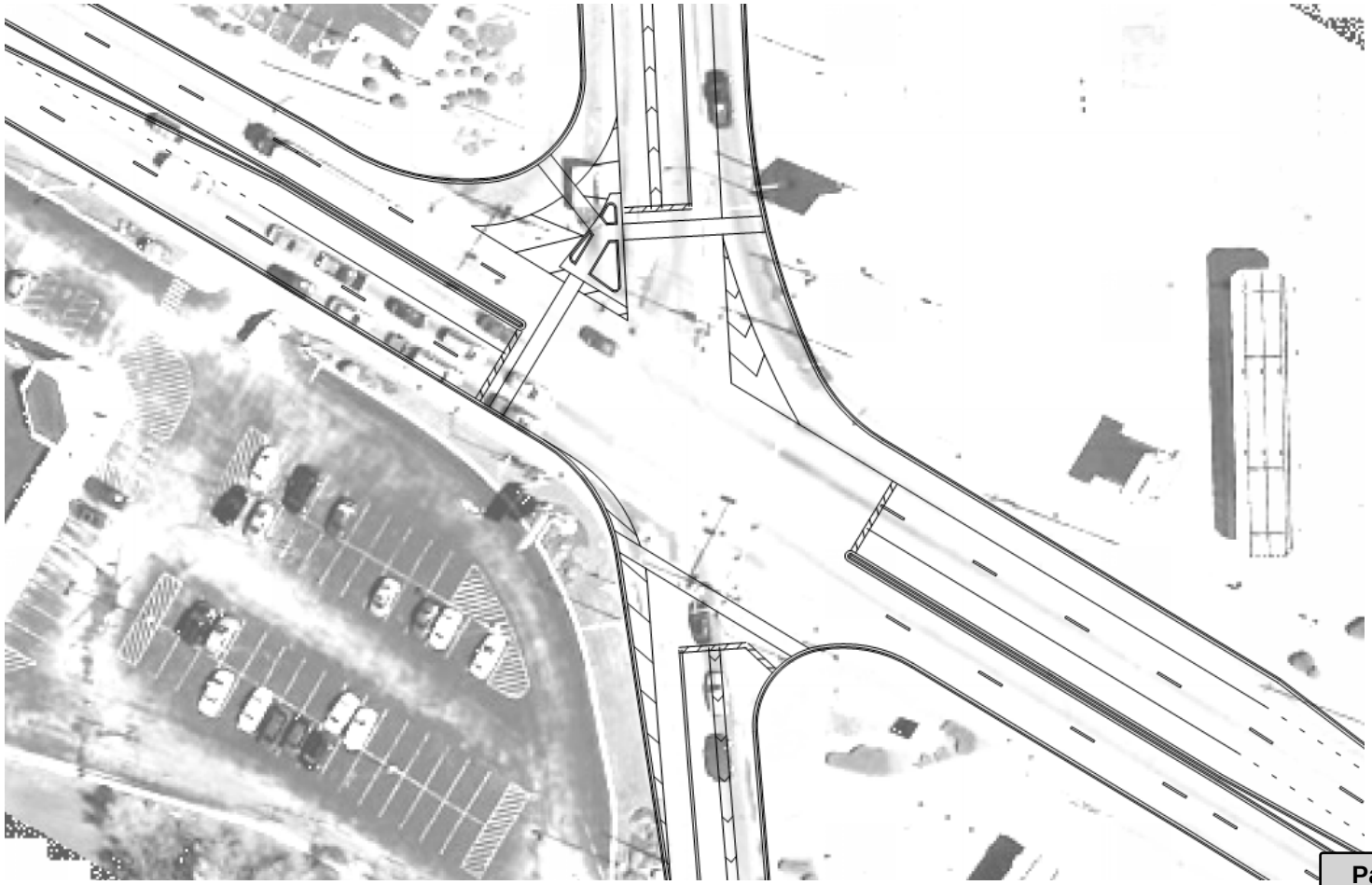
How to Spend $4 Million on Court St.

- Valle Vista to Veterans (~$2 Million)
  - Mill and Overlay Pavement
  - Median Removal where Possible
  - Low Maintenance Landscaping in Median
  - Trees Along Right-of-Way Line
  - No Right-of-Way Required

Attachment: 1222 (1200 : Court Street Presentation)

How to Spend $4 Million on Court St.

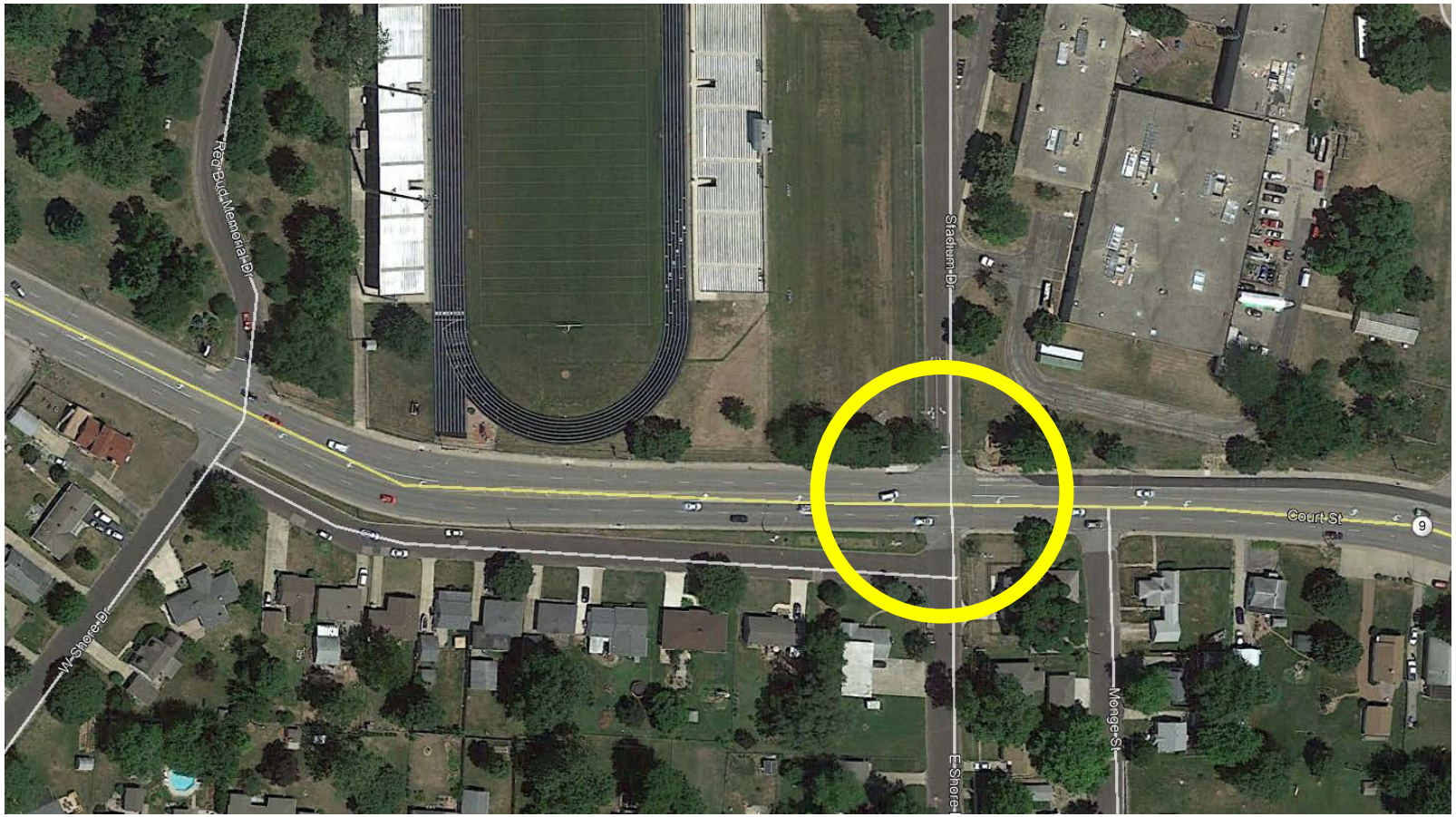
- Modernize Parkway/Court Intersection (~$1.5 Million)



Attachment: 1222 (1200 : Court Street Presentation)

How to Spend $4 Million on Court St.

- Signal at Stadium Drive (~$500K)



Attachment: 1222 (1200 : Court Street Presentation)

Master Plan Document

- Vision for Court Street
  - Decision on Broadway Avenue to 14th Street
    - 5-Lane or 3-Lane Section
  - Develop Implementation Plan
    - Reconstruction and Maintenance
    - Right of Way Acquisition
  - “Shovel Ready”
    - Prioritize Deteriorating Areas
    - Match Funding Opportunities to Corridor Segments

Attachment: 1222 (1200 : Court Street Presentation)

HANSON

Engineering | Planning | Allied Services

Thank You!

Attachment: 1222 (1200 : Court Street Presentation)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 1, 2017

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Pekin Area Chamber of Commerce Support Request	
AGENDA DATE REQUESTED: August 14, 2017	
ACTION REQUESTED: Pekin Area Chamber of Commerce request for the City's continued annual financial support of the organization in the amount of $14,000.00.	
DESCRIPTION: Same amount requested and approved for the last three years.	
FINANCIAL IMPACT: $14,000.00 budgeted	
NEIGHBORHOOD CONCERNS: none	
IMPACT IF APPROVED: Membership in PACC - connections, representation, collaboration	
IMPACT IF DENIED:	
ALTERNATIVES:	
RELATED TO EFFICIENCY STUDY:	
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.]	
X	**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 Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

Attachment: CHAMBER OF COMMERCE $14,000 (1190 : Pekin Area Chamber of Commerce Support Request)

July 25, 2017

Mr. Anthony Carson
City of Pekin
111 S. Capitol
Pekin, IL 61554

Dear Mr. Carson:

On behalf of the Board of Directors of the Pekin Area Chamber of Commerce, thank you for the City of Pekin's on-going support of our programs and efforts. Our success would not be possible without the support of our investors. We truly appreciate that the City of Pekin has been a leader in the support of the Chamber for at least six decades.

I am writing to ask for the City's continued financial support of the chamber. A strong business community should be important to the City and that is our chamber's mission – *to foster and promote a vibrant business environment that improves the quality of life in the Pekin area*.

The outcomes of our strategic plan benefit our members, the City, and the community:

- Connections – Our Business After Hours, Emerging Leaders events, Puttin' on Pekin breakfasts, and committee meetings provide networking opportunities, allowing business and community leaders to make connections.
- Leadership Development – Earlier this year the R. David Tebben Community Leadership Academy prepared another 19 individuals to tackle the leadership challenges and opportunities in our community. Our new Emerging Leaders group focuses on the development of our younger future leaders.
- Quality of Life – Our July 4th Honor America Celebration and our Pekin Marigold Festival are Pekin's largest and best community events enjoyed by visitors and residents.
- Community Resource – Many times the chamber is the first point of contact for visitors, prospective businesses and potential new residents.
- Representation – The chamber represents the business community and the City of Pekin on many local and regional committees and organizations.

- Advocacy – The chamber lobbies locally, in Springfield, and in DC on those issues of importance to the business community and to the City of Pekin. You might recall my July presentation to the City Council on our Transportation Committee – a great example of our advocacy on behalf of, and in partnership with, the City of Pekin.
- Collaboration – The chamber partners with the City and other organizations on a wide range of programs, projects and issues that benefit our community.

We respectfully request $14,000 from the City of Pekin as your continued annual financial support of our organization. Despite significant increased costs in many of our efforts, this is the same amount we've requested and received each of the past three years.

As we prepare to begin our 125th year of leading Pekin businesses, we look forward to continuing the collaborative relationship we have enjoyed with the City. Your continued investment is vital to our efforts.

Please let me know if you have any specific questions about our programs, or if I can provide any additional information. I am available to attend the City Council meetings in August to answer any questions.

Sincerely,

William T. Fleming
Executive Director

cc: Mayor and City Council Members

Attachment: CHAMBER OF COMMERCE $14,000 (1190 : Pekin Area Chamber of Commerce Support Request)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 8, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Hanson Engineering Amendment 2 to Front Street Design

AGENDA DATE REQUESTED: August 14, 2017

ACTION REQUESTED: To approve the amended engineering agreement with Hanson Professional Services in the amount not to exceed $600,000.

DESCRIPTION: This request is to amend the engineering service agreement with Hanson Professional Services for the Front Street Development Studies. This amendment will allow Hanson to prepare final plans and contract documents for the improvements to Front Street. With the completion of the design the City will be able seek grant funding from State and Federal levels for these improvements. The City has already initiated the process for application of funding and plans to secure additional funding. This will be the second amendment to the original contract that was entered into in 2013.

Recently the industries located in this corridor have experienced growth with the possibility of additional capital improvements to facilities along Front and Distillery. While the improvements to these industries are beneficial to the City, they add additional stress to an already overstressed road. Improvements to Distillery, Front and Fayette along with their intersections with IL 29 are needed to allow for this continued growth and to repair roads that needs maintenance. The planned improvements for Front Street and Distillery Road include converting the entire section back to two way traffic, the addition of new curb and gutters with storm sewer to improve drainage along with widening the road to the maximum extent possible to allow the heavy truck traffic to this area.

FINANCIAL IMPACT: $600,000 of MFT Funding

NEIGHBORHOOD CONCERNS: The design will help reduce the amount of trucks stacking in traffic as they wait to unload their corn along with safety concerns due to the narrow road.

IMPACT IF APPROVED: Hanson will begin working on the final design to begin seeking grant funding.

IMPACT IF DENIED: Design on Front Street will cease

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	**A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that 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 Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

Municipality	LOCAL AGENCY	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Amendment No. 2	CONSULTANT	Name
City of Pekin				Hanson Professional Services Ir
Township				Address
				7625 N. Universitv St.. Ste 200
County				City
Tazewell				Peoria
Section				State
				IL

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 between the above L Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in p to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Front Street Project Development Studies

Route FAP 693 Length 3.20 Mi. 16,920 FT (Structure No. _____

Termini Distillery Street/IL 29 intersection to Fayette Street/IL 29 intersection

Description:
Final Design for Front and Distillery Streets will include new curb & gutter, storm sewers, pavement widening and reconstruction.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with th proposed improvements herein before described, and checked below:
   - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
   - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparatic of detailed bridge plans.
   - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles anc analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
   - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required t furnish sufficient data for the design of the proposed improvement.
   - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
   - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches.
   - g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the L with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
   - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and stakin as required.

Note: Four copies to be submitted to the Regional Engineer

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

l. ☒ **See Attachment A.**

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that a such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Departmer

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans o survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, e though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by hi and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1l, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement a approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved b the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under $50,000	_____ (see note)
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

   c. ☒ **See Attachment B**

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defin

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

as salary costs. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing t work. The classifications of the employees used in the work should be consistent with the employee classifications fo the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon practicable after the services have been performed in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by th DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

   By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to tin as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA w pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead an readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates an data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and the approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER ar approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of th contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the attached General Conditions (C/S) Rev. 4 are included in and made a part of this Agreement.

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Pekin of th
(Municipality/~~Township/County~~)

ATTEST:

By _____

_____ Clerk

(Seal)

State of Illinois, acting by and through its

_____

By _____

Title _____

Executed by the ENGINEER:

Hanson Professional Services Inc.

7625 N. University Street, Suite 200

Peoria, IL 61614

ATTEST:

By _____

Title Associate

By _____

Title Regional Vice President

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

HANSON

General Conditions

Hanson Agreement: C12L0052

Agreement Date: _____

Project Name: Front Street

1 Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

HANSON

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed ~~$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater~~ $1,000,000 LAL. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

HANSON

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

HANSON

nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

22. Severability: If any term or provision of this Agree- ment is held to be invalid or unenforceable under any applicable statue or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

23. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

25. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

26. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

SUPPLEMENT #2
ATTACHMENT A
SCOPE OF SERVICES
RECONSTRUCTION OF FRONT STREET AND DISTILLERY Road

Hanson Professional Services Inc. shall prepare contract documents for roadway improvements to Front Street and Distillery Road between the intersection of Distillery Road/IL 29 and the intersection of Fayette Street/Main Street. This work also includes Southbound IL 29 (2nd Street) from the 2nd Street/3rd Avenue split south of Washington Street to Broadway Street, in the City of Pekin (LA). These streets provide access to existing and potentially expanding agribusiness operations along with the City of Pekin sewage treatment facility. As the demand to ship and process grain grows, truck traffic in this area increases.

Planned improvements for Front Street and Distillery Road include converting the entire roadway to two-way operations, new concrete pavement with curb and gutter, a new closed drainage system outletting to the Illinois River, reconstructed railroad crossings with new flashing lights, intersection and traffic signal improvements at IL 29/Distillery Road, and reconstructed entrances. Southbound IL 29 (2nd Street) will generally be narrowed from 3 lanes to 2 and include new curb and gutter, reconstructed and PROWAG compliant sidewalk and curb ramps, pavement patching, and HMA overlay.

The documents will be prepared in English units using Microstation and in accordance with IDOT's Bureau of Design and Environment Manual for work occurring on IL 29 and IDOT's Local Roads and Streets Manual for all other work. Letting types, dates, and contract packaging will be determined at a later date as funding is secured. The project may be completed as a single contract or could be split into some combination of the following 4 smaller phases.

1. Distillery Road & Front Street from IL 29 to approximately Station 32+00
2. Front Street from approximately Station 32+00 to 57+40
3. Front Street and Fayette Street from approximately 57+40 to 80+59
4. IL 29 from approximately 201+45 to 212+00

The Scope of Services to be provided is expected to include some or all of the following:

I. Environmental Services

A. Section 404/Section 10 Permit Application

A. Prepare a Section 404/Section 10 permit application for authorization of a storm water outlet discharge(s) to the Illinois River under Nationwide Permit (NWP) No. 7 (Outfall Structures and Associated Intake Structures), NWP No. 12 (Utility Line Activities), or NWP No. 14 (Linear Transportation Projects). This scope assumes that an individual Section 404/10 permit and individual Section 401 Water Quality Certification will not be required. This scope also assumes that there will be no impacts to wetlands, and that mitigation will not be required for any impacts to waters of the U.S.

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

B. **Preliminary Site Investigation (PSI) – Additional Soil Borings**
   A. To investigate the nature and extent of possible soil contamination, a Preliminary Site Investigation (PSI) of any Recognized Environmental Condition (REC) sites identified during the October 2016 Preliminary Environmental Sites Assessment (PESA) will be completed. Hanson will arrange to drill soil borings and collect soil samples for laboratory analyses of potential contaminants. The results of the PSI will be documented in a report, and include recommendations and a remediation scope of work. A PSI is included in the existing agreement; however, additional soil borings are anticipated based on the results of the PESA.

C. **ESR Addendum**
   A. Prepare an Environmental Survey Request (ESR) addendum for proposed storm water outlet work outside the original ESR limits.

D. **PESA Validation**
   A. The October 2016 PESA will be validated per IDOT requirements by conducting a site visit to observe any land use changes or recent potential contamination and ordering and reviewing an environmental records database for recent incidences. The results of the PESA validation will be documented in a memorandum.

II. Final Design and Plan Preparation

A. **Survey**
   A. Obtain and review available mapping, construction plans and surveys from City:
      i. Existing construction plans.
      ii. GIS topographic and parcel data and orthographic aerial photography. This data will be used for determination of project alternatives.
   B. Utilize existing horizontal and vertical survey control throughout the corridor limits. Horizontal control will be based on Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD83), and vertical control will be based on the North American Vertical Datum of 1988 (NAVD88). Permanent monuments will be set along the project corridor.
   C. Research public records for the parcels adjacent to the project corridor. This shall include research of existing plats, relevant deeds, property owner names, P.I.N. numbers and addresses.
   D. Conduct additional boundary surveys to determine existing right-of-way and property lines within the corridor limits for those parcels impacted by the project.
      i. Main Street and Fayette Street
      ii. Franklin Street and 2nd Street
      iii. Washington Street and 2nd Street
      iv. Along the two (2) Storm Sewer outfalls to the river
      v. Southwest quadrant of Distillery Road and 2nd Street Intersection

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

E. Provide pickup topographic survey at the following locations
   i. 2nd Street – Up to 600' North and 350' South of Distillery Road intersection
   ii. Along the two (2) Storm Sewer outfalls to the river
   iii. Along Front Street from 58+50 to 64+00 RT
   iv. Along Front Street from 78+50 to 79+00 LT to plan for multi-use path
   v. Scale location at approximately 41+00 LT
   vi. New entrance(s) to Pacific Ethanol
   vii. Drainage swales on the south side of Distillery Road
   viii. Miscellaneous Utility Structure Inventories

F. Locate existing storm and sanitary structures within the corridor limits. Sewer invert elevations will be determined to the extent possible by manhole lid removal and direct measurement. If visible from the opening, the survey crew will measure to the structure invert and identify the size (diameter), direction, material and invert (if not at structure invert) of the pipes which connect to the structure. The survey crew will not enter any structures.

G. Update base map of the existing topography in CAD format. This file shall include all survey points, digital terrain model (DTM), breaklines, planimetric mapping and contours.

H. Prepare right-of-way and temporary easement plats and legal descriptions for parcels required to complete the proposed improvements. Obtain title commitments for all right of way and easement parcels. Twenty-four (24) parcels are included in this scope of services.
   i. Section 1 - 5 Properties (All TE + 2 w/ PROW)
   ii. Section 2 - 1 Property with TE
   iii. Section 3 - 6 Properties (4 w/ TE + 5 w/ PROW)
   iv. Section 4 - 12 Properties with TE

B. **Roadway Design**

The following design may be included based upon the agreed to final scope of roadway improvements for the corridor.

A. Conduct field visit to verify existing conditions are still correct and work with proposed improvements. Identify any items requiring additional examination during final design.

B. Coordinate and finalize alignments and profiles based on how project may be split into phases. Refine profile for any concerns identified during field visit.

C. Finalize pavement calculation with updated construction year and submit to IDOT as appropriate.

D. Finalize proposed typical sections for each phase.

E. Revise proposed model to address alignment, profile, pavement, and typical section changes along with project phasing. Finalize project grading with additional pick up survey where currently missing.

F. Develop proposed cross sections (50' intervals)

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

G. Coordinate submittal of the concept plans to the utility companies for their review.
   i. Review responses and comments from utilities which are received after the concept plan submittal to determine whether utilities need to be moved or project modifications can be suggested which will resolve the conflict.
   ii. For locations where utilities will need to be moved, coordinate with the utility companies and the City to determine the approximate limits of relocation and approximate cost.

H. Develop plan and profile sheets.
I. Finalize ROW and Easement needs.
J. Erosion control design.
K. Prepare warning time study for crossing on Distillery Road near 2nd Street for approval by ICC.

C. **Roadway Plans**

The following sheet types may be included based upon the agreed to final scope of roadway improvements for the corridor.

A. Title Sheet (w/ Sheet Index)
B. General Notes, Standard List, Legend/Abbrev.
C. Summary of Quantities Sheets
D. Schedule of Quantities
E. Existing/Proposed Typical Sections
F. H/V Control Schematic - control points, any required curve data, Control ties, TBM Locations
G. Right of Way Plans
H. Construction Sequencing and Detour Plans
I. Removal/Relocation Plans
J. Plan / Profile Sheets (1" = 20' H & 1" = 5' V)
K. Pavement Marking / Signing Sheets
L. Erosion Control Plans
M. Drainage Plans
N. Special Waste Plans
O. Intersection Details
P. Sidewalk Ramp Grading Details
Q. Traffic Signal Plans and Details (IL 29 and Distillery Road Intersection) interconnected with railroad signal
R. Miscellaneous Details
S. Railroad Crossing Details
T. Cross Section Sheets (with cross-sections every 50' (min.) and at all driveways)
U. Details (CITY Standards, special details, misc., etc.)

D. **Prepare Prefinal Plans, Specifications, and Estimates**

A. Calculate and schedule quantities
B. Preparation of Opinion of Probable Construction Cost and Estimate of Time

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

C. Provide special provisions covering construction work
D. Prepare special provision for every pay item not being constructed per IDOT Standard Specifications.
E. Prepare Storm Water Pollution Prevention Plan (SWPPP)
F. State Standard Drawings (compile)
G. Bidding Documents on MFT forms (if needed)
H. Identify and incorporate IDOT BDE and Local Roads Special Provisions
I. Plot and Submit Preliminary PS&E

E. **Final Bid Documents**

A. Revise Prefinal Plans, Specifications
B. Prepare response to comments
C. Finalize quantities and cost/time estimates.
D. Compile and submit information for local letting
E. Attend prebid meeting

F. **Project Administration**

A. Administer project kick-off meeting with client
B. Internal kick-off meeting
C. Staffing and Management Plan
D. Financial and schedule controls
E. Coordination meetings with CITY (3)
F. IDOT Coordination Meetings (2)
G. Prepare for and attend Bi-Monthly coordination meeting (1)
H. Monthly Status Reports
I. Coordinate with property owners
J. Coordinate with railroad
K. Coordination with ICC
L. Prepare and submit Project Development Report (PDR) addendum if necessary for storm sewer outlet piping to be determined during design.
M. Prepare and Review meeting minutes

G. **Quality Control/Quality Assurance Review**

Provide proper quality assurance prior to sending any construction plans and specifications for review. The following items as a minimum will be reviewed prior to submitting any construction plans or specifications for review:

A. Every item shown in the construction plans either has a pay item or is specifically discussed in a pay item special provision.
B. Items to be constructed have been reviewed for constructability and directly correspond to a standard pay item or a special provision.
C. Existing utilities have been checked against proposed facilities for horizontal and vertical conflict (based on information received from the utility companies) during construction.
D. Address CITY comments and concerns.

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

H. **Project Deliverables**
The following are the number of copies of project documents to be submitted for each progress review:

A. 90% Pre-final Documents
3 Sets and Special Provisions and one pdf set
B. Final Construction Documents
5 Sets and Special Provisions and one pdf set

I. **Project Progress Reviews**
Project progress review meetings will be held at the following milestones:
A. Preliminary Geometric Design
B. 90% Pre-final Construction Documents

J. Furnish the originals and a reasonable number of prints of all necessary plans and documents, as determined by the CITY, including one copy of all meeting minutes.

K. The CITY will provide or cause to be furnished the following:
A. Existing Roadway and Retaining Wall Plans
B. Existing Sewer Plans
C. Existing Sanitary and Storm sewer conditions and locations of any desired repairs to occur with this project.
D. Updated property owner information if available.
E. Proposed Roadway Plans for any adjacent improvements

L. The following items are not included in the scope of work but could be provided as an addendum to the contract:
A. Construction observation activities or answering questions during construction.
B. Sewer televising
C. Section 106 statement or mitigation for cultural resource impacts
D. Section 4(f) evaluation
E. Preparation of any NEPA documentation including Environmental Assessment (EA) or Environmental Impact Statement (EIS)
F. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
G. Utility relocation plans
H. Preparation of and coordination for an individual Section 404 permit and individual Section 401 Water Quality Certification.
I. Landscaping plans other than turf restoration will not be included in the plans. Any tree replacements necessary will be not be included in the plans, but will be coordinated with the City of Pekin to be replaced at an offsite location.
J. Sanitary sewer plans and details.
K. Necessary permitting and/or mitigation for floodplain impacts.
L. Temporary and permanent roadway lighting analysis and design, existing lighting will be maintained where present.

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

M. Traffic volumes and analysis at any intersections that are not currently signalized.
N. Property acquisition services.
O. Storm water retention/detention.
P. Retaining wall evaluation and design.

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

SUPPLEMENT # 2
ATTACHMENT B

Payment
Front Street Phase II

The LA agrees to pay the ENGINEER as compensation for all services rendered in accordance with this AMENDMENT, on the basis hourly rates using the multiplier of 3.0, with a maximum compensation not to exceed $600,000. Total compensation for the entire project shall not exceed $995,000.

Tasks Front Street Phase I	Fee
Environmental Studies	$32,207
Survey	$87,764
Roadway Design	$76,796
Prefinal Plan Preparation	$249,154
Prefinal Plan Submittal	$48,838
Final Plan Preparation	$72,208
Project Administration	$88,033

Total	**$655,000**
Savings in Existing Project	**-$55,000**
Increase this Amendment	**$600,000**

Attachment: Hanson Agreement Front Street Amd 2 (1196 : Hanson Engineering Amendment 2 to Front Street Design)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 9, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Supplemental MFT Resolution 14-00000-01-GM

AGENDA DATE REQUESTED: August 14, 2017

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the supplemental resolution for Section 14-00000-00-GM in the amount of $103,800.

DESCRIPTION: This resolution is needed to meet the IDOT requirement for MFT expenditures to be within approved resolution amounts. Therefore a supplemental resolution is needed to add $103,800 to the original resolution for Section 14-00000-00-GM to balance the total expenditures from the MFT fund in fiscal year 2015. This money has already been spent and this resolution will allow us to close this project with IDOT. This will not affect this fiscal year budget.

FINANCIAL IMPACT: This will balance resolution amounts with expenses in the FY2015 Budget

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The MFT resolutions will match the final balance of the budget in FY2015

IMPACT IF DENIED: The MFT resolutions will not match the final balance so a transfer in the general fund would need to occur to refund the MFT account.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: N/A

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.

√	**A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that 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 Directors and City Staff:

Date:

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

Date:

City Manager:

Date:

Supplemental MFT Resolution No. 62-17/18 14-00000-01-GM

Resolution No.

PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED THIS 14th DAY OF AUGUST, 2017

_____
MAYOR

ATTEST:

_____
CITY CLERK

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
	Supplemental	14-00000-01-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Pekin (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of One Hundred and Three Thousand and Eight Hundred Dollars ($103,800.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code fro

05/01/14 (Beginning Date) to 04/30/15 (Ending Date).

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

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Pekin (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) ceritified originals of this resolution to the district office of the Department of Transportation.

I Sue McMillan (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Pekin (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Governing Body Type) of Pekin (Name of Local Public Agency) at a meeting held on 08/14/17 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of August, 2017 (Month, Year).

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Attachment: SKM_C554e17080912070 (1199 : Supplemental MFT Resolution 14-00000-01-GM)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 8, 2017

From: Kurt Nelson, Fire Chief

AGENDA ITEM: Downtown Parking Restriction Moratorium

AGENDA DATE REQUESTED: August 14, 2017

ACTION REQUESTED: to adopt Resolution No. 61-17/18 and approve a 6-month moratorium on 2-hour parking restriction downtown.

DESCRIPTION: At the request of City Manager Tony Carson, and in agreement after meeting with a majority of the owners and operators of downtown businesses, the following was determined:
It was decided that the Traffic Safety Committee would like to implement a moratorium on the downtown business district area that eliminates the 2-hour parking restriction for the entire downtown business area. This moratorium would be for the areas on Court Street and include the side streets that are located within the business areas. During this time the business owners and managers would evaluate the benefits as well as detriments to making this an open parking setup, and report back to the Traffic Safety Committee for further consideration and refinement. At the conclusion of the 6 month period, if permanent changes occur that are different than what is currently on the restricted parking ordinance, it will be brought before City Council based on the recommendation of the Traffic Safety Committee. This moratorium is in regard to on-street parking only, and does not include parking lots owned by the City, Tazewell County or private lots.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS: Business owners are concerned with the potential negative impact to their business with the 2-hour parking restriction in place

IMPACT IF APPROVED: There will be no parking time limit downtown.

IMPACT IF DENIED: The current 2-hour parking restriction will remain in place.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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 Directors and City Staff:

Date:

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

Date:

City Manager:

Date:

Resolution No. 61-17/18 City of Pekin Downtown Two Hour Parking Restriction Moratorium

Resolution No.

PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED THIS 14th DAY OF AUGUST, 2017

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION NO. 61-17/18

CITY OF PEKIN DOWNTOWN TWO HOUR PARKING RESTRICTION MORATORIUM

WHEREAS, the City Manager met with a majority of the owners and operators of downtown businesses regarding their 2 hour parking concerns; and

WHEREAS, the Traffic Safety Committee met to review the owner's and operator's concerns and suggestions; and

WHEREAS, the Traffic Safety Committee recommends to the Pekin City Council to implement a moratorium on the downtown business district area that eliminates the 2-hour parking restriction to on-street parking only, not to include parking lots owned by the City, for the entire downtown business area; and

WHEREAS, the moratorium is for the areas on Court Street and include the side streets that are located within the business areas; and

WHEREAS, the business owners and managers will evaluate the benefits as well as detriments to making the area an open parking setup and report back to the Traffic Safety Committee for further considerations and refinement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that a 6 month moratorium is hereby placed on 2-hour parking restrictions in the downtown business area effective September 1, 2017 and ending February 28, 2018 at which time a report is to be sent to the Traffic Safety Committee for a recommendation to the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS this _____ day of _____, 2017.

AYES: _____

NAYES: _____

ABSTENTIONS: _____

PRESENT: _____

_____
John McCabe, Mayor

ATTEST:

_____
Sue E. McMillan, City Clerk

Attachment: DOWNTOWN MORATORIUM PARKING (1194 : Downtown Parking Restriction Moratorium)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 26, 2017

From: John Dossey, Police Chief

Angie Evans, Finance/Accounting Contact
John Dossey, Police Chief
Sue McMillan, City Clerk

AGENDA ITEM: Taser Purchase	
AGENDA DATE REQUESTED: August 14, 2017	
ACTION REQUESTED: Request to Spend Previously Approved Funds From 100-761-5-290.00 in the amount of $14,154.06 for Purchase of 10 Tasers, Holsters, Batteries and Warranty.	
DESCRIPTION: See Attached Memo	
FINANCIAL IMPACT: See Attached Memo	
NEIGHBORHOOD CONCERNS: N/A	
IMPACT IF APPROVED: Provides a less than lethal option for the officers when they are confronted with a violent suspect.	
IMPACT IF DENIED: Officers would not have the option of this accepted less than lethal option.	
ALTERNATIVES: N/A	
RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
√	**A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and

	leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that 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 Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

CITY OF PEKIN

POLICE DEPARTMENT

Pekin ILLINOIS

To: Mayor McCabe, City Council

From: John Dossey, Chief of Police

Date: July 31, 2017

Subject: Purchase of TASERS

Mayor McCabe, Councilmen

Before council is a request to purchase 10 Tasers. During the budget process the equipment line item in Police / Patrol of $30,000 was approved in the budget. Within this line item was the purchase of 10 Tasers, which would add the sergeants into the number of personnel who are carrying them and to have three spare in the event one is broken.

Attached to this memo is a quote from Axon, which is the sole source vendor for this item. The total quote is $14,154.06. The company, Axon, has recently acquired TASER and has now changed their name to AXON/Taser. In the quote Council will see the cost for the 10 new Tasers, the holsters to carry them, and the battery packs needed for their use. Also included in this quote is a four (4) year warranty that is a no questions asked warranty where Axon will replace any Tasers that are broken or damaged during that time period. This is in conjunction with a one (1) year warranty from Taser. So there is a total of five (5) years of warranty. This would now place a less lethal option in the hands of all officers that work on the streets in the patrol division.

It should further, for council's information, be stated that all of the department use of force policies and evidence storage is based off of this Taser product. Based on industry information Axon is the sole source vendor for the less lethal option we are seeking to acquire.

These "less lethal" Tasers have shown, through in depth study, to provide our law enforcement officers a safe option which have reduced officer(s) injury and workman comp claims significantly throughout the country. It further has shown reduction of injuries to the suspects as well, in particular through the use of deadly force options.

As always if you have any questions please do not hesitate to reach out.

Regards

Chief Dossey

John V. Dossey, Chief of Police
111 S. Capitol Street, Pekin, Illinois 61554 * Phone (309) 477-2336 * Fax (309) 346-5328

Attachment: Taser Request 2017 (1189 : Taser Purchase)

City of Pekin
Police Department

To whom it may concern:

Re: Taser Purchase

From: Sgt. R. VonRohr 5227

I would like permission to buy 10 Tasers, 10 holster's and 15 DPM's for the Taser's. The attached quote for $14,154.06 details the purchase with the full 5 year no questions asked warranty. This money was budgeted per FY2017/2018 budget per D.C Kaminski.

We have been using Taser for 15 years and all of our policies and procedures are based around taser specific products. (Evidence Sync, Taser/UOF policy) Kevin Knudsen is our Axon (Taser) rep for this part of the country. We buy direct from Axon Taser because this is how Taser has their sales set up.

Sincerely

Sgt. Rick VonRohr
Pekin Police Department

Attachment: Taser Request 2017 (1189 : Taser Purchase)

Police Department
111 S. Capitol Street, Pekin, Illinois 61554 * Phone (309) 346-3132 * Fax (309) 346-5328

Axon Enterprise, Inc.
Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-378-6269

Richard VonRohr
(309) 478-5330
rcvonrohr@ci.pekin.il.us

Quotation

Quote: Q-123764-1
Date: 6/30/2017 7:14 AM
Quote Expiration: 6/30/2017
Contract Start Date*: 6/30/2017
Contract Term: 1 year

AX Account Number:
112461

Bill To:
PEKIN POLICE DEPT.-IL
111 S CAPITOL ST
PEKIN, IL 61554
US

Ship To:
Richard VonRohr
PEKIN POLICE DEPT.-IL
111 S CAPITOL ST
PEKIN, IL 61554
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kevin Knudsen	480-905-2061	kknudsen@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
10	11002	HANDLE, BLACK, CLASS III, X26P	USD 964.05	USD 9,640.50	USD 0.00	USD 9,640.50
8	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 57.04	USD 456.32	USD 0.00	USD 456.32
2	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 57.04	USD 114.08	USD 0.00	USD 114.08
15	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 58.38	USD 875.70	USD 0.00	USD 875.70
					Hardware Total Before Discounts:	USD 11,086.60
					Hardware Net Amount Due:	USD 11,086.60

Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
10	11004	WARRANTY, 4 YEAR, X26P	USD 297.75	USD 2,977.50	USD 0.00	USD 2,977.50
					Extended Warranties Total Before Discounts:	USD 2,977.50
					Extended Warranties Net Amount Due:	USD 2,977.50

Attachment: Taser Request 2017 (1189 : Taser Purchase)

Subtotal	USD 14,064.10
Estimated Shipping & Handling Cost	USD 89.96
Grand Total	USD 14,154.06

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Quote: Q-123764-1

Please sign and email to Kevin Knudsen at kknudsen@taser.com or fax to 480-378-6269

THANK YOU FOR YOUR BUSINESS!

'Protect Life'© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
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Attachment: Taser Request 2017 (1189 : Taser Purchase)

How Safe Are TASER Weapons?

TASER Smart Weapons help protect life. They're the safest and most effective weapons we've developed yet and offer advanced features like the TASER X2's warning arc, charge metering and more.

When we built the TASER Smart Weapon, our engineers had three thoughts in mind: safety, accountability, and performance. Unlike their predecessors, our Smart Weapons are built on an all-digital platform. They have the ability to regulate charge output, perform health checks, update firmware over the web, and provide analytics displaying how and when someone uses the weapon.

Confidence In Court

""I was called to be an expert witness for a case where a violent, drug-intoxicated subject was subdued with a TASER X2. The subject filed an intent to sue for excessive use of force. While in court the TASER X2's firing logs were presented as evidence, corroborating the deputies' accounts and helping prevent a lawsuit from developing." "

—Kevin Sailor, Westminster PD

Improved Data & Analytics

Our Smart Weapons technology features improved data and analytics, letting you get to the truth of what happened at an incident. Through Evidence.com, you can view numerous details and data on how Smart Weapons were used with these important records:

- Event Logs: Saves every user action for your record-keeping, including safety activation, and trigger event duration with times, dates, and battery life.
- Pulse Logs: Displays a pulse-by-pulse record of weapon output.

Research & Safety

The numbers tell the story, TASER products save lives, prevent injuries, reduce litigation, and save agencies a lot of money. More than 700 reviews have affirmed the safety and life-saving value of TASER technology as a safer, more effective use of force.

VIEW ALL 700 STUDIES

Saving Lives

TASER weapons exist to save lives. Law enforcement officials rely on our weapons to protect life, and we continue to innovate today, leading the world in electrical weapons technology. Our Smart Weapons specifically target the motor

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nerves that control movement, which enhances the effectiveness of restraint while minimizing harm—an alternative far superior to using firearms in many contexts.

How Safe Are TASER Weapons?

DOWNLOAD THE STUDY

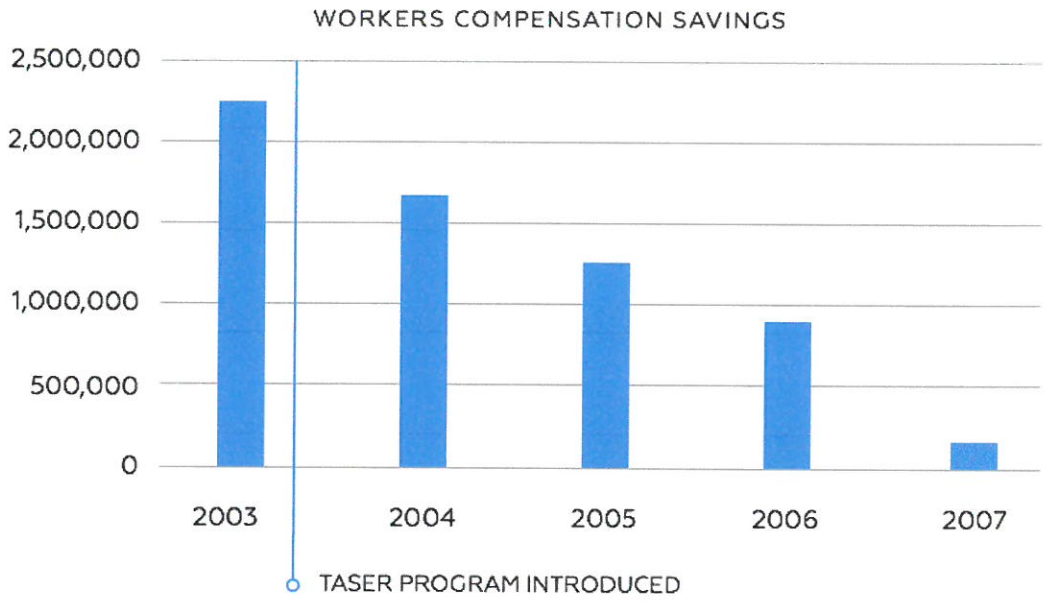
185,557

LIVES SAVED

from death or serious bodily injury. (Source)

HOUSTON STUDY

In a longitudinal study, the Houston Police Department saw TASER devices help decrease workers' comp claims by 93%. Deploying alternative means of force has also shown to reduce suspect injuries by as much as 60%.



WAKE FOREST

A 2009 Wake Forest University study concluded that 99.75% of suspects subjected to a TASER weapon had no significant injuries, demonstrating that the TASER device is the safest use-of-force option for police.

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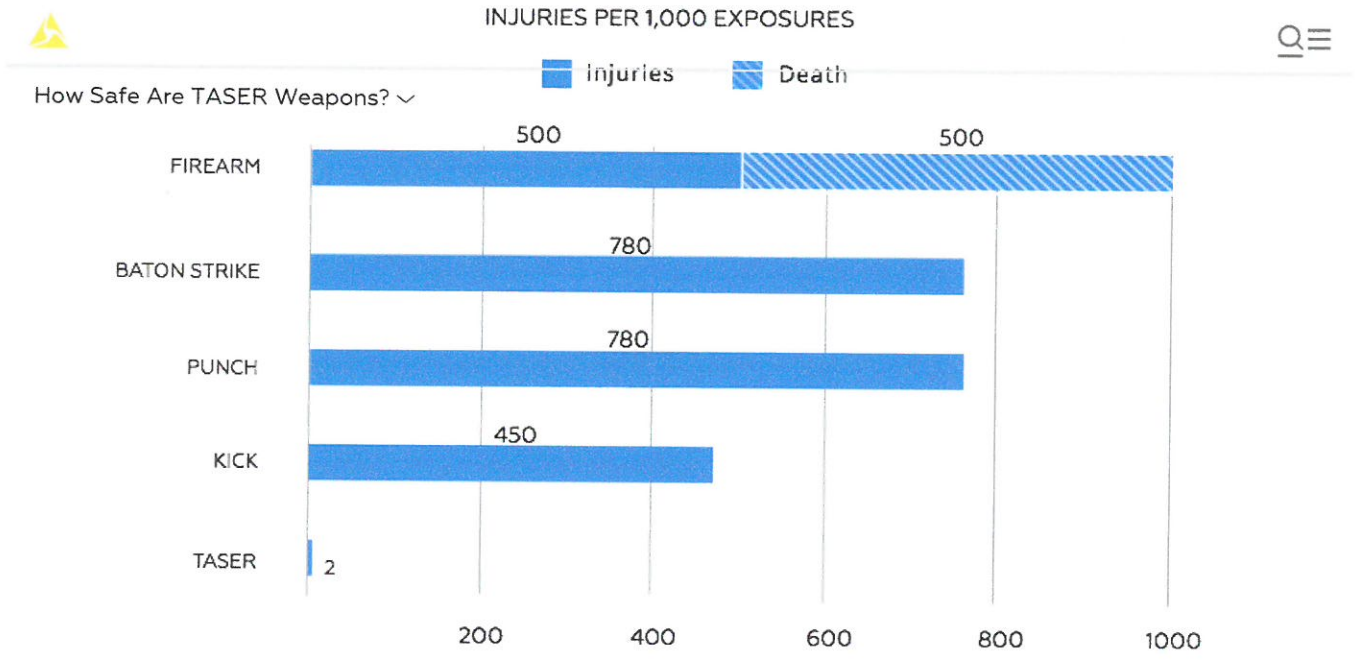

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Attachment: Taser Request 2017 (1189 : Taser Purchase)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 26, 2017

From: John Dossey, Police Chief

Elliff & Bosich, City Attorney
Angie Evans, Finance/Accounting Contact

AGENDA ITEM: Intergovernmental Agreement - SRO

AGENDA DATE REQUESTED: August 14, 2017

ACTION REQUESTED: Approve the annual agreement between the Pekin Community High School and The City of Pekin for a School Resource Officer.

DESCRIPTION: The City has had an ongoing relationship with Pekin High School District 303 for many years and both the High School Board and the Police Department believe that having a police officer trained and available for juvenile justice programs improves the safety of the students, staff and general public and will deter juvenile crime.

FINANCIAL IMPACT: The City shares the cost of the officer with District 303, the City's share including benefits is $52,273.35

NEIGHBORHOOD CONCERNS: Deters juvenile crime throughout the City and protects the children of the City of Pekin.

IMPACT IF APPROVED: The City continues its long standing relationship with the High School staff and administration and builds relationships with and influences students throughout their high school careers.

IMPACT IF DENIED: The High School would have to find an alternative program and the City would not be involved in the day to day lives of students and the influence of the Police Department would be greatly diminished in the City of Pekin

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
√	**A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that 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 Directors and City Staff:

Date:

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

Date:

City Manager:

Date:

HIGH SCHOOL POLICE LIAISON OFFICER AGREEMENT

This Agreement made and entered into this ___ day of _____, 2017, by and between the CITY OF PEKIN, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City", and the BOARD OF EDUCATION OF PEKIN SCHOOL DISTRICT NO. 303, a Body Politic and Corporate, hereinafter referred to as "School Board".

W I T N E S S E T H:

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards have control of school property and are responsible for pupil and staff safety; and

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards may contract for work for the district and may hire educational support personnel; and

WHEREAS, Art. VII, §10, Ill. Const. provides that school districts and cities may contract to share any power not prohibited by law; and

WHEREAS, the City, with a population greater than 25,000 has plenary police powers pursuant to Art. VII, §6 (a), ILL. Const.; and

WHEREAS, both the School Board and the City believe that having a police officer, properly trained in juvenile justice programs, assigned to and stationed at the high school will increase pupil and staff safety, further juvenile prevention programs, and will deter juvenile crime; and

WHEREAS, the City is willing to assign such an officer to the high school only if the School Board participates in a cost sharing of the employment costs of such an officer; and

WHEREAS, the School Board is willing to participate in such cost sharing only upon certain guarantees about approval of personnel, availability of personnel, and delineation of duties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here in below, the parties here to agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is for the City to agree to assign a police officer to and station the officer at Pekin High School and for the City to set forth with particularity said police officer's duties and chain of command and for the School Board to delineate its financial responsibilities for such assignment and for the School Board to establish its obligations in respect to supervision, provision of office space and equipment, and right of veto over personnel selection. Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination rights, and division of liability.

ARTICLE II. TERM

2.1 The term of this Agreement is from August 1, 2017, to July 31, 2018 (176 assignment days).

2.2 This Agreement shall automatically renew for successive one (1) year terms, beginning on August 1st of each year, unless either party provides written notice of non-renewal to the other party within fifteen (15) days of the expiration of the then-current term.

Attachment: SKMBT_C55417080814520 (1187 : Intergovernmental Agreement - SRO)

ARTICLE III. TERMINATION RIGHTS

3.1 Either party may terminate this Agreement for cause upon fifteen (15) days written notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination.

ARTICLE IV. CITY'S DUTIES

4.1 The city shall assign a Pekin Police Officer to and station said officer at Pekin High School first for all pupil attendance days during the school year and for five (5) work days prior to the start of the school year (as staff orientation) if requested by the School Board. The City shall not be required to assign such an officer even when requested if such officer is sick or is granted a minimum of three (3) days leave; however, the City reserves the right to assign an alternate on such days or other days.

4.2 Said assigned officer, and any alternate, shall be selected, supervised, and instructed to perform in accordance with the Job Description attached hereto and incorporated herein as Exhibit "A".

4.3 An assignment day shall consist of eight hours and shall begin and end as agreed between the parties most involved, all shall include a half hour for lunch. It is understood, though, that the assigned officer shall not always be on school grounds during the assignment day. Such items as court appearances, investigation of school related matters but off school grounds, training, police investigations, and bona fide police emergencies may and will keep the assigned officer off school grounds. While the City will attempt to keep such matters as training during school hours and bona fide police emergencies to a minimum, it is understood that such matters are not completely within the control of the City. In addition, it is understood that training is of benefit to the School Board. Therefore, in cases of training directly related to his or her functions as a liaison officer, or related to juvenile law, the City and the School District shall share the average daily costs of the officer evenly. The rule in cases of bona fide police emergencies, and police investigations, shall be that if the assigned officer is performing school related business for less than one-half of the school day, no assignment day is charged but that if the assigned officer is performing school related business for at least one-half of the school day, an assignment day is charged.

4.4 The City of Pekin Chief of Police or designated officer shall perform a written evaluation of the Police Officer High School Liaison Program and the officer or officers assigned thereto annually. Such evaluation shall allow for written input from the School Board.

4.5 The City may authorize overtime not associated with school activities and shall pay for any overtime so authorized if unrelated to school activities.

4.6 The City shall either provide the assigned officer a City owned vehicle or authorize the use of a personal vehicle.

Attachment: SKMBT_C55417080814520 (1187 : Intergovernmental Agreement - SRO)

4.7 The City agrees to indemnify, defend, and hold harmless the School Board for all claims under the Worker's Compensation, Occupational Disease, or similar statutes for injury or illness resulting to the assigned employee. In addition, the City agrees to indemnify, defend and hold harmless the School Board for all claims, demands, damages, costs, expenses, suits, actions, or liability whether at law or in equity arising from the acts or omissions of the assigned employee.

ARTICLE V. SCHOOL BOARD DUTIES

5.1 The School Board shall request an assigned officer for a minimum of 176 assignment days during the term thereof.

5.2 The School Board shall provide supervision for said assigned officer by the Principal or his designee.

5.3 The School Board shall provide sufficient office space, furniture, office supplies, telephone, and secure filing cabinet for said assigned officer.

5.4 The School Board shall pay 50% of the Officer Employment Cost to the City. "Officer Employment Cost" shall be determined by adding together the annual base salary of the individual officer selected, the Medicare costs, insurance costs, Workman's Compensation or similar costs. Said payment shall be made quarterly within thirty (30) days after receipt of billing from the City.

5.5 Any time the School Board requests and authorizes overtime for the assigned officer; overtime compensation shall be paid by the School Board at rates established by the City. If such request relates to the execution of this Agreement, the City shall include an itemized statement detailing such charges as a part of its quarterly billing, and payment by the School Board shall be made in the same manner as the quarterly payments under this Agreement. However, if such request is not related to the execution of this Agreement, then payment by the School Board shall be made to the officer in accordance with any collateral agreements between the parties.

ARTICLE VI. MISCELLANEOUS

6.1 Both parties have certain duties to indemnify, defend, and hold harmless the other party under certain specified circumstances. Therefore, whenever a demand or suit is made or filed against the beneficiary of such duty, that party shall promptly notify in writing the burdened party of such demand or suit and such burdened party shall promptly notify the benefitted party of the name of the individual assigned to handle and defend such demand or suit.

6.2 While the Pekin Community High School Administration reserves the right to make final approval of assigned officer and alternate and to demand the removal of any such officer approved, the City reserves the sole and exclusive right to discipline such personnel. The Pekin Community High School Administration shall report promptly, however, to the Chief of Police any infractions or deficiency in performance and may file charges with the Board of Fire and Police Commissioners against said personnel only after ten (10) days have expired from so reporting same to the Chief of Police.

6.3 Both parties agree that the assigned officer shall have no authority to act as a Juvenile Officer outside the corporate limits of the City unless specifically authorized by the City.

Attachment: SKMBT_C55417080814520 (1187 : Intergovernmental Agreement - SRO)

6.4 Both parties agree that if the assigned officer is expected to perform a search or seizure of persons or property, said officer shall be bound by and shall follow established City policies and directives. Nothing herein shall prevent school personnel from acting under School Board policies and directives outside the presence of the assigned officer. However, the assigned officer shall not be required to withhold information of criminal activity from the City.

6.5 Should a dispute arise concerning an itemized bill, the School Board shall promptly pay the amounts not in dispute. The Chief of Police and Pekin High School Principal shall meet within ten (10) days to discuss the remaining amounts in dispute; and if they are unable to resolve said dispute mutually within ten (10) days thereafter, the dispute shall be submitted to governing bodies of the parties as follows: the first and third such disputes shall be submitted to the School Board and its decision shall be final and binding for that quarterly billing; the second and fourth such disputes shall be submitted to the City Council and its decision shall be final and binding for that quarterly billing.

6.6 The City of Pekin Police Department's Rules and Regulations shall govern the conduct of the assigned officer unless otherwise specifically provided for by this Agreement.

6.7 Any change to this Agreement shall be in writing and approved by the governing boards of both parties; however, both parties agree that this Agreement is a pilot program and that non-substantive refinements may be needed to have a successful program. Therefore, the Chief of Police and the Principal of Pekin High School may approve non-substantive changes – i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority – by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

PEKIN HIGH SCHOOL DISTRICT
NO. 303

By _____
President

Attest: _____
Secretary

Approved As To Form: _____
School Board Attorney

CITY OF PEKIN, ILLINOIS

_____
Mayor

Attest: _____
City Clerk

Approved As To Form: _____
City Attorney

Attachment: SKMBT_C55417080814520 (1187 : Intergovernmental Agreement - SRO)

Exhibit A

JOB DESCRIPTION
POLICE LIAISON OFFICER
PEKIN HIGH SCHOOL

Job Title
Police Liaison Officer

Employment
The Police Liaison Officer is an officer of the Pekin Police Department and an employee of the City of Pekin on special assignment to Pekin High School District No. 303.

Employment Contract
The City of Pekin and Pekin High School District No. 303 will enter into an annual agreement to purchase liaison officer services based on the number of school days in which students are present and/or the officer's presence is requested.

Qualifications/Selection
The training, experience and other qualifications of the Police Liaison Officer shall be established by the Chief of Police. When selecting an officer for this position, the Chief of Police shall nominate a slate of qualified candidates, and the Principal of Pekin High School shall make the final selection.

Professional Standards
The Police Liaison Officer must conduct himself/herself in a professional manner and must maintain a high level of respect and integrity within the school community. As a Juvenile Officer, the Police Liaison Officer shall endeavor to maintain a caring attitude towards students and shall endeavor to remain sensitive to the problems of students and staff in the school environment.

Attire
When functioning as the Police Liaison Officer, the officer shall normally be dressed in plain clothes, except on those occasions when, in the judgment of school authorities, the standard police uniform would be more appropriate.

Reports To
The Police Liaison Officer is primarily a police officer and as such is at all times under the command of his designated police department superiors. However, during those hours in which the officer is assigned to Pekin High School as the Police Liaison Officer he shall report to the Principal or his designee. When the officer is not functioning as the Police Liaison Officer, he will report to his designated supervisor at the Pekin Police Department.

Attachment: SKMBT_C55417080814520 (1187 : Intergovernmental Agreement - SRO)

Duties

The position of the Police Liaison Officer is a staff liaison position and is considered an integral part of the student personnel services of the high school. Specifically, the position is a part of the Student Affairs Office under the immediate supervision of Pekin High School Administration, and in this relationship the officer's duties are under the authority and responsibility of the Principal of Pekin High School.

The Police Liaison Officer shall not be responsible for the enforcement of high school or school district policies, but shall assist the staff in said enforcement when requested to do so.

As a member of the school staff, the Police Liaison Officer:

1. Serves as the liaison between Pekin High School and the Pekin Police Department, promotes the development of effective communication between the school and legal authorities, and coordinates the provision of police services to the school.
2. Serves as a consultant to Pekin High School District No. 303 in matters of crime prevention, law enforcement, community youth services and other related matters.
3. Pro-actively works with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. In this role the liaison officer patrols the school and grounds, supervises parking lots, monitors pedestrian and vehicular traffic on school grounds, and prevents loitering and trespassing on school property when requested to do so.
4. Conducts and/or coordinates the police investigation of incidents involving Pekin High School, its staff and students. The officer will also investigate other cases or perform other duties assigned by his designated police department supervisor. The officer shall retain all the powers and duties inherent in his status as a law enforcement officer of the Pekin Police force including but not limited to the power to make all lawful arrests and such other actions that may be necessary and appropriate in the specific circumstance.
5. As a police Juvenile Officer, the Police Liaison Officer must develop and maintain a familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
6. Confers with and assists deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
7. Participates in providing advice and guidance to students and parents and assists in referral to appropriate community services.
8. Assists school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
9. Assists school staff in the supervision of extra-curricular school activities as requested.
10. Performs other duties as assigned by Pekin High School Administration or by his designated police department supervisor not inconsistent with this description or attached Agreement.

Attachment: SKMBT_C55417080814520 (1187 : Intergovernmental Agreement - SRO)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 26, 2017

From: John Dossey, Police Chief

Angie Evans, Finance/Accounting Contact
Elliff & Bosich, City Attorney
John Dossey, Police Chief

AGENDA ITEM: Intergovernmental Agreement - I-DROP
AGENDA DATE REQUESTED: August 14, 2017
ACTION REQUESTED: Approve Intergovernmental Agreement with Illinois Office of the Comptroller Regarding Access To the Comptroller's Local Debt Recovery Program.
DESCRIPTION: Agreement to utilize the IDrop program to recover unpaid fees, i.e unpaid parking tickets, or other fines / fees that remain upaid to the City.
FINANCIAL IMPACT: The City stands to gain revenue from unpaid fees and fines.
NEIGHBORHOOD CONCERNS: None
IMPACT IF APPROVED: Revenues would / should increase on collection of unpaid debt.
IMPACT IF DENIED: We would have to utilize other means of collection
ALTERNATIVES: Other alternatives in place through collections, this is one tool.
RELATED TO EFFICIENCY STUDY: This is part of the plan as related to technology use as it relates to e-ticketing and adjudication.
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 Directors and City Staff:

Date:

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

Date:

City Manager:

Date:

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF PEKIN
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY PROGRAM

This Intergovernmental Agreement ("the Agreement") is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter "IOC") and the City of Pekin (hereinafter "the local unit"), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller's Offset System (hereinafter, "the System"), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, "the Act") [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State's tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Attachment: Comptroller agreement (1186 : Intergovernmental Agreement - I-DROP)

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of "Debt"

(a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.

(b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.

(c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.

(d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

2. Due Process & Notification

(a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:

(i) the name and address and/or another unique identifier of the person against whom the claim exists;

(ii) the amount of the claim then due and payable to the local unit;

(iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);

(iv) the time period to which the claim is attributable;

(v) the local entity to which the debt is owed;

(vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;

Attachment: Comptroller agreement (1186 : Intergovernmental Agreement - I-DROP)

(vii) a statement as to the outcome of any hearings or other proceedings held to establish the debt, or a statement that no hearing was requested; and,

(viii) the date of final determination of the debt.

(b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.

(c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

(a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.

(b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.

(c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.

(d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.

(e) For purposes of this Agreement, "chief officer of the local unit" means the Chief of Police.

(f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

4. Notification of Change in Status

Attachment: Comptroller agreement (1186 : Intergovernmental Agreement - I-DROP)

(a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.

(b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

5. Notification of Change in the Chief Officer

(a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.

(b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.

(c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

B. Operational Requirements

1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.

2. Fee. A fee may be charged to the debtor and shall be no more than $20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.

3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III

Attachment: Comptroller agreement (1186 : Intergovernmental Agreement - I-DROP)

(B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.

4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.

5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.

6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 309/478-5332.

7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.

8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.

9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.

10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if

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an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

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The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the "senior level managers" are:

1. IOC: Cesar Orozco, Director – Department of Government and Community Affairs

2. Local Unit: John Dossey, Chief of Police - City of Pekin

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: John Gay, General Counsel
Illinois Office of the Comptroller
100 W. Randolph St, Suite 15-500
Chicago, Illinois 60601
Phone: 312/814-5783
Fax: 312/814-0957
E-mail: John.Gay@illinoiscomptroller.gov

Local Unit: Burt Dancey, City Attorney
Elliff, Dancey, and Bosich, PC
109 S Fourth St
Pekin, IL 61554
Phone: 309/346-4148
Email: liz1@grics.net

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the City of Pekin. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

Attachment: Comptroller agreement (1186 : Intergovernmental Agreement - I-DROP)

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of Pekin by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____ Date: _____

Name: Susana A. Mendoza

Title: Comptroller

CITY OF PEKIN

By: _____ Date: _____

Name: John McCabe

Title: Mayor

Attachment: Comptroller agreement (1186 : Intergovernmental Agreement - I-DROP)

REQUEST FOR COUNCIL ACTION

To: Council Members

Date: August 9, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: MFT Resolution for Front Street Design	
AGENDA DATE REQUESTED: August 14, 2017	
ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Engineering Agreement with Hanson for the Front Street Engineering in the amount of $600,000.00.	
DESCRIPTION: This is the resolution for the expending of MFT Funds for Hanson's engineering services for Front Street. This resolution will allow the use of MFT funding to cover the cost of the design engineering.	
FINANCIAL IMPACT: $600,000 of MFT Funding	
NEIGHBORHOOD CONCERNS: none	
IMPACT IF APPROVED: MFT Funding will be used for the design engineering	
IMPACT IF DENIED: MFT Funding will not be used for design engineering	
ALTERNATIVES: utilize general funding for the design or borrow against future TIF funding	
RELATED TO EFFICIENCY STUDY:	
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 Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds)**:** Date:	
City Manager: Date:	

Motor Fuel Tax Resolution No. 63-17/18 for Front Street Engineering

Resolution No.

PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED THIS 14th DAY OF AUGUST, 2017

_____
MAYOR

ATTEST:

_____
CITY CLERK

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
	Supplemental	14-00188-00-EG

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Pekin (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved und

the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor)

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+	Front Street			Distillery/IL 29 Int	Fayette St./IL 29 Int

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+					

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Planned improvements for Front St. and Distillery Road include converting the entire roadway to two-way operations, new concrete pavement with curb and gutter, a new closed drainage system outletting to IL River, reconstructed railroad crossing with new reconstructed entrances.

2. That there is hereby appropriated the sum of Six hundred thousand Dollars ($600,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sue McMillan (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Pekin (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Pekin (Name of Local Public Agency) at a meeting held on August 14, 2017 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of August, 2017 (Month, Year)

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

Attachment: SKM_C554e17080910391 (1198 : MFT Resolution for Front Street Design)