



REGULAR COUNCIL MEETING MONDAY, APRIL 27, 2015

5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting April 13, 2015.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT <i>Speakers to state name. Speakers may address the Council on any topic.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Traffic Safety Committee Minutes April 3, 2015 and Liquor Commission draft Minutes March 26, 2015.		
7.2 Proclamations: “AMBUS Charity Auction May 1, 2015 “Dragon Pride Week” April 27, 2015-May 1, 2015		
7.3 Receive and File: Pekin Planning Commission Minutes Dated April 8, 2015.		
7.4 Receive and File: Pekin Planning Commission Hearings and Recommendations: a. #04-1889 – Site Plan for 425 Ann Eliza Street be approved with stipulation that a corrected Site Plan showing true location of all storage in the property be presented to staff before the Hearing goes before the City Council for review. b. #04-1890 – Special Use for Hoop House be approved located at 425 Ann Eliza Street. c. #04-1891 – Site Plan be approved for parking as presented for a Used Car Lot with an existing Special Use for Used Car Sales located at 201 N. Capitol Street. d. #04-1892 – Site Plan be approved for Phase 1 only for the Assisted Living Facility since it meets the code located on Windstar. e. #04-1893 – Special Use be approved for Phase 1 only for the Assisted Living Facility since it meets the code located on Windstar.		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		

9.0 NEW BUSINESS		
9.1 Site Plan for 425 Ann Eliza Street DESCRIPTION: Recommendation of the Planning Commission to approve a modified Site Plan at 425 Ann Eliza Street for a hoop house plant nursery submitted by Dreamscapes Landscaping LLC. The stipulation to present a new Site Plan showing true location of all storage in the property was presented to staff on April 16, 2015. ACTION: Motion to approve the Site Plan. VOTE REQUIRED	RS	5
9.2 Special Use for hoop house plant nursery DESCRIPTION: Recommendation of the Planning Commission to approve an expansion of the Special Use at 425 Ann Eliza Street for a hoop house plant nursery. ACTION: Motion to approve the Special Use. VOTE REQUIRED	RS	5
9.3 Site Plan for 201 N. Capital Street DESCRIPTION: Recommendation of the Planning Commission to approve the Site Plan for parking for a used car lot with existing Special Use. ACTION: Motion to approve the Site Plan. VOTE REQUIRED	RS	5
9.4 Site at SE corner of South 14th Street and Windstar Lane. DESCRIPTION: Recommendation of the Planning Commission to approve the Site Plan for Phase I of a new proposed Assisted Living Facility on a 5.8 acre tract. ACTION: Motion to approve the Site Plan. VOTE REQUIRED	RS	5
9.5 Special Use for Assisted Living Facility DESCRIPTION: Recommendation of the Planning Commission to approve the Special Use for Phase I of a new Assisted Living Facility at the SE corner of South 14 th Street and Windstar Lane. ACTION: Motion to approve the Special Use. VOTE REQUIRED	RS	5
9.6 Amendment to the Maurer-Stutz Agreement DESCRIPTION: Amends the February 20, 2014 Construction Engineering Services of Sheridan Road Bridge over Lick Creek Replacement. The additional \$16,500 offset by the liquidated damages charged the contractor. ACTION: Motion to approve the amendment. VOTE REQUIRED	MG	3

9.7 Resolution No. 122 -14/15 – Supplemental Resolution for Motor Fuel Tax Funds DESCRIPTION: Appropriation for the expenditure of the MFT Funds in the amount of \$13,271.00 for the Construction Engineering amended Agreement for the Sheridan Road Bridge over Lick Creek Replacement Project. ACTION: Motion to adopt the Resolution. VOTE REQUIRED	MG	3
9.8 Local Agency Agreement with Illinois Department of Transportation DESCRIPTION: IDOT Agreement for 10% shared costs Traffic Signal Modernization located at IL 29 (2nd Street) and Koch Street to upgrade traffic lights in the amount of \$5,000. ACTION: Motion to approve the Agreement. VOTE REQUIRED	MG	3
9.9 Resolution No. 123-14/15 – Resolution for Motor Fuel Tax Funds. DESCRIPTION: Appropriation for the expenditure of the MFT Funds in the amount of \$5,000 for Traffic Signal Modernization at IL 29 (2nd Street) and Koch Street. ACTION: Motion to adopt the Resolution. VOTE REQUIRED	MG	3
9.10 Ordinance No. 1462-A340-14/15 – Amending Title 8, Chapter 4, Section 1.D of the Code of the City of Pekin 1995 Regarding No Parking Schedule. DESCRIPTION: Recommendation of the Traffic Safety Committee to allow parking on Olt Avenue opposite Pekin Veterinary Clinic from 8:00 a.m. to 5:00 p.m. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	DG	2
9.11 Intergovernmental Agreement with Rankin Public School District No. 98 DESCRIPTION: Agreement with District No. 98 to provide bussing for students for a term from July 1, 2015 to June 30, 2018 for costs established in Exhibit “A” of the contract. ACTION: Motion to approve agreement. VOTE REQUIRED	TW	5
9.12 Lease Agreement for Buses. DESCRIPTION: Authorization to enter into a Lease Agreement with Midwest Transit Equipment for 3 buses in order to provide transportation services to Rankin Public School District No. 98. ACTION: Motion to accept the quote and enter into a lease agreement. VOTE REQUIRED	TW	5

9.13 Ordinance No. 2720-14/15 – Amending Title 3, Chapter 3, Section 9 of the Code of the City of Pekin 1995 Regarding Liquor Code. DESCRIPTION: Establishes provisions for video surveillance cameras on premises. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED		
9.14 Ordinance No. 2721-14/15 – Amending Title 3, Chapter 3, Section 6 of the Code of the City of Pekin 1995 Regarding “Sober Server Ordinance”. DESCRIPTION: Amends provisions in the Liquor Code by adding a section prohibiting a Licensee, agent, or employee to serve alcoholic beverages while under the influence of alcohol or controlled substance on premises. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED		
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Staff 10.2 Council # 10.3 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) 6. Sale or Lease of Property and 65 ILCS 120/2 (c) 1. Personnel		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG	Darin Girdler City Manager	TW	Ty Whitford Transportation Superintendent
MG	Michael Guerra City Engineer	SB	Sue Bosich Liquor Commission City Attorney

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, APRIL 11, 2015 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

**PRESENT: COUNCIL MEMBERS, GILLESPIE, GOLDEN, ORRICK, MCCABE, HENDRICKS
AND ABEL**

ABSENT: NONE

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

Roll was called. All members were physically present. A quorum was present.

AGENDA

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

MINUTES

Motion by Council Member Gillespie, seconded by Council Member Abel that the **minutes of the Regular City Council Meeting of March 23, 2015, Special Budget Work Sessions March 18, 2015, March 25, 2015 and March 30, 2015 be approved as written**. On roll call vote Ayes, Golden, Orrick, Gillespie, McCabe, Abel and Barra; Abstain, Hendricks. Motion Carried.

PUBLIC INPUT

Bob Bramham thanked the voters and congratulated Mark Luft and Michael Ritchason in winning the Council Member seat in the municipal elections. He voiced his opinion that the third member elected had served for previously for 8 years with no results in zoning changes. Mr. Bramham thanked Council Member Golden for his service.

Sally Johnson expressed her concern that it took 3 times to present a correct budget document. She hoped that the newly elected Council Members learn respect when the public expresses their opinions and that they no be afraid to say no. She asked that items of business that have questions from the public be postponed from vote until the following meeting. She felt the public was being taxed and fined to death. She hoped the new administration would make changes or she would move from the City of Pekin.

Ann Witzig stated she had reviewed the Annual Financial Statements ending April 30, 2014 and wondered if the audit was a good one. The auditor's report expressed "an unqualified opinion on the financial statements of the City of Pekin". Mayor Barra stated that James Warning of Willock, Warning & Co. was a CPA and clarified that his function was to state after review that the City funds were correct as shown.

CONSENT AGENDA

Motion by Council Member Gillespie, seconded by Council Member Hendricks 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: Human Rights Committee Minutes October 22, 2014, January 28, 2015 and February 25, 2015; Corrected Liquor Commission Minutes January 22, 2015; and Animal Control March Report.
7.2 Proclamations: "Parkinson's is the pits month" April 2015 "Stand Against Racism" April 24, 2015
7.3 Resolution No. 119-14/15 – A Resolution Regarding Minutes of Executive Session meetings of the City Council of the City of Pekin, Illinois.
7.4 Resolution No. 120-14/15 - Appointment of Robert Baughman to the Fire Pension Board for a three year term until the 3 rd Monday in April 2018.

On roll call vote Ayes. Orrick, Gillespie, McCabe, Abel, Hendricks and Barra; Present, Golden. Motion Carried.

COMMUNICATIONS, PETITIONS, REPORTS

A Public Hearing was opened by Mayor Barra at 5:45 p.m. for the purpose of considering and hearing testimony relative to the adoption of the Fiscal Year Budget May 1, 2015 through April 30, 2016. Bob Bramham expressed his concern that a contract with Golf Green was renewed. He questioned lots in the City were not paved. Ann Witzig voiced concern that the amount of the airport budget was in the red. She expressed displeasure with the garbage fee. No other comments were received. Mayor Barra closed the hearing at 5:52 p.m.

NEW BUSINESS

RESOLUTION NO. 121-14/15

ADOPTING THE FISCAL YEAR BUDGET MAY 1, 2015 THROUGH APRIL 30, 2016

Motion by Council Member Hendricks, second by Council Member Gillespie that Resolution No. 121-14/15 be adopted. City Manager Darin Girdler informed the Council that the budget was reviewed for several weeks in work session with time to ask questions. Staff did all possible to hold the line on spending and presented a balanced budget in the general fund which contained a \$1 million transfer from the bus department. Because the City was in good financial position, the budget contained a proposed \$2 million loan to purchase capital equipment. Council Members Gillespie, McCabe, Hendricks, Abel and Barra spoke in support of the budget. Council Member Orrick questioned how the budget was balanced when funds were borrowed from another fund. He asked for examples of where the spending was decreased. His concern that some personnel increases were more than 3% was addressed and was explained that personnel included insurance fluctuations year to year and benefits. He stated he had requested a line item report budget. He asked that Capital expenditures be put off until the end of the year.

Council Member Golden stated he could not figure how to read the budget. It was explained that the budget as presented listed revenues in parentheses. He commented that he had asked that descriptions be added to line items and that changes from the original budget noted. He saw no cuts or plans for Court Street. He did not think it worthy of a vote because it was such a rudimentary format. Mayor Barra explained the State Funds for Court would not be expended in the 2016 Budget. The mistakes in the first budget were due to the interface of the old software.

Council Member Orrick expressed his concern of balancing a budget with borrowed money or using bus funds. He suggested the \$2 million loan not be spent until the end of the year to better know what costs were. Council Member Hendricks expressed his opinion that borrowing for capital expenditures was the sound economic way to purchase equipment while interest rates were good.

On roll call vote, Ayes, Gillespie, McCabe, Abel, Hendricks, and Barra; Nays, Golden and Orrick. Motion Carried.

ORDINANCE NO. 2719-14/15

SPECIAL ORDINANCE AUTHORIZING THE CEDING OF PRIVATE BONDING AUTHORITY

Motion by Council Member Hendricks, seconded by Council Member Orrick that Ordinance No. 2719-14/15 be adopted. Council was advised the ordinance provided for the transfer of the City of Pekin's unused allocation of volume cap to be utilized with the Tri-County River Valley Development Authority (TRVDA) to support projects that will create jobs and expand the City's tax base. Council Member Golden expressed his concern of the use of the word "authorized" in Section 2 of the ordinance. He was concerned that there were no examples of job opportunities in the community from the program. On roll call vote, Ayes, Orrick, Gillespie, McCabe, Abel, Hendricks, and Barra; Nay, Golden. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members spoke of the results of the General Election, expressed congratulations and thanked the voters. Spruce Up Pekin Event was announced. The community was encouraged to take advantage of the opportunity to get rid of unwanted large items to avoid the \$20 fee associated with curbside collection. The status of the house on Mall Road was asked and it was noted a boat was housed on the premises. Staff was made aware that the debris at the riverfront needed to be addressed. Council Member Abel suggested including the City parking lots when considering maintenance of streets. Council Member Golden asked that expenses be cut and money be saved for the Court Street project.

No further business to come before the Council, motion by Council Member Hendricks, seconded by Council Member McCabe that Council adjourn. Motion carried voice vote. Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 6:30 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
APRIL 3, 2015 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Darin Girdler, Kurt Nelson, Jim Kaminski, Mike Guerra, Bob Shaw, Will Taylor.
Also present: Bill Scarcliff, Lee Ann Wrhel.

The meeting was called to order at 8:35 a.m.

Motion by Mike Guerra to approve the agenda, seconded by Kurt Nelson. All in favor.

Motion by Jim Kaminski to approve the February 6, 2015 meeting minutes, seconded by Will Taylor. All in favor.

Old Business:

1. On Street Parking Request – Olt Avenue

Tammy Jess, Pekin Veterinary Clinic, 21 Olt Ave., 346-1375 attended this meeting to follow up with the discussion from the last meeting. She reported that Pekin Hospital had previously approached Kmart about the fence at the edge of their parking lot. Kmart corporate is not willing to make any changes to the fence. Will made a motion to make a recommendation to City Council to allow parking for four vehicles on Olt Avenue in front of Pekin Veterinary Clinic on the opposite side of the street from their business from 8:00 a.m. to 5:00 p.m. Kurt seconded the motion. All in favor.

New Business:

1. Speed Limit Signs – Snow Route Through Sunset Hills

The committee received a request from Gene Waller, 2012 Sierra Drive, 620-4758. He asked for speed limit signs along the entire emergency snow route through Sunset Hills. He is concerned with people speeding. Mike made a motion to leave the area as is. Jim seconded the motion. All in favor.

2. Deaf Child Sign Request – Susan Hope Drive

The committee received a request from Michelle Maple, 2004 Susan Hope Drive, asking for a deaf child sign in her neighborhood. She has a deaf four year old. Kurt made a motion to approve this request contingent on receiving a letter from the doctor verifying the condition. The signs will be placed at Susan Hope and Alexandra Way, both directions. Will seconded the motion. All in favor.

3. Handicapped Sign Removal Request – 318 S. Capitol

The resident who lives at this address made a request to have the handicapped sign removed because she indicated that the person who requested it (who lives across the street) no longer drives. We have not received a request from the person who had originally made the request. Will made a motion to leave this as is. Kurt seconded the motion. All in favor.

4. Stop Sign Requests – S. 13th Street from Park Ave. to Derby St.

Debra Thome, 1003 S. 13th Street, 267-8681 made a request for consideration of stop signs on S. 13th Street at the two streets that intersect it between Park Avenue and Derby Street. Jim stated that the speed spy will be installed in these locations to collect data regarding the traffic in this area. Will stated he will monitor this area and report his findings. This item will be on the next meeting agenda to review the data from the speed spy and Will's findings.

5. Audible Crosswalk Signal Lights – 14th St. & Court St. and 14th St. & Broadway

The committee received a request from Shana Brown, 1707 Jessica Ct., 620-8022. She and her husband are blind and they are concerned about trying to cross these intersections. She asked about audible crosswalk signal lights. It was noted that the crosswalk at 14th St. and Broadway beeps for a short time. Mike will contact the citizen and will check into this matter further.

Around the Table

Ron Mayeur wasn't at the meeting but he sent an email regarding his concerns about the pizza sign people for Papa Murphy's and Little Caesar's who stand on the sidewalk. There was discussion and it was noted that they are on the sidewalk the same as any other pedestrians.

Before the meeting this morning, Sgt. VonRohr received a phone call from Mr. & Mrs. Rigdon, 803 Charlotte, requesting a Slow Children Playing sign in the 800 block of Charlotte St. They indicated that there are a number of children that live across the street from them. It was noted that these signs are no longer being put up for liability reasons. A letter will be sent to them along with the IDOT document explaining why these signs are no longer being installed.

Ron Knautz attended the meeting on behalf of the Planning Commission regarding the on street parking issue. It was noted that their proposal very closely mirrors the one put together by this committee. At the present time, the proposals are being held awaiting further direction from City Council.

Will asked about the process for renewal of the appointment of the citizen representative for the committee. These appointments are made by the mayor.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING MAY 1, 2015 @ 8:30 A.M.



**LIQUOR COMMISSION MINUTES
THURSDAY, MARCH 26, 2015 AT 4:00 P.M.
CITY HALL CONFERENCE ROOM
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Deputy Liquor Commissioner VonRohr called the meeting to order at 4:00 p.m.

PLEDGE of ALLEGIANCE led by Liquor Commissioner Barra.

ROLL CALL

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

Also present: Attorney Sue Bosich – Corporation Counsel and City Clerk Sue E. McMillan.

APPROVAL OF AGENDA

Motion made by Commission Member Buster Hanley to approve the Agenda for March 26, 2015, seconded by Liquor Commissioner Barra. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF LIQUOR COMMISSION MINUTES

Motion made by Liquor Commissioner Barra to approve the January 22, 2015 liquor commission minutes, seconded by Liquor Commission Member Vonderheide. On roll call vote all present voted Aye. Motion carried.

NEW BUSINESS

**KOELLNER ENTERPRISES 2, LLC DBA ANNIE'S II
CHRIS SMITH
523 PARKWAY DRIVE
PEKIN, IL 61554**

Discussion: Deputy Liquor Commissioner VonRohr stated they would need Inspections Department, Fire Department and the Police Department walk-thru's and have a land-line (phone) in the business before a liquor license can be issued. Asked the time frame she was looking at opening. Chris thought they could be ready to open in a few weeks. She will call the departments needed to schedule a final walk-thru. Chris will need to fill out the rest of the liquor application to add the Manager Kevin Wood and also provide any other liquor licenses by any State. Deputy Liquor Commissioner VonRohr tabled the new application for a new liquor license until the April 23rd, 2015 Liquor Commission meeting.

**CORNSTAR, INC. DBA THE HIGH NOTE
CHAD BALL
431 ½ COURT STREET
PEKIN, ILLINOIS 61554**

Discussion: Liquor Commissioner Barra asked about the unpaid fee's to the City. Attorney Bosich stated Mr. Ball was not on the previous liquor license and would not be responsible to pay those fee's and this would not

interfer with this new application. Chad was asked what his legal name is, since his lease stated he had two last names. Chad stated his legal name was Chad Ball. Deputy Liquor Commissioner stated that Mr. Ball would have to have final walk-thru's with the Inspections, Police and Fire Departments before a liquor license could be issued. Mr. Ball also provided a new lease, with the corrections on his last name.

Attorney Bosich stated that there were issues with this new application. Mr. Ball and his wife, the previous owner are going through a divorce. That liquor license is valid until April 30, 2015. Attorney Bosich had written up a form for her to come in and sign stating she no longer owned the bar. Attorney Bosich was informed by her office that she refused to sign that form. Attorney Bosich stepped out from the meeting at 4:15pm to call her office to find out why she did not want to sign the form. Attorney Bosich feels this would be a liability to the City if two liquor licenses were issued for the same address.

Liquor Commissioner Barra made a motion to table the new liquor license application until the next meeting on Thursday, April 23, 2015, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion carried.

**ALDI'S
MICHELLE POMBER, DISTRICT MANAGER
3475 COURT STREET
PEKIN, IL 61554**

Discussion: Michelle asked if there was anything more that Aldi's could do to make this happen; where they can sell beer and wine at their Pekin location. She stated they would use approximately 48 sq. ft of space, have their own cash register and also restrict the area where sold. Michelle also stated there would be no name brand beers and wines sold.

Liquor Commissioner Barra asked Michelle if Aldi's Corporation could speak with the land owner of the building to see if they can conform to our Liquor Code. The Liquor Commission would have to recommend to City Council a change in the code for this to happen. The Liquor Commission will not recommend the change in the Code and no further discussions at this time.

PUBLIC INPUT/COMMENTS/QUESTIONS

There was no one present for Public Comments.

ANY OTHER BUSINESS

There was no further business. Liquor Commission Member Vonderheide made a motion to adjourn, seconded by Deputy Chief Don Baxter. On roll call vote all present voted Aye. Motion carried.

Meeting adjourned at 4:36 P.M.

Next Regular Meeting Thursday, April 23 at 4:00 P.M.

Respectfully submitted
Paula Gensel

WHEREAS, in recognition of many years of unselfish human services by the many Pekin AMBUCS; and

WHEREAS, AMBUCS have helped the Boys and Girls Club of Pekin, YWCA, AMBUCS Good Bears, Schramm Educational School, American Diabetes Association, PCHS After Prom Excitement, Christian Civic Outreach, Shade Youth Camp, Illinois River Valley Special Recreation, House of Hope and the Salvation Army, and other local charities in the past and will continue that support in the future; and

WHEREAS, AMBUCS have helped the handicapped children through Illinois River Valley Special Recreational Association; and

WHEREAS, AMBUCS through Living Endowment, Inc. have been able to help thousands of students complete their education in a field of therapy by their national sponsorship of "Scholarships for Therapists"; and

WHEREAS, the partnership of the community and members of the AMBUCS Chapter of Pekin are working together living up to the principles of "Americanism, Brotherhood and Character" in their unselfish gifts of service to others;

NOW, THEREFORE, BE IT RESOLVED that I, LAURIE L. BARRA, Mayor of the City of Pekin, Tazewell County, Illinois, in recognition of this, do hereby proclaim May 1st, 2015, as

"AMBUCS CHARITY AUCTION"

in the City of Pekin, Tazewell County, Illinois, to commemorate the activities of the Pekin Chapter of AMBUCS and urge all our citizens to support the Annual Charity Auction on Friday, May 1st, 2015.

ADOPTED, this 27th day of April, in the Year of Our Lord, Two Thousand and Fifteen.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

***WHEREAS,** The purpose of the Pekin Community High School Dragon Pride school-wide student recognition event is to provide Pekin High School students the opportunity to showcase to the community their accomplishments in various classroom activities; and*

***WHEREAS,** In addition, selected students from the various academic departments will be honored for their outstanding accomplishments; and*

***WHEREAS,** The faculty and administration of Pekin Community High School believe that the public should have the opportunity to be more aware of the quality and variety of activities performed by our high school students; and*

***WHEREAS,** The Dragon Pride event is just such an opportunity; and*

***NOW, THEREFORE, BE IT RESOLVED,** that I LAURIE L. BARRA, Mayor of the City of Pekin, do hereby proclaim the week of April 27th, 2015 to be*

"DRAGON PRIDE WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all citizens to participate on Dragon Pride night, held on Wednesday, April 29th, 2015 from 6:00 to 8:00PM in the Hawkins gymnasium. The public is cordially invited to attend.

***ADOPTED,** this 27th day of April, in the Year of Our Lord, Two Thousand and Fifteen.*

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Pekin Planning Commission Minutes

April 8, 2015

5:30pm

Present:

Daryl Dagit

Ron Knautz

Jim Jones

Don Hild, Vice Chairman

Bill Craig, Chairman

Chris Deverman

James Ruth

Absent:

Erik Reader

Steve Thompson

Chairman, Bill Craig led the pledge of allegiance.

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

Staff Present: Attorney Scott Kriegsman and Ron Sieh

Chairman, Bill Craig asked for the approval of the Agenda as presented.

MOTION by Ron Knautz, Seconded by Daryl Dagit to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman, Bill Craig asked for the approval of the February 11, 2015 minutes.

MOTION by Chris Deverman, Seconded by Daryl Dagit to Approve the minutes for the February 11, 2015 as presented. On roll call vote, 6(Six) present voted **AYE**. 1(One) Don Hild present **ABSTAINED**. **MOTION APPROVED**.

City Council Action Report:

City Council Meeting on March 9, 2015-

Received and Filed the Minutes from February 11, 2015 meeting.

Also Received and Filed Hearing #02-1888 / The recommendation that the

Infrastructures (Street Lights) be installed and working as

Approved by the previous Council for Gingoteague Subdivision #5 located on Remington Road.

PPC Correspondence: None

Application #1: Mitchell O'Shaughnessy, Dreamscapes Landscaping LLC

Hearing #1 (04-1889 & 04-1890): Site Plan and Special use for a Hoop House with the Legal Description as Sec 35 T25N R5W Pekin Original Town Pt Lots 9 & 10 Blk 74 SW ¼ located at 425 Ann Eliza Street in Tazewell County, Illinois.

Open Public Hearing: 5:34pm

Mitchell O'Shaughnessy, Tremont was present and stated he has installed a 22 x 50 hoop house that has a tarp covering and is 9' in height for plant storage. His plans are to move his bulk storage off of the site as soon as space becomes available at another location. Explained that his business has expanded and is growing which enabled him to complete the covering of his bulk storage from a previous special use request.

Bill Craig, Chairman gave a lengthy lecture to Mitchell for not completing his request in a timely manner.

Close Public Hearing: 5:36pm

Site Plan Review Committee:
Don Hild, Chairman

MOTION by Don Hild, Seconded by Chris Deverman recommended to Approve the Site Plan with the stipulation that a corrected Site Plan showing the true location of all storage on the property be presented to Staff before the Hearing goes before the City Council for review. On roll call vote, 5 (Five) present voted AYE. 2(Two) present voted NAY. MOTION APPROVED.

Special Use Review Committee:
Jim Jones, Chairman

MOTION by Jim Jones, Seconded by Daryl Dagit recommended to Approve the Special Use for a Hoop House for plants to help out a small businessman located at 425 Ann Eliza Street to the City Council. On roll call vote, All present voted AYE. MOTION APPROVED.

Jeff Blackwell, Tenant

Hearing #2 (04-1891): Site Plan for parking with an existing Special Use for Used Car Sales with a Legal Description as Original Town SE ¼ Sec 34 Lots 09-11-12 and 13 Blk 49 located at 201 N Capitol Street in Tazewell County, Illinois.

Open Public Hearing: 5:48pm

Jeff Blackwell was present and stated his case by diminishing any thoughts that the business will be anything other than a Used Car Lot with possible detailing(cleaning) on the inside of the building only.

The Commission stated the dumpster area is required to be screened from Public view.

Close Public Hearing: 5:53pm

Site Plan Review Committee:
Don Hild, Chairman

MOTION by Don Hild, Seconded by Chris Deverman recommended to Approve the Site Plan for parking as presented for the Used Car Lot located at 201 N

Capitol Street to the City Council. On roll call vote, All present voted
AYE. MOTION APPROVED.

Michael Cochran, Engineer & Representative of Unique Homes

Hearing #3 (04-1892 & 04-1893): Site Plan and Special use for an Assisted Living Facility located on Windstar Lane in Tazewell County, Illinois.

Open Public Hearing: 6:02pm

Michael Cochran, Dunlap and Chad Phillips stated their case and the two tier plan for Phase I and then later for Phase II due to rezoning requirements. They remained for questions and shared folders regarding facilities owned by their company.

Close Public Hearing: 6:08pm

Site Plan Review Committee:
Don Hild, Chairman

MOTION by Don Hild, Seconded by Jim Jones recommended to Approve the Site Plan for Phase I only for the Assisted Living Facility located on Windstar since it meets code to the City Council. On roll call vote, All present voted **AYE. MOTION APPROVED.**

Special Use Review Committee:
Jim Jones, Chairman

MOTION by Jim Jones, Seconded by James Ruth recommended to Approve the Special Use for Phase I only for the Assisted Living Facility located on Windstar to the City Council. On roll call vote, All present voted **AYE. MOTION APPROVED.**

Informal:

Darin Girdler/Austin Grant: Tower Construction Costs

Austin Grant, 2419 Willow Street referred to Sec 13 Title 9 of the code and stated his case as to why the cost should be lowered or diminished for a Ham Radio Communication Tower.

Bill Craig, Chairman stated that due to the nature of his statements and questions the commission advised he speak with the City Attorney before addressing the commission.

Ron Sieh: Impervious Surfaces

Proposed State requirements for Storm Water New Construction is going to require the treatment of rain water, the runoff going into the sewer system will need to be treated. The code regarding impervious surfaces will need to be adapted to meet future State requirements.

Bill Craig, Chairman asked for a motion to Adjourn the meeting.

MOTION by Ron Knautz, Seconded by Daryl Dagit to Adjourn the meeting. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Meeting adjourned at 7:45PM

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
April 8, 2015

HEARING # 04-1889

The Pekin Planning Commission gives the recommendation that the Site Plan be Approved with the stipulation that a corrected Site Plan showing the true location of all storage on the property be presented to Staff before the Hearing goes before the City Council for review located at 425 Ann Eliza Street in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman

Tally of Votes:

AYE - (5)

NAY - (2)

ABSTAIN -

ABSENT -

No Vote Taken -

Pekin Planning Commission
April 8, 2015

HEARING # 04-1890

The Pekin Planning Commission gives the recommendation that the Special Use for a Hoop House be Approved to help out a small business man located at 425 Ann Eliza Street in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman

Tally of Votes:

AYE - (7)

NAY -

ABSTAIN -

ABSENT -

No Vote Taken -

Pekin Planning Commission
April 8, 2015

HEARING # 04-1891

The Pekin Planning Commission gives the recommendation that the Site Plan be Approved for parking as presented for a Used Car Lot with an existing Special Use for Used Car Sales located at 201 N Capitol Street in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman

Tally of Votes:

AYE - (7)

NAY -

ABSTAIN -

ABSENT -

No Vote Taken -

Pekin Planning Commission
April 8, 2015

HEARING # 04-1892 & 04-1893

The Pekin Planning Commission gives the recommendation that the Site Plan & Special Use be Approved for Phase I Only for the Assisted Living Facility since it meets the code located on Windstar in Tazewell County, Illinois to the Pekin City Council.

Bill Craig, Chairman

Don Hild, Vice-Chairman

Tally of Votes:

AYE - (7)

NAY -

ABSTAIN -

ABSENT -

No Vote Taken -



REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Site Plan and Expansion of Special-use for Hoop house located at 425 Ann Eliza Street

AGENDA DATE REQUESTED: April 27, 2015

ACTION REQUESTED: Recommendation to approve modified site plan and expansion of special-use for hoop house addition.

BACKGROUND: Council approved the original special-use and site plan on March 26, 2012. Due to space and storage constraints the Owner feels with his growing business this site would be best used for retail and the new location once it is completed will be used for the bulk materials.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The expansion of the existing business into the retail market.

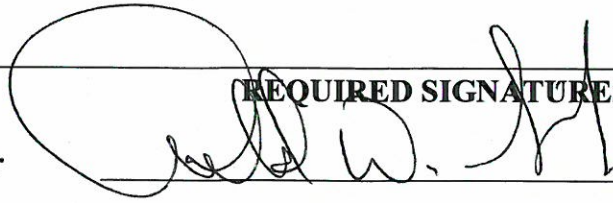
IMPACT IF DENIED: Find an alternative location.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government

REQUIRED SIGNATURES

Department Director



4/16/2015
Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

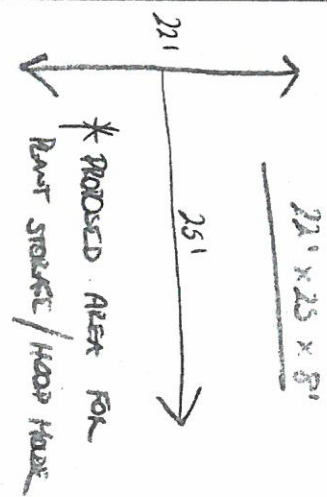
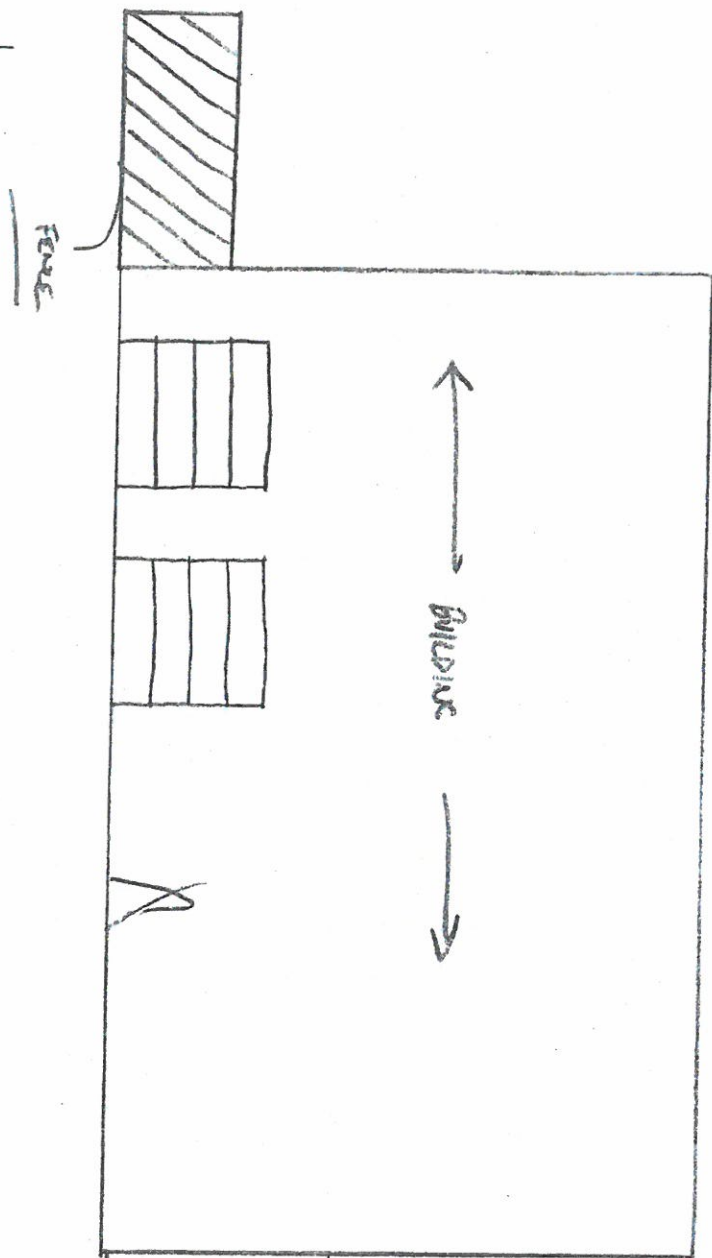
(Certification of Review)

Date

City Manager

Date

SITE PLAN 2016
 FOR DISPOSED LANDSCAPING LLC
 425 AND ELLER
 REID IN 61554
 1/8" = 1'-0" N/A



BULK MATERIAL

BULK MATERIAL

BULK MATERIAL

Hearing # 04-18892-04-18892

DREAMSCAPED LANDSCAPING LLC
MITCHELL R. O'DONAGHNESSY
425 ANN ELIZA - PERLIN
SITE PLAN 4/15/15

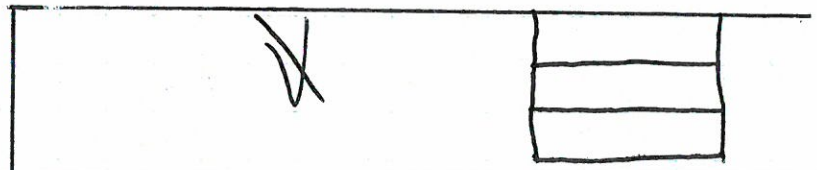
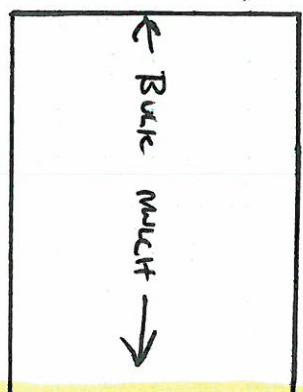
← ANN ELIZA

N
↓

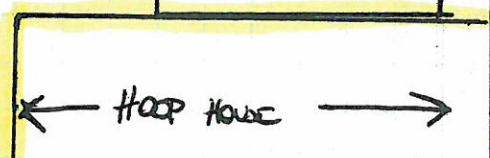
LIT SIGN

New site plan
4/16/2015

↑
STH
↓



← BUILDING →





REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Site Plan and Special Use for a Used Automobile Sales Business

AGENDA DATE REQUESTED: April 27, 2015

ACTION REQUESTED: Recommendation to approve site plan and special-use

BACKGROUND: The old dealership building located at 201 N. Capitol Street has been closed for business many years and the City had previously approved a repair shop that re-located across the river. Now the property has been leased again pending approval of the special use and site plan for a used car lot.

FINANCIAL IMPACT: Steady or a possible increase in sales tax revenue.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The existing building and property will be maintained and will not be setting empty.

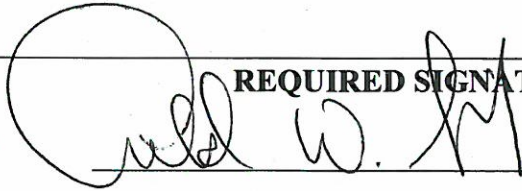
IMPACT IF DENIED: Building will possibly set empty until another business leases the property, but with the size of the existing building the uses will be very limited.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government.

REQUIRED SIGNATURES

Department Director



4/16/2015
Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

Hearing # 04-1891



20 To 30
Vehicles

201 N Capitol



REQUEST FOR COUNCIL ACTION

To: Mayor/ Council

CC: City Manager/ City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: Site Plan and Special-Use for an Assisted Living Facility located at the N.E corner of S. 14th & Vista Grande Drive

AGENDA DATE REQUESTED: April 27, 2015

ACTION REQUESTED: Recommendation to approve the site plan and special-use for Phase 1 of a new proposed Assisted Living Facility.

BACKGROUND: The developers for the Villas of Holly Brook are proposing to build an assisted living facility on a 5.8 acre tract of land adjacent and south of the Grand Victorian and west of the Pekin Villas. The group has constructed the same type of facility in Washington and Morton. This area also has the John Evans and Pekin Manor facilities in operation within ½ mile of the site.

FINANCIAL IMPACT: None to the City of Pekin

NEIGHBORHOOD CONCERNS: None, already zoned for this type of facility.

IMPACT IF APPROVED: Increased tax revenue and additional living units for the aging population.

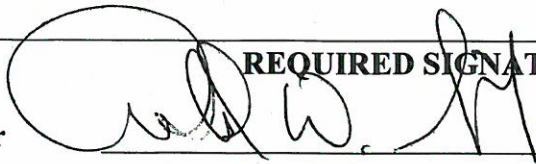
IMPACT IF DENIED: Find another location.

ALTERNATIVES: Find another location.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government

REQUIRED SIGNATURES

Department Director



4/16/2015
Date

Finance Department

(Certification of Availability of Funds)

Date

Corporation Counsel

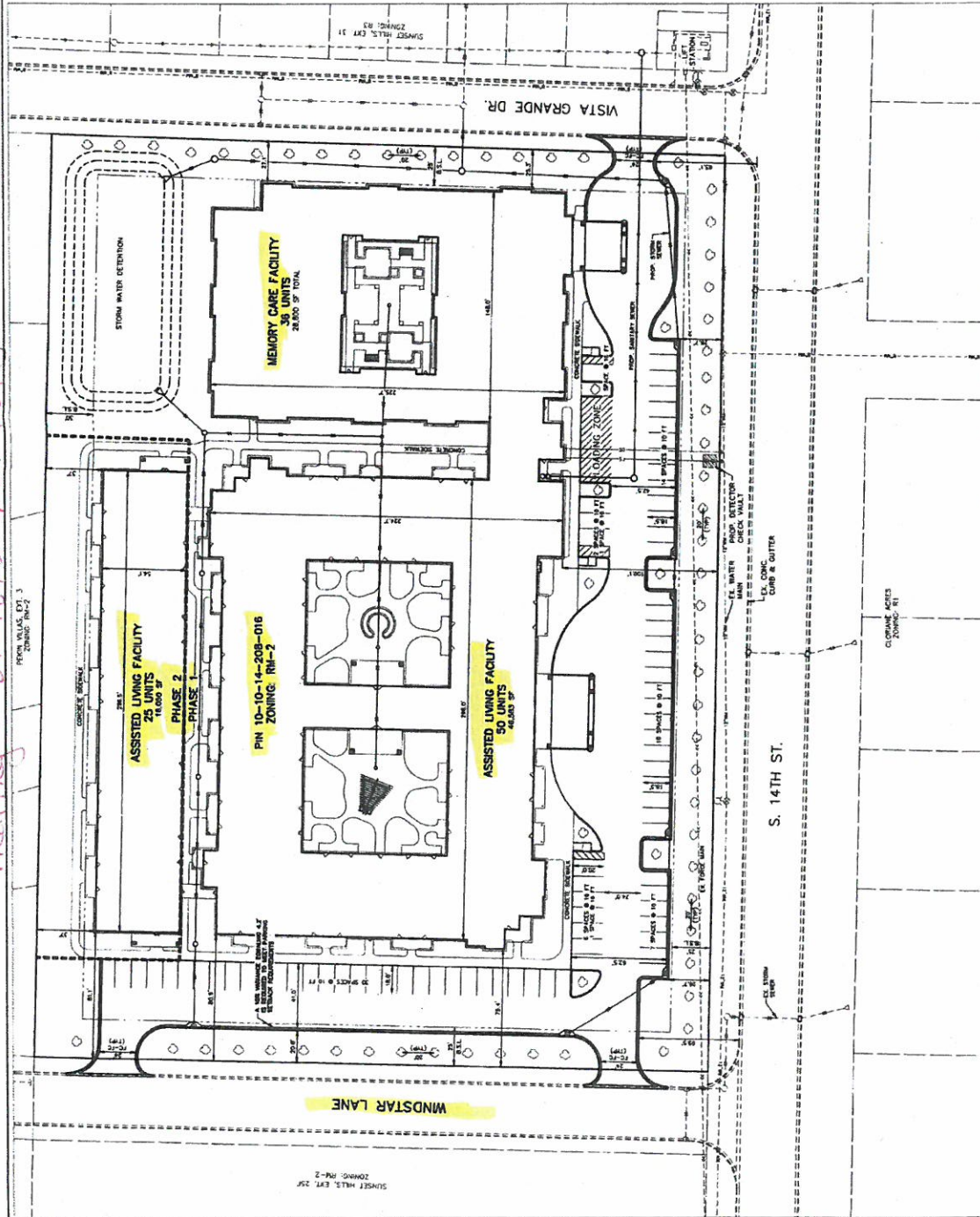
(Certification of Review)

Date

City Manager

Date

Hearing # 04-1892 & 04-1893



LEGEND

- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED DOMESTIC SERVICE
- PROPOSED FIRE SERVICE
- EXISTING SANITARY SEWER
- EXISTING FORCE MAIN
- EXISTING STORM SEWER
- EXISTING WATER MAIN

PARKING REQUIREMENTS

REQUIRED	PROVIDED
30 UNIT MEMORY CARE FACILITY	1 PER 1 UNIT
8 PER 1 UNIT	12 SPACES
50 UNIT ASSISTED LIVING FACILITY	1 PER 1 UNIT
8 PER 1 UNIT	17 SPACES
25 UNIT ASSISTED LIVING FACILITY	1 PER 1 UNIT
8 PER 1 UNIT	8 SPACES
3 ADDITIONAL EMPLOYEES	12 SPACES
	55 SPACES

LOT COVERAGE REQUIREMENTS

REQUIREMENTS MAY VARY BY JURISDICTION OF THE LOT AREA

TOTAL LOT AREA = 253,601 SF

MAXIMUM ALLOWABLE BUILDING COVERAGE (25% OF TOTAL LOT AREA) = 63,400 SF

TOTAL PROPOSED BUILDINGS = 84,433 SF

PROPOSED BUILDING PHASE 1 = 75,383 SF (REQUIRES 10% VARIANCE)

PROPOSED BUILDING PHASE 2 = 16,050 SF (REQUIRES ADDITIONAL 25% VARIANCE)

REQUIRED VARIANCE = 28,053 SF OR 44% OF THE MAXIMUM ALLOWABLE COVERAGE

LANDSCAPE REQUIREMENTS

ALL PARKING OR PERIMETER AREAS WITH A WIDTH OF FIVE (5) FEET OR MORE AND ADJACENT PUBLIC ROADS OR ANY SHALL HAVE ONE (1) TREE PLANTED EVERY TWENTY (20) TO THIRTY (30) LINEAL FEET OF PERIMETER OR PARKING SPACES. A PORTION OF LANDSCAPING SHALL CONSIST OF SHADE TREES OR OTHER VEGETATION PLANTED IN CURBED ISLANDS WITHIN THE INTERIOR OF THE PARKING LOT.

GENERAL NOTES

AREA OF SITE = 3.0 ACRES (131,601 SF)

ZONING: RM-2, MULTI-FAMILY RESIDENTIAL

PARCEL ID: 10-10-14-208-016

DEVELOPER: UNCLE HOMER & LUMBER, INC.

CHARLESTON, S.C. 29405

ENGINEER: AUSTIN ENGINEERING CO., INC.

CHARLESTON, S.C. 29405

THE LOT LINES AND DIMENSIONS SHOWN ARE PRELIMINARY LAYOUT HAVE BEEN SCALED FROM AVAILABLE US MAPS AND ARE NOT GUARANTEED.

PRELIMINARY SITE LAYOUT

THE VILLAS OF HOLLY BROOK
PHASE 1 & 2
UNCLHOMER & LUMBER, INC.
CHARLESTON, S.C. 29405

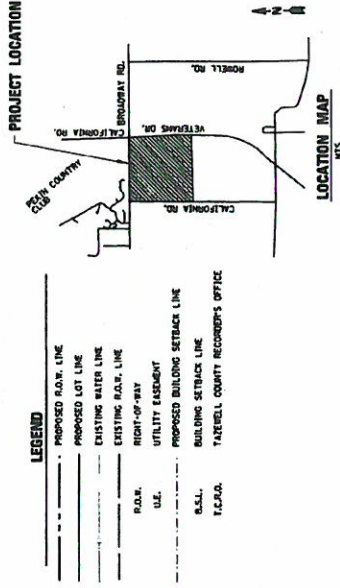
AUSTIN ENGINEERING CO., INC.
CHARLESTON, S.C. 29405

DATE: 3-27-15

SCALE: 1" = 30'

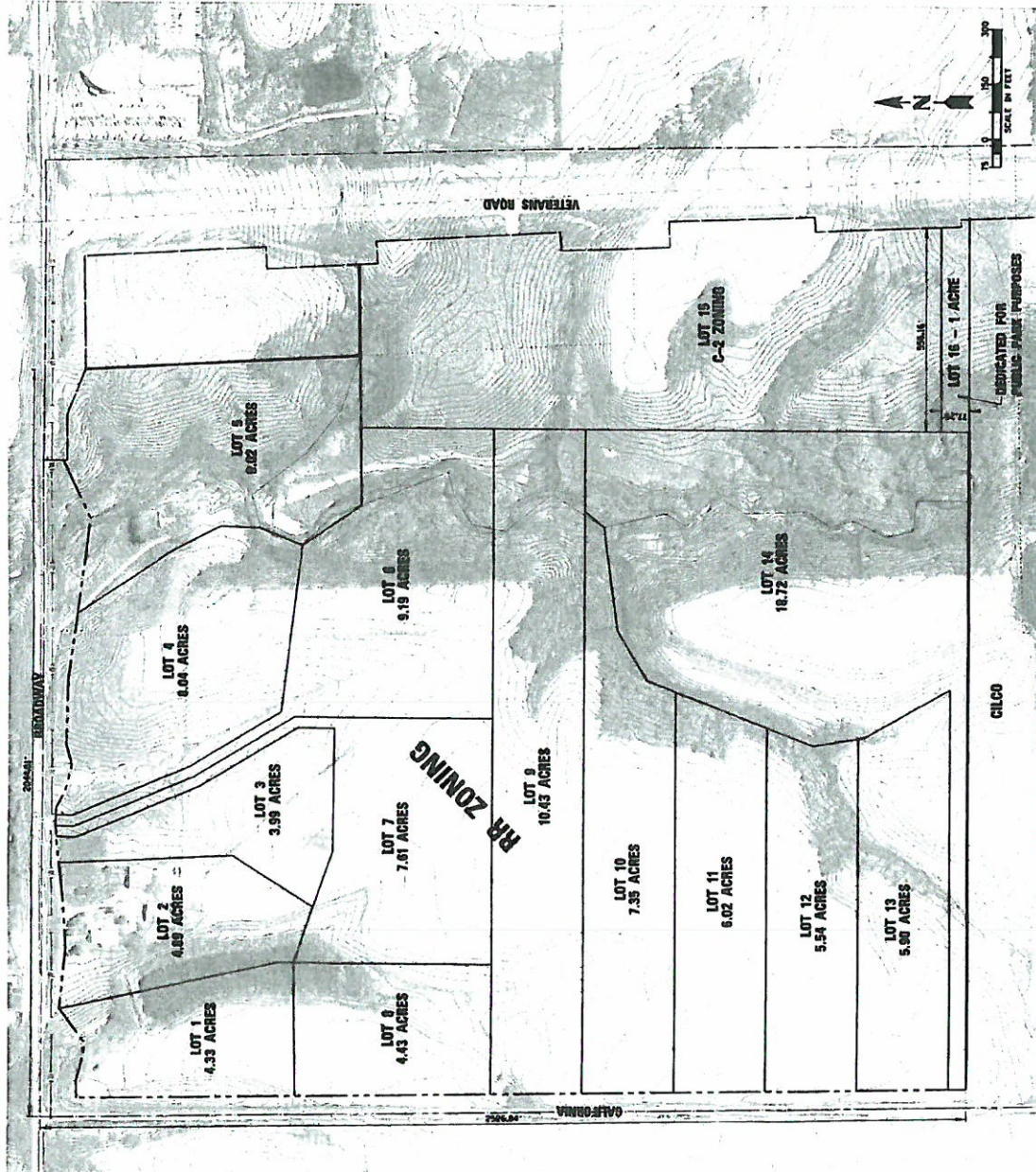
7-15-04

PRELIMINARY PLAT FOR ESTATES AT LAKEVIEW SUBDIVISION



GENERAL NOTES

1. OWNER: LAKEVIEW ESTATES AT LAKEVIEW, LTD. PROJECT NO. 10001-142-0017
2. ENGINEER: CHRISTOPHER B. BURKE ENGINEERING, LTD. 200 N. LAKEVIEW AVENUE, SUITE 201, P.O. BOX 11000, LAKEVIEW, ILLINOIS 61202
3. DATE: 9/13/2009
4. PROPERTY IS CURRENTLY ZONED AS WEST OF CREEK AND IS ZONED C-2, EAST OF THE CREEK, LOCATED IN ELK GROVE TOWNSHIP
5. IF UTILITY EASEMENTS SHALL BE PROVIDED ON FRONT LOT LINE, A UTILITY EASEMENT SHALL BE PROVIDED ON SIDE AND REAR LOT LINES.
6. BUILDING SETBACK LINE SHALL BE 25'.
7. ALL BUILDINGS SHALL BE PROVIDED WITH SUFFICIENT WATER AND SEWER CONNECTIONS TO THE WATER CONVEYANCE.
8. RESIDENTIAL LOTS TO HAVE SEWER SYSTEMS IN ACCORDANCE WITH THE CITY OF PEKIN SANITARY CODE.
9. CONTOURS ARE BASED ON CITY OF PEKIN AERIAL PHOTOGRAPHS.
10. THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE C, PER THE CITY OF PEKIN ZONING ORDINANCE, CHAPTER 10, ARTICLE 1, SECTION 2, WHICH PROVIDES THAT THE CITY OF PEKIN ZONING ORDINANCE, CHAPTER 10, ARTICLE 1, SECTION 2, DOES NOT APPLY TO THIS PROPERTY.



CLIENT: CHRISTOPHER B. BURKE ENGINEERING LTD. 200 N. LAKEVIEW AVENUE, SUITE 201 PEKIN, ILLINOIS 61202 (815) 678-0000 Design Firm Registration # 104-001175		CLIENT: MILLER/GLASLEY GROUP		TITLE: ESTATES AT LAKEVIEW PRELIMINARY PLAT	
DATE: 9/13/2009 FILE NAME: P:\07075\CHN\21-09\PP		DATE: 9/13/2009 FILE NAME: P:\07075\CHN\21-09\PP		PROJECT NO.: 10001-142-0017 SHEET OF: 1 DRAWING NO.:	

Hearing #04-1892 & 04-1893

EXHIBIT "A"
Legal Description

The land referred to in this Commitment is described as follows:

A part of Lot 1 of SUNSET HILLS EXT NO 25, a Subdivision in the City of Pekin as shown by plat recorded in Plat Book MM page 205 more particularly described as follows: Beginning at the Southwest corner of Windstar Lane as dedicated in said Sunset Hills Ext No 25 said Southwest corner being a point on the East Line of said Lot 1: From said Point of Beginning thence North 88 degrees 40 minutes 33 seconds West a distance of 430.00 feet to a point on the West line of said Lot 1 thence South 1 degree 19 minutes 27 seconds West along the West line of Lot 1 to the Southwest corner of said Lot 1 thence South 88 degrees 06 minutes 02 seconds East a distance of 430.02 feet to the Southeast corner of said Lot 1 thence North 1 degree 19 minutes 27 seconds East a distance of 591.93 more or less to the Point of Beginning Except any interest in the Coal Oil Gas and other minerals underlying the land which have been theretofore conveyed or reserved in prior conveyances and all rights and easements in favor of the estate of said Coal Oil Gas and other minerals if any Also excepting therefrom any part taken or used for roadway purposes situated in Tazewell County, Illinois.

Tax Parcel No. 10-10-14-208-016 aka Windstar Lane, Pekin



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 Maurer-Stutz for the Construction Engineering Services of Sheridan Road Bridge over Lick Creek Replacement

AGENDA DATE REQUESTED: April 27, 2015

ACTION REQUESTED: To approve the amended Construction Engineering Services Agreement with Maurer-Stutz for the construction inspection of Sheridan Road Bridge over Lick Creek Replacement for an additional \$16,500.

DESCRIPTION: The City Council approved an engineering agreement with Maurer-Stutz to provide the construction inspection for Sheridan Road Bridge replacement February 20, 2014. They provided the construction oversight and inspection to ensure that the bridge was built to proper specifications and that proper IDOT documentation was completed. This agreement was an hourly agreement in which the City was billed for hours worked overseeing the jobsite and was estimated based off the proposed construction schedule with the construction completion date by the end of August. However the contractor did not complete the project by the contract date requiring additional days of construction oversight by Maurer-Stutz. Based on the original contract with Maurer-Stutz this is allowable however IDOT wishes to have an amended agreement for record keeping for future Motor Fuel Tax Fund audits. This amendment is only for the additional hours that were needed to finish the project.

This cost of these services are offset by the liquidated damages that were charged against the contractor for not meeting the contract completion date. The total amount of liquidated damages charged was \$23,575 for this project. The reason liquidated damages are charged is to cover the additional cost associated with not finishing the project including additional engineering services.

FINANCIAL IMPACT: \$16,500 from Motor Fuel Tax Fund

NEIGHBORHOOD CONCERNS: none.

IMPACT IF APPROVED: The agreement will reflect the actual amount of time Maurer-Stutz spent on construction oversight.

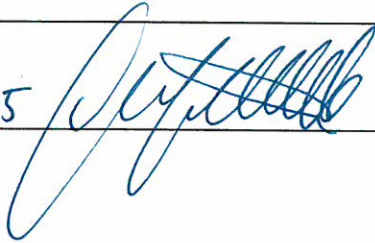
IMPACT IF DENIED: The agreement will not reflect the actual amount of time Maurer-Stutz spent on the construction oversight.

ALTERNATIVES: none

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

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

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

✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 4/20/15	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 04/20/15	



ENGINEERS SURVEYORS

March 3, 2015

Mr. Michael M. Guerra, P.E.
City Engineer
City of Pekin
111 S. Capitol Street
Pekin, Illinois 61554

Route: FAU 6759 (Sheridan Road)
Section: 07-00176-00-BR
County: Tazewell
Contract: 89496
MSI Job No.: 237-14003.00

Re.: Phase III Construction Resident Engineering

Dear Mr. Guerra:

We are writing in reference to our construction resident engineering efforts on the Sheridan Road Bridge replacement Project captioned above. Per the terms of our original agreement with the City, we provided continuous observation of the contractor's work for the duration of the project. As you know, the contractor was scheduled to have the roadway completed and opened to traffic by August 19, 2014. In actuality, the contractor continued working beyond the originally scheduled date and did not have the roadway opened to traffic until September 19, 2014. The project diary indicates that the contractor worked a total of 198 additional hours during this extended time period. As a result of these additional hours, our original estimate of 846 hours for our resident engineer was surpassed well before the completion of the project. With this correspondence we are requesting that an additional 150 resident engineering hours (at \$110/hour) be added to our scope. This would result in the total Phase III fee be adjusted upward an additional \$16,500 (from \$101,772 to \$118,272).

With the final adjusted contract amount of \$725,193.22, this would result in the Phase III fee being 16.3% of the construction cost which is very typical for an IDOT ICORS project of this size and complexity.

Please feel free to call me at 693-7615 if you would like to discuss any of these concerns or any more concerns you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Anderson", written over a horizontal line.

Rick Anderson
Transportation Manager
Maurer-Stutz, Inc.

Municipality City of Pekin	LOCAL AGENCY	 Illinois Department of Transportation Supplemental Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Maurer-Stutz
Township				Address 3116 N. Dries Ln, Ste 100
County				City Peoria
Section 07-00176-00-BR				State IL 61604

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Sheridan Road Route FAU 6759 Length 0.13 miles Structure No. 090-6089

Termini Structure Replacement over Lick Creek

Description

Additional construction observation for the structure replacement and roadway improvements on Sheridan Road over Lick Creek in the City of Pekin in Tazewell County (Contract # 89496).

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 improvement 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, Division 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.

NOTE Four copies to be submitted to the Regional Engineer

- 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 easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☐ Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. ☒ Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking 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. The 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. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 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 percentage 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	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. 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 paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a 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.

**Grade Classification
of Employee**

Hourly Rate

Principal Engineer	
Resident Construction Supervisor	\$110.00 *
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	

* 150 hrs for a total cost = \$16,500.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 10/1/2014. In event the services of the ENGINEER extend beyond 10/1/2014, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- 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 based on the above fee schedule and the approved estimate of cost.
 - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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 improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
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 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. 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.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the 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 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 the 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.

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

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:

Maurer-Stutz _____

3116 N. Dries Ln, Ste 100 _____

ATTEST:

Peoria, IL 61604 _____

By _____

Title:

Title:

Approved _____ Date Department of Transportation _____ Regional Engineer
--



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Supplemental Motor Fuel Tax Resolution for Sheridan Road Bridge Replacement Project

AGENDA DATE REQUESTED: April 27, 2015

ACTION REQUESTED: Approve a Supplemental Resolution for the expenditure of MFT Funds for the Construction Engineering Agreement for the Sheridan Road Bridge over Lick Creek Replacement project in the amount of \$13,272.00

DESCRIPTION: This is a supplemental resolution to the original resolution expending of MFT Funds for the construction engineering services on the Sheridan Road Bridge over Lick Creek Replacement. This resolution will allow the use of MFT funding to cover the additional cost of the construction engineering.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$13,272.00 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The additional cost will be covered by MFT Funds

IMPACT IF DENIED: The additional 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:

A handwritten signature in black ink, appearing to read "m. guerra", is written over a horizontal line.

Date: 4/20/15

Finance Department (Certification of Availability of Funds):

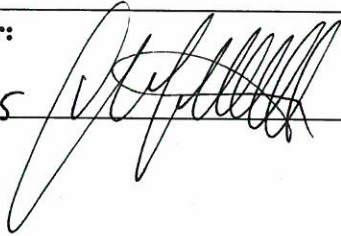
Date:

Corporation Counsel:

Date:

City Manager:

Date: 04/20/15

A large, stylized handwritten signature in black ink, likely belonging to the City Manager, is written over the signature line and extends into the date field.



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
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
Sheridan Road	FAU 6759	Over Lick Creek	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Construction Observation for structure replacement on Sheridan
Road over Lick Creek

and shall be constructed _____ wide

and be designated as Section 07-00176-00-BR

2. That there is hereby appropriated the (additional ☒ Yes ☐ No) sum of thirteen thousand two hundred
seventy two and 00/100 Dollars (\$13,272.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; 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 _____

Date

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

_____ day of _____

(SEAL)

City, Town, or Village Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Local Agency Agreement with IDOT

AGENDA DATE REQUESTED: April 27, 2015

ACTION REQUESTED: To approve the Local Agency Agreement for Signal Modernization at IL 29 and Koch Street

DESCRIPTION: This is an agreement with IDOT for traffic signal improvements located at IL 29 (2nd Street) and Koch Street which includes a new control cabinet, battery backup, inductive loop detectors, and additional LED signs. The traffic lights at this location is a shared maintenance cost location therefore IDOT needs the City concurrence for the project along with a 10% local share. The estimated cost for the City is \$5,520.00 utilizing Motor Fuel Tax funds.

This project will help ensure safe conditions to the motoring traffic and help maintain the free flow of the traffic with the modernization of this important traffic light. This traffic light is integrated with the railroad to help prevent conflicts between traffic so bringing the controls up to date reduces future maintenance cost and ensures its proper functioning.

Overall this location is part of a larger project for several traffic signal intersections in District 4 with IDOT coordinating the work. It is anticipated that the construction will take place later this summer.

I recommend that the agreement be approved.

FINANCIAL IMPACT: Estimated \$5,520.00 of MFT funding

NEIGHBORHOOD CONCERNS: Ensuring efficient and safe operation of traffic signals.

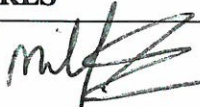
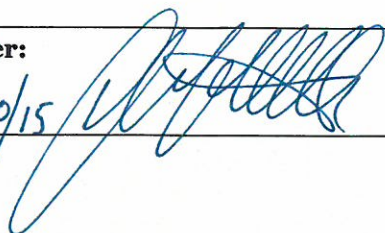
IMPACT IF APPROVED: The State will proceed with this location included their project

IMPACT IF DENIED: The State will remove this location from their project

ALTERNATIVES: Use 100% of City Funding for improvements

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:	4/20/15
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	04/20/15

Various Routes
Section: D4 Traffic Signals 2015
City Section: 15-00191-88-TL
Peoria and Tazewell Counties
Traffic Signal modernization at
IL 29 (2nd Street) and Koch Street
Job No. C-94-069-15
Contract No. 68C53
Catalog No.: 035260-00D
Agreement No.: JN-415-017

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2015, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF PEKIN, of the State of Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of modernizing traffic signals as shown in "Attachment 1" (attached hereto and made a part hereof), by installing new traffic signal controller cabinets, battery backup systems and railroad blank out signs at five intersections in Peoria and Tazewell Counties, including the intersection of IL Route 29 (2nd Street) and Koch Street in Pekin, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvements in that same will be of immediate benefit to the motoring and pedestrian public and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with plans, specifications and contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

<u>TYPE OF WORK</u>	<u>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Modernize Traffic Signals at:			
IL 29 (2 nd Street) and Koch Street	43,200 (90)	4,800 (10)	48,000
Preliminary Engineering (5%)	2,160 (90)	240 (10)	2,400
Construction Engineering (10%)	4,320 (90)	480 (10)	4,800
Remaining Construction	67,000 (100)	\$0	67,000
Preliminary Engineering (5%)	3,350 (100)	\$0	3,350
Construction Engineering (10%)	6,700 (100)	\$0	6,700
TOTALS	\$126,730	\$5,520	\$132,250

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signal items shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2015 budget sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans specifications, by resolution or letter.
6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance and electrical energy responsibilities for the traffic signals at the intersection of IL Route 29 (2nd Street) and Koch Street in accordance with the existing master agreement executed on July 1, 2011 or in accordance with any such Master Agreement that may be executed in the future.
9. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
10. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
11. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6002169 and the CITY is doing business as a municipality whose mailing address is 111 South Capitol Street, Pekin, Illinois 61554.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CITY OF PEKIN

By: _____
Kensil A. Garnett
Region Three Engineer
Deputy Director of Highways

By: _____
Laura Barra, Mayor

Date: _____

Date: _____

Attest: _____
Sue McMillan, City Clerk

(SEAL)

Various Routes

Section: D4 Traffic Signals 2015

City Section 15-00191-88-TL

Peoria and Tazewell Counties

Traffic signal modernization at IL 29 (2nd Street) and Koch Street

Job No. C-94-069-15

Agreement No. JN-415-017

Contract No. 68C53

Catalog No. 035260-00D

I approve the portions of the final plans for the above-captioned project that pertain to the maintenance obligations of the city of Pekin.

Laura Barra, Mayor

Date



**Illinois Department
of Transportation**

Agreement Funding Method Payment

Route: Various

Agreement No.: JN-415-017

Section: Traffic Signals 2015

Catalog No.: 035260-00D

Counties: Peoria and Tazewell

Resolution No.: _____

**EXHIBIT "A"
FUNDING RESOLUTION**

WHEREAS, the CITY OF PEKIN (CITY) has entered into an AGREEMENT with the State of Illinois for the installation of battery backup systems at various intersections, and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of five thousand five hundred and twenty DOLLARS (\$5,520.00), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS)
) ss
COUNTY OF TAZEWELL)

I, _____, City Clerk in and for the CITY OF PEKIN, State of Illinois, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the CITY at its meeting on _____, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, AD., 2015.

Sue McMillan, City Clerk

(SEAL)

TIN CERTIFICATION

The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number, and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 37-6002169

Legal Status

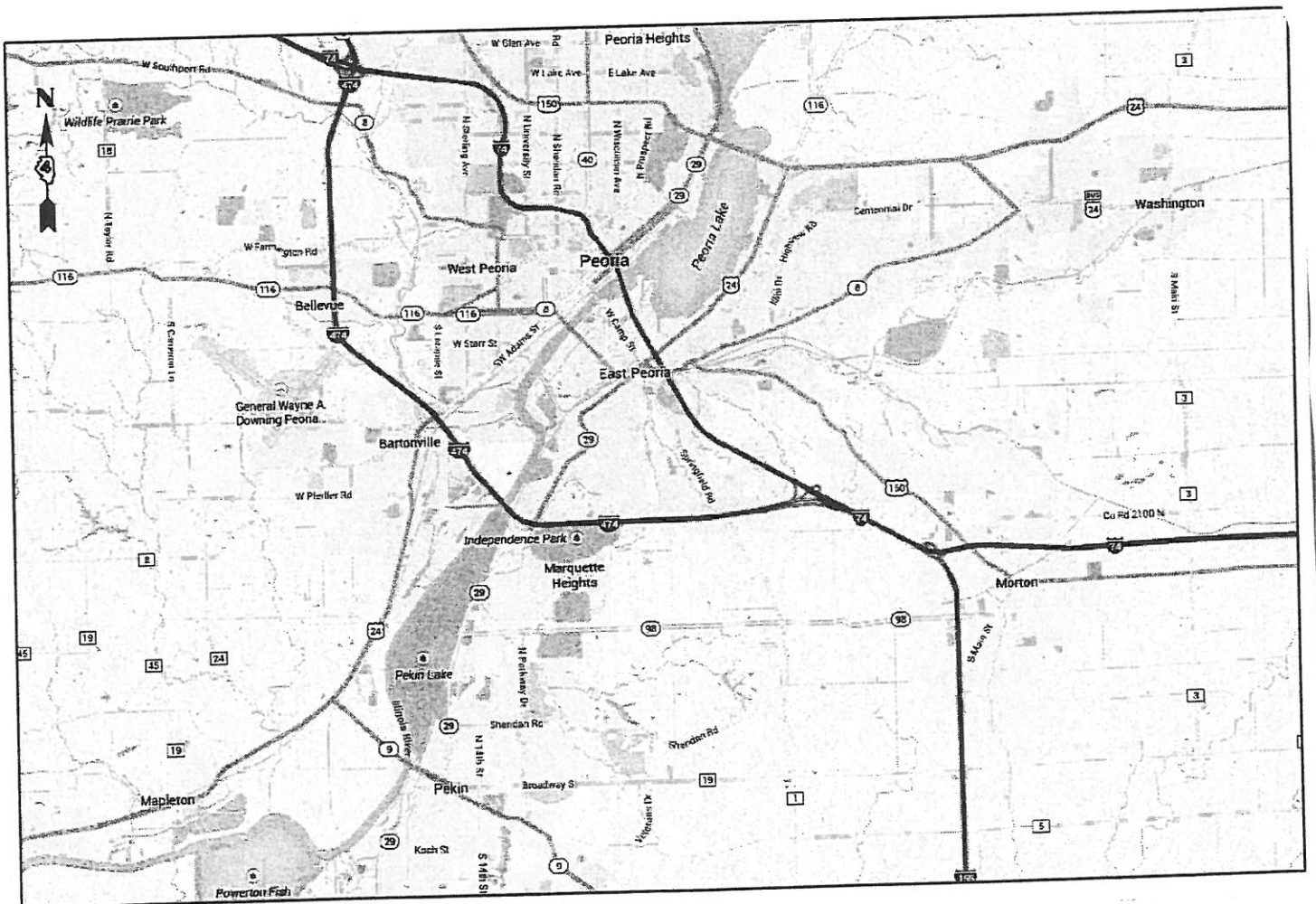
- | | |
|---|---|
| ☐ Individual | ☒ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral home /Cemetery |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other _____ | ☐ D= Disregarded entity |
| | ☐ C= Corporation |
| | ☐ P= Partnership |

Attachment 1

LOCATION MAP

**VARIOUS ROUTES
SECTION D4 TRAFFIC SIGNALS 2015
PEORIA-TAZEWELL COUNTIES**

C-94-069-15





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution for Signal Modernization at IL 29 and Koch Street

AGENDA DATE REQUESTED: April 27, 2015

ACTION REQUESTED: Approve Resolution for expenditure of MFT Funds for the Signal Modernization at IL 29 and Koch Street in the amount of \$6,900.00

DESCRIPTION: This is the resolution for the expenditure of MFT Funds for the Traffic Signal Modernization at IL 29 and Koch Street in the amount of \$6,900. This will allow the City to use MFT funds to pay for the local 10% share estimated at \$5,520 for this project. The resolution is above the estimated amount due to the agreement allowing for a maximum cost of 125% of the estimate. If the final cost is below the authorized amount, the money will be refunded back to the City's MFT.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$6,900 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The Signal Modernization at IL 29 and Koch Street Project will be paid for with MFT funds

IMPACT IF DENIED: The Signal Modernization at IL 29 and Koch Street Project will not be covered this fiscal year using MFT Funds

ALTERNATIVES: Use General Funds for the annual general maintenance operations

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: 4/29/15
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:
City Manager: Date: 04/20/15 



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
City Pekin of Pekin Illinois
City, Town or Village
Council or President and Board of Trustees

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

Name of Thoroughfare	Route	From	To
Traffic Signal Modernization	IL 29		

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Traffic Signal Modernization at IL29 (2nd St) and Koch Street
consisting of new traffic signals controller cabinets, battery backup system and railroad blank out signs.

and shall be constructed _____ wide
and be designated as Section _____

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Six thousand and nine hundred
Dollars (\$6,900.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by IDOT ; 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 Pekin 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 April 27, 2015

Date

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

_____ day of April

(SEAL)

City, Town, or Village Clerk

ORDINANCE NO. 1462-A340-14/15

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTIONS 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE**

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 was adopted on April 10, 1995, and duly published in book form; and

WHEREAS, the Traffic Safety Committee reviewed a request for four vehicle parking spaces on Olt Avenue opposite Pekin Veterinary Clinic from 8:00 a.m. until 5:00 p.m. at the meeting of March 6, 2015 and on April 3, 2015; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider allowing parking on Olt Avenue opposite Pekin Veterinary Clinic from 8:00 a.m. until 5:00 p.m.

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

1. That Title 8, Chapter 4, Section 1. D. be amended by deleting the existing No Parking Schedule dated August 25, 2014 in its entirety, and inserting the No Parking Schedule dated April 27, 2015 attached hereto and incorporated herein by this reference.

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2015; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

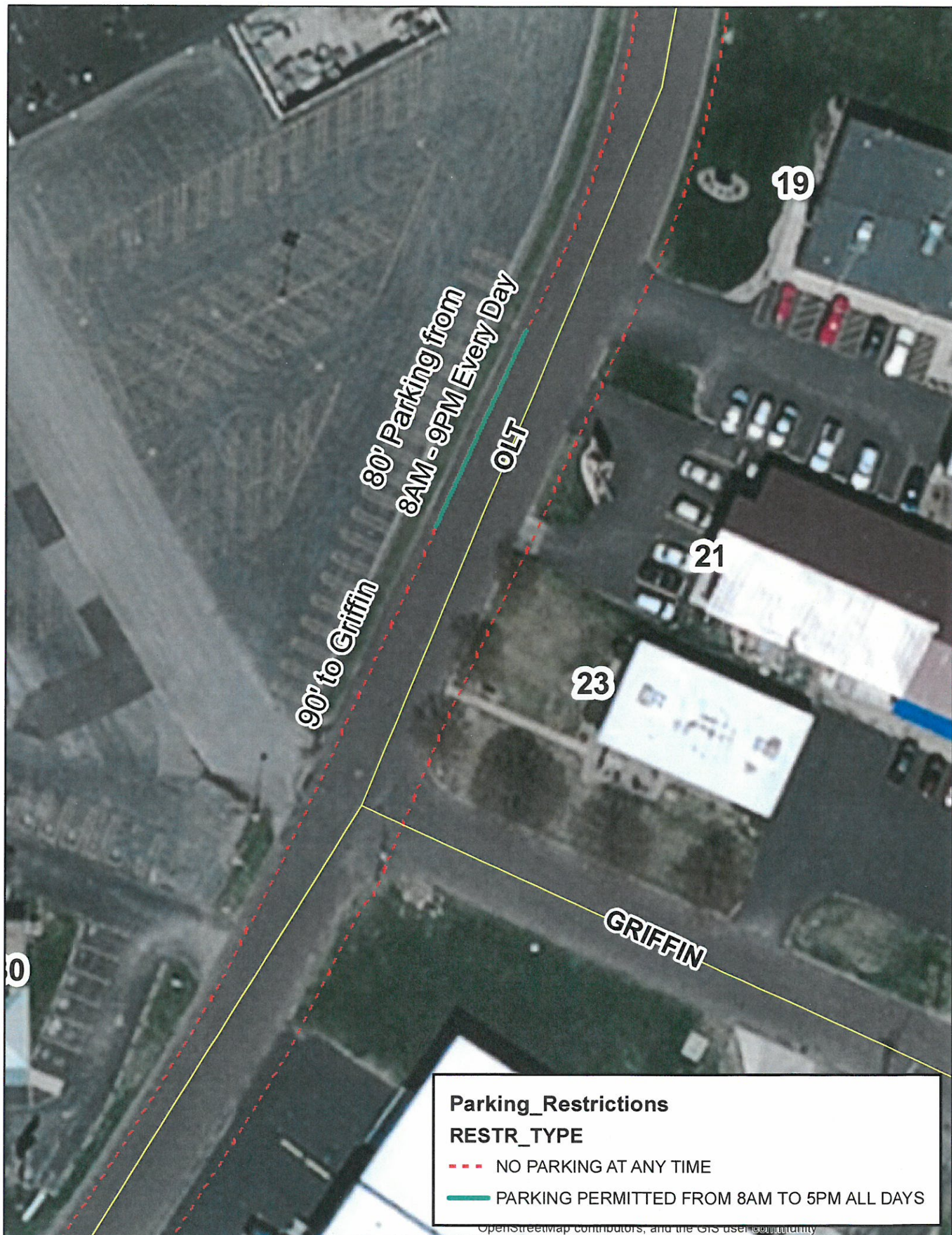
ABSTAINING:

APPROVED this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk



Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Ann Eliza Street	South 11th Street	South 12th Street	East-West	Both	
Total	Always	All days	Ann Eliza Street	North 8th Street	North 2nd Street	West	Both	
Total	Always	All days	Avon Street	50' south of corner	Charles Street	South	West	02-28-11
Total	Always	All days	Barney Avenue	Court Street	Griffin Drive	North	Both	
Total	Always	All days	Broadway	Front Street	Eastern City Limit	East-West	Both	
Total	6:00am-6:00pm	Mon-Fri	Buena Vista	Broadway	South 620'	North	East	
15 min	6am-6pm	Mon-Fri	Buena Vista	Broadway	South 540'	South	West	
Total	Always	All days	Caroline Street	North 2nd Street	P & PU Railroad	East	South	
2 hours	9am-5pm	Mon-Sat	Center Street	South 13th Street	Garden Street	East-West	Both	09-12-05 permit
Total	Always	All days	Charles Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Charles Street	50' from corner	Avon Street	East	South	02-28-11
Total	Always	All days	Charles Street	Mechanic Street	Maple Street	East-West	Both	
Total	Always	All days	Christopher Street	Alley north to	Lucille	North-South	Both	
2 hour	8am-4pm	School	Commonwealth	East Shore Drive	East end	East-West	Both	
Total	Always	All days	Court Street	Broadway	North 6th Street	West	Both	
2 hours	9am-5pm	Mon-Sat	Court Street	South 2nd Street	Broadway	East	Both	
Total	Always	All days	Court Street	South 4th Street	80' West	East	South	
2 hours	9am-5pm	Mon-Sat	Court Street	North 6th Street	North 2nd Street	West	Both	
Total	Always	All days	Court Street	South 8th Street	Eastern City Limit	East-West	Both	
2 hours	8am-4pm	School	Court Street (Frontage	East Shore Drive	West Shore Drive	East-South	Both	
Total	Always	All days	Cynthia Street	Broadway	South 2nd Street	West	Both	
15 min	Always	All days	Derby Street	Allen / RR Tracks	Circle Dr Salvation Ar	West	North	05-29-12
Total	Always	All days	Derby Street	Circle Dr Salvation Ar	South Second	West	North	05-29-12
Total	Always	All days	Derby Street	Morton Street	South 10th Street	West	Both	
Total	Always	All days	Distillery Road	Front Street	115' South of Front	West	North	08-23-10
2 hours	8am-4pm	School	East Shore Drive	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	Elizabeth Street	Broadway	South 5th Street	West	South	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South Third Street	Capitol Street	East	South	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	Broadway	South 3rd Street	West	Both	
Total	Always	All days	Elizabeth Street	South Third Street	Capitol Street	West	North	
2 hours	9am-5pm	Mon-Sat	Elizabeth Street	South 3rd Street	South 5th Street	East	Both	
Total	8:00am-5:00pm	Mon-Fri	Elizabeth Street	120 Elizabeth Street	50'	East	South	11-26-12
Total	Always	All days	Elm Street	Mechanic Street	3rd Street	East-West	Both	
Total	Always	All days	Enterprise Drive	South 2nd Street	Riverway Drive	East-West	Both	
Total	Always	All days	Entrance Drive	Orr Avenue	Court Street	North-South	Both	
Total	Always	All days	Florence Street	1201 entrance	30' north and 30' sout	South	West	09-24-12
Total	8-9am & 2-4pm	School	Haines Avenue	St. Joseph Place	30ft SW Corner	South	West	03-25-13
2 hours	Always	All days	Haines Avenue	St Joseph Place	Hillier Street	North/South	Both	08-25-14 permit

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
2 hours	9am-5pm	Mon-Sat	Haines Avenue	Hillyer Street	St. Joseph Place	North-South	Both	
Total	Always	All days	Hanna Drive	South 2nd Street	South 5th Street	East-West	Both	01-15-10 edit
Total	Always	All days	Hecker Court	Winter Street	East/West Alley	North	East	09-2-10
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	West	
Total	8:15am-8:45am	School	Highwood Avenue	341' South of Melanie	456' North of Powers	North	East	
Total	Always	All days	Highwood Avenue	Valle Vista Boulevard	Summit Drive	South	Both	
2 hours	Always	All days	Hillyer Street	South 6th Street	South 7th Street	East/West	Both	08-25-14 permit
Total	Always	All days	Illinois Street	North 14th Street	Earl Street	West	Both	
Total	Always	All days	Koch Street	Southmoor Street	30' east/west entrance	East	South	10-15-13
Total	Always	All days	Koch Street	South 5th Street	South 14th Street	East	South	10-15-13
Total	Always	All days	Koch Street	South 2nd Street	Railroad Tracks	East	South	10-15-13
Total	Always	All days	Koch Street	South Fourth Street	30' east/west entrance	East	South	10-15-13
Total	Always	All days	Koch Street	Railroad Tracks	South 5th Street	West	North	10-15-13
Total	Always	All days	Lawndale Avenue	North 8th Street	Terrace Boulevard	East	Both	
Total	Always	All Days	Maple Street	Elm Street	Northern dead end	South	West	09-22-08
Total	Always	All days	Margaret Street	North 2nd Street	Court Street	East	Both	
Total	Always	All days	Margaret Street	North 12th Street	North 13th Street	East	South	
Total	Always	All days	Market Street	North 6th Street	North 5th Street	West	Both	
Total	Always	All days	Market Street	North 19th Street	East dead end of stre	East-West	Both	
Total	Always	All days	Market Street	North 7th Street	North 8th Street	East-West	Both	
Total	8:15am-8:45am,	School	Matilda Street	North 13th Street	North 14th Street	East-West	North	
Total	Always	All days	McLean Street	2nd Street	West end	East-West	Both	
Total	Always	All days	McLean Street	151' West of 8th Stree	225' West of 8th Stree	West	North	
Total	Always	All days	McLean Street	Rosenberg Court	35' East of Rosenberg	East	South	
Total	Always	All days	Mechanic Street	Elm Street	Prince Street	North	East	09-22-08
Total	Always	All days	Meyers Court	South 12th Street	West end	East-West	Both	
2 hours	8am-4pm	School	Monge Avenue	Court Street	Commonwealth	North-South	Both	
Total	Always	All days	North 11th Street	Broadway	Willow Street	North	Both	
Total	Always	All days	North 14th Street	Broadway	Ann Eliza Street	North	Both	
Total	Always	All days	North 14th Street	100' North of Willow	135' North of Willow	South	West	
Total	Always	All days	North 18th Street	James Road	50' South of James R	South	West	
Total	10pm-6am	All days	North 19th Street	Market Street	Broadway	South	West	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	East	
Total	Always	All days	North 20th Street	Broadway	Market Street	North	West	
Total	Always	All days	North 2nd Street	Ann Eliza Street	Caroline Street	North	East	
Total	Always	All days	North 2nd Street	Sheridan Road	Caroline Street	South	Both	
Total	Always	All days	North 2nd Street	Railroad tracks	Court Street	South	Both	
Total	Always	All days	North 2nd Street	Sommeret Street	Sheridan Road	North-South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	North 2nd Street	P & PU Railroad	Catherine Street	South	Both	
Total	Always	All days	North 3rd Street	Court Street	Somerset Street	North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Caroline Street	Ann Eliza	South	Both	
2 hours	9am-5pm	Mon-Sat	North 4th Street	Margaret Street	Court Street	South-North	Both	
Total	Always	All days	North 5th Street	Broadway	Willow Street	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Court Street	North to Alley	North	East	
Total	Always	All day	North 6th Street	Court Street	100' North	North	East	
2 hours	9am-5pm	Mon-Sat	North 6th Street	Caroline Street	Court Street	South	West	
Total	Always	All days	North 6th Street	Margaret Street	Caroline Street	North	East	
30 min	9am-5pm	Mon-Sat	North 7th Street	Ann Eliza Street	Margaret Street	South	East	
Total	Always	All days	North 7th Street	Ann Eliza Street	Margaret Street	South	West	
Total	Always	All days	North 7th Street	North 8th Street	Ann Eliza Street	South	Both	
Total	Always	All days	North 8th Street	North 7th Street	Northern city limits	North-South	Both	
2 hours	9am-5pm	Mon-Sat	North Capitol Street	Court Street	Caroline Street	North-South	Both	
2 hours	8am-4pm	School	North Shore Drive	East Shore Drive	West Shore Drive	East-West	Both	
Total	Always	All days	Olt Avenue	100 ft north of Griffin	Valle Vista Boulevard	North-South	Both	04-27-15
Total	Always	All days	Olt Avenue	Court Street	Griffin Drive	North-South	Both	04-27-15
Total	Always	All days	Olt Avenue	Griffin Drive	Valle Vista Boulevard	North-South	East	04-27-15
Total	Always	All Days	Orchard Street	Broadway Road	Northern dead end	North	East	09-22-08
2 hours	9am-5pm	Mon-Sat	Park Avenue	South 12th Street	13th Street	East	South	
Total	Always	All days	Park Avenue	South 13th Street	North 14th Street	East	South	09-22-08
Total	Always	All days	Park Avenue	South 14th Street	Court Street	East	South	
15 min	9am-5pm	Mon-Sat	Park Avenue	South 13th Street	South 14th Street	West	North	
2 Hours	Always	All days	Park Avenue	South 14th Street	Court Street	West	North	
Total	Always	All days	Parkway Drive	Court Street	Northern City Limit	North-South	Both	
Total	Always	All days	Parkway Drive	368' South of Sherida	427' South of Sherida	North	East	
Total	Always	All days	Parkway Drive	Derby Street	Koch Street	North/South	East	03-24-14
Total	Always	All days	Pine Street	Maple Park Drive	70' West	West	North	
Total	Always	All days	Pine Street/Maple Park	walk @ apt Pine Stree	drive @ apt Maple Par	East/North	South/	08-24-09
Total	Always	All days	Powers Avenue	Highwood Avenue	Entrance Drive	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	South 9th Street	East-West	Both	
Total	7:30am-5pm	School	Prince Street	South Capitol Street	South 4th Street	East	South	
Total	Always	All days	Prince Street	South 12th Street	South 14th Street	East-West	Both	
Total	Always	All days	Prince Street	South 8th Street	300' West	West	North	
Total	Always	All days	Prince Street	Summer Street	3rd Street	East-West	Both	
Total	Always	All days	Riverway Drive	Koch Street	Hanna Drive	North-South	Both	
Total	Always	All days	RWB Frontage Rd	Enterprise Drive	North End	North-South	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	Sabella Street	South 2nd Street	South 3rd Street	East	South	04-07-10 *
Total	8am-5pm	Mon-Fri	Sabella Street	South 3rd Street	South 2nd Street	West	North	04-26-10
hours	9am-5pm	Mon-Sat	Sabella Street	South 3rd Street	Broadway	East-West	Both	
Total	Always	All days	Sheridan Road	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Sheridan Road	600' east of Redwood	Lick Creek Bridge	East-West	Both	
Total	Always	All days	Sommermet Street	North 3rd Street	North 2nd Street	North	Both	
Total	Always	All days	Sommermet Street	Lakeside Avenue	40' North of Lakeside	North	West	
Total	Always	All days	South 10th Street	Park Avenue	105' South	North	East	
Total	Always	All days	South 10th Street	Oxford Street	Charles Street	North-South	East	10-14-08
Total	Always	All days	South 10th Street	Washington Street	Court Street	North	East	
Total	Always	All Days	South 11th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All Days	South 12th Street	Court Street	Park Avenue	South	West	09-22-08
Total	Always	All days	South 13th Street	Park Avenue	Martha Street	North	East	
Total	Always	All days	South 13th Street	Center Street	Court Street	North-South	Both	09-12-05 permit
Total	Always	All days	South 14th Street	Broadway Road	Alley South	South	Both	
Total	Always	All days	South 14th Street	Center Street	Court Street	North-South	Both	
Total	Always	All Days	South 18th Street	Saratoga Street	Henry Street	North	East	09-22-08
Total	Always	All days	South 18th Street	West Shore Drive	40' South	South	East	
Total	Always	All days	South 18th Street	Tennell Road	40' South	South	East	
Total	Always	All days	South 2nd Street	Court Street	Washington Street	South	Both	
Total	Always	All days	South 2nd Street	Southern city limit	Washington Street	North-South	Both	
Total	Always	All days	South 3rd Street	150' North of Winter	145' to corner of McLe	North	East	
Total	Always	All days	South 3rd Street	Broadway	Court Street	North	Both	
Total	Always	All days	South 3rd Street	Broadway Road	Franklin Street	South	West	
Total	Always	All days	South 4th Street	St Mary Street	100' South	South		
Total	Always	All days	South 4th Street	Broadway	400' South	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Elizabeth Street	Court Street	South-North	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Court Street	Broadway	South	Both	
2 hours	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	Court Street	North	Both	
Total	Always	All days	South 4th Street	Broadway	St Mary Street	North	Both	
30 min	9am-5pm	Mon-Sat	South 4th Street	St Mary Street	North 100'	North-South	Both	
Total	Always	All days	South 4th Street	Court Street	52' South of Court Str	South	West	
2 hours	9am-5pm	Mon-Sat	South 4th Street	Broadway	Washington Street	South	Both	
Total	Always	All days	South 5th Street	130' south of Derby	Koch Street	South	West	08-27-12
15 mins	Always	All days	South 5th Street	Derby Street	130' south of Derby	South	West	08-27-12
2 hours	9am-5pm	Mon-Sat	South 6th Street	Hillier Street	St Joseph Place	North	Both	
15 minu	9am-5pm	Mon-Sat	South 6th Street	St Joseph Place	Broadway	North	Both	

Time	Duration	Days	On Street	At or From	To	Direction of Traffic	Side	Date of Adoption
Total	Always	All days	South 6th Street	Broadway	Court Street	North-South	Both	
Total	Always	All days	South 7th Street	Derby Street	50' North of Derby Str	North	East	
Total	Always	All days	South 7th Street	60' North of Derby	95' North of Derby	North	West	
Total	Always	All days	South 7th Street	95' South of Park Ave	180' South	South	West	12-14-09
Total	Always	All days	South 8th Street	Cul-de-sac	Prince Street	North	East	09-22-08
Total	Always	All days	South Capitol Street	Washington Street	Broadway	North	West	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Broadway	Court Street	North	Both	
Total	Always	All days	South Capitol Street	Washington Street	from stop signs 90' S	North	Both	
Total	7:30am-5pm	School	South Capitol Street	Prince Street	South 80'	North	Both	
2 hours	9am-5pm	Mon-Sat	South Capitol Street	Court Street	Sabella Street	South	Both	
2 hours	9am-5pm	Mon-Sat	St Joseph Place	South 6th Street	South 7th Street	East	South	
Total	Always	All days	St Joseph Place	South 7th Street	South 6th Street	West	North	
2 hours	9am-5pm	Mon-Sat	St Mary Street	South 3rd Street	Broadway	East-West	Both	
Total	8-9am & 2-4pm	School	St. Joseph Place	Haines Avenue	30ft SW Corner	East	South	03-25-13
Total	Always	All days	Stadium Drive	Court Street	Parkway Drive	East-West	Both	
Total	Always	All days	State Street	North 5th Street	40'	East-West	Both	
Total	Always	All days	Sycamore Street	Royal Street	Lucille Street	South	West	
Total	Always	All days	Third Avenue	Washington Street	Broadway	North	Both	
Total	Always	All days	Veerman Street	810' North of Willow	895' North of Willow	North	East	
Total	Always	All days	Veerman Street	535' North of Willow	620' North of Willow	North	East	
Total	Always	All days	Washington Street	South 6th Street	88'	East	North	
Total	Always	All days	Washington Street	South 6th Street	50' East	West	North	
Total	Always	All days	Washington Street	165' East of Buena Vi	230' East of Buena Vis	West	North	
Total	Always	All days	Washington Street	105' East of Capitol	185' West of Capitol	West	North	11-24-08
2 hours	9am-5pm	Mon-Sat	Washington Street	200 feet east of 10th	10th Street	East	South	
Total	Always	All days	Washington Street	Bacon Street	South 6th Street	East	South	
Total	Always	All days	Washington Street	200' West of Court	Court Street	East	South	
Total	Always	All days	Washington Street	South 6th Street	50' West	West	North	
Total	Always	All days	Washington Street	Capitol Street	82' West of Capitol	East	South	
Total	Always	All days	Willow Street	Parkway Drive	200' East	East-West	Both	05-23-11
Total	Always	All days	Willow Street	North 14th Street	200' East	East-West	Both	05-23-11
Total	Always	All days	Winter Street	Hecker	South 10th Street	West	North	09-22-08*
Total	Always	All days	Woodlawn Court	Summer Street	Charles Street	West	Both	



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Transportation Department

AGENDA ITEM: Rankin Bid

AGENDA DATE REQUESTED: 4/27/15

ACTION REQUESTED: Accept bid for services to Rankin Dist #98

DESCRIPTION: Bussing transportation for school dist #98

FINANCIAL IMPACT: Increased revenue

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Pekin area students will be serviced by the city. Tax payers will benefit from the relationship.

IMPACT IF DENIED: Missed revenue

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES

Department Director:

Date: 4-15-15

Finance Department (Certification of Availability of Funds):

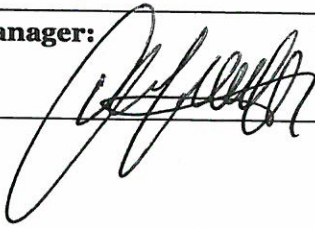
Date:

Corporation Counsel:

Date:

City Manager:

Date:

 04/17/15

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into on or as of the ____ day of _____, 2015, by and between the **CITY OF PEKIN**, a municipal corporation located in Tazewell County, Illinois (the "City") and **RANKIN PUBLIC SCHOOL DISTRICT NO. 98** located in Tazewell County, Illinois ("District 98"), are sometimes hereinafter referred to as the "School Districts"

RECITALS

A. The City has for many years provided transportation services to the School Districts for the purpose of bussing students to and from schools operated by the School Districts and bussing students to and from various extracurricular activities.

B. The City has made a significant investment in equipment and personnel for the purpose of providing such transportation services.

C. Because of its investment in equipment and personnel, the City desires to continue to provide transportation services to the School Districts under the terms and conditions hereinafter set forth.

D. By contracting with the City for transportation services, the School Districts can devote their administrative resources to their core mission of educating students attending their schools.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth the City and District 98 agree as follows:

1. **SCOPE OF SERVICES**: The City shall during the term of this Agreement provide transportation services to the School Districts in the manner hereinafter provided. Transportation services shall be provided for each and every day that school is in session. The City shall also provide transportation services for field trips, athletic events and other special programs as requested by the School Districts.

The City shall maintain all data necessary for the proper completion of reports required by the Illinois State Board of Education. The City shall tender such records to each of the School Districts annually and shall separately maintain a copy of any such records for a period of at least three years after tender to the School Districts.

2. **COMPENSATION**: District 98 shall compensate the City for basic transportation services provided under this Agreement in accordance with the schedule set forth at "Exhibit A" attached hereto and incorporated herein by reference.

Basic compensation for both regular and special needs transportation shall be paid to the City by each School District in nine (9) equal monthly installments commencing with the month of September of each school term. The City shall, on or before the fifth day of each month, submit to each School District an invoice showing the amount of basic compensation due the city together with all amounts due City for the preceding calendar month for those transportation services not included in basic compensation (i.e., field trips, athletic trips and other trips which are not a part of the regular daily routine). Such invoice shall also include the amount necessary to reimburse the City for the actual cost of fuel used during the preceding billing period to transport students on behalf of each School District. Each School District shall pay the amount due within thirty (30) days of its receipt of the monthly statement, except that payment for any disputed items may be withheld until mutual agreement is reached between the parties relative to the disputed item or until the matter is otherwise resolved in the manner provided by law.

The compensation table by the School Districts to the City may be adjusted upon extension of this Agreement in the manner hereinafter set forth.

3. **EQUIPMENT**: The City shall provide sufficient buses of the various types and capacities required to enable it to meet the daily transportation needs of the School Districts.

The City shall keep and maintain all equipment used to provide transportation services in strict compliance with the State of Illinois Minimum Standards for School Buses, as promulgated by the Illinois State Board of Education and by the Illinois Department of Transportation, as well as all applicable federal and local laws. All equipment shall be maintained in a mechanical condition sufficient at all times to pass any required inspections. Buses shall be kept in clean and sanitary condition. All equipment must be open to examination by authorized personnel of the School Districts during normal working hours. All vehicles shall be inspected in accordance with any applicable legal requirements. Any vehicle that is not in compliance with applicable standards shall not be used to deliver transportation services. Standby vehicles shall meet the same standards as regular route vehicles.

In order to safely transport students with special needs, the City shall provide a sufficient number of hospital type vans and buses. Vans and buses transporting students with wheelchairs shall be equipped with an access ramp, adjustable safety locks and seat retainers. Seat belts, harnesses and/or other equipment shall also be provided for students with special needs as required by the School Districts.

All buses shall be equipped with an operable two-way radio system. Alternatively, each driver shall carry a cellular telephone in good working order. The City shall provide and maintain a sufficient quantity of backup radios or cell phones to ensure that buses never operate in violation of this provision. Radio equipment shall have at a minimum power of twenty-watts and operate on a business band FM frequency. Drivers shall maintain constant radio or cell phone contact with The City's

central dispatch. All buses shall be equipped with a child reminder system to insure students are not accidentally left on a bus.

The City shall maintain and use video and audio surveillance cameras on all buses. The purpose of this equipment is to monitor conduct and maintain a safe environment for students and staff. Except as otherwise authorized by the Superintendent of the School District whose students ride the bus where a recording is made, only the superintendents of the School Districts or their respective designees, management personnel from the City's bus transportation department, parents of any student involved in an incident, and police officers will be allowed to review recordings and data from video surveillance equipment. The City shall post signs on its school buses in accordance with the requirements of the Eavesdropping Act found at 720 ILCS 5/14-1 et seq. to notify students and parents of the presence of the surveillance system on the buses.

The City shall locate or house its transportation operations within the boundaries of either School District, or at an acceptable satellite office as approved by the School Districts. Transportation operations shall include the bus garage, mechanical repair operations, bus parking, and personnel including the manager, secretary, dispatcher, and mechanics. Satellite office shall mean bus office, bus parking or ports, and personnel including the manager, secretary, and dispatcher.

Vehicles used to transport students shall not exceed an average age of ten years during the term of this Agreement or any extension thereof. The City shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. A minimum of one standby vehicle for every twelve regular vehicles shall be available.

4. **ROUTES AND TIME SCHEDULES:** Routes shall be established by the City and approved by the respective School Districts which will satisfy the transportation needs of the School Districts. Routes shall be established no later than August 15th of the school year. The City shall work closely with the School Districts to plan the routes and otherwise fulfill its obligations under this Agreement. Each School District reserves the right to modify the routes and schedules for buses transporting its students and to make changes therein. Each School District shall notify the City whenever changes in routes or time schedules are necessary and the City shall make every reasonable effort to adjust its operations so as to accommodate all such changes on the next business day after notice is received from the School Districts.

All schedules shall be established to protect the safety of school children, to deliver students within a reasonable time prior to the opening of the various schools, and to return them to their respective bus stops within a reasonable time after the close of the school day. No route may exceed one hour in length, with the exception of athletic, field trips and/or other occasional trips. All time schedules shall be supplied by the respective School District. Each School District retains the right to schedule the start and ending times of school, early release days, emergency days and the like.

Each School District retains the right to set bus runs, including stops and stop locations, and bus routes, including the "piggy-backing" of runs. Each School District utilizes logistics software for transportation scheduling and route determination. Employees of the City having responsibility for scheduling and route determination must be proficient in the use of that software.

In the event a School District cancels or delays school because of inclement weather or any other reason, the Superintendent of the School District or his/her designee shall notify the City prior to 6:00 a.m., prevailing time, on the day of such cancellation or delay. In the event that school is to be dismissed early, the Superintendent or his/her designee shall notify the City not less than two hours before such early dismissal. The decision of the Superintendent shall be final.

5. **OPERATIONS PERSONNEL:** The parties to this Agreement acknowledge that the transportation of school children is a unique and specialized professional service. It is essential that the students be transported to and from school regularly, promptly, safely and without interruption or incident and that the safety of the children during transportation shall take precedence over the interests of both the City, its drivers and the School Districts. It shall be a primary obligation of the City to operate its transportation system so that the School Districts will be assured of this continuous, safe, and reliable service.

The City shall provide staff sufficient to answer telephone calls regarding school transportation services from 7:30a.m. through 4:30 p.m. each school day, and when regular transportation buses are in service.

The City shall provide qualified and appropriate drivers for each vehicle operated in performance of this Agreement. Drivers shall be assigned on a permanent basis to specific routes and schedules. Substitute drivers may be used only when it is not possible for the regularly assigned driver to be available.

Drivers must be fully licensed in accordance with all state and federal laws, rules and regulations. The City shall provide all drivers with periodic in-service training relative to all facets of the driver's job and shall insure that all drivers have successfully completed a Red Cross approved first aid course prior to operating a bus under this Agreement.

Each School District shall have the right to request the removal of any person or driver employed by the City whom, in the opinion of the Superintendent of the School District, is not qualified or appropriate to operate a school bus or otherwise assist the City in performing this Agreement. Subject to this overriding right, the responsibility for hiring and discharging personnel charged with delivering transportation services under this Agreement rests entirely with the City. The City shall not enter into any agreement or arrangement with any employee, person, group or organization, which in any way impedes or prevents the School Districts from exercising their rights to require dismissal.

The City must provide the School Districts with the names and all other available information for all persons it expects to use in fulfillment of this Agreement. All applicants for a school bus driver permit must be fingerprinted and cleared by an Illinois specific background check before a school bus driver permit can be issued. No person may be employed who has been convicted of committing or attempting to commit any one or more of the offenses listed in Section 10-21.9(c) of the School Code of Illinois. The City shall reimburse the School Districts for the cost of all such investigations.

School bus drivers and monitors, if any, shall assist special needs students on and off the City's vehicles and shall be responsible for safely seating such students and for properly applying the safety locks and restraining devices which are provided for the safety of such students.

The City shall furnish and the City shall require its drivers to properly wear and display a photo identification badge at all times they are providing transportation services for the School Districts.

6. **STUDENT DISCIPLINE:** Decisions regarding the discipline of students shall rest with the principals, Superintendent, or Board of Education of the School District having jurisdiction over such students. The City shall submit for review by each School District those rules and regulations for student conduct and disciplinary procedures which are to apply on buses and other vehicles transporting students in order to operate the busses in a safe and efficient manner. The driver is responsible only for discipline required while operating the bus; beyond this point, he/she shall ask for assistance. If, in the opinion of the driver, the behavior of any person on the bus threatens or prevents the driver from operating the bus without endangering passengers on the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonably possible thereafter, the driver shall report such occurrence to the City's central dispatch. Under no circumstances may a driver refuse to transport a student who is assigned to his bus without express consent from the School District having jurisdiction over the student.

Immediately after any such incident, the driver shall advise the administrator of the building to which the students on the bus are most generally assigned, of all instances of serious misbehavior on the bus and shall assist the building administrator (or his designee) in obtaining whatever information is desired with respect to each incident.

Further administrative procedures and regulations shall be established cooperatively between the School Districts and the City.

All damages to the City's equipment or facilities including damage caused by vandalism will be the responsibility of the City.

7. **MANAGEMENT PERSONNEL:** The City shall provide a full-time manager and an assistant manager of its school transportation department, a permanent dispatcher, and adequate personnel to provide proper supervision over its employees and to keep and maintain proper transportation records for the School Districts. The City shall ensure that at least two managers/supervisors will be on duty during regular transportation operations to respond onsite to emergency situations when they arise. The School Districts shall supply the City with access to any student transportation management system used by the School Districts to assist in the management of transportation information and records. The City shall supply the School Districts with a copy of their bus driver training manual, employee handbook, and evaluation instruments.

8. **CENTRAL DISPATCH:** The City shall maintain a central dispatch station with clear and complete two-way radio or cellular telephone contact with all bus drivers operating buses used to provide transportation services under this Agreement.

The City shall employ a permanent dispatcher assigned to central dispatch. That person, or a competent substitute, shall be on duty at central dispatch at all times when the City provides transportation services under this Agreement.

The City's central dispatch shall be in direct radio or telephone contact with the Business Manager of each School District (or his/her designee) at all times when transportation services are being provided under this Agreement. Central dispatch shall in all instances where, in the opinion of the driver, the behavior of any person on the bus threatens or prevents the driver from operating the bus without endangering the passengers on the bus, notify the Business Manager (or his/her designee) of the School District having jurisdiction over such person(s) of the circumstances and shall then convey the directions, judgment and advice of such Business Manager (or his/her designee) to the driver. Central dispatch shall thereafter follow up with the driver to ensure that the bus is thereafter operated in accordance with the directions, judgment and advice of the Business Manager.

Central dispatch shall require all drivers to advise the administrator of the building in which the students from the bus are most generally assigned of all instances of serious misbehavior on a bus operated pursuant to this Agreement and shall assist the building administrator (or his designee) in obtaining whatever information they may desire relative to each incident.

9. **SAFETY PROGRAM:** The safety and best interests of the children being transported shall be a primary concern of the School Districts and the City. In addition to the safety requirements of state and federal laws and regulations, the City shall work with the School Districts to develop an in-service safety program relative to the rendering of all facets of transportation service under this Agreement. As part of the in-service program, a qualified driver/supervisor (employed by the City) shall ride with every driver at least once each semester and evaluate the performance of the driver. Documentation of these check rides shall be available to the School Districts. The City

shall conduct periodic school bus safety and evacuation drills, as prescribed by law and as arranged with the School Districts. A management level employee of the City shall attend annual meetings conducted by the School Districts for the purpose of conducting transportation and safety drills.

In the judgment of the City and to the extent required to maintain safety on a school bus, the City shall provide a monitor to assist in the transportation of children. The School Districts reserve the right to request that a monitor be placed upon a bus if in its sole discretion an unsafe condition exists that has not been adequately addressed by the City. The City shall assume the costs of a monitor if in the opinion of the affected School District safety could otherwise be maintained without a monitor had the City taken appropriate remedial action to correct the unsafe condition(s).

Monitors are to be included on designated runs as determined by the School Districts, especially for special needs children. Each School District shall identify those runs requiring monitors to serve the needs of its students. The School Districts shall assume the costs associated with such monitors.

The City shall not allow any person other than students, supervisors of the City's school bus transportation department, drivers in training, bus monitors and employees of the School Districts to ride a bus without the written consent of authorized officials of the School District whose students are being transported on the bus.

In the event of emergencies (tornado, earthquake, fire, bomb threats, terrorist acts) when student evacuation is necessary, the City will transport students to a safe and secure area as identified by the School Districts. There will be no additional cost to the School Districts for transporting students during an emergency evacuation.

10. **INSURANCE:** The City shall provide and maintain public liability and property damage insurance coverage throughout the entire term hereof as follows:

A. **General Liability:**

\$1,000,000 each occurrence – including Bodily Injury,
Property Damage, Blanket Contractual liability
\$1,000,000 personal injury and advertising injury
\$1,000,000 fire damage legal liability
\$2,000,000 general aggregate limit
\$2,000,000 products/completed operations limit
Coverage to be written on an occurrence form
Coverage to include a "per job" aggregate endorsement

B. **Automobile Liability:**

\$1,000,000 – Combined Single Limit- Bodily Injury/ Property
Damage
\$5,000 – Medical Payments

\$1,000,000 – Uninsured Motorist/Underinsured Motorist

C. **Worker's Compensation:**

\$500,000 – Employer's Liability- Each accident
\$500,000 – Employer's Liability- Disease -Policy limit
\$500,000 – Employer's Liability- Disease –Each employee

D. **Umbrella/Excess Liability:**

\$8,000,000 – Each Occurrence
\$8,000,000 – Aggregate

A certificate of insurance evidencing such policies shall be provided no later than the commencement of this Agreement. Said certificate of insurance shall include the following additional provisions for all of the above policies:

- (1) Both School Districts shall be named as an "additional insured". "The City's insurance shall be primary and the certificate holders insurance shall be non-contributory".
- (2) The City's policies shall be endorsed to include "waiver of subrogation" in favor of the School Districts.
- (3) The City's insurance policies shall contain a covenant by the issuing company that the policies shall not be canceled or reduced in coverage unless a sixty (60) day prior written notice by registered mail is give to the School Districts. The cancellation provisions of the certificate of insurance shall be amended to include "notice will be mailed". Any wording like "endeavor to" shall be removed.

These insurance provisions shall remain open for review and may be changed at anytime by the School Districts. Any charges to insurance policies that would result in a change in premiums shall be negotiated.

11. **LAWS AND REGULATIONS:** During the entire term of this Agreement, the City shall comply in every respect with all laws, rules and regulations of the State of Illinois and the United States effecting or regulating the transportation of school children, including but not limited to the Motor Vehicle Code and the School Code of Illinois, and the rules promulgated by the Illinois State Board of Education and Illinois Department of Transportation.

12. **DURATION OF AGREEMENT:** This agreement shall be effective from and after July 1, 2015 and shall continue in force and effect until June 30, 2018. The City shall supply requested summer school transportation, which shall be considered part of the preceding school term.

13. **EXTENSION OF AGREEMENT:** Unless terminated for cause prior to its expiration in the manner herein set forth, this Agreement shall upon the expiration of its initial term be automatically extended for additional consecutive terms of one (1) year until such time as any party to this Agreement exercises an option to terminate in the manner set forth in this paragraph. Any party to this Agreement may at its option elect to terminate this Agreement by providing a notice of termination to the remaining parties by March 1 of the final year of the initial term of the Agreement or by March 1 of the final year of any extension of this Agreement. Upon optional termination of this Agreement by any party, the remaining parties shall no longer be bound by this Agreement. In the event of an automatic extension of this Agreement, the parties shall within sixty (60) days after such automatic extension reconsider the level of compensation payable by the School Districts to the City. If upon such reconsideration the parties reach agreement to modify the level of compensation payable by the School Districts to the City, a memorandum of such agreement shall be prepared and signed by all parties. The terms of any such memorandum shall supersede any contrary terms of this Agreement. In the event the parties are unable within such sixty (60) day period to agree upon the level of compensation payable to the City, this Agreement shall expire at the end of such sixty (60) day period and the automatic extension previously occurring shall have no force or effect.

14. **NOTICES:** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

If to the City: City of Pekin
 Attention: City Manager
 111 S. Capitol Street
 Pekin, IL 61554

If to District 98: Rankin Public School District No. 98
 Attention: Superintendent
 13716 5th Street
 Pekin, IL 61554

or to such replacement parties as may from time to time be identified by written notice.

15. **RESERVATIONS:** School Districts reserves the right to use other transportation services for field trips, shuttle bus, athletic activities, out-of-district transportation, and other purposes not included in regular School District routes. This does not preclude the possibility that the School Districts may combine some of these types of activities where logical and compatible with regular routing.

16. **BREACH AND OPPORTUNITY TO CURE; DEFAULT; TERMINATION FOR CAUSE:** Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure to perform shall notify in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. A copy of such notice shall be delivered on all other parties to this Agreement. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence. If a breach identified in such notice has not been cured within the time allowed by this paragraph, the complaining party may at its option declare the breaching party to be in default of its obligations under this Agreement by giving notice of default to all other parties. With such notice of default, the complaining party may at its option terminate this Agreement without any further obligation to the remaining parties. Upon termination for cause by any party as provided in this paragraph, the remaining parties shall no longer be bound by this Agreement.

17. **CITY NOT AN AGENT:** The City enters into this agreement for furnishing transportation only as an independent contractor and further acknowledges that it is not a representative, agent, joint venture, official, or employee of the School Districts.

18. **FORCE MAJEURE:** In the event the City's performance of this Agreement is temporarily interrupted due to Acts of God, civil disturbances, labor disputes or strikes, Governmental acts, regulations or executive order, or for other causes not chargeable to the City, then in lieu of any other remedy the School Districts shall have the right and option to take possession and control of all school buses, operating equipment, tools, supplies, parts, and other items of property kept by the City for the purpose of providing and furnishing services under this Agreement and to keep and use all such property belonging to the City for the duration of such interruption in order to operate its transportation services. During such time the School Districts shall keep accurate accounts of the services used by it in maintaining such transportation services, as if performed pursuant to this Agreement, and of all expenditures made by the School Districts for such operations. The School Districts shall continue to pay the City for the duration of such interruption, such amounts as would otherwise be due under this Agreement less the amounts of its expenditures and costs. In the event of damage to property of the City because of Acts of God, civil disturbances, labor disputes or strikes, regulations or executive order, the School Districts shall have no liability for damage directly resulting from the aforementioned causes.

CITY OF PEKIN

By _____
Its Mayor

**RANKIN PUBLIC SCHOOL DISTRICT
NO 98.**

By _____
President, Board of Education

ATTEST:

By _____
Its City Clerk

ATTEST:

By _____
Secretary, Board of Education

Rankin Dist 98 School Year 2015-2016

CPI Increase 0.0%

CATEGORY	Rate	QTY	DAILY TOTAL	DAYS	TOTAL	PAYS	MONTHLY AMOUNT
Regular Transportation	\$205.00	3	\$615.00	174	\$107,010.00	9	\$11,890.00
Early Childhood	\$165.00	1	\$165.00	174	\$28,710.00	9	\$3,190.00
Special Ed -Hammitt	\$175.00	1	\$175.00	174	\$30,450.00	9	\$3,383.33
Algebra	\$30.00	1	\$30.00	174	\$5,220.00	9	\$580.00
Special Ed - Hammitt Summer	\$175.00	1	\$175.00	45	\$7,875.00	1	\$7,875.00
Special Ed - Schramm Summer	\$30.00	1	\$30.00	35	\$1,050.00	1	\$1,050.00
Totals					\$180,315.00		

Rankin Dist 98 School Year 2016-2017

CPI Increase 0.0%

CATEGORY	Rate	QTY	DAILY TOTAL	DAYS	TOTAL	PAYS	MONTHLY AMOUNT
Regular Transportation	\$205.00	3	\$615.00	174	\$107,010.00	9	\$11,890.00
Early Childhood	\$165.00	1	\$165.00	174	\$28,710.00	9	\$3,190.00
Special Ed -Hammitt	\$175.00	1	\$175.00	174	\$30,450.00	9	\$3,383.33
Algebra	\$30.00	1	\$30.00	174	\$5,220.00	9	\$580.00
Special Ed - Hammitt Summer	\$175.00	1	\$175.00	45	\$7,875.00	1	\$7,875.00
Special Ed - Schramm Summer	\$30.00	1	\$30.00	35	\$1,050.00	1	\$1,050.00
Totals					\$180,315.00		

Rankin Dist 98 School Year 2017-2018

CPI Increase 0.0%

CATEGORY	Rate	QTY	DAILY TOTAL	DAYS	TOTAL	PAYS	MONTHLY AMOUNT
Regular Transportation	\$205.00	3	\$615.00	174	\$107,010.00	9	\$11,890.00
Early Childhood	\$165.00	1	\$165.00	174	\$28,710.00	9	\$3,190.00
Special Ed -Hammitt	\$175.00	1	\$175.00	174	\$30,450.00	9	\$3,383.33
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Special Ed - Schramm Summer	\$30.00	1	\$30.00	35	\$1,050.00	1	\$1,050.00
Totals					\$180,315.00		



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Transportation Department

AGENDA ITEM: Lease Agreement

AGENDA DATE REQUESTED: 4/27/15

ACTION REQUESTED: Accept lease to move forward with Rankin bid

DESCRIPTION: The leasing of 3 units for Rankin bid

FINANCIAL IMPACT: Increased revenue

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Pekin area students will be serviced by the city. Tax payers will benefit from the relationship.

IMPACT IF DENIED: Missed revenue

ALTERNATIVES: None

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

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

REQUIRED SIGNATURES

Department Director:

Date:

[Signature] 4-16-15

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date:



04/17/15

Bus Quotation



New X Pre-Driven

Prepared For: Ty Whitford
John York
Pekin Municipal Bus
1130 Koch St
Pekin, IL 61554

Unit Price: 2 New 2016 IC/CE 78 Passenger School Bus (Stock Group 15-142)
3 Year Lease Payment.....\$10,922 per bus, per year

Unit Price: 1 New 2016 IC/CE 72 Passenger School Bus (Stock Group 15-078)
3 Year Lease Payment.....\$10,893 per bus, per year

Above Payment INCLUDE:
3 year/50,000 mile Body / Chassis Extended Warranty
5 year/100,000 mile Extended Tow Warranty
247 Zeus series 2 camera systems compatible with your touchdown system

Delivery July 2015

FOB: Pekin, IL

- This quotations is firm for 60 days
- First Payment due upon delivery
- Trades must be in good operating condition and display a current Illinois inspection decal
- Credit Cards cannot be accepted for full or partial payment
- **License and Title is INCLUDED**

Submitted By:

Matt Lawrence

03/24/2015

Regional Sales Manager
Midwest Transit Equipment, inc

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 SECTION 9
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING VIDEO SURVEILLANCE.**

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 Chapter 3, Section 3 on Liquor Control;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend Title 3, Chapter 3, Section 9.

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

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

1. That Title 3, Chapter 3, Section 9 be amended by adding Section 9-1 as follows:

VIDEO SURVEILLANCE CAMERAS ON PREMISES: During the operation of the licensed establishment, the licensee shall maintain, in working condition, video surveillance cameras (the “cameras”) that are sufficiently light sensitive and provide sufficient image resolution to produce easily discernible images and visually record activities on all entrances of the licensed premises as well as the bar area. The video recording must be immediately available upon request to the liquor investigator or other law enforcement officer and maintained in compact disc, electronic file or other digital media that is capable of being transferred to a variety of portable form of media, including, but

not limited to, compact disc, digital video disc and/or memory USB stick. The recordings shall be preserved at least 30 days after recording.

Cameras shall be in all licensed establishments. Current licensees with cameras must maintain them as stated above. Current licensees without cameras are grand-fathered in. However, these cameras shall be mandatory for any new licensee.

Failure to maintain the cameras or to provide law enforcement officers, upon request, with the video recordings shall be a violation of the liquor license, and subject to any and all penalties set out in Title 3, Chapter 3, Section 12 of this code.

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 supercedes 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 _____, 2015; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 SECTION 6
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING SOBER SERVICE.**

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 Chapter 3, Section 3 on Liquor Control;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend Title 3, Chapter 3, Section 6 -D.

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

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

1. That Title 3, Chapter 3, Section 6 be amended by adding Section 6-D as follows:

RESTRICTIONS ON SERVERS. (a) Prohibition. It shall be unlawful for a licensee or an agent or employee of the licensee to serve or supervise the service of alcoholic beverages in a licensed premises while under the influence of alcohol, a controlled substance, a synthetic alternative drug or any combination of alcohol, a controlled substance and/or synthetic alternative drug. A Synthetic Alternative Drug shall have the meaning as this term is defined in Section 6-2-5-3b. Under the influence means not only all the well-known and easily recognized conditions and degrees of intoxication, but any abnormal mental or physical condition which is the result of indulging to any degree in alcohol beverages, controlled substance or synthetic alternative drug and which tends to deprive a person of the clearness of intellect and control of

himself or herself which he or she would otherwise possess.

(b) **PRESUMPTION.** A test of the person's breath, blood, or urine, including a preliminary breath test, that shows the person has an alcohol concentration of 0.04 or more is prima facie evidence that he or she is under the influence. Blood tests indicating impairment by controlled substance or synthetic alternative drug is also evidence that he or she is under the influence. Law enforcement officials shall be allowed to ask for a preliminary breath test upon reasonable suspicion. Refusal to submit to a requested test may be considered by the Local Liquor Commission as grounds for fines, suspension, revocation, non-issuance, or non-renewal of the licensee's liquor license.

(c) **EFFECT OF VIOLATION ON PREMISES.** If the principal business of the licensed premises is the sale of alcohol beverages, law enforcement officials will order it closed until such time as another licensed server of the licensee who is not in violation of this section shall take charge of such premises. It shall be a violation of this subsection for any licensed premises to be open contrary to such order of law enforcement officials.

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 supercedes 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 _____, 2015; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ___ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK