City of Pekin

REGULAR COUNCIL MEETING MONDAY, MAY 12, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
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 April 28, 2014.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Liquor Commission unapproved minutes dated April 24, 2014 and Mayor's Advisory Committee for Persons with Disabilities minutes dated March 13, 2014.		
7.2 Resolution No. 100-14/15 – Mayor's Annual Appointments – Committees, Boards, Commissions and Officers		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Peoria Area Convention and Business Bureau (PACVB) Update		
9.0 NEW BUSINESS		
9.1 Ordinance No. 2699-14/15 – Providing for the Issuance of General Obligation Bonds **DESCRIPTION:** Ordinance to sell bonds on behalf of the Pekin Public Library for the library renovation project. **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	JB	5

9.2 Ordinance No. 2700-14/15 – Amending Title 3, Chapter 3, Section 4, Subsection 5 of the Code of the City of Pekin 1995 Regarding Liquor Classifications and License Fees **DESCRIPTION:** Recommendation of the Liquor Commission to allow maximum 20 Class C one-day liquor licenses per year per licensee. **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	LB	5
9.3 Intergovernmental Contract of the Multi-County Enforcement Group (M.E.G.) **DESCRIPTION:** Agreement with Peoria Metropolitan Enforcement Group (P-MEG) to join forces and share costs in providing undercover narcotics enforcement. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	JW	2
9.4 Ordinance No. 2701-14/15 Authorizing Loan Agreement with Illinois Environmental Protective Agency **DESCRIPTION:** Agreement with the IEPA to secure low interest loans for the construction of the Phases 3 and 4 of the Wastewater Treatment Plant project that covers the CSO work in the City's Long Term Control Plan (LTCP). **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	JW	3
9.5 Amendment No. 1 to the Engineering Agreement with Hanson Professional Services for Front Street Traffic Study **DESCRIPTION:** Amendment to prepare the project development studies based on the findings from the initial study. The scope of services will provide the City with intersection designs studies, hydraulic studies and geometric studies. **ACTION:** Motion to approve the amendment in an amount not to exceed $364,800.00. **VOTE REQUIRED**	JW	3
9.6 Resolution No. 101-14/15 - IDOT Resolution for Maintenance of Streets and Highways for Municipality - Motor Fuel Tax Fund **DESCRIPTION:** Appropriating MFT funds in the amount of $250,000.00 for Phase 1 Engineering Front Street Traffic Study project provided by Hanson Professional Services. **ACTION:** Motion to adopt the resolution. **VOTE REQUIRED**	JW	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **10.1** Staff **10.2** Council **10.3** Five Minute Public Comments **10.4** Press Time		

11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (2.) Collective Bargaining and (1.) Personnel		
12.0 ADJOURN **No Vote Required**		

Column 1 Key:

JW Joseph Wuellner City Manager LB Laurie Barra Mayor
JB Jeff Brooks Library Director

Column 2 Key:

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

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, APRIL 28, 2014 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING

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

ABSENT: COUNCIL MEMBER MCCABE

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

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

AGENDA

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

MINUTES

Motion by Council Member Abel, seconded by Council Member Hendricks that the **minutes of the Regular City Council Meeting of April 14, 2014 be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Robert Bramham, 2108 Velde Drive, addressed the Council regarding the discussion of unrepresented City Employees pay increases, Wastewater Treatment Plant modular office, and a handicapped space at Rotary Park. Mr. Bramham stated wages were too high for employees. He felt the office was an unnecessary expense. Mr. Bramham's input on amending the traffic code for ADA assessable parking was that it was out time the space was designated.

Janet Nelms, 1604 Memorial Drive, addressed the Council regarding pay increases. Mrs. Nelms felt employees could not be living paycheck to paycheck from the salaries reported.

Sally Johnson, 1503 N. 13th Street, also addressed the Council regarding pay increases. She questioned where the City would get the money to pay increases. She felt employees were overpaid and wages should be frozen. Ms. Johnson stated that 48 hours was not sufficient time for the public to receive a copy of the Council Agenda.

Ann Witzig, 11501 Antioch Road Tremont, stated she agreed with most of the statements made previous to her. She felt performance was the key to pay increases.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Police Department March Report, Traffic Safety Committee Minutes April 4, 2014, Tazewell County Animal Control March Report	
7.2 Proclamations:	"Dragon Pride Week" April 27-May 3, 2014
"Comcast Cares" April 26, 2014	"Day of Action Preparedness" April 30, 2014
"National Youth Week" May 1 – May 7, 2013	"Motorcycle Awareness Month" May 2014
"Municipal Clerks Week" May 4-10, 2014	"AMBUCS Charity Auction Day" May 2, 2014
"Public Safety Month" May 2014	"National Travel and Tourism Week" May 3-11, 2014

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS
PEKIN HIGH SCHOOL ART PROJECT PRESENTATION BY HUMAN RIGHTS COMMITTEE
Community Development Director Pamela Anderson informed the Council that the HRC committee originally discussed a project to paint murals to detour graffiti in 2012 but focused changed with the contact made with Pekin Community High School Art Department students. She introduced Lynn Johnson, Melinda Figge, and Amy Psinus and the students responsible for the design and creation of the project entitled "Come Together." The art project was an effort to bring an increased public awareness on the City of Pekin's position respecting diversity, equality and human rights.

NEW BUSINESS
Motion by Council Member Golden, seconded by Council Member Abel that the **AGREEMENT WITH MIDWEST ENGINEERING, INC. in the amount of $11,000.00 for the preparation of plans and bidding documents for the reconstruction of two separate sections of Broadway Road be approved.** City Manager Joseph Wuellner informed the Council of 2 areas of Broadway Road, Veterans Drive and 8th and Court Streets, needed to be removed and replaced due to deterioration of the pavement and base failure. On roll call vote all present voted Aye.

<u>ORDINANCE No. 1462-A333-13/14</u>
AMENDING TITLE 8, CHAPTER 4, SECTION 3 F. OF THE TRAFFIC CODE
OF THE CITY OF PEKIN 1995
REGARDING HANDICAPPED SPACES

Motion by Council Member Hendricks, seconded by Council Member Gillespie that Ordinance No. 1462-A333-13/14 be adopted. The Traffic Safety Committee recommendation was presented to the Council. The designated handicapped stall would be on the north side of State Street just west of the driveway leading in front of the Rotary Park shelter on State. Discussion followed. Council Member Golden, referring to a 1992 and 2012 report regarding the driveway to the Pekin Park District's shelter, spoke of the service drive access being too steep. He questioned placing the parking space in a location to an inaccessible ramp. Council Member Golden was informed that the drive was not City of Pekin property. The City Manager would inform the Park District of the Council Member's concerns. On roll call vote, Ayes, Golden, Orrick, Abel, Hendricks, and Barra; Nay, Gillespie. Motion Carried.

Motion by Council Member Orrick, seconded by Council Member Abel that the **bid in the amount of $82,940.00 for the WASTEWATER TREATMENT PLANT MODULAR BUILDING be approved and the contract awarded to INNOVATIVE MODULAR SOLUTIONS, INC.** Council was asked to approve a sales agreement to allow for the manufacture and installation of a new office to replace the existing office damaged by last year's flood at the plant. The office would be relocated to the north side of the plant above the flood elevation. Council Member Golden presented several questions concerning details of the terms and conditions stated in the sales agreement. He expressed concerns on what defined "final" completion. He suggested making changes to the agreement. City to confirm that warranty begins when substantial completion is achieved. On roll call vote, all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Hendricks that the **bid in the amount of $90, 117.00 for the SERVICE AGREEMENT to provide collection and assessment of traffic signs and street infrastructure be approved and the contract awarded to CARTEGRAPH SYSTEMS, INC.** The Council was advised that the agreement would provide services to collect street level panoramic imagery and create geo-referenced database of regulatory street signs. The collected data and software license would allow the City to update existing data bases such as lights, catch basins, hydrants and other assets. On roll call vote, all present voted Aye.

DISCUSSION PAY INCREASE OF 1.8% FOR UNREPRESENTED CITY EMPLOYEES based on performance evaluation. Council Member Orrick presented his request to discuss pay increases. He stated he was aware that 3% had been budgeted for all employees and knew the City was contractual responsible to pay the terms of union agreements. He noted sales taxes were decreasing and expenses increasing. He recommended that next fall the Council begin discussing a decrease in the budget preparation of salaries for unrepresented employees. He suggested CPI or 3% whichever was less. Council Member Golden favored 0% and all salaries be performance based. Council Member Gillespie was not supportive of the suggestions. He felt while most employees had union protection of salaries, punishing the few unrepresented employees with lesser amounts destroys morale. He also felt all evaluations were subjective. Council Member Gillespie recommended talks begin at the union level not balancing a budget on the backs of non-union employees. Council Member Hendricks stated he agreed with Council Member Orrick. Mayor Barra did not favor merit pay. In summary she stated discussion would continue in the fall as requested.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
City Manager Joseph Wuellner reported back to Council that through the City' Community Development Block Grant Program (CDBG) the City invested $860,000.00 in completed projects for sidewalks and ramps. Council Member Golden questioned addressing his additional concern why all state route intersections were not code compliant.

City Engineer Michael Guerra advised the Council that closure of VFW Road from 5th to the railroad tracks was postponed until further notice due to forecasted wet weather and railroad permit delays. The contractor would continue earthwork on the storm retention area near Route 29 and installing storm lines.

Council Member Golden brought to staff's attention a complaint he had received from a citizen with concerns that Tazewell County Animal Control did not always answer their phones and when reached was told to try to catch the dog running at large. Mayor Barra responded that the complaint would be looked into.

On behalf of the City Council, Mayor Barra expressed condolences to David Hess in the loss of his wife. She also extended a hello to Bill Martin at the John Evens facility.

The follow public members addressed the Council:
Janet Nelms, 1604 Memorial Drive, spoke in disapproval of some Council Members and the City Manager not being able to answer questions asked by the Council.
Sally Johnson, 1503 N. 13th Street, expressed concern that the Council agendas were not available to the public soon enough for the public to research the information. City Clerk Sue McMillan reiterated that the Council receives the draft agenda 10 days prior to the meetings and the final agenda and meeting documents were available to the public 5 days prior to the meetings.
Ron Hawkins, Cincinnati Township Road Commission, stated the township and City have had great cooperation through the years. He expressed his concern that damage to Red Shale Hill Road was mostly the result of excess traffic due to closure of VFW Road, extending the closure into winter, and truck traffic not using the correct detour. Mayor Barra assured Mr. Hawkins that the City would meet to discuss the concerns. Mr. Hawkins extended an invitation to the Council Members to attend the Chamber of Commerce Transportation Committee Meetings.
Robert Bramham, 2108 Velde Drive, expressed his opinion on the warranty for the purchase of the modular office. He felt the Council rubber stamped all wages.
Ann Witzig, 1501 Antioch Road Tremont, stated when questions were asked staff should know the answers.

EXECUTIVE SESSION
Motion by Council Member Gillespie, seconded by Council Member Orrick that the Council move to Executive Session at 7:00 p.m. to discuss 65 ILCS 120/2 (c) (2.) Collective Bargaining and (6.) Lease of Municipally Owned Property and (1.) Personnel be approved. On roll call vote, all present voted Aye.

No further business to come before the Council, motion by Council Member Gillespie, seconded by Council Member Orrick that Council adjourn. Motion carried voice vote. Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 7:35 P.M.

Sue E. McMillan

LIQUOR COMMISSION MINUTES
THURSDAY, APRIL 24, 2014
4:00 P.M.
CITY HALL COUNCIL CHAMBERS

Liquor Commissioner Barra called the meeting to order at 4:05 p.m.

PLEDGE of ALLEGIANCE led by Liquor Commission Member Dale Vonderheide

ROLL CALL
The following members were present for roll call: Liquor Commissioner Laurie Barra, Fire Chief Kurt Nelson, Police Chief Greg Nelson, Liquor Commission Member Buster Hanley and Liquor Commission Member Dale Vonderheide, and Deputy Liquor Commissioner Rick VonRohr

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA
Motion made by Fire Chief Kurt Nelson to approve the Agenda for April 24, 2014, seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF MINUTES
Motion made by Liquor Commission Member Dale Vonderheide to approve the Liquor Commission Minutes of February 27, 2014, seconded by Liquor Commissioner Laurie Barra. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS
Kathy & Terryl Brawner – Rhythm & Brews – 513 Court Street
Kathy informed the Liquor Commission that they are in the process of buying the building two doors up (the old Jones Brothers building) at 519 Court Street. She is asking the Commission if they can get a break on the liquor licenses since it may be a few months before they can get into the new building. Kathy is looking at least 3-4 months at the 513 address. She understands renewals are due April 30th. Kathy is asking if they can prorate her current liquor license for that 3-4 months and then she will get her new license for 519 Court Street. She thanked the Liquor Commission and appreciates any help they can give in prorating the fees.

Discussion: Deputy Liquor Commissioner Rick VonRohr asked if they were renewing their current liquor license by April 30, 3014 and then submit new application for the 519 Court Street location. Kathy Brawner stated yes. Liquor Commissioner Barra asked if this was the same owners and same business if the liquor license could be transferrable. Attorney Sue Bosich stated no, you can't transfer a liquor license from one location to another, but does not mean you can't prorate the fees. You would only prorate after the fact, not before because you don't know how long the business will be there. The Liquor Commission would discuss this and VonRohr will let her know VonRohr thought something could be worked out.

NEW BUSINESS
Discussion: Number of Special Events One Day Liquor Licenses applications that are allowed per licensee:
Diane Gresham with Sunset Hills Golf Club and Mashies submitted a request for an additional beer garden, and now has changed her mind on that. She feels that would restrict the use of having the events since you can not

have a band. She is asking the Liquor Commission for a maximum number of One Day Liquor Licenses for her establishment. She said so far this year they close to the 12 licenses that are required. They are holding more weddings, fundraisers, and charitable events. She is asking to change the amount required to 20 or 25 One Day Liquor Licenses. They only use that area for the special events. The months would be April thru September. Right now they have filled their 12 One Day Liquor License events. Asking the Commission to allow up to 18 single day licenses and perhaps having a maximum amount. Ms. Gresham also asked if they could get one license for the Best Ball Tournaments instead of 3 for the 3-day event.

Discussion: VonRohr asked if this was a State law for the maximum of 12 One Day Special Event Liquor Licenses. Attorney Bosich stated no, this is not, but it would require a change in our Liquor Code. Police Chief Greg Nelson asked what would they think would be a maximum amount. Ms. Gresham thought they would be able to handle 1 per weekend at the max. Liquor Commission is in agreement to change the Liquor Code to accommodate the number of One Day Liquor Licenses. Commission Member Hanley asked if we could make an exception case by case or would it require to make a change in the Code. Attorney Bosich said it would be better to just change the code. Commission Member Hanley asked if there were any concerns with the neighborhood on past events. Police Chief Greg Nelson stated there were a few houses nearby, but very few. Ms. Gresham stated they are changing the way the bands speakers facing the building, so this should alleviate the problem. Liquor Commissioner Barra does not seen the harm in upping the amount of One Day Liquor Licenses to be issued. Police Chief Greg Nelson each licenses still has to be approved by him and the Liquor Commissioner, so does not see a problem with it having a maximum amount. VonRohr see's the number at 20 One Day licenses a year. This will go in front of Council in May, not sure if first meeting or second meeting in May.

Motion made by Police Chief Greg Nelson to change the Liquor Code to increase the maximum of 20 - One Day Liquor Licenses, Seconded by Liquor Commissioner Laurie Barra. On roll call vote all present voted Aye. Motion carried.

New Application: SOILL Restaurant Systems, LLC dba Dotty's – Dean F. Jansen – 1641 Broadway

Discussion: Attorney Bosich asked Dean Jansen if they had a manager yet? Mr. Jansen stated not yet and that he planned on getting one when they are closer to opening. Attorney Bosich asked if he knew when they hired a manager that they would need to come in and get a background check done. Mr. Jansen stated it may take up to six months to get the building ready to be opened. They will hire 2-3 months before opening. Deputy Liquor Commissioner stated this would be a contingent license. Attorney Bosich asked if they have made any other applications for liquor licenses. Mr. Jensen stated yes, they just applied for four in Springfield. He will get a copy of all applications made to the City Clerk. Mr. Jensen asked what the Liquor Commission will give him today so he can apply for the State Gaming license. Will we be able to get something from the City Clerk so we can apply to the State Gaming Board. Attorney Bosich stated it will be a contingent license, she does not know if they will accept that or not.

Motion made by Fire Chief Kurt Nelson to approve the liquor license of SOILL Restaurant Systems, LLC dba Dotty's, 1641 Broadway, Pekin, IL contingent upon final walk-thru's, inspections and final liquor license. Seconded by Liquor Commission Member Dale Vonderheide. On roll call vote all present voted Aye. Motion carried.

New Application: Hat Trick's Sports Bar, LLC – Mark Garrett – 1412 N. 8th Street
Mark Garrett brought in a new lease that begins May 1st, between him and Kanin Associates. Mr. Garrett needs a land line phone and also supply the City Clerk with a DBA (Doing business as).

Discussion: Attorney Bosich stated that Mr. Garrett needs to fill in the application where it asks DBA (doing business as), and what type of business this will be. Mr. Garrett stated it will be an entertainment sports bar with food. He also needs a phone number listed, a land-line. This will all need to be provided before a license is issued. He also stated the business will not open until 3:00pm. Once Mr. Garrett gets the phone in, he is to call VonRohr.

Liquor Commission Member Buster Hanley made a motion to approve Hat Trick's Sports Bar, LLC, a City of Pekin Liquor License, contingent upon completing the Liquor application and subject all final inspections with Police, Fire and Inspections Departments, seconded by Police Chief Greg Nelson. On roll call vote all present voted Aye. Motion carried.

New Application: JM Kreiling, Incorporated dba Ace Liquors – 14 N. 5th and 1025 Derby Jason Kreiling

Discussion: No discussion

Fire Chief Kurt Nelson made a motion to approve JM Kreiling, Incorporated dba Ace Liquors a City of Pekin Liquor License, contingent upon signed leases on both locations and final inspections with Police, Fire and Inspections Departments. Seconded by Liquor Commissioner Laurie Barra. On roll call vote all present voted Aye. Motion carried.

Beer Garden – Sunset Lanes – James Keith – 3000 Court Street
James Keith was not present at today's Liquor Commission Meeting.

Discussion: Commission looking at site plan. VonRohr needs more information on the site plan.

Liquor Commissioner Laurie Barra made a motion to table discussion of the Sunset Lanes Beer garden application until the May 22, 2014 Liquor Commission meeting, seconded by Liquor Commission Member Buster Hanley. On roll call vote all present voted Aye. Motion carried.

Discussion: Jac's Doghouse – Aaron Rogers
Attorney Bosich stated that on February 10th, 2014 there was an occurrence/bar fight at Jac's Doghouse and determined with serious injuries. One of the owners and bartender were on duty and did not call and report the fight. They are in violation of Section 3-3-8 of the Liquor Code. Attorney Bosich stated that Mr. Rogers has plead guilty, but would like to address the Liquor Commission.

Mr. Rogers informed the Liquor Commission that he was out of town on this date, but has called in all bartenders for a meeting to explain to them they need to call police on every occurrence that happens in the bar. He asked the Commission if the fine could be lowered if at all possible.

Discussion: Liquor Commission feels this is a very serious offense and the liquor licensee's need to understand just how serious of a violation this is. The Liquor Commission established fee's for first offense at $500.00. Liquor Commission is not in favor of lowering fee's on violations to the Liquor Code.

Fire Chief Kurt Nelson made a motion to accept Jac's Doghouse guilty plea and fine them $500.00 plus cost. Seconded by Liquor Commissioner Laurie Barra. On roll call all voted Aye. Motion carried.

2% Food and Beverage Tax late returns
Vicki Bass emailed late returns to the Liquor Commission on April 24, 2014.

Attorney Bosich was instructed to draw up a complaint on Sweeny's Pint for being late for Feb. and March 2% Food and Beverage tax. The City's 2% Food and Beverage tax is due on or before the 20th of each month.

ANY OTHER BUSINESS
Police Chief Greg Nelson endorses and supports that bartenders not be intoxicated while on duty. If blow a 0.4 they would be in violation. There have been problems in the past where the bartenders were intoxicated and did not call in a fight or could not give any information to the Police.

Liquor Commission instructed Attorney Bosich to draw up a "Sober Server Ordinance" and submit to the next Liquor Commission meeting for review.

Fire Chief Kurt Nelson informed the Commission that Mashie's has a broken gate at their Beer Garden. They were informed this needs to be fixed – gate needs to be exit only.

Deputy Liquor Commissioner Rick VonRohr made a motion to adjourn, seconded by Liquor Commission Member Dale Vonderheide, meeting adjourned at 4:50 P.M.

Next Meeting will be Thursday, May 22, 2014 at 4:00 P.M.
Respectfully submitted, Paula Gensel

City of Pekin
Mayor's Advisory Committee for People with Disabilities
Minutes
March 13, 2014; 4:00 pm

Present: Roy Davis, Perry martin, James Kolzow, Mike Williamson and Pamela Anderson

I. Welcome and introductions

II. Approval of minutes (October) no quorum

III. Old business

   A. Update on ADA sidewalk project [2012 ($87,740.98) & 2013 ($68,078.43)] $207,317.41 total; to date $165,556.26 expended

   B. Public Speaking (continued discussion) – speak with Lions Club, Rotarians and Kiwanis to see when their schedules would permit a presentation from the committee and schedule (P. Anderson)

IV. New business

   A. Wellness day at Pekin High School – discussion concerning planned activities and who is able to attend

   B. New law concerning ADA placards – handout was provided from training attended

   C. City of Peoria ADA Committee meeting – would like Pekin to host, possible in the fall, planned agenda (share initiatives, partner with, priorities, share process)

V. Correspondence / around the table – fix front sidewalk for City Hall

VI. Adjourn

RESOLUTION NO. 100-14/15

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the respective offices and for a term set opposite their names to the first Monday in May, unless otherwise specified.

AIRPORT	Donald Barth	3 year term
	Stephen Huey	term to 2016
ECONOMIC DEVELOPMENT		3 year term
ADVISORY COMMITTEE	John Fordham	
	Carol Shields	
	Frank Mackaman	
	Bob J. Haley	
	Dennis Kief	
ELECTRICAL COMMISSION		1 year term
Electrical Inspector	Mark Reeder	
Fire Inspector	Kurt Nelson	
General Contractor	Ed Ghelardini	
Reg. Prof. Elec. Engineer	Gene Lindholm	
Electrical Contractor	Brian Erps	
Electric Utility Rep.	Mike Fisher	
Journeyman Electrician	Harold Lard	
FIRE AND POLICE COMMISSION	Michael Franks	3 year term
HUMAN RIGHTS COMMITTEE		3 year term
	Lynn Johnson	
	Roger Goodson	
	Michele Moul	
MAYOR'S ADVISORY COMMITTEE		3 year term
PERSONS WITH DISABILITIES	James Kolzow	
	Libby Holbrook	
	Christopher Meskiman	
TRAFFIC SAFETY COMMITTEE	Ronald Mayeur	1 year term

TOURISM CONVENTION AND VISITORS COMMITTEE — 2 year term

Lelonie Luft
Charlotte Jibben
Darin Girdler
Leigh Ann Brown
Emily Lambe

LIBRARY BOARD		3 year term to June 30, 2017
	Carrie Allen	
	Vickie Koch	
	Leslie Leitner	
PEKIN PLANNING COMMISSION		3 year term to May 15, 2017
	Daryl Dagit	
	James Ruth	
	Steve Thompson	
	Chris Deverman	term to May 15, 2015
ZONING BOARD OF APPEALS		3 year term to May 31, 2017
	Kim D. Joesting	
	Barry McGinnis	
	Greg Henderson	term to May 31, 2015
POLICE PENSION BOARD		
	Leslie Weyhrich	2nd Tuesday in May, 2016
LIQUOR COMMISSION		2 year term to April 30, 2016
	Dale Vonderheide	
	D. Neal "Buster" Hanley II	

FIRE PENSION BOARD

Kurt Nelson	3rd Monday in April 2016

BE IT FURTHER RESOLVED that the Council of the City of Pekin, Illinois reaffirms the appointments of the following named persons until such time as their successors shall be named.

CITY CLERK	Sue E. McMillan
CITY TREASURER	James S. Wolf

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 12th of May 2014.

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Mayor Laurie L. Barra

ATTEST:

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City Clerk Sue E. McMillan

Jeff Brooks • Director

301 South 4th Street • Pekin, IL 61554 • phone: (309) 347-7111 • fax: (309) 347-6587 • e-mail: jbrooks@pekinpubliclibrary.org

Date: May 6, 2014
To: Pekin City Mayor and Council Members
RE: Council Action on Bond for Library Renovation Project on May 12th

Thank you for the opportunity to bring this very important project for the citizens of Pekin before you for action.

The Financing

Council will be asked on May 12th to sell bonds on behalf of the Pekin Public Library for the project plus the cost of bond issuance for an amount not to exceed $6 million. This is a $6 million construction project, with $400,000 paid for out of library reserves.

The Background

In the late 1990's the Library Board of Trustees conducted a study of the facility and identified enough issues that warranted the hiring of an architect. Plans developed in 1998 involved a significant expansion around the existing Dirksen Center space. While the plans did not rise to Council level, the property to the south was purchased in 1999 in anticipation of future parking needs.

The library acquired the Dirksen Center wing in 2002 with the library paying $310,000 in 2002 and the City contributing the final $310,000 installment in 2008.

New plans were drafted in 2004 incorporating the former Dirksen space. City leaders at the time determined that then was not right to build, but instead the project was placed on the City's capital plan for FY2010.

In 2008, plans were updated and the project cost was $9.6 million. The economic recession forced the project to be postponed another five years on the capital plan.

Since 2005 the library has spent close to $1 million in public, private, and grant funds to update various public spaces and building systems.

In 2013 the library selected a new architect, and after hearing presentation in October and November, the City Council voted in support of the library moving forward into the schematic design phase of the project. The report was completed by late February 2014, and presented to the Council at the March 24th meeting.

The Timing

This is the time to build because:

- Borrowing rates are still low which means we would save thousands for the taxpayers. The difference between a 4% bond and a 5% bond is almost $40,000 a year in repayment and interest costs. That's about $750,000 over 20 years that we can save by selling the bonds at the lower rate.
- Contractors are offering very competitive bids still, and that means even more savings. Though already scaled back from 2008, this project will never be as low to fund as it is today. To wait another five years or even just one year will either add dramatically to the cost, or we would have to make further reductions to the scope of the project. Also, interest rates will very likely be higher on municipal bonds, which only further reduces that "bang" that we can get on our buck today.

Jeff Brooks • Director

301 South 4th Street • Pekin, IL 61554 • phone: (309) 347-7111 • fax: (309) 347-6587 • e-mail: jbrooks@pekinpubliclibrary.org

- The library is prepared to lower its levy by about $70,000 that was previous designated for smaller capital projects so that we can use the difference to offset a good portion of the levy increase for bond repayment.
- Using private funds, the library will be able to contribute $400,000 to the cost to the project--a project that has been reduced in scope 40% from the 2008 estimated $9.6 million to $6 million.
- To comply with Americans with Disability Act and also to simply safely use the facilities, we will need to make some costly improvements. By doing those improvements at this time, we'll actually save money.

Not only are we doing this project to improve access and safety to the building, to provide better services for children, to update the public spaces, and lower maintenance costs, but the library board and the council also have a fiscal responsibility for taking advantage of the current climate for future taxpayers as well.

The Impact

According to the 2010 US Census, the median value of an owner-occupied home in Pekin is $99,400. On a $100,000 home, we estimate only about $27 more in library taxes a year if the EAV stays the same. For the once per year cost of a pizza delivery for a family of four, that family and many others can enjoy an exciting new library for years to come. The May 12th vote will not impact taxpayers until the summer of 2015, at which time most of the newly renovated space will be accessible to the public to. The additional levy for bonds can be separated onto its own line on a taxpayer's tax bill. When the bonds are paid off, the bond repayment expense will be removed from the levy and taxes will go down.

MINUTES of a regular public meeting of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, held at the City Hall, in said City at 5:30 o'clock P.M., on the 12th day of May, 2014.

*   *   *

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, Laurie Barra, the Mayor, and the following City Council members answered present: ____.

The following City Council members were absent: ______________________________.

*   *   *

(Other Business)

The City Council then discussed a proposal to issue certain general obligation bonds of the City to finance the construction of improvements to the library, and then considered the adoption of an ordinance providing for the issuance of such general obligation bonds for such purpose and the levy of a direct annual tax sufficient to pay the principal of and interest on such general obligation bonds.

Whereupon the City Clerk presented an ordinance as follows:

ORDINANCE NUMBER ____-5/12

AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2014, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed $6,000,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

*   *   *

WHEREAS, the City of Pekin, Tazewell and Peoria Counties, Illinois (the *"City"*), has a population of more than 25,000, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the *"Constitution"*), the City is a home rule unit of government and, as such, may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of Section 6(a) of the Constitution, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within forty (40) years from the time it is incurred without prior referendum approval; and

WHEREAS, the City Council of the City (the *"Corporate Authorities"*) have not adopted any ordinance or resolution establishing procedures to be followed in the borrowing of money for public corporate purposes of the City and issuing full faith and credit bonds of the City without referendum approval; and

WHEREAS, the Corporate Authorities have heretofore determined that it is necessary and in the best interests of the City to pay the costs of the construction of improvements to the library (collectively, the *"Project"*), all in accordance with preliminary plans and specifications prepared by and on file with the City engineers; and

WHEREAS, the estimated cost to the City of the Project is not less than the sum of $6,000,000 and estimated investment earnings; and

WHEREAS, there are insufficient funds of the City on hand and lawfully available to pay such costs of the Project; and

WHEREAS, all or a portion of the expenditures relating to the Project and to be made from the proceeds of the Bonds (the *"Expenditures"*) (i) have been paid within the sixty (60) days prior to the date of the adoption of this ordinance, or (ii) will be paid on or after the adoption of this ordinance, which Expenditures the Issuer reasonably expects to reimburse itself or pay for the Expenditures with the proceeds of the Bonds; and

WHEREAS, the Corporate Authorities hereby find and determine that it is necessary for the welfare of the government and affairs of the City, is a proper public purpose and is in the public interest of the City that a sum not to exceed $6,000,000 be borrowed at this time to finance the costs of the construction of the Project and the costs of issuing such bonds, and in evidence of such indebtedness, full faith and credit bonds of the City in an aggregate principal amount not to exceed $6,000,000 be issued;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are full, true and correct and do incorporate them into this ordinance by this reference.

Section 2. Determination to Issue Bonds. The Corporate Authorities hereby determine that it is necessary and in the best interests of the City to construct the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. The Corporate Authorities hereby find and determine that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes, and is in the public interest, and these findings and determinations shall be deemed conclusive. The Corporate Authorities hereby find and determine that the City is authorized to issue its general obligation bonds to an aggregate principal amount not to exceed $6,000,000 for the purpose of financing the costs of the construction of the Project and the costs of issuing such general obligation bonds. The Issuer reasonably expects to reimburse or pay the Expenditures with a portion of the proceeds of the Bonds.

Section 3. Bond Details. There shall be borrowed on the credit of and for and on behalf of the City a sum not to exceed $6,000,000 for the payment of the cost of financing the costs of the construction of the Project and the costs of issuing such general obligation bonds, and general obligation bonds of the City (the *"Bonds"*) shall be issued in said amount and shall be designated "General Obligation Bonds, Series 2014." The Bonds shall be dated the date of issuance, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $5,000 each or integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be lettered R and numbered 1 and upward consecutively in such manner as shall be determined by the Bond Registrar (as hereinafter defined), and shall become due and payable serially on December 1 of each of the years (or such other date or dates set forth in the Bond Order, as hereinafter defined), but not later than December 1, 2035, and in the principal amounts, and shall bear interest at such rate or rates not to exceed five percent (5%) *per annum*, as set forth in the Bond Order, but not in excess of $6,000,000 in aggregate principal amount.

Subsequent to the sale of the Bonds, the Mayor of the City shall file in the office of the City Clerk of the City a Bond Order directed to the Corporate Authorities (the *"Bond Order"*), setting forth the terms of sale, the aggregate principal amount of Bonds sold, the aggregate principal amount of the Bonds maturing each year, the interest rate or rates to be borne by the Bonds sold, the date or dates on which principal and interest will be paid, the redemption (including mandatory sinking fund redemption) provisions of the Bonds, if any, and such other details of the Bonds, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner set forth herein and delivered to the Purchaser in accordance with the terms of sale. The City deems it proper to delegate to the Mayor of the City the power to approve any and all changes as he or she shall, on behalf of the City, determine, subject to the limitations of this Ordinance.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on June 1, 2015, unless otherwise provided in the Bond Order. Interest on each Bond shall be paid by check or draft of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as bond registrar and paying agent (the *"Bond Registrar"*), payable in lawful money of the United States of America to the person in whose name such Bond is registered at the close of business on the fifteenth day of the calendar month immediately prior to the applicable interest payment date. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender at the designated corporate trust office of the Bond Registrar or at a successor Bond Registrar. Notwithstanding the foregoing, the principal of and premium, if any, and interest on any Bond shall be payable by wire transfer in immediately available funds to such wire transfer address within the continental United States of America as shall be requested by any owner of all of the outstanding Bonds or any owner of Bonds in an aggregate principal amount of at least $1,000,000, if such owner shall have requested payment by such method in writing, and shall have provided the Bond Registrar with an account number and other necessary information for such purpose by the fifteenth day of the calendar month immediately preceding the applicable payment date; *provided,* that the payment of the principal of and premium, if any, on each Bond shall be made only upon presentation and surrender of such Bond at the designated corporate trust office of the Bond Registrar.

The official seal of the City shall be affixed to or a facsimile thereof printed on each of the Bonds, and the Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor of the City, and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the City for the Bonds and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this ordinance.

Section 4. Registration of Bonds; Persons Treated as Owners; Book Entry System. The City shall cause books (the *"Bond Register"*) for the registration and for the transfer of the

Bonds as provided in this ordinance to be kept at the designated corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series, maturity and interest rate of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series, maturity and interest rate of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* that the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the fifteenth day of the calendar month immediately prior to any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

The City may enter into an agreement with a securities depository registered under Section 17A of the Securities Exchange Act of 1934, as amended (the *"Securities Depository"*), which is the record owner of the Bonds, to establish procedures with respect to the Bonds owned by such Securities Depository. The Mayor and the City Clerk of the City are each authorized to execute and deliver any such agreement with such Securities Depository.

Section 5. Redemption Prior to Maturity. Unless otherwise provided in the Bond Order, the Bonds maturing on and after December 1, 2025, shall be subject to redemption prior to maturity at the option of the City on December 1, 2024, or on any date thereafter, as a whole or in part, and if in part in any order of maturity specified by the City (less than all of the Bonds of a single maturity to be selected by lot by the Bond Registrar), at a redemption price of 100% of the principal thereof being redeemed, plus accrued interest to the date fixed for redemption.

(b) *Mandatory Sinking Fund Redemption*. The Bonds may be subject to mandatory sinking fund redemption in part by lot in such manner as shall be designated by the Bond Registrar, on December 1 of the years (or such other date as set forth in the Bond Order) and in the principal amounts, at a redemption price of 100% of the principal amount thereof being redeemed (unless any such principal amount shall have been reduced as provided below by reason of the earlier redemption of such Bonds), as set forth in the Bond Order. If the Bonds maturing on any such date shall have been called for redemption in part from a source other than from a mandatory sinking fund installment, then the amount of the remaining annual sinking fund installments (including the final maturity amount) shall be reduced in such order as shall be specified by the City.

(c) *Other Redemption Provisions*. The Bonds may otherwise be subject to optional and mandatory redemption prior to maturity, including without limitation mandatory sinking fund redemption, as provided in the Bond Order.

(d) *Partial Redemptions*. The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to the date fixed for redemption (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such date fixed for redemption and of the principal amount of the Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than sixty (60) days prior to the date fixed for redemption by the Bond Registrar, from the outstanding Bonds by lot by providing for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

(e) *Redemption Procedure.* Unless waived by any owner of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the

City by mailing the redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(1) the date fixed for redemption,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) a statement that on the date fixed for redemption the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Bond Registrar.

Prior to any date fixed for redemption, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. With respect to an optional redemption of the Bonds, unless moneys sufficient to pay the principal of and interest on the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem the

Bonds or portion thereof, and the Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and the Bonds or portion thereof will not be redeemed.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner, shall affect the sufficiency of such notice with respect to other Bonds. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the date fixed for redemption shall be payable as herein provided for the payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the date fixed for redemption at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar, and shall not be reissued.

In addition to the redemption notice required above, if the Bonds are owned by more than one (1) person or entity, further notice of redemption (the *"Additional Redemption Notice"*) shall be given by the Bond Registrar as set forth below, but no defect in the Additional Redemption Notice nor any failure to give all or any portion of the Additional Redemption Notice shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed above.

Each Additional Redemption Notice given hereunder shall contain the information required above, plus (i) the date such notice required above has been or will be mailed; (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least thirty (30) days before the date fixed for redemption by legible facsimile transmission, registered or certified mail (postage prepaid) or overnight delivery service to The Depository Trust Company of New York, New York, and to at least two (2) national information services that disseminate notices of redemption of obligations such as the Bonds.

Each Additional Redemption Notice may be published at least one (1) time in a financial newspaper or journal which regularly carries notices of redemption of obligations similar to the Bonds and which is likely to reach a substantial number of the owners of the Bonds, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

In addition to the foregoing notices, further notice shall be given by the Bond Registrar as may be required by pertinent rules pertaining to securities depositories or the regulation thereof, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Section 6. *Form of Bond*. The Bonds shall be prepared in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] of the following form of Bond and the legend, "See Reverse Side for Additional Provisions," shall be omitted from the form of Bond and paragraphs [6] through [11] of the following form of Bond shall be inserted immediately after paragraph [1] of the following form of Bond:

(Form of Bond - Front Side)

REGISTERED
NO. R-____

REGISTERED
$_________

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF TAZEWELL AND PEORIA

CITY OF PEKIN

GENERAL OBLIGATION BOND, SERIES 2014

See Reverse Side for
Additional Provisions

Interest Rate: ___%	Maturity Date: December 1, ____	Dated Date: ___________, 2014	CUSIP NO. ____

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Pekin, Tazewell and Peoria Counties, Illinois, a municipality and a home rule unit of government organized and existing under the Constitution and the laws of the State of Illinois (the *"City"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, except to the extent that the provisions hereof relating to redemption prior to maturity may be and become applicable hereto, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on June 1 and December 1 of each year, commencing on June 1, 2015, until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust

Company, N.A., St. Louis, Missouri, as bond registrar and paying agent (the *"Bond Registrar"*). The payment of interest hereon shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the fifteenth day of the calendar month immediately prior to the applicable interest payment date, and shall be paid by check or draft of the Bond Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar; *provided, however,* that the principal of, premium, if any, and interest on this Bond are payable by wire transfer to any owner of all of the outstanding Bonds (as hereinafter defined) or any owner of Bonds in an aggregate principal amount of at least $1,000,000, if such owner shall have requested payment by such method in writing, and shall have provided the Paying Agent with an account number and other necessary information for such purpose on or before the fifteenth day of the calendar month immediately preceding the applicable payment date; *provided, further,* that the payment of the principal of and premium, if any, on this Bond shall be made only upon presentation and surrender of this Bond at the designated corporate trust office of the Paying Agent. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not

exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the City of Pekin, Tazewell and Peoria Counties, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and this Bond to be signed by the duly authorized manual or facsimile signature of the Mayor of the City, and attested by the duly authorized manual or facsimile signature of the City Clerk of the City, all as of the Dated Date identified above.

____
Mayor

(SEAL)

Attest:

____
City Clerk

Date of Authentication: _______________, _____

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds, Series 2014, of the City of Pekin, Tazewell and Peoria Counties, Illinois.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Bond Registrar

By: ________________________________
Authorized Officer

Bond Registrar and Paying Agent:
The Bank of New York Mellon Trust Company, N.A.,
St. Louis, Missouri

[Form of Bond - Reverse Side]

City of Pekin

Tazewell and Peoria Counties, Illinois

General Obligation Bond, Series 2014

[6] This Bond is one of a series of bonds issued by the City in the aggregate principal amount of $___________ (the *"Bonds"*) for the purpose of financing the costs of the construction of improvements to the library and the costs of issuing the Bonds, pursuant to and in all respects in compliance with the applicable provisions of Section 6 of Article VII of the Constitution of the State of Illinois, and in compliance with an ordinance which has been duly adopted by the City Council of the City on May 12, 2014, approved by the Mayor of the City, pursuant to the home rule powers of the City (the *"Bond Ordinance"*), in all respects as by law required.

[7] The Bonds of the issue of which this Bond is one maturing on December 1, 20__, are subject to redemption prior to maturity at the option of the City on December 1, 20__, or on any date thereafter, as a whole or in part, and if in part or in such order of maturity as shall be specified by the City (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), at a redemption price of 100% of the principal thereof being redeemed, plus accrued interest to the date fixed for redemption.

[8] Unless waived by the registered owner of Bonds to be redeemed, notice of any such redemption shall be sent by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Such notice of redemption may be conditional as provided in the Bond Ordinance. Neither the failure to mail such redemption notice, nor any defect in any notice so

mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in such notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. When so called for redemption, this Bond will cease to bear interest on the specified date fixed for redemption, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same series, maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange for this Bond.

[10] The Bonds are issued in fully registered form in the denomination of $5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same series, maturity and interest rate of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the fifteenth day of the calendar month immediately prior to any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for

redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[11] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

* * *

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-	as tenants in common	UNIF GIFT/TRANS MIN ACT- _________Custodian _________ (Cust) (Minor)
TEN ENT-	as tenants by the entirety	under Uniform Gifts/Transfers to Minors
JT TEN-	as joint tenants with right of survivorship and not as tenants in common	Act_______________________________ (State)

Additional abbreviations may also be used though not listed above.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint ______________________ ,

attorney, to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ____________________ ________________________________

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed: ____

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other “signature guaranty program” as may be determined by the Trustee in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 7. *Sale of Bonds*. The Bonds hereby authorized shall be executed as in this ordinance provided as soon after the passage hereof as may be, and thereupon, be deposited with the Treasurer of the City, and be by said Treasurer delivered to Bernardi Securities, Inc., Chicago, Illinois (the *"Purchaser"*), upon receipt of a purchase price of not less than ninety-seven percent (97%) of the principal amount thereof (as set forth in the Bond Order), plus accrued interest, if any. The contract for the purchase of the Bonds heretofore presented to the Corporate Authorities is hereby authorized, approved and confirmed, it being hereby found and determined that said contract is in the best interests of the City, and that no person holding an office of the City either by election or appointment is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bonds. The Mayor, the City Clerk and the City Treasurer of the City are hereby authorized to execute such contract.

The Preliminary Official Statement of the City relating to the Bonds, heretofore presented to the Corporate Authorities is hereby approved. The form of the Official Statement of the City relating to the Bonds (the *"Official Statement"*), in substantially the same form of the Preliminary Official Statement, is hereby approved, and the Purchaser is hereby authorized on behalf of the City to distribute copies of the Official Statement to the ultimate purchasers of the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current condition of the City.

The Mayor, the City Clerk and the City Treasurer of the City are each hereby authorized to execute and deliver the Official Statement on behalf of the City.

Section 8. *Tax Levy*. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the City a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the City, the following direct annual tax, to-wit:

FOR THE YEAR	TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2014	$450,000	for principal and interest up to and including June 1, 2016
2015	450,000	for principal and interest
2016	450,000	for principal and interest
2017	450,000	for principal and interest
2018	450,000	for principal and interest
2019	450,000	for principal and interest
2020	450,000	for principal and interest
2021	450,000	for principal and interest
2022	450,000	for principal and interest
2023	450,000	for principal and interest
2024	450,000	for principal and interest
2025	450,000	for principal and interest
2026	450,000	for principal and interest
2027	450,000	for principal and interest
2028	450,000	for principal and interest
2029	450,000	for principal and interest
2030	450,000	for principal and interest
2031	450,000	for principal and interest
2032	450,000	for principal and interest
2033	450,000	for principal and interest
2034	450,000	for principal and interest

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the City, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The City covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds; *provided, however*, that whenever other funds (including the proceeds of bonds issued to refund the Bonds) are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of taxes levied for the same, the Corporate Authorities shall, by ordinance, direct the deposit of such funds into the Bond Fund hereinafter created and defined or into a proper escrow account created solely for such purpose, and further, in and by such ordinance, shall direct the abatement of the taxes by the amount so deposited, and proper notification of such abatement shall be filed with the County Clerks of The County of Tazewell, Illinois, and The County of Peoria, Illinois (the *"County Clerks"*), in a timely manner to effect such abatement.

Section 9. Filing of Ordinance; Bond Fund. Forthwith upon the passage of this ordinance, the City Clerk of the City is hereby directed to file a certified copy of this ordinance with the County Clerks, and it shall be the duty of said County Clerks to annually in and for each of the years 2014 to 2034, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "General Obligation Bonds, Series 2014 Bond Fund" (the *"Series 2014 Bond Fund"*), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 10. Creation of Funds and Appropriations. The principal proceeds of the Bonds shall be applied in the amounts set forth below, for which purposes the principal proceeds are hereby appropriated:

(i) An amount of the Bond proceeds as set forth in the Bond Order shall be used by the City to pay the costs of issuance of the Bonds and insurance premium with respect to the Bonds; and

(ii) the balance of the Bond proceeds shall be deposited in a separate fund, hereby created, and designated as the "Project Fund (2014)" (the *"Project Fund"*). Money in the Project Fund shall be used to pay all costs of the Project and all costs and expenses incidental or allocable or related thereto, including the costs of issuance of the Bonds.

Accrued interest, if any, and premium, if any, received upon the sale of the Bonds shall be and is hereby appropriated for the purpose of paying the interest due on the Bonds, and, to that end, is hereby ordered deposited into the Series 2014 Bond Fund, which fund shall be the fund for the payment of the principal of and interest on the Bonds. Taxes received for the payment of the Bonds shall be deposited into the Series 2014 Bond Fund, and used solely and only for paying the Bonds.

Section 11. General Arbitrage Covenants. The City recognizes that the provisions of Section 148 of the Internal Revenue Code of 1986, as amended (the *"Code"*), require a rebate to the United States of America in certain circumstances. The City agrees to comply with all provisions of said Section pertaining to the Bonds. The City also agrees and covenants with the purchasers and owners of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the interest on the Bonds.

The Corporate Authorities hereby authorize the officials of the City responsible for issuing the Bonds, the same being the Mayor, the City Clerk and the City Treasurer of the City, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds continues to be excludible from the gross income of the owners thereof for federal income tax purposes. In connection therewith, the City and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations and warranties as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States of America, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

The Mayor, the City Clerk and the City Treasurer of the City, or any of them, are hereby authorized to execute on behalf of the City a Tax Exemption Certificate and Agreement (the *"Tax Exemption Certificate"*) to assure the purchasers and owners of the Bonds that the proceeds of the Bonds are not expected to be used in a manner which would or might result in the Bonds being "reimbursement bonds" issued in contravention of Section 1.103-18 of the United States Treasury Department Regulations (the *"Regulations"*) or "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the *"Code"*), or the regulations of the United States Treasury Department currently in effect or proposed. Such Tax Exemption Certificate shall constitute a representation, certification and covenant of the City, and shall be incorporated herein by reference, and no investment of Bond proceeds or of moneys accumulated to pay the

Bonds herein authorized shall be made in violation of the expectations prescribed by said Tax Exemption Certificate. Such Tax Exemption Certificate shall constitute an agreement of the City to follow certain covenants which may require the City to take certain actions (including the payment of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in such Tax Exemption Certificate.

Section 12. Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that the interest on the Bonds continues to be excludible from the gross income of the owners thereof for federal income tax purposes under the laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 13. Qualified Tax-Exempt Obligations. The City recognizes the provisions of Section 265(b)(3) of the Code which provide that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The City hereby designates each of the Bonds as may be from time to time outstanding for purposes of Section 265(b)(3) of the Code as a "qualified tax-exempt obligation," as provided therein.

In support of such designation:

(a) The City acknowledges that a "qualified tax exempt obligation" means a bond which is not a "private activity bond," as defined in Section 141(a) of the Code.

(b) The City represents, certifies and covenants that, including the Bonds, the City (including any entities subordinate thereto) has not and does not reasonably expect to issue in excess of $10,000,000 in "qualified tax-exempt obligations" (other than "private activity bonds") (as such terms are defined in the Code) during calendar year 2014.

(c) The City represents, certifies and covenants that, including the Bonds, not more than $10,000,000 of obligations issued by the City (including any entities subordinate thereto) during the calendar year of the issuance of the Bonds have been to date or will be designated by the City for purposes of said Section 265(b)(3).

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

Section 15. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Clerk of the City are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this ordinance. In addition to the terms of such agreement and subject to modification thereby, the Bond Registrar and the Paying Agent by its acceptance of its duties hereunder agrees, as follows:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of the registered owners of the Bonds as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Bonds as provided in this ordinance;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk of the City is hereby directed to file a certified copy of this ordinance with the Bond Registrar.

The City covenants that it shall at all times retain a Bond Registrar with respect to the Bonds, that it will maintain at the designated corporate trust office of the Bond Registrar a place or places where Bonds may be presented for payment or registration of transfer or exchange, and that it shall require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations.

The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator or conservator of the Bond Registrar, or of the property thereof, shall be appointed, or if any public office shall take charge or control of the Bond Registrar, or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall mail notice of any such appointment made by it to each registered owner of any Bond within twenty (20) days after such appointment. Any Bond Registrar appointed under the provisions of this Section 15 shall be a bank, trust company or national banking association.

Section 16. Continuing Disclosure Undertaking. The Mayor or the City Treasurer of the City is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking with respect to the Bonds (the *"Continuing Disclosure Undertaking"*) in substantially the form as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, his or her execution to constitute conclusive evidence of his or her approval of the form of such Continuing Disclosure Undertaking. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking, as executed. Copies of the Continuing Disclosure Undertaking shall be placed in the official records of the City, and shall be available for public inspection at the offices of the City. Notwithstanding any other provision of this ordinance to the contrary, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of any beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Other Documents. The City Manager, the City Clerk, the City Treasurer and all other officers of the City are hereby authorized to execute all documents and certificates necessary in connection with the authorization and delivery of the Bonds, and are hereby authorized to take all such actions and to perform all such duties or functions permitted or required by any of the documents and certificates authorized by this ordinance.

Section 18. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability or such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this ordinance.

Section 19. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, and this ordinance shall be in full force and effect immediately and forthwith upon its passage and approval, as provided by law.

ADOPTED by the Corporate Authorities on May 12, 2014.

AYES:

NAYS:

ABSENT OR NOT VOTING:

APPROVED: May 12, 2014.

Mayor, City of Pekin,
Tazewell and Peoria Counties, Illinois

(SEAL)

Attest:

City Clerk, City of Pekin,
Tazewell and Peoria Counties, Illinois

Recorded in the Municipal records on May 12, 2014.

Published in Pamphlet Form on May 12, 2014.

City Council member _______ moved, and City Council member _______ seconded, the motion that said ordinance as presented and read be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following City Council members voted "AYE": ____.

and the following City Council members voted "NAY": ______________________________ .

and the following City Council members were "ABSENT OR NOT VOTING": _______________ .

Whereupon the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the City Clerk to record the same in full in the records of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, which was done.

Other business not pertinent to the proposed public improvement project was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting adjourned.

____
City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the *"City"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the *"Corporate Authorities"*).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 12th day of May, 2014, insofar as the same relates to the adoption of an Ordinance entitled:

> AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2014, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed $6,000,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific item relating to said Ordinance; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

In WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this ____ day of ________________, 2014.

____
City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the *"City"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the *"Council"*).

I do further certify that on the 12th day of May, 2014, there was published in pamphlet form, by authority of the Council, a true, complete and correct copy of Ordinance Number ____-5/12 of the Council providing for the issuance of General Obligation Bonds, Series 2014, of the City in an aggregate principal amount of not to exceed $6,000,000, and that said ordinance as so published was on the said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this 12th day of May, 2014.

____
City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Tazewell, Illinois (the "*County*"), and as such official I do hereby certify that on the ____ day of ___________, 2014, there was filed in my office a duly certified copy of Ordinance Number ______-5/12 entitled:

> AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2014, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed $6,000,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

adopted by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, on the 12th day of May, 2014, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this ____ day of _________________, 2014.

____
County Clerk of The County of
Tazewell, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois (the *"County"*), and as such official I do hereby certify that on the _____ day of ____________, 2014, there was filed in my office a duly certified copy of Ordinance Number ______-5/12 entitled:

> AN ORDINANCE providing for the issuance of General Obligation Bonds, Series 2014, of the City of Pekin, Tazewell and Peoria Counties, Illinois, in an aggregate principal amount not to exceed $6,000,000 and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

adopted by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, on the 12th day of May, 2014, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this _____ day of _________________, 2014.

____
County Clerk of The County of Peoria, Illinois

(SEAL)

ORDINANCE NO. ______

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 4, SUBSECTION 5 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING LIQUOR CLASSIFICATIONS AND LICENSE FEES.

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 Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form contains within Title 3, Chapter 3, Section 4, Subsection 5 contains licensing fees; and

WHEREAS, the City Council supports the responsible development of the liquor and licensed hospitality industry in line with community expectations; and

WHEREAS, the City Council is committed to the safe supply and consumption of alcohol and to ensure that the provision of alcohol is adequately controlled within the City of Pekin; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Class C Liquor License Fees that authorize the short-term supply or temporary extends the conditions of an existing license by allowing 20 licenses per year.

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

That Title 3, Chapter 3, Section 4, Subsection 5 C. be amended by deleting the chart of Class C License Fees it in its entirety and replacing it with the following:

CLASS C LICENSE FEES:

Beer And Wine Only (Max. 20 per year)	$25.00 per day
No Restriction On Range Of Alcohol (Max. 20 per year)	$50.00 per day
Not For Profit or Charitable Applications For The Pier** or Riverfront Event Meadow	Residents $50 per hr* Others $100 per hr*
All Other Applications For the Pier or Riverfront Event Meadow	Residents $100 per hr* Others $200 per hr*
All Other Fees For C Class Licenses	To Be Determined By* Liquor Commissioner

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 this Ordinance takes precedence over and supersedes any and all Ordinances or parts of ordinances in conflict herewith.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ___ day of May 12, 2014; and upon roll call the vote was as follows:

AYES: ______________

NAYS: ______________

ABSENT: ______________

ABSTAINING: ______________

APPROVED this ___ day of May 2014.

____
MAYOR

ATTEST:

____
CITY CLERK

Pekin ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Greg Nelson, Police Chief

AGENDA ITEM:	Intergovernmental Agreement with Peoria Metropolitan Enforcement Group (P-MEG)
AGENDA DATE REQUESTED:	May 12, 2014
ACTION REQUESTED:	Approve the execution of the agreement.
BACKGROUND:	The Peoria Metropolitan Enforcement Group (P-MEG) is one of 22 state chartered drug task forces that cover the State of Illinois. These units allow member agencies to join forces and share costs in providing undercover narcotics enforcement. The Pekin Police Department has been a member of P-MEG since 1978. This agreement is simply a language clean-up from the previous 1993 agreement.
FINANCIAL IMPACT:	The adoption of this agreement, financially, results in no change from the prior agreement. The financial impact of the Pekin Police Department's participation in P-MEG continues to be annual dues of $10,175 and the assignment of one sworn officer to the task force.
NEIGHBORHOOD CONCERNS:	No significant concerns.
IMPACT IF APPROVED:	The Pekin Police Department will continue to be a member of P-MEG and receive undercover narcotics enforcement services.
IMPACT IF DENIED:	The Pekin Police Department will cease to be a member of P-MEG and will have to provide undercover narcotics enforcement solely with its own resources. Two sworn officers would be assigned to such a detail and additional unbudgeted financial resources to would be needed to support their operation.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes]

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

☒ **A Safe Community.** To protect community life and property by providing effective, principled Police and Fire services.

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

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

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

REQUIRED SIGNATURES

Department Director	Greg Nelson	05/01/2014 Date
Finance Department	(Certification of Availability of Funds)	Date
Corporation Counsel		Date
City Manager	Joseph Wallace	5/5/14 Date

INTERGOVERNMENTAL
CONTRACT
OF THE
MULTI-COUNTY ENFORCEMENT GROUP
(M.E.G.)

Revised: December, 2013

INTERGOVERNMENTAL CONTRACT
MULTI-COUNTY ENFORCEMENT GROUP

The undersigned unit of government, charged with the duty of enforcing the law, including drug laws, recognizing that the jurisdiction and authority of each individual governmental unit is limited, and that such limitations are detrimental in combating the highly mobile and extensive violations of drug laws and that such violations can be more effectively pursued by the joint exercise of their respective authorities in cooperation with the State of Illinois and Federal authorities; do now enter into this intergovernmental contract to secure the most effective enforcement of the drug laws.

For and in consideration of the payments and fees herein set forth and the mutual covenants and obligations of the parties hereto, it is agreed by the undersigned as follows:

I. DEFINITIONS:

The terms "unit of local government" and "drug laws" shall, for the purposes of this contract, have the meanings ascribed to them in 30 ILCS 715/2.03 and 715/2.04 respectively

II. AUTHORITY:

The undersigned enters into this contract pursuant to the authority vested in Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1-16) for the joint exercise of their powers to keep the peace, prevent crime and to arrest offenders on view and cause them to be brought before the proper court for trial or examination, in accordance with the Intergovernmental Drug Laws Enforcement Act (30 ILCS 715/1-6) and Article II. Sec. 1 and 2 of the By-Laws of this Multi County Enforcement Group as they are now or may hereafter be amended.

III. PURPOSE:

The purpose of this contract is to create a multi-jurisdictional unit to be known as Multi-County Enforcement Group (hereinafter called M.E.G.) which shall have as its mission those efforts detailed in Article II, Section 1. of the M.E.G. Unit By-Laws.

IV. DUTIES:

The M.E.G. shall have as its duties and responsibilities those which are prescribed in the Intergovernmental Drug Laws Enforcement Act and those which are set forth in this contract. The M.E.G. shall limit its primary responsibility to enforcement of drug laws, although nothing in this agreement shall be construed to prohibit enforcement of other laws in connection with the enforcement of drug laws and such secondary enforcement is expected to occur in connection with the enforcement of drug laws.

V. DURATION:

This contract shall be effective from its execution by all the parties hereto until terminated as provided herein.

VI. PARTIES:

The parties which participate in the operation of the M.E.G. Unit by this intergovernmental contract shall be specified in Article VI, Section 1 of the M.E.G. By-Laws.

VII. POLICY BOARD:

The governing body of the M.E.G. Unit shall be a Policy Board, formed and representative of the parties which participate in the operation of the M.E.G. by this intergovernmental contract as specified in Articles I and III of the M.E.G. By-Laws.

VIII. M.E.G. STAFF:

The M.E.G. staff shall consist of those positions specified in Article IX of the M.E.G. By-Laws.

IX. OBLIGATIONS:

Annual fees assessed for participating units shall be in accordance with the standard formula approved by the Policy Board and specified in Article VII of the M.E.G. By-Laws.

X. LIABILITIES:

The parties specifically authorize the expenditure of funds by the M.E.G. to purchase insurance to protect against liabilities arising out of the operation of the M.E.G., including but not limited to, automobile, premises and personal liability insurance, as well as professional liability insurance coverage in areas such as libel, slander, defamation, right of privacy, false arrest, false imprisonment, malicious prosecution, wrongful entry or other invasion of right of private occupancy and violation of the Civil Rights Act covering the parties, the Policy Board, the Advisory Committee, the Director and other employees of the M.E.G. and motor vehicles and other property owned, leased or used by M.E.G.

The parties obligate themselves to utilize their funds to protect and indemnify the M.E.G., its Policy Board, Advisory Committee, Director and employees, and the Sheriffs and Chiefs or Superintendents of Police of any of the parties and any personal liability arising out of the acts or omissions of any person acting in the course of his employment on behalf of the M.E.G. in such shares and subject to the conditions listed below:

> In the event of the disability of the Director or an Agent incurred in the course of the duties of his assignment to the M.E.G., the party from which he was assigned shall assume full and complete liability to such Director or Agent or his dependents or estate for any Workman's Compensation or pension rights and payments to which he or they might be entitled by virtue of his death or disability. Each party agrees to indemnify and hold harmless every other party hereto from any liability for its assigned officer under this paragraph.
>
> In the event of a claim of civil damages arising out of the M.E.G., its Policy Board, Advisory Committee, Director or employees, including vicarious liability of any Sheriff for acts of his Deputies while they are on assignment to the M.E.G., the liability for any damages, including costs of defense over and above the aggregate of all insurance coverage, including applicable coverage of all parties and persons shall be borne by the parties at the time of the incident as follows:
>
>> 50% of such excess liability shall be apportioned among the parties in proportion as the population within the territory of each of the parties relates to the total population within the territory of all the parties; provided that in determining the population of counties for these purposes, the population of any city within such county which is also a party to this contract shall be excluded from the population of such county.
>>
>> 50% of such excess liability shall be apportioned among all the parties in equal shares without regard to population

In the event of criminal prosecution against the Director or any employee of the M.E.G. arising out of their acts or omissions in the course of the duties of their assignment to the M.E.G., the parties assume no responsibility for any legal defense costs.

XI. EQUAL EMPLOYMENT OPPORTUNITY GUIDELINES:

The parties subscribe to and agree to comply with all applicable equal employment opportunity guidelines.

XII. TERMINATION:

This intergovernmental contract may be voluntarily terminated as to fewer than all of the parties only on July 1 of each year upon sixty days prior written notice to the governing boards of the remaining parties or at any time upon the unanimous agreement of the governing boards of each of the remaining parties, upon such reasonable terms and conditions for the apportionment of all existing or prospective obligations and liabilities of the withdrawing parties as may be agreed upon.

This intergovernmental contract may be canceled at any time by written agreement of all the parties upon such reasonable terms and conditions as may be agreed upon for the apportionment of any present or prospective liability among the parties, and for the refunding or distribution of assets due the parties or the State of Illinois. Such written agreement shall be approved by the governing board of each of the parties.

Any party may be involuntarily terminated as a party to this contract for nonpayment of its assessed obligation upon a vote of three-fourths of all the members of the Policy Board at a regular meeting, providing that notice in writing that such vote will be taken has been mailed to all members of the Policy Board not less than ten days prior to said meeting.

Such termination may be conditional upon such party failing to fully pay all arrearages within thirty days following the action of the Policy Board.

Unit of Government:

____

Authorized Official:

Title:______________Name:__________________________________Date:____________

Law Enforcement Official:

Title:______________Name:__________________________________Date:____________

Witness:

Title:______________Name:__________________________________Date:____________

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & Assistant City Manager

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Ordinance Authorizing Loan Agreement with IEPA

AGENDA DATE REQUESTED: May 12, 2014

ACTION REQUESTED: Approve ordinance authorizing the City Manager to work with the IEPA to secure low interest loans for the construction of the Phases 3 & 4 of the Waste Water Treatment Plant project that covers the CSO work as covered in the City's Long Term Control Plan (LTCP).

DESCRIPTION: As part of the loan package to the Illinois Environmental Protection Agency (IEPA) for a low interest loan, the attached ordinance must be approved and submitted with the application. The IEPA has been reviewing the Phases 3 & 4 drawings and a permit to construct is expected shortly. Once received we can move forward with bidding the CSO Projects that are contained in the LTCP which is part of the operating permit for the City's waste water treatment plant. When this project is completed, we will be in compliance with current State and Federal regulations pertaining to the Clean Water Act.

The LTCP was approved by the State in March 2011 and required that the City bring its Plant and CSO system to where the number of releases to the Illinois River were no more than 4 per average year. The work included expanding and upgrading the plant to handle, store, and treat higher flows with completion by June 2015, Phases 1 & 2. Then the CSO system was to be upgraded to allow higher, rain event generated flows to be transported to the plant without the need for overflow releases to the river, Phases 3 & 4. Included in these phases is an upgrade and modifications to the former north side treatment facility. This facility is used as a storage area for sanitary sewage from the east side laterals but is limited in the amount that can be stored and handled. The upgrades will include an aeration system in the existing tanks and an overflow lagoon should the flow be higher or the holding time becomes longer that the tanks can accommodate.

I recommend that this ordinance be approved so the City can receive the $13,900,000 low interest loan from the IEPA to pay for the completion of Phases 3 & 4 and complete the requirements of the LTCP.

FINANCIAL IMPACT: Borrowing $13.9 million for the completion of Phases 3 & 4 of the Treatment Plant and CSO upgrades.

NEIGHBORHOOD CONCERNS: Reduces releases of combined sewage into the Illinois River

IMPACT IF APPROVED: Funding will be secured through a low interest loan from the IEPA

IMPACT IF DENIED: Funding will have to be secured from another source at a much higher interest rate.

ALTERNATIVES: None

<table>
<tr><td colspan="2">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.]</td></tr>
<tr><td></td><td>A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.</td></tr>
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<tr><td colspan="2">REQUIRED SIGNATURES</td></tr>
<tr><td colspan="2">Department Director:

Date:</td></tr>
<tr><td colspan="2">Finance Department (Certification of Availability of Funds):

Date:</td></tr>
<tr><td colspan="2">Corporation Counsel:

Date:</td></tr>
<tr><td colspan="2">City Manager:
Date: 4/25/14</td></tr>
</table>

ORDINANCE AUTHORIZING LOAN AGREEMENT

ORDINANCE NUMBER __________

AN ORDINANCE authorizing the CITY OF PEKIN OF TAZEWELL COUNTY, ILLINOIS to borrow funds from the Water Pollution Control Loan Program Fund.

WHEREAS the CITY OF PEKIN, TAZEWELL COUNTY, Illinois ("the CITY") operates its sewerage system ("the System") and in accordance with the provision of Article VII Local Government of the Constitution of the State of Illinois and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively, "the Act"); and

WHEREAS the MAYOR and COUNCIL of the CITY ("the Corporate Authorities") have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

Phase 3 and 4 improvements to the CSO system in accordance with the City's Long Term Control Plan including improvements to CSO Interceptors, State Street CSO Pump Station, CSO Junction Structures, WWTP Plant #2 improvements for sanitary sewage storage/buffering of peak sanitary flows during wet weather events and necessary lining repair of sanitary sewers and all necessary appurtenances together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by consulting engineers to the CITY, which Project has a useful life in excess of 21 years; and

WHEREAS the estimated cost of construction and installation the Project, including engineering, legal, financial, and other related expenses, is $13,900,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the CITY from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenue derived from a user charge for services in the City of Pekin and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of $13,900,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the CITY and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the CITY of PEKIN, TAZEWELL County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the CITY to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the CITY in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed $13,900,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the system so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the system and the loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The CITY MANAGER is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

As long as the City of Pekin has outstanding revenue bonds that are being paid in part by from revenues of the system, and that are senior to the revenue bond authorized by this Ordinance, the City of Pekin shall maintain a system, fund, accounts, coverage and reserves identical to the account, coverage and reserves required by the outstanding ordinances.

SECTION 8. AUTHORIZATION OF CITY MANAGER TO EXECUTE LOAN AGREEMENT

The CITY MANAGER is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the CITY MANAGER for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED by the Corporate Authorities of the CITY OF PEKIN, Illinois at a regular meeting of the City Council of the CITY OF PEKIN, this ___ day of _______________, 2013.

____

MAYOR
CITY OF PEKIN
TAZEWELL COUNTY, ILLINOIS

AYES:___________
NAYS:___________
ABSENT:__________

Published in pamphlet form on _____________________, 2013.

CERTIFICATION

I, _____________________________ do hereby certify that I am the duly appointed, qualified and acting Clerk of the CITY OF PEKIN. I do further certify that the above and foregoing, identified as Ordinance Number ________, is a true, complete and correct copy of an ordinance otherwise identified as Ordinance Authorizing Loan Agreement, passed by the Council of the CITY OF PEKIN on the ________ day of ____________ 2013, and approved by the MAYOR of the CITY OF PEKIN on the same said date, the original of which is part of the books and records within my control as Clerk of the CITY OF PEKIN.

Dated this _____ day of ______________, 2013.

____

Clerk of the CITY of PEKIN

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Amend the Engineering Agreement with Hanson for the Front Street Traffic Study

AGENDA DATE REQUESTED: May 12, 2014

ACTION REQUESTED: To approve the amended engineering agreement with Hanson Professional Services in the amount not to exceed $364,800.

DESCRIPTION: This request is to amend the engineering service agreement with Hanson Professional Services for the Front Street Traffic Study to prepare the project development studies based on the findings from the initial study. These studies will provide the City with intersection design studies, hydraulic studies and geometric studies that are required for any federal and state funding sought for this improvement. This is often referred to as a phase one engineering study. Additionally it will seek all proper clearances from the Army Corp of Engineers for the project since a portion of Front Street is situated in the Illinois River Floodplain.

Recently the industries located in this corridor have experienced growth and are planning capital improvements. This has already been seen with planned improvements to Aventine. While these improvements to these industries are beneficial to the City, they add additional stress to an already overstressed road. Improvements to Distillery, Front and Fayette along with their intersections with IL 29 are needed to keep pace with these industries and provide for future growth in this corridor. This agreement will provide the City with the necessary information to seek federal and state money to help offset the cost of the road improvements required.

I recommend this amendment to the agreement be approved.

FINANCIAL IMPACT: $364,800.00 ($250,000 from MFT Fund and $114,800 from the TIF Fund)

NEIGHBORHOOD CONCERNS: Several businesses in this area have requested improvements be made to the road and would like to see the City take the necessary steps to start the process.

IMPACT IF APPROVED: These engineering services will be begin

IMPACT IF DENIED: The City would not have the necessary information to seek funding

ALTERNATIVES: Reduce the scope of services and use only City funding for the improvements instead of seeking any State or Federal Funding for the construction.

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

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

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

REQUIRED SIGNATURES
Department Director: Date: 5/1/14
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date: 5/1/14

Municipality City of Pekin	L O C A L A G E N C Y	**Preliminary Engineering Services Agreement For Motor Fuel Tax Funds** **Amendment No. 1**	C O N S U L T A N T	Name Hanson Professional Services Inc.
Township				Address 7625 N. Universitv St.. Ste 200
County Tazewell				City Peoria
Section 14-00188-00-GM				State IL

THIS AGREEMENT is made and entered into this ______ day of May , 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Front Street Project Development Studies

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

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

Description:
Potential improvements for Front and Distillery Streets may include new curb & gutter, storm sewers, pavement widening and reconstruction, and the construction of a lane of travel with direct access to the Aventine facility.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:

   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

   e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.

   f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

   g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

   h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

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

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

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

l. ☒ **See Attachment A.**

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

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

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

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

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

The LA Agrees,

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

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

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

   c. ☒ **See Attachment B**

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

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

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

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

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

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

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

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

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

It is Mutually Agreed,

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

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

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

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

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

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

Executed by the LA:

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

ATTEST:

State of Illinois, acting by and through its

By ______________________

______________________ Clerk

By ______________________

(Seal)

Title ______________________

Executed by the ENGINEER:

Hanson Professional Services Inc.

7625 N. University Street, Suite 200

ATTEST:

Peoria, IL 61614

By [signature]

By [signature]

Title Associate

Title Regional Vice President

Approved
Date
Department of Transportation
Regional Engineer

Amendment 1
ATTACHMENT A
SCOPE OF SERVICES
RECONSTRUCTION OF FRONT AND DISTILLERY STREETS

Hanson Professional Services Inc. shall prepare project development studies for roadway improvements to Front and Distillery Streets between the intersection of Distillery Street and IL 29 and the intersection of Fayette Street and IL 29, in the City of Pekin (LA). These streets provide access to existing and potentially expanding agribusiness operations along with the City of Pekin sewage treatment facility. As the demand to ship and process grain grows, truck traffic in this area increases.

The existing roadway:

- is narrow (in some sections one-way),
- has segments or intersections with unsafe horizontal alignments,
- has crumbling shoulders and pavement,
- does not provide adequate stacking areas for trucks,
- is located in the floodway, and
- has an inadequate drainage system.

To foster business expansion in this area, better access that safely expedites grain deliveries must be constructed. Potential improvements for Front and Distillery Streets may include new curb & gutter, storm sewers, pavement widening and reconstruction, and the construction of a lane of travel with direct access to the Aventine facility. The documents will be prepared in English units using Microstation and in accordance with IDOT's Bureau of Local Roads and Streets Manual. The project development phase is expected to be completed twelve (12) months after notice to proceed.

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

I. Project Development Services

The corridor boundaries for data collection begin on Distillery Street, continue westward to Front Street, continue northward to Fayette Street, and continue eastward to 2nd Street (IL 29). Data collection will extend 100 feet down all intersecting side roads within the corridor boundaries and 500 feet each leg of the intersections at the project termini.

A. **Public Involvement**

1. Public Open House – anticipate two (2)
   - i. Prepare and coordinate newspaper advertisements for each Public Meeting. Notices will be published in the Pekin Daily Times and on the CITY website.
   - ii. Prepare exhibits and table top rollouts of the project area depicting planned improvements for discussion.
   - iii. Provide handouts, comment forms, name tags, directional signage, sign-in forms and other items for each public meeting.
   - iv. Attend and Facilitate Meeting
   - v. Prepare meeting minutes summarizing the meeting

vi. Update the project information database with comments
vii. Prepare responses to stakeholder comments for use by the City in public coordination.

2. City Council Meetings – anticipate one (1)
   i. Prepare display of the project area depicting planned improvements for discussion.
   ii. Present proposed improvements and recommendations
   iii. Respond to questions
3. Coordinate with local businesses and stakeholders. Assume one (1) meeting with four (4) businesses/stakeholders (4 total).

B. **Feasibility Study**

Revise and resubmit the visual presentation of the feasibility study based on the most recent comments from Aventine, Illinois Corn Products, and CHS. The feasibility study will be updated to include the following:

1. Review most recent crash data and information from the original feasibility study.
2. Complete traffic projections using the Travel Demand Model (TDM):
   i. Review existing network conditions within the study area.
   ii. Change network 2014 condition to proposed condition.
   iii. Complete and reconcile 2036 no build and build Average Daily Traffic and peak hour turning movement traffic projections within the study area.
3. Complete capacity analysis at Intersection Design Study locations.
4. Complete paperwork for the functional classification change of Front Street from Local Road to Collector.

C. **Survey**

1. Obtain and review available mapping, construction plans and surveys from City:
   i. Existing construction plans (as available).
   ii. GIS topographic and parcel data and orthographic aerial photography.
2. Establish horizontal and vertical survey control throughout the corridor limits. Horizontal control will be based on Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD83), and vertical control will be based on the North American Vertical Datum of 1988 (NAVD88). Permanent monuments will be set along the project corridor at an interval of every 500 lineal feet.
3. Research public records for the parcels adjacent to the project corridor. This shall include research of existing plats, relevant deeds, property owner names, P.I.N. numbers and addresses.
4. Conduct boundary surveys to determine existing right-of-way lines within the corridor limits for those parcels impacted by the project. Establish property lot lines at intersections where property and easement acquisition may occur.
5. Provide topographic survey at site with sufficient information to prepare construction documents. Collect existing roadway cross section (or equivalent) data at approximate 25 foot intervals along the project corridor and at driveway/entrance centerlines and sag points within the corridor limits. Intersecting side streets that will tie into the new improvements will be

surveyed for a distance of approximately 100 feet transverse to the proposed centerline.

6. Locate existing storm and sanitary structures within the corridor limits. Sewer invert elevations will be determined to the extent possible by manhole lid removal and direct measurement. If visible from the opening, the survey crew will measure to the structure invert and identify the size (diameter), direction, material and invert (if not at structure invert) of the pipes which connect to the structure. The survey crew will not enter any structures. Manhole covers and lids that cannot be removed will be noted.
7. Prepare a base map of the existing topography in CAD format. This file shall include all survey points, digital terrain model (DTM), breaklines, planimetric mapping and contours.
8. Identify found street monuments (i.e. Right of Way Markers).
9. Show & note all R.O.W. encroachments.
10. This scope does not include setting new, missing, or additional R.O.W. Monuments.
11. R.O.W. Plats and Easements Plats are not included at this time.

D. **Geometric and Roadway Studies**

Prepare roadway geometry and Intersection Design Studies (IDS), which are expected to include the following tasks:

1. Conduct a field review of the study area to examine existing conditions, evaluate available improvement options, and determine a recommended course of action.
2. Review as-built plans of the existing roadway to determine pavement age and composition.
3. Refine design criteria for Distillery Street, Front Street, Fayette Street, 2nd Street (IL 29) and cross roads.
4. Identify horizontal and vertical alignment controls.
5. Refine proposed horizontal alignments and geometrics to accommodate topographic survey.
6. Create vertical alignments.
7. Refine existing and proposed typical sections for Distillery Street, Front Street, Fayette Street, and 2nd Street (IL 29).
8. Complete cross section studies to determine proposed horizontal/vertical alignments and limits of proposed improvements.
9. Coordination with hydraulic design due to potential impacts to floodway and existing drainage outlets
10. Complete intersection design studies at each of the existing/proposed intersections.
    1. IL 29 and Distillery Street
    2. Fayette Street and 2nd Street (IL 29)
    3. IL 29 and Washington Street
11. Determine necessary utility relocations.
    1. Call JULIE and request utility locates and utilities within the project area.
    2. Draft letters to the utility companies in the project area requesting they provide data on the location of their facilities.
    3. Keep a log of what utility data is received.
    4. Review the data from the utility companies and evaluate perceived conflicts.

12. Railroad coordination and crossing design
13. Refine roadway pavement designs to cover various pavement and traffic conditions throughout the project. Two (2) pavement designs are expected.
    i. Pavement cores will be taken along the length of the project to confirm existing pavement thickness and condition. Soil samples will be obtained at designated locations by standard split spoon (ASTM D 1586) methods according to the Standard Penetration Test (SPT). Sampling will be performed continuously to a depth of 5-1/2 feet below the existing grade at each of the borings. This will result in three (3) samples per boring.
    ii. Laboratory Testing: Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified and/or Illinois Department of Transportation (IDOT) Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as measurements of unconfined compressive strength, as appropriate. Atterberg Limits and particles size analysis will also be completed on representative subgrade soil samples. Density tests will also be completed on four (4) of the pavement cores.
    iii. Report of Data: Upon completion of sampling and testing, an engineering report will be prepared summarizing field and laboratory test data, including computer generated boring logs and test data sheets along with photo logs of the pavement cores. The report will address anticipated soil and groundwater conditions impacting site subgrade preparation and pavement design.
14. Prepare plan and profile exhibits at 20 scale.
15. Prepare a preliminary opinion of probable cost.
16. Preparation of a Categorical Exclusion II Project Development Report
17. Preparation of a Maintenance of Traffic or Staging Schematic to maintain access to surrounding businesses.

E. **Preliminary Drainage Design**

1. Data Collection
    i. Obtain copy of USGS Map for areas within the project limits.
    ii. Obtain roadway plans and record drawings for existing roadway, if available.
    iii. Coordinate with Local Agency on existing flooding problems in project area.
2. Delineate the existing off site drainage areas
3. Delineate existing drainage area outlets that convey storm water to Front Street and calculate existing design peak flows.
4. Evaluate the suitability of existing drainage outlets for continued use.
5. Prepare existing conditions exhibit to summarize the overall existing drainage site plan.
6. Summarize the criteria to be used to design the drainage improvements necessary for the proposed roadway.
7. Conduct evaluation of roadway sections to determine additional ROW that is required to construct and maintain the drainage improvements.
8. Prepare design calculations to determine proposed inlet spacing and pipe sizing.

9. Prepare Opinion of Probable Cost for the construction items associated with the drainage improvements.
10. Prepare a summary memorandum of the proposed drainage facilities to be constructed as part of the Front Street roadway improvements.
11. Analysis and preliminary design of storm water detention for the proposed improvements is not included in this scope of services.
12. It is assumed that are no "major drainage features" such as bridges, culvert crossings, pump stations, detention facilities, etc adjacent to the proposed improvements that will be impacted by the project.
13. Storm water drainage will be designed in accordance with the current edition of the IDOT Drainage Manual. It is anticipated that the hydrology will be designed using the Rational Method & ISWS Bulletin 70. It is anticipated that the conveyance system will generally be the proposed storm sewer system.

F. **Hydraulic Studies**

1. Initial scoping, project planning and site visit/field meeting.
2. Hydraulic modeling and analysis of Illinois River.
    i. Obtain Corps regulatory model and evaluate cross sections.
    ii. Convert Corps unsteady model to steady flow model.
    iii. Evaluate and compare results to regulatory model.
    iv. Create corrected effective baseline model of existing conditions enhanced by project survey data.
    v. Revise base model for proposed design conditions.
    vi. Develop worst-case discharge for proposed conditions.
    vii. Evaluate and compare to corrected effective baseline model
    viii. Coordinate design adjustments with designers to revise road grade design as required to minimize hydraulic impacts.
    ix. QAQC and Finalize proposed conditions model.
3. Prepare Part 3700 (Floodway Construction) permit submittal to IDNR/OWR.
    i. Prepare IDNR/OWR submittal package including project narrative, exhibits, conclusions and models.
    ii. Coordination with OWR through the review process.
    iii. Respond to OWR comments and adjust hydraulics model/design, if necessary.
4. Prepare Part 3704 (Public Notice) permit submittal to IDNR/OWR.
    i. Prepare IDNR/OWR submittal package/letter, including affected property owners.
    ii. Coordination with OWR through the review process.
    iii. Respond to OWR comments, as necessary.
5. Task Management and coordination.
6. Assumptions for the hydraulic studies scope of services:
    i. Scope assumes that the proposed project will be able to meet IDNR/OWR Floodway Construction permitting rules and that project impacts will be limited to city owned property.
    ii. Scope assumes that a FEMA CLOMR/LOMR will not be needed
    iii. Local Floodplain Development Permit will be granted by the City based on the OWR permit review.
    iv. It is assumed that OWR will accept a modified steady flow version of the Corps Flow Frequency Study Model for this reach of the Illinois River to prepare worst-case analysis of river impacts.

v. Scope assumes reasonable level of effort will be needed to respond to comments from the public. If public response is significant and requires extensive additional modeling, additional scope and budget will be needed.

G. **Environmental Studies**

1. Data collection of environmental resources and mapping.
2. Conduct a site reconnaissance survey to inventory environmental resources in the vicinity of the project area.
3. Prepare an Environmental Survey Request (ESR) and submit to IDOT for cultural, wetland and biological resources review; and special waste investigation for State ROW.
4. Coordinate the COSIM Screening with IDOT (IDOT to conduct the screening).
5. Prepare the Wetland Impact Evaluation (WIE); IDOT wetland banking is the assumed mitigation, if required.
6. Conduct a traffic noise analysis for up to four receptors; no abatement analysis is assumed.
7. Conduct a Preliminary Environmental Site Assessment (PESA).
8. Conduct a Preliminary Site Investigation (PSI), if necessary, assuming up to six borings.
9. Document environmental resources and clearances in the PDR
10. .Assumptions for the environmental scope of services:
    i. This project will be processed as a Categorical Exclusion II and documented in a Project Development Report (PDR), and will not require the preparation of any NEPA documentation including Environmental Assessment (EA) or Environmental Impact Statement (EIS).
    ii. Section 404 permitting is not included in this scope. It is assumed that Section 404 permitting, if required, will occur during Phase II Design.

H. **Project Management**

1. Financial and schedule controls
2. Administer internal project kick-off meeting
3. Manpower coordination
4. Monthly Status Reports
5. IDOT Bi-Monthly Coordination Meetings (2)
6. Coordination with CITY
7. Prepare and Review meeting minutes
8. Coordinate with subconsultants as needed.
9. Coordinate with EDA for funding opportunities

I. **Quality Control/Quality Assurance Review**

Provide proper quality assurance prior to sending any documentation for review.

J. Project Deliverables

The following are the number of copies of project documents to be submitted for each progress review:

1. 90% Preliminary Project Development Report
   5 copies and one pdf set
2. Final Project Development Report
   5 copies and one pdf set

K. Project Progress Reviews
   Project progress review meetings will be held at the following milestones:
   1. Preliminary Geometric Design
   2. 90% Preliminary Project Development Report

L. Furnish the originals and a reasonable number of prints of all necessary documents, as determined by the CITY, including five copies of any Draft Report that is being submitted for review and one copy of all meeting minutes.

M. The CITY will provide or cause to be furnished the following:
   1. Existing Roadway and Retaining Wall Plans
   2. Existing Storm Sewer Plans
   3. Existing Sanitary and Storm sewer conditions and locations
   4. Provide plans for ongoing or future sewage treatment plant improvements that may cross Front Street.
   5. Existing Field Topography (if any is available)
   6. GIS topographic and parcel data and orthographic aerial photography of the study area
   7. Proposed Roadway Plans for any adjacent improvements
   8. Plat/Easement Information

N. The following items are not included in the scope of work but could be provided as an addendum to the contract:
   1. Any plans, specifications, or estimates
   2. Construction observation activities or answering questions during construction
   3. Sewer televising
   4. Section 106 statement or mitigation for cultural resource impacts
   5. Section 4(f) evaluation
   6. Special waste investigations or removal oversight during construction
   7. Preparation of any NEPA documentation including Environmental Assessment (EA) or Environmental Impact Statement (EIS)
   8. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
   9. Utility relocation plans
   10. Preparation of and coordination for a Section 404 permit and Section 401 Water Quality Certification.
   11. Landscaping planning other than turf restoration.
   12. Sanitary sewer plans and details.
   13. Roadway Lighting analysis and design.
   14. Preparation of plats or easement documents.
   15. Property acquisition services.
   16. Storm water retention/detention.
   17. Type, Size, and Location (TS&L) drawings for any retaining wall work.

AMENDMENT # 1
ATTACHMENT B

Payment
Front Street Phase I

The LA agrees to pay the ENGINEER as compensation for all services rendered in accordance with this AMENDMENT, on the basis hourly rates using the multiplier of 3.0, with a maximum compensation not to exceed $364,800. Total compensation for the entire project shall not exceed $395,000.

Tasks Front Street Phase I	Total Hours	Average Hourly Rate	Labor Costs	Direct Costs	Fee
Survey and Mapping	61	$138.05	$8,421	$45,000	$53,421
Environmental Studies	329	$110.94	$36,498	$7,080	$43,578
Feasibility Study	144	$102.32	$14,734	$223	$14,957
Public Involvement	158	$136.37	$21,546	$1,170	$22,716
Geometric and Roadway Studies	1,122	$105.03	$117,850	$15,435	$133,285
Preliminary Drainage Design	183	$143.61	$26,281	$102	$26,383
Hydraulics	280	$141.04	$39,491	$4,900	$44,391
Project Management	164	$156.95	$25,741	$328	$26,069
Total	**2,441**	**$119.03**	**$290,562**	**$74,238**	**$364,800**

General Conditions

Hanson Agreement: C12L0052 **Agreement Date:** _____

Project Name: Front Street Traffic Study

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

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

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

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

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

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

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Motor Fuel Tax Resolution for Front Street Engineering	
AGENDA DATE REQUESTED: May 12, 2014	
ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Engineering Agreement with Hanson for the Front Street Phase 1 Engineering in the amount of $250,000.00	
DESCRIPTION: This is the resolution is for the expending of MFT Funds for the phase one engineering services for Front Street. This resolution will allow the use of MFT funding to cover the cost of the design engineering. I recommend that this resolution be approved.	
FINANCIAL IMPACT: $250,000 of MFT Funds	
NEIGHBORHOOD CONCERNS: None	
IMPACT IF APPROVED: The City share will be covered by MFT Funds	
IMPACT IF DENIED: The City share will not be covered by MFT Funds	
ALTERNATIVES: Use General Funds to cover the City share	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	**A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: MG Date: 5/1/14	

Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date:

Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
(Council or President and Board of Trustees)

City of Pekin Illinois
(City, Town or Village)

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Front Street		Distillery Street/IL 29 Int.	Fayette St./ IL 29 Int.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Front Street Project Development Studies

Potential improvements for Front Street and Distillery Streets may include new curb & gutter, storm sewers,

pavement widening and reconstruction, and the construction of a lane of travel with direct access to the

Aventine Facility

______ and shall be constructed ______ wide

and be designated as Section 14-00188-00-EG

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of Two Hundred and Fifty Thousand

______ Dollars ($250,000.00) for the

improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Hanson Professional Services Inc. ; and,
(Specify Contract or Day Labor)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

______
Date

Department of Transportation

______
Regional Engineer

I, Sue McMillan Clerk in and for the

City of Pekin
(City, Town or Village)

County of Tazewell , hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the Council
(Council or President and Board of Trustees)

at a meeting on May 12, 2014
(Date)

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

______ day of May, 2014

(SEAL)

______
City, Town, or Village Clerk