



REGULAR COUNCIL MEETING MONDAY, AUGUST 12, 2013
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of July 22, 2013.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Fire Department June Report and Tazewell County Animal Control July Report.		
7.2 Resolution No. 78-13/14 – Mayor's Appointment of Mack Cakora to the Economic Development Advisory Committee to fill the expired term of Patrick Oberle until May 2016.		
7.3 Receive and File Qualifications for Phase Two Engineering for the Veterans Drive Extension From Sheridan Road to Fisher Road.		
7.4 Proclamation: "Duck Race Month" August 2013 - Center For Prevention of Abuse.		
7.5 Approve Agency Agreement with Illinois Department of Transportation and Genesee & Wyoming Railroad.		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		

9.0 NEW BUSINESS		
9.1 Agency Agreement with Illinois Department of Transportation – Airport Improvement Program. DESCRIPTION: Request to approve the Agency Agreement with IDOT for funding the Local Share for the Rehabilitation of the West Apron Project. ACTION: Motion to approve the Agreement. VOTE REQUIRED	MG	3
9.2 High School Liaison Officer Agreement DESCRIPTION: Agreement to provide a police officer trained and available for juvenile justice programs. ACTION: Motion to approve the Agreement. VOTE REQUIRED	DB	2
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (11) Litigation, (1) Personnel, (6) Sale of Property, (5) Acquisition of Property		
12.0 ADJOURN No Vote Required		

Column 1 Key:

JW Joseph Wuellner City Manager
 MG Michael Guerra City Engineer
 DB Donald Baxter Deputy Police Chief

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JULY 22, 2013, AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, GILLESPIE, GOLDEN, ORRICK, AND BARRA

ABSENT: HENDRICKS AND MCCABE

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

Roll was called. All members were physically present except Council Member Hendricks and Council Member McCabe. A quorum was present.

AGENDA

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

MINUTES

Motion by Council Member Gillespie, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of July 8, 2013 be approved as written**. Mayor Barra noted that the clerk had provided the Council with corrected minutes not contained in the original packet. On roll call vote, all present voted Aye.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Tazewell County Animal Control June Report.
7.2 Receive and File: Pekin Public Library Annual Report
7.3 Receive and File: Airport Lease with Carol Lindstrom and Mark Reecy

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Quarterly Financial Report

City Treasurer James Wolf presented to Council the following summary printouts (revised from the packet materials):

REVENUES OVER EXPENSES MAJOR REVENUE SOURCES INVESTMENT EARNINGS

Mr. Wolf reviewed the format of his quarterly reports for new members of the Council. He stated figures used for reporting were Year End April 30, 2013, actual, budgeted, and comparisons to year end April 30, 2012. He commented on highlighted key figures and explained increases or decreases. Overall summary for Revenues Over Expenses showed that it was a good year for the General Fund. Council Members asked the following questions and the Treasurer responded accordingly:

- Why the difference in a positive result in revenues over expenses for all funds combined?
The State income tax, after running 4 months behind has been paid within one month.
- Why negative figure in the School Bus Fund?
Vehicle Maintenance Building construction charged to the School Bus Fund. Council Member Golden asked that skewed numbers in future reports receive asterisk * with explanations.
- Why large negative reported figure for Vehicle Maintenance Fund?
Charges for employees and operations were shifted to the independent departments in the middle of the year to disclose a true cost analysis.

It was also noted that the Insurance Fund was negative for the year. Council Member Orrick asked that the insurance be broken down into the separate types. Council Member Golden suggested increasing the fuel cost at the Airport to decrease the negative percentage. The Treasurer reported the Major Revenue sources as strong in comparison over the previous year. Sales, Home Rule, and Income Taxes showed improvement. The State Replacement Tax (businesses) was reported as dropping. Council Member Able questioned, with investments low, was the City still funding the Fire Pension Fund at 105% and the Police Pension Fund at 103% and Mr. Wolf confirmed that was correct. Mr. Wolf advised investments were in a low interest rate environment. Council Member Orrick asked that the next Financial Report also contain a Reserve Funds Report. Council Member Orrick also questioned if the \$.04 fuel tax dollars were separated onto separate funds as originally designated when adopted.

NEW BUSINESS

Motion by Council Member Orrick, seconded by Council Member Gillespie, that the **AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. for Engineering Services at the Pekin Municipal Airport, be approved.** City Engineer Michael Guerra requested that Council enter into an agreement to provide the necessary engineering services to install sub grade drainage; remove and replace bituminous pavement; and remark the runway at the Pekin Municipal Airport. He advised the project was included in federal funding program at a total project cost of \$526,811.00 which includes a local share of 5% overall engineering costs, not to exceed \$95,821.00. Discussion followed between Council Member Golden and City Engineer Mike Guerra regarding the need to address severe cracks that had developed in the runway. Council Member Golden questioned several terms of the agreement. Corporation Counsel Burt Dancey advised that the agreement for Consultant Services at Illinois Airports was authorized and required because of Federal Funding through the Illinois Department of Transportation Division of Aeronautics. The document was a standard IDOT A/E Architectural/Engineering, Planning, and Special Services Agreement which terms could not be negotiated. On roll call vote, all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Abel that the **AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. for Phase III engineering for rehabilitation of the west aviation ramp at the Pekin Municipal Airport, be approved.** Mr. Guerra next explained that this agreement would provide oversight for the project funded with federal and state dollars. The City did not have the staff or equipment necessary for the strict documentation and material testing required. The overall cost was not to exceed \$42,500.00 of which 90% would be reimbursed. Mr. Guerra introduced Clayton Stambaugh, M.P.A., Airport Manager. He stated as airport sponsor, he would remain in the loop of the project. On roll call vote, all present voted Aye.

Motion by Council Member Golden, seconded by Council Member Orrick that the **CITY DISCUSS WITH THE STATE BID of \$415,654.60 and award to R A Cullinan & Son, Inc. the rehabilitation of the west general aviation ramp at the Pekin Municipal Airport.** The Council was informed that R A Cullinan & Son, Inc was the only bidder for the June state letting and was \$34,371.90 less than the estimate. The scope of the project was to mill off 2" of existing pavement, repair cracks, pave back 2" of asphalt, and install new tie downs. Discussion followed. Mr. Guerra stated project would start when agreement with the State was signed and estimated completion date in September. The Mayor noted that the construction project would not close the airport and would likely only inconvenience the general aviation ramp hangar renters. Mayor Barra asked for roll call vote to concur with the State bid. On roll call vote, all present voted Aye.

RESOLUTION NO. 77-13/14

ILLINOIS DEPARTMENT OF TRANSPORTATION

RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS FOR MUNICIPALITY

13-00000-01-GM

Motion by Council Member Golden, seconded by Council Member Gillespie that **Resolution No. 77-13/14 appropriating \$200,000.00 for Motor Fuel Tax Fund for annual seal coat project, be discussed.** Council was told the proposed area would be the streets in the subdivision of Hickory Hills and Deerfield Estates along with the portion of California Road from Broadway to the City limits. City Engineer Michael Guerra recommended the areas that had reached 8-10 years for best use for chip seal process in the preservation

method of maintenance. Mr. Guerra noted MFT funds were dwindling which prevented large overlay projects. Council Member Golden felt money could be better spent than placing it on streets that looked as though there was nothing wrong. Discussion followed.

Council Member Gillespie suggested consideration be given to the repair of Sheridan Road in future planning. Council Member Golden was informed that 5th Street from Koch Street out to Veterans will be submitted for the next PPUATS funding. Mayor Barra asked for the roll call to adopt the resolution. On roll call vote, Ayes, Orrick, Gillespie, Abel, Barra; Nay, Golden. Motion carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Gillespie recognized City Engineer Mike Guerra for the amount of projects he is involved with and he expressed appreciation for Mr. Guerra's good work.

Council Member Golden requested that business items such as the approval of a lease not be placed under the Consent Agenda. He noted for the record that he had not intended to vote yes on the airport lease with Carol Lindstrom and Mark Reecy on this agenda. He asked that the spelling errors in the lease for hangar be corrected. Mr. Guerra introduced Airport Manager Clayton Stambaugh to answer questions. It was noted as Airport sponsor on the previous agreements, the City Engineer would be in the loop on the project with Mr. Stambaugh working through the daily involvement.

The City Engineer next advised Council and the public that Sheridan Road would remain closed to traffic to finish the Veterans Drive concrete pouring. The road would be opened before the start of the school year. He expressed appreciation for the public's patience. City Manager Joe Wuellner informed the Council that bids for Veterans Drive South would be due August 22, 2013.

Dale Kuntz, 5 Fox Point, suggested to Council that the City consider bus line tours at \$40 to showcase the riverfront, restaurants, and other points of interest. He noted that the ceiling in the Council Chambers above Council Member Hendricks seat had been repaired. He hoped that Pekin would not end up in bankruptcy like Detroit from pension funding.

Phillis Myers, 2500 Court Street requested Council's help in finding the cause of what she felt were tremors of her property.

Nick Russo, 2209 Crestview Drive, asked Council's help in resolving his inability to get an adjoining property owner to cut down his unsafe tree. Attorney Dancey advised that the City did not have authority to intervene in neighbor disputes.

Tylor Chasco, 316 State Street, addressed the Council with questions regarding the cleanup of the West Campus project. He questioned if the City Attorney's association with West Campus demolition was a conflict of interest. City Manager Joseph Wuellner advised that he was to meet with representatives of the Huff Real Estate next week in regards to the rubble but still was unaware of a proposed interested developer for the property.

Brandon Dentino, 2675 Allentown Road, question the Anti-gun notices on the doors of City Hall and was informed that the notation of the building as a gun-free zone was in the State Code prior to the new Concealed Carry legislation.

Motion by Council Member Abel, seconded by Council Member Orrick to adjourn. Unanimously approved by voice vote. Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 7:20P.M.

Sue E. McMillan
City Clerk

Pekin Fire Department

Incident Type Report (Summary) (Modified)

Alarm Date Between {06/01/2013} And {06/30/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	1	0.25%	\$0	0.00 %
	1	0.25%	\$0	0.00 %
1 Fire				
111 Building fire	1	0.25%	\$500	20.40 %
1121 Grain Dryer	1	0.25%	\$300	12.24 %
113 Cooking fire, confined to container	3	0.76%	\$400	16.32 %
140 Natural vegetation fire, Other	1	0.25%	\$0	0.00 %
150 Outside rubbish fire, Other	1	0.25%	\$0	0.00 %
151 Outside rubbish, trash or waste fire	2	0.51%	\$0	0.00 %
	9	2.30%	\$1,200	48.97 %
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	0.25%	\$0	0.00 %
320 Emergency medical service, other	3	0.76%	\$0	0.00 %
321 EMS call, excluding vehicle accident with	264	67.69%	\$0	0.00 %
322 Motor vehicle accident with injuries	3	0.76%	\$0	0.00 %
323 Motor vehicle/pedestrian accident (MV Ped)	4	1.02%	\$0	0.00 %
324 Motor Vehicle Accident with no injuries	6	1.53%	\$0	0.00 %
331 Lock-in (if lock out , use 511)	1	0.25%	\$0	0.00 %
352 Extrication of victim(s) from vehicle	1	0.25%	\$0	0.00 %
	283	72.56%	\$0	0.00 %
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	2	0.51%	\$0	0.00 %
410 Combustible/flammable gas/liquid condition,	1	0.25%	\$0	0.00 %
411 Gasoline or other flammable liquid spill	1	0.25%	\$0	0.00 %
412 Gas leak (natural gas or LPG)	3	0.76%	\$0	0.00 %
424 Carbon monoxide incident	2	0.51%	\$0	0.00 %
440 Electrical wiring/equipment problem, Other	1	0.25%	\$0	0.00 %
442 Overheated motor	1	0.25%	\$1,000	40.81 %
444 Power line down	4	1.02%	\$0	0.00 %
445 Arcing, shorted electrical equipment	4	1.02%	\$250	10.20 %
463 Vehicle accident, general cleanup	1	0.25%	\$0	0.00 %
	20	5.12%	\$1,250	51.02 %
5 Service Call				
500 Service Call, other	9	2.30%	\$0	0.00 %
510 Person in distress, Other	1	0.25%	\$0	0.00 %
550 Public service assistance, Other	2	0.51%	\$0	0.00 %

Pekin Fire Department

Incident Type Report (Summary) (Modified)

Alarm Date Between {06/01/2013} And {06/30/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
551 Assist police or other governmental agency	3	0.76%	\$0	0.00 %
553 Public service	1	0.25%	\$0	0.00 %
5541 Lifting Assistance only	12	3.07%	\$0	0.00 %
561 Unauthorized burning	13	3.33%	\$0	0.00 %
	41	10.51%	\$0	0.00 %
6 Good Intent Call				
600 Good intent call, Other	2	0.51%	\$0	0.00 %
611 Dispatched & cancelled en route	3	0.76%	\$0	0.00 %
622 No Incident found on arrival at dispatch	1	0.25%	\$0	0.00 %
661 EMS call, party transported by non-fire	1	0.25%	\$0	0.00 %
	7	1.79%	\$0	0.00 %
7 False Alarm & False Call				
700 False alarm or false call, Other	11	2.82%	\$0	0.00 %
710 Malicious, mischievous false call, Other	1	0.25%	\$0	0.00 %
733 Smoke detector activation due to	2	0.51%	\$0	0.00 %
735 Alarm system sounded due to malfunction	4	1.02%	\$0	0.00 %
736 CO detector activation due to malfunction	1	0.25%	\$0	0.00 %
743 Smoke detector activation, no fire -	3	0.76%	\$0	0.00 %
745 Alarm system activation, no fire -	6	1.53%	\$0	0.00 %
746 Carbon monoxide detector activation, no CO	1	0.25%	\$0	0.00 %
	29	7.43%	\$0	0.00 %

Total Incident Count: 390

Total Est Loss:

\$2,450

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 8-1-13

Billing For Month of July

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

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

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	TAPS	7/8/2013	Dog	TERRIER X	A	10	131137
	HARMS	City	714 N 2ND	7/6/2013	Dog	JRT MIC	E	4	131124
	HARMS	City	1729 VALLE VISTA	7/6/2013	Dog	MALTESE	R	2	131123
	HARMS	City	1729 VALLE VISTA	7/6/2013	Dog	ENGLISH BULLDO	R	2	131122
	HARMS	City	1003 S 6TH	7/5/2013	Dog	PIT MIX	R	10	131120
	HARMS	City	1257 HAWTHORNE	7/3/2013	Cat	DSH	A	9	131109
	HARMS	City	301 KOCH BUILDING X	7/3/2013	Dog	LAB MIX	E	14	131105
	HOMERI	City	1505 N 10TH	7/2/2013	Cat	DSH	REL	22	131103
	HOMERI	City	1505 N 10TH	7/2/2013	Cat	DSH	A	17	131102
	HOMERI	City	1505 N 10TH	7/2/2013	Cat	DSH	E	8	131101
	HARMS	City	901 CHESTNUT	7/2/2013	Cat	DSH	E	3	131098
	HARMS	City	1505 N 10TH	7/2/2013	Cat	DLH	E	8	131095
	HARMS	City	1301 GEORGEANNE	7/2/2013	Dog	PIT	R	8	131094
	HOMERI	City	1505 S 10TH	7/2/2013	Cat	DSH	A	13	131091
	HOMERI	City	100 TAPS	7/1/2013	Dog	LAB	E	9	131089
	HOMERI	City	1102 S 10TH	7/4/2013	Dog	GERM SHEP	R	1	131114
	Hoyland	City	111 N 19TH	7/22/2013	Dog	PIT	R	0	131212
	Hoyland	City	2413 ARLINGTON	7/30/2013	Cat	DMH			131262
	Hoyland	City	14111 1ST ST	7/29/2013	Cat	DSH	E	2	131258
	HARMS	City	106 COTTAGE GROVE	7/31/2013	Cat	DSH			131283
	HARMS	City	2222 SIERRA DR	7/28/2013	Dog	PIT			131254
	HARMS	City	1417 WESTGATE	7/28/2013	Dog	DOBERMAN			131253
	HARMS	City	800 HAMILTON	7/27/2013	Cat	DSH	R	2	131250
	Hoyland	City	2004 STATE	7/26/2013	Dog	ENG BULLDOG	R	0	131247
	Hoyland	City	2004 state	7/26/2013	Dog	LAB	R	0	131246
	Hoyland	City	925 CATHERIN	7/25/2013	Dog	LAB	R	0	131239
	Hoyland	City	1009 BUFF	7/22/2013	Cat	DSH	E	2	131216
	Hoyland	City	100 TAPS LANE	7/15/2013	Dog	BEAGLE	A	11	131179
	HARMS	City	1503 HEILMAN	7/31/2013	Dog	BEAGLE/JACK			131282
	Hoyland	City	15TH & CAROLINE	7/22/2013	Dog	LAB/PIT	E	2	131213
	HARMS	City	106 COTTAGE GROVE	7/31/2013	Cat	DSH			131284
	Hoyland	City	302 CAPRI	7/12/2013	Cat	DSH	E	7	131166
	HOMERI	City	122 PIN OAK	7/12/2013	Cat	DSH	REL	0	131168
	HOMERI	City	800 STATE	7/14/2013	Cat	DSH	D	0	131169
	HOMERI	City	1340 S 7TH	7/12/2013	Other	RACCOON	REL	0	131170
	Hoyland	City	100 TAPS LANE	7/15/2013	Dog	PIT MIX	REL	16	131178
	Hoyland	City	100 TAPS	7/12/2013	Dog	PUGGLE	REL	11	131165
	Hoyland	City	218 PRINCE	7/15/2013	Cat	DSH	E	7	131185
	Hoyland	City	15TH & CAROLINE	7/22/2013	Dog	PIT MIX	E	7	131214
	HOMERI	City	807 ST JULIAN	7/15/2013	Dog	BRITTANY	E	16	131187
	Hoyland	City	100 TAPS LANE	7/18/2013	Dog	LAB MIX	E	6	131199
	Hoyland	City	2206 COURT	7/19/2013	Dog	BEAGLE	REL	0	131206
	Hoyland	City	111 N 19TH	7/22/2013	Dog	PIT	R	0	131211

Total Dogs picked up in Pekin: 25

Total Cats picked up in Pekin: 17

Total Others picked up in Pekin: 1

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

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	1620 MARKET	7/22/2013	Cat	DSH	REL	3	131219
	Individua	City	BOX 1472	7/10/2013	Cat	DSH	E	0	131154
	Individua	City	BACON ST	7/11/2013	Cat	DSH	E	8	131158
	Individua	City	1219 S 18TH	7/16/2013	Other	RABITT	E	0	131189
	Owner R	City	1506 N TENTH	7/3/2013	Dog	SCHNAUZER	E	0	131100
	Owner R	City	1334 GEORGEANNE DR	7/3/2013	Cat	DSH	REL	0	131104
	Owner R	City	1521 SARA LANE	7/3/2013	Dog	PIT	E	9	131110
	Owner R	City	1400 MORTON	7/9/2013	Dog	PIT MIX	E	1	131140
	Owner R	City	235 COOPER	7/9/2013	Dog	PIT	E	1	131147
	Owner R	City	1309 S 13TH ST	7/10/2013	Dog	MIN. DACH	REL	5	131152
	Owner R	City	1409 HOFF ST	7/15/2013	Dog	PIT	E	2	131186
	Owner R	City	2112 SUNSET	7/19/2013	Dog	ENGLISH BULL D	E	0	131204
	Individua	City	BOX 1472	7/10/2013	Cat	DSH	E	0	131153
	Owner R	City	1620 MARKET	7/22/2013	Cat	DSH	REL	3	131218
	Owner R	City	TAPS DOG	7/31/2013	Dog	SHEP/BOXER	REL	0	131280
	Owner R	City	1620 MARKET	7/22/2013	Cat	DSH	REL	3	131220
	Owner R	City	1620 MARKET	7/22/2013	Cat	DSH	REL	3	131221
	Owner R	City	1620 MARKET	7/22/2013	Cat	DLH	REL	3	131222
	Owner R	City	1620 MARKET	7/23/2013	Cat	DSH	E	0	131226
	Owner R	City	1620 MARKET	7/23/2013	Cat	DSH	E	0	131227
	Owner R	City	1802 VALENCIA PLACE	7/25/2013	Dog	DALAMATION	E	4	131242
	Owner R	City	1206 MECHANIC ST	7/29/2013	Dog	LAB MIX	E	0	131257
	Owner R	City	1717 GEHR	7/30/2013	Cat	DSH	E	1	131264
	Owner R	City	1717 GEHR	7/30/2013	Cat	DSH	E	1	131265
	Owner R	City	1717 GEHR	7/30/2013	Cat	DSH	E	1	131266
	Owner R	City	1717 GEHR	7/30/2013	Cat	DMH	E	1	131267
	Owner R	City	1717 GEHR	7/30/2013	Cat	DSH	E	1	131268
	Owner R	City	1418 S 9TH	7/22/2013	Dog	SHIHTZU MIX	E	2	131215

Total Dogs picked up in Pekin: 11

Total Cats picked up in Pekin: 16

Total Others picked up in Pekin: 1

RESOLUTION No. 78-13/14

PEKIN, ILLINOIS, August 12, 2013

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Mack Cakora to the Economic Development Advisory

Committee to fill the vacancy for a term until May 2016 is hereby approved.

3648 Eagle Bend

Pekin, Illinois 61554



SIGNED BY _____

MAYOR.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

TERMS END FIRST MONDAY IN MAY, 2014

DENNIS KIEF
1412 VELDE DRIVE
(HOME) 347-7507
dkief@peoriacounty.org

JOHN FORDHAM
2102 CORDOVA COURT
346-1850 (HOME)
416 MARGARET STREET
477-0353 (OFFICE) 207-0039 (CELL)
john.fordham@centurytel.com

CAROL SHIELDS
1817 HIGHWOOD AVENUE
346-1813 (HOME)
carshields@aol.com

GARY JEPSON
600 SOUTH 13TH STREET
353-0796 (OFFICE)
gjepson@pekinhospital.com

FRANK MACKAMAN
508 COUNTRY CLUB DRIVE
353-1626 (HOME) 202-1008 (CELL) 347-7113 (OFFICE)
fmackaman@dirksencenter.org

TERMS END FIRST MONDAY IN MAY, 2015

GREGG RATLIFF
33. 4th STREET
347-1131 (OFFICE)
gratliff@herget.com

DR. TIMM SCHWARTZ
1245 FLORENCE AVE.
346-3175 (OFFICE)
346-5094 (FAX)
schwartz@grics.net

PAULA DAVIS
320 STADIUM DRIVE
477-4222 (OFFICE)
pdavis@pekinhigh.net

BILL FLEMING
402 COURT STREET
346-2106 (OFFICE)
346-2104 (FAX)
bfleming@pekinchamber.com

TERMS END FIRST MONDAY IN MAY, 2016

STEVEN MARTIN
 1311 ST. JULIAN STREET
 353-2054 (HOME)
 2956 COURT STREET/SUNSET PLAZA
 347-5740 (OFFICE) 361-0446 (CELL)
smartin@careerlink16.com

DREW LEMAN
 2807 BROADWAY ROAD
 347-5984 EXT 3 (OFFICE) 347-5988 (FAX)
drew@midwestshelters.com

ANDY SPARKS
 601 COURT STREET
 347-5101 EXT. 213 (OFFICE) 347-4524 (FAX)
andy.sparks@pekinbank.com

MACK CAKORA
 3648 EAGLE BEND
 347-3181 (OFFICE)
 696-8153 (CELL)
mcakora@tazewellmachine.com

STAFF RESOURCES

DARIN GIRDLER ASST. CITY MANAGER
 111 SOUTH CAPITOL
 478-5372 (OFFICE)
jwuellner@ci.pekin.il.us

LEIGH ANN MATTHEWS, ECONOMIC DEVELOPMENT COORDINATOR
 111 SOUTH CAPITOL
 478-5355 (OFFICE)
lamatthews@ci.pekin.il.us

EX-OFFICIO MEMBERS

MAYOR LAURIE L. BARRA
 478-5349 (OFFICE)
llbarra@ci.pekin.il.us

TONY ROLANDO, ILLINOIS DEPARTMENT OF COMMERCE AND
 ECONOMIC OPPORTUNITY
 647-5896 (OFFICE)
 647-9325 (FAX)
arolando@ildceo.net



Request for Qualifications
for

Phase Two Engineering for the Veteran's Drive Extension
From Sheridan Road to Fischer Road

City of Pekin
Public Works & Engineering Department
Pekin, IL

June 2013

Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit the most qualified engineering consultant to work with the City of Pekin's Public Works Department to perform phase two engineering for the Veterans Road Extension from Sheridan Road to Fischer Road including an interchange with I-474. The existing Veteran's Drive is 60 foot concrete and asphalt roadway that consist of both urban and rural typical sections. This portion of Veterans Drive will be a rural four lane expressway with a center bi directional turn lane. The scope work of the engineering will be broken up into three segments to allow the City to be able to pursue the completion of the road way in the most economical way.

Background

Veteran's Drive is a five lane limited access roadway that is intended to connect IL 29 to Interstate 474 along the southern and eastern edge of Pekin. The discussions to create a roadway to provide better connectivity of Pekin with the surrounding area started in 1964 and studies began on how to connect Pekin with I-474. From there alignments were generated and funding was sought. However it wasn't until 2003 before the first portions of the road were constructed. Currently there are 3 miles of the roadway completed with another mile under construction and set to open this fall. Another approximate 4 miles of roadway is set to be let for construction this summer and will connect Veteran's from IL 9 to IL 29 on the south side of town. The only portion of roadway that is not completed is the 4 miles of roadway to connect to Interstate 474. The Design Report has been completed and approved by the Illinois Department of Transportation on November 30, 2011 for Veterans Drive from Broadway to Fisher Road.

Scope of Work

The following is a summary of the scope of services to be performed by the Consultant. The consultant shall be a licensed Professional Engineer within the State of Illinois and must have a strong background in design of roadways and corresponding engineering needed in accordance to the Federal Highway Administration and Illinois Department of Transportation design standards. The engineering design for this portion of Veteran's will be broken up into three phases to allow the City of Pekin to pursue completion of each phase while engineering is being performed on the next phase. The phases of engineering are the following:

Phase 1- completion of Preliminary Engineering

The Design Report for this portion of the roadway and the Environmental Assessment were approved by the Illinois Department of Transportation. The consultant will verify the final alignment of the roadway for Phase two engineering. This would include the finalization of both the horizontal and vertical alignment so that ROW plats can be established. The ROW plats including should be prepared along with the court house

research to be furnished to the City. This will allow the City to seek acquisition of ROW while completion of the design is being performed and allow for preservation of the corridor. This phase of the design will include the Hydraulic Report for the Lick Creek crossing and, if necessary, any additional Hydraulic Reports for other culverts. This Phase will also include the preparation of the Type, Size, and Location drawings for the Bridge crossing at Lick Creek, bridges at 474 and any culverts requiring TS&L's. The consultant shall seek IDOT approval for all TS&L's.

Phase 2- Final design of Veteran's from Sheridan to IL 98

This will be for phase two engineering for the final design of Veterans Drive from Sheridan to IL 98. This work will include all necessary engineering to complete the set of construction plans for final approval by the Illinois Department of Transportation. This will include preparation of soil reports, pavement design, hydraulic drainage design, traffic control, electrical design of traffic signals and lighting the intersection of IL 98, and any other designs needed for a complete roadway design.

Phase 3 – Final Design of Veteran's from IL 98 to Fischer Road

This will be the phase two of engineering for the final design of Veterans Drive that connects IL 98 to Fischer Road. This work will include all necessary engineering to complete the set of construction plans for final approval by the Illinois Department of Transportation. This will include preparation to soil reports, pavement design, hydraulic drainage design, traffic control, the design of the interchange with Interstate 474 and any other designs needed for a complete roadway design.

Design Parameters:

The consultant shall use the following design parameters for all phases of engineering as set forth in the approved design report.

Design Speed:	60mph (BDE 47-3c)
Functional Classification	Minor Arterial (BLR 27-3.03 (b))
Design Guidelines	Bureau of Local Roads and Streets Manual and Bureau of Design and Environment Manual

In all phases of engineering the consultant will be required to perform the following:

- 1.) Work with City staff to identify any potential design concerns and develop corresponding solutions
- 2.) Work with Illinois Department of Transportation staff to ensure compliance with the most current design standards
- 3.) Assist in coordination with Tazewell County, townships and other municipalities in regards to the proposed roadway
- 4.) Coordinate with all corresponding utility companies in regards to their locations and identify any conflicts for relocation

- 5.) Develop complete sets of plans and furnish the City with sets both printed and electronic.
- 6.) Prepare an engineer's cost estimate and construction schedule for the proposed improvements in each phase of construction
- 7.) Prepare maps and supporting documents that can be utilized for public relations

Coordination of Work

The Consultant is expected to establish and maintain a close working relationship with the City and IDOT staff throughout the project. The Consultant shall meet with the City on a monthly schedule as to provide updates and collect the City's input on project related issues. The consultant shall prepare minutes of any meetings or phone conversations that have significant value to the impact of the design.

Submittal Requirements

The following are the minimum requirements of information that the Consultant must submit in the proposed format.

1. Report Cover
 - a. The report cover should clearly display the title of the RFQ
2. Table of Contents
3. Firm Information
 - a. Company Background and Overview
 - b. Office locations including distribution of workload (if applicable)
 - c. Primary contact person
4. Letter of Interest
 - a. The letter should provide a summary of your firm's background working with municipal governments and knowledge of design of highway roadways utilizing Federal and State funding
5. Evidence of Past Work
 - a. Provide detailed examples of representative project experience related to design highway road construction and improvements
 - b. List of client references with contact information where similar work was preformed, minimum three (3) references
6. Qualifications of Personnel
 - a. Resumes for key staff members that will be involved with this study
 - b. Resumes shall include information documenting education, years of experience, similar key projects and anticipated role within this specific project

- c. Resumes of any outside firms or persons who may be assigned to the project

7. Project Plan and Schedule

- a. The submission should set forth a draft work plan, any data requirements, and a proposed schedule from inception to completion with major milestones
- b. Any explanations of the methodology that will be followed to perform the services that are required shall also be included

8. Submittal and Proposal Deadline

The consultant shall submit three (3) copies of the qualifications including one marked original in a sealed envelope. Clearly marked on the envelope shall be the RFQ title, the RFQ opening date and the time the request is due.

Request for qualifications shall be submitted by July 26th, 2013 by 2 p.m. (CST)

RFQs may be hand delivered or mailed to:

City of Pekin
Public Works & Engineering Dept.
111 S. Capitol St.
Pekin, IL 61554

All mailed proposals must be received by the City no later by July 26th, 2013.

Evaluation and Selection Process

The City of Pekin will review in private all proposals following the application deadline to determine the best qualified respondent which represents to the City of Pekin the required ability and knowledge to accomplish this scope of work. The criteria used in the selection process will be the sole discretion of the City.

A selection panel may be created to evaluate the qualifications of each respondent and recommend the most highly qualified consultant for selection. The City may develop a short list of the selection and request additional information after the initial review. By submitting a response to this RFQ the consultant understands and agrees to the methods of evaluation and selection.

The City intends to further solicit and enter into negotiations with the best qualified respondent in order to reach an agreement and seek an award of a contract. If an

agreement cannot be reached the City will continue to solicit and enter into negotiations with the next highest ranked respondent.

The respondent will also understand that by responding to this Request for Qualifications and a successful negotiation does not constitute an award of contract. The City Council has the final authority in the selection of the consultant and awarding of the contract.

Right to Reject all Qualifications Submittals

The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to the Request for Qualifications. All costs incurred in the preparation of the submittal, in the submission of additional information, and/or in any other aspect of a submittal prior to award of a written contract will be the sole responsibility of the respondent. The City will provide staff assistance and documentation as referred in this request. All submittals to the City will become the property of the City.

Additional Information

Requests for information related to this Request for Qualifications should be directed to: Michael Guerra, City Engineer at mmguerra@ci.pekin.il.us

Questions must be submitted in writing via email to the above address no less than 7 days before the submission date.

CITY OF PEKIN

111 S. Capitol Street
Pekin, IL 61554
Telephone: (309)-477-2300, Facsimile: (309)-346-2095

REQUEST FOR QUALIFICATIONS

DATE ISSUED: JUNE 26, 2013

CONSULTING SERVICES FOR
Phase Two Engineering for the Veteran's Drive Extension
From Sheridan Road to Interstate 474

PURPOSE - The purpose of this Request for Qualifications (RFQ) is to solicit the most qualified engineering consultant to work with the City of Pekin's Public Works Department to perform phase two engineering for the Veterans Road Extension from Sheridan Road to Fischer Road including an interchange with I-474. The existing Veteran's Drive is 60 foot concrete and asphalt roadway that consist of both urban and rural typical sections. This portion of Veterans Drive will be a rural four lane expressway with a center bi directional turn lane. The scope work of the engineering will be broken up into three segments to allow the City to be able to pursue the completion of the road way in the most economical way.

RFQ DISTRIBUTION – Important Notice – City of Pekin officially distributes bidding documents from the City Clerk's Office. Copies of proposal documents obtained from any other source are not considered official copies. Only those consultants who obtain proposal documents from the City Clerk's Office are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the City of Pekin it is recommended that you obtain an official copy.

GENERAL REQUIREMENTS: Proposer's are to submit qualifications to be opened and evaluated in private. Submit one copy marked original and (3) complete copies. Proposers are requested to indicate in the lower left hand corner of their envelope the item being requested, the RFQ title, the RFQ opening date and time the request is due.

SUBMISSION LOCATION: City of Pekin
Public Works/Engineering Department
111 S. Capitol Street
Pekin, IL 61554

SUBMISSION DATE: July 26th, 2013 until 2:00 p.m. Proposals will not be opened publicly.

CONTACT/QUESTIONS: Requests for information related to this Request for Qualifications should be directed to: Michael Guerra, City Engineer at mmguerra@ci.pekin.il.us

Questions must be submitted in writing via email to the above address no less than 7 days before the submission date.

Office of the Mayor



Proclamation

WHEREAS: In the City of Pekin and throughout the United States:

One out of four women abused or assaulted in her lifetime.

One out of 13 seniors will be abused, neglected or exploited in his or her lifetime.

One out of three girls and one out of five boys will be abused before their 18th birthday.

One out of three students will experience bullying.

WHEREAS: The Center for Prevention of Abuse has served residents of Pekin since 1976 providing safety and support to victims of domestic violence, sexual assault and elder abuse.

In the past fiscal year of The Center (July 1, 2012-June, 2013), 685 Pekin residents received services.

In Pekin, The Center operates an emergency safe shelter, a walk-in counseling and business office at 401 Court Street, Pekin, and an Order of Protection office in the Tazewell County Courthouse.

WHEREAS: The Center has provided prevention education to Pekin students of all ages since 1984 focusing on body safety, conflict resolution, anti-bullying and building healthy relationships.

WHEREAS: The annual Duck Race is the major fundraiser for The Center for Prevention of Abuse and is celebrating its 25th anniversary on August 24, 2013.

NOW, THEREFORE, BE IT RESOLVED that I, LAURIE L. BARRA, Mayor of the City of Pekin, Illinois, do hereby proclaim August, 2013 as

"DUCK RACE MONTH"

in the City of Pekin, Tazewell County, Illinois, and invite all residents of the City of Pekin to support the 25th Annual Duck Race in order to maintain the needed services and programming of The Center for Prevention of Abuse in Tazewell County.

ADOPTED, this 12th day of August, in the Year of Our Lord, Two Thousand and Thirteen.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Agency Agreement with Illinois Department of Transportation and Genesee & Wyoming Railroad

AGENDA DATE REQUESTED: August 12, 2013

ACTION REQUESTED: To approve the Agency Agreement with IDOT and Genesee & Wyoming Railroad for Grade Crossing improvements

DESCRIPTION: This is the agency agreement for grade crossing improvements at Broadway Road and the Distillery Road. IDOT has funding available through the MAP-21 act to provide safety improvements at highway-rail grade crossings. They selected the rail crossings at Broadway Road at IL 29 and Distillery Road at IL29 to be included in this year's improvement plan. The State plans on installing gates and constant warning time circuitry at the Broadway crossing location and the installation of constant warning time circuitry at the Distillery location. The cost for this work will be borne solely by the State and requires 0% participation from the City. The only City involvement with these projects is to sign the agreement to allow these projects on City roads. This is part of the new regulations with MAP-21 funding which requires the local agency involvement for the use of federal funding on City roads.

I recommend that the agreement be approved.

FINANCIAL IMPACT: \$0

NEIGHBORHOOD CONCERNS: Minor construction along roadways

IMPACT IF APPROVED: The projects will proceed

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

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES**Department Director:**

Date: 8/1/2013

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date: 8/1/13



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 17, 2013

City of Pekin
Tazewell County
Section 13-00187-00-SP
Project RRP-5093(166)
Job No. C-94-019-13

RE: Distillery Road @ the Illinois & Midland Railroad tracks in Pekin
AAR DOT #169 805R RR MP 11.31

Mr. Brent Weatherford
VP Engineering
Illinois & Midland Railroad
P.O. Box 13205
Springfield, IL 62791

Dear Mr. Weatherford:

We propose the installation of constant warning time circuitry at the subject location. The work required is outlined in the attached proposed agreement.

This improvement is to be financed with funds made available under the provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21). Our Department will seek approval from the Federal Highway Administration (FHWA) for the use of federal funds on this project. The expense incurred for this work will be borne by the state (subject to reimbursement by the Federal Highway Administration).

If the proposed improvement is acceptable, please arrange for your company to sign all three copies of the agreement, and ensure that the detailed estimate of cost and general layout plan are being prepared. If you require us to approve the estimate of cost and general layout plan before submitting the proposed agreement to your home office for signature, please forward said materials to Jason Johnson of our office via e-mail to: Jason.Johnson@illinois.gov

When the agreement has been executed, please send all copies to: Mr. Mike Guerra, Director of Public Works, 111 South Capitol Street, Pekin IL. 61554 for execution by the City and notify the department when these agreements have been sent.

Mr. Brent Weatherford
 Page 2
 July 17, 2013

Authorization to proceed with the physical construction of this installation will be given when the agreement is fully executed and the detailed estimate of cost and general layout plans have been accepted by the department.

Upon completion of the installation, please provide us with an in-service letter including a certification that the project is operating properly and was installed in accordance with the agreement.

If you have any questions, please contact Jason Johnson at (217) 557-1399.

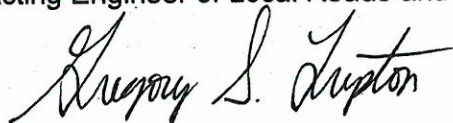
P.S. Mr. Guerra: Upon receipt of the signed agreements from the railway, please arrange for execution by the City. After execution by the City, all three copies should be returned to the following address for execution by the department:

James K. Klein, P. E., S.E.
 Acting Engineer of Local Roads and Streets
 Illinois Department of Transportation
 2300 South Dirksen Parkway, Room 205
 Springfield, Illinois 62764

A fully executed copy of the agreement will be returned to the City for your records. If you have any questions, please contact Jason Johnson at (217) 557-1399.

Sincerely,

James K. Klein, P.E., S.E.
 Acting Engineer of Local Roads and Streets



By: Gregory S. Lupton, P. E.
 Acting Local Project Implementation Engineer

cc-
 Mike Guerra, Director of Public Works

cc-via email
 John J Anderson, Tazewell County Engineer
 Joseph Crowe Attn: Tony Sassine
 Michael Stead, Attn: Rod Bergeron
 Roxy Heck



GENESEE & WYOMING RAILROAD SERVICES INC.

Engineering Department

13901 Sutton Park Dr S, Suite 330

Jacksonville, FL 32224

E-Mail: Larry.Romaine@gwrr.com

Direct Dial: 904-900-6247

Facsimile: 904-223-4503

DATE: 07/30/2013

Mr. Mike Guerra
Director of Public Works
111 South Capitol Street
Pekin, IL 61554

SUBJECT: AGREEMENT

IMRR – Pekin, (Tazewell), IL – Distillery Road

AAR\DOT# 169805R – RR MP. 11.31

Section# 13-00187-00-SP

Project# RRP-5093(166) – Job# C-94-019-13

Dear Mr. Guerra:

On behalf of the Illinois & Midland Railroad, Inc. enclosed are three Railroad executed originals of the grade crossing Agreement to cover the proposed improvements and future maintenance of the subject grade crossing.

Please sign the agreements and return all copies to Illinois Department of Transportation for further execution at the following address:

Attn: James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets
Illinois Department of Transportation, Room 205
2300 South Dirksen Parkway
Springfield, IL 62764

Once fully executed, a copy will be sent back to you for record keeping.

Thank you for your continued cooperation and should you have any questions or comments, I can be reached at (904) 900-6247

Sincerely,

Lawrence Romaine
AVP – Engineering Design
Genesee & Wyoming Inc.

Distillery Road
 City of Pekin
 Tazewell County
 Section 13-00187-00-SP
 Project RRP-5093(166)
 Job No. C-94-019-13

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 AGREEMENT
 for
 Local Agency Railway-Highway
 Grade Crossing Improvements

THIS AGREEMENT is made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the City of Pekin, State of Illinois, acting by and through its Director of Public Works, hereinafter referred to as the "LA" and the Illinois & Midland Railroad, Inc., hereinafter referred to as the "COMPANY."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location, and in the manner, listed on Exhibit A, as shown on the attached location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy

Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide".

SECTION 2. The COMPANY shall prepare the general layout plans (including surveys and other engineering services), and detailed estimates of cost. These general layout plans and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2009 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before

commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any bill totaling less than \$500, unless said bill is the Final Bill.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the Company, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the State. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive

rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this project.

In accordance with the State Prompt Payment Act (30 ILCS 540/), as currently enacted, the STATE after verifying that the bills are accurate and provided with the supporting documentation to FHWA requirements under Title 23, Part 140, Subpart H, or applicable State Law, shall promptly reimburse the COMPANY for 100% of the amount billed. Upon completion of the project, the COMPANY shall provide the STATE with a written notification of the date of completion. The COMPANY, upon completion of its work, shall submit a complete and detailed final bill of all incurred costs to the STATE no later than one year from the date of completion of the project. Otherwise, previous payments to the COMPANY may be considered final, except as agreed to by the STATE and the COMPANY. After the STATE has checked the final statement and agreed with the COMPANY that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100% of the amount billed.

The STATE, upon notice of completion of the work by the COMPANY, shall complete a final inspection within one (1) year from the date of completion of the project. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for any amount still owed to the COMPANY or bill the COMPANY for any overpayments or items of expense found as not being eligible for reimbursement. After the three (3) year period from the date of the final bill, without audit or final inspection being made by STATE, the project shall be considered complete, and the COMPANY's expenses for the work, as submitted to the STATE, shall be considered final and closed.

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement (30 ILCS 500/20-65).

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation, and this notice shall be the written notice of completion referred to in Section 7.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, pursuant to 625 ILCS 5/18c-7401, the COMPANY shall maintain at its expense, or by agreement with others, provide for the maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction, and pursuant to 625 ILCS 5/18c-7401. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply.

SECTION 14. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE

in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project. COMPANY's execution of this Agreement is void and of no effect unless, within six (6) months of the date of execution of this Agreement by COMPANY, COMPANY receives in writing both a fully executed copy of this Agreement, and a written authorization to proceed with the ordering of material, construction and submittal of invoices for payment.

SECTION 17. The COMPANY is hereby requested by the STATE, to perform preliminary engineering for the project, and authorized to accrue project reimbursable preliminary engineering costs beginning on March 8, 2013. The COMPANY hereby agrees to not invoice the STATE until such time this agreement is fully executed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 16-1494333 and the COMPANY is doing business as a corporation.

Executed by the COMPANY this 26th
day of July, 2013.

ATTEST:

But Wintz

Illinois & Midland Railroad, Inc.

By: SP

Name: SPENCER D. WHITE

Title: PRESIDENT

Executed by the LOCAL AGENCY this _____
day of _____, 2013.

ATTEST:

City of Pekin

acting by and through its

Director of Public Works

By: _____

Name: _____

Title: _____

APPROVED

State of Illinois, Department of Transportation

Ann L. Schneider, Secretary of Transportation

BY: Aaron A. Weatherholt, Deputy Director of Highways Date _____

Omer Osman, Director of Highways/Chief Engineer Date _____

Distillery Road
 City of Pekin
 Tazewell County
 Section 13-00187-00-SP
 Project RRP-5093(166)
 Job No. C-94-019-13

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Illinois & Midland Railroad Company

AAR DOT # 169 805R

RR M.P.: 11.31

Road Name: Distillery Road

Location: Distillery Road @ the Illinois & Midland Railroad tracks in Pekin

EXISTING CONDITIONS:

One mainline track equipped with flashing light signals and gates.

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install constant warning time circuitry.
2. Incidental work necessary to complete the items hereinabove specified.
3. CFDA Number: 20.205

DESCRIPTION OF WORK TO BE DONE BY OTHERS:

Local Agency agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. When a marked traffic detour is required, the Local Agency at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

ATTACHMENTS:

Location Map

ESTIMATED RAILROAD COST: \$ _____

100% Federal participation \$

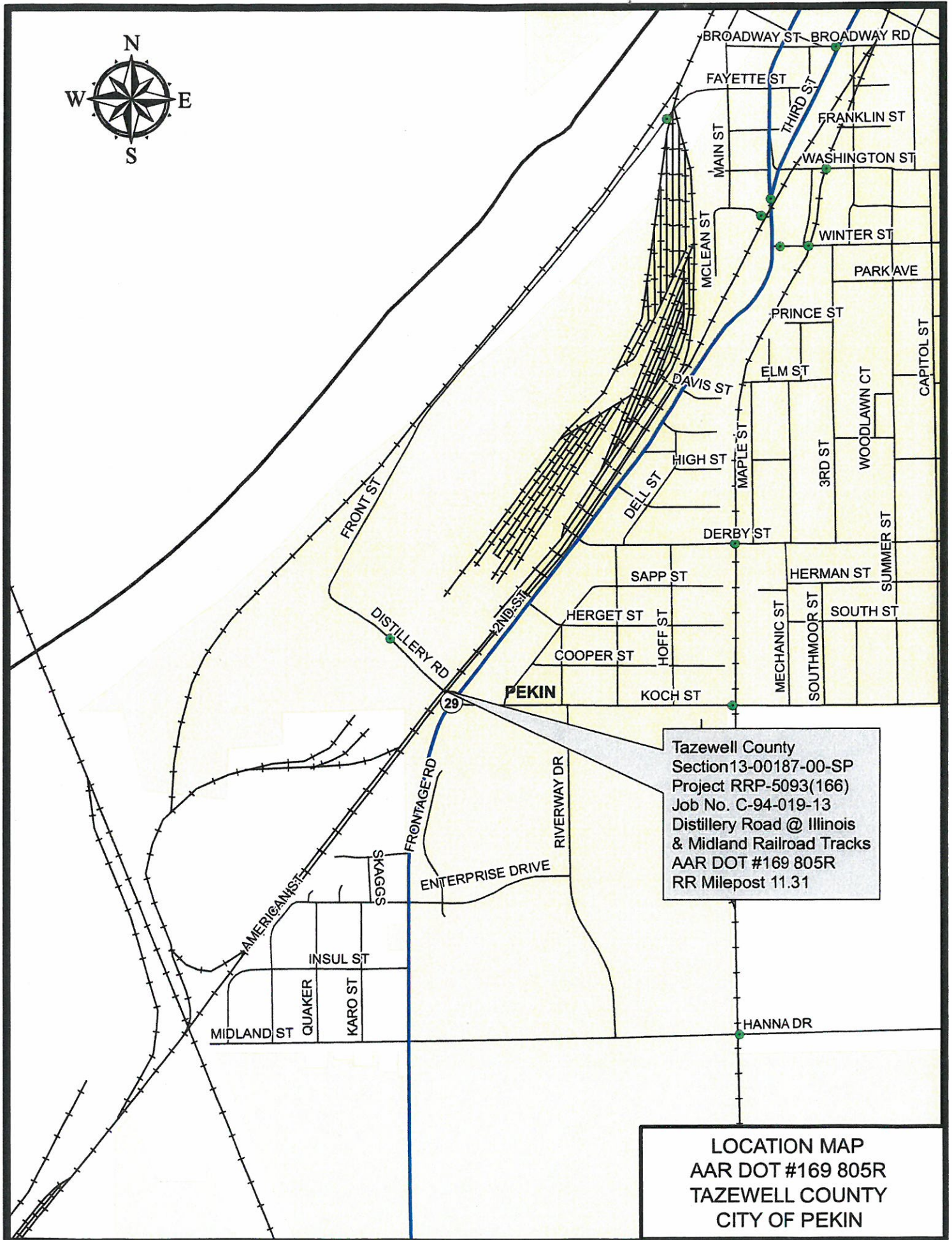
AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Mr. Mike Guerra, Director of Public Works, City of Pekin, 111 South Capitol Street, Pekin, IL. 61554, telephone (309) 477-2300

Mr. John J. Anderson, Tazewell County Engineer, 21308 Illinois Route 9, Tremont, IL 61568, telephone (309) 925-5532 jjanderson1@frontier.com

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

James K. Klein, P. E., S. E.
 Acting Engineer of Local Roads and Streets
 Illinois Department of Transportation
 2300 South Dirksen Parkway, Room 205
 Springfield, Illinois 62764





Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 17, 2013

City of Pekin
Tazewell County
Section 13-00186-00-SP
Project RRP-5093(165)
Job No. C-94-018-13

RE: FAU 6761 (Broadway Road) @ the Illinois & Midland Railroad tracks in Pekin
AAR DOT #169 802V RR MP 10.05

Mr. Brent Weatherford
VP Engineering
Illinois & Midland Railroad
P.O. Box 13205
Springfield, IL 62791

Dear Mr. Weatherford:

We propose the installation of gates and constant warning time circuitry at the subject location. The work required is outlined in the attached proposed agreement.

This improvement is to be financed with funds made available under the provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21). Our Department will seek approval from the Federal Highway Administration (FHWA) for the use of federal funds on this project. The expense incurred for this work will be borne by the state (subject to reimbursement by the Federal Highway Administration).

If the proposed improvement is acceptable, please arrange for your company to sign all three copies of the agreement, and ensure that the detailed estimate of cost and general layout plan are being prepared. If you require us to approve the estimate of cost and general layout plan before submitting the proposed agreement to your home office for signature, please forward said materials to Jason Johnson of our office via e-mail to: Jason.Johnson@illinois.gov

When the agreement has been executed, please send all copies to: Mr. Mike Guerra, Director of Public Works, 111 South Capitol Street, Pekin IL. 61554 for execution by the City and notify the department when these agreements have been sent.

Mr. Brent Weatherford
 Page 2
 July 17, 2013

Authorization to proceed with the physical construction of this installation will be given when the agreement is fully executed and the detailed estimate of cost and general layout plans have been accepted by the department.

Upon completion of the installation, please provide us with an in-service letter including a certification that the project is operating properly and was installed in accordance with the agreement.

If you have any questions, please contact Jason Johnson at (217) 557-1399.

P.S. Mr. Guerra: Upon receipt of the signed agreements from the railway, please arrange for execution by the City. After execution by the City, all three copies should be returned to the following address for execution by the department:

James K. Klein, P. E., S.E.
 Acting Engineer of Local Roads and Streets
 Illinois Department of Transportation
 2300 South Dirksen Parkway, Room 205
 Springfield, Illinois 62764

A fully executed copy of the agreement will be returned to the City for your records. If you have any questions, please contact Jason Johnson at (217) 557-1399.

Sincerely,

James K. Klein, P.E., S.E.
 Acting Engineer of Local Roads and Streets



By: Gregory S. Lupton, P. E.
 Acting Local Project Implementation Engineer

cc-
 Mike Guerra, Director of Public Works

cc-via email
 John J Anderson, Tazewell County Engineer
 Joseph Crowe Attn: Tony Sassine
 Michael Stead, Attn: Rod Bergeron
 Roxy Heck



GENESEE & WYOMING RAILROAD SERVICES INC.

Engineering Department

13901 Sutton Park Dr S, Suite 330

Jacksonville, FL 32224

E-Mail: Larry.Romaine@gwrr.com

Direct Dial: 904-900-6247

Facsimile: 904-223-4503

DATE: 07/30/2013

Mr. Mike Guerra
Director of Public Works
111 South Capitol Street
Pekin, IL 61554

SUBJECT: AGREEMENT

IMRR – Pekin, (Tazewell), IL – Broadway Road

AARDOT# 169802V – RR MP. 10.05

Section# 13-00186-00-SP

Project# RRP-5093(165) – Job# C-94-018-13

Dear Mr. Guerra:

On behalf of the Illinois & Midland Railroad, Inc. enclosed are three Railroad executed originals of the grade crossing Agreement to cover the proposed improvements and future maintenance of the subject grade crossing.

Please sign the agreements and return all copies to Illinois Department of Transportation for further execution at the following address:

Attn: James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets
Illinois Department of Transportation, Room 205
2300 South Dirksen Parkway
Springfield, IL 62764

Once fully executed, a copy will be sent back to you for record keeping.

Thank you for your continued cooperation and should you have any questions or comments, I can be reached at (904) 900-6247

Sincerely,

Lawrence Romaine
AVP – Engineering Design
Genesee & Wyoming Inc.

FAU 6761 (Broadway Road)
City of Pekin
Tazewell County
Section 13-00186-00-SP
Project RRP-5093(165)
Job No. C-94-018-13

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Local Agency Railway-Highway
Grade Crossing Improvements

THIS AGREEMENT is made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the City of Pekin, State of Illinois, acting by and through its Director of Public Works, hereinafter referred to as the "LA" and the Illinois & Midland Railroad, Inc., hereinafter referred to as the "COMPANY."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location, and in the manner, listed on Exhibit A, as shown on the attached location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy

Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide".

SECTION 2. The COMPANY shall prepare the general layout plans (including surveys and other engineering services), and detailed estimates of cost. These general layout plans and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2009 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before

commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any bill totaling less than \$500, unless said bill is the Final Bill.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the Company, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the State. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive

rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this project.

In accordance with the State Prompt Payment Act (30 ILCS 540/), as currently enacted, the STATE after verifying that the bills are accurate and provided with the supporting documentation to FHWA requirements under Title 23, Part 140, Subpart H, or applicable State Law, shall promptly reimburse the COMPANY for 100% of the amount billed. Upon completion of the project, the COMPANY shall provide the STATE with a written notification of the date of completion. The COMPANY, upon completion of its work, shall submit a complete and detailed final bill of all incurred costs to the STATE no later than one year from the date of completion of the project. Otherwise, previous payments to the COMPANY may be considered final, except as agreed to by the STATE and the COMPANY. After the STATE has checked the final statement and agreed with the COMPANY that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100% of the amount billed.

The STATE, upon notice of completion of the work by the COMPANY, shall complete a final inspection within one (1) year from the date of completion of the project. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for any amount still owed to the COMPANY or bill the COMPANY for any overpayments or items of expense found as not being eligible for reimbursement. After the three (3) year period from the date of the final bill, without audit or final inspection being made by STATE, the project shall be considered complete, and the COMPANY's expenses for the work, as submitted to the STATE, shall be considered final and closed.

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement (30 ILCS 500/20-65).

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation, and this notice shall be the written notice of completion referred to in Section 7.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, pursuant to 625 ILCS 5/18c-7401, the COMPANY shall maintain at its expense, or by agreement with others, provide for the maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction, and pursuant to 625 ILCS 5/18c-7401. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply.

SECTION 14. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE

in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project. COMPANY's execution of this Agreement is void and of no effect unless, within six (6) months of the date of execution of this Agreement by COMPANY, COMPANY receives in writing both a fully executed copy of this Agreement, and a written authorization to proceed with the ordering of material, construction and submittal of invoices for payment.

SECTION 17. The COMPANY is hereby requested by the STATE, to perform preliminary engineering for the project, and authorized to accrue project reimbursable preliminary engineering costs beginning on March 8, 2013. The COMPANY hereby agrees to not invoice the STATE until such time this agreement is fully executed.

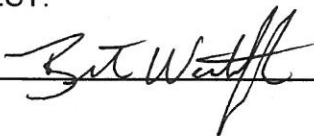
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 16-1494333 and the COMPANY is doing business as a corporation.

Executed by the COMPANY this 26th
day of July, 2013.

Illinois & Midland Railroad, Inc.

ATTEST:



By: 

Name: STEVEN O. WHITE

Title: PRESIDENT

Executed by the LOCAL AGENCY this _____
day of _____, 2013.

City of Pekin

acting by and through its

Director of Public Works

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED

State of Illinois, Department of Transportation

Ann L. Schneider, Secretary of Transportation

BY: Aaron A. Weatherholt, Deputy Director of Highways Date _____

Omer Osman, Director of Highways/ Chief Engineer Date _____

Michael A. Forti, Chief Counsel Date _____

Matthew R. Hughes, Director of Finance and Administration Date _____

FAU 6761 (Broadway Road)
 City of Pekin
 Tazewell County
 Section 13-00186-00-SP
 Project RRP-5093(165)
 Job No. C-94-018-13

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Illinois & Midland Railroad Company

AAR DOT # 169 802V

RR M.P.: 10.05

Road Name: FAU 6761 (Broadway Road)

Location: FAU 6761 (Broadway Road) @ the Illinois & Midland Railroad tracks in Pekin.

EXISTING CONDITIONS:

One mainline track equipped with flashing light signals.

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install crossing gates and constant warning time circuitry.
2. Incidental work necessary to complete the items hereinabove specified.
3. CFDA Number: 20.205

DESCRIPTION OF WORK TO BE DONE BY OTHERS:

Local Agency agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. When a marked traffic detour is required, the Local Agency at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

ATTACHMENTS:

Location Map

ESTIMATED RAILROAD COST: \$ _____

100% Federal participation \$ _____

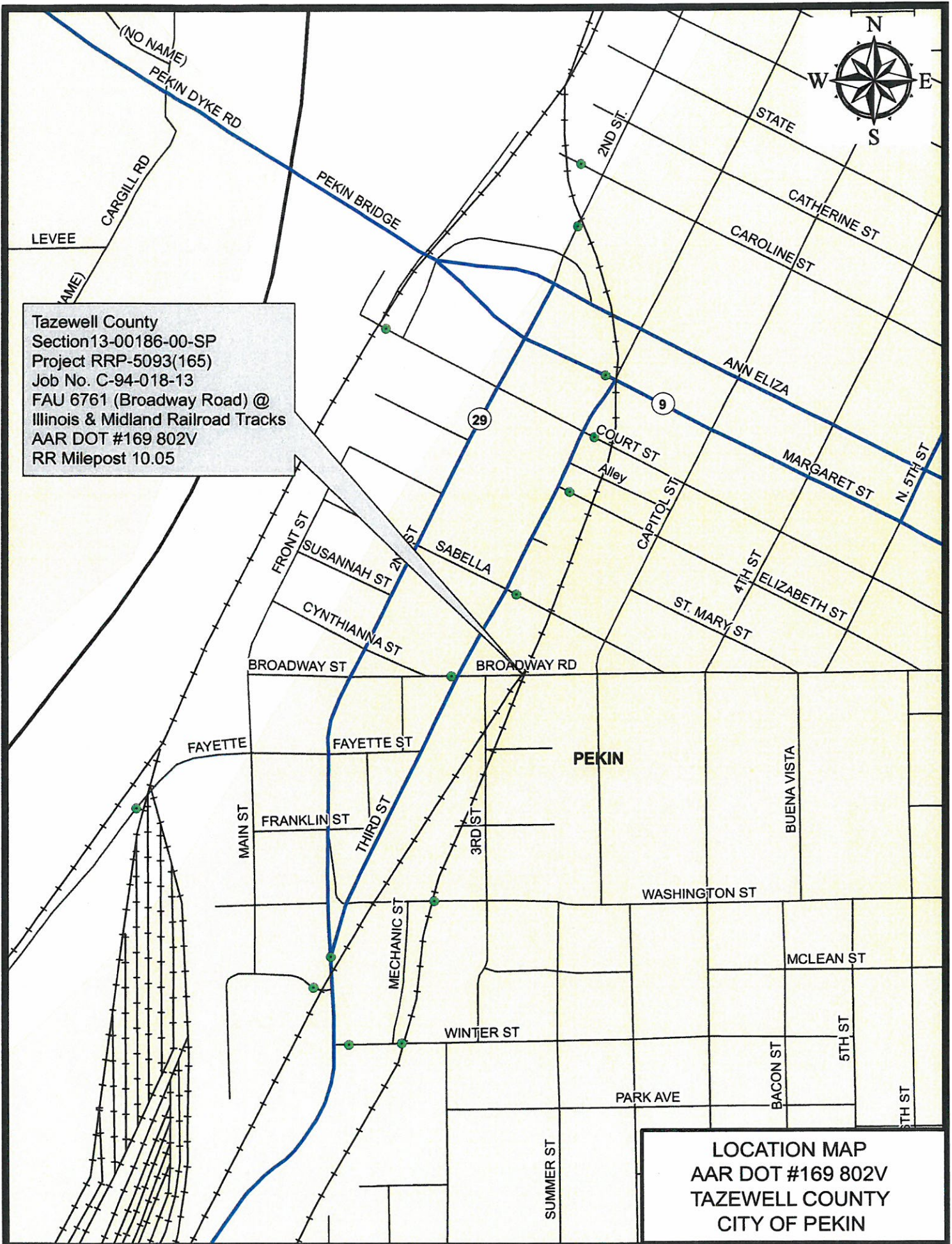
AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Mr. Mike Guerra, Director of Public Works, City of Pekin, 111 South Capitol Street, Pekin, IL. 61554, telephone (309) 477-2300

Mr. John J. Anderson, Tazewell County Engineer, 21308 Illinois Route 9, Tremont, IL 61568, telephone (309) 925-5532 jjanderson1@frontier.com

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

James K. Klein, P. E., S. E.
 Acting Engineer of Local Roads and Streets
 Illinois Department of Transportation
 2300 South Dirksen Parkway, Room 205
 Springfield, Illinois 62764





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Agency Agreement with Illinois Department of Transportation – Airport Improvement Program

AGENDA DATE REQUESTED: August 12, 2013

ACTION REQUESTED: To approve the Agency Agreement with IDOT for funding the Local Share for the Rehabilitation of the West Apron

DESCRIPTION: This is the agency agreement for the local participation for the Airport Improvement Program for the Rehabilitation of the West Apron Project. At the last meeting the council approved the concurrence with the bid to award the project to RA Cullinan & Son. This is the follow-up agreement with the State for the funding. Originally this project was planned over two phases due to cost. However the City was awarded additional funding through IDOT's State/Local program so both phases could be completed in one project. Therefore this project has two funding sources. Half of the funding is from the federal entitlement program in which the City has a 5% match and the other half of the funding comes from IDOT, which requires a 10% match. This combined funding makes the City share \$37,900 or 7.33% of the \$515,400 total project cost. Money is included in the budget for the local share on this project.

Participation for Federal and State funded roadway projects typically range 10 -30%, so this participation is relatively small and makes for an affordable infrastructure improvement to the airport.

I recommend that the agreement be approved.

FINANCIAL IMPACT: \$37,790 of Airport Funds

NEIGHBORHOOD CONCERNS: None

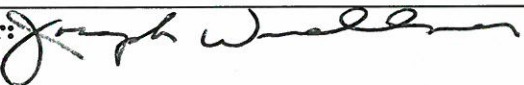
IMPACT IF APPROVED: Project can be awarded and construction will start

IMPACT IF DENIED: The project will not be awarded. The City would forfeit all of the State funding.

ALTERNATIVES: None

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

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

	Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	8/1/2013
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	8/1/13

**AGENCY AGREEMENT
AIRPORT IMPROVEMENT PROGRAM
CFDA 20.106
ILLINOIS STATE BLOCK GRANT NUMBER(S): 3-17-SBGP-105
ILLINOIS PROJECT NUMBER: C15-4264**

This Agreement made and entered into by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department"), for and on behalf of the State of Illinois, and the City of Pekin (hereinafter referred to as the "Municipality" even when there are more than one local sponsor).

WITNESSETH:

WHEREAS, the Department and the Municipality desire to sponsor a project for the further development of a public airport, known or to be designated as the Pekin Municipal Airport under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"); rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). Project is more fully described in the Project Status Report, which is attached hereto as "Exhibit 1" and which is expressly incorporated by reference; and

WHEREAS, the Municipality has applied for State assistance in procuring State or federal funds and hereby designates the Department as required by the above legal authority to accomplish the Project described below; and

WHEREAS, when applicable, the Department has filed a preapplication for federal funds with the Federal Aviation Administration ("FAA") on behalf of the Municipality and has appropriated certain monies for the Project; and

WHEREAS, the Department, by this Agreement, does prescribe the respective responsibilities of the parties, with reference to each other, with reference the relationship of the parties to any agency or department of the federal government of the United States of America (hereinafter referred to as the "United States" or "federal"),

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the Project, and the respective rights and obligations of the parties, IT IS MUTUALLY COVENANTED AND AGREED as follows:

DEFINITIONS

- A. The words "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Department or the FAA.
- B. The words "Grant Offer" as used herein mean the notice of availability of funds from (when applicable) the FAA to be used in connection with the project, pursuant to any applicable rules and regulations of the FAA.
- C. The word "Project" as used herein means this project which shall be identified as Illinois Project Number C15-4264, State Block Grant Number(s) 3-17-SBGP-105, and described as:

Various Airport Development under the State Block Grant Program
(S/L FY13 Program) Rehabilitate the West Apron

- D. The words "Project Completion Date" as used herein mean the date by which the Department certifies in writing to the Municipality all of the following: the Project has been completed; all contractor and material supplier releases have been obtained; and, record drawings have been submitted to and approved by the Department.
- E. The words "Project Coordinator" as used herein mean an employee of the Department who shall be responsible for the overall coordination and accomplishment of the Project.
- F. The words "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.
- G. The word "Grant" as used herein shall mean those funds from (where applicable) the FAA to be used in connection with the Project, pursuant to the terms of a Grant Offer and Grant Agreement.
- H. The word "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.

RECEIPT AND DISBURSEMENT OF FUNDS

1. Prior to the Project Completion Date, the Department shall insure that all aspects of the federal Grant and this Project are done in compliance with all applicable state and/or federal requirements. The Municipality shall provide such assistance as reasonably requested by the Department to enable the Department to perform its obligations herein.
2. The Department shall accept and disburse all federal, State, and municipal funds, as applicable under this grant, used or to be used in payment of the costs of said Project or in reimbursement to either of the parties hereto for costs previously incurred.

Funds from the United States or the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$515,400.00.

48.02%	Federal	<u>\$247,500.00</u>
44.65%	State	<u>\$230,110.00</u>
7.33%	Local	<u>\$37,790.00</u>

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the Municipality shall pay such additional project costs which exceed the sum of the Department's funds and the Federal funds, as are herein committed for this Project. In the event State funds are not released, the Municipality specifically guarantees to pay the State and Local costs as itemized above, including any amounts which exceed the totals listed.

In accordance with 49 USC § 47111, the Department will not make payments totaling more than 90% of the project cost until all conditions necessary for financial closeout of the project are satisfied.

The Department hereby agrees to participate as stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a). Subject to the approval of the Governor, the Department will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Department.

The Department will also participate, in an appropriate percentage to be determined by the Department, in additive change orders and contingencies approved by the Department. It is further agreed that the Municipality will reimburse the Department for any payment or payments made hereunder by the Department which are in excess of the Department's percentage of financial participation as heretofore stated or in excess of the Department's agreed total participation. If additional payments are made pursuant to a Court of Claims

award, then Municipality agrees to reimburse the Department for such additional payment or to pay the balance when the United States furnishes funds to pay a portion of any such award.

Payments to the Contractor or Consulting Engineer shall be made either by the Department or Municipality in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project. Whenever such payments are made directly to the Municipality, the Municipality must pay the consultant within 5 business days upon receipt of said payment. If the sponsor fails to pay the consultant as directed herein, such payment must be returned to the Department, unless an extension or other arrangement is approved, in writing, by the Department.

3. Any payment to Municipality made by a surety pursuant to a bid bond, performance bond, or payment bond for this Project shall be held by Municipality solely for the purpose of reducing what Municipality, Department, and/or FAA would otherwise have to pay for the Project. The pro rata shares of the amount received under bond credited to Municipality, Department, and/or FAA shall be the same as the ratio between what Municipality, Department, and/or FAA are obligated to pay under item #2 above. If a share exceeds what a party is obligated to pay, the surplus shall go to the Federal/Local Fund Account to be used for other airport improvement projects.
4. By executing this Agreement, the Municipality certifies, and shall furnish proof to the Department upon request, that it has sufficient funds to meet its share of the costs as heretofore stated. The Municipality hereby grants to the Department the right to audit any books and records of the Municipality to verify said funds. The Municipality's financial obligation is payable in part or in full to the State Treasurer as requested by the Department. Should the Municipality fail to pay said obligation within 30 days of written request by the Department, the Department may exercise its rights under Paragraph 7 hereof.
5. Following the Project Completion Date and the Department's financial closure of the project, the Department shall credit or reimburse to the Municipality any excess funds provided by the Municipality.

RIGHTS AND OBLIGATIONS OF THE DEPARTMENT

6. Prior to the Project Completion Date, the Department shall have complete charge of and authority over the Project for all purposes including but not limited to the following actions:
 - a. to participate and assist the Municipality in preparing the grant application for this project;

- b. to accept and deposit with the State Treasurer any and all Project funds granted, allowed, and paid or made available as required under this Project by (1) the United States under the Act and congressional appropriation made pursuant thereto, (2) the Municipality, and (3) the State of Illinois;
- c. to let and enter into contracts for the completion of the Project;
- d. to coordinate pre-construction conferences and issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
- e. to monitor the progress and performance of the Project work through the Project Coordinator and the Consulting Engineer;
- f. to receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with all approved contracts;
- g. to coordinate and conduct semi-final and final inspections;
- h. to obtain contractor and material supplier releases in accordance with State law;
- i. to review and approve record drawings and to provide copies to the Municipality and the FAA;
- j. to perform an audit if required by Federal regulations and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of the Project;
- k. to reimburse to the Municipality, from federal or State Project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price, relocation costs, legal fees, title costs, and other costs incidental to acquisition of the said land, excluding administrative costs of the Municipality;
- l. to reimburse the Municipality, from federal or State Project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's proportionate share of the completed Project; and
- m. to the extent the Department deems it appropriate, keep and maintain all construction progress reports, material reports, material certifications, and similar documents, such that the Department shall be recognized as the "single audit source" by the FAA.

7. In the event the Municipality breaches this Agreement in any way whatsoever, the Department shall have any or all of the following non-exclusive remedies available to it:
 - a. the right to seek specific performance;
 - b. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
 - c. the right to seek reimbursement of all State or federal funds provided for the Project; and
 - d. any other remedy available at law or in equity.
8. In addition to the remedies set forth in Paragraph 6 above;
 - a. in the event the Municipality undertakes any significant action before or after the Project Completion date to abandon or substantially diminish the aviation resources of the Airport, the Department shall have the right to assume control and operation of the Airport (or fails to act in a way which has the same effect) for the useful life of the Airport or 20 years from the execution date of this Agreement, whichever is later, which right the Department may assign to any public agency as defined in the Act.
 - b. Prior to invoking the remedy set forth in subparagraph (a) above, the Department shall first: (i) provide written notice to the Municipality and inform the Municipality of those actions or failures to act which the Department considers to be an abandonment or substantial diminishment of the aviation resources; and (ii) the Department shall provide a reasonable period of time for the Municipality to take corrective action to the satisfaction of the Department.

RIGHTS AND OBLIGATIONS OF THE MUNICIPALITY

9. Prior to the Project Completion Date, the Municipality shall:
 - a. execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The Department after approval thereof shall submit this Agreement to the FAA when applicable.

- b. employ a Consulting Engineer who is qualified to provide:
 - 1. qualified resident or project engineer(s), registered in the State of Illinois and approved by the Department;
 - 2. materials testing technician(s) approved by the Department;
 - 3. any project reports required by the Department or the FAA; and
 - 4. compliance with Disadvantaged Business Enterprise goals for the Project.
- c. obtain for the benefit of the Department all federal, State, and local permits as may be necessary to complete the Project.

Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the Department, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the Department and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the Department or the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

Further, during the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Project Coordinator and may receive from the Project Coordinator such delegations of authority as the Project Coordinator believes to be reasonably appropriate to act and approve routine items on behalf of the Project Coordinator and the Department.

- 10. The Municipality shall agree that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Grant Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.
- 11. After the Project Completion Date, the Municipality agrees that:
 - a. the airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and

- b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the FAA in connection with any funds tendered under the Act in the operation of the airport; and
 - c. it will file with the Department and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.
- 12. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the Department or the FAA relating to the Project described in this Agreement. All books and records of the Municipality shall be open to inspection and examination by the Department or the FAA at any reasonable time.
 - a. Municipality shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the Municipality.
 - b. If the Municipality expends \$500,000.00 or more during its fiscal year in federal financial assistance from any source, it shall have an audit made in accordance with the Single Audit Act Amendments of 1996 (31 USC Chapter 75) and OMB Circular A-133.
 - c. The Department reserves the right for its auditors to review and audit any and all records relating to projects funded by the Department or the FAA at the Municipality's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from Department officials.
- 13. No leases will be entered into by the Municipality which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.
- 14. The Municipality agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the Department. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division

of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department that interest shall revert to a public airport entity appointed by the Department.

15. The Municipality covenants to zone (within its powers to do so) the Airport and its environs for compatible land use. The Municipality shall adopt airport hazard zoning regulations or shall request the Department to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
16. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the Department's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).
17. The Municipality hereby certifies to the Department that it will have acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.
18. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

MISCELLANEOUS PROVISIONS

19. This agreement is entered into pursuant to the Illinois Aeronautics Act ("Act") and shall be subject to and construed in accordance with said statutes. In the event of a conflict between State and federal law, rule, regulation, etc., the federal provision shall control on federally-aided projects.
20. Any federal grant under this Agreement shall be valid for the useful life of the Project or for twenty (20) years, whichever is longer.
21. Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.
22. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to the Project and shall not be modified, amended, rescinded, or revoked unless both parties agree to such modification, amendment, rescission, or revocation in writing.

23. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
24. The Municipality shall comply with all of the attached assurances, federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.
25. Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Department shall be directed to the attention of:

Director
 Division of Aeronautics
 Department of Transportation
 One Langhorne Bond Drive
 Springfield, Illinois 62707-8415

Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Municipality shall be directed to the attention of:

Mr. Mike Guerra
 City Engineer
 Pekin Municipal Airport
 111 South Capital Street
 Pekin, Illinois 61554

SPECIAL CONDITIONS

26. The Municipality shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Illinois Department of Transportation; and the Municipality agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation is not available to support their purported disbursement.
27. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts: Title 2 CFR Part 1200). By signing this agreement, the Municipality is providing the certification set out below.

- a. The inability of the Municipality to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Municipality shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into or continue with this transaction. However, failure of the Municipality to furnish a certification or an explanation shall disqualify it from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Municipality knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
- c. The Municipality shall provide immediate written notice to the Department if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- e. The Municipality agrees by entering this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- f. The Municipality further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. The Municipality may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Municipality may decide the method and frequency by which it determines the eligibility of its principals. The Municipality may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurements

Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records by this clause. The knowledge and information of the Municipality is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph (f) of these instructions, if the Municipality knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

28. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions. The Municipality certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- b. Have not within a 3-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 28(b) of this certification; and
- d. Have not within a 3-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Municipality is unable to certify to any of the statements in this certification, it shall attach an explanation to this agreement.

29. Instructions for Certification – Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more: Title 2 CFR Part 1200). By signing and submitting this agreement, the lower tier is providing the certification set out below.
- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
 - b. The lower tier participant shall provide immediate written notice to the Department if at any time the lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - c. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Department Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
 - d. The lower tier participant agrees by entering into this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
 - e. The lower tier participant further agrees by entering this agreement that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f. A participant in a covered transaction may rely upon a certification of a participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List which is compiled by the General Services Administration.

- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
 - h. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:
- a. The lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this agreement.
31. Federal Funding Accountability and Transparency Act (FFATA):
- a. Municipality is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com/>.
 - b. As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

32. The Municipality certifies that its' Legal Status and Employee Identification Number are as provided below:

F.E.I.N. Number 37-6002169

Legal Status:

- | | |
|--|---|
| ☐ Individual | ☒ Governmental |
| ☐ Sole Proprietorship | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-Exempt | ☐ Pharmacy (non-corporate) |
| ☐ Corporation providing or billing
Medical and/or health care services | ☐ Pharmacy/ Funeral Home /
Cemetery (Corp.) |
| ☐ Corporation NOT providing or
Billing medical and /or health care
Services | ☐ Other |

33. The Municipality further certifies, in accordance with Public Act 95-971, as applicable:

- ☒ The Municipality is not required to register as a business entity with the State Board of Elections.

or

- ☐ The Municipality has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

The Municipality acknowledges that the State may declare this Agreement void without any additional compensation due to the Municipality if the foregoing certification is false or if the Municipality (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971 or Executive Order 3 (2008).

34. The Municipality also certifies that its' DUNS Number is as provided below:

DUNS Number: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

This Agreement will expire five years from the execution date.

City of Pekin
a Municipal Corporation

Attest:

By: _____
City Clerk

Printed or Typed Name

Date: _____

(SEAL)

By: _____
Mayor

Laurie L. Barra
Printed or Typed Name

Date: _____

DIVISION OF AERONAUTICS

Susan R. Shea
Director of Aeronautics

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Charles J. Ingersoll, Director
Office of Planning/Programming

Date: _____

Matthew R. Hughes, Director
Office of Finance and Administration

Date: _____

Michael A. Forti
Chief Legal Counsel

Date: _____

Ann L. Schneider
Secretary of Transportation

Date: _____

APMS Budget Amounts

As of 19 Jul 2013

Project: 4264 - (S/L FY13 Program) Rehabilitate the West Apron

Description: Approved Funding

<u>Federal</u>			<u>State of Illinois</u>			<u>Local sponsor</u>		
General	0.00		Bond	0.00		General	0.00	
SBG NPE 105	148,500.00	28.81%	G.R.F.	8,250.00	1.60%	iger Facility Charges	8,250.00	1.60%
SBG APPT 105	99,000.00	19.21%		5,500.00	1.07%		5,500.00	1.07%
2013 S/L				216,360.00	41.98%		24,040.00	4.66%
Total:	247,500.00	48.02%	Total:	230,110.00	44.65%	Total:	37,790.00	7.33%

Budget total: 515,400.00

Agency agreement execution date:

Primary airport grant execution date:

Letter of Credit amount: 247,500.00

Federal Num: 3-17-SBGP-105 N, 3-17-SBGP-105 A

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: (S/L FY13 Program) Rehabilitate the West Apron

Line Item Status

<u>Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Pd to Date</u>	<u>Balance</u>
1	Construction - R A Cullinan As Bid	415,654.60	247,500.00	140,339.14	27,815.46	0.00	415,654.60
2	Eng. Preliminary - Costs Incurred - Pekin City of*	16,474.00	0.00	14,826.60	1,647.40	0.00	16,474.00
	Hanson L.S.						
3	Eng. Design - Costs Incurred - Pekin City of*	25,038.00	0.00	22,534.20	2,503.80	0.00	25,038.00
	Hanson CPFF Design						
4	Eng. Construction - Costs Incurred - Pekin City of*	42,500.00	0.00	38,250.00	4,250.00	0.00	42,500.00
	Hanson Inspection						
5	Special Services-Costs Incurred - Pekin City of*	1,997.00	0.00	1,797.30	199.70	0.00	1,997.00
	Hanson CatEx						
6	Inter-fund transfer OUT - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
7	Inter-fund transfer IN - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ELIGIBLE COSTS		501,663.60	247,500.00	217,747.24	36,416.36	0.00	501,663.60
Reserves (+) / shortfalls (-)		13,736.40	0.00	12,362.76	1,373.64	0.00	13,736.40
TOTAL APPROVED FUNDING		515,400.00	247,500.00	230,110.00	37,790.00	0.00	515,400.00

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Approved Funding	515,400.00	247,500.00	230,110.00	37,790.00

State Num: C15-4264-0000 Program Year: 2013

Federal Num: 3-17-SBGP-105 N, 3-17-SBGP-105 A

Airport: PEKIN MUNICIPAL AIRPORT

Description: (S/L FY13 Program) Rehabilitate the West Apron

Fed Status: Pending

State Status: Pending

TOTAL APPROVED FUNDING	515,400.00	247,500.00	230,110.00	37,790.00
Program budget (for information only)	555,000.00	247,500.00	265,750.00	41,750.00

APMS Budget Amounts

As of 19 Jul 2013

Project: 4264 - (S/L FY13 Program) Rehabilitate the West Apron

Description: Approved Funding

<u>Federal</u>			<u>State of Illinois</u>			<u>Local sponsor</u>		
General	0.00		Bond	0.00		General	0.00	
SBG NPE 105	148,500.00	28.81%	G.R.F.	8,250.00	1.60%	iger Facility Charges	8,250.00	1.60%
SBG APPT 105	99,000.00	19.21%		5,500.00	1.07%		5,500.00	1.07%
2013 S/L				216,360.00	41.98%		24,040.00	4.66%
Total:	247,500.00	48.02%	Total:	230,110.00	44.65%	Total:	37,790.00	7.33%

Budget total: 515,400.00

Agency agreement execution date:

Primary airport grant execution date:

Letter of Credit amount: 247,500.00



REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

CC: City Manager Joseph Wuellner, City Clerk Sue McMillan

From: Don Baxter, Deputy Chief – July 30, 2013

AGENDA ITEM: High School Liaison Officer Agreement.

AGENDA DATE REQUESTED: August 5, 2013

ACTION REQUESTED: Authorize Execution of Agreement.

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 \$42,521.50

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: none

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

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

REQUIRED SIGNATURES

Department Director:

HIGH SCHOOL POLICE LIAISON OFFICER AGREEMENT

This Agreement made and entered into this 15th day of July, 2013, 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

The term of this Agreement is from August 1, 2013, to July 31, 2014 (176 assignment days).

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 between August 19, 2013 and June 9, 2014 and for five (5) work days prior to August 19, 2013 (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.

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 annually at the end of each school year 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.

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

CITY OF PEKIN, ILLINOIS

By _____

President

By _____

Mayor

Attest:

Attest:

By _____

Secretary

By _____

City Clerk

Approved As To Form:

Approved As To Form:

School Board Attorney

City Attorney

**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.

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.