



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, FEBRUARY 27, 2017 5:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval Of Agenda
5. Approval of Minutes
5.1. Council Minutes dated February 13, 2017 ACTION REQUESTED: Approval of the Council Meeting Minutes dated February 13, 2017
6. Public Input
7. Consent Agenda
7.1. Building Department Report January ACTION REQUESTED: Receive and File January Building Department Report
7.2. Enjoy Pekin Tourism Minutes ACTION REQUESTED: Enjoy Pekin Tourism Minutes – January 10, 2017
7.3. LETTER OF SUPPORT ACTION REQUESTED: Support for John M. Evans Memory Care
8. COMMUNICATIONS
8.1. 2017 Peoria Area Convention and Visitors Bureau Presentation by PACB Representatives
8.2. IHSA March Madness Experience Presented by David Defreitas ACTION REQUESTED:
8.3. Annual NPDES MS4 Report ACTION REQUESTED: Annual NPDES MS4 report
9. New Business

9.1.	Peoria Area Convention and Visitors Bureau ACTION REQUESTED: \$10,000 for Membership Dues to be paid from the Tourism (Hotel/Motel Tax) Fund
9.2.	Intergovernmental Agreement between City of Pekin Police Dept. And The Pekin Housing Authority ACTION REQUESTED: The police department has been in an Intergovernmental Agreement (IGA) with the Pekin Housing Authority (PHA) for several years which provides benefits both to the PHA and the City of Pekin. Staff would recommend the council approve continued partnership with the PHA and approve the IGA extension for another three years.
9.3.	To award the contract for the Parkway Drainage Sidewalk Structure ACTION REQUESTED: To award the Parkway Drainage Sidewalk Structure to Stark Excavating Co. for the base bid and alternate one for a total cost of \$117,170.75.
9.4.	Approve the Contract for the Cambridge and Shire Storm Water Detention System Project ACTION REQUESTED: Approve the contract for the Cambridge and Shire Storm Water Detention System Project to Otto Baum Company in the amount of \$506,001.41
9.5.	IHSA Steering Committee ACTION REQUESTED: \$5,000.00 sponsorship from Tourism (Hotel/Motel Tax) Fund
10.	Any Other Business to Come Before the Council
11.	EXECUTIVE SESSION 5 ILCS 120/2 (c) (11.) Pending orThreaten Litigation
12.	Adjourn
13.	Reports

Column 1 Key:

TC Tony Carson City Manager

Column 2 Key:

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

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

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

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

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



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 24, 2017

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Council Minutes dated February 13, 2017

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: Approval of the Council Meeting Minutes dated February 13, 2017

DESCRIPTION: <Insert Description Here>

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

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

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

	residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date: September 26, 2016	

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY FEBRUARY 13, 2017 AT 5:30 O'CLOCK P.M.
JOHN MCCABE *MAYOR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor McCabe.

ROLL CALL

Roll was called. All Council Members were physically present. A quorum was declared.

Attendee Name	Title	Status	Arrived
Tim Golden	Council Member	Absent	
Lloyd Orrick	Mayor Pro-Tem	Present	
John p Abel	Council Member	Present	
Michael Ritchason	Council Member	Present	
Mark Luft	Council Member	Present	
Rusty Dunn	Council Member	Present	
John McCabe	Mayor	Present	

APPROVAL OF AGENDA

Motion by Council Member Luft, seconded by Council Member Ritchason that the Agenda be approved as presented. On roll call vote all presented voted Aye.

APPROVAL OF MINUTES

January 23, 2017

5.1. MINUTES

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	John p Abel, Council Member
AYES:	Orrick, Abel, Ritchason, Luft, Dunn, McCabe
ABSENT:	Tim Golden

PUBLIC INPUT

Keith Gleason President Teamsters Local 627 spoke in support to the Council's approval of the Sales Tax Ordinance. He stated the City had excellent City services performed by the employees he represented as well as police and fire employees. Those excellent services were what everyone wants and those types of services were expensive. There has to be a way to pay and increase sales tax is what the ordinance would do. The following, Executive Director West Business Trade Clint Drury, Brian Muth President Pacific Ethanol, Tom Vetch President Local Firefighters 524 spoke in support. Steve Schroeder recognized the services the City provided but Council needed to standup and raise taxes for the once wonderful infrastructure now crumbling.

Dustin Maquet stated he was not opposed to the increase in sales tax but informed Council that taxpayers in Pekin were paying a food and beverage tax of 2% also. Maquet asked if those paying the food and beverage tax be carved out of the sales tax to make it more fair.

Ann Witzig addressed the Council on the proposed increase in Sales Tax. She spoke of the popular word "vetting" and actions of the City as a "letting" Council. She gave examples of purchases of property at the riverfront and on Derby Street that Council had done nothing with. Mrs. Witzig stated her concern that the new generated money was for the General Fund spending and had to stop and for Council not to go out to the tax payer for the request.

Steve Schroeder spoke in support of the increase to the Sales Tax that had not been raised since 2006. He asked that Council stand up and say it was time to be able to provide repair the City's infrastructure.

Jim Todd, an employee of the City addressed the Sales Tax Ordinance and noted that the City would be getting money from other than those that lived in Pekin.

CONSENT AGENDA

The following was read and presented by Mayor McCabe for consideration of the Consent Agenda items by Omnibus Vote. Mayor McCabe read and presented the Proclamation "Pekin Women's Club Day" to Debbie Dant and congratulated the civic organization marking its 125th year existence. He also read and presented to school teacher and Council Member Michael Ritchason the Proclamation for "Young Author's Week."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Ritchason, Council Member
AYES:	Orrick, Abel, Ritchason, Luft, Dunn, McCabe
ABSENT:	Tim Golden

- 7.1. **Proclamation**
- 7.2. **Proclamation**
- 7.3. **Receive and File and File Bids for Cambridge and Shire Avenue Storm Water Detention System**
- 7.4. **Receive and File Bids for Parkway Drive Drainage Structure Sidewalk Reconstruction**
- 7.5. **February 2017 Traffic Safety Meeting Minutes**
- 7.6. **Fire Pension Municipal Compliance Report**
Receive and File Fire Pension Municipal Compliance Report per House Bill 5088
- 7.7. **Tazewell County Animal Control January 2017 Report**

OLD BUSINESS

- 8.1. **Resolution No. 43-16/17 A Resolution Regarding Minutes of Executive Session Meetings**

Council voted unanimously to remove the tabled item of January 27, 2017 from the table.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Mark Luft, Council Member
AYES:	Orrick, Abel, Ritchason, Luft, Dunn, McCabe
ABSENT:	Tim Golden

NEW BUSINESS

9.1. **Ordinance No. 2761-16/17 Amending Title 3, Chapter 2, Sections 1-3 of the Code of the City of Pekin 1995 Regarding Municipal Taxation**

Mr. Carson presented his recommendation to the Council on the amendment to the Home Rule Municipal Retailer Occupation Tax, increasing the tax from 1.2 percent to 1.75 percent. He stated during his discussion that Council be aware it was in the context of the General Fund. The Manager informed the Council that the need was significant for the increase for two reasons, it would preserve the City's existing levels of service and allow the City to replenish yearly the cash reserves that had fallen below acceptable levels. He pointed out the following facts: Businesses would not be at a competitive disadvantage to surrounding communities by the 1/2% increase. It had been previously estimated non-residents generated 20-25% of the sales tax. He estimated \$1.6 million dollars would be generated annually from the sales tax. He noted he had prepared 17 previous budgets and would be presenting to the Council in the next few months, the same type of budgeting where expenditures would not exceed revenues. With the General Fund operating at a 1.4 million dollar deficit it showed the need for the additional revenue. Without the increase the City would have to cut services but he felt the department were operating at a minimum levels. He strongly recommended the Ordinance be adopted that would show benefits to the City. Council Member Ritchason spoke of the Economic Development projects presented at the beginning of his term and was excited about their potential for the City. He informed the Council that an increase to the sales tax had been tabled until the Efficiency Study was completed to see if there could be cuts in its place. At that point the projects did not move forward without an earmarked source for the implementation of the projects. He commented that a tax was never popular, that the Council tried to make the best decisions, and that the City is at a place to move forward. Council Member Dunn spoke that the need was significant in replenishing cash reserves. It had been a long time since a company had moved to Pekin that provided head of household jobs. There was need for an economic development plan. Council Member Luft echoed the comments of Council Member Ritchason. He stated that the City now has a plan and has restructured the staff. He voiced concern without moving forward with revenues to fix the roads the City would never draw people to Pekin. He expressed total confidence in the Manager's proposal.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	John p Abel, Council Member
AYES:	Orrick, Abel, Ritchason, Luft, Dunn, McCabe
ABSENT:	Tim Golden

9.2. Ordinance No. 2758-16/17 – Amending the Code of the City of Pekin 1995 Regarding Title 7 Chapter 4 Flood Control

City Engineer Mike Guerra submitted to the Council an Amendment to meet floodplain management regulations to conform to National Flood Insurance Program and the Flood Insurance Rate Maps, effective February 17, 2017. He advised the Council that an ordinance had been adopted in October but Peoria County study and FIRM maps for property on the other side of the river was not listed. Therefore Title 7, chapter 4 of the City Code modifications were needed to incorporate the requirements of NFIP standards.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Orrick, Abel, Ritchason, Luft, Dunn, McCabe
ABSENT:	Tim Golden

9.3. Title 1 Chapter 12 Administrative Adjudication

Council was informed by Police Chief John Dossey on the changes to the City's administrative and traffic adjudication ordinances. He reported much of the ordinance related to cleanup work to the existing provisions and clarify some of its wording. The adjudication process would allow the City to save money in prosecution costs and aid in the collection of fines. The amendment confirms the ordinance is attached to underage drinking and social hosting ordinances. Also confirms there was no early pay discount attached to \$100 snow ban tickets. It was explained to Council Member Orrick's question that social hosting was a definition of drinking parties in residences.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rusty Dunn, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Orrick, Abel, Ritchason, Luft, Dunn, McCabe
ABSENT:	Tim Golden

9.4. Title 8 Chapter 10 Traffic Code of the City of Pekin ADJUDICATION

Police Chief Dossey next presented his request to amend The Traffic Code section, Title 8. He advised the amendment included updated language that would tie into other ordinances also the provisions as it pertained to the new marijuana legislation as it applied to expungement. Chief explained that adjudication in house shifted the burden from the taxpayer to the violator in a collection process of fees.

Council Member Abel questioned if the City had a large amount of uncollected fines. Council Member Orrick questioned and was told by Chief Dossey that the department is still required to report to the state for suspension of a license.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rusty Dunn, Council Member
SECONDER:	Michael Ritchason, Council Member
AYES:	Orrick, Abel, Ritchason, Luft, Dunn, McCabe
ABSENT:	Tim Golden

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The public was given the opportunity to express their comments to the Council.

City Manager Tony Carson briefed the Council on an item he found concerning regarding a public comment about the waste water collections department. He expressed his 100% support of the employees. He next applauded the Police Chief and the department for the Community Policing initiative. He identified a situation in which Officer Nick Taylor made a cautious effort to alert a resident of his garage door being open during the night. City Engineer Mike Guerra presented a Merit Award from American Council of Engineering Companies of Illinois 2017 Engineering Excellence Awards Completion for projects worthy of recognition for the engineer and the owner/client presented to the Farnsworth Group, Inc for the City of Pekin Wastewater Treatment and CSO Improvements. Mr. Guerra responded to Council Members Abel's question that the purchased property if the bid were to be awarded that the property will be demolished.

EXECUTIVE SESSION

ADJOURN

No further business to come before the Council a motion was made by Council Member Abel and seconded by Council Member Ritchason to adjourn. Motion carried viva voce.

Mayor McCabe adjourned the meeting at 7:05 P.M.

Sue E. McMillan

City Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 22, 2017

From: John Lebegue, Building & Inspections

John Lebegue, Building & Inspections

AGENDA ITEM: Building Department Report January

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: Receive and File January Building Department Report

DESCRIPTION: <Insert Description Here>

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

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

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

Cash Receipts

Receipt Listing by GL

User: berps
 Printed: 02/08/2017 - 5:53 AM



City Of Pekin
 in S. Capitol
 Pekin, IL 61554

Account Number Receipt No	Void	Cust No Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-420500						
Hvac License						
00348253	False	026474 William Masters Inc		1/3/2017	HVAC License	100.00
00349404	False	026516 Whitey's Heating and Air		1/3/2017	HVAC License	100.00
00354874	False	025896 Montefusco Heating & Sheet Metal		1/9/2017	HVAC License	100.00
00354875	False	026372 Garber Heating & Air Conditioning		1/9/2017	HVAC License	100.00
00354876	False	026192 Griffin Heating & Cooling Systems In		1/9/2017	HVAC License	100.00
00354877	False	026338 Cordis Heating & Air Conditioning In		1/9/2017	HVAC License	100.00
00354878	False	025878 AAA Northgate Heating & A/C Inc		1/9/2017	HVAC License	100.00
00354879	False	026525 Wayne Mechanical		1/9/2017	HVAC License	100.00
00355100	False	028013 Richard Christenson		1/9/2017	HVAC License	100.00
00355534	False	000000 Shaun Howard		1/11/2017	HVAC License	100.00
00355943	False	000000 Shaun Howard		1/12/2017	HVAC License	50.00
00356072	False	028045 Richard Freeman		1/13/2017	HVAC License	50.00
00356096	False	026577 Heindold Heating & Air Conditioning I		1/13/2017	HVAC License	100.00
00356144	False	000000 Brandon Andrews		1/17/2017	HVAC License	100.00
00356504	False	000000 Accurate Heating & Cooling		1/17/2017	HVAC License	50.00
00356518	False	025894 McCamy Heating & Air Conditioner		1/17/2017	HVAC License	50.00
00356950	False	026536 A & A Air Conditioning & Heating		1/19/2017	HVAC License	100.00
00357394	False	026654 Minter Heater & Air Conditioning		1/20/2017	HVAC License	100.00
00357400	False	027139 Cool Tech Heating & Cooling Minter,		1/20/2017	HVAC License	100.00
Fund: 100						Total:
100-793-420800						1,700.00
Electrical Contractors License						
00349309	False	026254 Moltor Electric		1/3/2017	Electrical License	100.00
00349405	False	026459 S & S Lighting Maintenance Co		1/3/2017	Electrical License	100.00
00349415	False	026447 Benassi Electric		1/3/2017	Electrical License	100.00
00354871	False	026503 Trapp Electric		1/9/2017	Electrical License	100.00

CR - Cash Receipts Proof List by GL (02/08/2017 - 5:53 AM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00354873	True	026096	Climate Pros Inc		1/9/2017	Electrical License	100.00
00354880	False	026739	J-Horn Electric LLC		1/9/2017	Electrical License	100.00
00354881	False	026264	Rumbold & Rumbold		1/9/2017	Electrical License	100.00
00354882	False	026251	Boehm Electrical Contractors LLC		1/9/2017	Electrical License	100.00
00354883	False	027450	Jay Fitzanko		1/9/2017	Electrical License	100.00
00354884	False	025861	Fleming Electric Inc		1/9/2017	Electrical License	100.00
00354888	False	026396	Prairie Signs Inc		1/9/2017	Electrical License	100.00
00355304	True	026503	Trapp Electric		1/9/2017	Electrical License	100.00
00355451	False	026616	RAM Electric		1/10/2017	Electrical License	100.00
00356064	False	026501	Dennis Electric LLC		1/13/2017	Electrical License	100.00
00356065	False	025867	Kaiser Electrical Contractors Inc		1/13/2017	Electrical License	100.00
00360151	False	025858	Mullen Electric Co		1/26/2017	Electrical License	100.00
00360161	False	028085	Jeff Lippert		1/26/2017	Electric Testing Fee	50.00
00360163	False	026578	Wilcox Electric & Service Inc		1/26/2017	Electrical License	100.00
Total:							1,750.00
100-793-423000 Home Occupation License							
00354886	False	026494	Naftziger Drapery II		1/9/2017	Home Occupation	45.00
00354887	False	026600	Macfarjo Frontpage		1/9/2017	Home Occupation	45.00
00355491	False	021211	Rodney Meclanahan		1/10/2017	Home Occupation	45.00
00355492	False	026488	Patsy Bolds/Day Care		1/10/2017	Day Care Provider License	45.00
00355493	False	026446	Sandra S White		1/10/2017	Home Occupation	45.00
00355494	False	026365	Carol Schultz LLC		1/10/2017	Home Occupation	45.00
00355495	False	026444	Destinations By Dana		1/10/2017	Home Occupation	45.00
00356056	False	026479	P & F Alliance		1/13/2017	Home Occupation	45.00
00356057	False	026386	Rosie O Fursion		1/13/2017	Home Occupation	45.00
00356059	False	026445	Soothing Moment Massage		1/13/2017	Home Occupation	45.00
00356060	False	026387	2121 Sports		1/13/2017	Home Occupation	45.00
00356061	False	026362	Robert J Oliverius Accounting		1/13/2017	Home Occupation	45.00
00356063	False	026451	Underwood Motorsports		1/13/2017	Home Occupation	45.00
00356066	False	026490	Denise Allen/Day Care		1/13/2017	Day Care Provider License	45.00
00356080	False	027438	McBlanks		1/13/2017	Home Occupation	45.00
00356091	False	026412	J & J Consulting Firm Inc		1/13/2017	Home Occupation	45.00
00356093	False	026413	Alexander's Bookkeeping & Tax Servi		1/13/2017	Home Occupation	45.00
00356098	False	026530	Creative Glas LLC		1/13/2017	Home Occupation	45.00
00356828	False	026489	Jane Miller/Day Care		1/19/2017	Day Care Provider License	45.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00356831	False	026492	The Clock Company Est 1993		1/19/2017	Home Occupation	45.00
00356834	False	026361	David Huskisson Brady's Carpet Clean		1/19/2017	Home Occupation	45.00
00356840	False	026528	Glenma J Shurt/DayCare Provider		1/19/2017	Day Care Provider License	45.00
00356849	False	026449	Miss Amanda's DayCare		1/19/2017	Day Care Provider License	45.00
00356893	False	026366	Tesar Financial LLC		1/19/2017	Home Occupation	45.00
00356900	False	026553	YWCA Day Care Center		1/19/2017	Day Care Provider License	45.00
00357405	False	026643	Southside Cue Repair		1/20/2017	Home Occupation	45.00
00357406	False	026364	Cameron's Towing Inc		1/20/2017	Home Occupation	45.00
00359052	False	026690	Express Publishing		1/24/2017	Home Occupation	45.00
00359908	False	026484	Yancey's Legacy Acres		1/25/2017	Home Occupation	45.00
100-793-425500							1,305.00
Hvac Permit							Total:
00349533	False	000000	Nick Mucciante		1/4/2017	HVAC Permit	80.00
00349534	False	000000	Covenant Heating and Air		1/4/2017	HVAC Permit	40.00
00349535	False	000000	Covenant Heating and Air		1/4/2017	HVAC Permit	40.00
00349538	False	000000	Staats Service Today		1/4/2017	HVAC Permit	40.00
00349546	False	000000	Lindsey Heating		1/4/2017	HVAC Permit	20.00
00354290	False	000000	McAllister		1/6/2017	HVAC Permit	20.00
00354300	False	000000	Cordis Heating and Air		1/6/2017	HVAC Permit	20.00
00354302	False	000000	Cordis Heating and Air		1/6/2017	HVAC Permit	20.00
00354303	False	000000	Cordis Heating and Air		1/6/2017	HVAC Permit	40.00
00354304	False	000000	Cordis Heating and Air		1/6/2017	HVAC Permit	40.00
00354305	False	000000	Cordis Heating and Air		1/6/2017	HVAC Permit	40.00
00355527	False	000000	Stubber Heating and Air		1/11/2017	HVAC Permit	20.00
00355528	False	000000	Stubber Heating and Air		1/11/2017	HVAC Permit	20.00
00355530	False	000000	Fritch Heating and Cooling Inc		1/11/2017	HVAC Permit	60.00
00355532	False	000000	Fritch Heating and Cooling		1/11/2017	HVAC Permit	40.00
00355533	False	000000	Fritch Heating and Cooling		1/11/2017	HVAC Permit	40.00
00355939	False	000000	Lindsey Heating and Air Inc.		1/12/2017	HVAC Permit	20.00
00356533	False	000000	Covenant Heating and Cooling		1/18/2017	HVAC Permit	40.00
00356534	False	000000	Covenant Heating and Cooling		1/18/2017	HVAC Permit	40.00
00357052	False	000000	Service Inc		1/19/2017	HVAC Permit	20.00
00359165	False	000000	Staats Service Today		1/24/2017	HVAC Permit	40.00
00359178	False	000000	Dave ODay Heating		1/24/2017	HVAC Permit	20.00
00361527	False	000000	Covenant heating & Air LLC		1/31/2017	HVAC Permit	40.00

CR - Cash Receipts Proof List by GL (02/08/2017 - 5:53 AM)

Account Number	Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00361532	False		000000	Cordis Heating and Air		1/31/2017	HVAC Permit	20.00
00361533	False		000000	Cordis Heating and Air		1/31/2017	HVAC Permit	20.00
00361534	False		000000	Cordis Heating and Air		1/31/2017	HVAC Permit	40.00
00361535	False		000000	Cordis Heating and Air		1/31/2017	HVAC Permit	80.00
00362114	False		000000	Fritch Heating and Cooling		1/31/2017	HVAC Permit	20.00
Fund: 100								Total:
								1,000.00
100-793-425700 Special Use Permit								
00354885	False		026327	Morningside of Pekin		1/9/2017	Special Use Permit	50.00
00356067	False		026486	8th Street Sweet Spot		1/13/2017	Special Use Permit	50.00
00356068	False		026485	Tazewell County Childrens Advocacy		1/13/2017	Special Use Permit	50.00
00356074	False		026301	Goddard Used Auto Sales		1/13/2017	Special Use Permit	50.00
00356075	False		026321	Avanti's Drive Thru @ 3610 Kelly Av		1/13/2017	Special Use Permit	50.00
00356909	False		022756	Parco Ltd.		1/19/2017	Special Use Permit	50.00
00356911	False		026322	Southside Bank/Pekin Branch Drive T		1/19/2017	Special Use Permit	50.00
00356934	False		026476	Henderson Funeral Home & Cremator		1/19/2017	Special Use Permit	50.00
00356947	False		026305	New Testament Missionary Baptist Ct		1/19/2017	Special Use Permit	50.00
00357402	False		026325	Bridgeway Community Church of the		1/20/2017	Special Use Permit	50.00
00357403	False		026421	Tazewell County School Employee Ct		1/20/2017	Special Use Permit	50.00
00357407	False		006073	Beck Oil Company of Illinois		1/20/2017	Special Use Permit	50.00
00359374	False		026344	Walgreens #11493		1/25/2017	Special Use Permit	50.00
00360152	False		026478	Rescued Heart Animal Hospital		1/26/2017	Special Use Permit	50.00
Fund: 100								Total:
								700.00
100-793-426000 Electrical Permits								
00349537	False		000000	Fryman Electric		1/4/2017	Electrical Permit	43.00
00349540	False		000000	Dennis Electric LLC		1/4/2017	Electrical Permit	85.00
00349541	False		000000	Grimm Electric		1/4/2017	Electrical Permit	43.00
00349542	False		000000	Schwartz Electric and Slight		1/4/2017	Electrical Permit	31.00
00349547	False		000000	Falstate Electric		1/4/2017	Electrical Permit	67.00
00354889	False		000000	Wagenbach Electric		1/9/2017	Electrical Permit	210.00
00355525	False		000000	AECO Inc		1/11/2017	Electrical Permit	31.00
00355526	False		000000	Spencer Currale		1/11/2017	Electrical Permit	43.00
00355935	False		000000	CTES		1/12/2017	Electrical Permit	31.00
00355936	False		000000	L&F Electric		1/12/2017	Electrical Permit	91.00
00356530	False		000000	Dennis Electric LLC		1/18/2017	Electrical Permit	43.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00356964	False	000000	Kenneth Baugh		1/19/2017	Electrical Permit	43.00
00359176	False	000000	Wagonbach Electric		1/24/2017	Electrical Permit	43.00
00361526	False	000000	Rich Joupperi		1/31/2017	Electrical Permit	44.00
00361530	False	000000	Zendavor Signs		1/31/2017	Electrical Permit	123.00
00361531	False	000000	Zeller Electric Inc.		1/31/2017	Electrical Permit	1,003.00
100-793-426400						Fund: 100	Total:
				Building And Rezoning Permit			1,974.00
00349539	False	000000	Antle Construction Company		1/4/2017	Building Rezoning Permits	110.00
00349545	False	000000	River City Construction LLC		1/4/2017	Building Rezoning Permits	1,856.00
00354306	False	000000	Roger Stuber Builder		1/6/2017	Building Rezoning Permits	190.00
00354307	False	000000	All Season Roofing		1/6/2017	Building Rezoning Permits	89.00
00355300	False	000000	Ken Baugh		1/9/2017	Building Rezoning Permits	125.00
00355496	False	000000	Troublefree		1/10/2017	Building Rezoning Permits	200.00
00355531	False	000000	Fritch Heating and Cooling		1/11/2017	Building Rezoning Permits	20.00
00355932	False	000000	First Baptist Church of Pekin		1/12/2017	Building Rezoning Permits	107.00
00355934	False	000000	Stegers Furniture		1/12/2017	Building Rezoning Permits	110.00
00355937	False	000000	Dustin Faulkingham		1/12/2017	Building Rezoning Permits	95.00
00356532	False	000000	Antonini Brothers Inc.		1/18/2017	Building Rezoning Permits	107.00
00359054	False	000000	GM Remodeling		1/24/2017	Building Rezoning Permits	349.00
00359174	False	000000	Autumn Dale		1/24/2017	Building Rezoning Permits	50.00
00359175	False	000000	Autumn Dale		1/24/2017	Building Rezoning Permits	3.00
00359177	False	000000	Beck Oil		1/24/2017	Building Rezoning Permits	20.00
00360537	False	000000	Austin Beau		1/27/2017	Building Rezoning Permits	50.00
00361525	False	000000	Joe Gianessi		1/31/2017	Building Rezoning Permits	50.00
00361528	False	000000	Antonini Brothers Inc.		1/31/2017	Building Rezoning Permits	40.00
00361529	False	000000	Antonini Brothers Inc		1/31/2017	Building Rezoning Permits	80.00
100-793-451200						Fund: 100	Total:
				Plumbing Permits			3,651.00
00349532	False	000000	David Burling and Son		1/4/2017	Plumbing Inspections	55.00
00349536	False	000000	W. BoyerAnd Son Inc		1/4/2017	Plumbing Inspections	26.00
00349543	False	000000	Kalman Engineering Inc		1/4/2017	Plumbing Inspections	16.00
00354299	False	000000	Thomas Swingle		1/6/2017	Plumbing Inspections	64.00
00354308	False	000000	David Burling and Son		1/6/2017	Plumbing Inspections	55.00
00355496	False	000000	Troublefree		1/10/2017	Plumbing Inspections	79.00

CR - Cash Receipts Proof List by GL (02/08/2017 - 5:53 AM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00355524	False	000000	David Burling and Son		1/11/2017	Plumbing Inspections	55.00
00355529	False	000000	Illini Plumbing Inc.		1/11/2017	Plumbing Inspections	10.00
00355938	False	000000	Gingerich Plumbing Company		1/12/2017	Plumbing Inspections	82.00
00355940	False	000000	Tazewell Plumbing Inc.		1/12/2017	Plumbing Inspections	20.00
00355941	False	000000	Tazewell Plumbing Inc.		1/12/2017	Plumbing Inspections	62.00
00355942	False	000000	Tazewell Plumbing Inc.		1/12/2017	Plumbing Inspections	40.00
00356529	False	000000	Kalman Engineering		1/18/2017	Plumbing Inspections	68.00
00356531	False	000000	Heather Eash Plumbing		1/18/2017	Plumbing Inspections	20.00
00356536	False	000000	Wiegand Plumbing		1/18/2017	Plumbing Inspections	58.00
00357706	False	000000	Brett Lahood		1/23/2017	Plumbing Inspections	20.00
00359163	False	000000	Central plumbing		1/24/2017	Plumbing Inspections	26.00
00359168	False	000000	Burling and Son		1/24/2017	Plumbing Inspections	55.00
00359169	False	000000	Burling and Son		1/24/2017	Plumbing Inspections	55.00
100-793-451700				Property Cleanup Fees		Total:	866.00
00360444	False	000000	TAZEWELL COUNTY RECORDER		1/26/2017	Property Clean Up Fees	1.25
						Fund: 100	1.25
100-793-463600				Code Violation Fines		Total:	75.00
00359244	False	000000	B-D Lawyers Group, LLP Lawyers Tr		1/25/2017	Code Violation Fines	75.00
						Fund: 100	75.00
100-793-499800				Miscellaneous Receipts		Total:	85.00
00359180	False	000000	JALARAM TRADING COMPANY		1/24/2017	Misc Receipts	85.00
						Fund: 100	85.00

Report Totals: 13,107.25



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 10, 2017

From: Paula Gensel, Admin Asst.

AGENDA ITEM: Enjoy Pekin Tourism Minutes

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: Enjoy Pekin Tourism Minutes – January 10, 2017

DESCRIPTION: Enjoy Pekin Tourism Minutes – January 10th, 2017

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: None

IMPACT IF DENIED: None

ALTERNATIVES: None

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016



**Enjoy Pekin – Tourism Committee Meeting
Tuesday, January 10, 2017
City Hall – 4:00pm**

MINUTES

Present: Renna, Lelonie, and Katie Shackelford

Absent: Emily, Kaci, Mayor McCabe and Tony Carson, City Manager

1.0 Tourism Grant applications:

- 1.1 FCI-Pekin Prison Christmas Party: Motion made by Lelonie, seconded by Renna to deny the grant due to not meeting the Enjoy Pekin Tourism guidelines. Motion passed.

2.0 Tourism activities:

- 2.1 Soda Pop Tour –Saturday, June 17, 2017. Jennel and Tony were present to discuss the event. Volunteers, signage, sponsorships, and how to get the information out to families and businesses was discussed.
- 2.2 2017 IHSA March Madness: All information submitted to City Manager.
- 2.3 Ledgestone Tournament: All information submitted to City Manager.
- 2.4 Pekin Community Tourism Forum update: No discussion
- 2.4.1 Next meeting February 2nd: Kouri's. 11:30am to 1:00pm
- 2.5 Community Events: Nothing at this time.

3.0 Advertisements/Public Relations

- 3.1: 2017 Spring/Summer Season Pekin Community High School Program: ¼ page \$300.00. Committee recommended to place an ad for the Spring/Summer season with changes to the ad. Paula to submit changes.

Other business:

- Enjoy Peoria PACVB updates – No updates
- Enjoy Pekin/Chamber updates – No updates
- Katy Shackelford, Pekin City Planner will be taking over the role of Tourism Director.
- Discussion: Guidelines for Enjoy Pekin Tourism Grants was tabled until the February meeting so all committee members can be present.
- Katy will send out an Announcement/Agenda for a meeting change for the February 14th meeting.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 24, 2017

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Letter of Support John M. Evans

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: Support for John M. Evans Memory Care

DESCRIPTION: <Insert Description Here>

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

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

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

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

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

LETTER OF SUPPORT

Thank you for contacting the City of Pekin about plans to add a Memory Care Supportive Community to John M Evans Pekin Support of Living.

I am writing to express our full support for the proposed addition.

The Memory Care Supportive Living Community will fill a huge need in our area. We continue to experience significant growth in the number of individuals who suffer from Alzheimer's disease or related dementia.

The proposed community will offer a wonderful affordable alternative to a nursing home for older adults who need some assistance but do not require full skilled nursing care. It will especially benefit low-income and moderate-income older adults. Currently, a nursing home is the only option unless the older adult has the financial means to afford to pay the full private pay rate at a traditional assisted living facility, which has specialized Memory Care.

Residents in the SLF Memory Care will be able to benefit from living in their own private apartment while receiving the help. Assistance and services they need. Residents will be able to furnish and decorate their apartment.

The architectural and interior design of the Memory Care will reflect research on what works best for individuals with Alzheimer's. The focus will be on providing a dignified living environment that includes safety features and comforts of home.

The staff will be specially trained on how to treat, serve and communicate with residents suffering from dementia. The staff also will be trained on how to engage residents in group and individual activities.

The emphasis will be on providing residents with a wealth of opportunities to maintain a sense of purpose and belonging in all seasons of dementia.

Older adults in our area will benefit greatly from the Memory Care Supportive Living community. The also will be a great benefit to their family members.

We certainly would recommend the approval of the proposed Memory Care Supportive Living community at John M. Evans Pekin. It certainly would fill a significant need.

Mayor John McCabe



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 23, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: PACVB Presentation

AGENDA DATE REQUESTED: February 27, 2017

DESCRIPTION: <Insert Description Here>

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

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

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 22, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: IHSA March Madness Experience

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED:

DESCRIPTION: <Insert Description Here>

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

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

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 22, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: NPDES MS4 Annual Meeting

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: Annual NPDES MS4 report

DESCRIPTION: Per the City's NPDES MS4 permit an annual report needs to be conducted at a public meeting.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS: Storm water quality

IMPACT IF APPROVED: N/A

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY: Mandated requirement

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.]

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REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016



Illinois Environmental Protection Agency

Page 1 of 3

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.

For Office Use Only

OWNER INFORMATION

Company/Owner Name: City of Pekin

Permit No. ILR10 _____

Mailing Address: 111 South Capitol StreetPhone: (309) 478-5348City: Pekin State: IL Zip: 61554Fax: (309) 346-2095Contact Person: Michael GuerraE-mail: mmguerra@ci.pekin.il.usOwner Type (select one) CityMS4 Community: ☒ Yes ☐ No

CONTRACTOR INFORMATION

Contractor Name: TBD

Mailing Address: _____

Phone: _____

City: _____ State: _____ Zip: _____

Fax: _____

CONSTRUCTION SITE INFORMATION

Select One: ☒ New ☐ Change of information for: ILR10 _____Project Name: Cambridge & Shire Storm Water Detention SystemCounty: TazewellStreet Address: 1119 Derby StreetCity: Pekin

IL

Zip: 61554Latitude: 40 33 24
(Deg) (Min) (Sec)Longitude: 89 38 08
(Deg) (Min) (Sec)2 24N 5W
Section Township RangeApproximate Construction Start Date Apr 3, 2017Approximate Construction End Date Jul 28, 2017Total size of construction site in acres: +/- 1

If less than 1 acre, is the site part of a larger common plan of development?

☐ Yes ☐ No

Fee Schedule for Construction Sites:
Less than 5 acres - \$250
5 or more acres - \$750

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency?

☒ Yes ☐ No(Submit SWPPP electronically to: epa.constilr10swppp@illinois.gov)Location of SWPPP for viewing: Address: TBD

City: _____

SWPPP contact information:

Inspector qualifications: _____

Contact Name: TBD

Phone: _____

Fax: _____

E-mail: _____

Project inspector, if different from above

Inspector qualifications: _____

Inspector's Name: TBD

Phone: _____

Fax: _____

E-mail: _____

TYPE OF CONSTRUCTION (select one)Construction Type Transportation

SIC Code: _____

Type a detailed description of the project:

The construction of a new storm water detention system which will require pavement removal and replacement, sidewalk removal and replacement, curb and gutter removal and replacement, new storm sewer, excavation for a new detention pond, fencing, landscaping, and all collateral work.

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency ☐ Yes ☒ No

Endangered Species ☐ Yes ☒ No

RECEIVING WATER INFORMATION

Does your storm water discharge directly to: ☐ Waters of the State or ☐ Storm Sewer

Owner of storm sewer system: City of Pekin

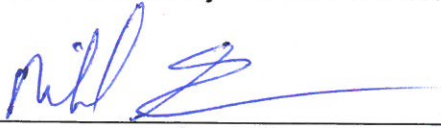
Name of closest receiving water body to which you discharge: Illinois River

Mail completed form to: Illinois Environmental Protection Agency
 Division of Water Pollution Control
 Attn: Permit Section
 Post Office Box 19276
 Springfield, Illinois 62794-9276
 or call (217) 782-0610
 FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))



Owner Signature:

Michael Guerra

Printed Name:

December 23, 2016

Date:

City Engineer

Title:

INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: epa.constilr10swppp@illinois.gov When submitting electronically, use Project Name and City as indicated on NOI form.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 23, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: PACVB Membership Dues

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: \$10,000 for Membership Dues to be paid from the Tourism (Hotel/Motel Tax) Fund

DESCRIPTION: The Peoria Area Convention and Visitors Bureau works hand in hand with communities in our eight county service area to create economic growth through sales and marketing efforts to bring more sporting events, meetings and conventions and the leisure tourist to our area. PACVB is the go-to resource for Peoria Area Events, tourist activities and festivals.

FINANCIAL IMPACT: \$10,000 from Tourism Hotel/Motel Tax Fund (208)

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Continue to work with PACVB to promote and attract events in the community and act as a regional player in tourism development.

IMPACT IF DENIED: Lose the support of attraction and marketing efforts provided by the PACVB.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds): Date:
--

City Manager:

Date: September 26, 2016



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 16, 2017

From: John Dossey, Police Chief

Angie Evans, Finance/Accounting Contact
Elliff & Bosich, City Attorney

AGENDA ITEM: Intergovernmental Agreement Pekin Housing Authority

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: The police department has been in an Intergovernmental Agreement (IGA) with the Pekin Housing Authority (PHA) for several years which provides benefits both to the PHA and the City of Pekin. Staff would recommend the council approve continued partnership with the PHA and approve the IGA extension for another three years.

DESCRIPTION: Intergovernmental Agreement with the Pekin Housing Authority

FINANCIAL IMPACT: None to the City

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Continued Partnership with the PHA

IMPACT IF DENIED: N/A

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

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

REQUIRED SIGNATURES

[illegible]

Finance Department (Certification of Availability of Funds): Date:
--

City Manager:

Date: September 26, 2016

INTERGOVERNMENTAL AGREEMENT FOR POLICE PROTECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 27th Day of February, 2017 by and between the HOUSING AUTHORITY OF-THE CITY OF PEKIN, a municipal corporation, hereinafter referred to as the "PHA", and the CITY OF PEKIN, a municipal corporation and body politic, hereinafter referred to as the "CITY",

WITNESSETH:

WHEREAS, both the PHA and the CITY are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures and undertaking to perform jointly any governmental purpose or undertaking, which either of them could do singularly.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the PHA and the CITY as follows, that:

1. The CITY shall authorize its police officers to provide police protection services to residents of the PHA when not scheduled to work for the City between the months of February, 2017 through January, 2020.

Police officers who choose to do so will provide the services as part-time employees of The PHA.

2. PHA shall pay the police officers at the rate of \$25 per hour for each officer's labor. PHA shall withhold all applicable payroll taxes.
3. PHA will designate the times and dates said services will be provided and who shall provide said services.
4. PHA shall carry workers compensation insurance in the limits required by law on all CITY police officers who perform work pursuant to this Agreement, but only for claims which may arise as a result of performing duties in accordance with this Agreement:
5. The CITY shall hold PHA harmless from and indemnify them, their commissioners, officers, employees and agents of and from any liability or claims which may arise from any third party who makes a claim against PHA as a result of any officer's action or conduct while performing duties pursuant to this Agreement. Further, CITY agrees, during the course of this Agreement, to maintain its self insurance program or to name PHA as "additional insured" on CITY's public liability insurance policy and said policy shall be of limits not less than One Million Dollars (\$1,000,000.00).

6. This Agreement has been approved by the City Council of the City of Pekin and the PHA Board of Commissioners, at a duly conducted meeting of each.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement as of the day and year first above written.

FOR THE CITY OF PEKIN

ATTEST

By: _____
John McCabe
its Mayor

By: _____
Sue McMillan
its City Clerk

FOR THE HOUSING AUTHORITY OF THE
CITY OF PEKIN

ATTEST:

By: _____
Karl Jordan Chairman

By: _____
Dennis Green
Secretary



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 21, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Award Parkway Drainage Sidewalk Structure

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: To award the Parkway Drainage Sidewalk Structure to Stark Excavating Co. for the base bid and alternate one for a total cost of \$117,170.75.

DESCRIPTION: This project is to remove and replace the sidewalk bridge on Parkway behind Pekin Insurance building. The sidewalk's railing has had to be reattached three times due to corrosion of the metal and continual spalling of the concrete. The bottom layer rebar is now exposed along with a failing catch basin indicating reconstruction is needed.

Bids were originally sought in July of 2016 but only three bids were received and all bids were over the estimate so all bids were rejected. Therefore plans and specifications were reviewed and the project was rebid. For this letting the City received seven bids with the Stark Excavating Company being the low bidder. Again the bids came in over 20% over estimate. However, the bids were similar to the bids the first letting and with seven companies submitting bids this would indicate that is the true cost of the project. Therefore the recommendation is to award the contract to Stark Excavating Company.

FINANCIAL IMPACT: \$117,170.75

NEIGHBORHOOD CONCERNS: lane closures on Parkway Drive and limited access to the adjacent apartment building.

IMPACT IF APPROVED: The project will be awarded and construction will begin

IMPACT IF DENIED: The project will not be awarded

ALTERNATIVES: Re-exam alternative solutions to the replace the sidewalk that were original estimated at a higher cost.

RELATED TO EFFICIENCY STUDY: N/A

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date: Finance Department (Certification of Availability of Funds): Date: City Manager: Date: September 26, 2016	

SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

- A. The Contract, bonds, and certificates shall be those assembled by the ENGINEER and shall consist of the following:

Agreement
Performance Bond
Payment Bond
Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion
Contractor's Application for Payment
General Conditions
Supplemental Conditions

- B. Copies of the Agreement, bonds, and certificates follow for reference.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between the City of Pekin (hereinafter called OWNER) and _____, hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Parkway Drive Drainage Structure Sidewalk Reconstruction

ARTICLE 2. ENGINEER

The Project has been designed by: Midwest Engineering Associates, Inc.
140 E. Washington Street;
East Peoria, Illinois 61611

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

00500-1

Attachment: Parkway Drainage Structure Contract (1038 : Award Parkway Drainage Sidewalk Structure)

have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 All Work with respect to the Base Bid shall be substantially completed within 60 calendar days of the date of the Notice to Proceed.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred Fifty Dollars (\$750.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

- 4.1 The CONTRACTOR agrees to perform all the Work described in the Contract Documents and comply with the terms therein according to the unit prices shown in the Bid Form Schedule (Section 00300) and Change Order.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50 percent completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and

progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 98 percent of the Work completed.

- 5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and

in accordance with the other terms and conditions of the Contract Documents.

- 7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).
- 8.2 Exhibits to this Agreement (pages ____ to ____, inclusive).
- 8.3. Performance, Payment, and other Bonds, identified as listed in the Table of Contents.
- 8.4 Notice of Award.
- 8.5. Notice to Proceed.
- 8.6. General Conditions (pages GC-1 to GC-57, inclusive).
- 8.7. Supplementary Conditions (pages SC-1 to SC-4, inclusive).
- 8.8 Specifications/Special Provisions and Special Conditions bearing the title PARKWAY DRIVE DRAINAGE STRUCTURE SIDEWALK RECONSTRUCTION as listed in the index in the Contract Documents dated December 2016 and included in the plans bearing the title PARKWAY DRIVE DRAINAGE STRUCTURE SIDEWALK RECONSTRUCTION dated 12/23/2016 as listed on the "cover Sheet".
- 8.9 Plans bearing the title PARKWAY DRIVE DRAINAGE STRUCTURE SIDEWALK RECONSTRUCTION dated 12/23/2016 as listed on the "Cover Sheet".
- 8.10 Addenda numbers ____ to ____, inclusive.
- 8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-7, inclusive).

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to section 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplementary as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assign or from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2017.

OWNER City of Pekin

CONTRACTOR

By: _____

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

Attachment: Parkway Drainage Structure Contract (1038 : Award Parkway Drainage Sidewalk Structure)

PARKWAY DRAINAGE STRUCTURE

COMPANY:			ESTIMATE		AUPPERLE		LAVERD
ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE
CLEARING	1	LSUM	\$1,500.00	\$1,500.00	\$5,800.00	\$5,800.00	\$1,075.00
PAVEMENT REMOVAL	137	SQ YD	\$15.00	\$2,055.00	\$24.00	\$3,288.00	\$6.30
SIDEWALK REMOVAL	87	SQ FT	\$2.50	\$217.50	\$14.00	\$1,218.00	\$2.15
COMBO CONCRETE CURB & GUTTER REMOVAL	67	FOOT	\$10.00	\$670.00	\$19.00	\$1,273.00	\$6.20
REMOVE ELEVATED SIDEWALK	1	LSUM	\$3,500.00	\$3,500.00	\$2,688.00	\$2,688.00	\$300.00
POT HOLE UTILITY	4	EACH	\$250.00	\$1,000.00	\$1,440.00	\$5,760.00	\$535.00
EARTHWORK, COMPLETE	1	LSUM	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00	\$4,760.00
AGG. BASE COURSE, TYPE B	27	TON	\$35.00	\$945.00	\$52.00	\$1,404.00	\$45.10
SUBBASE GRANULAR MATERIAL TYPE B, 4"	23	SQ YD	\$15.50	\$356.50	\$30.00	\$690.00	\$23.30
GEOTECH FABRIC	112	SQ YD	\$1.25	\$140.00	\$4.00	\$448.00	\$2.85
HMA SURFACE COURSE 19 N50	2	TON	\$400.00	\$800.00	\$560.00	\$1,120.00	\$700.00
HMA BINDER COURSE 19 N50	2	TON	\$400.00	\$800.00	\$560.00	\$1,120.00	\$700.00
PRIME COAT	8	GAL	\$50.00	\$400.00	\$10.00	\$80.00	\$25.00
PCC BASE COURSE	5	CU YD	\$200.00	\$1,000.00	\$300.00	\$1,500.00	\$360.50
COMBO CONCRETE CURB & GUTTER, TYPE B-6.12	67	FOOT	\$30.00	\$2,010.00	\$52.00	\$3,484.00	\$42.25
PATCH & ADJUST EXISTING INLET	1	LSUM	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$800.00
PCC PAVEMENT 6"	22	SQ YD	\$50.00	\$1,100.00	\$90.00	\$1,980.00	\$74.00
PCC SIDEWALK 4"	207	SQ FT	\$6.00	\$1,242.00	\$11.00	\$2,277.00	\$8.55
STRUCTURE EXCAVATION	39	CU YD	\$30.00	\$1,170.00	\$100.00	\$3,900.00	\$26.10
SELECT GRANULAR BACKFILL	6	CU YD	\$50.00	\$300.00	\$86.00	\$516.00	\$94.00
CONCRETE STRUCTURES PRECAST PRESTRESSED CONCRETE	11	CU YD	\$750.00	\$8,250.00	\$800.00	\$8,800.00	\$900.00
DECK BEAMS (17" DEPTH)	352	SQ FT	\$65.00	\$22,880.00	\$92.00	\$32,384.00	\$112.30
REINFORCEMENT BARS EPOXY COATED	930	POUND	\$2.50	\$2,325.00	\$3.00	\$2,790.00	\$2.25
STEEL RAILING, TYPE TP-1	46	FOOT	\$150.00	\$6,900.00	\$410.00	\$18,860.00	\$267.00
SLOPE WALL, 6"	23	SQ YD	\$125.00	\$2,875.00	\$225.00	\$5,175.00	\$143.00
SEGMENTAL BLOCK RETAINING WALL, COMPLETE	103	FACE FT	\$60.00	\$6,180.00	\$52.00	\$5,356.00	\$64.25

Attachment: PARKWAY BID TAB (1038 : Award Parkway Drainage Sidewalk Structure)

REMOVE AND REINSTALL LIGHT POLE	1	LSUM	\$5,000.00	\$5,000.00	\$2,562.00	\$2,562.00	\$5,975.00
LANDSCAPING	1	LSUM	\$2,500.00	\$2,500.00	\$2,405.00	\$2,405.00	\$2,100.00
TRAFFIC CONTROL	1	LSUM	\$7,500.00	\$7,500.00	\$11,924.00	\$11,924.00	\$7,500.00
MATERIALS TESTING	1	LSUM	\$1,000.00	\$1,000.00	\$3,675.00	\$3,675.00	\$2,500.00
CONSTRUCTION LAYOUT	1	LSUM	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,500.00
EROSION CONTROL	1	LSUM	\$1,000.00	\$1,000.00	\$2,373.00	\$2,373.00	\$960.00
CHAIN LINK FENCE, 6'	12	FOOT	\$100.00	\$1,200.00	\$120.00	\$1,440.00	\$120.00
MOBILIZATION	1	LSUM	\$2,400.00	\$2,400.00	\$3,255.00	\$3,255.00	\$12,425.00
ALTERNATIVE BID 1			TOTAL:	\$93,216.00	TOTAL:	\$148,845.00	TOTAL:
PCC PAVEMENT, 4"	91	SQ YD	\$45.00	\$4,095.00	\$65.00	\$5,915.00	\$77.00
ALTERNATIVE BID 2			ALT. BID 1 TOTAL:	\$4,095.00	ALT. BID 1 TOTAL:	\$5,915.00	ALT. BID 1 TOTAL:
HMA ASPHALT SURFACE COURSE MIX "C", N50, SPECIAL	21	TON	\$250.00	\$5,250.00	\$275.00	\$5,775.00	\$400.00
PRIME COAT	46	GAL	\$50.00	\$2,300.00	\$8.00	\$368.00	\$20.00
			ALT. BID 2 TOTAL:	\$7,550.00	ALT. BID 2 TOTAL:	\$6,143.00	ALT. BID 2 TOTAL:
			TOTAL W/ ALTS:	\$104,861.00	TOTAL W/ ALTS:	\$160,903.00	TOTAL W/ ALTS:

JCTURE SIDEWALK RECONSTRUCTION

IERE	STARK		OTTO BAUM		UCM		PA ATHERT
<u>BID PRICE</u>	<u>UNIT PRICE</u>	<u>BID PRICE</u>	<u>UNIT PRICE</u>	<u>BID PRICE</u>	<u>UNIT PRICE</u>	<u>BID PRICE</u>	<u>UNIT PRICE</u>
\$1,075.00	\$500.00	\$500.00	\$4,547.14	\$4,547.14	\$4,222.30	\$4,222.30	\$6,000.00
\$863.10	\$18.50	\$2,534.50	\$14.75	\$2,020.75	\$18.87	\$2,585.19	\$15.00
\$187.05	\$3.00	\$261.00	\$7.01	\$609.87	\$3.11	\$270.57	\$4.50
\$415.40	\$4.00	\$268.00	\$7.36	\$493.12	\$25.56	\$1,712.52	\$17.00
\$300.00	\$5,000.00	\$5,000.00	\$6,298.23	\$6,298.23	\$3,811.57	\$3,811.57	\$5,000.00
\$2,140.00	\$350.00	\$1,400.00	\$476.95	\$1,907.80	\$460.40	\$1,841.60	\$250.00
\$4,760.00	\$1,800.00	\$1,800.00	\$2,687.23	\$2,687.23	\$6,985.57	\$6,985.57	\$5,000.00
\$1,217.70	\$93.25	\$2,517.75	\$58.94	\$1,591.38	\$79.85	\$2,155.95	\$55.00
\$535.90	\$46.50	\$1,069.50	\$41.93	\$964.39	\$28.47	\$654.81	\$12.00
\$319.20	\$2.50	\$280.00	\$4.40	\$492.80	\$4.54	\$508.48	\$7.50
\$1,400.00	\$425.00	\$850.00	\$451.47	\$902.94	\$528.39	\$1,056.78	\$300.00
\$1,400.00	\$425.00	\$850.00	\$451.47	\$902.94	\$528.39	\$1,056.78	\$300.00
\$200.00	\$10.00	\$80.00	\$10.62	\$84.96	\$35.83	\$286.64	\$12.50
\$1,802.50	\$325.00	\$1,625.00	\$420.94	\$2,104.70	\$423.56	\$2,117.80	\$145.00
\$2,830.75	\$48.00	\$3,216.00	\$54.85	\$3,674.95	\$63.79	\$4,273.93	\$75.00
\$800.00	\$1,200.00	\$1,200.00	\$871.31	\$871.31	\$1,778.52	\$1,778.52	\$1,250.00
\$1,628.00	\$100.00	\$2,200.00	\$90.79	\$1,997.38	\$101.45	\$2,231.90	\$72.00
\$1,769.85	\$10.00	\$2,070.00	\$6.99	\$1,446.93	\$10.02	\$2,074.14	\$6.50
\$1,017.90	\$38.00	\$1,482.00	\$49.27	\$1,921.53	\$73.22	\$2,855.58	\$45.00
\$564.00	\$120.00	\$720.00	\$91.31	\$547.86	\$123.99	\$743.94	\$65.00
\$9,900.00	\$775.00	\$8,525.00	\$546.77	\$6,014.47	\$1,757.05	\$19,327.55	\$800.00
\$39,529.60	\$78.50	\$27,632.00	\$84.64	\$29,793.28	\$95.04	\$33,454.08	\$95.00
\$2,092.50	\$2.50	\$2,325.00	\$2.37	\$2,204.10	\$3.15	\$2,929.50	\$1.60
\$12,282.00	\$310.00	\$14,260.00	\$287.88	\$13,242.48	\$495.29	\$22,783.34	\$500.00
\$3,289.00	\$280.00	\$6,440.00	\$251.02	\$5,773.46	\$253.91	\$5,839.93	\$85.00
\$6,617.75	\$50.00	\$5,150.00	\$53.67	\$5,528.01	\$40.43	\$4,164.29	\$50.00

Attachment: PARKWAY BID TAB (1038 : Award Parkway Drainage Sidewalk Structure)

\$5,975.00	\$2,360.00	\$2,360.00	\$2,507.00	\$2,507.00	\$2,478.00	\$2,478.00	\$2,478.00
\$2,100.00	\$1,200.00	\$1,200.00	\$1,480.57	\$1,480.57	\$1,170.75	\$1,170.75	\$3,500.00
\$7,500.00	\$2,800.00	\$2,800.00	\$2,953.16	\$2,953.16	\$6,265.91	\$6,265.91	\$7,500.00
\$2,500.00	\$2,250.00	\$2,250.00	\$1,593.43	\$1,593.43	\$2,520.00	\$2,520.00	\$1,500.00
\$2,500.00	\$2,000.00	\$2,000.00	\$2,655.72	\$2,655.72	\$1,608.47	\$1,608.47	\$1,500.00
\$960.00	\$1,000.00	\$1,000.00	\$1,173.66	\$1,173.66	\$493.90	\$493.90	\$2,500.00
\$1,440.00	\$78.00	\$936.00	\$82.33	\$987.96	\$138.43	\$1,661.16	\$139.00
\$12,425.00	\$5,000.00	\$5,000.00	\$2,546.36	\$2,546.36	\$3,895.30	\$3,895.30	\$3,000.00
\$134,337.20	TOTAL:	\$111,801.75	TOTAL:	\$114,521.87	TOTAL:	\$151,816.75	TOTAL:
\$7,007.00	\$59.00	\$5,369.00	\$71.20	\$6,479.20	\$76.91	\$6,998.81	\$46.50
\$7,007.00	ALT. BID 1 TOTAL:	\$5,369.00	ALT. BID 1 TOTAL:	\$6,479.20	ALT. BID 1 TOTAL:	\$6,998.81	ALT. BID 1 TOTAL:
\$8,400.00	\$335.00	\$7,035.00	\$292.13	\$6,134.73	\$315.88	\$6,633.48	\$165.00
\$920.00	\$10.00	\$460.00	\$10.62	\$488.52	\$13.62	\$626.52	\$12.50
\$9,320.00	ALT. BID 2 TOTAL:	\$7,495.00	ALT. BID 2 TOTAL:	\$6,623.25	ALT. BID 2 TOTAL:	\$7,260.00	ALT. BID 2 TOTAL:
\$150,664.20	TOTAL W/ALTS:	\$124,665.75	TOTAL W/ ALTS:	\$127,624.32	TOTAL W/ ALTS:	\$166,075.56	TOTAL W/ ALTS:



TON	ICCI	
<u>BID PRICE</u>	<u>UNIT PRICE</u>	<u>BID PRICE</u>
\$6,000.00	\$4,000.00	\$4,000.00
\$2,055.00	\$15.00	\$2,055.00
\$391.50	\$3.00	\$261.00
\$1,139.00	\$15.00	\$1,005.00
\$5,000.00	\$1,750.00	\$1,750.00
\$1,000.00	\$500.00	\$2,000.00
\$5,000.00	\$6,500.00	\$6,500.00
\$1,485.00	\$47.86	\$1,292.22
\$276.00	\$13.17	\$302.91
\$840.00	\$6.31	\$706.72
\$600.00	\$482.04	\$964.08
\$600.00	\$482.04	\$964.08
\$100.00	\$11.34	\$90.72
\$725.00	\$230.23	\$1,151.15
\$5,025.00	\$39.00	\$2,613.00
\$1,250.00	\$1,078.77	\$1,078.77
\$1,584.00	\$66.92	\$1,472.24
\$1,345.50	\$6.86	\$1,420.02
\$1,755.00	\$40.00	\$1,560.00
\$390.00	\$28.00	\$168.00
\$8,800.00	\$1,100.00	\$12,100.00
\$33,440.00	\$125.00	\$44,000.00
\$1,488.00	\$2.56	\$2,380.80
\$23,000.00	\$283.55	\$13,043.30
\$1,955.00	\$157.18	\$3,615.14
\$6,077.00	\$43.00	\$4,429.00

\$2,478.00	\$2,835.51	\$2,835.51
\$3,500.00	\$3,500.00	\$3,500.00
\$7,500.00	\$3,379.93	\$3,379.93
\$1,500.00	\$4,000.00	\$4,000.00
\$1,500.00	\$3,000.00	\$3,000.00
\$2,500.00	\$3,000.00	\$3,000.00
\$1,668.00	\$56.71	\$680.52
\$3,000.00	\$5,000.00	\$5,000.00
\$134,967.00	TOTAL:	\$136,319.11
\$4,231.50	\$45.00	\$4,095.00
\$4,231.50	ALT. BID 1 TOTAL:	\$4,095.00
\$3,465.00	\$311.91	\$6,550.11
\$575.00	\$11.34	\$521.64
\$4,040.00	ALT. BID 2 TOTAL:	\$7,071.75
\$143,238.50	TOTAL W/ ALTS:	\$147,485.86



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 22, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Award Cambridge and Shire Storm Water Detention System Project

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: Approve the contract for the Cambridge and Shire Storm Water Detention System Project to Otto Baum Company in the amount of \$506,001.41

DESCRIPTION: This project is the result of the engineering study that was completed in 2013 that determined the flooding that occurs at the intersection of Cambridge and Shire is a result of lack of capacity in the storm sewer system and the elevation of the storm sewer at this location. The most cost effective recommendation was to construct a detention pond for this branch of the storm sewer. Therefore locations were sought and concluded with the purchase of the Layne property on Derby St. for the construction of this pond. The detention pond and new storm system were designed for this location to be able to detain up to a 25 year storm event. This project was put out let this winter to take advantage of the competitive construction market. The city received 10 bids with Otto Baum being the lowest bidder. After reviewing the bids due to the large range of bids and difference between the two lowest bidders, it was determined that Otto Baum's bid is a responsible bid. Therefore my recommendation is to award the contract as to allow construction to begin to resolve the flooding issues in this location that has occurred for the past 50+ years.

FINANCIAL IMPACT: \$506,001.41 of the Storm Water Fund

NEIGHBORHOOD CONCERNS: Road closures on Shire and temporary closure to the entrance of A-Z rental along with normal construction activities.

IMPACT IF APPROVED: The project will be awarded and construction will begin

IMPACT IF DENIED: The project will not be awarded and construction will not begin

ALTERNATIVES: Re-exam alternate locations or recommendations that would require additional funding.

RELATED TO EFFICIENCY STUDY:

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date: September 26, 2016	

SECTION 00500 CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

- A. The Contract, bonds, and certificates shall be those assembled by the ENGINEER and shall consist of the following:

Agreement
Performance Bond
Payment Bond
Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion
Contractor's Application for Payment
General Conditions
Supplemental Conditions

- B. Copies of the Agreement, bonds, and certificates follow for reference.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between the City of Pekin (hereinafter called OWNER) and _____, hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Cambridge Court and Shire Avenue Storm Water Detention System

ARTICLE 2. ENGINEER

The Project has been designed by: Midwest Engineering Associates, Inc.
140 E. Washington Street;
East Peoria, Illinois 61611

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

00500-1

have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work for each stage of the project shall be completed within the following working days:

- Stage 1: 25 Working Days
- Stage 2: 10 Working Days
- Stage 3: 5 Working Days
- Stage 4: 15 Working Days
- Stage 5: 5 Working Days

Per the Working Days, Special Provision in the plan documents, the City may elect to begin charging working days for any work performed before May and after November 30.

As each Stage is completed, the City may begin to immediately start charging working days for the next stage.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each stage is not substantially completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred Fifty Dollars (\$750.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 The CONTRACTOR agrees to perform all the Work described in the Contract Documents and comply with the terms therein according to the unit prices shown in the Bid Form Schedule (Section 00300) and all executed Change Orders.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50 percent completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 98 percent of the Work completed.

- 5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in

the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).
- 8.2 Exhibits to this Agreement (pages ____ to ____, inclusive).
- 8.3. Performance, Payment, and other Bonds, identified as listed in the Table of Contents.
- 8.4 Notice of Award.
- 8.5. Notice to Proceed.
- 8.6. General Conditions (pages GC-1 to GC-57, inclusive).
- 8.7. Supplementary Conditions (pages SC-1 to SC-4, inclusive).
- 8.8 Specifications/Special Provisions and Special Conditions bearing the title CAMBRIDGE COURT AND SHIRE AVENUE STORM WATER DETENTION SYSTEM as listed in the index in the Contract Documents dated DECEMBER 2016 and included in the plans

bearing the title CAMBRIDGE COURT AND SHIRE AVENUE STORM WATER DETENTION SYSTEM dated December 23, 2016 Issued for Bid as listed on the "cover Sheet".

- 8.9 Plans bearing the title CAMBRIDGE COURT AND SHIRE AVENUE STORM WATER DETENTION SYSTEM dated December 23, 2016 as listed on the "Cover Sheet".
- 8.10 Addenda numbers ____ to ____, inclusive.
- 8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-6, inclusive).
- 8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive).
- 8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to section 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplementary as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assign or from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the

intention of the stricken provision.

- 9.5 The City of Pekin, A to Z Rental, and Midwest Engineering Associates, Inc. shall also be named as additional insureds under all such required insurance policies.
- 9.6 CONTRACTOR shall be responsible for submitting their certified payroll along with the certified payroll of all subcontractors for each month the CONTRACTOR and/or the subcontractor(s) worked on the project. The certified payroll shall be submitted electronically in PDF format to the City of Pekin.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2017.

OWNER City of Pekin

CONTRACTOR

By: _____

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign).



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 21, 2017

From: Katy Shackelford, City Planner

Elloff & Bosich, City Attorney

AGENDA ITEM: 2017 IHSA March Madness Experience Partnership

AGENDA DATE REQUESTED: February 27, 2017

ACTION REQUESTED: \$5,000.00 sponsorship from Tourism (Hotel/Motel Tax) Fund

DESCRIPTION: The Peoria area has been privileged for 20 years to host the IHSA Boy's State Basketball Tournament with the IHSA board unanimously approving another 5-year contract to keep IHSA Tournament and Experience in Peoria through 2020. A regional partnership with IHSA not only bring the positive impact of boys' basketball tournament and March Madness to our region, but goes well beyond with eight other events, tournaments and conference. As a regional player, Pekin has the opportunity to be a direct partner with IHSA with reinvesting our hotel/motel tax dollars from hotel guests which provides potential for additional traffic from the tournament attendees that stay at our hotels (or compression from other booked hotels) and visitor to our restaurants and shops over the multiple weekend tournaments that will take place March 9-11 and March 16-18 2017. The IHSA is requesting a contribution from the City of Pekin to support the continued success of this tournament with the March Madness Experience exhibit and programs. The entire tournament had an attendance over 63,642 in 2015

FINANCIAL IMPACT: \$5,000 from Tourism Hotel/Motel Tax Fund (208)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Tournament is a benefit back to the Pekin and surrounding area businesses and continues our regionalism efforts to support Central Illinois along with partnership with IHSA on many host tournaments.

IMPACT IF DENIED: Eliminates marketing opportunities included in the \$5,000 sponsorship and commitment to continue as a regional player.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more

than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016