



City of Pekin

REGULAR COUNCIL MEETING MONDAY, JUNE 13, 2016
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor John McCabe</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of the Regular Council Meeting of May 23, 2016. VOTE REQUIRED		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Human Rights Committee Minutes dated February 24, 2016 and March 23, 2016; Draft Liquor Commission Minutes dated May 26, 2016; Traffic Safety Committee Minutes dated June 3, 2016; and Tazewell County Animal Control May Report.		5
7.2 Proclamation: "General Aviation Appreciation Month" Month of June, 2016		5
7.3 Adopt Resolution No. 26-16/17 – The Mayor's appointment of Timmothy Schwartz to the Liquor Commission for a term until April 30, 2018.		
7.4 Adopt Resolution No. 27-16/17 – The Mayor's appointments of Jason Juchems, Timothy Williams, and William Craig to the Library Board of Trustees for a term until June 30, 2019.		
7.5 Adopt Resolution No. 25-16/17 – Annual Prevailing Wage Resolution.		
7.6 Receive and File: Request for Proposals (RFP) for the City Manager Recruitment Services from JDGray, LLC; GovHR USA; Slavin Management Consultants; The Novak Consulting Group; Waters & Company; S. Renee Narioch & Associates.		

ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Presentation Illinois River Road National Scenic Byway		
8.2 Presentation Cellular Service Verizon Representatives		
9.0 NEW BUSINESS		
9.1 Illinois River Road National Scenic Byway Annual Marketing Investment DESCRIPTION: Request for \$5,000.00 contribution from the Tourism Fund to the Illinois Scenic Byway. The City of Pekin has kiosk at the Riverfront and there are seven gateway communities from Ottawa to Havana. VOTE REQUIRED	PA	4
9.2 Cellular Radio Communications DESCRIPTION: Request to enter into an agreement with Verizonwireless for calling plan, smartphones and accessories for the bus department. The equipment would bring department into compliance for two way communications on units. Quotes were received and funds were budgeted. VOTE REQUIRED	TW	2
9.3 Amendment to Franchise Agreement to Operate and Maintain a Cable System in the City of Pekin DESCRIPTION: Request of Comcast to amend the cable franchise agreement regarding EAS Emergency Alerts System per federal and state law and regulations. VOTE REQUIRED	SN	5
9.4 City Manager Recruitment Consultant Selection DESCRIPTION: Selection of a consultant for City Manager search for the City of Pekin. Six responses were received to Request for Proposals. City Council to choose one of the six firms to provide the service. VOTE REQUIRED	SN	5
9.5 Ordinance No. 2745-16/17- Adopting Local Agency Agreement for Jurisdictional Transfer DESCRIPTION: Cincinnati Township to convey to the City of Pekin South 5 th Street from 0.22 miles north of VFW Road northerly 0.07 miles. VOTE REQUIRED	MG	3
9.6 Resolution No. 28-16/17 – Approving the Administrative Services Agreement for the Fire Department Inspection and Compliance Program Services with Brycer, LLC	KN	2

DESCRIPTION: Approves “The Compliance Engine” implementation regarding submission of inspections, testing and maintenance of fire and life safety systems. VOTE REQUIRED		
9.7 Ordinance No. 1462-A-346-16/17 – Amending Title 8, Chapter 4, Section 3. F. of the Code of the City of Pekin 1995 Handicapped Parking Space DESCRIPTION: Recommendation of the Traffic Safety Committee to designate second on-street handicapped space on Buena Vista Avenue, west side, 61 ft. N of Washington Street in front of St. Paul Episcopal Church, 343 Buena Vista Avenue. VOTE REQUIRED	KN	5
9.8 Ordinance No. 1462-A347-16/17 - Amending Title 8, Chapter 2, Section 9 of the Code of the City of Pekin 1995 Authorized Stop Signs DESCRIPTION: Recommendation of the Traffic Safety Committee to place stop signs to stop traffic in all directions at the intersection of Easter Avenue and Columbus Drive by placing stops on Easter Avenue east-west at Columbus Drive. VOTE REQUIRED	KN	2
9.9 Agreement with Amec Foster Wheeler for Stormwater Utility Implementation DESCRIPTION: Approval of a professional services agreement to assist in the implementation of the Stormwater Utility in an amount not to exceed \$54,774.00. VOTE REQUIRED		
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION 5 ILCS 120/2 (c)		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

SN Sarah Newcomb Interim City Manager
MG Michael Guerra City Engineer
PA Pamela Anderson Community Development Director
KN Kurt Nelson Fire Chief
TW Ty Whitford Superintendent of Transportation

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554
ON MONDAY, MAY 23, 2016 AT 5:30 O'CLOCK P.M.
JOHN MCCABE, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, DUNN, GOLDEN, ORRICK, RITCHASON, ABEL, LUFT AND
MCCABE**

ABSENT: NONE

The Pledge of Allegiance was led by Mayor McCabe.

Roll was called and all Council Members were present. A quorum was declared.

AGENDA

Motion by Council Member Luft, seconded by Council Member Dunn that the agenda be approved as presented. On roll call voted Aye.

MINUTES

Motion by Council Member Luft, seconded by Council Member Abel that the **minutes of the Regular City Council Meeting of May 9, 2016 be approved as written.** On roll call vote all present voted Aye.

PUBLIC INPUT

Ann Witzig spoke to the Council on the agenda item to be discussed for the provisions in the City Code for Corporation Counsel. She ask that the Council look at the money being spent for legal counsel and at minimum have guidelines for an attorney to sign so that he performs his duties.
Bob Bramham voiced his opinion on the position of corporation counsel and spoke in favor of replacing the law firm of Elliff, Dancey & Bosich with an in-house attorney. He questioned just how much the attorney salary was. He questioned why we were paying another company to collect fines.

CONSENT AGENDA

Motion by Council Member Luft, seconded by Council Member Ritchason that the **CONSENT AGENDA be approved as now presented.** The following was read and presented by Mayor McCabe for consideration of the Consent Agenda items by Omnibus Vote. Mayor McCabe gave special attention to the proclamation and the Relay for Life Event. A representative encouraged the community to come out and walk.

7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes dated May 6, 2016; Electrical Commission Minutes dated May 5, 2016; and Tourism Committee Minutes dated May 10, 2016.
7.2 Proclamation: American Cancer Society Relay For Life Month of June, 2016

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

CHAMBER OF COMMERCE TRANSPORTATION COMMITTEE PRESENTATION

Bill Fleming Executive Director of the Pekin Chamber of Commerce asked to be able to present a short history of the Transportation Committee, presently 28 members from vast transportation backgrounds, who had been meeting since 1992. He introduced Chairman Rich Kriegsman. Mr. Kriegsman acknowledged Carole Shields and Denny Kief as critical players in formation of the committee and securing \$500,000 in funds through a strategic call to then Senator Luft for a feasibility study for a circumference road. Over the 24 years the committee's efforts have resulted in procuring over \$40 million for transportation improvements. He extended appreciation to the Council and talented staff for their support in working together.

DISCUSSION TITLE 1, CHAPTER 8.H CORPORATION COUNSEL

Mayor McCabe stated the discussion was meant to be how the City establishes procedure for hiring and

maintaining legal counsel and what changes should be undertaken on the provisions in the Code for the legal department. Council Member Golden noted at a previous meeting that there were sub-sections missing from the table of contents. Discussion followed. Council Member Abel stated the council had received studies of other communities and by far Pekin was the lowest. He would have to be convinced that the City could have the legal work done in house cheaper than Attorney Dancey's present firm. Council Member Dunn addressed his questions to Interim City Manager Sarah Newcomb. She reported the on-going attorney services study started as a result of the original question regarding in-house legal counsel. Previous managers had completed comparisons in other years resulting in a wash for advantages and disadvantages. It was Council Member Dunn's opinion to move forward at a time when it is crucial to hiring a city manager and his/her weighing-in on the decision was of importance. Interim City Manager Sarah Newcomb advised the Council that she had prepared the Request for Proposals for Corporation Counsel and could be sent out but she suggested it would be more feasible to wait for the new City Manager choice of hiring. Council Member Golden provided information from the Galesburg City Clerk that contradicted that Pekin was at the low end of the scale for legal costs. Council Member Orrick stated he had more questions to be answered and felt there should be no rush in replacing the present attorneys or sending RFPs until a City Manager was on board. Council Member Gold felt the opposite that it would be nice to have an attorney in place and ready to work with the new manager. He noted several occasions that the Corporation Counsel was lacking or at fault. He noted the the N. Pekin matter that had not been attempted to be resolved in 7 years. He stated the attorney situation was not just a matter of costs but a matter of work performance. Council Member Luft emphasized the importance of hiring a City Manager when continues to hold back on decisions until an attorney is on board

NEW BUSINESS

Motion by Council Member Ritchason, seconded by Council Member Orrick that the **HOUSING REHABILITATION CONSULTING CONTRACT**, be approved. Community Development Director Pamela Anderson recommended to the Council that the contract with the Pekin Housing Authority for the Community Development Block Grant (CDBG) Rehab Coordinator position be renewed for the one year term. She advised the City had participated with the Housing Authority for the last 10 years. The expense of the contract was \$2,791.67 a month budgeted within the current fiscal year CDBG allocation. Discussion followed on Council Member Golden's indication that the document should be signed by the Mayor and that the City Manager did not have the authority to sign the document. The Council Member stated he could not vote on yet another document that was not complete, clear, concise, and correct. Motion by Council Member Golden, seconded by Council Member Luft that the contract be amended by changing the signature of the City of Pekin to Mayor John McCabe. On roll call vote, Golden, Orrick, Luft, Ritchason and McCabe; Nays, Dunn and Abel. Motion Carried.

On roll call vote, Ayes, Orrick, Luft, Dunn, Abel, Ritchason and McCabe; Nay Golden. Motion Carried.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The public was given the opportunity to bring forward and issues, matters of concern, comments and questions. The following people addressed the Council: Larry Wolfer, Bob Bramham, Ann Witzig, Rick Hilst, John McNisch

EXECUTIVE SESSION

Motion by Council Member Ritchason, seconded by Council Member Orrick that the Council move to Executive Session at 8:00 p.m. to discuss **5 ILCS 120/2 (c) 11. Pending Litigation**. On roll call vote, all present voted Aye.

No further business to come before the Council, motion by Council Member Ritchason, seconded by Council Member Orrick, that Council adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting.

COUNCIL ADJOURNED AT 8:30 P.M.

Sue E. McMillan
City Clerk

City of Pekin Human Rights Committee Minutes

February 24, 2016; 7:30am; City of Pekin Front Conference Room

I. Welcome and introductions – Meeting called order by Danielle Owens at 7:30 a.m. Present: Melinda Figge, Bill Fleming, Roger Goodson, Daniell Owens, Linda Seth and Adrienne Southerland. Also Present: Pamela Anderson, John Dossey.

II. Approval of minutes (December 2015)- On a motion by Figge, second by Southerland, the minutes of the December meeting were approved as presented.

III. Correspondence and feedback – None

IV. Old Business

A. Bridges Out of Poverty (update) - Anderson has established a schedule of the Day 1 workshops for 2016. They will occur on a day in the last week of even numbered months. 18 are signed up for the February workshop. Information and registration is available on the city's website. Anderson will send the flyer to members so they can distribute to their circle of influence.

B. MLKJ luncheon (Peoria/wrap up)- Benjamin Jealous was a good speaker this year and those that attended thought it was a good event. Anderson is working on securing two tables for the City of Pekin again in 2017.

C. MLKJ celebration (Pekin/wrap up)- Figge reported the YWCA breakfast on Saturday was good. The program was good, but may have been over the head for some students. The crowd also got smaller as the event went on, particularly after a student group performed. The program schedule will be adjusted next year. Grace United Methodist Church provided free use of their facilities and the Y hopes to use that again next year.

D. Denise La Grassa (update) – Figge, Anderson, and Shannon Cox met twice with Denise La Grassa to discuss her appearance at the HRC event. It is planned for Friday, September 23, 2016 at the Speakeasy Art Center. The committee viewed a video of some of her performances. It was a good message, though some committee members were not fans of "performance art." The committee also viewed a video on Rick Lewis, an Art Professor from ISU. The committee is considering inviting him and another artist to exhibit their work at the Speakeasy at the same time.

The City of Pekin is a progressive community that recognizes the fundamental equality of all individuals and thus strives to ensure equality of opportunity for all. Pekin welcomes people of varied backgrounds and their contributions to the City –
a community made stronger by the presence of diversity.

**City of Pekin
Human Rights Committee
Minutes**

V. New Business

A. CDBG / City funding – There is still \$1,800 left in this year's budget that could be spent by the end of April. The committee was encouraged to submit their ideas to Anderson. Anderson also reported she made a presentation to the city council on the CDBG/HUD annual plan. They will vote on that plan at their March 14th meeting.

VI. Other business to come before the committee – none

A. Committee members The committee briefly discussed the need for a planning session (strategic?) to discuss our work. In particular, answering the questions, "Why do we do this?" "What's the end game?" and "How do we know we're making an impact?" No decisions or recommendations were made.

B. Committee advisory members - none

C. City staff - none

VIII. Adjournment – next meeting date March 23, 2016

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City of Pekin Human Rights Committee Minutes

March 23, 2016; 7:30am

I. Welcome and introductions: Danielle Owens called the meeting to order at 7:35 am. Present: Melinda Figge, Bill Fleming, Lynn Johnson and Danielle Owens. Also present: Pamela Anderson. No quorum present.

II. Approval of minutes (February 2016): No action taken

III. Correspondence and feedback: None

IV. Old Business

- A. CDBG / City funding: There is still \$1,800 left to spend in this year's budget. The budget year ends April 20th. We will spend \$300 to reimburse the Y for some of the expenses associated with the Stand Against Racism. Pamela will also research pens, bookmarks, etc. that can be used throughout the year.

V. New Business

- A. Strategic planning: The City's code spells out our mission and objectives. Do we need to have a discussion about the mission or objectives and suggestion changes to the City Council? Do we need to develop a list of strategies (priorities) to work on? Pamela will send us a copy of the code, and past priorities lists and we can discuss at next month's meeting.

VI. Other business to come before the committee

- A. Committee members: Stand Against Racism is Thursday, April 28th at noon on the Courthouse lawn.
- B. Committee advisory members: None
- C. City staff
 - 1. Pamela noted the next Bridges out of Poverty is scheduled for April 25th.
 - 2. Pamela noted the Salvation Army Transitional Center is closed temporarily for remodeling.

VIII. Adjournment – Adjourned at 8:00am. Next meeting is April 27, 2016

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**LIQUOR COMMISSION MINUTES
THURSDAY, MAY 26, 2016 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Liquor Commissioner John McCabe called the meeting to order at 4:00p.m.

PLEDGE of ALLEGIANCE
McCabe

ROLL CALL

The following members were present for roll call: Liquor Commissioner John McCabe, Deputy Liquor Commissioner Rick VonRohr, Police Chief John Dossey, and Fire Chief Kurt Nelson.

Also present: Attorney Burt Dancey

APPROVAL OF AGENDA

Motion made by Fire Chief Kurt Nelson to approve the agenda for May 26, 2016, seconded by Liquor Commissioner McCabe. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF LIQUOR COMMISSION MINUTES

Motion made by Police Chief Dosesy to approve the April 28, 2016 Liquor Commission minutes, seconded by Deputy Liquor Commissioner VonRohr. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nick Filarski, Broadway Liquors asked if there will be any action today on allowing alcohol to be sold in gas stations? Nick stated that Casey's saying they will build on Veteran's drive contingent upon if they get a liquor license – he stated they just built a new one in Morton without alcohol. Liquor Commissioner McCabe stated today's meeting is discussion only, no action will be taken.

NEW BUSINESS

Amend Liquor Code to establish a procedure concerning gaming/liquor:

Discussion: Liquor Commissioner McCabe feels the Commission needs to take some sort of action. Gaming parlors are flooding our community. It appears that there are a lot of larger corporations coming into the City applying for a Class A beer/wine only liquor license for just the gaming. We saw an increase from 4 gaming parlors last year to approximately 10 this year and we have several pending applications. The City of Pekin doesn't have any rules and regulations in place for gaming parlors. The City Clerk's office has 41 Class A liquor licenses, 9 Class B liquor licenses and 5 Class C liquor licenses. Suggestions were made to check the City of Peoria's code on licensing gaming parlors and/or Galesburg's. City Attorney Burt Dancey suggested putting a moratorium on all classes of liquor licenses for up to 6 months until the Liquor Commission and Council can enact an Ordinance. Police Chief Dossey asked if we could limit the number of liquor licenses that just want gaming machines. Attorney Dancey said we cannot limit licenses for that, but we can impose a code like Peoria did on business's that they have to have a percentage of food and beverage sales before being issued the liquor license. Liquor Commissioner McCabe had given Deputy Liquor Commissioner Rick VonRohr's list

that he had researched and compiled on different cities and their policy's regarding liquor licenses for gaming parlors. McCabe had only heard back from 1 Council member. It was also discussed on raising fees for liquor licenses, amusement devices and possibly add fees for gaming licenses. Attorney Dancey will come up with a draft and discuss with McCabe so he can then present to Council, possibly as soon as the June 13th City Council Meeting.

Change code for liquor sales at gas stations:

Discussion: Liquor Commissioner McCabe was approached about some property on Veteran's Drive that Casey's General Stores were thinking of purchasing and wanting to sell alcohol. We need to do some more research on other communities. VonRohr researched a while back and some options and restrictions regarding selling of alcohol in gas stations. There would have to be a certain percentage of food and other items sold, hard liquor behind the counter, and would have to be 900 square foot or larger. Cannot be a small liquor store and will have to have a separate cash register. VonRohr will go back and check his notes and put together recommendations for the Liquor Commissioner for the next meeting in June.

ANY OTHER BUSINESS

Liquor Commissioner McCabe stated he will have two new appointments to the Liquor Commission and will adopt the resolution on the June 13th, 2016 Council Meeting.

Fire Chief Nelson informed the Liquor Commission that he noticed the building at 319 Court that was called Bina's Place is up for sale or lease. Several departments spent a lot of man hours on inspections to get the building up to code so he could open a bar for the gaming machines and now see that it is listed for sale or lease. Nelson also asked if Instant Reply turned in their liquor license to the City Clerk's office, he noticed their business is closed and there is a sign in the window for sale. VonRohr will call the owner about getting the license returned.

Motion made my Fire Chief Nelson to adjourn, seconded by Liquor Commissioner McCabe.

Meeting adjourned at 4:55 P.M.

Next Regular Meeting will be Thursday, July 28, 2016 at 4:00 P.M.

Respectfully submitted, Paula Gensel, Liquor Commission Secretary

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
JUNE 3, 2016 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Kurt Nelson, Mike Guerra, Sarah Newcomb, Bob Shaw, Will Taylor, Dennis Zimmerman.

Also present: Don Baxter, Bill Scarcliff, Lee Ann Wrhel.

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

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

Motion by Dennis to approve the May 6, 2016 meeting minutes, seconded by Sarah. All in favor.

Old Business:

1. Flashing Beacon Lighting – Broadway Rd. @ 20th St. – Update

Mike reported that he will be sending a letter to PCHS School District #303 seeking their participation in funding. Pekin Park District will be participating in the funding of this project. The lighting is in the process of being installed. This item will be back on the next agenda for an update.

2. Traffic Speed – Upper Willow St. – Update

Due to the results from the traffic monitoring device in this location which indicated that speeding is not an issue, Bill made a motion to leave this area as is at this time. Will seconded the motion. All in favor.

New Business:

1. Handicapped Parking Space Request – 343 Buena Vista

Dottie McComas (346-7458) attended the meeting to speak on this agenda item on behalf of St. Paul Episcopal Church. The church is requesting an additional handicapped parking space in front of their building which is located at 343 Buena Vista. She indicated that they have an aging population in their congregation and could benefit from an additional handicapped space (there is currently one handicapped parking space in front of the church). Kurt indicated that it appears there is plenty of room in that location for a second handicapped parking space. Will made a motion to make a recommendation to City Council for consideration of placement of an additional handicapped parking space in this location as long as space allows for it. Don seconded the motion. All in favor.

2. Stop Sign Request – Easter @ Columbus

Lisa Huseman, 2202 Easter (309-267-6468) and Cassie VanDusen, 2205 Easter (641-530-8879) attended the meeting to speak on this agenda item. They are

concerned with the speed of traffic coming through their neighborhood. It was noted that there are currently stop signs in place on Columbus. After discussion, it was suggested to either change the stop signs from Columbus to Easter or make the intersection a 4-way stop. Will made a motion to make a recommendation to City Council for consideration of a 4-way stop at the intersection of Easter and Columbus. Dennis seconded the motion. All in favor.

Around the Table

Pamela Anderson attended the meeting with a request for consideration of "no right turn on red" at the intersection of Broadway and 14th Street. She has been contacted by a blind citizen who uses this intersection to access CityLink bus service. It was noted that this intersection already has audible signals in place. There was a question regarding whether the CityLink route can be changed. It was noted that the citizen is checking with CityLift to see if she qualifies for that service. This will be an agenda item for the next meeting.

Mike reported that the road construction work on VFW at the crossing is scheduled to begin next week. Currently, August is the target time to open it to traffic. He also reported that there will be construction to the railroad crossing at Washington and 2nd Street in the next month or so. The detour will be Derby to 14th Street. It is expected to take a week.

Bob reported that street painting downtown will begin Monday on third shift, weather permitting.

Will has been approached by an officer regarding traffic at the end of East Shore Drive. The residents in that area are asking for a "no outlet" sign. The Street Department will go out and install a sign at Arlan.

Kurt reported that the traffic control near the East Side Fire Station is not working properly, making it difficult for fire trucks to exit onto Court Street due to traffic.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JULY 1, 2016 @ 8:30 A.M.

Tazewell County Animal Control

City: City of Pekin

Date:

Billing for Month of:

May 2016

\$3,753.83

Tazewell Animal Control
Po Box 158
Tremont, IL 61568

City of Pekin
111 S. Capitol Room 242
Pekin, IL 61554

Animal Counts Brought in by Wardens between May 1, 2016 and May 31, 2016

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	LOHNES	City	2006 SIERRA DR	5/27/2016	Other	DEER (FAWN)	REL	0	160781
	HARMS	City	1423 S 12TH	5/5/2016	Cat	DSH	REL	6	160603
	HARMS	City	11 burning tree lane	5/3/2016	Other	COON	E	0	160594
	HARMS	City	1502 HENRY	5/3/2016	Other	BANNY ROOSTER	REL	0	160588
	HARMS	City	1502 HENRY	5/3/2016	Other	CHICKEN	REL	0	160590
	LOHNES	City	1513 MEMORIAL	5/18/2016	Other	RACCOON	E	0	160719
	HARMS	City	1502 HENRY	5/3/2016	Other	CHICKEN	REL	0	160589
	LOHNES	City	1513 S 7TH	5/27/2016	Other	CHICKEN	REL	4	160778
	HARMS	City	1502 HENRY	5/3/2016	Other	CHICKEN	REL	0	160591
	LOHNES	City	1001 CAROLINE	5/31/2016	Other	BAT	E	0	160805
	LOHNES	City	1003 S 4TH	5/16/2016	Cat	DSH	REL	0	160698
	LOHNES	City	910 COURT	5/4/2016	Cat	DMH	E	0	160598
	LOHNES	City	1203 MAPLE ST	5/5/2016	Cat	DMH	R	8	160601
	LOHNES	City	227 CATHERINE	5/10/2016	Dog	LASO			160644
	LOHNES	City	500 BLK MANOR	5/11/2016	Dog	HUSKY MIX	R	1	160665
	LOHNES	City	713 COURT	5/13/2016	Dog	ENGLISH BULLDO	R	3	160682
	LOHNES	City	COURT/WASHINGTON	5/14/2016	Dog	GOLDEN RETRIE	REL	9	160184
	LOHNES	City	14TH	5/14/2016	Other	HORSE	R	0	160685
	LOHNES	City	2101 VALENTINE	5/15/2016	Dog	PIT BULL	R	1	160689
	LOHNES	City	1003 KOCH	5/15/2016	Cat	DLH	REL	16	160691
	LOHNES	City	1003 S 4TH ST	5/16/2016	Cat	DSH	REL	0	160694
	LOHNES	City	1003 S 4TH ST	5/16/2016	Cat	DSH	REL	0	160695
	LOHNES	City	STATION 1 FIRESTATION	5/20/2016	Dog	PAPILLON	R	0	160724
	LOHNES	City	1003 S 4TH	5/16/2016	Cat	DSH	REL	0	160697
	LOHNES	City	1513 S 7TH	5/27/2016	Other	CHICKEN	R	0	160777
	LOHNES	City	PEKIN ANIMAL HOSPITAL	5/16/2016	Cat	DSH	REL	3	160699
	LOHNES	City	1312 S 14TH ST APT A	5/17/2016	Dog	CHOW CHOW	R	9	160704
	LOHNES	City	1003 S 4TH ST	5/17/2016	Cat	DSH	E	7	160709
	LOHNES	City	2108 GRANADA	5/17/2016	Other	BIRD	REL	0	160710
	LOHNES	City	PEKIN PD	5/19/2016	Dog	PIT	R	4	160722
	LOHNES	City	2002 CHICORY RD	5/24/2016	Other	OPOSSUM			160743
	LOHNES	City	300 CHARLOTTE #13	5/26/2016	Cat	DSH			160762
	LOHNES	City	300 CHARLOTTE #13	5/26/2016	Cat	DSH	REL	5	160763
	LOHNES	City	1513 S 7TH	5/27/2016	Other	CHICKEN	R	0	160774
	LOHNES	City	1513 S 7TH	5/27/2016	Other	CHICKEN	R	0	160775
	LOHNES	City	1513 S 7TH	5/27/2016	Other	CHICKEN	R	0	160776
	LOHNES	City	1003 S 4TH	5/16/2016	Cat	DSH	REL	0	160696
	HOMER	City	PPD	5/27/2016	Dog	TERRIER/HEELLE	R	4	160783
	HARMS	City	1312 S 12TH	5/25/2016	Other	RABBIT	REL	0	160757
	HARMS	City	1607 REMINGTON RD	5/12/2016	Dog	LAB MIX	R	0	160670
	HARMS	City	1511 AUGUSTA ST	5/26/2016	Dog	DACH			160761
	HOMER	City	1913 THARP	5/6/2016	Other	PIGEON	REL	1	160612
	HOMER	City	11TH & CHESTNUT	5/6/2016	Dog	MIN AUSSIE	R	3	160613
	HOMER	City	916S 9TH	5/7/2016	Other	OPPOSUM	REL	0	160617
	HOMER	City	DERBY & MECHANIC	5/7/2016	Dog	SHEP MIX	R	2	160618
	HOMER	City	1113 S CAPITAL	5/7/2016	Other	OPPOSUM	E	0	160622
	HOMER	City	237 COOPER	5/7/2016	Other	COON	REL	0	160623
	HOMER	City	1715 FLORENCE	5/7/2016	Other	COON	E	0	160624
	HOMER	City	614 ANNA ELIZA	5/8/2016	Cat	DMH	R	9	160626
	HARMS	City	2417 MAYWOOD	5/8/2016	Cat	DSH	REL	11	160629
	HOMER	City	1030 S 13TH	5/13/2016	Dog	DACH	R	10	160679
	HARMS	City	1312 S 12TH	5/25/2016	Other	RABBIT	REL	0	160756
	HOMER	City	14TH & PARK AVE	5/28/2016	Other	COON	REL	0	160784
	HOMER	City	1304 ROYAL	5/28/2016	Other	OPPOSUM	REL	0	160788

HOMER	City	1304 ROYAL	5/28/2016	Other	OPPOSUM	REL	0	160789
HOMER	City	1304 ROYAL	5/28/2016	Other	OPPOSUM	REL	0	160790
HOMER	City	1304 ROYAL	5/28/2016	Other	OPPOSUM	REL	0	160791
HOMER	City	1304 ROYAL	5/28/2016	Other	OPPOSUM	REL	0	160792
HOMER	City	1304 ROYAL AVE	5/28/2016	Other	OPPOSUM	REL	0	160793
HOMER	City	1304 ROYAL	5/28/2016	Other	OPPOSUM	REL	0	160794
HOMER	City	1304 ROYAL	5/28/2016	Other	OPPOSUM	REL	0	160795
HOMER	City	1304 ROYAL AVE	5/28/2016	Other	OPPOSUM	REL	0	160796
HOMER	City	1015 MARKET	5/29/2016	Dog	SHEP/PIT			160799
HOMER	City	1015 MARKET	5/29/2016	Dog	LAB			160800
HOMER	City	1227 ROYAL	5/12/2016	Cat	DSH	E	5	160675
HARMS	City	1109 N CAPITOL DR	5/22/2016	Dog	PIT	E	10	160733
HARMS	City	925 CATHERINE	5/17/2016	Dog	CHIHUAHUA	R	8	160702
HARMS	City	925 CATHERINE	5/17/2016	Dog	CHIHUAHUA	R	8	160703
HARMS	City	6TH/PARK AVE	5/18/2016	Dog	BASSETT HOUND	R	1	160718
HARMS	City	MARIGOLD & PARKWAY	5/20/2016	Dog	TERRIER MIX	D	0	160723
HARMS	City	279 KOCH	5/20/2016	Cat	DSH	E	7	160728
HARMS	City	9TH AND OXFORD	5/21/2016	Dog	SPANIEL MIX	R	2	160729
HARMS	City	1411 N 5TH	5/12/2016	Dog	DACH	REL	11	160672
HARMS	City	1607 REMINGTON RD	5/12/2016	Dog	RET MIX	R	0	160671
SANDE	City	100 TAPS LANE	5/6/2016	Cat	DLH	REL	7	160610
HARMS	City	100 TAPS LANE	5/12/2016	Dog	JACK RUSSELL M	REL	7	160674
HARMS	City	1307 JEFFERSON	5/22/2016	Other	COON	REL	0	160732
HARMS	City	1109 N CAPITOL	5/23/2016	Cat	DSH			160375
HARMS	City	647 S 11TH	5/23/2016	Other	RHODE ISLAND R			160738
HARMS	City	1200 BLOCK OF 4TH	5/10/2016	Dog	GERMAN SHEPH	R	3	160642
HARMS	City	320 S CAPITOL	5/24/2016	Other	COON	REL	0	160749
HARMS	City	1102 CHESTNUT	5/25/2016	Dog	LAB	R	1	160751
HARMS	City	1312 S 12TH	5/25/2016	Other	RABBIT	REL	0	160752
HARMS	City	1312 S 12TH	5/25/2016	Other	RABBIT	REL	0	160753
HARMS	City	1312 S 12TH	5/25/2016	Other	RABBIT	REL	0	160754
HARMS	City	1312 S 12TH	5/25/2016	Other	RABBIT	REL	0	160755
HARMS	City	1307 JEFFERSON	5/22/2016	Other	COON	REL	0	160731

Total Dogs picked up in Pekin: 27

Total Cats picked up in Pekin: 19

Total Others picked up in Pekin: 41

Animal Counts Brought in by Individuals between May 1, 2016 and May 31, 2016

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individual	City	805 KOCH	5/24/2016	Cat	DSH			160746
	Individual	County	12080 TOWERLINE RD	5/10/2016	Dog	BEAGLE MIX	R	1	160663
	Individual	City	9B COUNTRY CLUB CT	5/13/2016	Cat	DSH	E	4	160678
	Individual	City	1108 S 8TH	5/13/2016	Other	GUINEA PIG	A	11	160680
	Individual	City	1021 MECHANIC	5/18/2016	Cat	DSH	REL	1	160712
	Individual	City	1021 MECHANIC	5/18/2016	Cat	DSH	REL	1	160713
	Individual	City	1021 MECHANIC	5/18/2016	Cat	DSH	REL	1	160714
	Individual	City	1021 MECHANIC	5/18/2016	Cat	DSH	REL	1	160715
	Individual	City	1513 S 4TH	5/20/2016	Cat	SIAMESE MIX	REL	11	160725
	Individual	City	COOPER ST	5/3/2016	Dog	SHEP MIX			160587
	Individual	City	805 KOCH ST	5/24/2016	Cat	DSH			160745
	Owner R	City	2207 FAHNDERS DR	5/24/2016	Cat	DSH			160747
	Owner R	City	1404 BUSH STREET	5/2/2016	Cat	DMH	REL	9	160584
	Owner R	City	1206 BLACK ST	5/10/2016	Dog	BASSETT/BEAGL	REL	9	160653
	Owner R	City	1206 BLACK	5/10/2016	Cat	DMH	REL	2	160654
	Owner R	City	1254 FLORENCE #E	5/10/2016	Other	RAT	REL	10	160659
	Owner R	City	1254 FLORENCE #E	5/10/2016	Other	RAT	REL	10	160660
	Owner R	City	1254 FLORENCE #E	5/10/2016	Other	RAT	REL	10	160661
	Owner R	City	1254 FLORENCE #E	5/10/2016	Other	RAT	REL	10	160662
	Owner R	City	1200 S 2ND	5/23/2016	Cat	DSH			160737
	Individual	City	715 s 9th	5/23/2016	Other	STARLING	E	1	160739

Total Dogs picked up in Pekin: 3

Total Cats picked up in Pekin: 12

Total Others picked up in Pekin: 6



WHEREAS, general aviation and community airports play an important role in the lives of our citizens, as well as in the operation of our businesses and farms; and,

WHEREAS, the State of Illinois has a significant interest in the continued vitality of general aviation, aerospace, aircraft manufacturing, educational institutions, aviation organizations, community airports and airport operators; and,

WHEREAS, according to the Illinois Department of Transportation's Division of Aeronautics, there are 98 public-use general aviation airports in Illinois, supporting more than 14,000 general aviation pilots and more than 5,600 aircraft; and,

WHEREAS, according to Federal Aviation Administration data, Illinois is home to 96 repair stations, 13 FAA-approved pilot schools, 3,354 flight instructors and 3,119 student pilots; and,

WHEREAS, many communities in Illinois support general aviation and community airports for the continued flow of commerce, aviation education, and travel for tourists and visitors to our state;

THEREFORE, I, Bruce Rauner, Governor of the State of Illinois, do hereby proclaim the month of June 2016, as **GENERAL AVIATION APPRECIATION MONTH** in Illinois and encourage all citizens to join in its observance.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.



Done at the Capitol in the City of Springfield,
this TWENTY-SIXTH day of MAY, in
the Year of Our Lord, two thousand and
SIXTEEN, and of the State of Illinois,
one hundred and NINETY-EIGHTH.

Dee Dee White

SECRETARY OF STATE

Bruce Rauner

GOVERNOR

WHEREAS, general aviation and community airports play an important role in the lives of our citizens, as well as in the operation of our businesses and farms; and

WHEREAS, the State of Illinois has a significant interest in the continued vitality of general aviation, aerospace, aircraft manufacturing, educational institutions , aviation organizations, community airports and airport operators; and

WHEREAS, according to the Illinois Department of Transportation's Division of Aeronautics, there are 98 public-use general aviation airports in Illinois, supporting more than 14,000 general aviation pilots and more than 5,600 aircraft; and

WHEREAS, according to Federal Aviation Administration data, Illinois is home to 96 repair stations, 13 FAA-approved pilot schools, 3,354 flight instructors and 3,199 student pilots; and

WHEREAS, many communities in Illinois support general aviation and community airports for the continued flow of commerce, aviation education, and travel for tourists and visitors to our state.

NOW, THEREFORE, BE IT RESOLVED, that I, JOHN MCCABE, Mayor of the City of Pekin, do hereby proclaim the month of June, 2016 as,

"GENERAL AVIATION APPRECIATION MONTH"

in Pekin, Tazewell County, Illinois.

Adopted this 13th day of June in the Year of Our Lord, Two Thousand and Sixteen.

JOHN MCCABE
MAYOR

ATTEST:

SUE E. McMILLAN
CLERK

26-16/17
RESOLUTION No. _____

June 13, 2016
PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Timmothy Schwartz to the Liquor Commission for a two year term
until April 30, 2018 is hereby approved.

SIGNED BY _____
MAYOR.



City of Pekin

Application for Appointment to a City Commission, Board, or Committee

The City of Pekin welcomes your interest in an appointment to a commission, board, or committee. These organizations are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness.

Your Name: Dr Timmothy Schwartz

Your Address: 1411 N Tenth St Pekin, IL

Your Telephone Number: 309-267-3318

Your E-Mail Address: timm@smfdentistry.com

Your Work Telephone Number: 346-3175

You are interested in serving on which commission, board, or committee? Liquor Commission

Why are you interested in serving? I am interested in the future of Pekin, especially as it relates to an active business environment

What qualifications do you have to serve? A resume is not required, but if you have one please attach it to this application.

Lifelong Pekin resident

37 year business owner

Past President Pekin Chamber of Commerce

Past member Pekin Economic Development Advisory Council

Multiple boards and committees of civic organizations and dental industry

What happens next?

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission, board, or committee. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554
309-477-2300 * 309-346-2095 fax

LIQUOR COMMISSION

4:00 P.M. FOURTH THURSDAY OF THE MONTH
2 year term

DR. TIMMOTHY SCHWARTZ..... TERM ENDS APRIL 30, 2018
1411 N. 10TH STREET
timmm@smfdentisty.com

VACANCY TERM ENDS APRIL 30, 2018

CHIEF OF POLICE DESIGNATED
JOHN V. DOSSEY
jvdossey@ci.pekin.il.us

FIRE CHIEF DESIGNATED
KURT NELSON
knelson@ci.pekin.il.us

SUE BOSICH
CORPORATION COUNSEL
sbosich@grics.net

MAYOR JOHN H. MCCABE
LIQUOR COMMISSIONER
jmccabe@ci.pekin.il.us

OFFICER RICK VON ROHR
DEPUTY LIQUOR COMMISSIONER
rcvonrohr@ci.pekin.il.us

27-16/17
RESOLUTION No._____

June 13, 2016
PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's reappointments of Jason Juchems, Timothy Williams, and William Craig to the
Library Board of Trustees for a three year term until June 30, 2019 are hereby approved.

SIGNED BY _____
MAYOR.

McMillan, Sue

From: Jeff Brooks <director@pekinpubliclibrary.org>
Sent: Tuesday, April 12, 2016 9:17 AM
To: McMillan, Sue; McCabe, John
Subject: Library Board Members

Mr. Mayor,

Board Members Bill Craig, President Jason Juchems, and, Tim Williams would like to be reappointed to another term. We begin working on our 10 year capital plan this year to plan the care of the building, and the three bring facilities planning and financial experience to the table.

Thank you, Jeff

--
Jeff Brooks
Director
Pekin Public Library
309-347-7111, ext 228
www.pekinpubliclibrary.org

We empower people to enrich our community.

LIBRARY BOARD

5:00 P.M. 4TH TUESDAY OF THE MONTH (LIBRARY)

CARRIE ALLEN
914 SOUTH 9TH STREET
347-1092
633-3721 TERM ENDS JUNE 30, 2017
ceejay@itv-3.com

VICKIE KOCH
2503 N. PARKWAY DRIVE
347-6119 TERM ENDS JUNE 30, 2017
vkoch@itv-3.com

LESLIE LEITNER
3 VETTER COURT
353-2771 TERM ENDS JUNE 30, 2017
leitner@grics.net

MARY JANE SOURS
1107 PARK AVENUE
347-3966 TERM ENDS JUNE 30, 2018

RANDY TURNER
1607 NORTH 8TH STREET
353-4394 TERM ENDS JUNE 30, 2018

SUE CROWELL
332 PARK AVENUE
346-2432 TERM ENDS JUNE 30, 2018
JASON JUCHEMS
1306 CATHERINE

353-7991 TERM ENDS JUNE 30, 2019
jason.juchems@pekin.net

TIMOTHY WILLIAMS
504 SOUTH 8TH STREET
346-2602 TERM ENDS JUNE 30, 2019

WILLIAM CRAIG
2112 ANDERSON COURT
346-2336 TERM ENDS JUNE 30, 2019
billandgayle46@yahoo.com



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: Interim City Manager Sarah Newcomb

From: Sue E. McMillan, City Clerk

CONSENT AGENDA ITEM: Resolution No. 25-16/17 - Annual Prevailing Wage

AGENDA DATE REQUESTED: June 13, 2016

ACTION REQUESTED: Adoption of the Annual Prevailing Wage resolution and publication.

DESCRIPTION: The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on Public Works construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.

The City of Pekin, by policy, during the month of June of each calendar year, investigates the rate of wages to be paid and post or keeps available its determination. The City of Pekin accepts the Illinois Department of Labor's ascertained list of classifications and rates for Tazewell County. The rates have not been updated by the State since July 2015. This information is attached to the Resolution, which remains posted in the lobby of City Hall throughout the year.

After acceptance by the Council the adopted resolution is certified and filed in the office of the Secretary of State in Springfield pursuant to the Act and 820 ILCS 130-9. For compliance a Legal Notice is then published in the *Pekin Times*, making the public aware that the information is available for inspection of interested parties. The City must also include provisions concerning the prevailing wage into each public works ordinance, bid, bid specifications, and contract.

FINANCIAL IMPACT: None.

NEIGHBORHOOD CONCERNS: None.

IMPACT IF APPROVED: Pay rates for Tazewell County paid to trade classifications listed on the IDOT schedule.

IMPACT IF DENIED: Potential compromise of funding sources for various public works projects.

ALTERNATIVES: Not to adopt a prevailing wage policy and the Department of Labor determines the prevailing wage for the public body.

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

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

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

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

	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: <i>Sue A. McMillan</i>	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager: <i>Jarah Newcomb</i>	
Date: <i>6/6/16</i>	

RESOLUTION NO. 25-16/17

**A RESOLUTION OF THE CITY OF PEKIN, TAZEWELL COUNTY,
ILLINOIS ASCERTAINING THE PREVAILING RATES
OF WAGES FOR LABORERS, WORKERS AND MECHANICS
EMPLOYED AT PUBLIC WORKS OF THE CITY OF PEKIN**

WHEREAS, the Prevailing Wage Law, Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes approved June 26, 1941, as amended, requires that each public body awarding any construction contract for public work or doing such work by day labor shall annually ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party and a certified copy hereof must be promptly filed in the Office of the Secretary of State and Labor Department and be provided to others on request; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, County of Tazewell, State of Illinois, that the prevailing wages as set forth in the document attached hereto are incorporated herein by reference as the prevailing rates of hourly wages in the City of Pekin, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that the City Clerk shall publicly post or keep available for inspection by any interested party in the main office of this City this determination of prevailing rates of wages; and

BE IT RESOLVED that the City Clerk shall mail a copy of this determination to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this determination and that it is effective prevailing wage determination of this public body.

ADOPTED AND APPROVED THIS 13TH DAY OF JUNE, 2016.

ATTEST:

John McCabe, Mayor

Sue E. McMillan, City Clerk

Tazewell County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
ASBESTOS ABT-GEN	NW	BLD		26.700	28.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800	
ASBESTOS ABT-GEN	NW	HWY		29.910	31.410	1.5	1.5	2.0	7.700	17.47	0.000	0.800	
ASBESTOS ABT-GEN	SE	BLD		27.150	27.900	1.5	1.5	2.0	8.500	13.25	0.000	0.800	
ASBESTOS ABT-MEC		BLD		32.510	35.010	1.5	1.5	2.0	11.47	10.96	0.000	0.720	
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400	
BRICK MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590	
CARPENTER		BLD		30.880	33.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520	
CARPENTER		HWY		32.700	34.950	1.5	1.5	2.0	8.000	15.81	0.000	0.520	
CEMENT MASON		BLD		28.050	29.800	1.5	1.5	2.0	7.500	15.65	0.000	0.500	
CEMENT MASON		HWY		29.280	30.780	1.5	1.5	2.0	7.500	16.02	0.000	0.500	
CERAMIC TILE FNSHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380	
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260	
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430	
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280	
ELECTRICIAN		ALL		34.820	37.320	1.5	1.5	2.0	6.500	11.68	0.000	0.800	
ELECTRICIAN		BLD		34.820	37.320	1.5	1.5	2.0	6.100	11.43	0.000	0.400	
ELECTRONIC SYS TECH		BLD		28.250	30.250	1.5	1.5	2.0	6.350	10.54	0.000	0.400	
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600	
GLAZIER		BLD		31.870	33.870	1.5	1.5	1.5	10.25	7.700	0.000	1.250	
HT/FROST INSULATOR		BLD		43.350	45.850	1.5	1.5	2.0	11.47	12.36	0.000	0.720	
IRON WORKER		BLD		32.190	34.090	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
IRON WORKER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
LABORER	NW	BLD		26.100	27.600	1.5	1.5	2.0	7.700	16.21	0.000	0.800	
LABORER	NW	HWY		29.160	30.660	1.5	1.5	2.0	7.700	17.47	0.000	0.800	
LABORER	SE	BLD		27.150	27.900	1.5	1.5	2.0	8.500	13.25	0.000	0.800	
LABORER	SE	HWY		30.490	31.990	1.5	1.5	2.0	8.500	15.30	0.000	0.800	
LATHER		BLD		30.880	33.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520	
MACHINERY MOVER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
MARBLE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.87	0.000	0.520	
MILLWRIGHT		HWY		33.060	35.310	1.5	1.5	2.0	8.000	15.95	0.000	0.520	
OPERATING ENGINEER		BLD 1		37.050	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000	
OPERATING ENGINEER		BLD 2		34.450	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000	
OPERATING ENGINEER		BLD 3		30.160	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000	
OPERATING ENGINEER		HWY 1		38.150	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000	
OPERATING ENGINEER		HWY 2		35.460	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000	
OPERATING ENGINEER		HWY 3		31.030	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000	
PAINTER		ALL		33.650	35.650	1.5	1.5	1.5	10.30	8.200	0.000	1.350	
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000	
PILEDRIIVER		BLD		31.880	34.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520	
PILEDRIIVER		HWY		33.700	35.950	1.5	1.5	2.0	8.000	15.81	0.000	0.520	
PIPEFITTER		BLD		37.400	41.510	1.5	1.5	2.0	7.000	11.63	0.000	1.060	
PLASTERER		BLD		28.140	29.770	1.5	1.5	2.0	7.500	15.00	0.000	0.870	
PLUMBER		BLD		34.520	37.630	1.5	1.5	2.0	7.000	13.86	0.000	0.950	
ROOFER		BLD		30.580	32.110	1.5	1.5	2.0	8.450	7.220	0.000	0.250	
SHEETMETAL WORKER		BLD		32.430	34.050	1.5	1.5	2.0	9.120	15.55	0.000	0.780	
SIGN HANGER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350	
STEEL ERECTOR		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000	
STONE MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590	
SURVEY WORKER	->NOT IN EFFECT			NW ALL	28.600	30.100	1.5	1.5	2.0	7.700	14.86	0.000	0.800
SURVEY WORKER	->NOT IN EFFECT			SE ALL	29.060	30.560	1.5	1.5	2.0	8.000	14.06	0.000	0.800
TERRAZZO FINISHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
TERRAZZO MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
TILE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580	
TRUCK DRIVER		ALL 1		33.000	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250	
TRUCK DRIVER		ALL 2		33.480	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250	
TRUCK DRIVER		ALL 3		33.700	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250	
TRUCK DRIVER		ALL 4		34.010	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250	
TRUCK DRIVER		ALL 5		34.900	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250	
TRUCK DRIVER		O&C 1		27.280	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250	

TRUCK DRIVER	O&C 2	27.680	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 3	27.860	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 4	28.110	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 5	28.850	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TUCKPOINTER	BLD	32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters

FILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse

call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (Industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight

Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

LEGAL NOTICE

NOTICE OF
RESOLUTION NO. 25-16/17
PREVAILING WAGE RATES

TAKE NOTICE that the City Council of the City of Pekin, pursuant to "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941 as amended, has determined on, and as effective from June 25, 2012, that the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the City of Pekin is the same as determined by the Department of Labor of the State of Illinois for Tazewell County as of July 1, 2015. A copy of the full Resolution and the Department of Labor determination is available for inspection by any interested party in the Office of the City Clerk, 111 South Capitol Street, Pekin, Illinois 61554, and to any employer or association of employers and any person or association of employees who have filed, or file their names and addresses, requesting copies of the same.

BY: Sue E. McMillan, City Clerk
City of Pekin, County of Tazewell
111 South Capitol Street
Pekin, Illinois 61554



COUNCIL/MANAGER
GOVERNMENT

City of Pekin

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

111 S. CAPITOL STREET PEKIN, ILLINOIS 61554 (309) 478-5357 FAX (309) 346-2095
TRANSMITTAL SHEET

DATE: June 14, 2016

FROM: Sue E. McMillan
City Clerk

TO: Director Hugo Chaviano

COMPANY: Office of the Secretary of State Jesse White
Index Department
111 E. Monroe Street
Springfield, IL 62756

SUBJECT: Prevailing Wage Resolution

COMMENTS:

Enclosed: Certified Copy of Resolution No. 25-16/17 – Prevailing Wage adopted at the Pekin City Council Meeting of June 13, 2016 for your records.



COUNCIL/MANAGER
GOVERNMENT

City of Pekin

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

111 S. CAPITOL STREET PEKIN, ILLINOIS 61554 (309) 478-5357 FAX (309) 346-2095

TRANSMITTAL SHEET

DATE:

June 14, 2016

FROM:

Sue E. McMillan
City Clerk

TO:

Randall S. Blankenhorn
Secretary

COMPANY:

Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764

SUBJECT:

Prevailing Wage Resolution

COMMENTS:

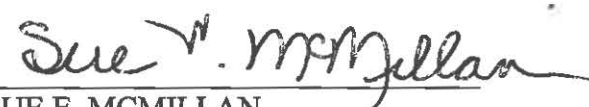
Enclosed: Certified Copy of Resolution No. 25-16/17 – Prevailing Wage adopted at the Pekin City Council Meeting of June 13, 2016 for your records. If this document is to go to any other IDOT address please inform the City of Pekin at smcmillan@ci.pekin.il.us

CERTIFICATE

I, SUE E. MCMILLAN, CITY CLERK IN AND FOR THE CITY OF PEKIN, IN THE COUNTIES OF TAZEWELL AND PEORIA, 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 RESOLUTION NO. 25-16/17 PREVAILING WAGE, ADOPTED UNANIMOUSLY BY THE CITY COUNCIL OF THE CITY OF PEKIN AT ITS COUNCIL MEETING HELD ON JUNE 13, 2016

GIVEN UNDER MY HAND AND SEAL THIS 13th DAY OF June, 2016

(SEAL)


SUE E. MCMILLAN
CITY CLERK

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Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

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EMPLOYMENT

(820 ILCS 130/) Prevailing Wage Act.

(820 ILCS 130/0.01) (from Ch. 48, par. 39s-0.01)
Sec. 0.01. Short title. This Act may be cited as the Prevailing Wage Act.
(Source: P.A. 86-1324.)

(820 ILCS 130/1) (from Ch. 48, par. 39s-1)
Sec. 1. It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.
(Source: P.A. 83-443.)

(820 ILCS 130/2) (from Ch. 48, par. 39s-2)
Sec. 2. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as hereinafter defined, by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.
As used in this Act, unless the context indicates otherwise:
"Public works" means all fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds. "Public works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions, including but not limited to: bonds issued under the Industrial Project Revenue Bond Act (Article 11, Division 74 of the Illinois Municipal Code), the Industrial Building Revenue Bond Act, the Illinois Finance Authority Act, the Illinois Sports Facilities Authority Act, or the Build Illinois Bond Act; loans or other funds made available pursuant to the Build Illinois Act; loans or other funds made available pursuant to the Riverfront Development Fund under Section 10-15 of the River Edge Redevelopment Zone Act; or funds from the Fund for Illinois' Future under Section 6z-47 of the State Finance Act, funds for school construction under Section 5 of the General Obligation

Bond Act, funds authorized under Section 3 of the School Construction Bond Act, funds for school infrastructure under Section 62-45 of the State Finance Act, and funds for transportation purposes under Section 4 of the General Obligation Bond Act. "Public works" also includes (i) all projects financed in whole or in part with funds from the Department of Commerce and Economic Opportunity under the Illinois Renewable Fuels Development Program Act for which there is no project labor agreement; (ii) all work performed pursuant to a public private agreement under the Public Private Agreements for the Illiana Expressway Act or the Public-Private Agreements for the South Suburban Airport Act; and (iii) all projects undertaken under a public-private agreement under the Public-Private Partnerships for Transportation Act. "Public works" also includes all projects at leased facility property used for airport purposes under Section 35 of the Local Government Facility Lease Act. "Public works" also includes the construction of a new wind power facility by a business designated as a High Impact Business under Section 5.5(a)(3)(E) of the Illinois Enterprise Zone Act. "Public works" does not include work done directly by any public utility company, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds. "Public works" also includes any corrective action performed pursuant to Title XVI of the Environmental Protection Act for which payment from the Underground Storage Tank Fund is requested. "Public works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public works" does not include work performed for soil and water conservation purposes on agricultural lands, whether or not done under public supervision or paid for wholly or in part out of public funds, done directly by an owner or person who has legal control of those lands.

"Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

"Locality" means the county where the physical work upon public works is performed, except (1) that if there is not available in the county a sufficient number of competent skilled laborers, workers and mechanics to construct the public works efficiently and properly, "locality" includes any other county nearest the one in which the work or construction is to be performed and from which such persons may be obtained in sufficient numbers to perform the work and (2) that, with respect to contracts for highway work with the Department of Transportation of this State, "locality" may at the discretion of the Secretary of the Department of Transportation be construed to include two or more adjacent counties from which workers may be accessible for work on such construction.

"Public body" means the State or any officer, board or commission of the State or any political subdivision or department thereof, or any institution supported in whole or in part by public funds, and includes every county, city, town, village, township, school district, irrigation, utility, reclamation improvement or other district and every other political subdivision, district or municipality of the state whether such political subdivision, municipality or district operates under a special charter or not.

The terms "general prevailing rate of hourly wages", "general prevailing rate of wages" or "prevailing rate of wages" when used in this Act mean the hourly cash wages plus annualized fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance,

vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.
(Source: P.A. 97-502, eff. 8-23-11; 98-109, eff. 7-25-13; 98-482, eff. 1-1-14; 98-740, eff. 7-16-14; 98-756, eff. 7-16-14.)

(820 ILCS 130/3) (from Ch. 48, par. 39s-3)

Sec. 3. Not less than the general prevailing rate of hourly wages for work of a similar character on public works in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, shall be paid to all laborers, workers and mechanics employed by or on behalf of any public body engaged in the construction or demolition of public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by the sellers and suppliers or the manufacture or processing of materials or equipment, in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works. The wage for a tradesman performing maintenance is equivalent to that of a tradesman engaged in construction or demolition.
(Source: P.A. 95-341, eff. 8-21-07; 96-186, eff. 1-1-10.)

(820 ILCS 130/4) (from Ch. 48, par. 39s-4)

Sec. 4. Ascertaining prevailing wage.

(a) The public body awarding any contract for public work or otherwise undertaking any public works, shall ascertain the general prevailing rate of hourly wages in the locality in which the work is to be performed, for each craft or type of worker or mechanic needed to execute the contract, and where the public body performs the work without letting a contract therefor, shall ascertain the prevailing rate of wages on a per hour basis in the locality, and such public body shall specify in the resolution or ordinance and in the call for bids for the contract, that the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the public body or by the Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work, and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, and where the public body performs the work, upon the public body, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work; provided, however, that if the public body desires that the Department of Labor ascertain the prevailing rate of wages, it shall notify the Department of Labor to ascertain the general prevailing rate of hourly wages for work under contract, or for work performed by a public body without letting a contract as required in the locality in which the work is to be performed, for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. Upon such notification the Department of Labor shall ascertain such general prevailing rate of wages, and certify the prevailing wage to such public body.

(a-1) The public body or other entity awarding the contract shall cause to be inserted in the project

specifications and the contract a stipulation to the effect that not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under the contract.

(a-2) When a public body or other entity covered by this Act has awarded work to a contractor without a public bid, contract or project specification, such public body or other entity shall comply with subsection (a-1) by providing the contractor with written notice on the purchase order related to the work to be done or on a separate document indicating that not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers, and mechanics performing work on the project.

(a-3) Where a complaint is made and the Department of Labor determines that a violation occurred, the Department of Labor shall determine if proper written notice under this Section 4 was given. If proper written notice was not provided to the contractor by the public body or other entity, the Department of Labor shall order the public body or other entity to pay any interest, penalties or fines that would have been owed by the contractor if proper written notice were provided. The failure by a public body or other entity to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, as determined under this Act. For the purposes of this subsection, back wages shall be limited to the difference between the actual amount paid and the prevailing rate of wages required to be paid for the project. The failure of a public body or other entity to provide written notice under this Section 4 does not diminish the right of a laborer, worker, or mechanic to the prevailing rate of wages as determined under this Act.

(b) It shall also be mandatory upon the contractor to whom the contract is awarded to insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. A contractor or subcontractor who fails to comply with this subsection (b) is in violation of this Act.

(b-1) When a contractor has awarded work to a subcontractor without a contract or contract specification, the contractor shall comply with subsection (b) by providing a subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on the project. A contractor or subcontractor who fails to comply with this subsection (b-1) is in violation of this Act.

(b-2) Where a complaint is made and the Department of Labor determines that a violation has occurred, the Department of Labor shall determine if proper written notice under this Section 4 was given. If proper written notice was not provided to the subcontractor by the contractor, the Department of Labor shall order the contractor to pay any interest, penalties, or fines that would have been owed by the subcontractor if proper written notice were provided. The failure by a contractor to provide written notice to a subcontractor does not relieve the subcontractor of the duty to comply with the prevailing wage rate, nor of the obligation

to pay any back wages, as determined under this Act. For the purposes of this subsection, back wages shall be limited to the difference between the actual amount paid and the prevailing rate of wages required for the project. However, if proper written notice was not provided to the contractor by the public body or other entity under this Section 4, the Department of Labor shall order the public body or other entity to pay any interest, penalties, or fines that would have been owed by the subcontractor if proper written notice were provided. The failure by a public body or other entity to provide written notice does not relieve the subcontractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, as determined under this Act. For the purposes of this subsection, back wages shall be limited to the difference between the actual amount paid and the prevailing rate of wages required for the project. The failure to provide written notice by a public body, other entity, or contractor does not diminish the right of a laborer, worker, or mechanic to the prevailing rate of wages as determined under this Act.

(c) A public body or other entity shall also require in all contractor's and subcontractor's bonds that the contractor or subcontractor include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract or other written instrument. All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract.

(d) If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body or other entity, the revised rate shall apply to such contract, and the public body or other entity shall be responsible to notify the contractor and each subcontractor, of the revised rate.

The public body or other entity shall discharge its duty to notify of the revised rates by inserting a written stipulation in all contracts or other written instruments that states the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. This shall be deemed to be proper notification of any rate changes under this subsection.

(e) Two or more investigatory hearings under this Section on the issue of establishing a new prevailing wage classification for a particular craft or type of worker shall be consolidated in a single hearing before the Department. Such consolidation shall occur whether each separate investigatory hearing is conducted by a public body or the Department. The party requesting a consolidated investigatory hearing shall have the burden of establishing that there is no existing prevailing wage classification for the particular craft or type of worker in any of the localities under consideration.

(f) It shall be mandatory upon the contractor or construction manager to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. In lieu of posting on the project site of the public works, a contractor which has a business location where laborers, workers, and mechanics regularly visit may: (1) post in a conspicuous location at that business the current prevailing wage rates for each county in which the contractor is performing work; or (2) provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. A failure to post or provide a prevailing wage rate as required by this

Section is a violation of this Act.

(Source: P.A. 96-437, eff. 1-1-10; 97-964, eff. 1-1-13.)

(820 ILCS 130/5) (from Ch. 48, par. 39s-5)

Sec. 5. Certified payroll.

(a) Any contractor and each subcontractor who participates in public works shall:

(1) make and keep, for a period of not less than 3 years from the date of the last payment made before January 1, 2014 (the effective date of Public Act 98-328) and for a period of 5 years from the date of the last payment made on or after January 1, 2014 (the effective date of Public Act 98-328) on a contract or subcontract for public works, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include (i) the worker's name, (ii) the worker's address, (iii) the worker's telephone number when available, (iv) the worker's social security number, (v) the worker's classification or classifications, (vi) the worker's gross and net wages paid in each pay period, (vii) the worker's number of hours worked each day, (viii) the worker's starting and ending times of work each day, (ix) the worker's hourly wage rate, (x) the worker's hourly overtime wage rate, (xi) the worker's hourly fringe benefit rates, (xii) the name and address of each fringe benefit fund, (xiii) the plan sponsor of each fringe benefit, if applicable, and (xiv) the plan administrator of each fringe benefit, if applicable; and

(2) no later than the 15th day of each calendar month file a certified payroll for the immediately preceding month with the public body in charge of the project. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of this Act and guilty of a Class A misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) before January 1, 2014 (the effective date of Public Act 98-328) for a period of not less than 3 years, and the records submitted in accordance with this paragraph (2) of subsection (a) on or after January 1,

2014 (the effective date of Public Act 98-328) for a period of 5 years, from the date of the last payment for work on a contract or subcontract for public works. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.

A contractor, subcontractor, or public body may retain records required under this Section in paper or electronic format.

(b) Upon 7 business days' notice, the contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

(c) A contractor or subcontractor who remits contributions to fringe benefit funds that are jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act shall make and keep certified payroll records that include the information required under items (i) through (viii) of paragraph (1) of subsection (a) only. However, the information required under items (ix) through (xiv) of paragraph (1) of subsection (a) shall be required for any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act.

(Source: P.A. 97-571, eff. 1-1-12; 98-328, eff. 1-1-14; 98-482, eff. 1-1-14; 98-756, eff. 7-16-14.)

(820 ILCS 130/5.1)

Sec. 5.1. Electronic database. Subject to appropriation, the Department shall develop and maintain an electronic database capable of accepting and retaining certified payrolls submitted under this Act. The database shall accept certified payroll forms provided by the Department that are fillable and designed to accept electronic signatures.

(Source: P.A. 98-482, eff. 1-1-14.)

(820 ILCS 130/6) (from Ch. 48, par. 39s-6)

Sec. 6. Any officer, agent or representative of any public body who wilfully violates, or willfully fails to comply with, any of the provisions of this Act, and any contractor or subcontractor, and any officer, employee, or agent thereof, who as such officer, employee, or agent, has a duty to create, keep, maintain, or produce any record or document required by this Act to be created, kept, maintained, or produced who willfully fails to create, keep, maintain, or produce such record or document as or when required by this Act, is guilty of a Class A misdemeanor.

The Department of Labor shall inquire diligently as to any violation of this Act, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of this Act. The Attorney General shall prosecute such cases upon complaint by the Department or any interested person.

(Source: P.A. 97-571, eff. 1-1-12.)

(820 ILCS 130/7) (from Ch. 48, par. 39s-7)

Sec. 7. The finding of the public body awarding the contract or authorizing the work or the Department of Labor ascertaining and declaring the general prevailing rate of hourly wages shall be final for all purposes of the contract for public work then being considered, unless reviewed under the provisions of this Act. Nothing in this Act, however, shall be construed to prohibit the payment to any laborer, worker or mechanic employed on any public work, as aforesaid, of more than the prevailing rate of wages; provided further that nothing in this Act shall be construed to limit the hours of work which may be performed by any person in any particular period of time.

(Source: P.A. 81-992.)

(820 ILCS 130/8) (from Ch. 48, par. 39s-8)

Sec. 8. In the event the public body authorizing the work or the Department of Labor is unable to ascertain the prevailing rate of wage of any class of work required to be performed under the proposed contract, it is the duty of the Department of Labor where the determination of said prevailing rate has been referred to it to so notify the public body authorizing the proposed work, and it is the duty of the public body in either case to state the fact of inability to ascertain said prevailing rate in its resolution, ordinance or notice for bids in which event the clause specifying the prevailing wage as to such class of work may be excluded from the contract unless such wage may be determined by the court on appeal as provided by this Act.

(Source: Laws 1957, p. 2662.)

(820 ILCS 130/9) (from Ch. 48, par. 39s-9)

Sec. 9. To effectuate the purpose and policy of this Act each public body shall, during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages as defined in this Act and publicly post or keep available for inspection by any interested party in the main office of such public body its determination of such prevailing rate of wage and shall promptly file, no later than July 15 of each year, a certified copy thereof in the office of the Illinois Department of Labor.

The Department of Labor shall during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages for each county in the State. If a public body does not investigate and ascertain the prevailing rate of wages during the month of June as required by the previous paragraph, then the prevailing rate of wages for that public body shall be the rate as determined by the Department under this paragraph for the county in which such public body is located.

Where the Department of Labor ascertains the prevailing rate of wages, it is the duty of the Department of Labor within 30 days after receiving a notice from the public body authorizing the proposed work, to conduct an investigation to ascertain the prevailing rate of wages as defined in this Act and such investigation shall be conducted in the locality in which the work is to be performed. The Department of Labor shall send a certified copy of its findings to the public body authorizing the work and keep a record of its findings available for inspection by any interested party in the office of the Department of Labor at Springfield.

The public body except for the Department of Transportation with respect to highway contracts shall within 30 days after filing with the Department of Labor, or the Department of Labor shall within 30 days after filing with such public body, publish in a newspaper of general

circulation within the area that the determination is effective, a notice of its determination and shall promptly mail a copy of its determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

At any time within 30 days after the Department of Labor has published on its official web site a prevailing wage schedule, any person affected thereby may object in writing to the determination or such part thereof as they may deem objectionable by filing a written notice with the public body or Department of Labor, whichever has made such determination, stating the specified grounds of the objection. It shall thereafter be the duty of the public body or Department of Labor to set a date for a hearing on the objection after giving written notice to the objectors at least 10 days before the date of the hearing and said notice shall state the time and place of such hearing. Such hearing by a public body shall be held within 45 days after the objection is filed, and shall not be postponed or reset for a later date except upon the consent, in writing, of all the objectors and the public body. If such hearing is not held by the public body within the time herein specified, the Department of Labor may, upon request of the objectors, conduct the hearing on behalf of the public body.

The public body or Department of Labor, whichever has made such determination, is authorized in its discretion to hear each written objection filed separately or consolidate for hearing any one or more written objections filed with them. At such hearing the public body or Department of Labor shall introduce in evidence the investigation it instituted which formed the basis of its determination, and the public body or Department of Labor, or any interested objectors may thereafter introduce such evidence as is material to the issue. Thereafter, the public body or Department of Labor, must rule upon the written objection and make such final determination as it believes the evidence warrants, and promptly file a certified copy of its final determination with such public body, and serve a copy by personal service or registered mail on all parties to the proceedings. The final determination by the Department of Labor or a public body shall be rendered within 30 days after the conclusion of the hearing.

If proceedings to review judicially the final determination of the public body or Department of Labor are not instituted as hereafter provided, such determination shall be final and binding.

The provisions of the Administrative Review Law, and all amendments and modifications thereof, and the rules adopted pursuant thereto, shall apply to and govern all proceedings for the judicial review of final administrative decisions of any public body or the Department of Labor hereunder. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure.

Appeals from all final orders and judgments entered by the court in review of the final administrative decision of the public body or Department of Labor, may be taken by any party to the action.

Any proceeding in any court affecting a determination of the Department of Labor or public body shall have priority in hearing and determination over all other civil proceedings pending in said court, except election contests.

In all reviews or appeals under this Act, it shall be the duty of the Attorney General to represent the Department of Labor, and defend its determination. The Attorney General

shall not represent any public body, except the State, in any such review or appeal.

(Source: P.A. 98-173, eff. 1-1-14.)

(820 ILCS 130/10) (from Ch. 48, par. 39s-10)

Sec. 10. The presiding officer of the public body, or his or her authorized representative and the Director of the Department of Labor, or his or her authorized representative may interview workers, administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses, and the production of all books, records, and other evidence relative to the matter under investigation or hearing. Such subpoena shall be signed and issued by such presiding officer or his or her authorized representative, or the Director or his or her authorized representative.

Upon request by the Director of Labor or his or her deputies or agents, records shall be copied and submitted for evidence at no cost to the Department of Labor. Every employer upon request shall furnish to the Director or his or her authorized representative, on demand, a sworn statement of the accuracy of the records. Any employer who refuses to furnish a sworn statement of the records is in violation of this Act.

In case of failure of any person to comply with any subpoena lawfully issued under this section or on the refusal of any witness to produce evidence or to testify to any matter regarding which he or she may be lawfully interrogated, it is the duty of any circuit court, upon application of such presiding officer or his or her authorized representative, or the Director or his or her authorized representative, to compel obedience by proceedings for contempt, as in the case of disobedience of the requirements of a subpoena issued by such court or a refusal to testify therein. Such presiding officer and the Director may certify to official acts.

(Source: P.A. 93-38, eff. 6-1-04.)

(820 ILCS 130/11) (from Ch. 48, par. 39s-11)

Sec. 11. No public works project shall be instituted unless the provisions of this Act have been complied with. The provisions of this Act shall not be applicable to Federal construction projects which require a prevailing wage determination by the United States Secretary of Labor. The Illinois Department of Labor represented by the Attorney General is empowered to sue for injunctive relief against the awarding of any contract or the continuation of work under any contract for public works at a time when the prevailing wage prerequisites have not been met. Any contract for public works awarded at a time when the prevailing wage prerequisites had not been met shall be void as against public policy and the contractor is prohibited from recovering any damages for the voiding of the contract or pursuant to the terms of the contract. The contractor is limited to a claim for amounts actually paid for labor and materials supplied to the public body. Where objections to a determination of the prevailing rate of wages or a court action relative thereto is pending, the public body shall not continue work on the project unless sufficient funds are available to pay increased wages if such are finally determined or unless the Department of Labor certifies such determination of the prevailing rate of wages as correct.

Any laborer, worker or mechanic employed by the contractor or by any sub-contractor under him who is paid for his services in a sum less than the stipulated rates for work done under such contract, shall have a right of action for whatever difference there may be between the amount so paid, and the rates provided by the contract together with costs and such

reasonable attorney's fees as shall be allowed by the court. Such contractor or subcontractor shall also be liable to the Department of Labor for 20% of such underpayments and shall be additionally liable to the laborer, worker or mechanic for punitive damages in the amount of 2% of the amount of any such penalty to the State for underpayments for each month following the date of payment during which such underpayments remain unpaid. Where a second or subsequent action to recover underpayments is brought against a contractor or subcontractor and the contractor or subcontractor is found liable for underpayments to any laborer, worker, or mechanic, the contractor or subcontractor shall also be liable to the Department of Labor for 50% of the underpayments payable as a result of the second or subsequent action, and shall be additionally liable for 5% of the amount of any such penalty to the State for underpayments for each month following the date of payment during which the underpayments remain unpaid. The Department shall also have a right of action on behalf of any individual who has a right of action under this Section. An action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages. The action shall be brought within 5 years from the date of the failure to pay the wages or compensation. At the request of any laborer, workman or mechanic employed by the contractor or by any subcontractor under him who is paid less than the prevailing wage rate required by this Act, the Department of Labor may take an assignment of such wage claim in trust for the assigning laborer, workman or mechanic and may bring any legal action necessary to collect such claim, and the contractor or subcontractor shall be required to pay the costs incurred in collecting such claim.
(Source: P.A. 98-328, eff. 1-1-14.)

(820 ILCS 130/11a) (from Ch. 48, par. 39s-11a)

Sec. 11a. The Director of the Department of Labor shall publish in the Illinois Register no less often than once each calendar quarter a list of contractors or subcontractors found to have disregarded their obligations to employees under this Act. The Department of Labor shall determine the contractors or subcontractors who, on 2 separate occasions within 5 years, have been determined to have violated the provisions of this Act. Upon such determination the Department shall notify the violating contractor or subcontractor. Such contractor or subcontractor shall then have 10 working days to request a hearing by the Department on the alleged violations. Failure to respond within the 10 working day period shall result in automatic and immediate placement and publication on the list. If the contractor or subcontractor requests a hearing within the 10 working day period, the Director shall set a hearing on the alleged violations. Such hearing shall take place no later than 45 calendar days after the receipt by the Department of Labor of the request for a hearing. The Department of Labor is empowered to promulgate, adopt, amend and rescind rules and regulations to govern the hearing procedure. No contract shall be awarded to a contractor or subcontractor appearing on the list, or to any firm, corporation, partnership or association in which such contractor or subcontractor has an interest until 4 years have elapsed from the date of publication of the list containing the name of such contractor or subcontractor.

A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for 4 years, with no right to a hearing.

(Source: P.A. 97-571, eff. 1-1-12.)

(820 ILCS 130/11b)

Sec. 11b. Discharge or discipline of "whistle blowers" prohibited.

(a) No person shall discharge, discipline, or in any other way discriminate against, or cause to be discharged, disciplined, or discriminated against, any employee or any authorized representative of employees by reason of the fact that the employee or representative has filed, instituted, or caused to be filed or instituted any proceeding under this Act, or has testified or is about to testify in any proceeding resulting from the administration or enforcement of this Act, or offers any evidence of any violation of this Act.

(b) Any employee or a representative of employees who believes that he has been discharged, disciplined, or otherwise discriminated against by any person in violation of subsection (a) of this Section may, within 30 days after the alleged violation occurs, apply to the Director of Labor for a review of the discharge, discipline, or alleged discrimination. A copy of the application shall be sent to the person who allegedly committed the violation, who shall be the respondent. Upon receipt of an application, the Director shall cause such investigation to be made as he or she deems appropriate. The investigation shall provide an opportunity for a public hearing at the request of any party to the review to enable the parties to present information relating to the alleged violation. The parties shall be given written notice of the time and place of the hearing at least 5 days before the hearing. Upon receiving the report of the investigation, the Director shall make findings of fact. If the Director finds that a violation did occur, he or she shall issue a decision incorporating his or her findings and requiring the party committing the violation to take such affirmative action to abate the violation as the Director deems appropriate, including, but not limited to, the rehiring or reinstatement of the employee or representative of employees to his or her former position and compensating him or her for the time he or she was unemployed. The party committing the violation shall also be liable to the Department of Labor for a penalty of \$5,000 for each violation of this Section. If the Director finds that there was no violation, he or she shall issue an order denying the application. An order issued by the Director under this Section shall be subject to judicial review under the Administrative Review Law.

(c) The Director shall adopt rules implementing this Section in accordance with the Illinois Administrative Procedure Act.

(Source: P.A. 94-488, eff. 1-1-06.)

(820 ILCS 130/12) (from Ch. 48, par. 39s-12)

Sec. 12. If any section, sentence, clause or part of this act, is for any reason held to be unconstitutional, such decision shall not affect the remaining portions of this act. The General Assembly hereby declares that it would have passed this Act, and each section, sentence, clause, or part thereof, irrespective of the fact that one or more sections, sentences, clauses, or parts might be declared unconstitutional.
(Source: Laws 1941, vol. 1, p. 703.)

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THE FOLLOWING SIX
PROPOSALS RECEIVED FOR CITY
MANAGER RECRUITMENT
SERVICES ARE AVAILABLE IN
THE OFFICE OF THE CITY CLERK
FOR REVIEW

RECEIVED

MAY 17 2016

CITY CLERK



Proposal for Executive Recruitment Services

City Manager | Pekin, Illinois

Presented to:
Ms. Sue McMillan
City Clerk
City of Pekin, IL
111 S. Capitol Street
Pekin, Illinois
61554



JD Gray
Group LLC



May 9, 2016

Ms. Sue McMillan
City Clerk
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Dear Ms. McMillan:

Thank you for the opportunity to provide you with a proposal for the City of Pekin's City Manager recruitment and selection process. GovHR USA prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

QUALIFICATIONS AND EXPERIENCE

GovHR USA is a public management consulting firm serving municipal clients and other public sector entities on a national basis. We work exclusively in the public sector, offering customized executive recruitment services, as well as providing other management studies, temporary staffing and related services for communities, counties, intergovernmental organizations and not-for-profit organizations that serve local government. GovHR USA is co-owned by Heidi Voorhees, President, and Joellen Earl, CEO. GovHR is a certified woman owned business firm in the State of Illinois.

GovHR USA was established in 2009 as Voorhees Associates, LLC. In January, 2014 Voorhees Associates combined with GovTempsUSA to form GovHR USA. This combination enables us to more effectively serve our clients by utilizing our combined resources to provide not only executive recruiting and management consulting, but also temporary staffing solutions, including short-term, long-term, and interim placements. Our headquarters offices are in Northbrook, Illinois.

Prior to 2009, Ms. Voorhees and a number of current GovHR USA consultants worked for The PAR Group, a public sector national consulting firm established in 1972. Ms. Voorhees began working for The PAR Group in 2001 and served as its President from 2006-2009. She has conducted more than 220 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service with the Villages of Wilmette and Schaumburg, Illinois, as well as the City of Kansas City, Missouri. Ms. Earl is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Earl has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

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EXECUTIVE RECRUITMENT • INTERIM STAFFING • MANAGEMENT AND HUMAN RESOURCE CONSULTING

THE CITY OF PEKIN, ILLINOIS

**Executive Search Proposal
for**

City Manager

Prepared by Robert E. Slavin on May 17, 2016





Proposal

City of Pekin, IL

Proposal to Provide City Manager Recruitment Services

May 20, 2016



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

A PROPOSAL TO CONDUCT
EXECUTIVE RECRUITMENT SERVICES
FOR

CITY MANAGER

ON BEHALF OF THE
CITY OF PEKIN, IL

1

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www.srnsearch.com

City of Pekin

**Executive Recruitment Services -
City Manager**

May 20, 2016



REQUEST FOR COUNCIL ACTION

To: Council and Interim City Manager

CC: City Clerk

Date: May 16, 2016

From: Sarah Newcomb, Human Resources Director/Interim City Manager

AGENDA ITEM: Nation Scenic Byway Donation

AGENDA DATE REQUESTED: May 23, 2016

ACTION REQUESTED: approve donation of \$5,000.00 to Scenic Byway

DESCRIPTION: Attached is the request for contribution to the Illinois River Road Scenic Byway for FY 16-17. The City of Pekin has contributed to the Scenic Byway for many years and since 2007 the amount has been \$7,200 except last year when it was reduced to \$5,000. The purpose of the Scenic Byway is to promote nature tourism and the region as a whole. The Scenic Byway has a kiosk at the Riverfront showing the benefits of the river and also serves as a geocaching station. There are seven gateway communities from Ottawa to Havana including Pekin. Below is a portion of web page noting the Pekin area and its many offerings.

PEKIN AREA

Marked by river bluffs, gently rolling terrain and mature wooded areas, Pekin was named after China's "City of the Sun"—Peking. Steer a paddleboat through the lagoon at Mineral Springs Park, watch for barges in the developing riverfront area, explore nature at the 2,500-acre McNaughton Park, sample local wines at Mackinaw Valley Vineyard or stop at Spring Lake, a favorite fishing and hunting spot among local sportsmen. Visit Dirksen Park, also home to the Dirksen Congressional Center, named after native son and U.S. Senator Everett Dirksen. Come in September for the annual Marigold Festival.

Head to nearby Manito for small-town hospitality, complete with charming shops, great wine and delicious bakeries serving up chocolates and pastries. Visit the original Main Street (called Market Street) and the pottery shop in the old train depot.

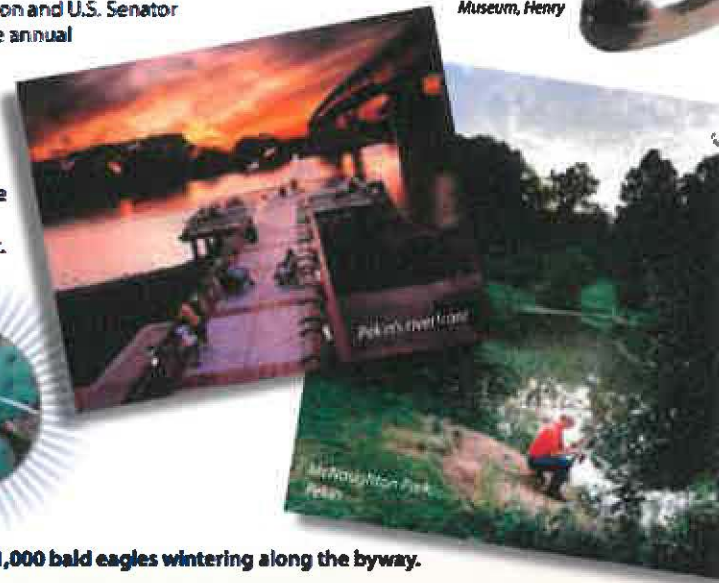
Putnam Counties Fair. Be sure and visit

Henry's riverfront, drawing boaters, water skiers, fishing and hunting enthusiasts from throughout the Midwest.

Charles Perdue
Museum, Henry



I SPY



- 18 active bald eagle nests and 600-1,000 bald eagles wintering along the byway.
- Prickly pear cactus growing on sand dunes in Sand Ridge State Forest near Havana.
- Three of the nation's 58 "Whispering Giants"—carved by Hungarian artist Peter Wolf Toth as a tribute to Native Americans—in Hopewell, Ottawa and Utica.

The Scenic River Byway website lists festivals such as the Craft Soda Festival and other Riverfront Park events on their website. The Scenic Byway's Corridor Management Plan is underway and they have increased their marketing plans included spots on WEEK and WMBD as well as Travel Illinois magazine, Small Business Saturday and many other local visitor's guides as well as the illinoisriverroad.org website. One of the main initiatives in 2016 is business development along the Byway as well as a focus on connecting pedestrian access to the riverfronts along the Illinois River.

FINANCIAL IMPACT: \$5,000.00 Tourism Fund dollars that were budgeted in FY16-17

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: Continues the decades long participation in the Scenic Byway as an advertisement tool for the City of Pekin Riverfront

IMPACT IF DENIED: The City will not participate in Illinois River Road events and planning.

ALTERNATIVES:

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

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

REQUIRED SIGNATURES

Department Director:

Date:

Finance Department (Certification of Availability of Funds):



Date: May 17 2016

Corporation Counsel:

Date: May 17 2016

City Manager:



Date: May 16, 2016



Phone: (815) 433-5830 • Fax: (815) 433-5832
613 W. Marquette Street • Ottawa, IL 61350

www.illinoisriverroad.org

April 19, 2016

Dear Byway Supporter,

The Illinois River Road National Scenic Byway and its communities have had much success over the last 10 years. With hundreds of thousands of visits to our website and award winning materials, the Byway continues to be the place for those craving our unique communities and experiences. But like many organizations we too are adapting as traditional funding sources are no longer available and new funding and program opportunities appear. In an effort to move the Byway forward we embarked, with many of you, on a planning effort that sought your input and created an updated Corridor Management Plan. The new Corridor Management Plan (CMP) has been completed and a copy of the Executive Summary is attached. As you will quickly see, the CMP not only notes the many benefits of Byway activities, it also provides a way forward which will enable the Byway to be even more valuable to the communities during the next decade.

I also want to call you attention to a few additional items:

1. **Website Success** -- I am pleased to be able to report the Byway website saw a record 424,000 visitors during 2015. This number of visitors continues to grow in 2016 with the rate of visitors during the first two months of this year increasing by 25 percent. Clearly, the Byway plays a major role in attracting tens of thousands of visitors to Byway communities.
2. **Website Enhancement** -- Recognizing the great value of the Byway website and responding to the third recommendation listed in the CMP Executive Summary, the Executive Committee of the Board of Director is moving quickly to thoroughly investigate the value of a major website enhancement. The first step is a meeting later this month with the creator of the current website. Among other things -- despite its great success -- the website needs to be made more mobile friendly and to provide a better platform for marketing use by the many unique Byway small businesses.
3. **2015/2016 Byway Marketing** -- Also attached are summaries of the Byway marketing efforts completed in 2015 and planned for 2016. Unfortunately, the Byway has not been immune to the State of Illinois budget crisis as a large marketing grant from the Illinois Department of Transportation -- which the Byway has received for a number of years -- will not be processed until the budget crisis is settled.
4. **Study of Historic and Archeological Sites** -- Also just completed is the study which has resulted in the identification and description of hundreds of historic and archeological sites throughout the Byway. The next step is to find a way to add these sites to the Byway website -- making it even more valuable as a guide for potential Byway visitors. This opportunity will also be part of the above-mentioned website enhancement investigation.

As we continue to look forward, the value of the Byway as a means of attracting thousands and thousands of visitors during the past decade who wanted to see the authentic America outside the big cities is undisputed. With the continued assistance of the Byway's many friends, we will find new and better ways to serve communities throughout the Byway.

Thank you for your support.

Reed Wilson
Illinois River Road National Scenic Byway Chair



A PROGRAM OF
NCEC
North Central Illinois Council of Governments



Illinois River Road

The Next Ten Years

Executive Summary

Illinois River Road National Scenic Byway
Corridor Management Plan Update

February 2016





2014-2015

Illinois River Road National Scenic Byway Board of Directors

Jason Beverlin*, *Immediate Past Chairman, The Nature Conservancy*

Leigh Ann Brown, *City of Pekin*

Vickie Clark, *Waddell & Reed Financial Advisors*

Claudia Emken, *Member-at-Large*

Nora Fesco*, *North Central Illinois Council of Governments*

Bud Grieves, *G&G Hotels*

Julie Hubbard, *Julie's Corner Store - Lacon*

Joni Hunt*, *Treasurer, City of Princeton*

Denise Johnson (Ex-Officio), *Illinois Department of Transportation*

Debb Ladgenski*, *Vice Chair, City of Spring Valley*

Kevin Lindeman*, *North Central Illinois Council of Governments*

Jim Miller, *Member-at-Large*

Mike Miller, *Peoria Park District*

Craig Mitckes, *Member-at-Large*

Kaci Osborne, *Peoria Area Convention and Visitors Bureau*

Eric Schenck, *Ducks Unlimited*

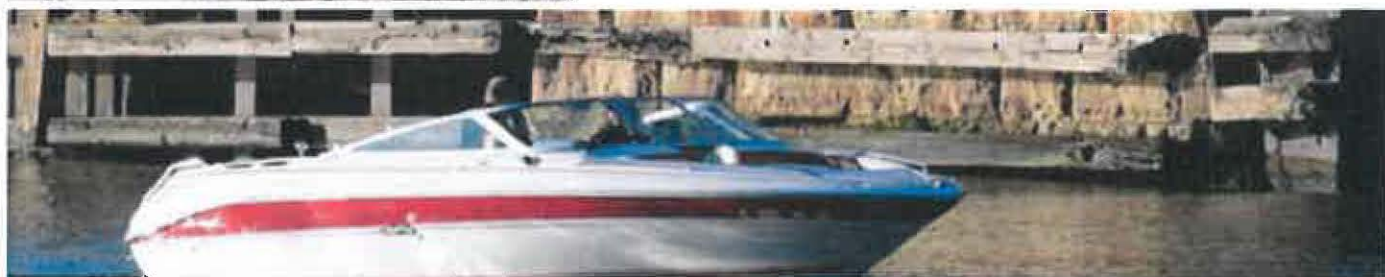
Michelle Silver (Ex-Officio), *Illinois Department of Natural Resources*

Dana Smith*, *Secretary, City of Canton Economic Development*

Dr. Michael Wiant*, *Interpretation Chair, Dickson Mounds Museum*

Reed Wilson*, *Chairman, City of Ottawa*

** Members of the Board's Executive Committee*



Launching the Next Decade

The Illinois River Road National Scenic Byway is more than a tourist magnet. It provides the mechanism that unites and promotes dozens of sites, communities and events along the byway. From parks and wildlife management areas to small businesses in downtowns of river communities to special events that draw attention to the rich variety of natural and cultural features of the Illinois River Valley, all have contributed to raising the profile and economic viability of local communities.

All of the related events, recreational, historical and natural sites factor into the area's quality of life as communities and corporations attempt to attract and retain a vibrant workforce. Serving as a backyard playground and educational adventure land for the communities located in the Illinois River Valley, future investments benefit the region's economy both by attracting new visitors and retaining current residents.

A Plan for Action

The Illinois River Road - The Next Ten Years, sets priorities for new investments, activities and projects. These focus on economic development as related to heritage and nature-based tourism, with an emphasis on nature, history, archaeology, recreation and visitor amenities and services. Capitalizing on the region's assets and the byway's past successes, the updated plan identifies priorities for the byway organization and its partners in the form of recommended short-, mid-, and long-term actions. Five priority initiatives for implementation are drawn from these actions and capture the energy and ideas brought up during the development of the CMP Update effort.

Illinois River Road National Scenic Byway

The Illinois River Road National Scenic Byway was designated by the Federal Highways Administration (FHWA) as a National Scenic Byway in 2005, one of seven in the State of Illinois (www.illinoisbyways.org). Over the past ten years, the Illinois River Road's sponsors have implemented projects that have called attention to the corridor's rich natural and historic resources and linked communities along the route in joint marketing and promotional efforts.

Mission Statement

To provide a living museum without walls that will enhance people's experience of the nature, history, archaeology and other intrinsic qualities of the byway, while providing and maintaining unique recreational and educational experiences for visitors and residents, and sustaining local communities' economies and quality of life.



Benefits from the Illinois River Road

Designation as a National Scenic Byway recognizes the importance of the corridor and its assets. The byway continues to be successful because of a collaborative, grass roots effort involving 10 counties, over 40 communities and multiple partners including government, private sector business, tourism, economic development, ecological and nature-oriented groups and many others.

Project Successes

- Received more than \$1.5 million from grant programs and \$350,000 in matching funds from collaborating partners
- Generated \$5 million in travel expenditures in the 10-county byway region - a 24%¹ increase since its 2005 designation
- Implemented signage and way-finding enhancements, media materials, kiosks and interpretive connections, an economic development study and small business outreach and promotion
- Served as a portal for restoration and conservation efforts; providing a successful platform for the unified promotion of over 100 parks, wildlife management areas, preserves, refuges and nature centers
- Increased visitation through the geocaching program that encourages visitors to byway communities and sites from all walks of life²
- Increased the number of visitors to the area and enhanced the economic impact from visitor expenditures and tourism development
- Increased the awareness of Illinois River and its surrounding attributes
- Highlighted attractions for employee and employer recruitment and retention
- Increased visibility from active use of social media/YouTube, Twitter and Facebook



UNLA



IRRSB

¹ Based on 2013 IL Office of Tourism figures

² 2011-13 data - 9,500+ documented visits to 90 Illinois River Road caches

Tangible Economic and Quality of Life Benefits

Economic development at a regional scale is perhaps the most important outcome of the byway planning and implementation effort. The physical structure of the byway as organized along several major road corridors paralleling both sides of the Illinois River naturally links communities, small businesses, micro-enterprises and other resources together. Combined marketing and advertising campaigns encourage visitors to stay longer, spend more money and explore more and return again. The byway ties together the efforts of public agencies, non-profits and private sector interests in welcoming and educating visitors and residents to experience the historical, natural and archaeological features of the region.

These investments are not just about the visitor. These investments enhance the quality of life for the local population, providing additional sites to 'get outdoors', to shop, to play and to learn.



Byways help grow local economies

Scenic Byway Influenced AADTs (2013)	60,176
Average Length of Trip	4.02
Scenic Byway Trips	14,969
Total Trip Cost - All Persons in Party	\$854
Annual Impacts in Spending due to Byway*	\$12.8 million
SOURCE: consulting group at Zion's Bank Public Finance in Salt Lake City prepared for Scenic Byway 12 Committee	

*8.5% of the total sales in Garfield and Wayne Counties that year

SCENIC BYWAY 12 Economic Impact Study

Opportunities

- **Focus on the Illinois River Valley**
- **Use the byway to increase conservation and stewardship of the river and its resources**
- **Use the byway as an outdoor museum for both nature and culture**
- **Diversify funding sources and partnerships**

2016-2017 Initiatives

The IRRNSB is undertaking five initiatives in the next two years, drawn from the IRRNSB CMP Update planning effort. The CMP Update recommends eight overarching strategies, each with multiple actions for implementation. The actions are separated into three categories: short-, mid-, and long-term. Completing these five priority initiatives will chart the course for the next decade of the byway's growth and success.

1. Board and Advisory Council Development Initiative

This initiative focuses on the organizational structure of the IRRNSB Board and the byway's organization's operations. Achievement relies less on additional funding, instead drawing on existing resources and partnerships.

- **Create an Advisory Council**
 - **Make Board Committee assignments**
 - **Host a celebratory kick-off meeting in conjunction with a 2016 River Cruise event or similar fundraising initiative**
 - **Plan for and implement an Illinois River Road Annual meeting with implementation of selected actions to be carried out within the three subregions: Northern, Central and Southern**

2. Business Development Initiative

The second initiative effort is to apply for funding to begin a hospitality training and support effort for businesses in the Illinois River Valley and on the Illinois River Road National Scenic Byway.

- **Apply for funding through EDA's FY 2016 Economic Development Assistance Programs Application to provide heritage and nature-based (culinary arts, outdoor recreation infrastructure, hospitality services, technology) business development assistance, including hospitality training, business plan development assistance, assistance for businesses in obtaining financing, market analysis, incubator space for new business formation, etc.**

3. Itinerary Development and Website Enhancement Initiative

The IRRNSB website offers a many resources for the visitor and local user alike. However, much of the information is still difficult to aggregate and to pare down into a thematic itinerary, easily accessed and followed. This initiative builds on the enormous web resources and early trip planning efforts to date, pushing for more focused themes and mobile friendly resources.

- *Apply for funding through USDA Rural Business Development Program for the development of marketable heritage- and nature-based tourism itineraries for use in extending visitor stays at existing events, for use by bus tour companies, including international visitors and for educational tourism initiatives utilizing the assets of the Illinois River Road corridor*
- *Using the newly generated itineraries, update the website (both mobile and main) with modifications that identify IRRNSB members and supporters, includes a trip planning/ itinerary building component and a "what's near here" component that goes beyond member-listed visitor services*

4. Water Trail Action Plan And River Use Guide

The Illinois River is the heart of the byway, with an approximately 300 mile signed touring route that hugs the eastern and western shores of the river between Ottawa and Havana. This initiative takes the next step, pushing the visitor onto the water through the development of increased access to the river for water-based activities.

- *Building upon the interest of the Peoria Water Resource Action Team, develop a corridor wide action plan for increasing access to Illinois River Water Trails by first identifying short trip (between the locks and tributaries) opportunity areas including, but not limited to:*
 - *Rice Lake (as per USFWS initiative)*
 - *Henry to Lacon*
 - *Hennepin area*
 - *Vermillion River (existing guide service)*

Strategies

- *Work Regionally*
- *Keep the Website Current and Fresh*
- *Understand Your Market and Expand Your Audience*
- *Market Beyond the Website*
- *Create Adventure Byway Links*
- *Pitch the Byway and It's Economic Value to Local Communities*
- *Expand Conservation Efforts*
- *Coordinate Planning and Policy Efforts with Localities and Agencies*

5. Illinois River Trails Initiative

The fifth initiative proposes connecting commercial and residential areas within riverfront communities with the water. Building on parks and trail segments already in place, this effort recommends applying for grant funds and working directly with local communities in each of the three subregions to extend the pedestrian networks to better link commercial activities with the Illinois River.

- *Seek funding for pedestrian enhancements to connect communities with the Illinois River and the Illinois River with its communities*
- *Propose three pilot programs, one in each subregion - north, central and south, and develop interpreted multi-use pathways that connect riverfront boat landing areas with Main Street and downtown commercial areas, providing opportunities for boating enthusiasts to tie up and sample the town, for community residents and byway visitors to walk along the riverfront areas and to expand exposure to the river's natural and cultural assets*



For a full copy of the Illinois River Road National Scenic Byway Corridor Management Plan Update please contact NCICG or download it from the website below.

NCICG
North Central Illinois Council of Governments

613 W. Marquette Street
Ottawa, IL 61350
info@illinoisriverroad.org

Find us on 

www.illinoisriverroad.org



Illinois River Road 2015 Marketing Efforts

In 2015, the Illinois River Road (IRR) advertised or was featured in several publications. The Byway was also showcased in eight (8) segments on Peoria’s television station WEEK Channel 25. Participation and attendance at events along the Byway corridor also strengthened the presence of the Byway in 2015. Listed below is a list the Byway’s marketing efforts in 2015.

- *LaSalle County Visitors Guide*
- *Bureau County Visitors Guide*
- *I&M Canal Heritage Corridor Visitors Guide*
- *Starved Rock Country Magazine*
- *Starved Rock Country Marathon*
- *Peoria Progress Magazine*
- WEEK—TV Peoria
- Illinois Governor’s Conference on the Management of the Illinois River System
- Starved Rock Eagle Watch Weekend
- WMBD—TV Bloomington/Normal/Pekin
- Facebook and Twitter Accounts
- Website: Illinoisriverroad.org





Illinois River Road 2016 Activities

The Illinois River Road is excited about 2016! The soon-to-be completed Corridor Management Plan (CMP) will provide a framework for IRR programs, activities, events, and potential partnerships for the next 10 years. The recently completed interpretive plans also present exciting opportunities. The IRR will continue marketing and advertising efforts in 2016 that will include, but not be limited to, the following publications, media outlets, and events. All marketing efforts depend on available funding.



- *Travel Illinois*—the State of Illinois' official travel magazine
- *I&M Canal Heritage Corridor Visitors Guide*
- *Bureau County Progress Magazine*
- *Peoria Progress Magazine*

- *Starved Rock Country Magazine*
- Interpretive Plan Audio Tour(s) - Sea Reach, Ltd.
- *Visitor Center Just Ahead* educational workshops
- Illinois Governor's Conference on Travel and Tourism
- Small Business Saturday
- Facebook and Twitter Accounts
- Website: Illinoisriverroad.org
- Starved Rock Eagle Watch Weekend
- Eagle Day Celebration—Havana and Lewistown





613 W. Marquette St. Ottawa, IL 61350
Phone: 815-433-5830 Fax: 815-433-5832
www.illinoisriverroad.org

Invoice

DATE	INVOICE #
1/20/2016	136

BILL TO

Pekin, City of
John McCabe
111 S. Capitol Street
Pekin, IL 61554

Program of

NCICG
North Central Illinois Council of Governments

			TERMS
			30 Days
DESCRIPTION	QTY	RATE	AMOUNT
Illinois River Road National Scenic Byway Annual Marketing Investment: January 1, 2016-December 31, 2016	1	5,000.00	5,000.00
Payments/Credits			\$0.00

Thank You

Balance Due

\$5,000.00



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Ty Whitford

AGENDA ITEM: VERIZON RADIO COMMUNICATION

AGENDA DATE REQUESTED: 06/13/2016

ACTION REQUESTED: APPROVAL OF VERIZON RADIO COMMUNICATION

DESCRIPTION: CELLULAR RADIO COMMUNICATION

FINANCIAL IMPACT: THIS IS AN ITEM APPROVED IN THE BUDGET NO ADDITIONAL FINANCIAL IMPACT

NEIGHBORHOOD CONCERNS: NONE

IMPACT IF APPROVED: A BETTER MEANS OF COMMUNICATION

IMPACT IF DENIED: LIMITED COMMUNICATION BASED ON DIGITAL SYSTEM. NON COMPLIANCE FOR TWO WAY COMUNICATION ON UNITS

ALTERNATIVES: KEEP CURRENT SOURCE OF COMMUNICATION AND STAY NON COMPLIANT

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

REQUIRED SIGNATURES

Department Director: Ty Whitford

Date: 5/25/2016

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:	
Date:	
City Manager:	<i>Irish Stewart</i>
Date:	<i>4/8/16</i>

Calling Plans and Equipment- Estimated Cost

Customer Name:	City of Pekin Transportation
Single Point of Contact	Ty Whitford Jon York
Address:	1130 Koch Street Pekin IL 61654
Contact Phone:	309-478-5420
Email Address:	ty.whitford@cityofpekin.org
Sales Representative Information	
Name & Title:	Shannon Kehr Government Account Executive
Phone:	309-202-7378
Email Address:	shannon.kehr@cityofpekin.org



Qty.	Calling Plan	Monthly Access	Discounts	Discounted Price:	Total Monthly Price:
100	Flat Rate 0.05cents per min	\$0.00		\$0.00	\$0.00
100	Push to Talk	\$10.00		\$10.00	\$1,000.00
		\$0.00		\$0.00	\$0.00
		\$0.00		\$0.00	\$0.00
		\$0.00		\$0.00	\$0.00
		\$0.00		\$0.00	\$0.00
		\$0.00		\$0.00	\$0.00
15	Total unlimited push to talk	Total Monthly Access Fee:			\$1,000.00

Qty.	Feature	Monthly Access	Discount		Total Monthly Price
Total		Total Monthly Access Fee:			\$0.00

[illegible]

Qty.	Model	Retail Price	Acc. Discount		Acc. Discounted Price:
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
0	Total	Subtotal for Accessories			\$0.00

Subtotal Monthly Recurring Charges	\$1,000.00
Enter number of months in contract	12

Total Service Charge for Term	\$12,000.00
--------------------------------------	--------------------



AdvanceTec Industries Inc

1150 NW 163rd Drive
Miami, FL. 33169
Phone 305-623-3939 Fax 305-623-3996

BILL Pekin
TO

Ship to Pekin

SALES QUOTE

INVOICE # 10064716
DATE: APRIL 7, 2016

SALESPERSON	P.O. NUMBER	SHIPPING DATE	SHIP VIA	F.O.B. POINT	TERMS
David Jameson	TBD	ASAP	UPS	Miami, FL	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
100	AT6714A	Kyocera Dura XV Hard Install Hands Free Car Kit for Verizon -includes cradle, push to talk button, 10 wat speaker, brain box, wiring harness, microphone	\$185.00		\$18,500.00
100		Optional equipment- AT8428A Palm Mic- \$60.00	\$60.00		\$6,000.00

Note: Shipping Charges not included

TOTAL DISCOUNT

SUBTOTAL	\$24,500.00
SALES TAX	
TOTAL	\$24,500.00 plus shipping- TBD

Returns Policy All products are manufactured on order and **ALL SALES ARE FINAL**. Once the product is received it may not be returned.



1150 NW 163 Drive
Miami, FL 33169
Phn: 800-881-8211 / 305-623-3939
Fax: 305-623-3996

CREDIT CARD AUTHORIZATION FORM

Name on the Card: _____

Type of Card: Visa ____ MC ____ AmEx ____ Discover ____ Other ____

Account number (Card): _____

Expiration Date: _____ Security Code: _____

Billing Address: _____

Ship to Address: _____

Phone Number: _____

E-mail : _____ (Email is to send Confirmation)

Item(s) Purchased _____

By signing this form, you authorize **AdvanceTec Industries Inc.** to charge your card listed above.

Card Holder Signature: _____

Card Holder Name (PRINT): _____

Date Of Signature: _____/_____/_____

Returns Policy All products are manufactured on order and **ALL SALES ARE FINAL**.

Once the product is received it may not be returned.

Products Warranty Policy and Return Policy

Warranty and Repairs

AdvanceTec Industries, Inc. ("AdvanceTec") warrants to the end user that the product manufactured by AdvanceTec (the "Product") is new and free from defects in material and workmanship and will perform as designed for a period of one (1) year from the date on which the Product is shipped by AdvanceTec. If any Product fails to meet the performance set forth above, during the warranty period, AdvanceTec will repair or replace the defective Product, directly or through an Authorized Dealer, within 30 days of receipt of same at the AdvanceTec factory. Any repaired or replaced Product will be warranted for the remainder of the original warranty period.

No Product will be accepted for repair without a Return Material Authorization ("RMA") which will be issued by AdvanceTec. A written RMA will be faxed or mailed to the customer and a copy of the RMA MUST be returned with the Product.

The customer will pay all shipping and handling charges for returning defective Product to the factory. AdvanceTec will pay its return shipping charges to the customer if the product is covered under the warranty, and will ship it via UPS Ground service. If the Product is not covered by the warranty, a charge to diagnose the defect, the cost of repair and the return shipping cost will be payable by the customer. Any defects caused by modification, alteration, repair or service by anyone other than AdvanceTec and any physical abuse or misuse of the Product will void this warranty.

For RMA requests, please call 305-623-3939 or toll free 1-800-881-8211 and have available the following:

Customer name (Company and Contact person)

Address

Phone & Fax numbers

E-mail address

Product Model & serial numbers

Date & place of purchase

AdvanceTec Invoice No.

With copy of RMA, please ship to:

AdvanceTec Industries, Inc.

Attention: Warranty Dept. RMA # _____

1150 NW 163rd Drive, Miami Florida 33169-5816

E&S Communications Inc.
343 Ann Eliza St.
Pekin, IL 61554
(309) 346-0903
sales@eandscomm.com

QUOTE

QUOTE # 16-259
DATE 05/20/2016

ADDRESS
Pekin Bus Department
1130 Koch St.
Pekin, IL 61554
Attn: Ty Whitford

SHIP TO
Pekin Bus Department
1130 Koch St.
Pekin, IL 61554
Attn: Ty Whitford

Please detach top portion and return with your payment.

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/20/2016	Labor labor rate for installation of two-way radios (provided by Bus Dept)	80	85.00	6,800.00
05/20/2016	Laird 3/4 NMO Mount Laird 3/4" antenna mount/connector	80	32.40	2,592.00
05/20/2016	Icom OPC1132 Power Cable Power cable with 2 pin connector	80	35.00	2,800.00
05/20/2016	***This estimate is based on the customer removing the equipment from the old buses*** Everything for the radio (including brackets, mic holders and radio screws) should be removed and saved to be used again on the new installs. The power cables can be unhooked and left in the buses. The antenna mount and cable should be left on the buses but the antenna itself can be unscrewed and retained for use on the new buses			

Please feel free to contact us with any questions you may have!

TOTAL

\$12,192.00

Accepted By

Accepted Date

School bus radio system history

In the years leading up to 2011 the school bus department was using the city's retired police uhf radio system which was licensed (designated) for use by police. Just prior to 2011 the FCC implemented new requirements for radio systems that would need to be completely implemented by 2013. In this same time period the city approved the lease purchase of new school buses which replaced almost all of the city's school buses. Based on the following issues, the city opted to purchase new digital narrow band radios that met the upcoming requirements but operated on a local business band system instead of a city owned system. The upfront cost for this system was just under \$100,000 to purchase and install the new radios plus \$1500 each year for the radio service. Additionally we have spent approximately

- The cost of upgrading or replacing the retired police radio system in order to meet the new requirements was not feasible due to cost and the fact that the frequency was licensed for police use.
- Ownership and use of the old police system was co-mingled with Tazcomm which further complicated this approach.

Due to timing no other types of systems were demoed or considered at that time.

After four school years of use we have identified the following issues with the current system:

- Does not allow multiple conversations
- Does not easily allow one on one conversations
- Does not allow group conversations
- Limited to a geographical area mainly within a few miles of the Pekin area

In the fall of 2015 council approved the five year lease purchase for new school buses which will replace almost all of the current school buses.

In order to continue to use the current radios and radio service in the new school buses the city will need to pay approximately \$12,000 to have the radios re-installed in the new buses.

The system we are considering now is a Push-to-Talk cellular phone system through Verizon Wireless in conjunction with a kit that allows the phone to operate as a two-way radio does. These phones will only have PTT service enabled so as to not allow them to be used as cellular phones. This system has been tested by the bus department to make sure that the kit works as expected and to ensure that local service coverage meets or demands.

The following premises are to be considered in this decision:

- State law mandates radio / cellular communication in school buses
- Due to lease of new buses current radio system must be moved over or replaced
- Even though the current equipment is owned there is a cost to move them to new buses
- Current system is aging and repair expenses will increase over next several years
- Current system has limitations that cause communication issues and does not meet all of the needs of the department
- Verizon PTT system has been included in FY 2017 budget
- Ongoing expenses for Verizon system will be similar if not lower than overall expenses for current system as it ages
- Ongoing expenses will be more predictable and easier to budget for
- Verizon PTT meets or exceeds our coverage needs locally and out of the area
- Verizon PTT has capabilities (such as one on one and group conversations)

After thorough testing of Verizon PTT we believe that an investment of this new service will greatly enhance the communications capabilities, improve safety for students and employees, and help us to provide a more effective service to our customer.

	<u>Continue Current Service</u>		<u>Verizon PTT</u>	
Initial Purchase	equipment is already owned		\$34,000.00	quotes from Verizon / AdvanceTec
Installation	\$12,500.00	quote from E&S	Done in house	Installation performed by VMF
			\$?,???.00	sale of owned / used equipment
Annual service plan	\$1,500.00	current rate from E&S	\$10,000.00	quote from Verizon
Anticipated repair / maintenance	\$7,000.00	based on historical data - and due to aging equipment	\$1,000.00	allows for replacing up to 4 kits / year
sale of owned / used equipment				
Radio / Phone replacement cost	\$850.00	per radio based on history	\$0.00	phones replaced at no charge every two years
Phone Kit replacement	N/A	does not apply to this system	\$260.00	quote from AdvanceTec

installed radio - bus dept	501-501-534000	✓ \$563.45
installed radio - bus dept	501-501-534000	✓ \$563.25
installed radio - bus dept	501-501-534000	✓ \$563.25
installed radio - bus dept	501-501-534000	✓ \$563.25
installed radio - bus dept	501-501-534000	✓ \$563.25
radio repair - bus dept	501-501-534000	✓ \$332.50
install and setup of equipment, remove old radio - bus dept	501-501-534400	✓ \$2,623.40
repair radio - bus dept	501-501-534400	✓ \$119.95
repair radio - bus dept	501-501-534400	✓ \$32.50
1/2 on new radio system - bus dept	501-501-555000	✓ \$39,522.50
final 1/2 payment on installing 80 new radios on buses	501-501-555000	✓ \$39,522.50
installing 10 new radios on buses	501-501-555000	✓ \$8,900.00
5 digital portable radios - bus dept	501-501-529000	✓ \$4,375.00
installing of antenna and radio - bus dept	501-501-529000	✓ \$11,456.00
9 new mobile radio's - bus dept	501-501-555000	✓ \$7,425.00
labor for installing radios in busses	501-501-555000	✓ \$4,775.00
labor rate for installation of radios in 9 buses	501-501-555000	✓ \$585.00
battery for icom radio - bus dept	501-501-534000	✓ \$77.00
work done on bus radios	501-501-534000	✓ \$67.40
5 mobile radio's, 5 antenna mounts & 5 wave antennas	501-501-555000	✓ \$4,305.00
installed new radios in 7 buses - bus dept	501-501-555000	✓ \$6,814.50
repair radio on #67 - bus dept	501-501-555000	✓ \$52.50
repair radio on #302 - bus dept	501-501-555000	✓ \$105.00
repair radio on on bus 98 - bus dept	501-501-555000	✓ \$129.95
repair radio on on bus 102 - bus dept	501-501-555000	✓ \$65.00
(2) new radio's/chargers, battery & antenna - bus dept	501-501-555000	✓ \$1,750.00
radios repairs - bus dept	501-501-555000	✓ \$228.32
radio repair - bus dept	501-501-555000	✓ \$75.00
radio repair - bus dept	501-501-555000	✓ \$75.00
radio repairs - bus dept	501-501-555000	✓ \$112.50
wired radio to turn on with ignition - bus dept	501-501-555000	✓ \$75.00
radio repair on bus	501-501-534000	✓ \$255.92
radio programming on bus 36,37,38,212	501-501-534000	✓ \$183.85
checked radio on school bus	501-501-555000	✓ \$112.50
bus radio repairs	501-501-555000	✓ \$140.00
rapid rate chargers - bus dept	501-501-555000	✓ \$272.00
radio updates for bus dept	501-501-555000	✓ \$1,346.95
radio service - bus dept	501-501-555000	✓ \$1,500.00
repeater rental may 2016-may 2017 - bus dept	501-501-524000	✓ \$1,500.00
bus radio's - bus dept	501-501-529000	✓ \$3,566.70
radio - bus dept	501-501-555000	✓ \$1,187.40
repaired bus radios - bus dept	501-501-555000	✓ \$304.00
radio & camera installation on buses	501-501-555000	✓ \$485.16
radio repair - bus dept	501-501-555000	✓ \$99.95
repeater rental may 2016-may 2017 - bus dept	501-501-524000	✓ \$1,500.00

High lighted
are repair
costs
for last
four years

PAID TO EES → \$148,308.95

OVER 4
YEARS

not limited to, personal use.

(3) (Blank).

(4) When the school bus is parked.

(d) A school bus driver who violates subsection (b) of this Section is guilty of a petty offense punishable by a fine of not less than \$100 and not more than \$250.

(e) A school bus must contain either an operating cellular radio telecommunication device or two-way radio while the school bus driver is in possession of a school bus. The cellular radio telecommunication device or two-way radio in this subsection must be turned on and adjusted in a manner that would alert the school bus driver of an incoming communication request.

(Source: P.A. 96-818, eff. 11-17-09; 96-1066, eff. 7-16-10.)

FCC NARROWBANDING MANDATE

A Public Safety Guide
for Compliance





For further information:

International Association of Fire Chiefs

4025 Fair Ridge Drive
Fairfax, VA 22033
Phone: (703) 273-0911
Fax: (703) 273-9363
Web site: www.iafc.org



International Municipal Signal Association

PO Box 539, 165 E. Union Street
Newark, NY 14513
Phone: (800) 723-4672
Fax: (315) 331-8205
Web site: IMSAafety.org

Text written by:

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We greatly appreciate the contribution of Nicole Donath for this publication.

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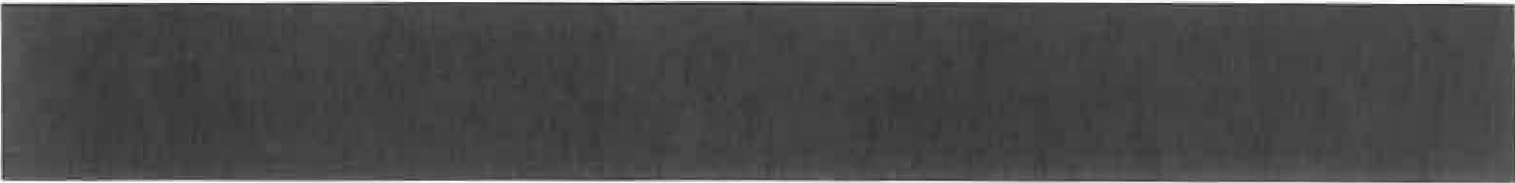


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REQUEST FOR COUNCIL ACTION

To: Mayor McCabe and Council

CC: City Clerk

From: Sarah Newcomb, Interim City Manager



AGENDA ITEM: Amend the Comcast Franchise Agreement

AGENDA DATE REQUESTED: June 13, 2016

ACTION REQUESTED: Approve the amendment to Comcast franchise agreement regarding emergency alerts section 10 of franchise agreement.

DESCRIPTION: The City received a request from Comcast to amend the agreement with the City of Pekin regarding the EAS "Emergency Alert System" per federal law and regulation - 47 C.F. R. Part 11 and the State of Illinois Emergency Alert System State Plan.

HISTORY: This City was notified via letter attached on May 23, 2016 of proposed change by Comcast. The documents included were reviewed by Public Safety and the Information Technology Departments as well as the City Attorney. The City has had a franchise agreement with Comcast, originally Continental Cablevision of Illinois, Inc since 1995. The suggested and desired change by Comcast is allowed per the original agreement Section 19. The original Section 10 (e) would be eliminated and replaced with the new "EAS" language in the attached Franchise Amendment. This is the only modification to the agreement.

FINANCIAL IMPACT: There is no financial impact to the franchise agreement as a result of this change.

NEIGHBORHOOD CONCERNS: Allows a more modern emergency alert system to notify citizens within Pekin via Comcast Cable.

IMPACT IF APPROVED: The approved agency will be contacted on June 14 and the amendment will be executed by Comcast.

IMPACT IF DENIED: The City would have an outdated emergency alert system.

ALTERNATIVES:

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

REQUIRED SIGNATURES

Department Director:

Date: June 7, 2016

REQUEST FOR COUNCIL ACTION

To: Mayor McCabe and Council

CC: City Clerk

From: Sarah Newcomb, Interim City Manager



AGENDA ITEM: Amend the Comcast Franchise Agreement

AGENDA DATE REQUESTED: June 13, 2016

ACTION REQUESTED: Approve the amendment to Comcast franchise agreement regarding emergency alerts section 10 of franchise agreement.

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REQUIRED SIGNATURES

Department Director:

Date: June 7, 2016

Finance Department (Certification of Availability of Funds)	Date: June 7, 2016
Corporation Counsel:	Date: June 7, 2016
Interim City Manager: 	Date: June 6, 2016



Comcast Cable Communications, LLC.
303 Fairlawn Drive
Urbana IL 60801
www.comcast.com

May 23, 2016
Ms. Sarah Newcomb
Interim City Manager
City of Pekin
111 S. Capital Street
Pekin IL 61554

Re: Request to Amend the Comcast of Illinois/ Indiana/ Ohio, LLC franchise agreement with the City of Pekin

Dear Ms. Newcomb,

Comcast of Illinois/Indiana/Ohio, LLC ("Comcast") formally requests to amend its Franchise Agreement with the City of Pekin in accordance with Section 19 of the Agreement.

Attached for your review is a draft document amending the Franchise Agreement between the City and Comcast. Please let us know if you have any suggested changes or feedback regarding the document

Please do not hesitate to contact me if you have any questions or would like additional information. I can be reached at 224-229-5486 I will contact you within the next few days in order to determine next steps.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Art Svymbersky".

Art Svymbersky
Government Affairs Manager

FRANCHISE AMENDMENT

THIS FRANCHISE AMENDMENT AGREEMENT, effective as of _____, 2016 between the City of Pekin, Illinois, the Local Franchising Authority (the "LFA"), and Comcast of Illinois/ Indiana/ Ohio, LLC. ("Comcast")

WHEREAS, the LFA has granted Comcast a non-exclusive franchise to construct, operate and maintain a cable television system (the "Franchise"); and

WHEREAS, Section 19 of the Comcast franchise provides the opportunity for Comcast to request the modification of the Franchise Agreement;

WHEREAS, the City was notified by Comcast of its intent to amend the franchise;

NOW THEREFORE THE PARTIES HAVE AGREED TO AMEND THE COMCAST FRANCHISE AS BELOW:

Section 1

Section 10(e) of the Franchise is hereby amended by eliminating the existing section and replacing it with the following:

"Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system."

Section 2

Except as specifically modified hereby, the Franchise shall remain in full force and effect.

Section 3

Neither party waives any right which it enjoys under law as a result of agreeing to this Franchise amendment.

In the event that any provision of this agreement or the application thereof shall to any extent be invalid and/ or unenforceable, then the remainder of the agreement and/ or the application of such provision to persons or circumstances other than those to which the agreement is invalid and/ or unenforceable shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date of signature of all parties.

COMCAST OF ILLINOIS/ INDIANA/ OHIO, LLC

CITY OF PEKIN

By: _____
John Crowley
Regional Senior Vice-President

By: _____

AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CONTINENTAL CABLEVISION OF ILLINOIS, INC., A WHOLLY-OWNED SUBSIDIARY OF CONTINENTAL CABLEVISION, INC., A DELAWARE CORPORATION, TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF PEKIN, ILLINOIS, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE.

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

Section 1. - STATEMENT OF INTENT AND PURPOSE; AUTHORITY

(a) Continental Cablevision has been operating a cable communications system pursuant to the City cable television franchise, Ordinance 1257, and amended under Ordinance 1519, expiring January 23, 2005. The City of Pekin, Illinois intends, by the adoption of this Ordinance, to authorize the continued operation of its cable communications system in the City, pursuant to the provisions of this Ordinance, which shall become effective on January 1, 1996.

(b) Insofar as the State of Illinois has delegated to the City the authority to grant a franchise for cable system operations within the City's territorial boundaries, the City hereby exercises its authority to grant a non-exclusive franchise permitting the operation of a cable system within the City.

Section 2. - SHORT TITLE

This ordinance shall be known and may be cited as the "Pekin Cable Franchise Ordinance for Continental Cablevision of Illinois, Inc.".

Section 3. - DEFINITIONS. For the purpose of this ordinance the following terms, phrases, words, abbreviations, and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

(a) "CATV" shall mean a cable communications system as hereinafter defined.

(b) "Cable Communications System" shall mean a system of antennas, cables, wires, lines, fiber optic cables, towers, waveguides or other conductors, converters, equipment or facilities, used for distributing video programming to home subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to, from and between subscribers and other users.

(c) "Cable Service" shall mean: (1) the one-way transmission to subscribers of video, audio, digital, and other programming services, and (2) subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

(d) "City" shall mean the City of Pekin, Illinois.

(e) "Company" shall mean Continental Cablevision of Illinois, Inc. and its successors, transferees or assignees.

(f) "Council" shall mean the governing body of the City of Pekin, Illinois.

(g) "Franchise Area" shall mean that area within the corporate limits of the City of Pekin, Illinois.

(h) "Gross Subscriber Revenues" shall mean all revenues received by the Company from subscribers for cable service, excluding: taxes, franchise fees, or other assessments collected for governmental authorities; bad debt expense; subscriber deposits; and, installation and disconnection charges.

(i) "Mayor" shall mean the Mayor of the City of Pekin, Illinois.

(j) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

(k) "Property of Company" shall mean all property owned, installed or used by the Company in the conduct of a CATV business in the franchise area.

(l) "Public Property" shall mean any real property owned by the City other than a Street.

(m) "Street" shall mean the surface of and the space above and below any public street, right-of-way, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, communication, or utility easement, on or hereafter existing as such within the franchise area.

(n) "Subscriber" shall mean any person or entity who subscribes to a service provided by the Company by means of the System.

(o) "Tier" shall mean a category of Cable Service provided by the Company and for which a separate rate is charged by the Company.

Section 4. - GRANT OF AUTHORITY.

(a) Whereas the City has approved the legal, character, financial, technical and other qualifications of the Company and the adequacy and feasibility of the Company's construction arrangements as part of a full public proceeding affording due

process, there is hereby granted by the City to the Company the right and privilege to continue to engage in the business of operating and providing a CATV system in the City and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any Street and Public Property, now laid out or dedicated and all extensions thereof and additions thereto in the Franchise Area such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms or corporations including but not limited to any public utility or other grantee franchised or permitted to do business in the City.

(b) The City, in granting such rights and privileges to the Company to engage in the business of operating and providing a CATV system in the City, shall grant to the Company all access to premises privileges, pursuant to all applicable local, state and federal laws.

(c) Neither this Agreement nor any of the Company's rights or obligations hereunder shall be assigned or otherwise transferred without the prior written consent of the City, which shall not be unreasonably withheld. Consent of the City shall not, however, be required for a transfer to a parent, subsidiary, or affiliate of the Company.

Section 5. - NON-EXCLUSIVE GRANT.

(a) The license granted herein and the right to use and occupy said Streets and Public Property for the purpose herein set forth, shall not be exclusive, and the City reserves the right to grant the same use in said Streets and Public Property to any other person on the same terms and conditions.

(b) In the event that the City permits another CATV System to operate within the City on terms more favorable than those extended to the Company, such more favorable terms shall be applicable to the Company.

Section 6. - TERM OF FRANCHISE AND RENEWAL.

(a) This franchise and rights herein granted shall take effect and be in force sixty (60) days from and after final passage hereof and upon filing of acceptance by the Company and shall continue in force and effect for a term of twenty-five (25) years beginning January 1, 1996.

(b) The franchise may be renewed upon the same terms and conditions for additional periods, each period not to exceed twenty (20) years, following full applicable proceedings under 47 U.S.C. Section 546 of the Cable Communications Policy Act of 1984, as amended.

Section 7. - CONDITIONS OF STREET OCCUPANCY.

(a) All transmission and distribution structures, lines, and equipment erected by the Company within the Franchise Area shall be so located as to cause minimum interference with the proper use of Streets and Public Property, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the Streets and Public Property. The CATV system shall be constructed and operated in compliance with all local, state and national construction and electrical codes and shall be kept current with new codes. The Company shall install and maintain its wires, cables, fixtures, and other equipment in such manner that they will not interfere with any installations of the City or of any public utility serving the City. Whenever practical and possible, the CATV System shall utilize existing poles and easements. All poles and conduit installed within the Franchise Area shall be made available for attachment or use by the Company, at just and reasonable rates applied to public utilities under the formula presently established in 47 U.S.C. Section 244.

(b) In case of disturbance of any Street or Public Property, the Company shall, at its own cost and expense, and in a manner approved by the City, replace and restore such Street or Public Property in as good a condition as before the work involving such disturbance was done and in accordance with the prevailing ordinances.

(c) In the maintenance and operation of the CATV System, and in the course of new construction or additions to its facilities, the Company shall proceed so as to cause the least possible inconvenience to the general public. Any opening or obstruction in the Street or Public Property made by the Company shall be guarded and protected at all times by the placement of adequate safety devices, which shall be clearly designated.

(d) If at any time during the period of the franchise, the City shall lawfully elect to alter or change the grade of any Street or Public Property, the Company, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

(e) Any poles or other fixtures placed in any Street or Public Property by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

(f) The Company shall, on the request of any person holding the necessary permits, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment, in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(g) The Company shall have the authority, subject to the

jurisdiction of the City, to trim trees upon and overhanging Streets and Public Property of the Franchise Area so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company. Such trimming shall be done in a reasonable and minimal manner.

(h) In all sections of the Franchise Area where all cables, wires, or other like facilities of public utilities are placed underground, the Company shall place its cables, wires or other like facilities underground to the maximum extent that existing technology reasonably permits the Company to do so.

(i) The Company shall at its expense, protect, support, temporarily disconnect, relocate in the same Street or Public Property, or remove from the Street or Public Property, any Property of the Company when reasonably required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies; provided, however, that the Company shall in all such cases have the privilege and be subject to the obligations to abandon any Property of the Company in place.

(j) The City shall have the reasonable right to make additional use for any public or municipal purpose, of any poles or conduits controlled or maintained exclusively by or for the Company in any Street or Public Property provided such use by the City does not interfere with the use by the Company. The City shall indemnify and hold harmless the Company against and from any and all claims, demands, causes of action, actions, suite, proceedings, damages, costs or liabilities of every kind and nature whatsoever arising out of such use of Company's poles or conduits.

Section 8. - SAFETY REQUIREMENTS.

(a) The Company shall at all times take reasonable precautions for preventing failures and accidents which are likely to cause damage or injury to the public, to employees of the Company, and to public or private property.

(b) All lines, equipment, and facilities within the Franchise Area shall at all time be kept and maintained in a safe and suitable condition and in good order and repair.

Section 9. - SYSTEM EXTENSION.

(a) No person, firm or corporation within one hundred fifty feet (150') of the Company's facilities shall be arbitrarily refused service.

(b) Whenever it shall receive a request for service from at least ten (10) households (who intend to become immediate subscribers) within one thousand three hundred twenty feet (1,320') of its trunk cable, the Company shall extend its systems

to such subscribers at no cost to the subscribers for system extension other than the usual connection fees and monthly subscription fees for all subscribers, provided that such extension is technically and physically feasible. The one thousand three hundred twenty feet (1,320') shall be measured in extension length of the Company's cable required for service located within the Street or Public Property and shall not include length of necessary service drop to the subscriber's home or premises.

(c) No person, firm or corporation in the Company's service area shall be arbitrarily refused service. However, for unusual circumstances, such as requirement for underground cable, or more than one hundred fifty feet (150') of distance from distribution cable to connection of service to subscribers, or a density of less than ten (10) subscribers per one thousand three hundred twenty feet (1,320') of cable system, in order that existing subscribers shall not be unfairly burdened, service may be made available on the basis of a non-refundable capital contribution including cost of materials, labor, and easements.

Section 10. - SYSTEM.

(a) The CATV system shall be at least a single cable and shall have full color capability.

(b) The Company shall allocate one channel to be shared by Local Origination (Cablecasting) in full color and programmed to meet the needs and interests of the area community; Government Access for use by local government; Educational Access for use by local educational authorities; and Public Access for use by anyone in the community on a first come, first serve basis. Upon completion of a cable system rebuild and expansion of channel capacity and as additional utilization requires, the Company shall make available, as permitted by channel capacity and technical limitations, one additional access channel which may be utilized by the City within its Franchise Area for government access programming.

(c) The Company's CATV System in the City shall have a bandwidth to a minimum of 550 MHz, supplying capacity for 78 channels by April 1, 1996. The CATV System will meet or exceed all FCC Rules and Regulations regarding technical standards and will be built with addressability or comparable technology and in conformity with the generally acceptable state of the art technology for such CATV Systems of comparable size and age to the CATV System serving the City.

(d) To enhance the City's ability to both educate and inform its citizens with respect to local government issues and community events, the Company shall:

(1) Purchase by no later than ninety (90) days after the effective date of this Ordinance, video production equipment which shall consist of: one remote video camera with tripod and one Porta-Pak or their equivalent; and, one lighting unit.

(2) Purchase by no later than July 1, 1996, video programming equipment necessary for the City to insert programming to cable subscribers within the Franchise Area on the Company's CATV system. Such equipment shall include, but not be limited to: one modulator; one demodulator; one character generator; one T-Channel; and, all other applicable equipment and supplies necessary for programming access.

(3) Meet with Representatives of the City by no later than August 1, 1996 in order to determine the location site for the equipment described in Section 10(d)(2) so that the City may insert informational programming on the CATV system.

(4) Install and have in good working order the programming equipment, described in Section 10(d)(2), at the City's location site, by no later than November 1, 1996.

(e) The Company shall design and construct the CATV system to provide for an audio override of all channels during emergencies or disasters, whereby a designee approved by the Company may introduce an audio message on all channels of the CATV system simultaneously.

(f) The Company shall make available to its subscribers, a signal scrambling device capable of rendering Cable Service inaccessible or accessible, subject to the Subscriber's discretion.

(g) The Company shall provide audio services.

Section 11. - OPERATIONAL STANDARDS.

(a) The Company shall operate and maintain its CATV System in full compliance with the standards set forth by the Federal Communications Commission. Procedures for testing the technical capacity of the CATV System shall conform with the standards applied to CATV Systems by the Federal Communications Commission.

(b) Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, installations, or adjustments, the Company shall do so at such times as will cause the least amount of inconvenience to its customers and unless such interruption is of short duration or is unforeseen and immediately necessary, it shall give reasonable notice thereof to its customers.

Section 12. - LOCAL OFFICE; COMPLAINTS; AND CUSTOMER SERVICE OBLIGATIONS.

(a) The Company shall maintain a business office which Subscribers may telephone during regular business hours without incurring added message or toll charges, so that CATV maintenance service shall be promptly available. Should a subscriber have an unresolved complaint regarding the quality of Cable Service, equipment malfunctions, or similar matters, the subscriber shall be entitled to file his complaint with the City Clerk and

thereafter to meet jointly with a representative designated by the Mayor and a representative of the Company within thirty (30) days to fully discuss and resolve such matter.

(b) The Company shall adhere to all general operating requirements as set forth by the Federal Communications Commission under Section 76.309 of Title 47 CFR, Part 76, Subpart H of the FCC Rules, or as amended from time to time.

(c) In the event that the Company agrees to standards with another community within the CATV System that exceed the provisions extended to the City in Section 12(b), such more favorable standards shall be applicable to the City.

Section 13. - RATES.

(a) The Company shall have the right to charge and collect compensation from all Subscribers to whom it shall furnish services on its CATV System. The rate schedule to be charged customers shall be kept on file with the City Clerk at all times and no change in such schedule shall be made without first filing the changed schedule with the City Clerk thirty (30) days prior to the effective date.

(b) The Company, however, may: 1) conduct promotional campaigns in which rates are discounted or waived; 2) make special contracts for non-profit charitable, educational, governmental and religious organizations; and, 3) offer bulk rate discounts on multiple unit dwellings, hotels, motels, or similar institutions.

(c) To the extent permitted by applicable law, the City may regulate the rates provided over the Company's CATV System to cable subscribers.

(d) If the City assumes rate regulation, then it shall do so in accordance with appropriate federal laws.

Section 14. - FRANCHISE PAYMENTS.

The Company shall pay to the City, within forty-five (45) days after the close of each calendar quarter, a five percent (5%) franchise fee based on Gross Subscriber Revenues as defined herein for Cable Service in the Village for the preceding calendar quarter. No other fee, charge, or consideration shall be imposed. The Company shall provide a quarterly summary report verified by an officer of the Company showing its Gross Subscriber Revenues received during the preceding quarter. The 5% franchise fee based upon Gross Subscriber Revenues shall be effective for all quarters commencing after January 1, 1996.

Section 15. - INDEMNIFICATION OF THE CITY.

(a) The Company shall at all times protect and hold harmless the City from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs, and attorney's fees which may

accrue to be suffered or claimed by any person or persons arising out of the negligence of the Company in the ownership, construction, repair, replacement, maintenance and operation of said CATV System and by reason of any license, copyright, property right or patent of any article or system used in the construction or use of said system. The City shall give the Company prompt notice of any such claims, actions, suits, without limitation, in writing. The Company shall also indemnify and hold the City harmless from all claims, actions, suits, liability, loss, expense, or damages of every kind and nature, including court costs and attorney's fees which may accrue to or be suffered or claimed by any person or persons for any alleged violation of the anti-trusts laws of the United States of America or any civil rights action which may be brought against the City arising out of the grant of any franchise under this Ordinance, or as amended from time to time.

(b) The Company shall maintain in full force and effect during the life of any franchise, public liability insurance in a solvent insurance company authorized to do business in the State of Illinois, at no less than in the following amounts:

- (1) \$200,000 property damage in any one accident;
- (2) \$500,000 for personal injury in any one person;
- (3) \$1,000,000 for personal injury in any one accident.

Provided that all such insurance may contain reasonable deductible provisions not to exceed fifty thousand dollars (\$50,000) for any type of coverage, and provided further, the City may require that any and all investigation of claims made by any person, firm, or corporation against the Village arising out of any use or misuse of privileges granted to the Company hereunder shall be made by, or at the expense, of the Company or its insurer.

Section 16. - PROCEDURE UPON TERMINATION.

Upon expiration of the franchise, and any renewal thereof, the Company may have and it is hereby granted, the right to enter upon the Streets and Public Property of the City for the purposes of removing therefrom any or all of its property and otherwise. In so removing said property, the Company shall refill, at its own expense, any excavation that shall be made by it, and shall leave said streets and Public Property in as nearly as possible as good condition as that prevailing prior to the Company's removal of its property.

Section 17. - NEW DEVELOPMENTS.

It shall be the policy of the City to liberally amend this franchise upon application of the Company, when necessary to enable the Company to take advantage of any developments in the field of transmission of video, audio, digital, and data signals, which will afford it an opportunity to more effectively,

efficiently and/or economically serve its customers.

Section 18. - MISCELLANEOUS PROVISIONS.

(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Clerk.

(b) The Company shall assume the cost of publication of this franchise if such publication is required by law. A bill for publication costs shall be presented to the Company by the City Clerk upon the Company's filing of acceptance and shall be paid at that time.

(c) The Company agrees to provide, without charge, one cable outlet and service to each educational and local governmental facility, located within one hundred fifty feet (150') of the Company's facilities. Such cable service shall include all CATV programming except for non-advertiser supported programming offered on a per-channel or per-program basis. The installation of such outlets shall not require special equipment or extraordinary materials. If more than one outlet is requested at any of the said facilities, the Company shall install the same at the cost of time and material only. In no event will there be a monthly service charge of said facilities, unless a request is made for per-channel or per-program services, or other auxiliary services, to the extent that the Company is allowed under its contract with the programming suppliers.

Section 19. - MODIFICATIONS.

(a) During the term of a franchise, the Company may need to request from the Council modifications of the franchise ordinance. Any required modification request by the Company not related to equipment, facilities and services issues must be submitted to the Council in writing. Upon a written request by the Company for a modification of the franchise ordinance, the City shall have sixty (60) days within which to render a decision approving, or disapproving the modification request. If such a decision is not rendered within sixty (60) days of the written request, such request will be deemed approved.

(b) If a modification request is made by the Company on matters involving issues related to the Company's equipment, facilities, and services, the City shall follow all procedures as set forth under 47 U.S.C. Section 545 of the Cable Communications Policy Act of 1984, as amended.

Section 20. - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

The Company shall at all times during the life of this franchise be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt from time to time, in addition to the provisions herein contained, such ordinances as may be deemed necessary to the exercise of police power. Such regulation shall be reasonable and not destructive to the rights herein granted and not in conflict with the laws of

the State or other local laws or regulations.

If the Company fails to abide by the terms and conditions of this Ordinance and any other applicable ordinances, the City may issue to the Company a written Notice of Violation, which notice shall specify the details of said violation. If the Company has not corrected said violation within sixty (60) days after receipt of the Notice of Violation, the Council may call a public hearing following adequate notice wherein the City shall consider whether the Company's failure to correct constitutes a material breach of this Ordinance or any other applicable ordinances, and wherein the Company shall be afforded an opportunity to be heard. Thereafter, the Council may vote to terminate the Company's franchise except that:

(a) If the Company decides to seek judicial review of the City termination order, said order shall be stayed pending the issuance of a final decree by a court of competent jurisdiction upholding the City's decision to terminate the Company's franchise;

(b) The Company's failure to comply shall not be grounds for termination of the franchise if said non-compliance is due to factors beyond the reasonable control of the Company;

(c) The Company's failure to comply shall not be grounds for termination of the franchise if said violation cannot be reasonably remedied satisfactorily within sixty (60) days. Assuming that the Company has undertaken to comply within sixty (60) days and has notified the City in writing to that effect, the City shall grant an extension of time sufficient to allow the Company to complete its correction of the violation.

Section 21. VIOLATIONS.

(a) From and after the effective date of this Ordinance, it shall be unlawful for any person to construct, install or maintain within any Street or Public Property of the City, or within any privately-owned area within the City which has not yet become a Street or Public Property but is designated or delineated as a proposed Street or Public Property on any tentative subdivision map approved by the City, any equipment or facilities for distributing any video, audio, digital, or data signals through a CATV System, unless a franchise authorizing such use of such Street or Public Property has first been obtained on the same terms and conditions, and unless such franchise is in full force and effect.

(b) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the franchised CATV System within the City for the purpose of enabling himself or others to receive any video, audio, digital, or data signals, without payment to the operator of said systems.

(c) It shall be unlawful for any person, without the

consent of the owner, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of video, audio, digital, or data signals.

Section 22. - PENALTIES.

Any person violating or failing to comply with any of the provisions of Section 21 of this Ordinance shall be guilty of violating or failing to comply with provision of Section 21 of this Ordinance and shall be subject to a fine of not more than five hundred dollars (\$500.00) for each day of the violation or failure to comply, and shall also be subject to penalty provisions contained in all applicable state and federal laws.

Section 23. - COMPANY RULES AND REGULATIONS.

The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this Ordinance, and to assure an uninterrupted service to each and all of its subscribers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or applicable state and federal law.

Section 24. - SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this Ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of the Company. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 25. - FEDERAL REGULATION.

The City and the Company shall acknowledge and adhere to all applicable federal rules and regulations, as they relate to Cable Communication Systems. All ordinances and parts of ordinances in conflict with provisions of this Ordinance, the Cable Communication Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, Rules and Regulations established by the Federal Communications Commission, and any other applicable federal statute related to this subject, are hereby repealed.

Section 26. - RENEWAL.

The City of Pekin, Illinois has conducted a public hearing

affording due process concerning the application for a renewal for an additional twenty-five (25) years by Continental Cablevision of Illinois, Inc. and has reviewed the performance of the Company and adequacy of Ordinance 1257 as amended under Ordinance 1519. The City does hereby grant to the Company pursuant to the provisions of this Ordinance for an additional twenty-five (25) year period from and after January 1, 1996. This grant to Continental Cablevision of Illinois, Inc. is not exclusive and the City hereby reserves the right to make a similar grant of franchise to any other company on the same terms and conditions.

Section 27. - EFFECTIVE DATE.

This Ordinance shall take effect and be in full force sixty (60) days from and after the final passage hereof and upon filing of acceptance by the Company within said sixty (60) day period.

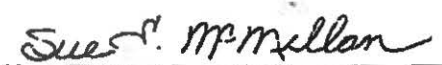
PASSED BY THE CITY COUNCIL AT A REGULAR MEETING
OF THE CITY COUNCIL ON THE 13th DAY OF Nov., 1995.

MAYOR

APPROVED THIS 13th DAY OF November, 1995.

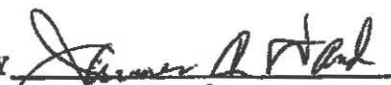

MAYOR

ATTEST:

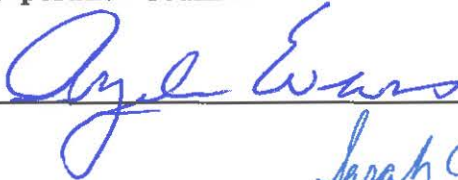

CITY CLERK

Accepted by Continental Cablevision of Illinois, Inc.

DATE: December 11, 1995

BY 
James A. Wand
Senior Vice President

REQUEST FOR COUNCIL ACTION To: Mayor McCabe and Council CC: City Clerk From: Sarah Newcomb Interim City Manager	
	
AGENDA ITEM: City Manager Recruitment Consultant Selection	
AGENDA DATE REQUESTED: June 13, 2016	
ACTION REQUESTED: Approve the acceptance of a proposal for the City Manager recruitment	
DESCRIPTION: The City received six responses to the Request for Proposal for City Manager Recruitment. City Council is being requested to choose one of the six firms. A summary table of the results is attached.	
HISTORY: This has been on the future agenda since April 25, 2016 7 council members voted in the affirmative to conduct a request for proposals for city Manager Recruitment. The City Manager Search was discussed previously at council meetings on April 25, 2016, and requested by the Mayor for council input at several meetings prior to April 25, 2016. City Staff responded to the City Council's approval of the Request for Proposals and made the RFPs available to the public and interested parties from April 29 through May 20, 2016. The RFP was on the City's website, advertised in the Illinois Municipal League Website, LinkedIn, Twitter and Facebook. The City Clerk received six proposals by the due date all meeting the requirements of the submittal guidelines. The City received proposals from GovHRUSA for \$19,500, JD Gray Group LLC for \$26,500, S. Renee Narloch & Associates for \$19,000, Novak Consulting Group for \$21,300, Slavin Management Consultants for \$23,583.25 and Waters & Company for \$24,500. This item came before council xx years; last year's vote was 6-1	
FINANCIAL IMPACT: not to exceed amount of \$25,000.00 per council action	
NEIGHBORHOOD CONCERNS: n/a	
IMPACT IF APPROVED: The approved agency will be contacted on June 14 and asked to start as soon as possible. City Staff will provide as much information to consultants as possible to expedite the process.	
IMPACT IF DENIED: The City Council will have to solidify a recruitment alternative	
ALTERNATIVES:	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ☒ and paste it to the left of the relevant theme.]	
☐	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
☐	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
☐	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
☐	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
☒	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: Date:	

Finance Department (Certification of Availability of Funds)	Date: June 7, 2016
Corporation Counsel:	Date: June 7, 2016
	
Interim City Manager:	Date: June 6, 2016
	

City Manager Search Firm Proposals

Overall Evaluation Criteria

NAME/ADDRESS LIST OF PREVIOUS EXEC SEARCH (LOCAL GOV)	GOVHR	JD GRAY	S.RENEE NARLOCH	NOVAK	SLAVIN	WATERS & CO
	Washington IL Dixon IL Dekalb IL	Frisco, TX . McKinney, TX. Sidney, NE	Wake CO, NC Ft.Lauderdale, FL Sedgwick CO,, KS	Peoria CO, IL Me quoin WI Hudson, OH	Oak Pak IL Peoria Co, IL Iowa City, IA	Windsor Heights, IA Decorah, IA Eau Claire, WI
IDENTIFY PROJECT MANAGER & OTHER PERSONNEL	Dr. Karl Nollenberger	Jason Gray, Joe Williams, Carl Nielson	Renee Narloch Danielle Pervinich Liana Thompson	Patty Gentrup & Catherine Parrish	Slavin, Drings, &Wenbert	Chuck Rohre, Miguel Ozuna
PROVIDE RECRUITMENT PLAN (JULY INTERVIEWS SEPT HIRE)	1.week 1&2 Position assessment& Announcement 2. weeks 3-8 Advertising/ Recruitment 3.week 9 Evaluation/ screening 4.Week 10 Present/recommen d candidates via recruitment report. 5. Week 11-12 interview-5 candidates round 1 and 2-3 candidates in round 2	1. Master job profile 2.national advertisement & active recruit 3.initial review w/opinion survey (compare candidates to needs) 4. council fully engaged – trimetrix Talent Assessment 10-20 candidates 5. Finalist review 4-6 candidate – background check	Week 1 council and staff meetings Week 2 & 3 develop brochure & adv For city review Week 4-9 Ad placed, active recruitment Week 10 screen resumes Week 11-13 Narloch reviews & public record Week 14 review recommendations with staff week 15 interviews/full background Week 16 selection	Week 1&2 info gather & develop recruitment strategy Week 3 finalize profile and 1 st year goals Week 4-7active recruitment initial review present semi finalists Week 7 interview setup week 8 facilitate interview week 9 background check week 10 negotiations and communication of final candidate	1-30 days develop process & recruitment/adv plan 1-45 days identify candidates, review database, receive/review resumes. 30-45 days screen candidates progress report & meeting 45-60 interview & evaluate submit final report & recommendatio ns assist in selection & employment 60-360 est. eval criteria	Week 1 profile & brochure / adv & marketing letter Week 2-6 appvl of adv &letters and recruitment Week 3-6 recruit & search Week 7 applicant screening & recommendation of semi-finalist Week 8 complete supplemental work products & set final process with city for on- site interviews in week 9-10 then negotiations

NAME/ADDRESS	GOVHR	JD GRAY	S.RENEE NARLOCH	NOVAK	SLAVIN	WATERS &CO
3 CURRENT RECRUITMENTS	Webster City, IA Oberlin, OH Beloit, WI	Sidney, NE Celina, TX Dickinson, TX	Addison, TX South Padre, TX SedgwickCO, KS	Chesterfield, MO Granville, OH Meriden, CN	Cassville, MO Mount Dora, FL Statesboro, GA	Norwalk, IA Deerfield Beach FL Virginia, MN
FEE STRUCTURE & PAYMENT SCHEDULE	\$13,000 recruitment \$4,500 consultant travel expense \$2,000* Advertising TOTAL \$19,500 3 = PAYMENTS RECRUITMENT COST AS INCURRED	\$26,500 all inclusive 60% at acceptance of proposal 40% at hiring of manager	\$12,500 recruitment \$6,500 not to exceed expenses Typically in 3 payments	\$7,055 develop profile \$8767 Recruitment \$5478 CM Selection + \$1500 Adv \$ 175-250 Background checks Invoiced monthly \$175/HR	\$15,215 professional services \$350 office expenses \$8368.25 Travel and advertising not to exceed. Invoice monthly	\$24,500 Not to exceed professional fees & project expenses 4 installments
HOURLY RATE FOR ADDITIONAL SERVICES	\$125.00 *360 review @ 6 mos. is optional	DNI	\$150/HR Narloch \$75/HR Pervinich & Thompson		DNI	\$220/HR Prin & Sr \$260/HR Senior Staff \$215/HR Prof. Staff \$160/HR Associates \$75/HR

Firm Elements Requested in Proposal

NAME/ADDRESS	GOVHR	JD GRAY	S.RENEE NARLOCH	NOVAK	SLAVIN	WATERS &CO
PROGRESS REPORTS & MEETINGS	WEEK 1 PEKIN ON-SITE WEEK 2 BROCHURE DELIVERED WEEK 9 RECRUITMENT REPORT WEEK 10 FINALIST REPORT & EVAL SHEETS	7 STAGE SMARTSEARCH 1.PROJECT LAUNCH WEEKS 1-3 2. RECRUITMENT WEEKS 4-8 3. INITIAL REVIEW. 4 SEMI-FINALIST REVIEW WEEKS 9-12 5. FINALIST REVIEW 6. NEGOTIATION & HIRING WEEKS 13-19 7. ON BOARDING & COACHING WEEKS ONGOING	INITIAL MEETING TO DEVELOP PROFILE PRELIMINARY INTERVIEW & PUBLIC SEARCH RESULTS IN RECOMMENDATION OF 3-5 CANDIDATES PROVIDE INTERVIEW QUESTIONS AND RATING FORMS AND FACILITATE INTERVIEW	PROVIDE ACCURATE POSITION PROFILE AND 1 ST YEAR GOALS AFTER INITIAL MEETINGS WITH COUNCIL & STAFF CONDUCT INITIAL INTERVIEWS VIA SKYPE /PHONE REPORTED TO COUNCIL THEN MEET WITH COUNCIL TO CUSTOMIZE INTERVIEW PROCESS FOR 2 ROUNDS OF INTERVIEWS	1 MEET COUNCIL TO DEVELOP PROFILE & INFO 2 PRELIMINARY SCREENING & PROGRESS REPORT 3 MEET WITH COUNCIL TO NARROW FIELD FOR INTERVIEWS 45-60 DAYSFINAL COMPREHENSIVE DOC WITH INTERVIEW TIPS, QUESTIONS EVAL FORMS AND INFO ABOUT LEGAL/ILLEGAL INQUIRIES AND INTERVIEWS	MEET COUNCIL & STAFF TO DEVELOP PROFILE & MARKETING TASK II; WORK WITH CITY FOR CONSENSUS ON LEADERSHIP & MGT STYLE OF IDEAL CANDIDATE TASK III NARROW FIELD TO 10-15 CANDIDATES FOR COUNCIL REVIEW SELECTION OF FINALISTS INTERVIEWS WITH FINAL REPORT OF CANDIDATES WORK PRODUCT & ASSESSMENT FORM
VALID FOR 120 DAYS QUALIFICATIONS	6 MOS 300+ RECRUITMENTS STAFF WORKED IN GOV POSITIONS WELL RESPECTED COMPANY	DNI SEARCHES FOR ALL MGT POSITIONS IN GOVT CO. FORMED IN 2014	DNI 400+ SEARCHES	DNI ONLY RECRUIT FOR LOCAL GOV & NON PROFITS ORIGINALLY KNOWN AS PULBIC MANAGEMENT PARTNERS	120 DAYS PRIMARY MR. SLAVIN WITH 800+ RECRUITS SINCE 1991	DNI ORIGINAL FIRM ESTABLISHED IN 1976 475+ RECRUITS IN LAST FEW YEARS
EXPERIENCE	34+ DR. NOLLENBERGER	CM & ACM & CONSULTANT 61 COLLECTIVE YEARS MGT	25 YEARS PUBLIC SERVICE RECRUITMENT	51 YEARS – 36 IN LOCAL GOV	SLAVIN LOCAL GOV SINCE '67 . KINGS 35 YEARS LOCAL GOV WENBERT 30+ YEARS LOCAL GOV	ROHRE 35+ YEARS EXPERIENCE OZUNA 15 YEARS LOCAL GOV

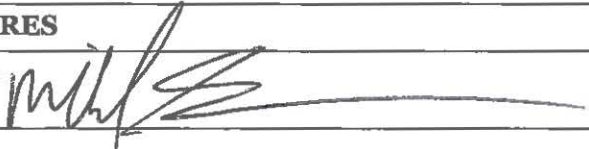
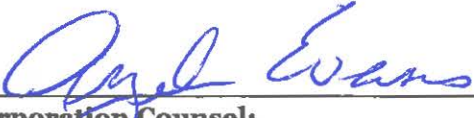
NAME/ADDRESS	GOVHR	JD GRAY	S.RENEE NARLOCH	NOVAK	SLAVIN	WATERS &CO
PROJECT UNDERSTANDING	CURRENT EFFICIENCY STUDY SO VERY GOOD UNDERSTANDING OF OUR NEEDS	FOCUS ON LONG TERM RESULTS BASED ON CONSENSUS VISION	FOCUS ON CITY'S EXPECTATIONS WITH FULL ADMIN SERVICES	FOCUS ON RIGHT EMPLOYEE PREPARED FOR ONGOING SUCCESS	CRITICAL PATH SEARCH PROCESS – ATTENTION ON SELECTION PROCESS	TECHNICAL ADVISORS TO CITY TO GENERATE HIGH QUALITY CANDIDATES
APPROACH & ABILITY TO MEET TIME FRAME	12 WEEKS	19 WEEKS	16 WEEKS	10 WEEK	12 WEEKS	10 WEEKS + NEGOTIATIONS
PRICE	19,500	26,500	19,000	\$21,300	\$23,583.25	\$24,500
OVERALL ABILITY TO COMPLETE RECRUITMENT						

Search Elements Requested in Proposal

NAME/ADDRESS ADVERTISEMENT PLAN	GOVHR IML, ICMA, APWA, IOWA LEAGUE, WCMA, ILCMA, MISSOURI LEAGUE AIA LINKEDIN DIRECT RECRUIT	JD GRAY TARGETED ADVERTISEMENT AND DIRECT RECRUIT	S.RENEE NARLOCH FOCUS ON PROFESSIONAL JOURNALS &ORGANIZATIONS. AND DIVERSE POOL OF APPLICANTS	NOVAK ICMA, IML, APWA, AIA,ALSO ASKS FOR ANY COUNCIL RECOMMENDATIONS OF CANDIDATES	SLAVIN DNI	WATERS &CO ICMA NFBPA HISPANIC FORUM CAREERS IN GOV'T IML, AIA APWA
NATIONWIDE SEARCH	YES	YES	YES	YES	YES	YES
REVIEW & SCREENING OF APPLICATIONS	INITIAL 1 HOUR INTERVIEW BY GOVHR	SMART SEARCH GAP ANALYSIS ON EACH CANDIDATE & OPINION SURVEY	BASED ON CRITERIA ESTABLISHED IN PHASE 1 WITH COUNCIL	BASED ON CRITERIA IN PHASE I AND ABILITY TO MEET 1 ST YEAR GOALS	FOCUS ON FIT AND QUALIFICATIONS	ONLINE RECORDED INITIAL INTERVIEW
CANDIDATE LIST	PHASE IV WITH "AT A GLANCE" SUMMARY AND MEETING WITH GOVHR AND COUNCIL 2-3 HOUR MEETING	INITIAL REVIEW AT WEEK 8-11 BRIEFING TO COUNCIL ON 10- 20 CANDIDATES	PRELIMINARY INTERVIEW STAGE WITH 10-12 CANDIDATES FOCUS ON LIKELIHOOD OF CANDIDATES ACCEPTANCE OF POSITION	WRITTEN SUMMARY OF SEMI-FINALISTS AND MEET WITH COUNCIL TO REVIEW ENTIRE LIST & TOP 7 TO 10 TO FINALIZE LIST TO 4 TO 6 CANDIDATES	PRESENT GROUP OF CANDIDATES BEST FIT WITH WRITING SAMPLES EVALUATIONS RESUMES	AVAILABLE AT ALL TIMES
REFERENCE AND BACKGROUND CHECK	AFTER 1 HOUR INTERVIEW	AT FINALISTS STAGE	AFTER PRELIMINARY INTERVIEW BEFORE PRESENTATION TO COUNCIL	PRE SCREEN SEMI FINALISTS AND FULL BACKGROUND & REFERENCE OF TOP FINALIST	IN DEPTH BACKGROUND CHECKS AFTER COUNCIL SELECTION, BUT PRIOR TO INTERVIEWS	PRIOR TO INTERVIEW WITH CITY (10 DAYS)
ASSISTANCE IN INTERVIEW PROCESS	GOVHR DEVELOPS 1 ST AND 2 ND ROUND INTERVIEW QUESTIONS AND EVAL SHEET GOVHR SERVES AS FACILITATOR	FULL ONSITE INTERVIEWS FACILITATED BY CONSULTANT	FACILITATE & DEVELOPS QUESTIONS MAKES RECOMMENDATIONS ALSO OFFERS ASSESSMENT CENTER INTERVIEW SETUP	FACILITATE QUESTIONS AND EVALUATION AND CANDID CONVERSATION RE CANDIDATES	PRESENT A GROUP OF WELL QUALIFIED CANDIDATES TO COUNCIL WITH DETAILED INFO	ON SITE INTERVIEWS &PROVIDE DETAILED INFORMATION AND ASSESSMENT FORMS
MEETING WITH KEY CITY STAFF MEMBERS	YES	DNI	YES	DNI	DNI	DNI
ASSIST WITH NEGOTIATION	AS REQUESTED	AS REQUESTED	AS REQUESTED	AS REQUESTED	ASSIST VIA INFORMATION	AS REQUESTED

NAME/ADDRESS	GOVHR	JD GRAY	S.RENEE NARLOCH	NOVAK	SLAVIN	WATERS &CO
TERMS OF WARRANTY IF NO CANDIDATE SELECTED	ASSIST UNTIL CANDIDATE FOUND IF CANDIDATE LEAVES EMPLOYEE W//IN 24 MOS GOVHR WILL COMPLETE ANOTHER RECRUITMENT FO COST OF EXPENSES AND ANNOUNCEMENT ONLY DO NOT ACTIVELY RECRUIT CANDIDATE THAT LEAVES FOR 5 YEARS	IF CANDIDATE LEAVES EMPLOYEE WITHIN 1 YEAR, GRAY WILL CONDUCT FULL SERVICE RECRUITMENT AT NO COST	IF SELECTED CANDIDATE TERMINATED FOR CAUSE W//IN 1 ST YEAR, THEY CONDUCT SEARCH AGAIN AT NO COST (W//EXPECT ION OF EXPENSES)	WILL WORK WITH CITY UNTIL SUITABLE CANDIDATE HIRED IF LEAVE WITHIN FIRST YEAR , WILL CONDUCT NEW SEARCH FOR NO PROFESSIONAL FEE (DIRECT EXP ONLY)	REDO SEARCH IF CANDIDATE LEAVES WITHIN 2 YEARS	TRIPLE GUARANTEE: RECRUIT UNTIL FILLED, IF RESIGNATION OR TERMINATION W//IN 24 MOS WILL CONDUCT SEARCH (DIRECT EXPENSE ONLY)
					THEY DO NOT ACTIVELY RECRUIT CANDIDATES THEY PLACE	WILL NOT ACTIVELY SOLICIT CANDIDATE SELECTED
NOTES						
	*ADVERTISING IS ACTUAL COST PRINTED BROCHURES +\$900				30 DAY FOLLOW UP W/ COUNCIL & CM TO SET ONE YEAR GOALS	IF CANDIDATES FROM THIS SELECTION CHOSEN FOR ANOTHER POSITION IN PEKIN A 50% FEE WILL BE CHARGED TO PEKIN
	** TRAVEL DOES NOT INCLUDE CANDIDATE ACCOMODATIONS				FOLLOW UP ON 1 YEAR GOALS	
DNI - DID NOT INDICATE						

REQUEST FOR COUNCIL ACTION To: Council and Interim City Manager CC: City Clerk From: Michael Guerra, City Engineer	
	
AGENDA ITEM: Jurisdictional Transfer of a portion of South 5th St from Cincinnati Township to the City of Pekin	
AGENDA DATE REQUESTED: June 13, 2016	
ACTION REQUESTED: Approval of an Ordinance for the City to accept the portion of South 5th St. from 0.22 miles north of VFW northerly for 0.07 miles into the City street system.	
DESCRIPTION: In February of 2012, the City annexed the property south of the Riverway Business Park to VFW Road including 5 th Street. However the two current homesteads on 5 th Street were excluded in the annexation thus leaving 0.07 miles of South 5 th Street under Cincinnati Township jurisdiction. In June of 2014 it was decided by the City and Cincinnati Road District that for operational purposes all of South 5 th Street should be under the City's jurisdiction. Since these homes were not annexed, a voluntary jurisdictional transfer of this roadway must be agreed upon with approval by IDOT. The process was initiated in June of 2014 but corrections from the IDOT's review were not received by the City until June of 2016 due to various reasons. In order to complete this transfer, an ordinance with updated signatures is required to state that the City is accepting this portion of the roadway into its street system.	
HISTORY: In February 2012 the City annexed the Irwin and Adwell property along South 5 th Street but excluded the two parcels containing homes. In June of 2014 the City and Cincinnati Road District that for operational purposes that all of South 5th Street to VFW should be the City's jurisdiction. June of 2016 IDOT realized this transfer had not been reviewed and completed and notified the City indicating that an ordinance is needed to complete the transfer	
FINANCIAL IMPACT: Minimal increase in road maintenance cost on South 5 th Street for the additional 0.07 miles.	
NEIGHBORHOOD CONCERNS: None	
IMPACT IF APPROVED: This portion of South 5 th Street will become the City's jurisdiction as previously decided	
IMPACT IF DENIED: This portion of South 5 th Street will not become the City's jurisdiction as previously decided.	
ALTERNATIVES: None	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
☐	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
☐	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
☒	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
☐	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
☐	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

need, and are willing to support.	
REQUIRED SIGNATURES	
Department Director: 	Date: June 8, 2016
Finance Department (Certification of Availability of Funds) 	Date: June 8, 2016
Corporation Counsel:	Date: June 8, 2016
Interim City Manager: 	Date: June 8, 2016

ORDINANCE NO. 2745-16/17

AN ORDINANCE

***PROVIDING FOR THE ADDITION OF SOUTH 5TH STREET FROM 0.22
MILES NORTH OF VFW ROAD NORTHERLY 0.07 MILES
TO THE MUNICIPAL STREET SYSTEM OF THE CITY OF PEKIN***

WHEREAS, the City of Pekin and Cincinnati Township under date of June 13, 2016 entered into an agreement for the transfer of jurisdiction of the South 5th Street (FAU 6704B) from 0.22 miles north of VFW Road northerly for 0.07 miles; and

WHEREAS, the City of Pekin has maintained or caused to be maintained in a manner satisfactory to the State of Illinois and the Federal Highway Administration, the completed improvement; and

WHEREAS, the City Council of the City of Pekin finds it to be in the best interest of the municipality to add South 5th Street (FAU 6704B) from 0.22 miles north of VFW Road northerly for 0.07 miles to South 5th Street (FAU 6704B) from 0.22 miles north of VFW Road northerly for 0.07 miles; the Municipal Street System of the City of Pekin,

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

SECTION ONE: That South 5th Street (FAU 6704B) from 0.22 miles north of VFW Road northerly for 0.07 miles; is hereby designated as a street in the Municipal Street System.

SECTION TWO: That the City Clerk is directed to forward a certificate copy of this Ordinance to the State of Illinois through its Regional Engineer's office at 401 Main Street, Peoria, IL 61602, Illinois.

BE IT FURTHER ORDAINED 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 13th day of June 2016, and upon roll call the vote was as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAINING: _____

APPROVED this 13th day of June 2016.

ATTEST: _____
MAYOR

CITY CLERK



Local Agency Agreement for
Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: City of Pekin
Township/Road District: Cincinnati Rd. Dist.	Township/Road District:
County: Tazewell	County: Tazewell

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name South 5th Street Route FAU 6704B Length 0.07 miles
Termini From 0.22 miles north of VFW Road northerly 0.07 miles
in its entirety.

This transfer ☐ does ☒ does not include Structure No. N/A

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.
The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

☒ upon IDOT approval ☐ _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.
Supplement N/A
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

Name Ronald Hawkins
Title Cincinnati Highway Commissioner
Chairman County Board/Mayor/Village President/etc.

APPROVED BY RECIPIENT

Name John McCabe
Title City of Pekin Mayor
Chairman County Board/Mayor/Village President/etc.

Signature _____ Signature _____

APPROVED

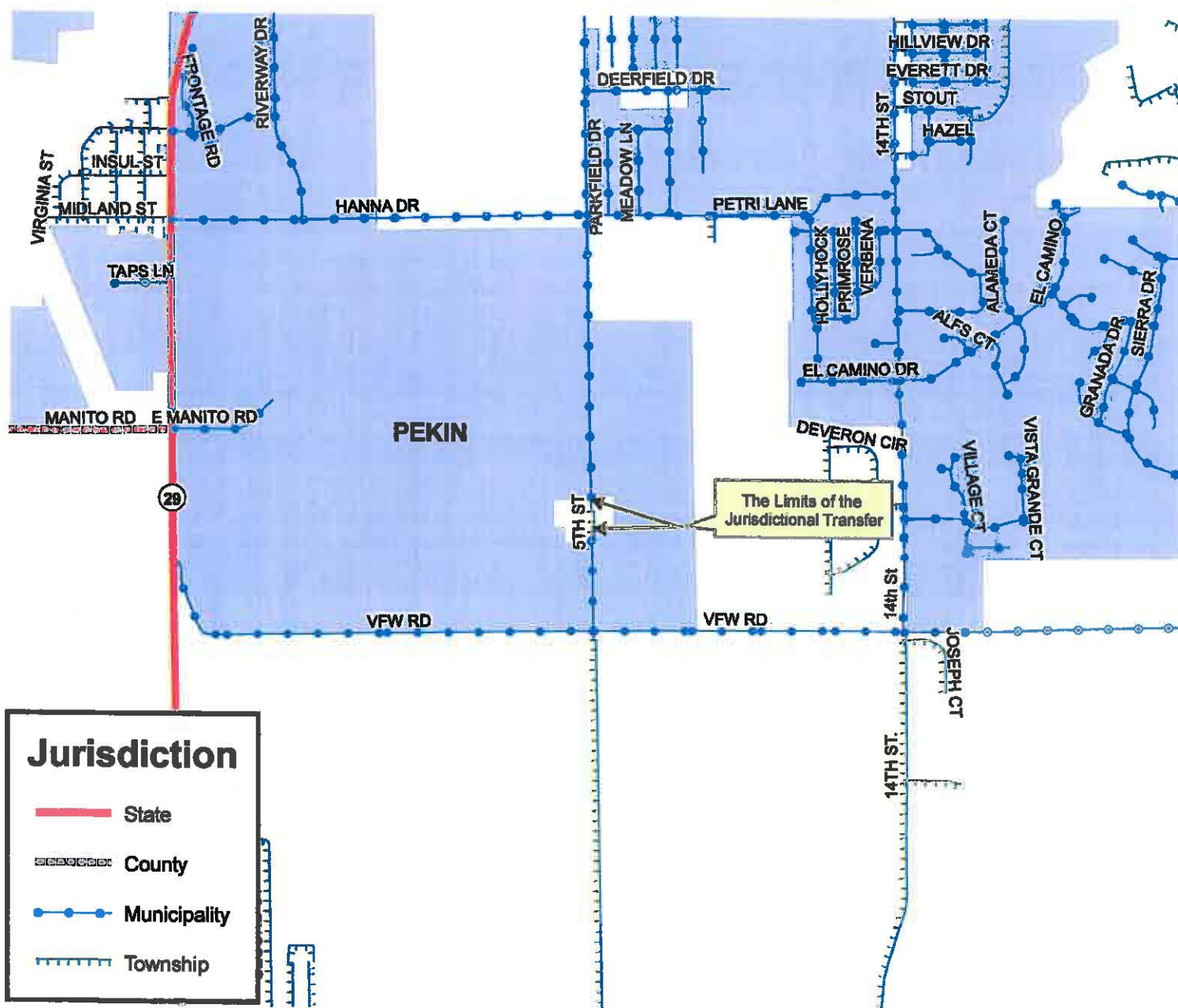
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____
Director of Highways _____
Date



Illinois Department of Transportation

Jurisdictional Transfer

Cincinnati Township to City of Pekin
South 5th Street
from 0.22 miles north of VFW Road
northerly 0.07 mile, in its entirety





Local Agency Agreement for
Jurisdictional Transfer

Local Agency No. 1	(Conveyor)	Local Agency No. 2	(Recipient)
Municipality:		Municipality:	City of Pekin
Township/Road District:	Cincinnati Rd. Dist.	Township/Road District:	
County:	Tazewell	County:	Tazewell

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name South 5th Street Route FAU 6704B Length 0.07 miles
Termini From 0.22 miles north of VFW Road northerly 0.07 miles.
in its entirety.

This transfer ☐ does ☒ does not include Structure No. N/A

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

☒ upon IDOT approval ☐ _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.
Supplement Attachment 1 - Location Map & Attachment 2 - Municipal Ordinance / Resolution
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Ronald Hawkins Name John McCabe

Title Cincinnati Highway Commissioner Title City of Pekin Mayor
Chairman County Board/Mayor/Village President/etc. Chairman County Board/Mayor/Village President/etc.

Signature _____ Signature _____

APPROVED

STATE OF ILLINOIS

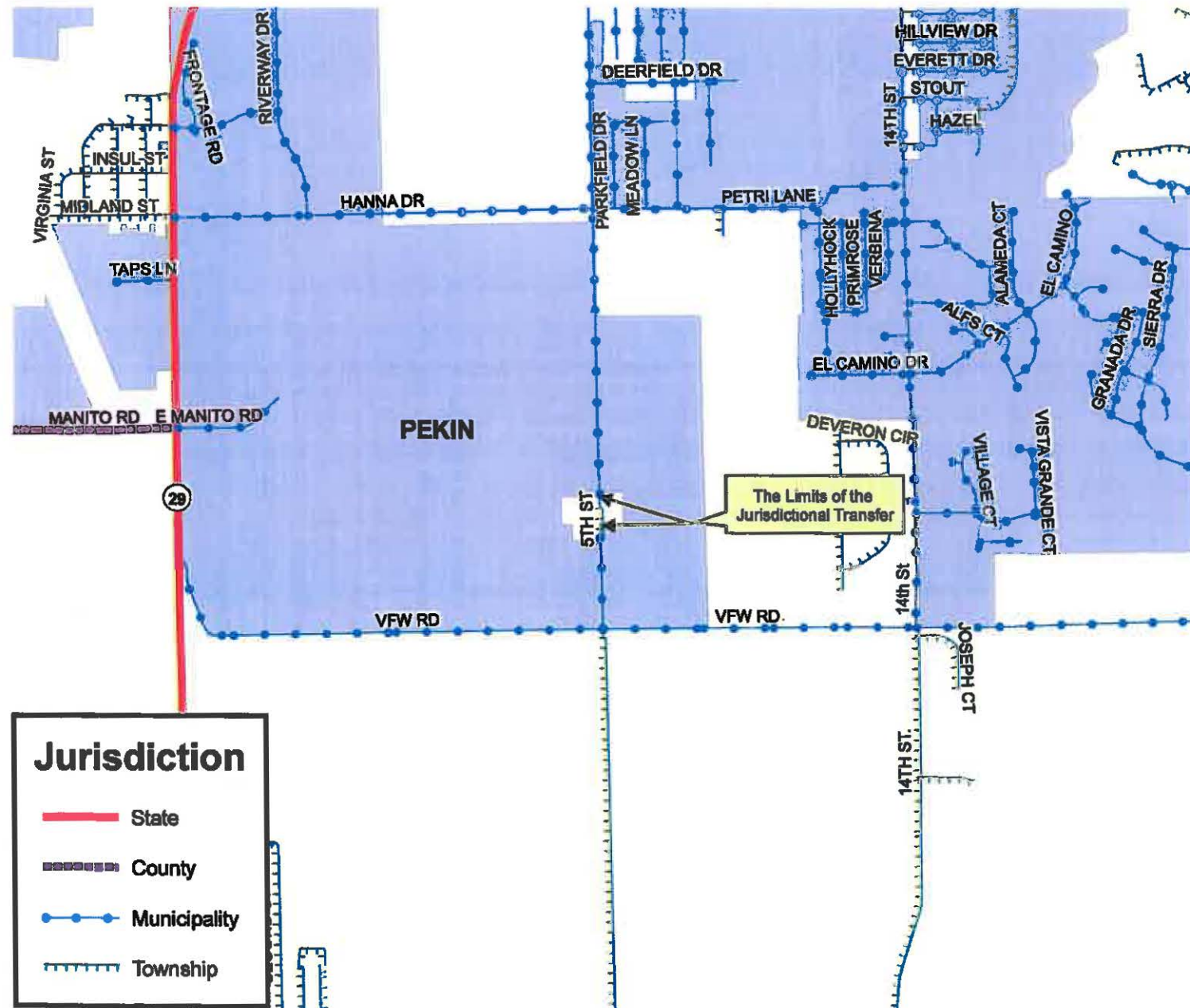
DEPARTMENT OF TRANSPORTATION By: _____ Date _____
Director of Highways



Illinois Department of Transportation

Jurisdictional Transfer

Cincinnati Township to City of Pekin
South 5th Street
from 0.22 miles north of VFW Road
northerly 0.07 mile, in its entirety





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Kurt Nelson, Fire Chief

AGENDA ITEM: Approve adoption of ordinance for requirement of electronic submission of fire and life safety inspections and testing

AGENDA DATE REQUESTED: 06/13/2016

ACTION REQUESTED: Approval of "The Compliance Engine" implementation and adoption of the City of Pekin Ordinance regarding submissions of inspections, testing, and maintenance of fire and life safety systems.

DESCRIPTION: Approval of the use of the Compliance Engine, operated by Brycer L.L.C. as the Electronically required information system

HISTORY The City of Pekin Fire Department has been reviewing different companies to utilize that provides a service that allows the information that is already required to be submitted to be submitted electronically regarding Life Safety inspections, testing and maintenance of fire and life safety systems. This Data source will be utilized to send reminders as well as notifications regarding Life Safety systems, and will work with our existing fire reporting software. Inspections are conducted on all suppressions systems including but not limited to sprinkler, ansul systems, cooking hoods, and valve inspections and if we are so inclined also elevators. These all have set inspection requirements, and gives us the information submitted. These reports will continue to remain available on their server with no cost to us. In addition, the agreement also sends notices to businesses that are identified to having deficiencies with these fire protection and life safety appliances, and keeps a history of all information entered for up to five years. NFPA requirements per our current code in place will be stated in the information received by the owner along with required inspection and notification to AHJ.

FINANCIAL IMPACT: No cost to City of Pekin

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Increased compliance as well as timely notification and availability of historical data and system inspection records related to the business/occupancy.

IMPACT IF DENIED: Continued increase in paperwork and difficulty managing paper information that then will have to be entered by personnel.

ALTERNATIVES:

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.
X	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage

	opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 6/6/2016	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 6/6/16	

RESOLUTION NO. 28-16/17

**A RESOLUTION APPROVING
THE ADMINISTRATIVE SERVICES AGREEMENT
FOR THE FIRE DEPARTMENT INSPECTION AND
COMPLIANCE PROGRAM SERVICES
BETWEEN THE CITY OF PEKIN AND BRYCER, LLC**

WHEREAS, the City of Pekin Fire Department sought services for Fire Department compliance services; and,

WHEREAS, Brycer, LLC proposes an agreement for providing these services for three year renewal term with all fees being paid by the applicant.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS does hereby approve the Agreement for Compliance Services setting forth the terms and conditions under which compliance data will be maintained.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Agreement on behalf of the City of Pekin.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

May 26, 2016

City of Pekin Fire Department
3232 Court St
Pekin, IL 61554

Re: "The Compliance Engine"

Dear Chief Nelson:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, City of Pekin Fire Department ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year period unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all

schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require in writing (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
____ day of _____, 20____;

[CLIENT]

By: _____

Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; and (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution and any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith. Notwithstanding the foregoing, the parties acknowledge that Client shall be permitted to comply with any all federal and state laws concerning disclosure.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily and indemnifies and holds Brycer harmless from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and

Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Each party (the "Indemnifying Party") will defend and indemnify the non-indemnifying party against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from the Indemnifying Party's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally

recognized overnight courier service, one business day after delivery.

17. **Assignment.** The Agreement may not be assigned or transferred by Client without the prior written consent of Brycer and any purported transfer in violation of this section shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and representatives.
18. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
19. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
20. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
21. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
22. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN



Pekin Fire Department

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UPLOAD FILE LAYOUT 13

Implementation Task List

The following is the list of tasks needed to be completed by Pekin Fire Department, in order to complete the implementation. By completing these in a timely manner will allow for the simplest and smoothest transition into the system.

Task	Due Date	Completed
Logo	06/01/2016	☐
Signature	06/01/2016	☐
Data	07/01/2016	☐
Notices	07/01/2016	☐
ITM List	06/01/2016	☒
Training	08/15/2016	☐
Go Live	08/01/2016	☐

Notification Templates

Next 6 Pages are the notification templates.

Please note that bold texts are auto populated fields from our system. Whatever information you add to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most Jurisdictions can utilize without much change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel these are good the way they have been created, please let us know and these will be loaded as your default templates in our system for notifications. At any time, you see the need for changes please contact our office and we will work with you to get the changes completed and reset all notifications so they reflect any needed adjustments

Renewal Notification Template

Pekin Fire Department
3232 Court St
Pekin, IL 61554

NOTICE



Month/Day/Year

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner,

In accordance with local Fire code _____ our records indicate the **system type** located at your property, **property address** is due for inspection by a licensed company.

Per state and local regulations, **system type** must be tested within the month of your renewal date which is **Month/Day/Year**.

For your convenience, the name and contact information of your last inspection company of record, if available, is listed below. A licensed individual from a licensed company is required by law to inspect and test your **system type**.

Inspection Company	Phone #	Email
ABCITM	###.###.####	info@abcitm.com

It is the responsibility and requirement of the inspection company testing your apparatus to submit all test reports to us via the web at www.thecomplianceengine.com. All questions concerning the above requirements should be directed to the AHJ Name.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Kurt Nelson
Fire Chief
Pekin Fire Department
P. P. (309) 477-2388
E. E. knelson@ci.pekin.il.us

NID ### IRN ####

Manual Date Renewal Notification Template

Pekin Fire Department
3232 Court St
Pekin, IL 61554

NOTICE



Month/Day/Year

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner:

In accordance with local fire code _____ our records indicate the **system type** located at your property, **property address** is due for inspection by a licensed company.

The system must be tested per state and local regulations. We have not received this report; please have your service contractor forward immediately.

A licensed company is required by law to inspect and test your **system type**. **It is the responsibility and requirement of the inspection company testing your apparatus to submit all test reports to us via the web at www.thecomplianceengine.com.**

All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Kurt Nelson
Fire Chief
Pekin Fire Department
P. P. (309) 477-2388
E. E. knelson@ci.pekin.il.us

NID ### IRN #####

Manual Date Overdue Notification Template

Pekin Fire Department
3232 Court St
Pekin, IL 61554

Month/Day/Year

NOTICE



PAST DUE

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner:

Our records indicate the **system type** located at your property, **property address** is PAST DUE for inspection by a licensed company. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **system type** inspected, tested and maintained by a licensed company and,
2. Have your inspection company submit the test results to the us at www.thecomplianceengine.com

If this inspection has been completed you must notify your inspection company that they are required to submit on your behalf a copy of this report via the web at www.thecomplianceengine.com.

All questions concerning the above requirements should be directed to the **AHJ Name**

Sincerely Yours in Life & Fire Safety;

Digital Signature

Kurt Nelson
Fire Chief
Pekin Fire Department
P. P. (309) 477-2388
E. E. knelson@ci.pekin.il.us

NID ### IRN ####

Overdue Notification Template

Pekin Fire Department
3232 Court St
Pekin, IL 61554

NOTICE



Month/Day/Year

PAST DUE

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner,

Our records indicate the **system type** located at your property, **property address** is PAST DUE for inspection by a licensed company. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

- 1. Have your **system type** inspected, tested and maintained by a licensed company and,
- 2. Have your inspection company submit the test results to the us at www.thecomplianceengine.com

The **system type** was due to be tested on or before **Month/Day/Year** per State and local regulations.

For your convenience, the name and contact information of your last inspection company of record, if available, is listed below. A licensed individual from a licensed company is required by law to inspect and test your **system type**.

Inspection Company	Phone #	Email
ABCITM	###.###.####	info@abcitm.com

If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us via the web at www.thecomplianceengine.com. All questions concerning the above requirements should be directed to the AHJ Name.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Kurt Nelson
Fire Chief
Pekin Fire Department
P. P. (309) 477-2388
E. E. knelson@ci.pekin.il.us

NID ### IRN ####

Deficiency Notification Template

Pekin Fire Department
3232 Court St
Pekin, IL 61554

NOTICE



Month/Day/Year

Premises Location
Address
City, State Zip Code

SUBJ: *Deficiency with regards to fire prevention and life safety code* _____

A recent inspection of your system type, at property address on month/date/year by ITM Company revealed the violations listed below.

This is an **ORDER TO COMPLY**. Your failure to comply with this notice before re-inspection on (30 days from date of letter) may make you liable for the penalties provided for by law for such violation(s) under the city’s Building and Fire Codes.

- Deficiency found during ITM service: Deficiency Description
- Deficiency found during ITM service: Deficiency Description
- Deficiency found during ITM service: Deficiency Description
- Deficiency found during ITM service: Deficiency Description

If you have corrected all deficiencies, please have your inspection contractor provide documentation of the repair at www.thecomplianceengine.com.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Kurt Nelson
Fire Chief
Pekin Fire Department
P. P. (309) 477-2388
E. E. knelson@ci.pekin.il.us

NID ### IRN ####

AHJ Sample Requirement Letter to Fire Protection Contractors

Pekin Fire Department
3232 Court St
Pekin, IL 61554



Dear Service Provider,

The AHJ Name has instituted a new process for service providers who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the AHJ Name electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The AHJ Name is dedicated to delivering 100% compliance with our adopted Fire Code. This web based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the AHJ Name will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the AHJ Name's jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under AHJ Name icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Digital Signature

Kurt Nelson
Fire Chief
Pekin Fire Department
P. P. (309) 477-2388
E. E. knelson@ci.pekin.il.us

AHJ Sample Requirement Letter to Fire Protection Contractors

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness

Key Processes to Know:

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

Systems Tracked:

(customize per AHJ)

- Automatic Fire Sprinkler System
- Fire Alarm System
- Commercial Kitchen Hood Suppression System (Testing and Cleaning)
- Standpipe
- Active Smoke Control System
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Special Suppression System
- Fire Escape

TCE Tracks the Following Systems:

System Type
Automatic Fire sprinkler System
Fire Alarm System
Commercial Hood Cleaning
Commercial Kitchen Hood Suppression System
Standpipe
Active Smoke Control System
Fire Escape
Special Suppression System (e.g. Foam System)
Private Hydrant System
Fire Pump
Spray Booth
Emergency Generator
Elevator

Pricing Model for Fire Protection Contractors

BRYCER PRICING MODEL



System Type	Submittal Frequency	Pricing	Annual Total
Automatic Fire Sprinkler System (Dry, Wet, Preaction/Deluge, Foam can be combined)	Annual, Quarterly, Monthly	\$12.00	\$12.00
Fire Alarm System	Annual, Quarterly, Monthly	\$12.00	\$12.00
Commercial Hood Cleaning	Annual, Quarterly, Monthly	\$12.00	\$12.00
Commercial Kitchen Hood Suppression System	Semi-Annual	\$12.00	\$24.00
Standpipe	Annual	\$12.00	\$12.00
Active Smoke Control System	Annual	\$12.00	\$12.00
Private Hydrant System	Annual	\$12.00	\$12.00
Fire Pump	Annual, Quarterly, Monthly	\$12.00	\$12.00
Spray Booth	Annual	\$12.00	\$12.00
Emergency Generator	Annual	\$12.00	\$12.00
Special Suppression System	Semi-Annual	\$12.00	\$24.00
Fire Escape	Annual	\$12.00	\$12.00
Elevator	Annual	\$12.00	\$12.00
5-Year Obstruction Sprinkler	5-Years	\$12.00	\$12.00

PRICING EXAMPLE:

Building with: main control panel, 500 smoke detectors, 400 heat detectors, 6 sub panels etc.

The ITM company will submit the complete results of their test to the AHJ for a total annual cost of \$12.

Some ITM companies will perform quarterly or monthly tests on the fire alarm and submit 4 quarterly reports vs. 1 annual. Brycer will still charge only \$12 for the submittal of the 4 reports. The charge will be incurred on the first submittal and again 12 months following the original submittal date (repeated annually thereafter).

This process insures that all ITM reports are tracked and all deficiencies are addressed without penalizing a building for having a higher level of compliance.

NOTE:

- We do NOT charge per floor, riser, or flow switch for sprinklers
- TCE Accepts the submittal of monthly, quarterly, semi-annually ITM reports within the same service year at no additional charge
- Kitchen systems follow NFPA standards of 100% testing which will be charged per system submission
- The first submission for a property will be charged (even if it is a quarterly or monthly, as the pricing is every 12 months and depends on the first report submitted)

The Compliance Engine Premises Upload Version 3.0

The Compliance Engine provides for the ability to upload Premises into the system. The Premises Upload function allows for new Premises to be created and existing Premises to be updated utilizing a unique Premises ID (sometimes referred to a reference number).

When a Premises record is encountered in the upload file, the system first checks to see if a Premises already exists for the specified Premises ID. If the Premises ID exists, the current Premises record in The Compliance Engine is updated with the new information. Existing contacts are replaced with the contacts included in the upload file.

If the Premises ID does not already exist, a new Premises record is created with the associated contacts from the upload file.

Upload File Layout

The upload file must be in a comma separated value file format, or .csv. A comma separated value file is a plain text file consisting of one record per line with each field delimited by a comma. Fields that contain non-numeric data (e.g., strings) should be encapsulated in quotes.

The first row of the upload file may include a comma delimited list of field names. While this is not required, it makes mapping easier within The Compliance Engine. Fields may appear in any order.

"Reference Number", "Building Number", "Record Type", "Premises Name", "Premises Address Line 1", "Premises Address Line 2", "Premises City", "Premises State", "Premises Postal Code", "System Type", "Contact First Name", "Contact Last Name", "Contact Organization", "Contact Address Line 1", "Contact Address Line 2", "Contact City", "Contact State", "Contact Postal Code", "Contact Phone Number", "Contact Fax Number", "Contact Email"

The following table is used to describe the row of data to represent each Premises. The same Premises row may be included multiple times to represent the Building Owner and Responsible Party contacts (see examples).

Field	Type	Required/Optional	Description
Reference Number	String	Required	Unique identifier for a Premises address.
Building Number	String	Optional	Identifier of a Premises to be used as the parent Premises.
Record Type	String	Required	Indicator of the type of record. (see record type chart below)
Premises Name	String	Required	Name of the Premises. Use "VACANT" for addresses without a current occupant.
Premises Address Line 1	String	Required	Complete physical address of the Premises.
Premises Address Line 2	String	Optional	Secondary address information (e.g., Suite, Floor, etc.)
Premises City	String	Required	City name of the Premises.
Premises State	String [2]	Required	Two character ISO 3166-2 state code.
Premises Postal Code	String [10]	Required	Postal/Zip Code for Premises address.
System Type	String	If Available	System Type "Fire Alarm"

Upload File Layout

Field	Type	Required/Optional	Description
Premises City	String	Required	City name of the Premises.
Premises State	String [2]	Required	Two character ISO 3166-2 state code.
Premises Postal Code	String [10]	Required	Postal/Zip Code for Premises address.
System Type	String	If Available	System Type "Fire Alarm"
Contact Last Name	String	Conditional (see record type chart below)	Last name of contact person.
Contact First Name	String	Conditional (see record type chart below)	First name of contact person.
Contact Organization Name	String	Conditional (see record type chart below)	Name of organization for contact person.
Contact Address Line 1	String	Conditional (see record type chart below)	Address of contact person/organization.
Contact Address Line 2	String	Conditional (see record type chart below)	Secondary address information of contact person/organization.
Contact City	String	Conditional (see record type chart below)	City of contact person/organization.
Contact State	String	Conditional (see record type chart below)	State of contact person/organization.
Contact Postal Code	String	Conditional (see record type chart below)	Postal/Zip Code of contact person/organization.
Contact Phone Number ¹	String	Optional	Telephone number of contact person.
Contact Fax Number ¹	String	Optional	Fax number of contact person
Contact Email Address	String	Optional	E-mail address of contact person.

¹Phone numbers should be in the format of AAAPPPNNNNXXXX, where AAA is the area code, PPP is the prefix, NNNN is the number and XXXX is the extension. The Compliance Engine will attempt to format the telephone number by removing any punctuation from the strong.

Use the following table to determine the record type to be assigned to each

Record Type	Description
OCC	Premises address for the current occupant
OWNER	Property owner contact (can only be one)
RESP	Responsible party (can only be one)

ORDINANCE NO. 1462-A346 - 16/17

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING HANDICAPPED SPACES**

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

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 Traffic Safety Committee reviewed the request on behalf of St. Paul Episcopal Church at 343 Buena Vista for consideration of a second handicapped space in front of their property on Buena Vista at the meeting of June 3, 2016 and

WHEREAS, the Traffic Safety Committee recommends to Council to consider a second designated on-street handicapped space on Buena Vista Avenue, west side, 61 ft. north of Washington Street in front of St. Paul Episcopal Church, 343 Buena Vista Avenue; and

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois to adjust the Code to reflect the current handicapped space signs that are in place in town; and

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

1. That Title 8, Chapter 4, Section 3. F. be amended by adding the following designated Handicapped Space:

Control	On Street	At or From	To	Direction	Location
Handicapped	Buena Vista	Washington Street	61' N of Washington	South	(1 space) St Paul's Church

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, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2016 and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2016

Mayor

ATTEST:

City Clerk



before

D. Violation of Handicapped Parking: No vehicle shall be parked in a space designated for vehicles for handicapped persons unless such vehicle shall have displayed thereon a handicapped person parking device as set forth in 8-4-3-A.

E. Regulation of Handicapped Parking Areas: The City may regulate Handicapped Parking Areas on private property if such area is properly designated with a sign in the form and manner prescribed in 625 ILCS 5/11-301. This authority is granted regardless of whether the City has entered into a contract with the property owner.

F. The following areas are designated as handicapped parking areas:

(Ord No. 1462-A249 02-13-06) (Ord No. 1462-A262 06-11-07) (Ord. No. 1462-A286 11-24-08)
(Ord No. 1462-A289 12-22-08) (Ord No. 1462-A320 11-26-12) (Ord. No. 1462-A332 03-24-14)
(Ord. No. 1462-A333 04-28-14) (Ord. No. 1462-A334 05-27-14) (Ord. No. 1462-A335 07-28-14)
(Ord. No. 1462-A339 10-27-14) (Ord No. 1462-A342 09-14-15)

Control	On Street	At or From	To	Direction	Location
Handicapped	Buena Vista	Washington Street	96' N of Washington	South	(1 space) St Paul's Church
Handicapped	Court Street	N. Fifth Street	N. Fourth Street	West	1st space east of N 4th St.
Handicapped	Court Street	N. Third Street	N. Second Street	West	1st space E of Second St.
Handicapped	Court Street	S. Capitol Street	S. Fourth Street	East	1st space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of S. Fourth St
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2 nd space west of S. Fourth St
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	3 rd space west of S. Fourth St
Handicapped	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4 th space E of S Capitol
Handicapped	N. Nineteenth St	South of Sidewalk	Housing Authority	East Side	19 th St 1 space
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	1st space appr. center of blk
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	2 nd space appr center of blk
Handicapped	Park Avenue	105' E. of 13 th St	135' E. of 13 th St	West	1 space by Pekin Hospital
Handicapped	S. Capitol Street	323 S. Capitol Street	323 S. Capitol Street	North	323 S. Capitol Street east side of street across
Handicapped	S. Capitol Street	Sabella Street	by City Hall	North	(2 spaces) 195' and 225' West
Handicapped	S. Capitol Street	Elizabeth Street	by Justice Center	South	(1 space) 20' South
Handicapped	S. Capitol Street	352 S. Capitol Street	352 S. Capitol Street	North	352 S. Capitol Street
Handicapped	S. Sixth Street	Broadway Road	St. Joseph Place	South	1 spaces W side str by PO
Handicapped	Sabella Street	Broadway Road	S. Capitol Street	West	1st space E of S Capitol/Elks
Handicapped	Sabella Street	Capitol Street	by City Hall	West	(2 spaces) 90' and 120' North
Handicapped	St. Mary Street	S. Fourth Street	S. Capitol Street	West	1st space W of S 4th/Herget
Handicapped	State Street	Rotary Park Shelter	1115 State St	West	1 st space west of driveway
Handicapped	Vienna Court	1825 Vienna Court	1825 Vienna Court	South	1 space 10' west of walkway West side

PARKING LOTS

Handicapped	Water Street	Foot of Court Street	North-South	as marked in parking lot
Handicapped	Parking Lot A			3 spaces #800, 835, 836
Handicapped	Parking Lot B			1 space #313
Handicapped	Parking Lot E			3 spaces #21, 22, 23

after

D. Violation of Handicapped Parking: No vehicle shall be parked in a space designated for vehicles for handicapped persons unless such vehicle shall have displayed thereon a handicapped person parking device as set forth in 8-4-3-A.

E. Regulation of Handicapped Parking Areas: The City may regulate Handicapped Parking Areas on private property if such area is properly designated with a sign in the form and manner prescribed in 625 ILCS 5/11-301. This authority is granted regardless of whether the City has entered into a contract with the property owner.

F. The following areas are designated as handicapped parking areas:

(Ord No. 1462-A249 02-13-06) (Ord No. 1462-A262 06-11-07) (Ord. No. 1462-A286 11-24-08)
 (Ord No. 1462-A289 12-22-08) (Ord No. 1462-A320 11-26-12) (Ord. No. 1462-A332 03-24-14)
 (Ord. No. 1462-A333 04-28-14) (Ord. No. 1462-A334 05-27-14) (Ord. No. 1462-A335 07-28-14)
 (Ord. No. 1462-A339 10-27-14) (Ord No. 1462-A342 09-14-15)

Control	On Street	At or From	To	Direction	Location
Handicapped	Buena Vista	Washington Street	96' N of Washington	South	(1 space) St Paul's Church
Handicapped	Buena Vista	Washington Street	61' N of Washington	South	(1 space) St Paul's Church
Handicapped	Court Street	N. Fifth Street	N. Fourth Street	West	1st space east of N 4th St.
Handicapped	Court Street	N. Third Street	N. Second Street	West	1st space E of Second St.
Handicapped	Court Street	S. Capitol Street	S. Fourth Street	East	1st space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of apron Courthouse parking lot
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	1st space west of S. Fourth St
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	2nd space west of S. Fourth St
Handicapped	Elizabeth Street	S. Fourth Street	Capitol Street	West	3rd space west of S. Fourth St
Handicapped	Elizabeth Street	S. Capitol Street	S. Fourth Street	East	4th space E of S Capitol
Handicapped	N. Nineteenth St	South of Sidewalk	Housing Authority	East Side 19th St	1 space
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	1st space appr. center of blk
Handicapped	N. Nineteenth St	Broadway Road	Market Street	North	2nd space appr center of blk
Handicapped	Park Avenue	105' E. of 13th St	135' E. of 13th St	West	1 space by Pekin Hospital
Handicapped	S. Capitol Street	323 S. Capitol Street	323 S. Capitol Street	North	323 S. Capitol Street east side of street across
Handicapped	S. Capitol Street	Sabella Street	by City Hall	North	(2 spaces) 195' and 225' West
Handicapped	S. Capitol Street	Elizabeth Street	by Justice Center	South	(1 space) 20' South
Handicapped	S. Capitol Street	352 S. Capitol Street	352 S. Capitol Street	North	352 S. Capitol Street
Handicapped	S. Sixth Street	Broadway Road	St. Joseph Place	South	1 spaces W side str by PO
Handicapped	Sabella Street	Broadway Road	S. Capitol Street	West	1st space E of S Capitol/Elks
Handicapped	Sabella Street	Capitol Street	by City Hall	West	(2 spaces) 90' and 120' North
Handicapped	St. Mary Street	S. Fourth Street	S. Capitol Street	West	1st space W of S 4th/Herget
Handicapped	State Street	Rotary Park Shelter	1115 State St	West	1st space west of driveway
Handicapped	Vienna Court	1825 Vienna Court	1825 Vienna Court	South	1 space 10' west of walkway West side
PARKING LOTS					
Handicapped	Water Street	Foot of Court Street		North-South	as marked in parking lot
Handicapped	Parking Lot A				3 spaces #800, 835, 836
Handicapped	Parking Lot B				1 space #313
Handicapped	Parking Lot E				3 spaces #21, 22, 23

ORDINANCE NO. 1462-A347 - 16/17

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS**

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 Traffic Safety Committee reviewed request for from resident for a stop sign at the intersection of Easter Avenue and Columbus Drive at the Traffic Safety Committee meeting on June 3, 2016; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider stopping traffic in all directions at the intersection; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding traffic stops.

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following stop control signs:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>Direction</u>
Stop	Easter Avenue	Columbus Drive	East-West

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, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2016; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk



1 inch = 157.76 feet

2202 Easter



Control	On Street	At or From	Direction
Stop	Alameda Court	Gingoteague	South (Ord. No. 1462-A295-09/10 01-25-10)
Stop	Alameda Drive	Gingoteague	North (Ord. No. 1462-A295-09/10 01-25-10)
Stop	Amanda Street	Earl Street	East
Stop	Ann Eliza Street	N. Ninth Street	West
Stop	Ann Eliza Street	N. Twelfth Street	West (Ord. No. 1462-A284-08/09 10-14-08)
Stop	Arlann Drive	North Shore Drive	North
Stop	Aspen Court	Dogwood Lane	East-West (Ord. No. 1462-A259-06/07 11-13-06)
Stop	Autumn Ridge Drive	North Lake Drive	West (Ord. No. 1462-A256 08-14-06)
Stop	Avon Street	Stratford Avenue	South (Ord. No. 1462-A318 10-22-12)
Stop	Bacon Street	Walnut Street	South
Stop	Belmont Drive	Glendale Avenue	West
Stop	Black Street	Meyers Court	North-South
Stop	Broadway Road	S. Fifth Street	East-West
Stop	Broadway Road	S. Fourth Street	East-West
Stop	Broadway Road	Third Avenue	East-West
Stop	Brookdale Lane	Knollcrest Avenue	East
Stop	Buckhaven Street	Fawnridge Lane	East (Ord. No. 1462-A250 02-13-06)
Stop	Capitol Street	Elizabeth Street	North-South (Ord. No. 1462-A280 09-22-08)
	(Casey see Kacy)		
Stop	Charles Street	S. Tenth Street	East-West
Stop	Charlotte Street	N. Third Street	East-West
Stop	Charlotte Street	Willow Street	West
Stop	Columbus Drive	Valentine Drive	North-South
Stop	Court Street	N. Third Street	West
Stop	Court Street	S. Third Street	East
Stop	Crescent Drive	Coolidge Drive	North-South
Stop	Crestview Drive	Glendale Avenue	West
Stop	Cypress Street	Pine Street	South (Ord. No. 1462-A314 07-23-12)
Stop	Deerfield	S. Fifth Street	West (edit 01-25-10)
Stop	Derby Street	S. Fifth Street	East-West
Stop	Derby Street	S. Fourteenth Street	East
Stop	Derby Street	S. Seventh Street	East-West
Stop	Derby Street	S. Tenth Street	East-West
Stop	Dogwood Lane	Black Oak Drive	North-South

Stop	Dogwood Lane	Black Oak Drive	North-South
		(Ord. No. 1462-A259-06/07 11-13-06)	
Stop	Easter Avenue	Columbus Drive	East-West
		(Ord. No. 1462-A347-16/17 06-13-16)	
Stop	El Camino Drive	S. Fourteenth Street	East-West
Stop	El Camino Drive	Quail Hollow Road	North-South
		(Ord. No. 1462-A257-06/07 09/11/06)	
Stop	Elizabeth Street	Front Street	West
Stop	Elizabeth Street	S. Capitol Street	East-West
		(Ord. No. 1462-A280-08/09 09-22-08)	
Stop	Elizabeth Street	S. Fourth Street	East-West
		(Ord. No. 1462-A281-08/09 09-22-08)	
Stop	Elizabeth Street	S. Third Street	West
Stop	Enterprise Drive	Riverway Drive	East
Stop	Executive Court	S. Fourteenth Street	East
Stop	Fayette Street	Main Street	West
		(Ord. No. 1462-A263-07/08 08-27-07)	
Stop	Fox Point Court	Point East Court	North
Stop	Georgetown Place	Arlington Circle	East
Stop	Gingoteague Way	Alameda Court	East
Stop	Gingoteague Way	S. Fourteenth Street	West
Stop	Glendale Avenue	Sunset Drive	North-South
Stop	Granada Drive	Alhambra Court	South
		(Ord. No. 1462-A303-10/11 03-14-11)	
Stop	Greenbrook Street	Cherry Lane	South
Stop	Hanna Drive	S. Fifth Street	East (edit 01-25-10)
Stop	Hardt Court	Gingoteague Way	East
Stop	Hawthorne Avenue	Maywood Avenue	South (edit 01-25-10)
Stop	Heilman Street	Sapp Street	North
Stop	Hemlock Street	Schramm Drive	East
Stop	Herget Street	Sapp Street	East-West
Stop	Hickory Lane	Black Oak Drive	North/South
		(Ord. No. 1462-A259 11-13-06)	
Stop	Highland Avenue	S. Eleventh Street	West
Stop	Highland Avenue	S. Tenth Street	East
Stop	Highland Avenue	S. Twelfth Street	East-West
Stop	Highwood Avenue	Crestview Drive	North
Stop	Highwood Avenue	North Lake Drive	East-West
		(Ord. No. 1462-A256 08/14/06)	
Stop	Hillcrest Street	Glendale Avenue	East
Stop	James Road	S. Eighteenth	East (edit 06-27-11)
Stop	Jefferson Street	Lincoln Street	North
		(Ord. No. 1462-A300 08-23-10)	
Stop	Jessica Court	Vista Grande Drive	South
Stop	Kacy Drive	McNaughton Park Road	West

REQUEST FOR COUNCIL ACTION

To: Council and Interim City Manager

CC: City Clerk

From: Michael Guerra, City Engineer



AGENDA ITEM: Agreement with Amec Foster Wheeler for Stormwater Utility Implementation

AGENDA DATE REQUESTED: June 13, 2016

ACTION REQUESTED: Approval of a professional services agreement with Amec Foster Wheeler to assist in the implementation of the Stormwater Utility in an amount not to exceed \$54,774.00

DESCRIPTION: This agreement is to assist the City in the finalization and implementation of the stormwater utility fee. During the budget meeting in May the council approved to proceed with the implementation of a stormwater utility fee based off the study conducted for the Tri-County Regional Planning Commission in 2013-2014 performed by Amec. For this agreement Amec will review and update the recommendations from the study, conduct public meetings to inform the public on the need for the fee and seek input on the credit manual, help draft the ordinance, and assist in the billing plan implementation. This agreement with Amec Foster Wheeler is needed to ensure the proper process for the implantation of the fee within the timeframe requested by the council. Amec has helped craft several stormwater ordnances including Morton and other Illinois cities.

HISTORY: In November of 2011 the City Council approved a resolution for participation in the Regional Stormwater Study

April 2014 the final report of the Study was completed.

April 2016 the City Council approved the FY17 budget with the provision for a stormwater utility to be implemented by the fall of 2016.

FINANCIAL IMPACT: Property owners in Pekin will be charged for the amount of impervious surface on their property on a monthly basis to provide revenue to the Stormwater enterprise fund. This will allow for a fully funded stormwater management program that will allow for additional annual maintenance and funding for capitol stormwater projects.

NEIGHBORHOOD CONCERNS: Aging infrastructure, erosion problems, stormwater flooding, and deferred maintenance. Also increase in monthly utility bill.

IMPACT IF APPROVED: Implementation of the stormwater fee can meet the expected timeframe in an efficient and effective manner. This will allow for a smoother implementation of the fee.

IMPACT IF DENIED: Due to limited staffing, the implementation would create additional burden on the staff resulting in a less efficient and effective implementation of the fee.

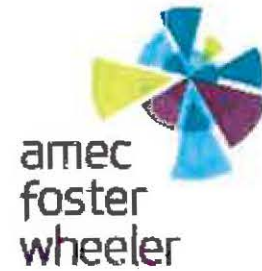
ALTERNATIVES: None

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

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

	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	Date: June 8, 2016
Finance Department (Certification of Availability of Funds)	Date: June 8, 2016
Corporation Counsel:	Date: June 8, 2016
Interim City Manager: 	Date: June 8, 2016

13 June 2016



Mr. Michael M. Guerra, PE
City of Pekin
111 S. Capitol Street
Pekin, Illinois 61554

RE: Amec Foster Wheeler Contract for Stormwater Utility Implementation

Dear Mr. Guerra:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to present the attached contract to assist the City of Pekin in the implementation of a stormwater utility fee. As was requested by the City, the scope and cost of these services reflects the City's desire to implement a stormwater fee that is based on the 2013-2014 Regional Stormwater Utility Feasibility Study that was commissioned by the Tri-County Regional Planning Commission. The recommendations of that study will be reviewed and updated as a part of this implementation process. The process also includes 2 public meetings during which the need for and approach of a stormwater utility will be presented and input solicited from the public on a crediting program by which some properties may be able to reduce their fees. We understand that the City would like to begin billing the fee in the early fall of 2016 and have prepared the scope of services with this deadline in mind.

Amec Foster Wheeler's project team includes highly experienced stormwater utility practitioners, with experience performing and/or directing all aspects of stormwater utility development and updates. Mr. Douglas Noel will be the project director and primary technical point of contact. Ms. Heather Williams will be the project manager and will assist in the development of the credit and incentive program.

We appreciate the opportunity to assist the City of Pekin with this important project. Please contact us with any questions about our proposal at (317) 713-1700 or by email at jean.ramsey@amecfw.com.

Sincerely,

Jean Ramsey, PE
Water Resources Branch Manager

Douglas Noel, PE
Principal Engineer



Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 13th day of June 2016, is made by and between **Amec Foster Wheeler Environment & Infrastructure, Inc.**, a Nevada corporation, with an address at 201 S. Capitol Avenue, Suite 200, Indianapolis, Indiana, 46225 ("Amec Foster Wheeler") and the City of Pekin, a municipal corporation, with an address at 111 South Capitol Street, Pekin, Illinois 61554 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Amec Foster Wheeler to provide services in connection with:

Stormwater Utility Implementation

SCOPE OF SERVICES

Amec Foster Wheeler agrees to perform services in accordance with its Proposal as follows:

The scope of services, provided in Attachment 1, describes the tasks that will be provided by Amec Foster Wheeler to assist the CLIENT in the implementation of a stormwater utility fee as was defined in the *Regional Stormwater Utility Feasibility Study* that was performed for the Tri-County Regional Planning Commission in 2013-2014. It is anticipated that the project will be completed by the end of September 2016.

CLIENT agrees that all services not expressly included are excluded from Amec Foster Wheeler's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

☐ **Firm-fixed price:** CLIENT agrees to compensate Amec Foster Wheeler on a firm-fixed price basis in the amount of: \$_____.

☒ **Time and materials:** CLIENT agrees to compensate Amec Foster Wheeler for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Amec Foster Wheeler's performance be greater than the estimated amount shown below, Amec Foster Wheeler will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: See Attachment 2.

Other Direct Costs (Reimbursed at cost plus 10 % mark-up): \$6,724.

Total estimated time and materials cost: \$54,774 (See Attachment 3).

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS

The listed attachments form part of this Agreement:

- 1. Scope of Services, dated June 13, 2016 .
 - 2. Labor Categories and Hourly Rates
 - 3. Hour and Cost Estimate
-

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: Amec Foster Wheeler will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler's reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler's compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface

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structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration Amec Foster Wheeler requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Amec Foster Wheeler by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Amec Foster Wheeler or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER 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 ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER 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, Amec Foster Wheeler 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 carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work

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performed and demobilization by Amec Foster Wheeler to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Amec Foster Wheeler's reports or recommendations to any person or organization other than those identified in the project description without Amec Foster Wheeler's written authorization. CLIENT releases Amec Foster Wheeler from liability and agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Amec Foster Wheeler under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Amec Foster Wheeler.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Amec Foster Wheeler have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT	Amec Foster Wheeler Environment & Infrastructure, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT 1
DRAFT SCOPE OF SERVICES
STORMWATER UTILITY IMPLEMENTATION
CITY OF PEKIN, ILLINOIS

The following scope of services is for the implementation of the stormwater utility that was conceptualized during the *Regional Stormwater Utility Feasibility Study* project that was performed for the Tri-County Regional Planning Commission in 2013-2014. The scope includes an update of the deliverables that resulted from the study and assistance in performing the implementation tasks identified by the final report of the study. The specific tasks to be performed are described below.

TASK 1. PROJECT MANAGEMENT

Project management is a component of all projects. AMEC Foster Wheeler will provide diligent schedule management due to keep the execution of this project on schedule. The quality assurance process at AMEC Foster Wheeler requires an internal peer review. This review will be performed by a senior staff member that is experienced in stormwater utility development. In the cost analysis peer review time is included in the cost of the individual tasks for which the review is provided.

- a. *General Project Administration.* The AMEC Foster Wheeler Project Manager's responsibilities for this task include: scheduling and conducting progress meetings, project schedule and financial management, project direction management, project documentation and communication, coordination planning and execution, budget tracking, and review for quality of all decisions and products. Throughout the project the consultant shall conduct progress meetings with the City's Project Manager on an as-needed basis to review the progress of the work and shall make all project work available for review and examination by the City as part of these meetings.
- b. *Final Reports.* This task is the production of a closeout report on the implementation of the utility, including the outreach activities, the crediting mechanism, the final revenue estimates, and documentation of all policy decisions that define the stormwater utility.
- c. *Kick-Off Meeting.* AMEC Foster Wheeler will work with the City to schedule a Kick-Off Meeting soon after receiving Notice to Proceed. The kick-off meeting will be a working meeting in which the scope and schedule of the stormwater utility implementation will be discussed and during which the program level of service / cost of service update will be discussed.

Deliverable Summary

The deliverables of the Project Management task will be:

1. *Kick-Off Meeting*, including the actual meeting and minutes of the meeting.
2. *Regular Project Status Meetings*, which includes the meetings and the minutes of the meetings.
3. *Other Meeting Minutes*, which includes minutes for all project meetings, including teleconferences.
4. *Status Reports*, which will be included with project billings.
5. *Final Documentation*, copies of project deliverables and a summary of all policy decisions made in setting up the utility.

TASK 2. STORMWATER PROGRAM UPDATE

AMEC Foster Wheeler will assist City staff in updating the stormwater program 5-year level of service, cost of service, and rate model that were produced during the Regional Stormwater Utility Feasibility Study. The updates will be produced based on the content of meetings to be held in conjunction with the project kick-off meeting and follow-up phone call(s). Updates to the program are to include provisions for the requirements of the latest MS4 permit promulgated by the Illinois EPA and other changes in priority that have occurred over the 3 years since the program was defined for the feasibility study.

In conjunction with the rate model update, updates to the estimated number of billing units will be needed and are provided for in the billing plan implementation task.

Deliverable Summary

The deliverables of the Stormwater Program Update task will be:

1. ***Updated 5-year stormwater program description***
 2. ***Updated 5-year cost of service.***
 3. ***Updated stormwater utility fee rate model***
-

TASK 3. CREDIT AND INCENTIVE PROGRAM

In order to provide equity to the funding program the City has elected to incorporate a credit program and possibly an incentive program into the stormwater utility rate structure. AMEC Foster Wheeler will first work with city staff to develop a set of policies that will outline the stormwater utility credit and incentive program. Once the policies are established a credit and incentive program manual will be developed that adds detail pertaining to how a property owner may apply for and receive the identified types of credits and incentives.

- a. ***Credit and Incentive Program Policy.*** AMEC Foster Wheeler will develop a policy document that defines a program of credits and incentives for the City of Pekin stormwater utility rate structure. The document will include the following information for each credit or incentive in the plan: 1) description of the eligible activity; 2) applicability (who can qualify); 3) maximum amount of credit or incentive, and; 4) qualifying criteria for consideration. It is assumed that there will be one draft of the policy document.
- b. ***Credit and Incentive Program Manual.*** AMEC will produce a credit and incentive program manual that implements the approved policy and that provides guidance for local developers, site designers, and property owners on what activities and/or facilities *qualify* for a credit or incentive, the process to be followed to apply for a credit or incentive, the requirements that must be met in order to maintain a credit, and the appeals process if the applicant disagrees with the City's determination on whether to approve a specific credit or incentive application. The manual will also include the application forms necessary to apply for credits and incentive program participation as well as examples illustrating the computational methods required to complete the forms for each type of credit and incentive.
- c. ***Credit and Incentive Program Training (Optional).*** AMEC will prepare a PowerPoint presentation based training session, will provide a training session for local developers, site designers, and property owners on the use of the credit policy and manual after approval by the City. ***NOTE: This is an optional task and the cost is not included in the proposed cost of the stormwater utility implementation services.***

Deliverable Summary

The deliverables of the Credit and Incentive Program task will be:

4. *Credit and incentive program policy.*
 5. *Credit and incentive program manual*, both draft and final.
 6. *Training (Optional)*, a one-hour presentation and training session on the content and use of the credit and incentive program & manual.
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TASK 4. ORDINANCE

AMEC Foster Wheeler will modify the template ordinance prepared for the Tri-County Regional Study to represent the stormwater utility as implemented in the City of Pekin. The ordinance will: 1) establish a stormwater enterprise fund; 2) obligate the revenues generated by a stormwater utility fee to the enterprise fund; and 3) will define the stormwater utility fee rate structure. The format and content of the draft ordinance will be modeled after an ordinance of the City's choice, such as a recycling ordinance or sewer fee code, and will at a minimum include the following:

- Purpose
- Definitions
- Creation of the enterprise fund (includes use of fund)
- Stormwater utility rate structure (determination of the fee, dedication of fee to enterprise fund)
- Billing
- Power to enforce
- Power of Director
- Appeal process

It is assumed that there will be one draft of the ordinance.

Deliverable Summary

The deliverable of the task will be a draft of the Stormwater Utility Fee Ordinance.

TASK 5. PUBLIC EDUCATION AND OUTREACH

AMEC Foster Wheeler will assist the City in the definition and implementation of a public education and outreach plan. Specific assistance to be provided includes:

- a. *Education and Outreach Plan.* AMEC Foster Wheeler will work with the City to develop a public outreach plan that communicates the storm water management program issues facing the City, their costs, and the options available to the City to bear these costs. The plan will include both general messages and one-on-one meetings with the largest potential ratepayers to discuss their service charges in advance of sending out the first bills.
- b. *Public Meetings.* AMEC Foster Wheeler will assist the City in the outreach process by facilitating 2 public meetings regarding the stormwater fee. The meetings will address the need for the fee and why this funding method was selected, and will solicit input on the construction of the fee, specifically on the credit and incentive program.
- c. *Key Ratepayer Meetings.* AMEC Foster Wheeler will accompany the City to meet with its 10 top ratepayers, or a portion thereof, over a 2-day period to discuss the need for the storm water fee, how it is computed, the credit program, and the specifics of the bills they will be receiving.
- d. *Outreach Materials.* AMEC Foster Wheeler will provide the City with a PowerPoint presentation to be used at public meetings and a frequently asked questions (FAQ) guide for its stormwater utility fee program.

Deliverable Summary

The deliverables of the Public Education and Outreach task will be:

1. ***Outreach and Education Plan***
 2. ***2 public meetings***
 3. ***Key Ratepayer assistance***
 4. ***Outreach materials, PowerPoint and FAQ***
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TASK 6. BILLING PLAN IMPLEMENTATION

A key component to the implementation of the stormwater utility is the implementation of the Billing Plan. This task starts with the development of an action plan that lays out the milestones, their sequence, and a schedule for pulling all of the components together to create and deliver an accurate master account file to the utility billing staff. Also included are the steps required to develop an accurate impervious surface database, the preparation of the master account file for delivery to the billers, quality assurance prior to delivery of the file and in evaluating sample bill prints, and delivery of guidance on maintaining the data and master account files.

- a. ***Action Plan.*** AMEC Foster Wheeler will develop a plan that identifies the milestones to be met, their sequence, the responsible parties for production and review of billing information, and a schedule / timeline for implementation.
- b. ***Billing Agent Coordination.*** AMEC Foster Wheeler will coordinate with the City's utility billing staff. Specific items to be coordinated include but are not limited to: the delivery format for the billing data; the billing data testing protocol, including review of test prints; and review of the customer service program.
- c. ***Impervious Surface Database.*** AMEC will update the impervious surface coverage and database that were produced for the Regional Stormwater Utility Feasibility Study for all parcels in the city based on the most recent aerial photography that is currently available from Tazewell County. The database will include a single billing unit (ERU) for single family residential and duplex properties. For all other properties the actual impervious footprint for the property will be digitized. *As per the regional feasibility study recommendations, sidewalks are not to be included in the digitizing.*

For areas where development has occurred since the latest available aerial photographs were obtained, the City will survey impervious areas. All information to be provided by the City will be delivered no later than August 1, 2016.

Other anomalies, such as questionable parcel boundaries, will be noted but not corrected due to the short turn-around time of this project.

- d. ***Master Account File.*** AMEC will create a master billing account file for delivery to the biller. The first task in the development of the master account file will be to determine the file structure. The file structure will be determined as a result of the meetings in Task 6.b. The expected delivery format as well as the number of stormwater utility-related fields will guide the formatting of the file. This step requires delivery of the records for all properties currently in the billing system that are inside the city limits of the City of Pekin.

Once the file structure has been established the master account file will be built from the billing system

file and the impervious surface file. The first step in this process will be an address matching exercise to insure that properties in the billing system will be assigned the appropriate number of stormwater billing units, to identify properties that may not have matches in the billing file and to identify properties that do not have existing accounts in the current billing system (stormwater only accounts). The end product will be the master billing account file for the stormwater utility in an agreed upon format that can be readily uploaded to the billing system.

AMEC Foster Wheeler will execute a procedure to screen the master account file for errors and eliminate such errors to the maximum extent practicable when the base master account file for the stormwater service charges is nearing initial completion. This will involve consultant and City staff working together so that the personnel who will be responsible for the system are familiar with the typical problems that are present. Limited field work may be performed under this task.

The consultant will then deliver the master billing account file to the City. Upon receipt of the master billing account file the City will perform an off-line load of the stormwater billing data and will print sample bills that will be checked for accuracy by the consultant.

AMEC Foster Wheeler will assist the City staff in preparing for the long-term maintenance of the master account file. One of the key steps in the process is accomplished by involving the staff throughout the initial preparation of the file. AMEC will develop and provide a flowchart on how to maintain the master account file including a description of the database methodology and processes that will trigger the need for updates to be made. The flowchart will also document the flow of information that will be necessary to keep the master account file current.

Deliverable Summary

The deliverables of the Billing Plan Implementation task will be:

1. ***Billing implementation action plan*** - a detailed plan for billing implementation
 2. ***Impervious surface database*** – impervious surface data and computed number of ERUs
 3. ***Suspect parcel list***- list of parcels where parcel boundaries were considered suspect
 4. ***Master Account File*** - digital file containing billing data in master account file format
 5. ***Maintenance memo*** - master account file and impervious surface database technical memo
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Name Role Rates (Line 68)		Project Staff								Labor	Expenses		Expenses	Total Cost
		DN Pr/PM \$190	AR QA \$210	JR Sr Eng \$155	HW Pro Sci \$120	MF Sr Tech \$90	EB Tech \$65	CM Clerical \$50	Total By Task	Direct \$1	Travel \$1	Total By Task	Cost By Task	
Task	Sub-task													
1.0 Project Management														
	1 General Administration	6	2	2	12			1	23					
	2 Kick-off Meeting	8							8			\$1,013		
	3 Staff Meetings	12			12				24			\$3,645		
	4 Final Report	12						3	15					
	5 Council / Public Meetings	16							16	780	180			
Task 1 Labor		54	2	2	24	0	0	4	86					
Task 1 Costs		\$10,260	\$420	\$310	\$2,880	\$0	\$0	\$200	\$14,070	\$960	\$4,658	\$6,179	\$20,249	
2.0 Program Update														
	1 Level of Service	10						1	11					
	2 Cost of Service	4						1	5					
	3 Rate Update	4					2	1	7					
Task 2 Labor		18	0	0	0	0	2	3	23					
Task 2 Costs		\$3,420	\$0	\$0	\$0	\$0	\$130	\$150	\$3,700	\$0	\$0	\$0	\$3,700	
3.0 Credit & Incentive Program														
	1 Policy development	12			8				20					
	2 Manual - Draft	12			20			1	33					
	3 Manual - Final	4			8			1	13					
Task 3 Labor		28	0	0	36	0	0	2	66					
Task 3 Costs		\$5,320	\$0	\$0	\$4,320	\$0	\$0	\$100	\$9,740	\$0	\$0	\$0	\$9,740	
4.0 Ordinance														
	1 Ordinance - Draft	6						1	7					
	2 Ordinance - Final	2							2					
Task 4 Labor		8	0	0	0	0	0	1	9					
Task 4 Costs		\$1,520	\$0	\$0	\$0	\$0	\$0	\$50	\$1,570	\$0	\$0	\$0	\$1,570	
5.0 Public Education & Outreach														
	1 Outreach Plan	2						1	3					
	2 Public Meetings	Included in Task 1							0					
	3 Key Ratepayer Meetings	20					10		30					
	4 Outreach Materials	4							4					
Task 5 Labor		26	0	0	0	0	10	1	37					
Task 5 Costs		\$4,940	\$0	\$0	\$0	\$0	\$650	\$50	\$5,640	\$0	\$0	\$0	\$5,640	
6.0 Billing Plan Implementation														
	1 Action Plan	4					4		8					
	2 Billing Coordination	4					4		8					
	3 Impervious Surface Database	4				4	50		58		495			
	4 Master Account File - Create	4				4	40		48					
	5 Master Account File - Deliver	4				4								