



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, JUNE 26, 2017 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	Council Meeting Minutes Dated June 12, 2017
5.	Public Input
6.	Consent Agenda
6.1.	Enjoy Pekin Tourism Minutes April 11, 2017 ACTION REQUESTED: Approve Enjoy Pekin Tourism Minutes April 11, 2017
6.2.	Enjoy Pekin Tourism Minutes May 9, 2017 ACTION REQUESTED: Approve Enjoy Pekin Tourism Minutes May 9, 2017
6.3.	Building Department Report May 2017 ACTION REQUESTED: Receive and File May 2017 Building Department Report
6.4.	Annual Rates for Intergovernmental Agreement for the Municipal Maintenance of State Highways ACTION REQUESTED: Receive and file rates for 2017
6.5.	Police Department Monthly Stats - May 2017 ACTION REQUESTED: Receive and File Police Department Monthly Stats – May 2017
6.6.	Pekin Plan Commission Minutes Dated May 10, 2017 ACTION REQUESTED: Receive and File Pekin Plan Commission Minutes Dated May 10, 2017

7. Communications, Petitions, Reports	
7.1.	2016 CAPER for CDBG/HUD ACTION REQUESTED: public hearing for 2016 CAPER
7.2.	Public Hearing Annexation
7.3.	Treasurer's Quarterly Financial Report 04/30/2017 ACTION REQUESTED: Quarterly financial report from City Treasurer Jim Wolf for fourth quarter fiscal year 2016-17.
7.4.	Greater Peoria Economic Development Council Presentation by Jennifer Daly ACTION REQUESTED: <Insert Action Requested Here>
8. New Business	
8.1.	2017 Greater Peoria Economic Development Council Investment Dues ACTION REQUESTED: \$25,000.00 investment from Economic Development Fund (570) to Greater Peoria Economic Development Council
8.2.	Ordinance Providing for Acceptance of a Petition for Annexation and Zoning ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to approve a petition of annexation for the property at 1713 S. 2 nd Street, Cranwill's Drive-In.
8.3.	Resolution to Adopt Ordinance Authorizing Signs and Awnings Grant Pilot Program ACTION REQUESTED: RESOLUTION TO ADOPT PEKIN DOWNTOWN TIF SIGNS AND AWNINGS GRANT PILOT PROGRAM Column 2: 1
8.4.	REQUEST to AUTHORIZE CBD TIF FINANCING IN AN AMOUNT NOT EXCEEDING \$50,000 FOR PEKIN DOWNTOWN SIGNS AND AWNINGS GRANT PILOT PROGRAM ACTION REQUESTED: REQUEST to AUTHORIZE CBD TIF FINANCING IN AN AMOUNT NOT EXCEEDING \$50,000 FOR PEKIN DOWNTOWN TIF SIGNS AND AWNINGS GRANT PILOT PROGRAM
8.5.	An Ordinance Amending Title 2, Chapter 12 of the Code of the City of Pekin 1995

Regarding Pekin Tourism, Convention, and Visitors Committee	
ACTION REQUESTED:	Approval of Amendment to the Tourism Policy
8.6.	Audit Engagement Letter Willock Warning & Co., P.C. ACTION REQUESTED: To approve the services provided to the City of Pekin by Willock Warning & Co., P.C. as outlined in the Audit Engagement Letter of Understanding for fiscal year ended April 30, 2017.
8.7.	Engineering Agreement with Farnsworth for General Wastewater Projects ACTION REQUESTED: To approve a general services agreement with Farnsworth Group for engineering on wastewater related projects
8.8.	Local Agency Agreement with IDOT for Allentown Road ACTION REQUESTED: To approve the Local Agency Agreement for Allen Town Road Improvement
8.9.	Motor Fuel Tax Resolution for Street Maintenance for Mill and Overlay ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Street Maintenance Section 17-00000-01-GM for \$1,050,000
8.10.	Motor Fuel Tax Resolution for Street Maintenance Crack Fill ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Street Maintenance Section 17-00000-02-GM for \$30,000
8.11.	Addendum No. 3 To Lease Between City of Pekin and Illinois Central College ACTION REQUESTED: Approve Addendum No. 3 to Lease Between City of Pekin and Illinois Central College.
9.	Any Other Business To Come Before The Council
9.1.	Strategic Plan
10.	Executive Session 5 ILCS 120/2 (c)
11.	Adjourn

Column 1 Key:

TC Tony Carson City Manager

Column 2 Key:

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

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: June 26, 2017****From: Sue McMillan, City Clerk****AGENDA ITEM:** Council Meeting Minutes Dated June 12, 2017**AGENDA DATE REQUESTED:** June 26, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY JUNE 12, 2017 AT 5:30 O'CLOCK P.M.
JOHN MCCABE *MAYOR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was let by Mayor McCabe.

ROLL CALL

All members were present. A quorum was declared.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:14 PM
Michael Garrison	Councilman	Present	5:13 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:14 PM
John p Abel	Council Member	Present	4:57 PM
Michael Ritchason	Council Member	Present	5:13 PM
Mark Luft	Council Member	Present	5:23 PM
John McCabe	Mayor	Present	5:22 PM

APPROVE AGENDA

3.1. Motion to: **Approve Agenda**

RESULT:	ADOPTED [6 TO 0]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Orrick, Abel, Ritchason, Luft, McCabe
AWAY:	Michael Garrison

APPROVAL OF MINUTES

4.1. City Council - Regular Meeting - May 22, 2017 5:30 PM

4.2. Motion to: **Approval of Minutes**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

COMMUNICATIONS, PETITIONS, REPORTS

5.1. **Business Analyst Presentation**

Kathryn Shackelford was asked by City Manager Tony Carson to give more information on the Business Analyst presentation and the advantages it gave the City in attracting new businesses. Ms. Shackelford informed the Council that based on previous discussions and public comments that the City had found economic development to be a priority. Work had begun with ESRI Business Analyst, a tool to understand local market conditions, to respond to developer's inquiries, and to focus on attracting and retaining new business. Bushiness

Analyst would allow the City to perform work internally at a fraction of the cost would be to utilize a consultant. Ms. Schackelford introduced Dan Newcomb to demonstrate the product from a vendor the City used for GIS. He advised the software would help the City zero in on best locations, for an example restaurants or retail, and focus on what might best be suited for our community environment by using data collections. Mr. Carson advised the Council that the subscription was \$500 compared to a company such as Buxton. The program is able to be used for future work in partnership with developers and business to continue to have the City of Pekin name out there because of the skilled staff the City employs.

5.2. Destination Imagination

Mayor McCabe recognized the achievements of Destination Imagination and asked that the communication item be postponed until someone from the team was available to attend a Council Meeting. He next asked Fire Chief Kurt Nelson to inform the Council and public of the exceptional services awards received by three firefighters. A Life Saving award from the State of Illinois was received by Trent Reese and Josh Graham. (clerk note: not Terry Tatum as announced) Patrick Finn was honored with Firefighter of the Year Award. Appreciation for their efforts was extended and they were asked to attend a future Council meeting for proper recognition.

PUBLIC INPUT

Jim Mangan told the Council he appreciated Council Member Luft's efforts to get employee residency topic on the agenda. He suggested a first amendment to the matter would be to have a written legal plan in to eliminate deviations. He next suggested the Council approve that nonresidents pay the current tax rate of the City if unable to move into the City until attrition would take over and all employees would be required to live in the City.

Steve Schroeder President of Labors Local 231 and delegate to Midwest Building Trades, ask Council for their unanimous support for Resolution No. 52-17/18 Annual Prevail Wage Resolution to protect wages of workers.

Rick Hilst spoke to New Business item 8.6 regarding visitors' grants. He questioned if the \$12,021 was from the expenses eligible for reimbursement or also contained expenses submitted for consideration.

Elaine Richie stated Mr. Mangan had a good point on suggesting nonresident pay an estimate of City real estate taxes but questioned how would the public ever know in the amounts were paid by the employee.

John McNish spoke in support of Council Member Luft bringing residency to Council's attention. He felt the City had to start getting people back into the community.

CONSENT AGENDA

7.1. Police Department Stats April 2017

7.2. Resolution No. 53-17/18

7.3. Motion to: Approve Consent Agenda

Approval of the appointment of Mark A. Rothert as the Alternate to the PPUATS Policy Committee and Police Department Stats April 2017 were read and presented for consideration of the Consent Agenda by Mayor McCabe and approved by Omnibus Vote.

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

NEW BUSINESS

8.1. ANNUAL PREVAILING WAGE RESOLUTION NO. 52-17/18

City Manager Tony Carson advised the Council that the City complies annually with requirement of the Prevailing Wage Act to pay labors employed on Public Works projects no less than similar wages for work in the county where performed. During the month of June the City accepts the IDOL rates for Tazewell County by resolution. Modifications were made this year to include language of participation in apprenticeship and training programs for construction contracts in excess of \$100,000.00.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Garrison, Councilman
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

8.2. 2017 Ledgestone Insurance Open

Council was asked to consider a \$10,000 sponsorship for the Ledgestone Disc Golf Event at 9 local golf course, 2 of which were in Pekin in August. Nate Heinold and Seth Friedrich addressed the Council and answering questions the members had regarding hotel stays tracking and obtain exact figures and benefits received by the City by sponsoring the events in addition to last year's PACVB's captured analysis of \$5 million dollar impact. Council Members Ritchason and Abel spoke in support of the event and the contribution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	James A Schramm, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

8.3. First Amendment to Site Lease Agreement No. 371069 GTP Acquisition Partners II, LLC PIN 11-11-07-103-022

Mr. Carson advised the Council that he had negotiated two existing leases of cell towers located at East Side Fire Station and at the Wastewater Treatment Plant both scheduled to expire November 30, 2019. The first lease presented contained terms for 4 additional 5 year renewals and in consideration of signing a onetime payment of \$50,000. December 1, 2017 the monthly rent would increase to \$1,620.65 with a 4% increase each year. He told the Council the City would receive additional payments for other carriers renting space on either tower at the rate of 25%, 33%, and 50% first, second, and third additional carrier respectfully.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

8.4. First Amendment to Site Lease Agreement No. 371068 GTP Acquisition Partners II, LLC PIN 04-04-34-436-010

Mr. Carson next advised the Council of the second negotiated existing leases of cell towers located at the Wastewater Treatment Plant scheduled to expire November 30, 2019. The second lease presented contained terms for 5 additional 5 year renewals and in consideration of signing a onetime payment of \$60,000. December 1, 2017 the monthly rent would increase to \$1,620.65 with a 4% increase each year. He told the Council the City would also receive additional payments for other carriers renting space on either tower at the rate of 25%, 33%, and 50% first, second, and third additional carrier respectfully.

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

8.5. Ordinance No. 1462-A351-17/18 Amending the Traffic Code of the City of Pekin Chapter 4 - Stopping, Standing & Parking Section 8-4-1: No Parking Places D. Restricted Parking

Recommendation of the Traffic Safety Committee was requested from citizens at the May 5, 2017 TSC meeting regarding no parking signs that had been in place from the '90s on 13th Street. It was decided no parking was not necessary with the large parking lots the hospital offered. Council was asked to eliminate the signs in concern Park Avenue to Martha Street and to remove the provision in the Traffic Schedule in the Code. Chairman Kurt Nelson responded to Council's question that the Ordinance did not change the parking references in the Code for Center Street.

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

8.6. Request to Finance ASA Overnight Visitors Grants

Kathryn Shackelford, City Planner, recommended approval of the Council for 3 separate Overnight Visitors Grants in the amounts of \$3,846.67, \$4,344.67, and \$3,830.00 to the Amateur Softball Association of Illinois pursuant to the grant award guidelines that took place in January and February. The tournaments brought a total of over 3750 out of town residents and occupied 660 Pekin area hotel rooms.

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

8.7. Ordinance No. 2766-17/18 Amending the Code of the City of Pekin Title 3 Chapter 3 - Basset Training

Request was made by the Police Chief Dossey for the Council to amend the Liquor Code to include Beverage Alcohol Sellers and Servers Education Training (BASSET), a program for liquor servers and sellers mandated by the State of Illinois effective July 1, 2017. The training teaches responsibilities to servers and sellers as it applies to serving alcoholic beverages to the public. Deputy Chief

Don Baxter advised the Council that officers had been trained for the City to provide initial training to Pekin liquor establishments to be in compliance.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Orrick, Abel, Ritchason, Luft, McCabe
NAYS:	Michael Garrison

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

9.1. Discussion Residency

At the request of Council the City Manager began the discussion of residency requirements of employees of the City. Mr. Carson told the Council that residency was a prerogative of the Council and policies could remain the same or be changed except for union employees already bargained for through the terms of the agreements. He indicated in hiring the most qualified applicants are sought and notices always include the City's residency requirement of 12 months to establish residency. Presently nonunion employees have a 10 miles radius of the corporate limits and in addition positions of City Manager, Assistant City Manager, Public Works Director, Operations Supervisor for Public Works, Superintendent of Transportation, Police Chief and Fire Chief are required to live within the corporate limits. Each Council Member was given the opportunity to address the matter. Comments received:

Council Member Luft

Questioned if there existed any employee where the policy was not enforced and was told there was no one who did not abide by the policy. The member stated it was important that anyone having decision making responsibilities to live within the community. What was important on the topic was not comparisons to other communities but what was best for our community. He requested that names of employees be placed on the flow chart department descriptions.

Council Member Abel

Questioned if it was legal to require an employee to pay their share of taxes that did not live in the City as suggested by the public. It was Attorney Burt Dancey's opinion without further research it may not be legal to change a policy for existing employees but moving forward with a changed policy to require a payment for non residency could be implemented. Council Member Abel was told that there were over 300 City employees and that the discussion of residency only affected 8-10 non union positions.

Council Member Orrick

Spoke in support of a policy that all department heads live within the City and should hire those that want to be part of our community. He asked that the flow chart of positions reflect the present employee departments.

Council Member Ritchason

Questioned why the matter was addressed 6 years ago listing specific positions required to live in the City and was told the policy was updated to bring inline with the 10 mile radius to mirror the union contracts for residency. He agreed that through attrition that all employees live within the corporate limits.

Mayor McCabe

Reiterated that the Council makes the actual final decisions on such things as fees, taxes, code changes. Using their judgements, the departments suggest and/or recommend financial decisions. He recommended more discussion and review before acting on a new policy.

9.2. Discussion for Permit Fees

City Manager Carson thanked the Council for bringing forward the discussion issue in order to make the public aware of fees. He indicated residents had asked what recourse they had through the City when they had issues with roofers' who prey on the elderly. As of May 1, 2017 the Inspections Department began enforcement of the International Building Code policy for permitting roofing by charging exiting permit fee schedule in the City Code. All roofers were properly notified in advanced and some had voiced appreciation for the actions taken in helping to keep non licensed companies from doing the work. Mayor McCabe voiced his opinion that the Council had asked on numerous occasions complaints received that code enforcement had not been consistently applied in the past. The actions taken were of benefit to the community. Council Member Orrick disputed that the fee was actually a tax that should have come through the Council with public input for approval. It was Attorney Dancey's opinion that the Council's prior approval of BOCA gave the power and the authority to enforce the Code based on the prior approval of the fee schedule. Council Member Orrick stated he was not against protecting the community but felt the way the actions took place were wrong.

The public was given the opportunity to address the Council with concerns or comments.

Randy Price voiced opposition to reducing investigators positions. He felt the continued Heroin Initiative was good but did nothing for the sellers of drugs.

Steve Peterson, Business Manager Roofers Local 69, told the Council of the "storm chaser" complaints he receives and thanked the Council for enforcing the roof permits.

Jim Mangan distributed 5 pages of an issue to the Council regarding Mr. Schramm's qualification to serve on the Council. He voiced concern that the Liquor Commissioner, City Clerk, Attorney, and Council failed to do their job in receiving proper documentation of his release of his liquor establishment. He asked Mayor pro-tem Orrick to start proceedings for censure of the Mayor.

Rick Hilst stated his concern that his questions were no longer accepted by the Manager to be answered. He requested to be placed on the next Council Agenda under Communications and Reports to address his issues on the Efficiency Study, Transparency Site, Budget Detail and miscellaneous item.

John McNish commented on several concerns listed as a "black cloud" over City Hall.

PACVB member allowed to vote instead of abstaining on a \$25,000 membership.

Residency in Employee Handbook changed in 2011 by the Human Resources Department resulting in HR Director no longer required to live in City.

ADA ramps matter in Sunset Hills that had been brought before the Council was performed by a landscape company.

Voiced support for Mr. Mangan's comments on Council Member Schramm and the Mayor's censure.

Requested that Attorney Dancey quit walking through the grass in front of City Hall to enter the building.

Ann Witzig comment that all department heads should live in the City. Council should write ordinances that are clear. Opposed reducing police to hire new employees. State riverfront could be beautiful. Comment that the City needed true true management people.

Elaine Richie Questioned if her family member needed a permit if putting a roof on her house. Voiced concern for that requirement if we don't charge HUD for the roofing projects on 14th Street. Felt there was concern that employees were told there would be consequences if they talked to Council Members.

City Manager Carson told the Council that there was need to get the positives of Pekin out to the community. In that effort he told the Council of the private investment dollars recently made in the Industrial Park, 72 new jobs, 7 new businesses in the City.

Attorney Dancey advised the Council that Mr. Mangan was distorted and wrong in his interpretation of the laws and Code regarding Mr. Schramm's ability to serve on the Council. Council Member Schramm was elected by the public. There were procedures established by the State Board of Elections in disqualifying a candidate for office done by the public.

Council Member Ritchason requested the Council begin a Strategic Plan to discuss what the Council wants this City to become. He ask that setting that time be a priority. Council Member Orrick agreed and made a motion to set the date by agenda item at the next meeting of the Council. Council Member Luft seconded the motion. Short discussion followed on who should attend the meeting. It was suggested by Council Member Luft to possible include committee members and members of the public that attend Council Meeting frequently because of their interest.

Council Member asked and City Manager responded to a matter in the newspaper of City busses being washed in the summer by drivers at a cost of \$188,000.00. council Member Abel also asked that incorrect comments made at Council Meetings be addressed at the meetings as the example Attorney Dancey did on comments made by Mr. Mangan regarding Council Member Schramm's ability to serve.

Council Member Luft asked that the photos and drapes be returned to the Chambers and possibly some means of blocking the sun from the Council Members' seats.

Mayor McCabe responded to the remarks made on reduced personnel. He encouraged the public to complete applications to be on the City Committees and Boards. The Mayor questioned and was told the Lease payments for the cell towers are placed in the General Fund.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

- 10.1.** Motion to: **Move to Executive Session to discuss 5 ILCS 120/2 (c) 6. the setting of a price for sale or lease of property**

The Council moved to Executive Session at 8:23 p.m. with no anticipated action after.

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

ADJOURN

The meeting was adjourned at 9:05 P.M. in open session. Motion carried viva voce.

- 11.1.** Motion to: **Adjourn**



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 14, 2017

From: Paula Gensel, Admin Asst.

Katy Shackelford, City Planner

AGENDA ITEM: Enjoy Pekin Tourism Minutes April 11, 2017

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Approve Enjoy Pekin Tourism Minutes April 11, 2017

DESCRIPTION: Enjoy Pekin Tourism Minutes April 11, 2017

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**Enjoy Pekin – Tourism Committee Meeting
Tuesday, April 11, 2017
City Hall – 4:00pm**

MINUTES

Voting Members Present: Emily Lambe, Katy Shackelford, Renna Hadsall, Tony Carson, Lelonie Luft

Non-Voting Member Present: Mayor McCabe

- 1.0 Welcome
- 2.0 Minutes: March Minutes were presented to the Committee. Ms. Hedsall motioned to approve the minutes as written and Ms. Shackelford seconded. All approved and the motion carried.
- 3.0 Tourism Grant applications
 - 3.1 Pekin Insurance Holiday Tournament: Ms. Shackelford motioned to approve the grant for \$1,000, Ms. Luft seconded. All approved and the motioned carried.
 - 3.2 Amateur Softball Association of Illinois: Mrs. Luft motioned to approve the grant for \$1,500, Ms. Hedsall seconded. All approved and the motion passed.
- 4.0 Tourism activities
 - 4.1 Soda Pop Festival – Jay Goldberg – Saturday, July 15th, 2017: Ms. Shackelford reported that the Soda Pop Festival has been cancelled until further notice. Jay Goldberg has returned the grant to the City of Pekin.
 - 4.2 Ledgestone – Seth Friedrich – Nate Heinhold – have been scheduled to present before City Council at the April 24 meeting. No vote for sponsorship funding will be taken at that time.
 - 4.3 Pekin Community Tourism Forum update
 - 4.3.1 Next meeting: May 4th, 2017: Ms. Shackelford reported the Tourism Forum will be taking a new direction as a working group to help prepare a strategic tourism plan for the City of Pekin.
 - 4.4 Community Events: No Report
- 5.0 Advertisements/Public Relations: No Report
- 6.0 Tourism project planning/budget

- 6.1 Beautification Initiatives: Ms. Shackelford reported that staff is preparing a quest for funding to order and install new street furniture, wayfinding, and crosswalks in the historic downtown district. The request is for \$150,000 and would use TIF funding if approved by Council.
- 6.2 BikePekin
 - 6.2.1 Bike Racks & Pedestrian crossings: Ms. Shackelford reported that Bike Racks have been completed and are awaiting next steps.

Other business

- PACVB updates
- Enjoy Pekin/Chamber updates
- Discussion: Guidelines for Enjoy Pekin Tourism Grants, Tourism Sponsorship Guidelines, and Changing the City Code "Event Meadow" under the Liquor Code.

Meeting Adjourned at 5:10 pm

Next meeting – Tuesday, May 9, 2017 at 4:00, Pekin City Hall



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 14, 2017

From: Paula Gensel, Admin Asst.

Katy Shackelford, City Planner

AGENDA ITEM: Enjoy Pekin Tourism Minutes May 9, 2017

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Approve Enjoy Pekin Tourism Minutes May 9, 2017

DESCRIPTION: Approve Enjoy Pekin Tourism Minutes May 9, 2017

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**Enjoy Pekin – Tourism Committee Meeting
Tuesday, May 9, 2017
City Hall – 4:00pm**

MINUTES

Voting Members Present: Emily Lambe, Katy Shackelford, Lelonie Luft, Tony Carson

Voting Members Absent: Renna Hadsall

- 1.0 Welcome
- 2.0 Approval of April Minutes
- 3.0 Hospitality
 - 3.1 Events
 - 3.1.1 Ledgestone – Seth Friedrich/Nate Heinhold will be present for June 12 Council Meeting for sponsorship request for \$10,000
 - 3.1.2 A Funny Thing Happened in Pekin was cancelled due to low ticket sales
 - 3.1.3 Pekin Park District 115 Year Anniversary Celebration
 - 3.1.4 Fourth Friday's: The Pekin Chamber is working with the Morton Chamber and other Tazewell area communities to launch a Forth Friday's event to celebrate arts and culture throughout Tazewell County. Established on the heels of the success of First Friday's in Peoria, Fourth Fridays will allow visitors to show, eat, and browse art for extended hours on the fourth Friday of each month. May will be the first month the event takes place and it will run through the fall. For a nominal fee paid to the Pekin Chamber, businesses can get their name on the Tazewell Loop map to be featured on the route.
 - 3.2 Grant Applications
 - 3.2.1 Amateur Softball Association of Illinois - January Shootout (Jan 20-22, 2017). Mrs. Luft motioned to approve the grant for \$3,846.67, Mrs. Lamb seconded. Vote 4-0 in favor. The motion is approved. Due to the amount of the grant, the application must be approved by council with the recommendation of the Tourism Committee.
 - 3.2.2 Amateur Softball Association of Illinois - January Classic (Jan 27-29, 2017). Mrs. Lamb motioned to approve the grant for \$4,344.67, Mrs. Luft seconded. Vote 4-0 in favor. The motion is approved. Due to the amount of the grant, the application

must be approved by council with the recommendation of the Tourism Committee.

- 3.2.3 Amateur Softball Association of Illinois - Winter Blues (Feb 3-5, 2017). Mrs. Luft motioned to approve the grant for \$3,830.00, Mrs. Lamb seconded. Vote 4-0 in favor. The motion is approved. Due to the amount of the grant, the application must be approved by council with the recommendation of the Tourism Committee.

3.3 PACVB Updates

- 3.3.1 Mrs. Luft has joined the staff of the Peoria Area Convention and Visitors Bureau as the Convention Sales Manager. She reminded the group about the Mardi Gras in May event on Water Street in Peoria. Mrs. Luft also announced the PACVB will be holding a press conference May 18 at 10 am to reveal the 6 locations of the new bike share in the Peoria area.

3.4 Pekin Chamber Updates

- 3.4.1 The Pekin Chamber reported they are willing to cover the cost of any business in Pekin participating in Forth Fridays as long as they commit to participating and remaining open for the entire season.

4.0 Infrastructure

4.1 Beautification Initiatives

- 4.1.1 Recap: Pick Up Pekin: Ms. Shackelford reported that over 40 participants joined staff to volunteer to clean up downtown Pekin on May 6. Flowerbeds were planted, weeds were pulled, litter was removed, resulting in a dramatic improvement to many of the public spaces in and around downtown. Volunteers also were seen working throughout Pekin at different sites like the Kiwanis adopted garden and Pekin Public Housing. Ms. Shackelford hopes to have many more events like this in the future and focus on different areas of the community each time.
- 4.1.2 Spruce Up Week: Staff reported Spruce Up Week was a huge success and the Streets Department was applauded for their hard work and dedication to keeping up with the demand. Mr. Carson suggested that another event may be good to take place in the fall.
- 4.1.3 Downtown Streetscaping: Ms. Shackelford reported that the Council approved the purchase of street furniture and crosswalk repair at the previous night's meeting. Installation of the furniture should be complete by July.
- 4.1.4 Bike Pekin Bike Racks: Ms. Shackelford reported that the Bike Pekin Bike Racks will be installed along with the street furniture that was approved by council.

5.0 Promotion

- 5.1 National Tourism Week. Ms. Shackelford reminded the group that May 7 through 14 is National Tourism week and shared an article from the Peoria Journal Star about the economic impact of tourism.

- 5.2 Bike Month: Ms. Shackelford informed the group that May is also National Bike Month and encouraged involving bicycles in the Forth Friday's event.
- 6.0 Attraction
 - 6.1 Asset Map Development: Mrs. Luft and Mrs. Lamb mentioned that they had participated in an asset mapping strategy with the Committee previously and an excel file may be available to help begin the process.
- 7.0 Other Business
 - Discussion: Guidelines for Enjoy Pekin Tourism Grants, Tourism Ordinance, and Tourism Sponsorship Guidelines.

Next meeting – Tuesday, June, 13 2017 at 4:00, Pekin City Hall



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 20, 2017

From: John Lebegue, Building & Inspections

John Lebegue, Building & Inspections

AGENDA ITEM: Building Department Report - May 2017

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Receive and File May 2017 Building Department Report

DESCRIPTION: May 2017 Building Department Report

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: <Insert the impact if approved>>

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Cash Receipts

Receipt Listing by GL

User: beps
 Printed: 06/20/2017 - 5:51 AM



City Of Pekin
 in S. Capitol
 Pekin, IL 61554

Account Number Receipt No	Void	Cust No Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-420500			Hvac License			
00399231	False	028253 Baker Group		5/10/2017	HVAC License	100.00
					Fund: 100	Total:
						100.00
100-793-420800			Electrical Contractors License			
00396831	False	027470 Joseph Mangieri		5/3/2017	Electrical License	100.00
00399511	False	026498 RAB Electric Inc		5/12/2017	Electrical License	100.00
00399585	False	026745 Aeschliman Electric Inc		5/12/2017	Electrical License	100.00
					Fund: 100	Total:
						300.00
100-793-425500			Hvac Permit			
00395740	False	000000 Fritch Heating and Cooling		5/2/2017	HVAC Permit	20.00
00395746	False	000000 Kalman Engineering		5/2/2017	HVAC Permit	20.00
00395766	False	000000 Covenant Heating and Air		5/2/2017	HVAC Permit	40.00
00395767	False	000000 Covenant Heating and Air		5/2/2017	HVAC Permit	40.00
00396839	False	000000 Lindsey Heating and Air		5/4/2017	HVAC Permit	40.00
00397025	False	000000 Accurate Heating and Cooling		5/4/2017	HVAC Permit	40.00
00399008	False	000000 Lindsey Heating and Air		5/9/2017	HVAC Permit	20.00
00399018	False	000000 Accurate Heating		5/9/2017	HVAC Permit	40.00
00399364	False	000000 Baker Group		5/11/2017	HVAC Permit	321.00
00399365	False	000000 Lindsey Heating and Air		5/11/2017	HVAC Permit	40.00
00399691	False	000000 Covenant Heating and Air		5/15/2017	HVAC Permit	40.00
00399692	False	000000 Covenant Heating and Air		5/15/2017	HVAC Permit	40.00
00399695	False	000000 Fritch Heating and Cooling		5/15/2017	HVAC Permit	20.00
00399696	False	000000 Fritch Heating and Cooling		5/15/2017	HVAC Permit	40.00
00400157	False	000000 Schuck Heating and Cooling		5/17/2017	HVAC Permit	20.00
00400544	False	000000 Covenant Heating and Air		5/22/2017	HVAC Permit	20.00
00400545	False	000000 Covenant Heating and Air		5/22/2017	HVAC Permit	40.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00400558	False	000000	Kalman Engineering		5/22/2017	HVAC Permit	40.00
00400560	False	000000	Cordis Heating and Air		5/22/2017	HVAC Permit	20.00
00400561	False	000000	Cordis Heating and Air		5/22/2017	HVAC Permit	40.00
00400562	False	000000	Cordis Heating and Air		5/22/2017	HVAC Permit	40.00
00400563	False	000000	Cordis Heating and Air		5/22/2017	HVAC Permit	20.00
00400564	False	000000	Cordis Heating and Air		5/22/2017	HVAC Permit	80.00
00400568	False	000000	Bratcher Heating and Air		5/22/2017	HVAC Permit	40.00
00401021	False	000000	J&H Heating		5/22/2017	HVAC Permit	40.00
00401022	False	000000	Staats Service Today		5/22/2017	HVAC Permit	40.00
00401024	False	000000	Staats Service Today		5/22/2017	HVAC Permit	40.00
00401036	False	000000	Kalman Engineering		5/22/2017	HVAC Permit	40.00
00401043	False	000000	Kalman Engineering		5/22/2017	HVAC Permit	40.00
00401053	False	000000	Kalman Engineering		5/22/2017	HVAC Permit	40.00
00401064	False	000000	Kalman Engineering		5/22/2017	HVAC Permit	20.00
00402508	False	000000	Bratcher Heating and Air		5/24/2017	HVAC Permit	40.00
00403291	False	000000	Cordis Heating and Air		5/26/2017	HVAC Permit	40.00
00403292	False	000000	Cordis Heating and Air		5/26/2017	HVAC Permit	20.00
00403293	False	000000	Cordis Heating and Air		5/26/2017	HVAC Permit	20.00
00404621	False	000000	Fritch Heating and Cooling		5/31/2017	HVAC Permit	20.00
00404622	False	000000	Fritch Heating and Cooling		5/31/2017	HVAC Permit	20.00
00404893	False	000000	Howard Sly		5/31/2017	HVAC Permit	40.00
Total: 1,561.00							
100-793-425700							
	Special Use Permit						
00399721	False	028252	Absolute Auto Works		5/10/2017	Special Use Permit	250.00
00399466	True	026300	Stephen Bresnahan		5/11/2017	Special Use Permit	50.00
00399491	False	026300	Stephen Bresnahan		5/11/2017	Special Use Permit	50.00
00400360	False	028230	Big R Store		5/19/2017	Special Use Permit	50.00
Total: 400.00							
100-793-426000							
	Electrical Permits						
00395764	False	000000	L&F Electric		5/2/2017	Electrical Permit	43.00
00395765	False	000000	TJ Lowe & Co.		5/2/2017	Electrical Permit	43.00
00396832	False	000000	Mangieri Electric		5/3/2017	Electrical Permit	103.00
00396836	False	000000	John Betson		5/4/2017	Electrical Permit	43.00
00396837	False	000000	John Betson		5/4/2017	Electrical Permit	43.00

Account Number Receipt No	Void	Cust No Name	Account Description	Receipt Date	Line Item Description	Amount
00396841	False	000000 Jenny Rose		5/4/2017	Electrical Permit	43.00
00396844	False	000000 Meister Electric		5/4/2017	Electrical Permit	43.00
00399000	False	000000 Ian Dawson		5/9/2017	Electrical Permit	26.00
00399010	False	000000 Schwartz Electric		5/9/2017	Electrical Permit	61.00
00399083	False	000000 Nelson Towerly		5/9/2017	Electrical Permit	26.00
00399133	False	000000 Don Hayes		5/9/2017	Electrical Permit	26.00
00399357	False	000000 Frank Noyes		5/10/2017	Electrical Permit	31.00
00399499	False	000000 Porter Electric		5/11/2017	Electrical Permit	43.00
00399536	False	000000 RAB Electric		5/12/2017	Electrical Permit	43.00
00399694	False	000000 Aeschliman Electric		5/15/2017	Electrical Permit	31.00
00399699	False	000000 Fryman Electric		5/15/2017	Electrical Permit	43.00
00399935	False	000000 RAB Electric		5/16/2017	Electrical Permit	43.00
00400059	False	000000 Meister Electric		5/17/2017	Electrical Permit	26.00
00400060	False	000000 Kaiser Electric		5/17/2017	Electrical Permit	43.00
00400061	False	000000 Laser Electric		5/17/2017	Electrical Permit	43.00
00400065	False	000000 Fryman Electric		5/17/2017	Electrical Permit	43.00
00400156	False	000000 L&F Electric		5/17/2017	Electrical Permit	43.00
00400524	False	000000 Nicholas Alexander		5/19/2017	Electrical Permit	43.00
00400546	False	000000 Morton Electrical Design		5/22/2017	Electrical Permit	43.00
00402426	False	000000 L&F Electric Inc.		5/24/2017	Electrical Permit	835.00
00402513	False	000000 Ken Taylor		5/24/2017	Electrical Permit	43.00
00402898	False	000000 J Hulick Electric		5/24/2017	Electrical Permit	43.00
00404624	False	000000 Kaiser Electrical Contractors		5/31/2017	Electrical Permit	26.00
00404625	False	000000 L&F Electric Inc.		5/31/2017	Electrical Permit	265.00
00404626	False	000000 Porter Electric LLC		5/31/2017	Electrical Permit	43.00
00404936	False	000000 CIES		5/31/2017	Electrical Permit	43.00
100-793-426400					Fund: 100	2,316.00
			Building And Rezoning Permit		Total:	
00395430	False	000000 Michael Weghorst		5/2/2017	Building Rezoning Permits	59.00
00395732	False	000000 B&W mechanical		5/2/2017	Building Rezoning Permits	53.00
00395736	False	000000 13LLC		5/2/2017	Building Rezoning Permits	215.00
00395743	False	000000 Randal Diekhoff		5/2/2017	Building Rezoning Permits	83.00
00395744	False	000000 Litwiller Exv.z		5/2/2017	Building Rezoning Permits	20.00
00395752	False	000000 Wayne Litwiller Exv.		5/2/2017	Building Rezoning Permits	191.20
00395753	False	000000 Robert Cordis		5/2/2017	Building Rezoning Permits	20.00

CR - Cash Receipts Proof List by GL (06/20/2017 - 5:51 AM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00395754	False	000000	American Dream		5/2/2017	Building Rezoning Permits	89.00
00395756	False	000000	American Dream		5/2/2017	Building Rezoning Permits	53.00
00395758	False	000000	American Dream		5/2/2017	Building Rezoning Permits	62.00
00395759	False	000000	American Dream		5/2/2017	Building Rezoning Permits	53.00
00395761	False	000000	Kaye Scott		5/2/2017	Building Rezoning Permits	20.00
00395763	False	000000	Burling and Son		5/2/2017	Building Rezoning Permits	59.00
00396833	False	000000	American Deck & Sunroom		5/3/2017	Building Rezoning Permits	62.00
00396840	False	000000	James Hasty		5/4/2017	Building Rezoning Permits	20.00
00396846	False	000000	Rocky Top Inc.		5/4/2017	Building Rezoning Permits	65.00
00396847	False	000000	Rocky Top Inc.		5/4/2017	Building Rezoning Permits	50.00
00396848	False	000000	Todd Vansaghi		5/4/2017	Building Rezoning Permits	76.00
00397026	False	000000	Lori Picken		5/4/2017	Building Rezoning Permits	20.00
00397111	False	000000	Jackman Construction		5/4/2017	Building Rezoning Permits	86.00
00397160	False	000000	Michael Nevin		5/4/2017	Building Rezoning Permits	20.00
00397305	False	000000	Hoffman Concrete		5/4/2017	Building Rezoning Permits	20.00
00398321	False	000000	Jed Allen		5/8/2017	Building Rezoning Permits	62.00
00398997	False	000000	Nancy Polhans		5/9/2017	Building Rezoning Permits	20.00
00398998	False	000000	Kim Spiker		5/9/2017	Building Rezoning Permits	68.00
00398999	False	000000	Scott King		5/9/2017	Building Rezoning Permits	53.00
00399001	False	000000	Ian Dawson		5/9/2017	Building Rezoning Permits	20.00
00399003	False	000000	Riley Renovations		5/9/2017	Building Rezoning Permits	20.00
00399006	False	000000	Brian Schwark 0195		5/9/2017	Building Rezoning Permits	65.00
00399007	False	000000	Liberty Baptist Church		5/9/2017	Building Rezoning Permits	20.00
00399009	False	000000	Thomas Lappie		5/9/2017	Building Rezoning Permits	53.00
00399068	False	000000	Philip McCabe		5/9/2017	Building Rezoning Permits	20.00
00399082	False	000000	Nelson Towerly		5/9/2017	Building Rezoning Permits	20.00
00399084	False	000000	Rocky Top Roofing		5/9/2017	Building Rezoning Permits	68.00
00399132	False	000000	Johnny Orr		5/9/2017	Building Rezoning Permits	20.00
00399219	False	000000	Watertight Exteriors		5/10/2017	Building Rezoning Permits	107.00
00399265	False	000000	Shane Boggs		5/10/2017	Building Rezoning Permits	20.00
00399268	False	000000	Fedi Davidovics		5/10/2017	Building Rezoning Permits	40.00
00399367	False	000000	Mark Bale		5/11/2017	Building Rezoning Permits	20.00
00399368	False	000000	Nicole Kelso		5/11/2017	Building Rezoning Permits	35.00
00399369	False	000000	Koener Trucking		5/11/2017	Building Rezoning Permits	40.00
00399397	False	000000	James Wiles		5/11/2017	Building Rezoning Permits	50.00

Account Number Receipt No	Void	Cust No Name	Account Description	Receipt Date	Line Item Description	Amount
00399446	False	00000	Ernest & Nancy Parker	5/11/2017	Building Rezoning Permits	65.00
00399486	False	00000	Benassi Roofing	5/11/2017	Building Rezoning Permits	59.00
00399492	False	00000	Morgan Construction	5/11/2017	Building Rezoning Permits	20.00
00399500	False	00000	Gerald Paul	5/11/2017	Building Rezoning Permits	50.00
00399594	False	00000	Jennifer Grim	5/12/2017	Building Rezoning Permits	20.00
00399693	False	00000	Tazewell Concrete	5/15/2017	Building Rezoning Permits	20.00
00399697	False	00000	Owner	5/15/2017	Building Rezoning Permits	20.00
00399698	False	00000	Ryan Hazelwood	5/15/2017	Building Rezoning Permits	50.00
00399700	False	00000	Jason Fontana	5/15/2017	Building Rezoning Permits	20.00
00399829	False	00000	Patricia Shields	5/15/2017	Building Rezoning Permits	40.00
00400058	False	00000	Karen Woivode	5/17/2017	Building Rezoning Permits	65.00
00400062	False	00000	Benassi Roofing	5/17/2017	Building Rezoning Permits	53.00
00400063	False	00000	Patrick Thompson	5/17/2017	Building Rezoning Permits	575.00
00400064	False	00000	Rockie Snell	5/17/2017	Building Rezoning Permits	242.00
00400149	False	00000	ABC Roofing	5/17/2017	Building Rezoning Permits	20.00
00400150	False	00000	Kalley Everly	5/17/2017	Building Rezoning Permits	35.00
00400152	False	00000	Homes Like Ours	5/17/2017	Building Rezoning Permits	65.00
00400153	False	00000	Brian Benassi	5/17/2017	Building Rezoning Permits	20.00
00400154	False	00000	Benassi Roofing	5/17/2017	Building Rezoning Permits	40.00
00400155	False	00000	Precision Home Renovations Inc	5/17/2017	Building Rezoning Permits	76.00
00400158	False	00000	Rocky Top Inc	5/17/2017	Building Rezoning Permits	20.00
00400162	False	00000	Level Concrete	5/17/2017	Building Rezoning Permits	20.00
00400216	False	00000	Ashlee Brush	5/18/2017	Building Rezoning Permits	20.00
00400498	False	00000	Donald Hall	5/19/2017	Building Rezoning Permits	20.00
00400499	False	00000	Melissa Myers	5/19/2017	Building Rezoning Permits	59.00
00400524	False	00000	Nicholas Alexander	5/19/2017	Building Rezoning Permits	20.00
00400547	False	00000	Joe Szadkowski Jr.	5/22/2017	Building Rezoning Permits	65.00
00400548	False	00000	ABC roofing	5/22/2017	Building Rezoning Permits	104.00
00400549	False	00000	ABC Roofing	5/22/2017	Building Rezoning Permits	62.00
00400550	False	00000	ABC Roofing	5/22/2017	Building Rezoning Permits	116.00
00400551	False	00000	ABC Roofing	5/22/2017	Building Rezoning Permits	59.00
00400552	False	00000	ABC Roofing	5/22/2017	Building Rezoning Permits	20.00
00400553	False	00000	ABC Roofing	5/22/2017	Building Rezoning Permits	20.00
00400555	False	00000	Joe Fish	5/22/2017	Building Rezoning Permits	20.00
00400557	False	00000	Kalman Engineering	5/22/2017	Building Rezoning Permits	20.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00400559	False	000000	T&J Excavating		5/22/2017	Building Rezoning Permits	20.00
00400565	False	000000	Patel		5/22/2017	Building Rezoning Permits	20.00
00400566	False	000000	Dan Downard		5/22/2017	Building Rezoning Permits	20.00
00400567	False	000000	Porter Electric		5/22/2017	Building Rezoning Permits	26.00
00400723	False	000000	Bayview Exterior		5/22/2017	Building Rezoning Permits	59.00
00400724	False	000000	TCM		5/22/2017	Building Rezoning Permits	80.00
00401026	False	000000	David Turnbow		5/22/2017	Building Rezoning Permits	20.00
00401028	False	000000	Rick Hammond		5/22/2017	Building Rezoning Permits	20.00
00401033	False	000000	Angela McCabe		5/22/2017	Building Rezoning Permits	50.00
00401083	False	000000	Rocky Top		5/22/2017	Building Rezoning Permits	40.00
00401335	False	000000	Eric McFarland		5/22/2017	Building Rezoning Permits	20.00
00401390	False	000000	James Roland		5/23/2017	Building Rezoning Permits	125.00
00401937	False	000000	Heidi Edwards		5/23/2017	Building Rezoning Permits	215.00
00401947	False	000000	Benjamin Leno		5/24/2017	Building Rezoning Permits	35.00
00401948	False	000000	Dr. Chao Yang		5/24/2017	Building Rezoning Permits	92.00
00401949	False	000000	David Hanna		5/24/2017	Building Rezoning Permits	20.00
00401950	False	000000	Morgan Construction		5/24/2017	Building Rezoning Permits	20.00
00401951	False	000000	Angela Call		5/24/2017	Building Rezoning Permits	20.00
00401952	False	000000	Larson and Larson Builders		5/24/2017	Building Rezoning Permits	1,571.00
00401954	False	000000	Rocky Top		5/24/2017	Building Rezoning Permits	59.00
00401955	False	000000	Rocky Top		5/24/2017	Building Rezoning Permits	59.00
00401956	False	000000	Rocky Top		5/24/2017	Building Rezoning Permits	62.00
00401957	False	000000	Rocky Top		5/24/2017	Building Rezoning Permits	62.00
00401958	False	000000	American Dream		5/24/2017	Building Rezoning Permits	62.00
00401959	False	000000	American Dream		5/24/2017	Building Rezoning Permits	71.00
00401961	False	000000	American Dream		5/24/2017	Building Rezoning Permits	56.00
00402425	False	000000	Judy Waggoner		5/24/2017	Building Rezoning Permits	35.00
00402509	False	000000	Benassi Roofing		5/24/2017	Building Rezoning Permits	62.00
00402510	False	000000	Benassi Roofing		5/24/2017	Building Rezoning Permits	59.00
00402516	False	000000	Darris Shorey		5/24/2017	Building Rezoning Permits	53.00
00402898	False	000000	J Hulick Electric		5/24/2017	Building Rezoning Permits	20.00
00403025	False	000000	CTGabbert		5/24/2017	Building Rezoning Permits	113.00
00403026	False	000000	Mike Whitel		5/24/2017	Building Rezoning Permits	20.00
00403219	False	000000	Jennifer Byrd		5/24/2017	Building Rezoning Permits	20.00
00403294	False	000000	Rob Hartleroad		5/26/2017	Building Rezoning Permits	53.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00403295	False	000000	Larry Coggin		5/26/2017	Building Rezoning Permits	20.00
00403296	False	000000	Whispering Pines Woodshop		5/26/2017	Building Rezoning Permits	125.00
00403414	False	000000	John Johnson		5/26/2017	Building Rezoning Permits	20.00
00403455	False	000000	ABC Roofing		5/26/2017	Building Rezoning Permits	62.00
00403456	False	000000	ABC Roofing		5/26/2017	Building Rezoning Permits	53.00
00404623	False	000000	Mathew Stropes Attorney		5/31/2017	Building Rezoning Permits	20.00
00404626	False	000000	Porter Electric LLC		5/31/2017	Building Rezoning Permits	43.00
00404627	False	000000	David Callahan		5/31/2017	Building Rezoning Permits	20.00
00404628	False	000000	Poston Plumbing		5/31/2017	Building Rezoning Permits	62.00
00404629	False	000000	Bruce Ekhoft Builders Inc.		5/31/2017	Building Rezoning Permits	56.00
00404630	False	000000	Nick Oyler		5/31/2017	Building Rezoning Permits	20.00
00404894	False	000000	Mecon Building Corp.		5/31/2017	Building Rezoning Permits	593.00
00404895	False	000000	Per Boe		5/31/2017	Building Rezoning Permits	35.00
00404896	False	000000	Kitty Patterson		5/31/2017	Building Rezoning Permits	20.00
00404939	False	000000	Scott Gregory		5/31/2017	Building Rezoning Permits	20.00
00405053	False	000000	James Roland		5/31/2017	Building Rezoning Permits	40.00
00405056	False	000000	Mr. Pale		5/31/2017	Building Rezoning Permits	20.00
00405298	False	000000	Palmeri Roofing		5/31/2017	Building Rezoning Permits	127.00
00405303	False	000000	Fix My Gaget Inc.		5/31/2017	Building Rezoning Permits	95.00
Total:							9,368.20
Fund: 100							9,368.20
Plumbing Permits							
00395727	False	000000	Maquet Plumbing		5/2/2017	Plumbing Inspections	58.00
00396838	False	000000	Atlantic Contractors		5/4/2017	Plumbing Inspections	25.00
00396845	False	000000	Brett Lahood INC		5/4/2017	Plumbing Inspections	20.00
00399004	False	000000	Covenant Heating and Air		5/9/2017	Plumbing Inspections	20.00
00399005	False	000000	Covenant Heating and Air		5/9/2017	Plumbing Inspections	20.00
00399011	False	000000	Maquet Plumbing		5/9/2017	Plumbing Inspections	20.00
00399012	False	000000	Maquet Plumbing		5/9/2017	Plumbing Inspections	25.00
00399069	False	000000	Tazewell Plumbing		5/9/2017	Plumbing Inspections	20.00
00399076	False	000000	Tazewell Plumbing		5/9/2017	Plumbing Inspections	20.00
00399357	False	000000	Frank Noyes		5/10/2017	Plumbing Inspections	46.00
00399366	False	000000	The Pipo Co.		5/11/2017	Plumbing Inspections	300.00
00399468	False	000000	JC Dillon		5/11/2017	Plumbing Inspections	182.00
00399823	False	000000	Tucker Plumbing		5/15/2017	Plumbing Inspections	16.00
00399824	False	000000	Tucker Plumbing		5/15/2017	Plumbing Inspections	25.00

CR - Cash Receipts Proof List by GL (06/20/2017 - 5:51 AM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00399825	False	000000	Tucker Plumbing		5/15/2017	Plumbing Inspections	25.00
00399827	False	000000	Tucker Plumbing		5/15/2017	Plumbing Inspections	25.00
00399828	False	000000	Tucker Plumbing		5/15/2017	Plumbing Inspections	25.00
00400524	False	000000	Nicholas Alexander		5/19/2017	Plumbing Inspections	64.00
00400556	False	000000	Tazewell Plumbing		5/22/2017	Plumbing Inspections	20.00
00400569	False	000000	Reading and Son		5/22/2017	Plumbing Inspections	25.00
00401953	False	000000	Tazewell Plumbing		5/24/2017	Plumbing Inspections	20.00
00403465	False	000000	Patrick Arnett		5/26/2017	Plumbing Inspections	100.00
Total:							1,101.00
100-793-463600				Code Violation Fines			
00399266	False	000000	Lawyers Trust Fund B-D Lawyers Gr		5/10/2017	Code Violation Fines	100.00
Total:							100.00
100-793-499800				Miscellaneous Receipts			
00398006	False	000000	Cranwill's Drive In, Inc		5/5/2017	Misc Receipts	85.00
00400554	False	000000	Chad Suprunowski		5/22/2017	Misc Receipts	85.00
Total:							170.00
Report Totals:							15,416.20

Code Enforcement Citations by Type - May 2017

Printed: 6/20/2017

Page 1 of 2

Code Descriptor	Permits required for work	Code Identifier	17
Code Descriptor	Nuisances/ Creating & maintaining	Code Identifier	8
Code Descriptor	Parking regulations front yard setback	Code Identifier	4
Code Descriptor	Illegal Business Occupancy	Code Identifier	3
Code Descriptor	Setback requirements	Code Identifier	1
Code Descriptor	Mosquito problem	Code Identifier	1
Code Descriptor	Unsafe structure	Code Identifier	3
Code Descriptor	Structure fire	Code Identifier	5
Code Descriptor	Structure unfit for human occupancy	Code Identifier	8
Code Descriptor	Property maintenance violation	Code Identifier	10
Code Descriptor	Right-of-way obstructions	Code Identifier	7
Code Descriptor	Games(basketball hoops) in R.O.W.	Code Identifier	1

Attachment: Building Department Report May 2017 (1145 : Building Department Report - May 2017)

Code Enforcement Citations by Type

Printed: 6/20/2017

Page 2 of 2

Code Descriptor	Tall grass and weeds	Code Identifier	123
Code Descriptor	Junk cars	Code Identifier	10
Code Descriptor	Junk and debris	Code Identifier	18
Code Descriptor	Dog droppings in yard	Code Identifier	1
Code Descriptor	Non-conforming use/structure	Code Identifier	2
Code Descriptor	Off street parking	Code Identifier	7
Code Descriptor	Illegal home occupation	Code Identifier	1

Attachment: Building Department Report May 2017 (1145 : Building Department Report - May 2017)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 20, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: 2017 IDOT Maintenance Rates

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Receive and file rates for 2017

DESCRIPTION: In 2015 the City entered into an intergovernmental agreement with Illinois Department of Transportation (IDOT) to maintain the State Highways in the City of Pekin. This is a ten year agreement set to expire in 2025. With this agreement the City of Pekin will receive compensation to operate and maintain the state highways which include IL 29 from Koch Street to Coolidge and Court Street from 2nd Street to Veterans. This consists of routine maintenance operations such as snow and ice control, cleaning the streets and medians, pothole patching and others. Overall this agreement allows the City to have some determination on the level of service that these routes receive due to the importance of these roads for the City. For this fiscal year for the State the City of Pekin will receive \$99,230.71 for the maintenance. The computation sheet is attached for your reference. It should be noted that once Veterans/VFW is transferred to the State, the sections of IL 9 from Fifth Street to Veterans will be removed from this agreement and the compensation will be modified.

FINANCIAL IMPACT: \$99,230.71 deposited into the general fund

NEIGHBORHOOD CONCERNS: level of service of maintaining the highway

IMPACT IF APPROVED: N/A

IMPACT IF DENIED: N/A

ALTERNATIVES: terminate the agreement with IDOT

RELATED TO EFFICIENCY STUDY:

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

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

A Safe Community. To protect community life and property by providing

	effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

May 22, 2017

Ms. Sue E. McMillan

City Clerk
111 South Capitol Street
Pekin, Illinois 61554

Dear Ms. Beth Ball:

The State of Illinois, acting through its Department of Transportation, entered into an agreement for the Maintenance of Municipal Streets with your municipality.

This letter is to inform you the Department finds the terms of this agreement to be satisfactory and is hereby exercising its options to extend the agreement to cover the 12-month period beginning July 1, 2017.

An updated Computation Sheet(s) for this period is attached. The adjustment factor used to determine the rates of compensation shown on the computation sheet has been increased to 6.23 to reflect the 3.02% increase in the *Construction Cost Index* published by the Engineering News Record. In addition, the computation sheet has been reviewed to ensure your municipality is being compensated correctly for the State highways it maintains.

Consequently, the Department will pay your municipality \$99,230.71, as compensation for the satisfactory maintenance and operation of the streets for this 12-month extension of the agreement. ✓

If you have any questions or need additional information, please contact Susan Davis at (309) 671-4485.

Sincerely,

Kensil A. Garnett, P.E.
Region Three Engineer

SD/lmh

o:\op\gen\winword\serv&dev\davis\2018maintenanceagreementletters\pekin_18.docx

Attachment

cc: Central Office
File

Attachment: 2017 IDOT Maintenance Letter (1146 : 2017 IDOT Maintenance Rates)

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION CITY OF PEKIN																	
CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY 18															For the Period Beginning July 1, 2017 Ending June 30, 2018		
ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADT	ADT/ LANES	SOURCE	RATE PER LN. MI.	ADJ. FACTOR	ROUTE TOTALS
ILL 9		One Way EB															
		*Margret	Second	Sixth	40' & var	C/S	28	3-of 3	left/center	2434	1.38	5888	1963	2012	421.30	6.23	\$3,622.08
		Margret	sixth	court & Eighth	40' & var	C/S	30	2 of2		1079	0.41	7300	3650	2013	532.50	6.23	\$1,360.16
ILL 9		One Way WB														6.23	
		Eighth	court	Broadway	60'	C/S	30'	2 of4	Center	300	0.11	8400	4200	2013	560.00	6.23	\$383.77
		Eighth	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	All	300	0.11	8900	4450	2013	572.50	6.23	\$392.33
		Ann Eliza	Eighth	Fifth	30'	C/S	30'	2 of 2	All	1253	0.48	5500	2750	2013	487.50	6.23	\$1,457.82
ILL 9/29		*Ann Eliza	Fifth	Second	36'	C/S	24'	2 OF 3	left/center	1854	0.7	6866	3433	2013	521.65	6.23	\$2,274.92
		Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	3550	1183	2013	343.30	6.23	\$299.43
ILL 9		Two-Way														6.23	
		Court	Eighth	160' W. of Hilltop rd.	52'	C/S	10' &11'	5 of5	Center	10610	10.05	18925	3785	2013	539.25	6.23	\$33,763.25
		Court	160' W. of Hilltop Drive	TR93A (Mall Rd.)	52'	C/S	10' &11'	2 of 4	Center	6072	2.3	11327	5664	2013	613.28	6.23	\$8,787.69
		Court	300' W. of Pwy	300' W. of Cottage Grove Ave.			4' &var	C & G		600	0.11	23900		2013	330.00	6.23	\$226.15
		Court	160' W. of Hilltop Drive	TR93A (Mall Rd.)			4' &var	C & G		6072	1.15			2011	330.00	6.23	\$2,364.29
ILL 9	Lt. Turn lanes	Court		Valle Vista			12	1		186	0.04	22800	22800	2013	956.00	6.23	\$238.24
	3-Lt. Turn EB	Court	Valle Vista	Olt			12 var	3		430	0.24	18600	6200	2013	624.00	6.23	\$933.00
	2-Lt. Turn WB	Court	Olt	Valle Vista			12 var	2		293	0.11	18600	9300	2013	686.00	6.23	\$470.12
	3-Lt. Turn EB	Court	Olt	Barney Dr.			12 var	3		583	0.33	18600	6200	2013	624.00	6.23	\$1,282.88
	2-Lt. Turn WB	Court	Barney Dr.	Olt			12 var	2		237	0.09	18600	9300	2013	686.00	6.23	\$384.64
	3-Lt. Turn EB	Court	Barney Dr.	Veterans			12 var	3		624	0.354	13100	4367	2013	568.35	6.23	\$1,253.45
	3-Lt. Turn WB	Court	Veterans	Barney Dr.			12 var	3		555	0.315	13100	4367	2013	568.35	6.23	\$1,115.36
	Lt. Turn WB	Court	E of Veterans	Veterans			12 var	1		306	0.06	6550	6550	2013	631.00	6.23	\$235.87
ILL 29		Second	Koch	3rd street connection	40'	C & S	24'	3 of 3	Center	4900	2.79	13250	4417	2013	570.85	6.23	\$9,922.34
	Lt. Turn	Second	N. of Derby				12'	1		210	0.04	13400	13400	2013	768.00	6.23	\$191.39
	Rt. Turn	Second	S. of Derby				12'	1		200	0.04	13100	13100	2013	762.00	6.23	\$189.89
		Second	3rd St connection	Washington	var	C & S	10'-12'	4 of 4		500	0.38	7500	1875	2013	412.50	6.23	\$976.55
	Median	Second	Franklin	3rd St.	var		4' & var	raised		1000	0.19			2011	330.00	6.23	\$390.62
	Lt. Turn	Second		Washington			21'	1		200	0.04	7500	7500	2013	650.00	6.23	\$161.98
		Second	Washington	Franklin	var	C & S	10'-12'	4		500	0.38	7500	1875	2013	412.50	6.23	\$976.55
		Second	Franklin	Magaret	40'	C & S	12'	3 of 3		2550	1.45	7500	2500	2013	475.00	6.23	\$4,290.91
		*Second	Magaret	Ann Eliza	40'	C & S	12'	3 of 3		220	0.13	3550	1183	2013	343.30	6.23	\$278.04
	Lt. Turn	Second		Court St.			12'	1		250	0.05	6000	6000	2013	620.00	6.23	\$193.13
	3rd st.		2nd st connection	Margaret	30'	C & S	12'	2 of 2		2940	1.11	7050	3525	2013	526.25	6.23	\$3,639.18
	Lt. Turn	3rd st.		Margaret		C & S	12'	1		150	0.03	7050	7050	2013	641.00	6.23	\$119.80
ILL 9		*3rd st.	Margaret	Ann Eliza		C & S	12'	2 of 2		220	0.08	4550	2275	2013	452.50	6.23	\$225.53
ILL 29		Fifth	Ann Eliza	Charlotte	40'	C & S	36'	3 of 3		1576	0.9	11450	3817	2013	540.85	6.23	\$3,032.55
		Fifth	Charlotte	Eight			38'	3 of 3		513	0.29	11450	3817	2013	540.85	6.23	\$977.15
		Fifth	Margaret	Ann Eliza			24'	2 of 2		200	0.08	8600	4300	2013	565.00	6.23	\$281.60
	Lt. Turn	Fifth	S of Ann Eliza				10	1		100	0.02	8600	8600	2013	672.00	6.23	\$83.73
	Lt. Turn	Fifth	N. of Margaret				10'	1		100	0.02	8600	8600	2013	672.00	6.23	\$83.73
	Median	Fifth	Eighth	Ann Eliza			10' & var	flush		2164	0.41			2013	165.00	6.23	\$421.46
		Eighth	Fifth	4'N of Colidge Ave.	60'	C & S	58'	5 of 5		3700	3.5	19800	3960	2013	548.00	6.23	\$11,949.14
									TOTAL	Lane miles	30.409				Total amount		\$99,230.71

Attachment: 2017 IDOT Maintenance Comp (1146 : 2017 IDOT Maintenance Rates)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 12, 2017

From: John Dossey, Police Chief

AGENDA ITEM: Police Department Monthly Stats

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Receive and File Police Department Monthly Stats – May 2017

DESCRIPTION: Police Department Monthly Stats – May 2017

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR MAY 2017**

	MAY 2016	APRIL 2017	MAY 2017
TRAFFIC TICKETS	560	620	349
WARNING TICKETS	252	215	214
OFFENSES	504	422	326
ARRESTS	308	260	187
PARKING TICKETS	184	28	17
STOPS	640	676	483
IMPOUNDS	NA	32	21

MUNICIPAL ORDINANCE TICKETS

NUMBER OF MUNICIPAL ORDINANCE TICKETS WRITTEN 91
 NUMBER OF TICKETS PAID OVER THE COUNTER 15
 FINES COLLECTED OVER THE COUNTER \$3650

PARKING TICKETS

PARKING TICKETS WRITTEN 17
 PARKING TICKETS PAID OVER THE COUNTER 15
 PARKNG FINES COLLECTED \$355

IMPOUNDS

IMPOUNDS 21
 IMPOUNDS PAID 17
 IMPOUND FINES COLLECTED \$8500



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 16, 2017

From: John Lebegue, Building & Inspections

John Lebegue, Building & Inspections

AGENDA ITEM: Pekin Plan Commission Minutes Dated May 10, 2017

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Receive and File Pekin Plan Commission Minutes Dated May 10, 2017

DESCRIPTION: Pekin Plan Commission Minutes Dated May 10, 2017

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: <Insert the impact if approved>>

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

	residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

Pekin Planning Commission Meeting
 Council Chambers
 111 South Capitol Street, 2nd level
 May 10, 2017
 5:30pm

Present:

Bill Craig, Chair
 Steve Thompson
 Chris Deverman

Ron Knautz
 James Ruth

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff present: John Lebegue, Building Inspections/Development Director, and Attorney Scott Kriegsman.

MOTION by Ron Knautz to approve the May 10th, 2017 Agenda, Seconded by Chris Deverman. On roll call vote, all present voted AYE. Motion approved.

MOTION by Chris Deverman to approve the minutes of April 12, 2017, Seconded by James Ruth. On roll call vote, all present voted AYE. Motion approved.

Council Action Reports:

At the April 24, 2017 regular meeting of the Pekin City Council, the members of the City Council unanimously approved the minutes and findings and recommendations of the April 12, 2017 Pekin Plan Commission meeting. Upon review and consideration, the members of the City Council unanimously approved the following applications:

Application #1: Map Amendment for the rezoning of property located on El Camino Drive

Application #2: Special Use for the re-establishment of a church use at 1216 S. 13th Street. (The City Council did not concur with the recommendation of the Plan Commission to deny the application request, and voted unanimously to approve the Special Use request to re-establish a church use at 1216 S. 13th Street.)

Application #3: Special Use for a tire shop / auto repair shop use at 702 S. 2nd Street.

Application #1: Review of annexation application for 1713 S. 2nd Street, Cranwill's drive-in.

Hearing #1 (05-1912): Review of annexation application for 1713 S. 2nd Street, Cranwill's Drive-In Restaurant, with a Legal Description of Lot 22 of Dallas Subdivision No. 2, being a Subdivision of Lot "A" of Lot 40 being a part of the Northeast Quarter of Section 9, Township 24 North, Range 5 West of the Third Principal Meridian, as shown on the Plat thereof recorded in Plat Book "L", Page 135 of the records of the Recorder of Tazewell County, Illinois, situated in Tazewell County, Illinois, with the following P.I.N. 10-10-09-205-011.

Hearing #1 (05-1912): Open Public Hearing: 5:38pm

Bill Craig, Chair entertained a motion for discussion.

Upon review of the annexation request for the property located at 1713 S. 2nd Street, the members of the Plan Commission found the annexation request beneficial to the City of Pekin and the only item of concern expressed was that the dumpster are be properly screened from public view.

Close Public Hearing: 5:39pm

Motion made by Steve Thompson, seconded by Chris Deverman to recommend approval of the annexation request for the property located at 1713 S. 2nd Street. On roll call vote, all present voted Aye. Motion passed.

No public input

Motion made by Ron Knautz, seconded by James Ruth to adjourn. On roll call vote, All present voted Aye. Motion approved. Meeting adjourned at 5:40 pm.

Respectfully submitted:

John R. Lebegue, Building Inspections / Development Director



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 20, 2017

From: Pamela Anderson, Community Development Dir

AGENDA ITEM: 2016 CAPER for CDBG/HUD

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: public hearing for 2016 CAPER

DESCRIPTION: HUD requires a yearly evaluation report stating the accomplished goals for the past program year (May 1, 2016 to April 30, 2017) and performance measurements based from the applicable 5-year Consolidated Plan. These are stated within the 2016 end of the year evaluation document. The draft was on public review from June 25 – July 10, 2017, with a public hearing on June 26th.

FINANCIAL IMPACT: No direct financial impact from approving this end of the year report. Dollars have been expended.

There will be a future amendment to the 2017 program year (current fiscal year) presented to Council to re-allocate CDBG dollars to the current fiscal/program year – date to be determined yet.

NEIGHBORHOOD CONCERNS: A public hearing was scheduled for June 26. Comments will be included within the final CAPER that is submitted to HUD.

IMPACT IF APPROVED: no action requested at this time

IMPACT IF DENIED: no action requested at this time

ALTERNATIVES: 2016 CAPER will be presented to Council for recommended approval at the July 10th Council meeting

RELATED TO EFFICIENCY STUDY

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

A Prosperous Community. To promote and sustain a balanced economy that

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 21, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Public Hearing Annexation

AGENDA DATE REQUESTED: June 26, 2017

DESCRIPTION:

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

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

A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Please publish once, on next available date and forward statement and certificate of publication to Sue E. McMillan, City Clerk, 111 S. Capitol Street, Pekin, IL 61554.

**NOTICE OF PUBLIC HEARING ON ANNEXATION ORDINANCE
TO BE ADOPTED BY THE CITY COUNCIL AND MAYOR
OF THE CITY OF PEKIN, ILLINOIS**

On Monday, June 26, 2017, at 5:30 p.m., a public hearing will be held by the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony as to the adoption of an ordinance under the provisions of 65 ILCS 5/7-1-13, authorizing the execution of an ordinance providing for the annexation to the City of Pekin, Illinois, of a parcel comprising approximately .6 acres of land legally described as follows:

Part of P.I.N. 10-10-09-205-011

LOT TWENTY-TWO of DALLAS SUBDIVISION No. 2 being a subdivision of Lot "A" of Lot Forty (40) being part of the Northeast Quarter of Section 9, Township 24 North, Range 5 West of the Third Principal Meridian, as shown on the Plat thereof recorded in Plat Book "L," Page 135 of the records of the Recorder of Tazewell County, Illinois, situated in Tazewell County, Illinois

Commonly known as 1713 S. 2nd Street, Pekin, IL 61554

It is proposed that the subject property be zoned B-3 (General Business District) and annexed to the City of Pekin pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq and 5/7-1-13. The ordinance and a map of the subject property proposed to be annexed to the City is on file with the City Clerk.

All interested parties are invited to attend the Council Meeting and any interested persons will be given an opportunity to be heard.

By Order of the Corporate Authorities of the City of Pekin, Illinois.

Dated: .

CITY OF PEKIN

By: Sue E. McMillan, City Clerk

Attachment: NOTICE OF PUBLIC HEARING FOR ANNEXATION CRANWILLS (1154 : Public Hearing Annexation)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 21, 2017

From: Jim Wolf, City Treasurer

AGENDA ITEM: Quarterly Financial Report - Wolf 04/30/2017

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Quarterly financial report from City Treasurer Jim Wolf for fourth quarter fiscal year 2016-17.

DESCRIPTION: Quarterly financial report from City Treasurer Jim Wolf for fourth quarter fiscal year 2016-17.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY: Financial Reporting

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.
X	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

CITY OF PEKIN
REVENUES OVER EXPENSES - ALL CITY FUNDS (PRE-AUDIT)
YEAR ENDED APRIL 30, 2017

FUND	ACTUAL - YEAR ENDED 4/30/17			BUDGET - YEAR ENDED 4/30/17			ACTUAL - YEAR ENDED 4/30/16		
	REVENUE	EXPENSE	REVENUE OVER (UNDER) EXPENSE	REVENUE	EXPENSE	REVENUE OVER (UNDER) EXPENSE	REVENUE	EXPENSE	REVENUE OVER (UNDER) EXPENSE
General									
- Operations	\$22,568,319	\$22,340,109	\$ 228,210	23,225,432	23,365,711	(140,279)	22,268,451	21,012,399	1,256,052
(1) - Storm Water	140	485,814	(485,674)	2,548,847	1,960,998	587,849	1,110	405,794	(404,684)
(1) Total General fund Operations	22,568,459	22,825,923	(257,464)	25,774,279	25,326,709	447,570	22,269,561	21,418,193	851,368
(2) Solid Waste	2,475,724	2,338,355	137,369	1,765,711	2,669,385	(903,674)	1,795,870	2,597,848	(801,978)
Tourism	157,877	172,568	(14,691)	182,500	306,637	(124,137)	177,817	227,995	(50,178)
(3) Sewer									
- Operations	7,479,319	5,050,504	2,428,815	6,263,064	5,292,245	970,819	5,263,904	4,901,892	362,012
- Construction related	16,168	30,902	(14,734)	4,000,000	4,400,000	(400,000)	3,970,342	4,864,921	(894,579)
Total Sewer Fund	7,495,487	5,081,406	2,414,081	10,263,064	9,692,245	570,819	9,234,246	9,766,813	(532,567)
(4) Motor Fuel	877,236	185,516	691,720	896,000	2,080,000	(1,184,000)	897,731	1,111,370	(213,639)
HUD	336,349	381,419	(45,070)	366,357	366,313	44	264,261	334,268	(70,007)
TIF	512,083	180,545	331,538	518,000	620,350	(102,350)	505,641	1,006,702	(501,061)
(5) Capital Projects	64,102	5,304,343	(5,240,241)	285,000	6,550,000	(6,265,000)	298,708	10,325,665	(10,026,957)
School Bus	5,253,990	5,351,625	(97,635)	4,368,050	4,097,059	270,991	4,459,842	4,020,825	439,017
Airport	273,568	318,478	(44,910)	209,256	341,272	(132,016)	381,211	265,459	115,752
(6) Economic Development	285,620	637,442	(351,822)	168,000	139,663	28,337	304,190	665,907	(361,717)
Insurance	5,738,717	6,457,072	(718,355)	5,280,429	5,463,921	(183,492)	5,263,990	5,451,299	(187,309)
(7) Vehicle Maintenance	1,072,300	424,219	648,081	652,000	618,000	34,000	523,485	450,226	73,259
(8) TOTALS - ALL FUNDS	\$47,111,512	\$49,658,911	(2,547,399)	\$50,728,646	\$58,271,554	(7,542,908)	\$46,376,553	\$57,642,570	(11,266,017)
Totals W/O Sewer Debt/Const, Cap									
(9) Proj, Econ Devel, Veh Maint, Insur	\$39,934,605	\$36,804,933	\$ 3,129,672	\$40,343,217	\$41,099,970	\$ (756,753)	\$36,015,838	\$35,884,552	\$ 131,286

Attachment: Wolf quarterly financial reports combined 043017 (1151 : Quarterly Financial Report - Wolf

CITY OF PEKIN
REVENUES OVER EXPENSES - ALL CITY FUNDS
SUPPLEMENTAL COMMENTS
YEAR ENDED APRIL 30, 2017

- (1) The General Fund results seem to be on target with the budget but lagging behind the prior year. With a source of funding, the storm water department continues to draw down on General Fund resources.
- (2) Solid Waste Fund reflects the impact of the double-up in billing revenue due to the change from quart to monthly billing at the beginning of the fiscal year. Expenses are less than the budget and the prior year since certain capital purchases have not been made yet.
- (3) Sewer operations now show a large profit as higher rates have been implemented. These higher rates and resulting higher profit are necessary to restore fund reserves due to ILEPA loan covenants, provide funding for projected capital improvements and allow for continued needed maintenance of the older combined sewer / storm water lines. The constructed related capital improvements included in the budget have been deferred until the next fiscal year.
- (4) Most of the Motor Fuel Fund capital imovement projects budgeted for this year had to be deferred until the next fiscal year.
- (5) Capital Projects Fund numbers indicate the large Veterans Drive expenditures as final construction activity has progressed during the current fiscal year. The City has had to advance roughly \$3.1 million of these construction costs and hopefully will be reimbursed by the state sometime later in 2017.
- (6) The higher revenue and expense for the Economic Development Fund reflect the additional activity with respect to the Hospital building financing.
- (7) The Vehicle Maintenance Fund profit is due to revenue transfers from other City funds and departments. Due to a change in accounting and staffing, the Vehicle Maintenance Fund will now be handling vehicle repairs for all City vehicles. Previously, City funds and departments had separately maintained their own vehicles in a decentralized approach.
- (8) "Totals - All Funds" illustrates the distortion related to the City's construction activity in various funds and doesn't give an accurate picture of operating results for the City.
- (9) This line then presents the normal operaing revenues/expenditures without all the unusual items mentioned above including the construction/debt activity. Notice that the major portion of this \$3.1 million profit results from the operating profit in the Sewer Fund.

CITY OF PEKIN
MAJOR REVENUE SOURCES (PRE-AUDIT)
YEAR ENDED APRIL 30, 2017

	4/30/17 Annual Budget	Prorated Percent	4/30/17 Annual Budget	4/30/17 Actual Received 12 Months	Actual as a Percent of Budget	Actual Over(Under) Annual Budget	4/30/16 Actual Received 12 Months
General Fund							
Property Taxes	\$ 792,923	100.00%	\$ 792,923	\$ 843,449	106.37%	\$ 50,526	970,512
(A) State Sales Taxes	5,450,000	100.00%	5,450,000	5,452,140	100.04%	2,140	4,871,832
(A) Home Rule Taxes	4,075,000	100.00%	4,075,000	4,052,450	99.45%	(22,550)	4,032,339
Income Taxes	3,475,000	100.00%	3,475,000	3,246,185	93.42%	(228,815)	3,640,495
Replacement Taxes	1,240,000	100.00%	1,240,000	1,188,655	95.86%	(51,345)	1,126,625
Use Tax	795,000	100.00%	795,000	833,002	104.78%	38,002	784,616
Local Use Gas Tax	270,000	100.00%	270,000	272,993	101.11%	2,993	263,642
(B) Food & Beverage Tax	1,220,000	100.00%	1,220,000	1,118,751	91.70%	(101,249)	1,151,934
(B) Package Liquor Tax	210,000	100.00%	210,000	186,979	89.04%	(23,021)	209,444
Telcommunications	725,000	100.00%	725,000	687,120	94.78%	(37,880)	763,121
(C) Video Gaming Tax	275,000	100.00%	275,000	317,452	115.44%	42,452	265,201
Other Taxes	32,000	100.00%	32,000	37,712	117.85%	5,712	-
(D) Investment Earnings	95,000	100.00%	95,000	56,807	59.80%	(38,193)	91,266
Franchises	573,000	100.00%	573,000	611,679	106.75%	38,679	578,931
(E) Fees for Services	736,813	100.00%	736,813	648,631	88.03%	(88,182)	761,993
(E) Fines & Forfeitures	1,144,400	100.00%	1,144,400	517,818	45.25%	(626,582)	414,018
Licenses & Permits	538,450	100.00%	538,450	261,616	48.59%	(276,834)	297,878
Debt Proceeds	-	100.00%	-	-	0.00%	-	1,132,213
(F) Transfers	499,138	100.00%	499,138	1,586,352	317.82%	1,087,214	554,372
All other	1,078,708	100.00%	1,078,708	648,528	60.12%	(430,180)	365,876
(G) Totals	23,225,432	100.00%	23,225,432	22,568,319	97.17%	(657,113)	22,276,308
Garbage Fund							
(H) Fees for Service	1,669,711	100.00%	1,669,711	1,955,606	117.12%	285,895	1,675,582
Sewer Fund							
(H) Fees for Services	6,206,564	100.00%	6,206,564	6,984,479	112.53%	777,915	5,185,029
Finance charges	30,000	100.00%	30,000	425,426	1418.09%	395,426	59,024
Investment Earnings	3,500	100.00%	3,500	9,672	276.34%	6,172	3,985
Motor Fuel Tax Fund							
Motor Fuel Taxes	875,000	100.00%	875,000	867,107	99.10%	(7,893)	873,791
Investment Earnings	21,000	100.00%	21,000	9,000	42.86%	(12,000)	22,340
TIF Fund							
Property Taxes	510,000	100.00%	510,000	490,215	96.12%	(19,785)	499,336
Investment Earnings	8,000	100.00%	8,000	21,867	273.34%	13,867	5,905
Capital Projects							
Local Use Gas Tax	270,000	100.00%	270,000	257,377	95.32%	(12,623)	263,642
School Bus Fund							
(I) Fees for Services	4,065,000	100.00%	4,065,000	4,921,448	121.07%	856,448	4,181,839
Investment Earnings	3,050	100.00%	3,050	10,008	328.13%	6,958	2,042
TOTALS	36,887,257	100.00%	36,887,257	38,520,524	104.43%	1,633,267	35,048,823

Property Tax Revenue Summary

General Fund	797,923	100.00%	797,923	843,449	105.71%	45,526	970,512
Library Bonds	402,000	100.00%	402,000	402,364	100.09%	364	402,241
Police Pension	1,553,500	100.00%	1,553,500	1,547,756	99.63%	(5,744)	1,524,000
Fire Pension	2,382,000	100.00%	2,382,000	2,373,220	99.63%	(8,780)	2,295,035
	5,135,423	100.00%	5,135,423	5,166,789	100.61%	31,366	5,191,788

Note that the Library's property tax levy of \$1.1 million is not included here because it is not recorded on O

CITY OF PEKIN
MAJOR REVENUES SOURCES
SUPPLEMENTAL COMMENTS
YEAR ENDED APRIL 30, 2017

- (A) Note that the big difference in sales taxes for this year versus last year is the special Illinois Department of Revenue retailer refund of \$540,000 that was withheld from our normal distributions in the prior year. I believe that sales tax revenue for Pekin has remained constant even though there is a significant rise in online sales. With the rise in online sales, our use tax has correspondingly risen as well.
- (B) Restaurant / tavern food & beverage as well as package liquor taxes have been lagging for the first time since these taxes were imposed in 2011.
- (C) Video gaming taxes continue their steady climb but they should start to level off once the market is fully saturated.
- (D) Investment earnings have been adversely affected by the withdrawal of \$3.1 from investments to complete the Veterans Drive project. It is expected that this money will be repaid to the City yet in 2017.
- (E) Fines & Forfeitures and License & Permits budgeted revenue was overated and as a result the actual numbers should be compared to the numbers in the prior year.
- (F) The transfer revenue for the current year reflects the \$1.0 transferred from the School Bus Fund to the General Fund that was budgeted in the prior uear.
- (G) The "Actual as a Percent of Budget" of 97.17% is somewhat misleading in that it includes the unbudgeted \$1.0 transfer mentioned in (F) in the actual numbers and correspondingly includes the overstated Fines & Forfeitures and Licenses & Permits mentioned (E) in the budgeted numbers.
- (H) Garbage and Sewer Fees for Services are both higher due to the double-up effect mentioned previously. In addition, sewer fee revenue is higher because of the increase in rates. And, sewer finance charge revenue is much higher due to the increase in the penalty rate from 1.5% to 10.0% in the current year.
- (I) School Bus fee revenue is hiigher this year due to a catchup in billings, and as a result, the actual numbers reflect more than one year of revenue.

CITY OF PEKIN
INVESTMENT EARNINGS (PRE-AUDIT)
YEAR ENDED APRIL 30, 2017

FUND	4/30/17 ANNUAL BUDGET	ACTUAL 4/30/17	ACTUAL 4/30/16	ACTUAL DIFFERENCE	4/30/16 ACTUAL COMPARED TO BUDGET
General	\$ 95,000	\$ 56,807	\$ 64,756	\$ (7,949)	(38,193)
Sewer Investment Earnings	3,500	9,672	4,269	5,403	6,172
Motor Fuel Tax	21,000	9,000	10,869	(1,869)	(12,000)
TIF	8,000	21,867	5,045	16,822	13,867
Capital Projects	15,000	2,685	32,228	(29,543)	(12,315)
School Bus	3,050	10,008	1,622	8,386	6,958
Economic Development	168,000	284,445	165,268	119,177	116,445
TOTALS	\$ 313,550	\$ 394,484	\$ 284,057	\$ 110,427	\$ 80,934
Actual	4/30/16	\$ 343,081			
Actual	4/30/15	456,507			
Actual	4/30/14	294,122			
Actual	4/30/13	216,798			
Actual	4/30/12	293,958			
Actual	4/30/11	660,065			

Attachment: Wolf quarterly financial reports combined 043017 (1151 : Quarterly Financial Report - Wolf 04/30/2017)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 15, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: GPEDC Presentation

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: <Insert Action Requested Here>

DESCRIPTION: <Insert Description Here>

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: <Insert the impact if approved>>

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

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

A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 15, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: GPEDC Membership Dues

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: \$25,000.00 investment from Economic Development Fund (570) to Greater Peoria Economic Development Council

DESCRIPTION: Request to Mayor and Council to continue City of Pekin's collaboration with the Greater Peoria Economic Development Council (GPEDC) with 2017 investment dues of \$25,000.00 to build economic growth through targeted business assistance and attraction, workforce development and regional marketing. The City of Pekin has collaborated with the Greater Peoria EDC for 10+ years and continues to receive benefits of regional support with sharing data and resources, project and business assistance along with bringing regional, State, Federal and International awareness of our region. City of Pekin support to the Greater Peoria Economic Development Council will continue the key strategies for Pekin and the Region.

FINANCIAL IMPACT: \$25,000.00 from Economic Development Fund (570-570-551600 Dues and Subscriptions)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Pekin benefits from business attraction efforts with leads generated from site selectors, conferences and trade shows/summit's focused on manufacturing and healthcare industries. The GPEDC also streamlines responses for site search requests adding regional data and resources available to development projects when a Pekin site is submitted. Greater Peoria Region received designation as one the 12 communities in the US as an Investing in Manufacturing Communities Partnership region. This designation and the work of the GPEDC recently brought together 10 State and Federal agencies for Pekin to present our Front Street redevelopment project for potential funding resources. Business Assistance with joint retention visits with Pekin's Economic Development Director and Manufacturing Supply Chain Diversification study and strategy providing regional connectivity with manufacturers and suppliers along with gaps in our economy for business attraction opportunities. Workforce Development continues to build pathways for our future workforce which Pekin has captured components and implementing initiatives that fit our community, launching tools, resources and marketing for retention and recruitment of workforce that will include showcasing Pekin on the "LiveGP" (Live Greater Peoria) site.

IMPACT IF DENIED: Eliminates economic assistance and Pekin’s inclusion on regional marketing, retention, and recruitment strategies.	
ALTERNATIVES: No alternative regional economic development entity exists to serve the City of Pekin.	
RELATED TO EFFICIENCY STUDY: NA	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]	
✓	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	

Date:

City Manager:

Date:

2017 Greater Peoria Economic Development Council Investment Dues**Resolution No.**

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 26th DAY OF JUNE, 2017**

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 16, 2017

From: John Lebegue, Building & Inspections

John Lebegue, Building & Inspections

AGENDA ITEM: Ordinance for Annexation of Cranwill's Drive-In 1713 S. 2nd Street

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to approve a petition of annexation for the property at 1713 S. 2nd Street, Cranwill's Drive-In.

DESCRIPTION: Consideration of an Ordinance providing for the acceptance of a petition for annexation and zoning for the Cranwill's Drive-In property located at 1713 S. 2nd Street.

FINANCIAL IMPACT: Annexation of the Cranwill's Drive-In property would generate additional food and beverage and property tax revenues for the City of Pekin.

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: Increase in food and beverage and property tax revenue.

IMPACT IF DENIED: The Cranwill's property would continue to remain in Tazewell County and would not have the ability to connect to the City of Pekin sewer system and all tax revenue would continue to go to Tazewell County.

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

	leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

Ordinance Providing for Acceptance of a Petition for Annexation and Zoning**Ordinance No.**

<Insert Ordinance Legislation>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 26th DAY OF JUNE, 2017**_____
MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR
ACCEPTANCE OF A PETITION FOR ANNEXATION AND ZONING BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has determined it to be in the best interests of the City of Pekin that it Accept Petitions for Annexation that promote the objectives of the City's Comprehensive Plan and further economic development; and

WHEREAS, the owner of property described hereafter has filed a Petition with the City to Annex a certain tract of real estate to the City of Pekin, which is defined in Exhibit A attached hereto, for the purposes described above; and

WHEREAS, it is deemed in the best interests of the City of Pekin to Annex said property; and

WHEREAS, the most appropriate zoning classification and current use of the real estate is B-3 General Business District; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

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

SECTION I. That the recitals set forth above are part a material part of this Ordinance.

SECTION II. That the City of Pekin Accept the Petition for Annexation executed by Kirk Cranwill and Carla Cranwill, attached hereto and incorporated herein as Exhibit "A."

SECTION III. That the annexed property shall be zoned B-3 General Business District.

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

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

SECTION VI. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2017; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK



ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

PETITION FOR ANNEXATION

We the undersigned Petitioners hereby petition and request the City of Pekin, Illinois to annex the following described territory to said City, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO)

(hereinafter the "Territory"). In support of this petition, the undersigned certify as follows:

1. The Territory is not presently within the corporate limits of any municipality.
2. The Territory is contiguous to the City of Pekin, Illinois.
3. The Petitioners are the only electors residing within the territory.
4. Petitioners request that the corporate authorities of the City of Pekin consider the question of the annexation of the Territory, adopt an ordinance annexing the Territory to said City and record a copy of the Ordinance together with an accurate map of the Territory with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

Kirk Cranwill
Name (Print)

Kirk Cranwill
Signature

3/23/17
Date

Carl Cranwill
Name (Print)

Carl Cranwill
Signature

3/23/17
Date

* Obtained from the Agreement for Warranty Deed from your parents to you and Carla:

Lot 22 in DALLAS #2 ADDITION, Cincinnati Township,
Tazewell County, Illinois.

The Premises shall be known for reference only as 1713 S. Second
Street, Pekin, Illinois.

* Obtained from recent paperwork prepared by another attorney:

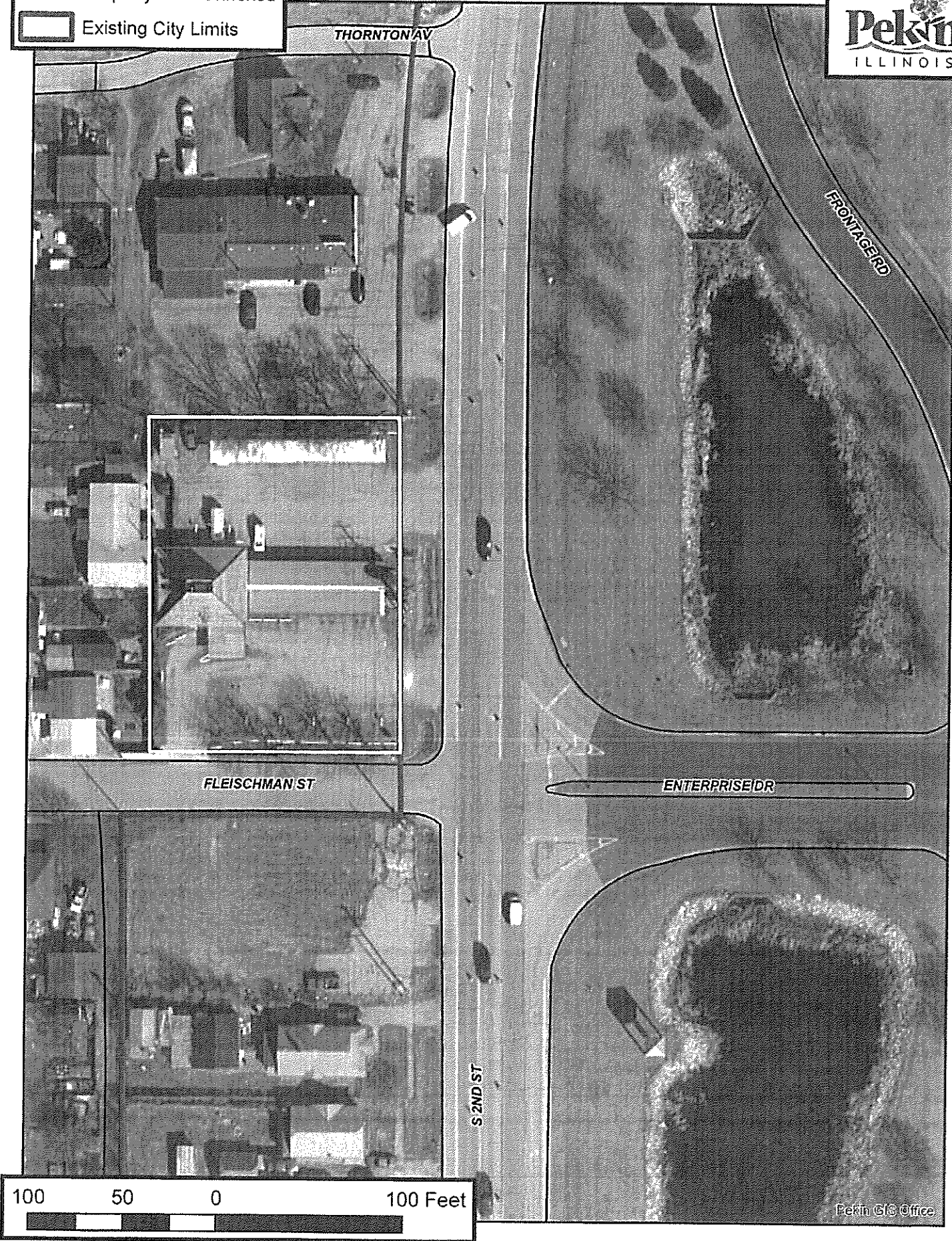
LOT TWENTY-TWO of DALLAS SUBDIVISION No. 2, being a subdivision of Lot "A" of Lot Forty (40) being a part of the Northeast Quarter of Section 9, Township 24 North, Range 5 West of the Third Principal Meridian, as shown on the Plat thereof recorded in Plat Book "L," Page 135 of the records of the Recorder of Tazewell County, Illinois, situated in Tazewell County, Illinois.

PIN: 10-10-09-205-011

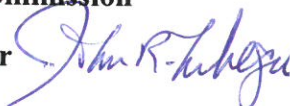
COMMON ADDRESS: 1713 S. 2nd St., Pekin, IL 61554



Property to be annexed
Existing City Limits



MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission
FROM: John R. Lebegue, Building Inspections / Development Director 
DATE: May 5, 2017
RE: Review of Proposed Annexation of 1713 S. 2nd Street, Cranwill's Drive-In

SUMMARY AND BACKGROUND OF SUBJECT MATTER

An application for annexation has been submitted by Kirk and Carla Cranwill, requesting that the Cranwill's Drive-In property at 1713 S. 2nd Street be considered for annexation into the City limits of the City of Pekin. According to information provided by the applicant, they are seeking annexation to have the ability to connect to the City sewer system, receive City fire protection and to be a true part of the City of Pekin and an asset to the City.

PROPERTY INFORMATION

Property Address: 1713 S. 2nd Street

Current Zoning Classification: R-1, Tazewell County Residential

Possible Future Zoning Classification: B-3, General Business

Current Use: Drive-In Restaurant

Use of Adjacent Property & Zoning:

North: C-1 Tazewell County Commercial West: R-1, Tazewell County Residential

East: PUD Business District (Pekin) South: B-3, General Business (Pekin)

ANALYSIS AND DISCUSSION

The request for the proposed annexation of Cranwill's Drive-In property at 1713 S. 2nd Street is consistent with the goals and objectives of the Comprehensive Plan for that area and would allow the property to connect to the City sewer system to the east of the subject property. Without annexation, the property at 1713 S. 2nd Street would not have the ability to connect to the City sewer system. Given the commercial nature of the restaurant use currently being conducted at 1713 S. 2nd Street, and the existence of a City of Pekin B-3 General Business District to the south of the subject property, should the annexation of 1713 S. 2nd Street be approved, the most appropriate zoning classification for the use would be B-3, General Business District. Staff concurs with the statement of the applicant that inclusion of the property at 1713 S. 2nd Street would be an asset to the City of Pekin and would generate additional food and beverage and property tax revenues for the City of Pekin.

ACTION OF PLAN COMMISSION

Upon review of the annexation request for the property located at 1713 S. 2nd Street, the members of the Plan Commission found the annexation request beneficial to the City of Pekin and the only item of concern expressed during the discussion was that the dumpster area be properly screened from public view. By a unanimous vote, the members of the Plan Commission recommended approval of the annexation request.



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

ANNEXATION APPLICATION

Applicant Name: Cranwills Drive In Inc.
Address: 1713 South Second St.
Phone #: 309 346 4666 **Cell Phone #:** 309 642 9268 **E-Mail:** kirkcranwill@yahoo.com
Property Interest of Applicant: _____

Owner Name: Kirk Cranwill Carla Cranwill
Address: 1503 Highwood Pekin 1710 Karo St Pekin
Phone #: 309 346 8109 **Cell Phone #:** 309-642 9268 **E-Mail:** _____
Carla 309-550-4001

Attorney / Representative: _____
Address: _____
Phone #: _____ **Cell Phone #:** _____ **E-Mail:** _____

Property Information:

Address of Property: 1713 South Second St.
Lot Area: 24,300 **Existing County Zoning:** R-1 **Adjacent City Zoning:** B-3, Gen. Busine
Present Use: restaurant Commercial **Proposed Land Use:** restaurant Commercial
Use of Adjacent Property & Zoning:
North: C-1, Tazewell County Zoning **South:** B-3, General Business
East: PUD District **West:** R-1, Tazewell County Zoning
Property Identification Number: 10-10-09-205-011
Legal Description: (Attach Separate Page)



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

REASON FOR REQUEST:

*We would like to hook up to City Sewer system
 we would like to have city fire protection.
 We would be a True part of Pekin and could
 promote our business as such and would be a positive asset
 to Pekin.*

Required Attachments (Additional Information May be Requested)

1. Payment of \$85.00 non-refundable filing fee. Checks should be made payable to "City of Pekin".
2. One Mylar Copy of Annexation Plat
3. Annexation Petition
4. Annexation Agreement (if any)

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

[Signature]

Applicant Signature

3/23/17

Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

[Signature]

Applicant Signature

3-23-17

Date



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

PETITION FOR ANNEXATION

We the undersigned Petitioners hereby petition and request the City of Pekin, Illinois to annex the following described territory to said City, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO)

(hereinafter the "Territory"). In support of this petition, the undersigned certify as follows:

1. The Territory is not presently within the corporate limits of any municipality.
2. The Territory is contiguous to the City of Pekin, Illinois.
3. The Petitioners are the only electors residing within the territory.
4. Petitioners request that the corporate authorities of the City of Pekin consider the question of the annexation of the Territory, adopt an ordinance annexing the Territory to said City and record a copy of the Ordinance together with an accurate map of the Territory with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

Kirk Cranwill
Name (Print)

Kirk Cranwill
Signature

3/23/17
Date

Carla Cranwill
Name (Print)

Carla Cranwill
Signature

3/23/17
Date

* Obtained from the Agreement for Warranty Deed from your parents to you and Carla:

Lot 22 in DALLAS #2 ADDITION, Cincinnati Township,
Tazewell County, Illinois.

The Premises shall be known for reference only as 1713 S. Second
Street, Pekin, Illinois.

* Obtained from recent paperwork prepared by another attorney:

LOT TWENTY-TWO of DALLAS SUBDIVISION No. 2, being a subdivision of Lot "A" of Lot Forty (40) being a part of the Northeast Quarter of Section 9, Township 24 North, Range 5 West of the Third Principal Meridian, as shown on the Plat thereof recorded in Plat Book "L," Page 135 of the records of the Recorder of Tazewell County, Illinois, situated in Tazewell County, Illinois.

PIN: 10-10-09-205-011

COMMON ADDRESS: 1713 S. 2nd St., Pekin, IL 61554

-  Property to be annexed
-  Existing City Limits

THORNTON AV

FRONTAGE RD

FLEISCHMAN ST

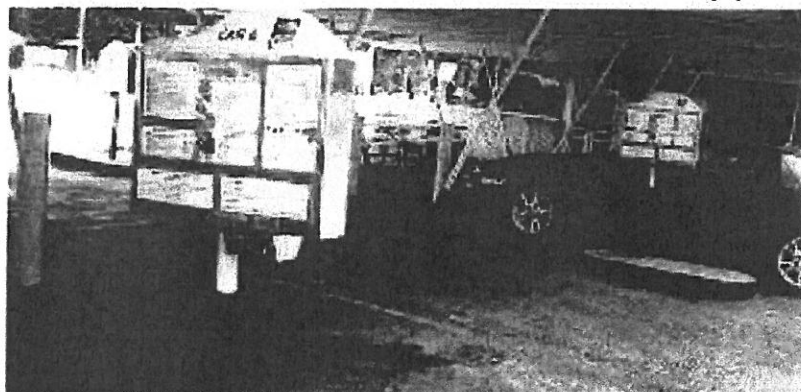
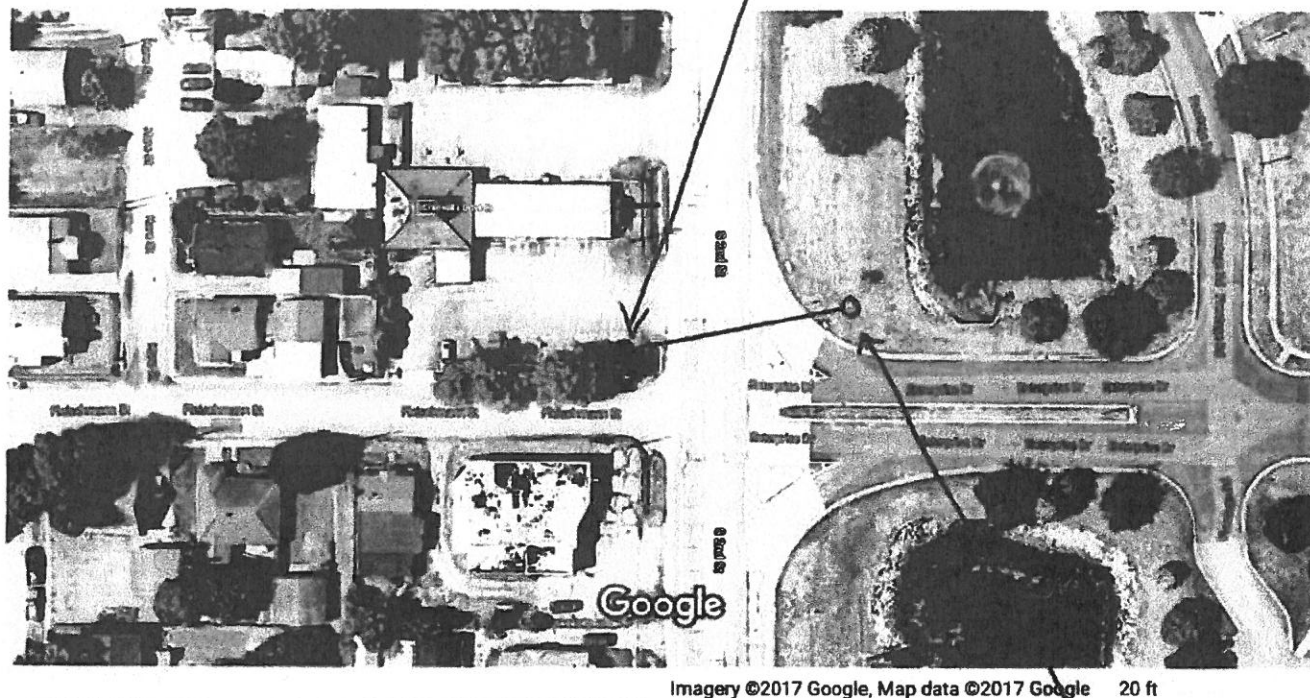
ENTERPRISE DR

S 2ND ST

100 50 0 100 Feet

Pekin GIS Office

Google Maps Cranwill's Drive In



Cranwill's Drive In

4.0 ★ ★ ★ ★ · 24 reviews

Restaurant

1713 S 2nd St, Pekin, IL 61554

(309) 346-4666

Add missing information

Kirk Cranwill
(309) 642-9268



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 19, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: TIF District Signs and Awnings Grant Pilot Program

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: RESOLUTION TO ADOPT PEKIN DOWNTOWN TIF SIGNS AND AWNINGS GRANT PILOT PROGRAM

DESCRIPTION: Downtown buildings and establishments define the street and are a major contributor to the character of the community. Clear and effective storefront signs have a large role to play in communicating the services and features offered Pekin's Downtown. The Downtown TIF **Sign & Awning PILOT Grant** encourages businesses to revamp their storefront signs and awnings. This grant supports the purchase and installation of perpendicular signs as well as awnings within the central business district.

FINANCIAL IMPACT: There is no financial impact of the ordinance without funds allocated to finance the grant program.

NEIGHBORHOOD CONCERNS: PRO: Implement aspects of the TIF redevelopment strategy to improve EAV within the district, enhance the physical elements of downtown to improve economic vitality and visual appeal to residents and visitors, enhance Downtown Pekin's unique sense of place, improve safety for pedestrians

CON: Inconvenience to businesses during installation

IMPACT IF APPROVED: Expanding the scope and number of buildings in the Central Business District that could benefit from financial assistance.

IMPACT IF DENIED: No change to current conditions

ALTERNATIVES: Some applicants may currently be eligible for TIF 1 Façade Grants

RELATED TO EFFICIENCY STUDY: NA

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

✓

A Prosperous Community. To promote and sustain a balanced economy that

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Resolution to Adopt Ordinance Authorizing Signs and Awnings Grant Pilot
Program**

Resolution No.

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 26th DAY OF JUNE, 2017**

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

A RESOLUTION FOR THE CREATION OF THE PEKIN DOWNTOWN TIF SIGNS AND AWNINGS GRANT PILOT PROGRAM, OF THE CITY OF PEKIN, ILLINOIS

WHEREAS, the City of Pekin has reviewed the Pekin Downtown TIF Signs and Awnings Grant Pilot Program for the TIF 1 District and; and

WHEREAS, the eligible grant uses for approval will be in accordance with the State of Illinois statutes and;

WHEREAS, after preparation and research by staff of similar successful programs in TIF Districts in the State of Illinois, it is in the best interest of the City of Pekin to adopt this newly created TIF 1 program as follows:

Pekin Downtown TIF Signs and Awnings Grant Pilot Program

The Central Business District TIF was established to assist Downtown Pekin with improvements to improve economic viability, make the district more attractive, pedestrian-friendly, and distinctive. Downtown buildings and establishments define the street and are a major contributor to the character of the community. Clear and effective storefront signs have a large role to play in communicating the services and features offered in Pekin. The **Signage & Awning Grant Pilot Program** encourages businesses to revamp their storefront signs and awnings. This grant supports the purchase and installation of perpendicular signs as well as awnings within the downtown cores. This grant matches local cash contributions up to **\$2,500.00**.

Usage of Funds

The Sign & Awning Grant may be used towards the restoration of an old sign or awning or the design and purchase of a new sign or awning. Applicants may additionally apply for more comprehensive storefront improvement funds through the Façade Improvement Program Grant. Applications will be accepted until grant funds have been exhausted or October 1, 2017.

Eligibility Criteria:

Properties located within the Pekin Central Business TIF are eligible to apply.

In order to qualify for a Sign and Awning Grant:

- Applicant must be Owner of property or occupant of property with written consent of Owner to participate in program; proof of ownership will be required.

- To be eligible to receive a grant, property must be current on any and all tax and mortgage payments and must also comply with all applicable City codes.
- Applicants may be eligible for one perpendicular sign or awning grant per storefront. Applicants may additionally apply for the facade improvement grant
- Projects must not have commenced prior to the awarding of the requested grant.
- **Projects must be completed by October 31st, 2017. Extensions are not granted. If money is not spent it will be deemed an incomplete project.**
- Applicants will generally provide a minimum 50% cash contribution towards the total cost of the project for which they are applying for a grant.
- Taxes are the full responsibility of the applicants.
- Projects must demonstrate a contribution to the overall quality of the streetscape of the community.
- Grant recipients are encouraged to become members of their Pekin Area Chamber of Commerce or Pekin Main Street.

Upon Grant Approval:

- Funds will be distributed upon inspected project completion.
- Owner/Applicant is responsible for scheduling City inspection upon project completion.
- The City will require Owner/Applicant to produce invoices, bills or statements and proof of payment in the form of receipts and/or copies of checks accounting for the expenditure of funds towards the project's completion and the City may choose to issue checks directly to contractors for work performed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City of Pekin, hereby adopt the Pekin Downtown TIF Signs and Awnings Grant Pilot Program as presented.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2017; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

DRAFT

LEGEND

- Redevelopment Project Area Boundary
- Multi-Family Residential

8.3.b

A

Packet Pg. 88

Signs & Awnings Program

Pekin Main Street in conjunction with the City of Pekin through the use of TIF funds is pleased to offer financial assistance to encourage businesses and property owners to invest in their property, make visible improvements to their storefronts, and contribute to the continued improvement of Downtown Pekin both visually and economically.



8.3.c



BLADE SIGNS

A blade sign is a type of projecting sign mounted on a building facade or storefront pole or attached to a surface perpendicular to the normal flow of traffic. These signs are one of the most effective way of attracting foot traffic into an establishment.



AWNINGS

Both functional and decorative. They provide sun control for display windows and shelter for pedestrian shoppers. An added feature of awnings and canopies is that they bring the tremendous appeal of color to the individual building and streetscape.



Eligible Projects

The program supports the exterior installation of signage or awnings to commercial or mixed-use facades. The improvements must, at the discretion of the Pekin Main Street review board and the City of Pekin, improve and add value to the location and support the community vision for Downtown Pekin. In order to be eligible for a grant, any signage or awning proposed must meet the guidelines established by these specific plans.



Packet Pg. 89





REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 19, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: Financing Signs and Awnings Grant Pilot

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: REQUEST to AUTHORIZE CBD TIF FINANCING IN AN AMOUNT NOT EXCEEDING \$50,000 FOR PEKIN DOWNTOWN TIF SIGNS AND AWNINGS GRANT PILOT PROGRAM

DESCRIPTION: Downtown buildings and establishments define the street and are a major contributor to the character of the community. Clear and effective storefront signs have a large role to play in communicating the services and features offered Pekin's Downtown. The Downtown TIF **Sign & Awning PILOT Program Grant** encourages businesses to revamp their storefront signs and awnings. This grant supports the purchase and installation of perpendicular signs as well as awnings within the central business district.

FINANCIAL IMPACT: \$50,000 from the Central Business District TIF (Fund 270)

NEIGHBORHOOD CONCERNS: PRO: Implement aspects of the TIF redevelopment strategy to improve EAV within the district, enhance the physical elements of downtown to improve economic vitality and visual appeal to residents and visitors, enhance Downtown Pekin's unique sense of place, improve safety for pedestrians

CON: Inconvenience to businesses during installation

IMPACT IF APPROVED: Expanding the scope and number of buildings in the Central Business District that could benefit from financial assistance.

IMPACT IF DENIED: No change to current conditions

ALTERNATIVES: Some applicants may currently be eligible for TIF 1 Façade Grants

RELATED TO EFFICIENCY STUDY: NA

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

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

**REQUEST to AUTHORIZE CBD TIF FINANCING IN AN AMOUNT NOT
EXCEEDING \$50,000 FOR PEKIN DOWNTOWN SIGNS AND AWNINGS GRANT
PILOT PROGRAM**

Resolution No.

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 26th DAY OF JUNE, 2017**

MAYOR

ATTEST:

CITY CLERK

LEGEND

- Redevelopment Project Area Boundary
- Multi-Family Residential

8.4.a

A

Packet Pg. 93



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 16, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: Tourism Ordinance Update

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Approval of Amendment to the Tourism Policy

DESCRIPTION: To improve the efficiency and effectiveness of the City of Pekin's Tourism policy and update expenditures and guidelines to account for inflation and changing market conditions.

FINANCIAL IMPACT: Increase tourism event activity to draw more outside visitors, resulting in increased revenue for hospitality, restaurants, and retailers.

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: Improve the efficiency and effectiveness of the Tourism policy process

IMPACT IF DENIED: Policy will continue unchanged

ALTERNATIVES: NA

RELATED TO EFFICIENCY STUDY: NA

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

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

	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

**An Ordinance Amending Title 2, Chapter 12 of the Code of the City of Pekin 1995
Regarding Pekin Tourism, Convention, and Visitors Committee**

Ordinance No.

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 26th DAY OF JUNE, 2017**

MAYOR

ATTEST:

CITY CLERK

CHAPTER 12

PEKIN TOURISM, CONVENTION, AND VISITORS COMMITTEE

SECTION:

- 2-12-1: Creation
- 2-12-2: Composition; Terms
- 2-12-3: Members; Meetings; Quorum
- 2-12-4: Purpose; Function
- 2-12-5: Expenditures; Salaries
- 2-12-6: Jurisdiction
- 2-12-7: Guidelines

2-12-1: CREATION: There is hereby created a Committee which shall be known as the PEKIN TOURISM, CONVENTION, AND VISITORS COMMITTEE.

2-12-2: COMPOSITION; TERMS: The PEKIN TOURISM, CONVENTION, AND VISITORS COMMITTEE created by Section 1 above shall consist of 5 voting members. All members shall be appointed by the Mayor with consent of the Council. Voting members shall include the City Manager or designee, two City of Pekin Staff Members and two representatives of the Community at large. All members shall serve for a two-year term or at the pleasure of the Mayor.

2-12-3: MEMBERS; MEETINGS; QUORUM: The Committee shall, if deemed necessary, have the power to advise Council regarding the establishing of by-laws and rules in conformity with the authority granted herein or by statute. The Committee shall meet a minimum of four times per year or by special call by three (3) or more members. A quorum shall consist of 3 or more voting members. The Committee shall keep minutes of its proceedings, which shall include record of official actions on the approval of grants \$2,500.00 or less. The Committee shall submit to the City Council minutes of all meetings.

2-12-4: PURPOSE; FUNCTION: The purpose of this Committee is to promote the growth of tourism and convention-related business within or near the City of Pekin and to encourage an overnight stay in Pekin. The Committee is to make recommendations to the Council regarding such matters.

2-12-5: EXPENDITURES: The program shall be formulated and maintained solely by the use of funds received through the City's Hotel/Motel Tax. The Committee shall make recommendations to the City Council regarding the expenditure of funds verified by grant application and provided for in the Committee's annual budget.

The Committee shall be authorized to approve all grants for two thousand five hundred dollars (\$2,500) or less within the overall parameter of the budget and in compliance with state statutes on uses for hotel/motel tax dollars. All grants that exceed two thousand five hundred dollars (\$2,500) will be presented to the City Council for approval.

The Committee:

- A. Administers the tourism grant program.
- B. Maintains and distributes all promotional publications for the Visitor's Bureau (includes brochures, fliers, folders, inserts, etc.).
- C. Maintains the Bureau's website and Calendar of Events.
- D. Creates and places advertisements in various publications.

2-12-6: JURISDICTION: The Committee shall be under the jurisdiction of the Mayor and City Council.

2-12-7: GUIDELINES: The guidelines shall be as follows:

A. Tourism Grant

1. The appropriate application must be completed.
2. If the expense of advertising is listed for reimbursement, the Pekin Visitors Bureau must be acknowledged in all media and advertising. A copy of advertising showing the Pekin Visitor's Bureau logo is required.
3. Eligible expenses are listed on the application form. Additional eligible expenses will be decided by the Committee on a case by case basis.
4. Non eligible expenses (non-inclusive): Employee payroll, Utilities, Equipment purchases.
5. Grants are considered as long as money is available in the fiscal budget.
6. Grants shall not become the sole revenue of the event If a profit is made, the grant will not exceed 1/3 of Total eligible approved expenses or total net profit of \$1,500 (which ever is less)
7. If a profit is not made, then the grant amount will not exceed 1/3rd of the eligible approved expenses or \$5,000 (which ever is less). The total profit after the grant is awarded can not exceed \$1,500
8. There is a cap of \$20,000 per organization for a fiscal year (May 1 to April 30th).

B. Community Event Grant (for Pekin non-profit organizations)

9. The appropriate application must be completed.
10. If the expense of advertising is listed for reimbursement, the Pekin Visitors Bureau must be acknowledged in all media and advertising. A copy of advertising showing the Pekin Visitor's Bureau logo is required.
11. Eligible expenses are listed on the application form. Additional eligible expenses will be decided by the Committee on a case by case basis.
12. Non eligible expenses (non-inclusive): Employee payroll, Utilities, Equipment purchases.
13. Grants are considered as long as money is available in the fiscal budget.
14. If a profit is made, the organization is eligible for 1/3rd of eligible expenses or \$1,000 (which ever is less).
15. If a profit is not made, than the grant amount will not exceed 1/3rd of eligible approved expenses or up to \$1,500 (which ever is less) The total profit after the grant is awarded can not exceed \$1,000
16. There is a cap of \$5,000 per organization for a fiscal year (May 1 to April 30th).

Ord. No. 2375 (05-24-04)

Ord. No. 2474-06/07 (05-08-06)

Ord. No. 2557-08/09 (06-09-08)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 12
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING PEKIN AREA CONVENTION
AND VISITORS COMMITTEE**

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

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

WHEREAS, the attraction of tourism and convention related visitors and business is a legitimate concern of the City of Pekin; and

WHEREAS, the promotion of the Pekin Area Convention And Visitors Committee is an important part of Pekin's economic development plan

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Pekin Area Convention And Visitors Committee.

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

1. That Title 2 of the Code of the City of Pekin 1995 be and hereby is amended by deleting the old Title 2, Chapter 12 and inserting a new Chapter 12 of Title 2 as described in the attached "Exhibit A", which is a document incorporated herein by reference.

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

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

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

BE IT FURTHER PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 12
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING PEKIN AREA CONVENTION
AND VISITORS COMMITTEE**

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

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

WHEREAS, the attraction of tourism and convention related visitors and business is a legitimate concern of the City of Pekin; and

WHEREAS, the promotion of the Pekin Area Convention And Visitors Committee is an important part of Pekin's economic development plan

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Pekin Area Convention And Visitors Committee.

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

1. That Title 2 of the Code of the City of Pekin 1995 be and hereby is amended by deleting the old Title 2, Chapter 12 and inserting a new Chapter 12 of Title 2 as described in the attached "Exhibit A", which is a document incorporated herein by reference.

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

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

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

BE IT FURTHER PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT “A”**CHAPTER 12****PEKIN TOURISM, CONVENTION, AND VISITORS COMMITTEE****SECTION:**

- 2-12-1: Creation
- 2-12-2: Composition; Terms
- 2-12-3: Members; Meetings; Quorum
- 2-12-4: Purpose; Function
- 2-12-5: Expenditures; Salaries
- 2-12-6: Jurisdiction
- 2-12-7: Guidelines

2-12-1: CREATION: There is hereby created a Committee which shall be known as the PEKIN TOURISM, CONVENTION, AND VISITORS COMMITTEE.

2-12-2: COMPOSITION; TERMS: The PEKIN TOURISM, CONVENTION, AND VISITORS COMMITTEE created by Section 1 above shall consist of 5 voting members. All members shall be appointed by the Mayor with consent of the Council. Voting members shall include the City Manager or designee, two City of Pekin Staff Members and two representatives of the Community at large. All members shall serve for a two-year term or at the pleasure of the Mayor.

2-12-3: MEMBERS; MEETINGS; QUORUM: The Committee shall, if deemed necessary, have the power to advise Council regarding the establishing of by-laws and rules in conformity with the authority granted herein or by statute. The Committee shall meet a minimum of four times per year or by special call by three (3) or more members. A quorum shall consist of 3 or more voting members. The Committee shall keep minutes of its proceedings, which shall include record of official actions on the approval of grants \$1,500.00 or less. The Committee shall submit to the City Council minutes of all meetings.

2-12-4: PURPOSE; FUNCTION: The purpose of this Committee is to promote the growth of tourism and convention-related business within or near the City of Pekin and to encourage an overnight stay in Pekin. The Committee is to make recommendations to the Council regarding such matters.

2-12-5: EXPENDITURES: The program shall be formulated and maintained solely by the use of funds received through the City's Hotel/Motel Tax. The Committee shall make recommendations to the City Council regarding the expenditure of funds verified by grant application and provided for in the Committee's annual budget.

The Committee shall be authorized to approve all grants for one thousand five hundred dollars (\$1,500) or less within the overall parameter of the budget and in compliance with state statutes on uses for hotel/motel tax dollars. All grants that exceed one thousand five hundred dollars (\$1,500) will be presented to the City Council for approval.

The Committee:

- A. Administers the tourism grant program.
- B. Maintains and distributes all promotional publications for the Visitor's Bureau (includes brochures, fliers, folders, inserts, etc.).

C. Maintains the Bureau's website and Calendar of Events.

D. Creates and places advertisements in various publications.

2-12-6: JURISDICTION: The Committee shall be under the jurisdiction of the City Manager.

2-12-7: GUIDELINES: The guidelines shall be as follows:

A. Pekin Visitor's Bureau Grant (for overnight visitors)

1. The appropriate application must be completed.
2. If the expense of advertising is listed for reimbursement, the Pekin Visitors Bureau must be acknowledged in all media and advertising. A copy of advertising showing the Pekin Visitor's Bureau logo is required.
3. Eligible expenses are listed on the application form. Additional eligible expenses will be decided by the Committee on a case by case basis.
4. Non eligible expenses (non-inclusive): Employee payroll, Utilities, Equipment purchases.
5. Grants are considered as long as money is available in the fiscal budget.
6. Grants shall not become the sole revenue of the event If a profit is made, the grant will not exceed 1/3 of Total eligible approved expenses or total net profit of \$1,500 (which ever is less)
7. If a profit is not made, then the grant amount will not exceed 1/3rd of the eligible approved expenses or \$5,000 (which ever is less). The total profit after the grant is awarded can not exceed \$1,500
8. There is a cap of \$18,000 per organization for a fiscal year (May 1 to April 30th).

B. Community Event Grant (for Pekin non-profit organizations)

1. The appropriate application must be completed.
2. If the expense of advertising is listed for reimbursement, the Pekin Visitors Bureau must be acknowledged in all media and advertising. A copy of advertising showing the Pekin Visitor's Bureau logo is required.
3. Eligible expenses are listed on the application form. Additional eligible expenses will be decided by the Committee on a case by case basis.

4. Non eligible expenses (non-inclusive): Employee payroll, Utilities, Equipment purchases.
5. Grants are considered as long as money is available in the fiscal budget.
6. If a profit is made, the organization is eligible for 1/3rd of eligible expenses or \$1,000 (which ever is less).
7. If a profit is not made, than the grant amount will not exceed 1/3rd of eligible approved expenses or up to \$1,500 (which ever is less) The total profit after the grant is awarded can not exceed \$1,000
8. There is a cap of \$4,500 per organization for a fiscal year (May 1 to April 30th).



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 9, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Audit Engagement Letter Willock Warning & Co., P.C.

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: To approve the services provided to the City of Pekin by Willock Warning & Co., P.C. as outlined in the Audit Engagement Letter of Understanding for fiscal year ended April 30, 2017.

DESCRIPTION: Agreement with the certified public accountant to audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information including related notes and financial statements for the year ended April 30, 2017. The Letter outlines the objectives, procedures, services, management responsibilities and the administration fees.

FINANCIAL IMPACT: An amount not to exceed \$40,000.00.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: A required audit will be completed by Willock Warning & Co.

IMPACT IF DENIED: If denied and an audit not completed, the City would in noncompliance of 50 ILCS 310/2 from Ch.85, par 702 Governmental Account Audit Act.

ALTERNATIVES: Seek services of another licensed public account; but risk timeliness factors if choosing another organization to complete the services.

RELATED TO EFFICIENCY STUDY:

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

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

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

A Strong Foundation. To improve and maintain existing infrastructure and

	leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
X	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

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

23 OLT AVENUE
 PEKIN, ILLINOIS 61554

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

AUDIT ENGAGEMENT LETTER

May 23, 2017

The Honorable Mayor
 Members of the City Council
 City of Pekin
 111 So. Capitol Street
 Pekin, Illinois 61554

We are pleased to confirm our understanding of the services we are to provide the City of Pekin for the year ended April 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Pekin as of and for the year ended April 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement the City of Pekin's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economical, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Pekin's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules – Major Government Funds.
3. Required Supplementary Pension Information.

We have also been engaged to report on supplementary information other than RSI that also accompanies the City of Pekin's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Attachment: AUDIT ENGAGEMENT LETTER WILLOCK WARNING & CO (1131 : Audit Engagement Letter Willock Warning & Co., P.C.)

Page 2

1. Combining Statements by Fund Type – All Other Funds.
2. Individual Fund Statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Statistical Information.

We will also prepare the following reports:

1. Annual report to the Illinois Comptroller's office.
2. Pekin Public Library's annual financial report.
3. Tazewell/Pekin Consolidated Communication Center's annual financial report.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller of the United States, and will include tests of the accounting records of the City of Pekin and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Pekin's financial statements. Our report will be addressed to the Mayor and City Council of the City of Pekin. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matters paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware the City of Pekin is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally

accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also include evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusions of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an

Page 4

opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Pekin's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Pekin in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period

Page 5

presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Page 6

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Willock Warning & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an appropriate federal agency or its designee, providing direct or indirect funding, or the U.S. Government Accountability office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Willock Warning & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the U.S. Government Accountability office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

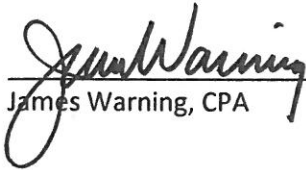
We expect to begin our audit in June, 2017. James Warning is the engagement partner and is responsible for supervising the engagement and signing the reports. We anticipate our fees for the annual audit of the financial statements for the year ended April 30, 2017 will not exceed \$40,000. We will also prepare the annual financial reports for the Sewerage Fund, the Tax Increment Financing/Central Business District Fund, and the Solid Waste Fund and invoice each fund based on our standard hourly rates.

Page 7

We appreciate the opportunity to be of service to the City of Pekin, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

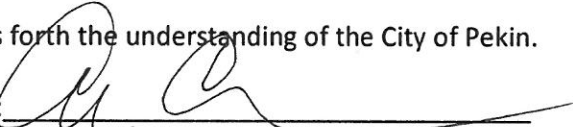
Very truly yours,

WILLOCK WARNING & CO., P.C.


James Warning, CPA

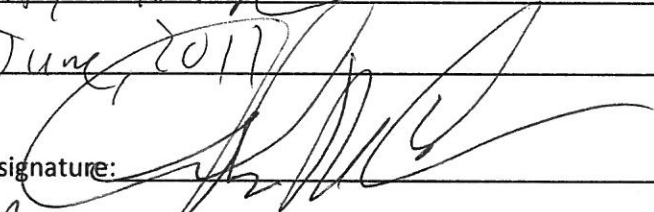
Response:

This letter correctly sets forth the understanding of the City of Pekin.

Management signature: 

Title: City Manager

Date: 8 June 2017

Governance signature: 

Title: Mayor

Date: 8 June 2017



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 20, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Farnsworth General Wastewater Agreement

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: To approve a general services agreement with Farnsworth Group for engineering on wastewater related projects

DESCRIPTION: This agreement is to renew the service agreement with Farnsworth Group for engineering services on wastewater related projects. The previous agreement was passed in 2010 and this would update the agreement. This service agreement will allow the City to utilize Farnsworth Group to assist with planning, preliminary engineering, design engineering, and construction engineering as needed on wastewater related projects. This agreement does not have a financial comment as each project will have its own task order as required by the conditions of the agreement. Each task order will be brought back before council for approval. This agreement allows the City to utilize Farnsworth without doing a consultant selection for each project, however this agreement is not exclusive and other engineering firms could be utilized for future projects.

FINANCIAL IMPACT: none for this agreement as each task order will have its own expense

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: Farnsworth will be selected for future wastewater projects

IMPACT IF DENIED: Farnsworth will not be utilized for future wastewater projects

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: N/A

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

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

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

✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Date:

Finance Department (Certification of Availability of Funds):

Date:

Date:

City Manager: _____
 Date: _____

Date:



**CITY OF PEKIN, ILLINOIS
AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT is effective this day of in the year 2017 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 2709 McGraw Drive, Bloomington, IL 61704 and the City of Pekin of 111 S. Capitol St., Room 242, Pekin, IL 61554, hereinafter referred to as the CLIENT.

It is hereby agreed that:

1. From time to time during the term of this Agreement, FGI shall provide professional engineering/architectural/control integration services for various projects of scope and schedule agreed upon by FGI and the CLIENT. For each project, FGI shall provide a project task order letter proposal including scope of work, schedule of completion, and an estimate of fee for services to be rendered.
2. Each project task order proposal shall be reference, as applicable to the work, the GENERAL CONDITIONS attached hereto.
3. FGI shall not proceed with work on any project without CLIENT approval of the task order letter proposal.
4. The CLIENT shall reimburse FGI for services on the basis of actual time and expense incurred.

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and FGI.

Farnsworth Group, Inc.
FARNSWORTH GROUP

City of Pekin, Illinois
CLIENT

Signature

Signature

Patrik J. Sheridan, P.E.
Typed Name

Typed Name

Senior Engineering Manager
Title

Title

Date

Date



GENERAL CONDITIONS

Date: May 8, 2017

Client: City of Pekin

Project: Agreement for Professional Engineering Services

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

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

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

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

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

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

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

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, Injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

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

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the

number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

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

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

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

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

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

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party entity shall have any claim against FARNSWORTH GROUP because of the Agreement; or the performance or nonperformance of services hereunder; reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractor, Construction Subcontractors, vendors, and other entities involved in PROJECT carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from an act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the

Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

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

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

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

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

Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of PROJECT. CLIENT

agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering utilities or other man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hazardous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time

spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

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

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

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

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate uncertainty regarding potential for Recognized Environmental Conditions connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for the report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Schedule of Charges - January 1, 2017

Engineering/Surveying Professional Staff		Per Hour
Administrative Support.....		\$ 68.00
Engineering Intern I		\$ 107.00
Engineering Intern II		\$ 118.00
Engineer/Land Surveyor		\$ 129.00
Senior Engineer/Senior Land Surveyor		\$ 135.00
Project Engineer/Project Land Surveyor		\$ 148.00
Senior Project Engineer/Senior Project Land Surveyor		\$ 165.00
Engineering Manager/Land Surveying Manager		\$ 185.00
Senior Engineering Manager/Senior Land Surveying Manager		\$ 195.00
Principal/Vice President.....		\$ 203.00
Technical Staff		
Technician I		\$ 71.00
Technician II		\$ 94.00
Senior Technician		\$ 104.00
Chief Technician		\$ 120.00
Designer/Computer Specialist/Lead Technician		\$ 130.00
Senior Designer		\$ 135.00
Project Designer/Project Technician		\$ 143.00
Senior Project Designer/Systems Integration Manager		\$ 162.00
Design Manager/Government Affairs Manager		\$ 174.00
Technical Manager		\$ 183.00
Senior Technical Manager		\$ 196.00
Architecture/Landscape Architecture/Interior Design Professional Staff		
Designer I		\$ 97.00
Senior Interior Designer/Designer II		\$ 107.00
Architect/Designer III/Project Coordinator		\$ 122.00
Senior Architect/Senior Project Coordinator		\$ 129.00
Project Architect/Project Manager		\$ 141.00
Senior Project Architect/Senior Project Manager		\$ 155.00
Architectural Manager		\$ 165.00
Senior Architectural Manager		\$ 174.00
Principal – Architecture		\$ 197.00
Units		
Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate	
Expert Testimony	2xbilling rate	
Per diem	\$51.00/day	
ATV & Trailer	\$11.00/hr	
Field Vehicle	\$13.00/hr	
Automobile mileage	\$0.57/mile	
Software/CAD/Revit Station	\$15.00/hr	
Hand Held GPS	\$11.00/hr	
GPS Unit (each).....	\$22.00/hr	
Utility Locator/Robotic Total Station	\$22.00/hr	
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%	

(*Includes the actual cost of subcontractors, blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.)

CHARGES EFFECTIVE UNTIL JANUARY 1, 2018 UNLESS NOTIFIED

1. RATES EFFECTIVE through December 31, 2017
2. RATES EFFECTIVE for subsequent years will be submitted to the CLIENT prior to December 31 of the current calendar year for review and approval shall be effective as of January 1 of the new calendar year.

ENGINEERS | ARCHITECTS | SURVEYORS | SCIENTISTS

Attachment: SKM_C554e17062016370 (1149 : Farnsworth General Wastewater Agreement)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 20, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: IDOT Local Agency Agreement Allentown

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: To approve the Local Agency Agreement for Allen Town Road Improvement

DESCRIPTION: : This is an agreement with IDOT in regards to utilizing federal funding for Allentown Road project to improve the safety of the dangerous curve located near City limits. This project was awarded federal Highway Safety Improvement Program (HSIP) funding in the fall 2014 in which the City will receive 90% funding for construction of the project up to \$453,600. By approving this agreement, the City will be required to provide at least a 10% local share for the project. The final cost to the City will be determined at the conclusion of the project but is currently estimated at \$50,400. This funding agreement is required to allow the project to go out to letting for a fall construction.

FINANCIAL IMPACT: Estimated \$50,400

NEIGHBORHOOD CONCERNS: Road closure during construction

IMPACT IF APPROVED: The City will receive the HSIP funding for the project

IMPACT IF DENIED: The City will not receive HSIP funding for the project

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: Utilization of grant money for projects

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

[illegible]

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Pekin	X			
	Section	Fund Type	ITEP, SRTS, or HSIP Number(		
	14-00190-00-SP	HSIP	201411009		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-035-15	HSIP-5093(175)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Allentown Road Route FAU 6765 Length 0.21 mi
 Termini 1200 feet east of Court Street to 1100 feet east of beginning

Current Jurisdiction City of Pekin TIP Number PEK-16-01 Existing Structure No N/A

Project Description

Improvements include vertical and horizontal realignment, widened shoulders, signage and safety slopes.

Division of Cost

Type of Work	HSIP	%	%	LPA	%	Total
Participating Construction	452,600	(*)	()	50,300	(BAL)	502,900
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	1,000	(*)	()	100	(BAL)	1,100
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 453,600			\$ 50,400		\$ 504,000
*90% HSIP Funds NTE \$453,600						

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month
 METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Attachment: Allentown Funding Agreement (1147 : IDOT Local Agency Agreement Allentown)

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, 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 shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and service necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

Attachment: Allentown Funding Agreement (1147 : IDOT Local Agency Agreement Allentown)

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-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 receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly 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 and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

John McCabe

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 060859394 conducting business as a Governmental Entity.

DUNS Number 37-6002169

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Attachment: Allentown Funding Agreement (1147 : IDOT Local Agency Agreement Allentown)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 21, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: 17-00000-01-GM MFT Mill and Overlay

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Street Maintenance Section 17-00000-01-GM for \$1,050,000

DESCRIPTION: This resolution is to fund street maintenance projects of milling and overlaying 14th Street from Park to Fisher, Broadway Road from Schramm to Parkway, and Sheridan from Hawthorne to Parkway with MFT Funding. These roads were identified from PCI and RI ratings that indicated that these segments of roadways were candidates for mill and overlay type of maintenance. The work includes milling down below existing gutter and placing a new surface course along with the associated work of repairing curbs were needed and sidewalk ramps where required. This resolution will allow this project to utilize MFT funding.

FINANCIAL IMPACT: \$1,050,000 of MFT Funds

NEIGHBORHOOD CONCERNS: Lane reductions during construction

IMPACT IF APPROVED: MFT Funding will be utilized to fund the projects

IMPACT IF DENIED: MFT Funding will not be utilized to fund these projects

ALTERNATIVES: Utilize General Funds or not perform the work

RELATED TO EFFICIENCY STUDY: Capital improvements to the City Streets

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

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

	leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

Motor Fuel Tax Resolution for Street Maintenance for Mill and Overlay**Resolution No.**

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 26th DAY OF JUNE, 2017**

MAYOR

ATTEST:

CITY CLERK



**Illinois Department
of Transportation**

**Resolution for Maintenance
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Original	17-00000-01-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Pekin Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
One Million fifty thousand Dollars (\$1,050,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/17 to 12/31/17
Beginning Date Ending Date

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

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

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

I Sue McMillan City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Pekin in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Pekin at a meeting held on 06/26/17
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

--	--

Date

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
 Engineer (Municipal, Consultant or County)
 District Compliance Review
 District File



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 19, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: 17-00000-02-GM MFT Crack Fill

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Street Maintenance Section 17-00000-02-GM for \$30,000

DESCRIPTION: This resolution is to fund street maintenance project of crack filling Parkway from Court Street to Willow with MFT Funding as identified in this year's street maintenance program. These roads were identified from PCI rating of the roadways of having moderate cracking and the pavement is 6-8 years old which make them ideal candidates for crack filling. Crack filling is intended to help keep water from entering the cracks and worsen the condition of the roadway through the freeze-thaw cycles of winter but is flexible enough to allow for the pavement to expand during the summer months. This resolution will allow this project to utilize MFT funding.

FINANCIAL IMPACT: \$30,000 of MFT Funding

NEIGHBORHOOD CONCERNS: Lane reductions as work is being performed

IMPACT IF APPROVED: MFT will be utilized for funding this project

IMPACT IF DENIED: MFT will not be utilized for funding this project

ALTERNATIVES: Use general fund

RELATED TO EFFICIENCY STUDY: Maintaining quality roads for residents

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

[illegible]

Motor Fuel Tax Resolution for Street Maintenance Crack Fill**Resolution No.**

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 26th DAY OF JUNE, 2017**

MAYOR

ATTEST:

CITY CLERK



Resolution for Maintenance Under the Illinois Highway Code

8.10.a



Resolution Number	Resolution Type	Section Number
	Original	17-00000-02-GM

BE IT RESOLVED, by the Council of the City of Pekin Illinois that there is hereby appropriated the sum of Thirty thousand and no Dollars (\$30,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/17 to 12/31/17 .

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

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

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

I Sue McMillan City Clerk in and for said City of Pekin in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Pekin at a meeting held on 06/26/17

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this June, 2017 .

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



8.10.a



Ending

12/31/17

Packet Pg. 143

Attachment: Resolution 17 02 (1143 : 17-00000-02-GM MFT Crack Fill)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 21, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Illinois Central College Lease Addendum No. 3

AGENDA DATE REQUESTED: June 26, 2017

ACTION REQUESTED: Approve Addendum No. 3 to Lease Between City of Pekin and Illinois Central College.

DESCRIPTION: Addendum to original Lease dated July 1, 2008 for a term effective July 1, 2017 to June 30, 2019.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**ADDENDUM NO. 3 TO LEASE BETWEEN
CITY OF PEKIN AND ILLINOIS CENTRAL COLLEGE**

The City of Pekin, an Illinois municipal corporation, ("Landlord") and the Board of Trustees of Community College District No. 514, commonly known as Illinois Central College or ICC, ("Tenant") hereby agree, by mutual consent, to the following additional terms and conditions regarding the Lease between Landlord and Tenant dated July 1, 2008, for the property described therein as the Premises as previously amended by Addendum No. 1 and Addendum No. 2.

1. Notwithstanding the provision of Section 1 of the Lease, Landlord and Tenant agree that the Term of the Lease shall expire June 30, 2019.
2. Notwithstanding the provision of Section 3 of the Lease, in recognition that Tenant has previously paid in excess of \$620,000 as rent for the Premises, has made leasehold improvements exceeding \$1,800,000, and provides for educational opportunities serving 400 to 500 students, which such educational opportunities benefit residents of the City of Pekin, and in the spirit of intergovernmental cooperation, Landlord and Tenant agree that Tenant shall not be obligated to pay any rent to Landlord for the Premises for the term set forth in Section 1 above. Furthermore, the Tenant agrees to make additional building and facility improvements over the remaining term of the lease to include; upgraded classroom technology, additional exterior signage to improve wayfinding, upgrades to landscaping and exterior painting and improvements to reflect similar branding to other ICC Campus locations.
3. So long as the Tenant shall continue to occupy the Premises, Tenant shall continue to maintain the Premises in accordance with Section 6 of the Lease.
4. In all other respects not modified by this Addendum, the Lease shall remain in full force and effect according to its terms.
5. This Addendum shall be effective as of July 1, 2017.

TENANT:

Board of Trustees of Community College District No. 514,
Commonly known as Illinois Central College or ICC

By: _____

Bruce Budde
Its Executive Vice President

LANDLORD:

City of Pekin,

Attest:

An Illinois municipal corporation

By:

John McCabe
Its Mayor

Sue McMillan
Its City Clerk