



REGULAR COUNCIL MEETING MONDAY, FEBRUARY 10, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting January 27, 2014 and the Special Council Meeting of January 30, 2014.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Building Department October, November, December, 2013 Reports.		
7.2 Receive and File Proclamation: "Young Authors Week" Week of March 10, 2014 "Robot Days" February 27, 2014-March 1, 2014		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Presentation City of Pekin Annual Financial Statements for the Year Ended April 30, 2013 – James Warning, Willock Warning & Co., PC		
9.0 NEW BUSINESS		
9.1 Ordinance No. 2694-13/14 – Amending Title 4, Chapter 4C, Section 2, Subsection 2 of the City of Pekin Code Regarding Wastewater Charges DESCRIPTION: Codifies the revisions to the Sewer User Charges Measurement of Flow to reflect changes to the averaging period used for summer billings. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	JW	5

9.2 Resolution No. 88-13/14 – Authorizing Execution of an Agreement Between City of Pekin and Chicago SMSA Limited Partnership D/B/A Verizon Wireless DESCRIPTION: Council authorization for the approval of a Master License Agreement for the purposes of installing “small cell” infrastructure on City owned streetlight poles. ACTION: Motion to adopt the Resolution. VOTE REQUIRED	DG	5
9.3 Concur with State Bid for Sheridan Road Bridge Project DESCRIPTION: Approval to concur to award the Bid for Section 07-00176-00-BR Sheridan Road Bridge over Lick Creek Replacement to Illinois Civil Contractors in the amount of \$642,195.00. ACTION: Motion to concur. VOTE REQUIRED	JW	3
9.4 Construction Engineering Services Agreement for Structure Replacement over Lick Creek DESCRIPTION: Agreement with Maurer-Stutz to provide the construction engineering services for the construction of Sheridan Road Bridge over Lick Creek Replacement. ACTION: Motion to approve the agreement in the amount of \$101,772.00. VOTE REQUIRED	JW	3
9.5 Resolution No. 89-13/14 – IDOT Resolution for Maintenance of Streets and Highways for Municipality - Motor Fuel Tax Fund DESCRIPTION: Appropriating MFT funds in the amount of \$105,000.00 for the construction engineering services for Lick Creek Replacement/Sheridan Road Bridge. ACTION: Motion to adopt the resolution. VOTE REQUIRED	JW	3
9.6 TIF Façade Grant Program for Maquet Inc. at 219 and 221 Court St. DESCRIPTION: Revised recommendation of the Pekin Main Street Design Committee to the City to approve the terms of the Central Business District TIF Façade Program in the new amount of \$23,879.50. This is for eligible project costs to cover exterior expenses for outdoor patio, signs, lighting, and electrical. ACTION: Motion to approve the expenditure in the amount of \$ 23,879.50. VOTE REQUIRED	JW	4
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Staff 10.2 Council 10.3 Five Minute Public Comments 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (11.) Litigation		
12.0 ADJOURN No Vote Required		

Column 1 Key:

JW Joseph Wuellner City Manager

DG Darin Girdler Assistant 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.

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET**

ON MONDAY, JANUARY 27, 2014 AT 5:30 O'CLOCK P.M.

LAURIE L. BARRA * MAYOR * PRESIDING

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

ABSENT: COUNCIL MEMBER HENDRICKS

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

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

Council was informed by the Mayor that Mr. Warning was not able to be present for the meeting and the financial presentation under Communications, Petitions, Reports.

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AGENDA

Motion by Council Member Abel, seconded by Council Member Gillespie that the **agenda be amended** by removing the Presentation of the City of Pekin Financial Statements for the Year Ended April 30, 2013. On roll call vote all present voted Aye.

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

MINUTES

Motion by Council Member Golden, seconded by Council Member Orrick that the **minutes of the Regular City Council Meeting of January 13, 2014, be approved as written**. On roll call vote, all present voted Aye.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Tazewell County Animal Control December Report.
7.2 Receive and File: City of Pekin Annual Financial Statements for Year Ended April 30, 2013 prepared by Willock Warning & Co., P.C.
7.3 Resolution No. 87-13/14 – Mayor Appointment of David Volz to the Pekin Housing Board for a term of 5 years to January 14, 2019.

On roll call vote all present voted Aye.

NEW BUSINESS

Motion by Council Member Gillespie, seconded by Council Member Abel that **TAX INCREMENT FINANCING COMMERCIAL/RETAIL INTERIOR LOAN PROGRAM FOR JAKE'S BABER SHOP, be approved in the amount of \$5,557.50**. Council was asked to authorize a payout to property owner Jake Ista under the terms of the Central Business District TIF Commercial/Retail Interior loan program in the amount of \$5,557.50 for eligible expenses of the project costs to cover electrical, HVAC, and plumbing systems for the 217 Court Street property. Mayor Barra noted that an established business was locating in the 200 block of Court Street that the City had supported for Economic Development. She stated she was excited that the project for the stabilization of the group of buildings would begin to see foot traffic for the downtown. Council Member Gillespie and Abel welcomed the new tenant. Council Member Golden was informed that a lien/2nd mortgage was filed against the property as repayment leverage if applicant failed to meet the program requirements after which time the loan would be forgiven. He noted the application

indicated the bathroom was not ADA compliant and that a structural report was not required. Mr. Jake Ista answered Council Member Golden that the submitted proposals were from the lowest bidders. Council Member Orrick voiced his concerns of approving the forgivable loan/grant in that the business was not unique to Pekin. He opposed using tax payer dollars to fund the business. On roll call vote Ayes, Gillespie, McCabe, Abel, and Barra; Nays, Golden and Orrick; absent Hendricks. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Barra announced that FEMA had extended the deadline for submitting tornado relief applications to February 3, 2014 and urged those affected by the damage to apply. Council Member McCabe encouraged the victims to not get discouraged if they were denied on a technicality but to apply more than once.

Council was told in regards to questions on the other developments in the 200 block of Court Street that Maquet's Rail House was completing inside work. No date for opening was scheduled.

Council Member Gillespie asked that the City pray for a retired police officer and the Fitzanko family that were seriously injured in a traffic accident.

Robert Bramham, 2108 Velde Drive, submitted photos to the Council of his construction complaints. He indicated that the City's inspections were at fault in not rescinding an issued occupancy permit for what he felt were code violations. Attorney Burt Dancey advised that public discussion was inappropriate at this time. No further response would be given to Mr. Bramham given the position that there was apparent threatened litigation. Sally Johnson, 1503 13th Street, Larry Nelms, 1604 Memorial Drive, and Janet Nelms, 1604 Memorial Drive, spoke in support of Mr. Bramham's complaint.

EXECUTIVE SESSION

Motion by Council Member McCabe, seconded by Council Member Orrick that the Council move to Executive Session at 6:00 p.m. to discuss 65 ILCS 120/2 (c) (2.) Collective Bargaining. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 6:15 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON THURSDAY, JANUARY 30, 2014 AT 5:30 O'CLOCK P.M.**

LAURIE L. BARRA * MAYOR * PRESIDING

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

ABSENT: NONE

Council set a meeting and received an agenda with proper notice posted on January 28, 2014 of a special meeting called by the Council to consider the approval of an agreement with the Pekin Police Benevolent Labor Committee.

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

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

AGENDA

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

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member Gillespie that the **AGREEMENT BETWEEN THE CITY OF PEKIN AND PEKIN POLICE BENEVOLENT LABOR COMMITTEE** be approved. City Manager Joseph Wuellner advised the Council that the City had a tentative agreement with the Police Benevolent Labor Committee to modify the wages and benefits of the 4th and 5th years re-opener of the May 1, 2009-April 30, 2013 police contract. He explained a mediator helped reach the agreed upon annual step wage of 3% each of the years. The agreement provided for employee increased participation in the health care cost similar to other contracts. Raises and contribution would be retroactive as established in the contract. All provisions of the 2009-2014 agreement not addressed/modified remained until an extended date of April 20, 2015.

Council Member Gillespie questioned if the extension was intended for the police to continue to seek their own insurance coverage. The Council Member noted the mediator had indicated that typically, study results of wages find that the arbitrator would rule in favor of a similar 3% increase. Council Member Golden was told that 3% had been budgeted for the increases for the 4th and 5th year of the contract for police. Mr. Wuellner advised that the budget being proposed would need to consider the 3% in the extended term to 2015. Council Member Golden cited cost of living being 1 ½% and an example of a local employer that had not given pay raises the last 2 out of 3 years. He also stated that federal workers did not receive a pay increase the past 3 out 4 years and that only this year was a 1% increase given. He stated increased wages was not fair to ask the taxpayer to pay when others in Pekin do not receive such increases. Council Member Orrick felt the cumulative amount of 3% increases equaled 20% raises. He was not in favor of all employees generally receiving 3% raises.

Mr. Wuellner recommended in the best interest of the City to not delay the matter and to avoid the expense of arbitration and legal counsel. On roll call vote Ayes, Gillespie, McCabe, Abel, Orrick, Hendricks and Barra; Nay, Golden. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Robert Bramham, 2108 Velde Drive, distributed to the Council information and photos to inform them that he did not want to sue the City of Pekin. His request was for the City to rescind the certificate of occupancy issued with what he indicated were code violations for his house. He also spoke in disapproval of the Library's intentions to remodel the structure. The following people also addressed the Council to reemphasized Mr. Bramham's complaint and voiced their non support of the Library improvements:

Sally Johnson 1503 13th Street
Jo Shoot 2507 Cherry Lane
Janet Nelms 1604 Memorial Drive
Chuck Johnson 53 Woodscape

No further business to come before the Council, motion by Council Member Abel, seconded by Council Member Hendricks that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 6:00 P.M.

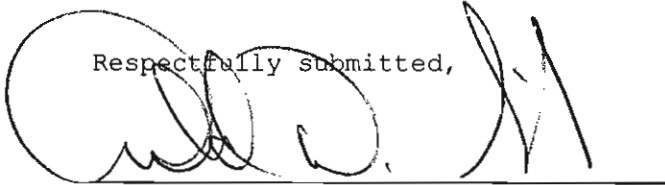
Sue E. McMillan
City Clerk

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
October '2013

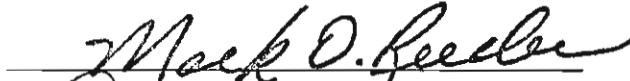
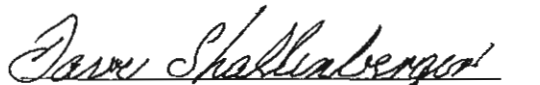
	PERMITS	VALUE	FEEES
BUILDING DEPT	52	\$ 3,060,931.00	\$ 7,834.00
ELECTRIC DEPT	18	\$ 146,990.00	\$ 720.00
HVAC DEPT	41	\$ 132,431.00	\$ 2,400.00
PLUMBING DEPT	41		\$ 1,436.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	3		\$ 290.00
SEWER PERMITS	17		\$ 980.00
SEWER TAP RES	1		\$ 1,600.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	173	\$ 3,340,352.00	\$ 15,260.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 130

Respectfully submitted,



Ronald Sieh, Building Inspector


Mark Reeder, Electrical Inspector
Dave VanDyke, HVAC Inspector
Morris Sunkel, Plumbing & Sewer Inspector
Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2013

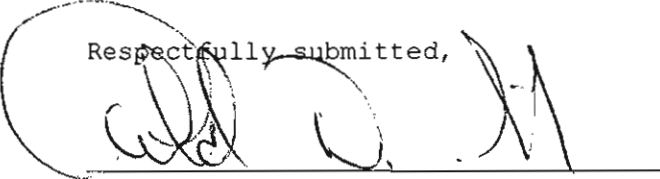
MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL		RESIDENTIAL		MISC. 7	RESIDENTIAL		COMMERCIAL		BUILDING DOLLARS	BLDG PERMITS
					REMODELING 5	REMODELING 6	REMODELING 7	DEMOLITIONS 8		DEMOLITIONS 9					
JANUARY		2.00	\$12,285		6.00	\$314,380	7.00	\$77,525	4.00	\$6,200	3.00	\$0		\$410,390	22.00
FEBRUARY	1.00	\$160,080			4.00	\$308,000	8.00	\$106,780	6.00	\$6,000	1.00	\$0		\$574,860	20.00
MARCH	3.00	\$525,850	3.00	\$100,000	9.00	\$83,136	7.00	\$59,656	13.00	\$47,742		1.00	\$0	\$816,364	36.00
APRIL	2.00	\$421,935			6.00	\$3,144,300	17.00	\$81,727	39.00	\$75,266				\$3,723,228	64.00
MAY	1.00	\$173,635	3.00	\$35,500 #	1.00	\$4,000	24.00	\$228,750	103.00	\$83,786	1.00	\$0	\$0	\$831,511	138.00
JUNE	2.00	\$498,188	3.00	\$22,000	5.00	\$1,157,119	18.00	\$143,154	37.00	\$66,278				\$2,039,659	67.00
TOTAL 6 MO.	9.00	\$1,121,438	11.00	\$1,677,285	30.00	\$3,455,819	81.00	\$2,417,633	207.00	\$313,994	5.00	\$0	\$0	\$7,831,153	357.00
JULY	4.00	\$758,263	2.00	\$4,500	11.00	\$1,057,718	29.00	\$160,149	26.00	\$57,911	1.00	\$0		\$2,038,541	73.00
AUGUST	5.00	\$952,562	2.00	\$3,500	12.00	\$2,478,565	20.00	\$178,923	26.00	\$61,955	1.00	\$0		\$3,675,505	66.00
SEPTEMBER	3.00	\$719,979	4.00	\$29,600	7.00	\$34,858	9.00	\$91,485	23.00	\$35,884		1.00	\$0	\$911,806	47.00
OCTOBER	1.00	\$104,850			8.00	\$111,691	15.00	\$189,015	23.00	\$167,275	1.00	\$0		\$3,060,931	52.00
NOVEMBER														\$0	0.00
DECEMBER														\$0	0.00
TOTAL 12 MO.	13.00	\$2,535,654	11.00	\$46,700	38.00	\$3,684,432	73.00	\$2,619,472	94.00	\$323,025	3.00	\$0	\$0	\$9,506,112	233.00
YEAR	22	\$3,657,074	22.00	\$214,485	1.00	\$2,459,000	69.00	\$7,228,648	154.00	\$1,067,210	8.00	\$0	\$0	\$17,507,935	565.00

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
November '2013

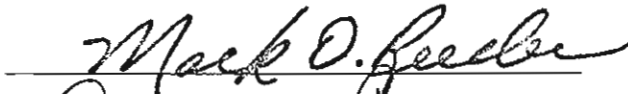
	PERMITS	VALUE	FEEES
BUILDING DEPT	25	\$ 1,640,566.00	\$ 12,255.00
ELECTRIC DEPT	27	\$ 8,395.00	\$ 2,335.00
HVAC DEPT	29	\$ 92,388.00	\$ 1,726.00
PLUMBING DEPT	20		\$ 1,445.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	2		\$ 40.00
SEWER PERMITS	10		\$ 550.00
SEWER TAP RES	2		\$ 3,200.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	115	\$ 1,741,349.00	\$ 21,551.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 47

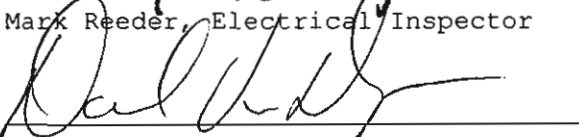
Respectfully submitted,



Ronald Sieh, Building Inspector



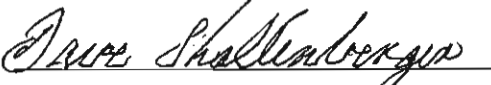
Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2013

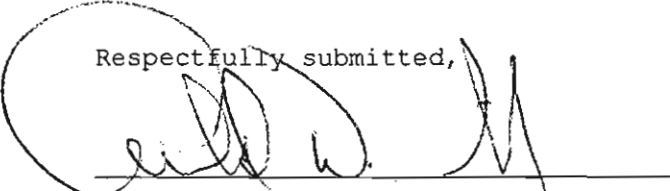
BUILDING REPORT 2013															
MONTH	DWELLINGS	GARAGES	MULTI-FAMILY	COMMERCIAL	COMMERCIAL REMODELING	RESIDENTIAL REMODELING	MISC.	RESIDENTIAL DEMOLITIONS	COMMERCIAL DEMOLITIONS	BUILDING DOLLARS	BLDG PERMITS				
1	2	3	4	5	6	7	8	9							
JANUARY		2.00	\$12,285		6.00	\$314,380	7.00	\$77,525	4.00	\$6,200	3.00	\$0	\$410,390	22.00	
FEBRUARY	1.00	\$160,080			4.00	\$308,000	8.00	\$100,780	6.00	\$6,000	1.00	\$0	\$574,860	20.00	
MARCH	3.00	\$525,850	3.00	\$100,000		\$83,136	7.00	\$59,636		\$47,742		1.00	\$0	\$816,364	36.00
APRIL	2.00	\$421,935			6.00	\$3,144,300	17.00	\$81,727		\$75,266				\$3,723,228	64.00
MAY	1.00	\$173,635	3.00	\$35,500 #	1.00	\$4,000	24.00	\$228,750		\$83,786	1.00	\$0	\$831,511	138.00	
JUNE	2.00	\$498,188	3.00	\$22,000	5.00	\$1,157,119	18.00	\$143,154		\$66,278			\$2,039,659	67.00	
TOTAL Q1 MO.	5.00	\$1,121,428	6.00	\$308,840	\$0	\$3,545,316	81.00	\$447,433	202.00	\$312,964	5.00	\$0	\$7,821,152	317.00	
JULY	4.00	\$758,263	2.00	\$4,500	11.00	\$1,057,718	29.00	\$160,149		\$57,911	1.00	\$0	\$2,038,541	73.00	
AUGUST	5.00	\$952,562	2.00	\$3,500	12.00	\$2,478,565	20.00	\$178,923		\$61,955	1.00	\$0	\$3,675,505	66.00	
SEPTEMBER	3.00	\$719,979	4.00	\$29,600	7.00	\$34,838	9.00	\$91,485		\$35,884		1.00	\$0	\$911,806	47.00
OCTOBER	1.00	\$104,850	3.00	\$29,100		\$111,691	15.00	\$189,015		\$167,275	1.00	\$0	\$3,060,931	52.00	
NOVEMBER		2.00	\$16,700	2	3.00	\$1,264,122	9.00	\$42,300		\$9,594	2.00	\$0	\$1,640,566	25.00	
DECEMBER													\$0	0.00	
TOTAL Q4 MO.	13.00	\$1,535,654	2.00	\$307,850	41.00	\$4,545,954	83.00	\$561,872	108.00	\$332,813	5.00	\$0	\$11,322,349	263.00	
YEAR	22	\$3,657,074	24.00	\$231,185	8.00	\$613,690	1.00	\$8,492,770	163.00	\$1,109,510	306.00	\$545,613	\$0	\$19,148,591	590.00

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
December '2013

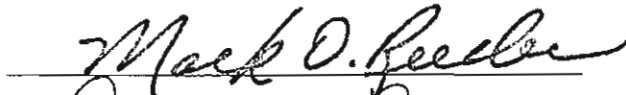
	PERMITS	VALUE	FEEs
BUILDING DEPT	25	\$ 493,418.00	\$ 574.00
ELECTRIC DEPT	22	\$ 19,980.00	\$ 1,682.00
HVAC DEPT	22	\$ 80,490.00	\$ 1,359.00
PLUMBING DEPT	49	\$ 6,900.00	\$ 1,800.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	0		\$.00
SEWER PERMITS	3		\$ 165.00
SEWER TAP RES	0		\$.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	121	\$ 600,788.00	\$ 5,580.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 71

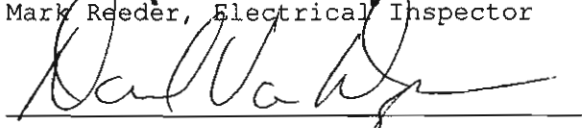
Respectfully submitted,



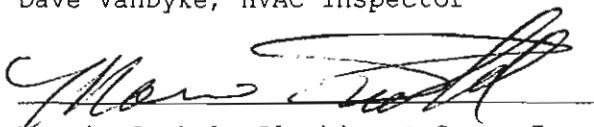
Ronald Sieh, Building Inspector



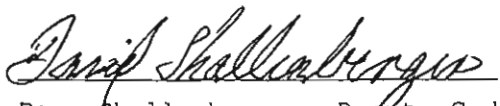
Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2013

MONTH	DWELLINGS 1	GARAGES 2	MULTI-FAMILY 3	COMMERCIAL 4	COMMERCIAL REMODELING 5	RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BLDG PERMITS			
JANUARY		2.00	\$12,285		6.00	\$314,380	7.00	\$77,525	4.00	\$6,200	3.00	\$0	\$410,390	22.00
FEBRUARY	1.00	\$160,080			4.00	\$308,000	8.00	\$100,780	6.00	\$6,000	1.00	\$0	\$574,860	20.00
MARCH	3.00	\$525,850	3.00	\$100,000	9.00	\$88,136	7.00	\$59,636	13.00	\$47,742	1.00	\$0	\$816,364	36.00
APRIL	2.00	\$421,935			6.00	\$3,144,300	17.00	\$81,727	39.00	\$75,266			\$3,723,228	64.00
MAY	1.00	\$173,635	3.00	\$35,500 #	1.00	\$4,000	24.00	\$228,750	103.00	\$83,786	1.00	\$0	\$831,511	138.00
JUNE	2.00	\$498,188	3.00	\$22,000	5.00	\$1,157,119	18.00	\$143,154	37.00	\$66,278			\$2,039,659	67.00
TOTAL 6 MO.	8.00	\$1,331,430	11.00	\$147,785	6.00	\$3,965,816	81.00	\$447,631	192.00	\$219,994	5.00	\$0	\$7,821,152	337.00
JULY	4.00	\$758,263	2.00	\$4,500	11.00	\$1,057,718	29.00	\$160,149	26.00	\$57,911	1.00	\$0	\$2,038,541	73.00
AUGUST	5.00	\$952,562	2.00	\$3,500	12.00	\$2,478,565	20.00	\$178,923	26.00	\$61,955	1.00	\$0	\$3,675,505	66.00
SEPTEMBER	3.00	\$719,979	4.00	\$29,600	7.00	\$34,858	9.00	\$91,485	23.00	\$35,884	1.00	\$0	\$911,806	47.00
OCTOBER	1.00	\$104,850	3.00	\$29,100	8.00	\$111,691	15.00	\$189,015	23.00	\$167,275	1.00	\$0	\$3,060,931	52.00
NOVEMBER			2.00	\$16,700	3.00	\$1,264,122	9.00	\$42,300	6.00	\$9,594	2.00	\$0	\$1,640,566	25.00
DECEMBER			2.00	\$21,570	8.00	\$146,238	9.00	\$325,660	3.00	\$0	3.00	\$0	\$493,418	25.00
TOTAL 6 MO.	11.00	\$2,535,654	20.00	\$307,850	49.00	\$5,053,197	116.00	\$987,551	107.00	\$332,615	8.00	\$0	\$11,375,765	258.00
YEAR	22	\$3,657,074	24.00	\$2,459,000	80.00	\$8,639,008	172.00	\$1,435,170	309.00	\$545,613	13.00	\$0	\$19,641,919	615.00

Office of the Mayor



Proclamation

WHEREAS, Young Authors is a District-wide program and in its twenty-eighth year in our Pekin Elementary Schools, District No. 108; and

WHEREAS, over 3400 students, kindergarten through eighth grade, have an opportunity to participate and to write their own books; and

WHEREAS, this program entails teachers using District writing assignments and helping students turn those assignments into books, illustrated, laminated, and bound, to give each student a lasting memento; and

WHEREAS, 150 District representatives were chosen for the Young Authors District Conference which is being held in the auditorium at Wilson Intermediate School on Monday, March 10, 2014, with the children's books on display; and

WHEREAS, six representatives will be selected to represent District 108 at the State Young Authors Conference at Illinois State University on Saturday, May 18, 2014.

WHEREAS, the staff and parents of District 108 deserve recognition for their many hours of direction and encouragement;

NOW, THEREFORE, BE IT RESOLVED that I, Laurie L. Barra, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the week of March 10th to be

"YOUNG AUTHORS WEEK"

in the City of Pekin, Tazewell County, Illinois, and ask the citizens of our community to join in paying special recognition to all of our young writers of today.

ADOPTED, this 10th day of February, in the Year of Our Lord, Two Thousand and Fourteen.

Office of the Mayor



Proclamation

WHEREAS, the *FIRST* (For Inspiration and Recognition of Science and Technology) Organization was founded in 1989 to encourage high school students to enter the engineering and science fields; and

WHEREAS, *FIRST* is backed by a scholarship program of more than \$18 million in college scholarships in 2013; and

WHEREAS, robotics clubs are formed to inspire young people's interest and participation in science and technology by creating robots; and

WHEREAS, forty high school robotics teams from six Midwestern states will compete in the first regional competition held in Pekin at Avanti's Dome on February 27, 2014-March 1, 2014; and

WHEREAS, the teams have 6 weeks to build a robot from scratch with a basic kit of parts provided by *USFIRST* to earn the right to compete in the World Championship in St. Louis in April; and

NOW, THEREFORE, BE IT RESOLVED that I, LAURIE L. BARRA, Mayor of the City of Pekin, do hereby proclaim February 27, 2014 - March 1, 2014 as

"Robot Days"

in the City of Pekin, Tazewell County, Illinois, and declare City support of the event and urge businesses, service organizations and residents to attend and support the Central Illinois Regional so that Regional will be held each year in the City of Pekin .

ADOPTED, this 10th day of February in the Year of Our Lord, Two Thousand and fourteen.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Sewer Regulations Code, Title 4, Chapter 4C

AGENDA DATE REQUESTED: 02-10-2014

ACTION REQUESTED: Approve the revision to the Sewer Regulations Code, Title 4, Chapter 4C, to address the averaging period used for summer billings.

DESCRIPTION: The Sewer Regulations were changed many years ago to account for the use of water that did not go down the drain into the sanitary sewer system. This generally occurs during the summer period when people water lawns, fill pools, and other such outdoor summer activities. The use of an auxiliary meter was tried but this was not effective and became costly from the standpoint of monitoring the meters and manually adjusting bills so a winter averaging method was created. The first effort set the averaging period at 8 months but it was soon discovered that summer runs through September so an October billing cutoff was implemented. With the ever changing length of summer, there are years where it lasts sometimes into October now so the cutoff will be changed to the November billing. The November billing covers all the meter readings taken in the month of October. This still allows us a 6 month period to establish a good average usage per household that is then applied to the summer months where the average is used unless the actual reading is less.

I recommend that this code revision be approved.

FINANCIAL IMPACT: some decrease in waste water fees collected

NEIGHBORHOOD CONCERNS: paying for water that does not go into the sanitary sewer system

IMPACT IF APPROVED: The billing process will take into account longer summer periods

IMPACT IF DENIED: The billing process stays as is

ALTERNATIVES: None

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

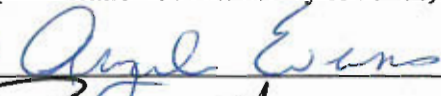
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure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

REQUIRED SIGNATURES

Department Director:

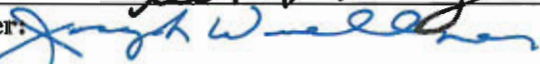
Date:

Finance Department (Certification of Availability of Funds):

Date: 1-30-14 

Corporation Counsel:

Date: 1/30/14 

City Manager: 

Date: 1/30/14 

Memo



To: Council Members
From: Joseph W. Wuellner, P.E. – City Manager
CC: Darin Girdler, Angie Evans, Sue McMillan and Burt Dancey
Date: January 17, 2014
Re: Waste Water Averaging Period

Council Members:

Attached is the proposed change to the Sewer Regulations Code, Title 4, Chapter 4C addressing the winter averaging period. This is being done to address this year's concerns and recognizing that the summers have been lasting into September and early October the past few years. What the change does is alter the winter averaging period from the current seven month schedule to a six month schedule. Presently the meter readings for October through April are used for the winter average and residents pay the actual meter reading for waste water. With this change, the period will be November through April.

The benefit to the residents is that if they continue to water through the month of September their waste water bill will be based on the winter average from now on instead of on the actual usage as it was this year. However, as evidenced by a few bills for this year, should a resident be in the early part of the month scheduled reading dates they may still end up with a high bill if they are still watering. This change should minimize the number impacted but I am sure that there will still be issues from time to time depending on how long it stays warm into the fall.

I will put this on the agenda for the February 10th for approval. If you have any questions, please feel free to contact me.

Thanks,

Jac

ORDINANCE NO. 2694-13/14

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4C,
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING SEWER USER CHARGES**

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Sewer User Charges.

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

1. That Title 4, Chapter 4C, Section 2, Subsection 2 be amended by deleting the following in its entirety:

4-4C-2-2: **MEASUREMENT OF FLOW:** The volume of flow used for computing Volumetric charges and surcharges shall be the metered water consumption read to the lowest even increments of one thousand (1,000) gallons, unless the user qualifies for seven (7) month averaging (as defined below) or a separate wastewater meter or water meter has been installed in conformance with the requirements of the City.

- A. If the user discharging wastes into the public sewers procures any part, or all, of his water from sources other than the Illinois-American Water Company - Pekin District, all or a part of which is discharged into the public sewers, said user may be required by the City to install and maintain, at his expense, water meters of a type approved by the Illinois-American Water Company - Pekin District for the purpose of determining the volume of water obtained from these other sources.
- B. Devices for measuring the volume of waste discharged may be required by the City if these volumes cannot otherwise be determined from the metered water consumption records.
- C. An additional water meter may be installed in a user's home plumbing at the user's expense if a user desires to distinguish between the water usage that enters the sewer system from that portion of water usage which is used for such purposes as lawn watering, swimming pools, etc. Where the water does not enter the sewer system, the meter must be installed so water going through the "non-sewer discharge" meter cannot be returned to the sewer. It is the responsibility of the owner to report the readings monthly to the Wastewater Billing Department on or before the wastewater billing date.

Upon installation, a City Inspector will examine the installation for conformance to this requirement. Periodic checks will be made by the City Inspector to assess the adequacy of the installation and verify the reported meter readings.

- D. Metering devices, including additional water meters, for determining the volume of waste shall be installed, owned and maintained by the user discharging wastes into the public sewers. Following approval and installation, such meters may not be removed, unless service is cancelled, without the consent of the City.
 - E. "Seven (7) month averaging" will only be allowed for those monthly customers classified as residential. The usage from the months of October through April will be averaged, and the lesser of this average or the actual metered usage during the summer billing period will be the amount charged for the summer billing period. If a customer has not been serviced for a full seven (7) month period, due to either being a new resident or a part time resident, the Wastewater Billing Department shall use an average usage of 2500 gallons per user per household.
2. That Title 4, Chapter 4C, Section 2, Subsection 2 be amended by adding the following:
- 4-4C-2-2: **MEASUREMENT OF FLOW:** The volume of flow used for computing Volumetric charges and surcharges shall be the metered water consumption read to the lowest even increments of one thousand (1,000) gallons, unless the user qualifies for winter averaging (as defined below) or a separate wastewater meter or water meter has been installed in conformance with the requirements of the City.
- A. If the user discharging wastes into the public sewers procures any part, or all, of his water from sources other than the Illinois-American Water Company - Pekin District, all or a part of which is discharged into the public sewers, said user may be required by the City to install and maintain, at his expense, water meters of a type approved by the Illinois-American Water Company - Pekin District for the purpose of determining the volume of water obtained from these other sources.
 - B. Devices for measuring the volume of waste discharged may be required by the City if these volumes cannot otherwise be determined from the metered water consumption records.
 - C. "Winter averaging" will only be allowed for those monthly customers classified as residential. The usage from the months of November through April will be averaged, and the lesser of this average or the actual metered usage during the summer billing period will be the amount charged for the summer billing period. If a customer has not been serviced for a full averaging period, due to either being a new resident or a part time resident, the Wastewater Billing Department shall use an average usage of 2500 gallons per household. (Ord. No. 2694-13/14 02-10-14)

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

- A. Wastewater Charge: The wastewater charge is for the use of and services supplied by the wastewater facilities of the City. The wastewater charge shall consist of the operational charge and the capital improvement charge.
- B. Surcharge for Users with Excessive BOD and SS Concentrations: In addition to the wastewater charge, a surcharge will be levied to all users whose waters exceed the normal domestic concentrations of BOD (200 mg/l) and SS (250 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes which exceed the two hundred (200) mg/l and two hundred fifty (250) mg/l concentration for BOD and SS respectively. Section 4-4C-2-3 specifies the procedure to compute a surcharge.
- C. Village of North Pekin: The Village of North Pekin will be billed in accordance with the requirements of the most recent contractual agreement with the City of Pekin regarding wastewater services.

4-4C-2-2: MEASUREMENT OF FLOW: The volume of flow used for computing Volumetric charges and surcharges shall be the metered water consumption read to the lowest even increments of one thousand (1,000) gallons, unless the user qualifies for ~~winter seven (7) month~~ averaging (as defined below) or a separate wastewater meter or water meter has been installed in conformance with the requirements of the City.

- A. If the user discharging wastes into the public sewers procures any part, or all, of his water from sources other than the Illinois-American Water Company - Pekin District, all or a part of which is discharged into the public sewers, said user may be required by the City to install and maintain, at his expense, water meters of a type approved by the Illinois-American Water Company - Pekin District for the purpose of determining the volume of water obtained from these other sources.
- B. Devices for measuring the volume of waste discharged may be required by the City if these volumes cannot otherwise be determined from the metered water consumption records.
- C. ~~An additional water meter may be installed in a user's home plumbing at the user's expense if a user desires to distinguish between the water usage that enters the sewer system from that portion of water usage which is used for such purposes as lawn watering, swimming pools, etc. Where the water does not enter the sewer system, the meter must be installed so water going through the "non-sewer discharge" meter cannot be returned to the sewer. It is the responsibility of the owner to report the readings monthly to the Wastewater Billing Department on or before the wastewater billing date.~~

~~Upon installation, a City Inspector will examine the installation for conformance to this requirement. Periodic checks will be made by the City Inspector to assess the adequacy of the installation and verify the reported meter readings.~~

- D. ~~Metering devices, including additional water meters, for determining the volume of waste shall be installed, owned and maintained by the user discharging wastes into the public sewers. Following approval and installation, such meters may not be removed, unless service is cancelled, without the consent of the City.~~

- E. ~~"Winter Seven (7) month averaging"~~ will only be allowed for those monthly customers classified as residential. The usage from the months of ~~November~~ ~~October~~ through April will be averaged, and the lesser of this average or the actual metered usage during the summer billing period will be the amount charged for the summer billing period. If a customer has not been serviced for a full ~~averaging seven (7) month~~ period, due to either being a new resident or a part time resident, the Wastewater Billing Department shall use an average usage of 2500 gallons ~~per user~~ per household.

4-4C-2-3: COMPUTATION OF SURCHARGE: The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the City of Pekin and shall be binding as a basis for surcharges.

4-4C-2-4: COMPUTATION OF WASTEWATER CHARGE: the Wastewater Charge shall consist of the Capital Improvement Charge, the Operational Charge, and a Surcharge where applicable.

- A. **CAPITAL IMPROVEMENT CHARGE:** There is a minimum capital improvement charge of three dollars (\$3.00) per month to each user of the wastewater facility of the City. The Capital Improvement Charge will be charged for every resident regardless of whether they are present through the winter months, have no water usage, or have had their meter pulled since they are still connected to the sanitary sewer system.
- B. **OPERATIONAL CHARGE:** This charge is based on the volumetric flow of water to the residence or place of business (Section 4-4C-2-2) times the established rate (Section 4-4C-2-5).
- C. **SURCHARGE:** The charge for having BOD and SS concentrations above normal domestic levels as computed per Section 4-4C-2-3.

4-4C-2-5: VOLUMETRIC RATE: There shall be and there is hereby established a volumetric rate for the use of and for service supplied by the wastewater facilities of the City.



COUNCIL INFORMATION

To: Mayor and City Council

From: Darin W. Girdler, Assistant City Manager

RE: Verizon Small Cell Project

Date: January 20, 2014

We have been contacted by Verizon Wireless regarding a project that would utilize City owned streetlight poles for the installation of 'small cell' infrastructure. The 'small cell' is used to improve signal and coverage in areas that are not as well covered by the larger standard cellular facilities.

They are offering to license select streetlights for \$250/month per location over a 25 year Master License Agreement (MLA). The MLA would cover all of the details of the arrangement. Supplements to the agreement (EXHIBIT "A"), would cover the specific premise locations as they are added to the MLA.

At this time, we do not know how many locations they would plan on but the MLA gives the City's streetlights preference and priority over utility owned streetlights or pole structures. Even with the MLA, we will have discretion as to whether to approve each particular location.

Please review the information and images attached and let me know if you have any questions or need any additional information. We would like to see this on the February 10, 2014 Council Agenda for action.

Thank you.

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.

CC: City Manager, City Attorney, City Clerk

	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

Assistant City Manager:

Date:

Corporation Counsel:

Date:

Finance:

Date:

City Manager:

Date:

1/30/14
[Signature]
1/30/14
[Signature]
1/30/14
[Signature]

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN CITY OF PEKIN, AN ILLINOIS MUNICIPAL CORPORATION, AND
CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS.**

WHEREAS, the City of Pekin is the owner , grantee or licensee of certain light poles, traffic control poles, towers, and/or facilities, which are located within the geographic area of a license to provide wireless services granted by the Federal Communications Commission (FCC) to Chicago SMSA Limited Partnership d/b/a Verizon Wireless; and

WHEREAS, Chicago SMSA Limited Partnership d/b/a Verizon Wireless desires to install, maintain and operate communications equipment to and/or facilities; and

WHEREAS, the City Council of the City of Pekin, Illinois, has determined it to be in the best interest of the City of Pekin to enter into an agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless, which agreement is attached to this Resolution and incorporated herein by this reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1: Laurie L. Barra, Mayor, is hereby authorized to execute an agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless.

Section 2: The City Clerk is hereby directed to deliver a certified copy of this Resolution and a signed copy of the Agreement to Chicago SMSA Limit Partnership d/b/a Verizon Wireless.

BE IT FURTHER RESOLVED that this Resolution shall be in force and effect upon its passage and approval.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, Tazewell County, Illinois, this _____ day of _____, 2014; and upon roll call the vote was as follows:

AYES:

NAYES:

ABSENT:

ABSTAINING:

MAYOR

ATTEST:

CITY CLERK

MASTER LICENSE AGREEMENT

This Master License Agreement (the "Agreement") made this _____ day of _____, 2014, between the City of Pekin, Illinois, with its principal offices located at 111 South Capitol Street, Pekin, Illinois 61554, hereinafter designated LICENSOR and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, grantee or licensee of certain light poles, traffic control poles, towers, transmission towers, and/or facilities, which are located within the geographic area of a license to provide wireless services granted by the Federal Communications Commission ("FCC") to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate communications equipment in and/or upon certain of LICENSOR's light poles, traffic control poles, towers, transmission towers, and/or facilities; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's light poles, traffic control poles, transmission towers and/or facilities, as more fully described in each Supplement to be executed by the Parties and hereinafter referred to as the "Premises", for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation and maintenance of LICENSEE's communications facility. The LICENSOR's light poles, traffic control poles, transmission towers, and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property whereon each Pole is located is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, provided

the location and means of installation of such utilities shall be as reasonably designated by LICENSOR. Notwithstanding anything herein to the contrary, LICENSOR shall have discretion whether to approve any Supplement for LICENSEE's facilities proposed to be located on Premises in the downtown area as depicted in Exhibit B, said approval shall not be unreasonable conditioned, withheld or delayed.

2. CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR shall keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs within 60 days, or such shorter period as required by such rules or regulations, of any notification to LICENSOR by the applicable regulatory authority and validation of same, the LICENSEE may make the repairs and the costs thereof shall be payable to the LICENSEE by the LICENSOR in accordance with the 50 ILCS 505 Local Government Prompt Payment Act, provided that as a condition precedent of such obligation the LICENSEE shall submit to LICENSOR an invoice of any such costs. If the LICENSOR fails to make payment to the LICENSEE within thirty (30) days after receipt of an invoice from LICENSEE, the LICENSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LICENSEE to the LICENSOR.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of Supplement, in advance, to the payee designated by LICENSOR in the Supplement or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. The rent for any partial year during the term of any Supplement shall be paid, in advance, in proportion to the time between the Commencement Date and the next anniversary of the Supplement. Notwithstanding the foregoing, upon the termination of the Agreement, any applicable Supplement then in effect shall terminate between LICENSOR and LICENSEE on the effective date of termination of the Agreement, unless sooner terminated by LICENSEE as provided herein.

Notwithstanding the foregoing, for the use of any Poles pursuant to this Agreement, LICENSEE shall pay to LICENSOR a monthly fee equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per each Pole to which LICENSEE mounts its communications equipment. For each renewal term of a Supplement, LICENSEE shall pay to LICENSOR an additional twenty five and 00/100 Dollars (\$25.00) per month. This rental fee will be reflected in each Supplement.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") evidencing LICENSOR's interest in, and right to receive payments under, this Agreement, including without limitation, documentation necessary for the LICENSEE to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including, without limitation, IRS Form W-9 and applicable state withholding forms, in a form acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein or in any Supplement, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein. The parties acknowledge and agree that LICENSOR shall only be required to provide LICENSEE with one (1) W-9 unless LICENSOR designates a different party to receive rental payments or if otherwise required by the IRS or state and local authority. The parties agree that Rental Documentation shall not include evidence or documentation of Licensor's good and sufficient title to the Property.

4. ELECTRICAL. LICENSOR shall, at all times during the Term of each Supplement, provide access for electrical service and telephone service access within the Premises.

If permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. LICENSEE shall pay the utility directly for its power consumption. In the event LICENSEE is not permitted by the local utility company servicing the Premises, to furnish and install an electrical meter at the Premises, in consideration for electrical service, LICENSEE shall pay to LICENSOR Eight Dollars (\$8.00) per month, which shall be added to the annual rental due under each Supplement as additional rent.

LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. Each Supplement shall automatically be extended for four (4) additional five (5) year terms ("Renewal Term(s)") unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all Renewal Terms under a Supplement shall be collectively referred to herein as the "Term".

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a wireless communications facility and uses incidental thereto. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement, and prior to any replacement, addition or modification of any Supplement, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE

use of the Premises as set forth above. Except where LICENSOR is the applicable regulatory authority, LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, following the application of due diligence by LICENSEE to avoid either such result; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, (iv) LICENSEE determines that the Premises is no longer technically compatible for its use, or (v) LICENSEE determines that the use of the Premises is unnecessary, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement.

7. INDEMNIFICATION. Subject to Paragraph 8 below, to the extent permitted by law each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and relicensures shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSOR and LICENSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Furthermore, the damages which the LICENSEE can recover from LICENSOR shall

be confined to the rent, at the rate herein specified to be paid, for the time the Premises or LICENSEE's equipment is incapable of being used by reason of LICENSOR's willful or intentional acts or omissions.

10. INTENTIONALLY OMITTED.

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR. LICENSOR's equipment shall enjoy primary priority on the Property regardless of when it is installed. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of other licensees of the Property which existed on the Property prior to the execution of the Agreement between the Parties (or prior to the date LICENSEE installs equipment operating in a different frequency than previously was operated by LICENSEE). In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference in no longer than twenty (20) business days, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate a Supplement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue or the cure period described above has not expired. LICENSOR agrees that any other tenants of the Property who take possession of the Property after each of LICENSEE's installations will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

Prior to the Commencement Date of each Supplement, LICENSEE further agrees to provide LICENSOR with a removal bond in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), in form and content mutually agreeable by the Parties, to ensure the removal of LICENSEE's equipment pursuant to this Paragraph 12, upon expiration or the earlier termination of the Supplement. The bond shall be kept in full force and effect during the term of the Supplement, and each renewal term thereof.

13. INTENTIONALLY OMITTED.

14. RIGHTS UPON SALE. Provided LICENSEE is in compliance with this Agreement and all Supplements then in effect, should LICENSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Pole thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Pole and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement. In the event that LICENSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of all the applicable Supplements whereby the third party agrees in writing to assume all obligations of LICENSOR under all the applicable Supplements, then LICENSOR shall not be released from its obligations to LICENSEE under the Supplement(s), and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of the Supplement(s). In the event LICENSOR completes any such sale, transfer, or grant described herein, and LICENSOR executes an assignment of all applicable Supplements, one assignment shall be sufficient to cover all applicable Supplements.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of each Supplement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Pole and Property and has full authority to enter into and execute the Supplement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent may not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by nationally-recognized courier, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Pekin
111 South Capitol Street
Pekin, Illinois 61554
Attention: City Manager

LICENSEE: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless

180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. INTENTIONALLY OMITTED.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing, it shall be a default under this Agreement should LICENSEE fail, within twenty (20) days after receipt of written notice from LICENSOR, to remedy any interference pursuant to Paragraph 11.

20. REMEDIES. In the event of a default by LICENSEE with respect to a material provision of this Agreement, without limiting the LICENSOR in the exercise of any right or remedy which the LICENSOR may have by reason of such default, the LICENSOR may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the LICENSOR under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a LICENSEE default, the LICENSOR may at its option (but without obligation to do so), perform the LICENSEE's duty or obligation on the LICENSEE's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the LICENSOR shall be due and payable by the LICENSEE upon invoice therefor. Notwithstanding anything herein to the contrary, LICENSEE's sole and exclusive remedies for a default by LICENSOR shall be (a) specific performance, (b) termination of the Supplement, or (c) monetary damages not in excess of the fees paid in relation to the respective Supplement for the then current term.

21. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Pole or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental

or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Pole or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during any period of repair following such fire or other casualty which exceeds forty-five (45) days in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (excluding modifications solely required to enable LICENSEE to obtain all necessary building permits due to the character of LICENSEE's equipment and appurtenant facilities).

24. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party;

or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are jointly and severally responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Party or Authorized Entity signing the Supplement. A default by any Authorized Entity will serve as a basis for a default by the respective Party under this Agreement.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS

LICENSOR:

City of Pekin

By: _____

Name:

Its:

Date: _____

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: Lynn Ramsey

Its: Area Vice President Network

Date: _____

WITNESS

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, _____, between the City of Pekin, Illinois, with its principal offices located at 111 South Capitol Street, Pekin, Illinois 61554 ("LICENSOR"), and Cellco Partnership d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City of Pekin, Illinois and Cellco Partnership d/b/a Verizon Wireless d/b/a Verizon Wireless, dated _____, 201__, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at _____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **Consideration.** Rent under this Supplement shall be _____ per year, payable to City of Pekin, Attn: _____ at 111 South Capitol Street, Pekin, Illinois 61554.

5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

City of Pekin

WITNESS

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

Cellco Partnership d/b/a Verizon Wireless

WITNESS

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

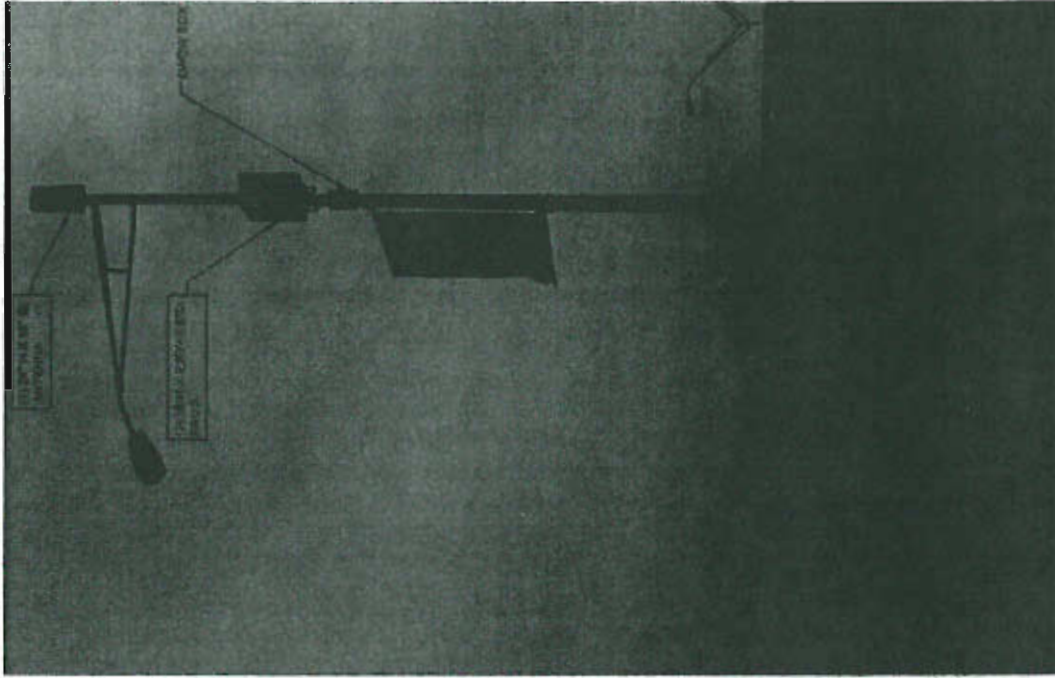
EXHIBIT 1

Premises

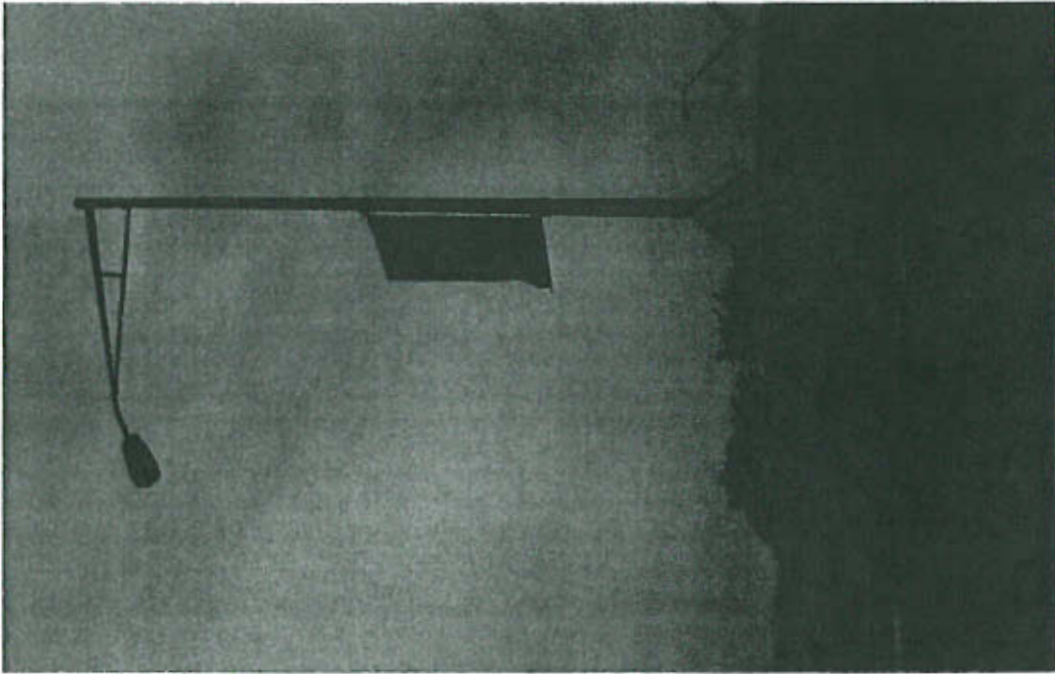


TOWN OF CICERO

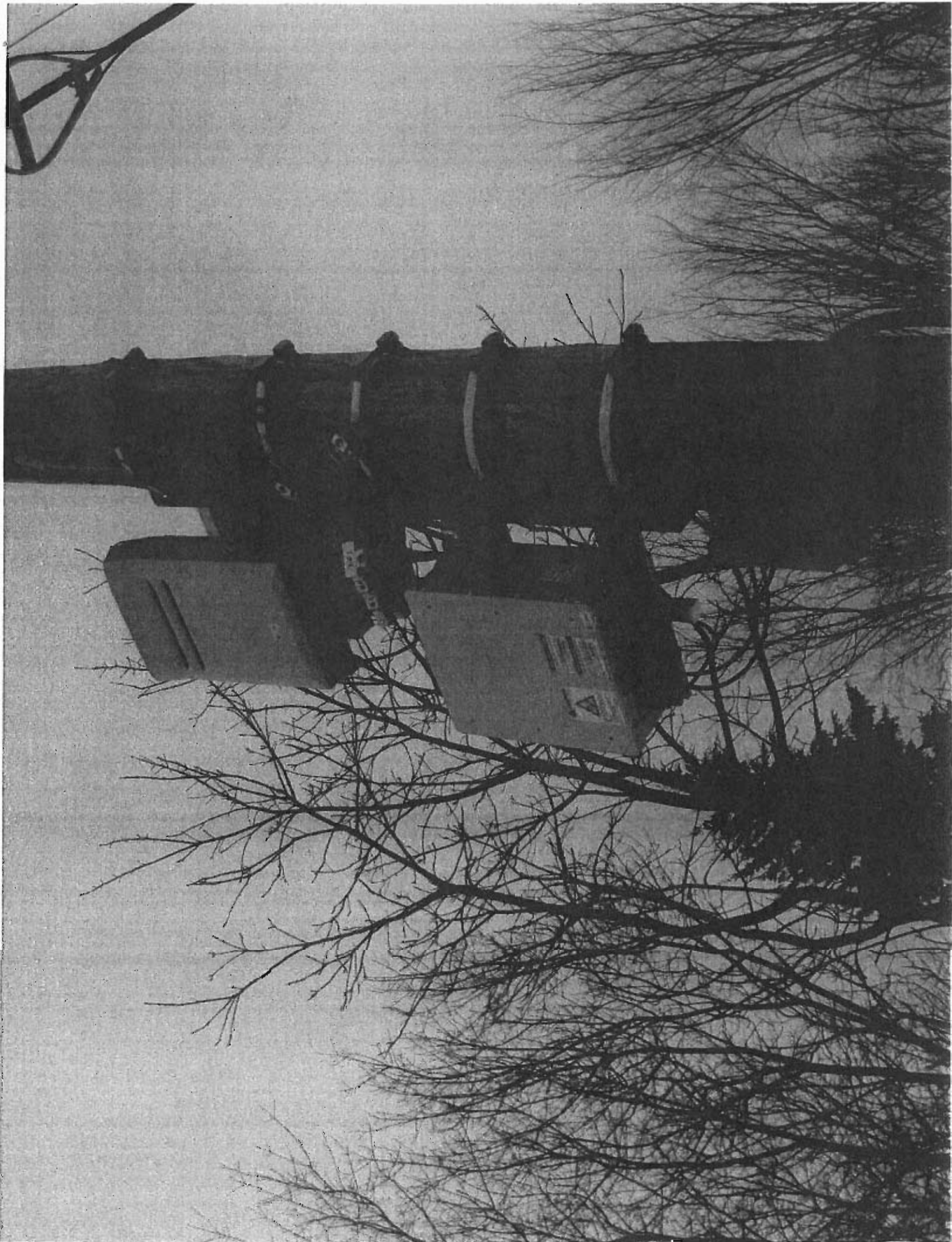
Aluminum Pole



AFTER



BEFORE





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Sheridan Road Bridge over Lick Creek Replacement

AGENDA DATE REQUESTED: February 10, 2014

ACTION REQUESTED: To concur with IDOT on the Bids received for Sheridan Road Bridge over Lick Creek Replacement and to award the bid to Illinois Civil Contractors Inc. in the amount of \$642,195.

DESCRIPTION: The bids for the construction of Sheridan Road Bridge over Lick Creek Replacement were received at IDOT on January 17, 2012. Illinois Civil Contractors Inc. (ICCI) was the low bidder at \$642,195. This is a very favorable bid for the City of Pekin since it is less than the programmed cost of \$750,000.

The City has already been allocated federal funding for this project in which the City will have to match 20%. The City's match will be approximately \$128,439 and will be budgeted out of the Motor Fuel Tax Fund this year. The City has previously approved the Local Agency Funding Agreement for this project in November of 2013

I recommend that the council concur and award this project to ICCI.

FINANCIAL IMPACT: \$128,439 (20% local match) which was budgeted in MFT

NEIGHBORHOOD CONCERNS: Traffic disruptions

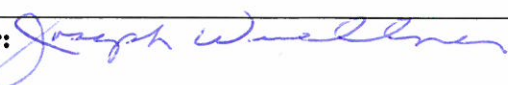
IMPACT IF APPROVED: The project can be awarded and construction can start after the school year is completed

IMPACT IF DENIED: The project will not be awarded and the project will stop

ALTERNATIVES: none

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

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

	need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	2/3/14
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	2/3/14

Guerra, Mike M.

From: Augspurger, Martin J <Martin.Augspurger@illinois.gov>
Sent: Tuesday, January 21, 2014 11:14 AM
To: Guerra, Mike M.
Cc: ,
Therkildsen, Eric S; Rasmussen, Dale; Sassine, Tony S; Tazewell County Highway Department
Subject: January 17, 2014 Letting, 89496, ITEM 00123

Based on the following letting information, please indicate if the City wants to award the contract.

Item 00123, City of Pekin, 07-00176-00-BR

Programmed - \$750,000

Low Bid - Ill Civil - \$642,195

2nd Low Bid - Stark - \$690,820

3rd Low Bid - Otto Baum - \$705,796

Thanks,
Marty Augspurger
Office Technician
District 4 Local Roads
Illinois Department of Transportation
Email: Martin.Augspurger@illinois.gov
Phone: (309) 671-3687



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Engineering Agreement with Maurer-Stutz for the Construction Engineering Services of Sheridan Road Bridge over Lick Creek Replacement

AGENDA DATE REQUESTED: February 10, 2013

ACTION REQUESTED: To approve the Construction Engineering Services Agreement with Maurer-Stutz for the construction inspection of Sheridan Road Bridge over Lick Creek Replacement in the amount of \$101,772

DESCRIPTION: This request is to enter into an agreement with Maurer-Stutz to provide the construction inspection for Sheridan Road Bridge over Lick Creek Replacement. The construction of this portion of bridge is funded with federal bridge funding which means Illinois Department of Transportation construction standards must be followed in terms of inspection and material testing. Since this is a local project it is the City's responsibility to provide the construction inspection, documentation and material testing. Maurer-Stutz will provide adequate staff to ensure that the proper inspection of the construction along with testing of materials is preformed per the State standards and assist the City to ensure the contractor is constructing the bridge per plans and specifications.

Due to the amount of daily work associated with the construction inspection to meet State standards it would be beneficial to contract out the construction inspection. This will help ensure that the project stays schedule and all State requirements are met. With the Contract for Award for Construction is on the same agenda I recommend that this agreement be approved. This will enable Maurer-Stutz to continue to be involved with this project from the start of construction.

FINANCIAL IMPACT: \$101,722 from Motor Fuel Tax Fund

NEIGHBORHOOD CONCERNS: none.

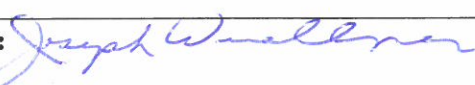
IMPACT IF APPROVED: The city can ensure that the requirements for the State funded construction in terms of documentation and construction inspection are met.

IMPACT IF DENIED: The City of Pekin will not have enough personnel to ensure that all the requirements are being met on the construction of the project and overextend the engineering department which will impact other city projects and departments.

ALTERNATIVES: none

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

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

✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	2/3/14
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	2/3/14

Municipality City of Pekin	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Maurer-Stutz
Township				Address 3116 N. Dries Ln, Ste 100
County				City Peoria
Section 07-00176-00-BR				State IL 61604

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

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

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

Section Description

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

Termini Structure Replacement over Lick Creek

Description

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

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) at high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

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

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

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

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

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

**Grade Classification
of Employee**

Hourly Rate

Principal Engineer	\$160.00
Resident Construction Supervisor	\$100.00
Chief of Party	\$110.00
Instrument Man	\$85.00
Rodmen	\$72.00
Inspectors	\$85.00
Inspectors	\$75.00
Inspectors	\$65.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 8/1/2014. In event the services of the ENGINEER extend beyond 8/1/2014, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

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

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

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

ATTEST:

State of Illinois, acting by and through its

By _____,

Clerk

(Seal)

By _____,

Title:

Executed by the ENGINEER:

Maurer-Stutz

3116 N. Dries Ln, Ste 100

ATTEST:

Peoria, IL 61604

By _____,

Title:

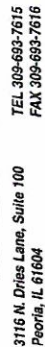
Title:

Approved

Date

Department of Transportation

Regional Engineer



Sheridan Road over Lick Creek
237-09001.00
GBM _____ Date: 12/2/2013
RJA _____ Date: _____

MANHOUR ESTIMATE

[illegible]



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

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

AGENDA DATE REQUESTED: February 10, 2014

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for the Construction Engineering Agreement for the Sheridan Road Bridge over Lick Creek Replacement project in the amount of \$105,000.00

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

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$105,000 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The City share will be covered by MFT Funds

IMPACT IF DENIED: The City share will not be covered by MFT Funds

ALTERNATIVES: Use General Funds to cover the City share

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

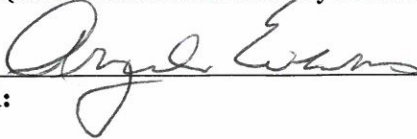
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure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

REQUIRED SIGNATURES

Department Director:

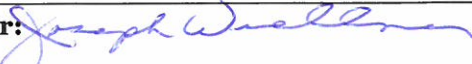
Date: 2/13/14

Finance Department (Certification of Availability of Funds):

Date: 2-3-14 

Corporation Counsel:

Date:

City Manager: 

Date: 2/3/14

Resolution for Improvement by Municipality Under the Illinois Highway Code

Name of Thoroughfare	Route	From	To
Sheridan Road	FAU 6759	Over Lick Creek	

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

BLR 09111 (Rev. 11/06)



REQUEST FOR COUNCIL ACTION – TIF Façade Program

To: Mayor and Council

CC: Joe Wuellner, City Manager

From: TIF Administrator – Central Business District TIF

AGENDA ITEM: TIF Façade Program for Maquet Inc. at 219 and 221 Court Street

AGENDA DATE REQUESTED: February 10, 2014

ACTION REQUESTED: TIF Façade Grant Program amount of \$23,879.50

DESCRIPTION: Updated application for TIF façade program due to the construction and approval of outdoor patio at Maquet's business to provide additional seating. Approval by Mayor and Council to pay Maquet Inc. according to the terms of the Central Business District TIF Façade program in the amount of \$23,879.50 for eligible exterior expenses addressing 219 and 221 Court Street properties. The program reimburses ½ of the eligible expenses up to \$12,500.00 (whichever is less) per building. Pekin Main Street Design committee has reviewed the complete application for the total eligible project cost of \$47,759.00 to cover signs, lighting and outdoor patio with roof, concrete and fencing. Main Street Design committee recommends to Council the approval of the TIF Façade grant for the amount of \$23,879.50 for the improvements at 219 and 221. City Inspections have been notified of this project, property owner will pull any additional permits and beer garden was approved by liquor commission on Jan 30 2014. All work will be inspected and TIF dollars issued upon satisfactory completion and review of paid invoices.

FINANCIAL IMPACT: \$23,879.50/\$147,225.00 (TIF budgeted amount remaining)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow business owner to improve the façade to accommodate a restaurant/bar business.

IMPACT IF DENIED: Delays renovations due to overall business build out and operational costs.

ALTERNATIVES:

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

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

REQUIRED SIGNATURES**Department Director:**

Date:

Leigh Ann Matthews 1/31/14

Finance Department (Certification of Availability of Funds):

Date:

1-31-14

Rygel Evans

Corporation Counsel:

Date:

City Manager:

Joseph Whalen

Date:

1/31/14

Maquet Inc.

219 and 221 Court Street

TIF Façade Grant Program

Signs \$37,514

Schwartz Electric = \$37,514

Koener Electric = \$41,965

Outdoor patio/beer garden \$10,245

Antonini Construction = \$10,245

Svensden Construction = \$10,600

Total = \$47,759 / 2 = \$23,879.50

City of Pekin, Illinois Downtown Facade Revitalization Program

APPLICATION REQUEST

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: DUSTIN MAQUET
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 219 & 221 COURT ST. PIN No. _____
3. Owner of Property (if different from applicant): 353 COURT ST LLC / THOMPSON & FOSTER
4. Owner's Address: _____ Phone #: _____
5. Phone No. of Applicant/Contact Person (if different from Owner): 309-361-8282
6. Is any portion of building leased? _____ If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? YES
8. Briefly describe the type of business operation presently housed in building: VACANT
9. What is approximate age of building? 100
10. Is Owner of property currently participating in any other City business assistance program? _____
11. Are you aware of any historical or architectural significance associated with the building? No
If yes, please explain: _____
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:
EXTERIOR LIGHTS & MISC ELECTRICAL, NEW PATIO INCLUDING
NEW CONCRETE / ROOF, FENCING, SIGNAGE in FRONT & REAR

13. How soon after possible grant approval by the City would you begin your project? IN PROCESS
14. Once started, how long would it take to complete? 6 WEEKS
15. What is the total cost of planned eligible work? \$ 85,000
16. From what sources and in what amounts, other than the City, will the money for this project be drawn
Please be specific:
- COMMERCIAL LOAN - SOUTH SIDE BANK \$32,000
- PERSONAL FUNDS \$15,000
17. Will the planned building renovation result in the creation of any new jobs? YES
- If yes, how many full-time and/or part-time positions will result? 10

Applicant(s) Signature: Rustin Mayot Date: 1-13-13

_____ Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

☒ recommends _____ does not recommend approval to the City Council.

Date: 1/13/14 Chair Signature: Gregory Lammey

Amount recommended: \$ 23,879.50 Conditions, if any: _____

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois

Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

*As Applicant(s) for participation in the City of Pekin's Downtown facade Revitalization Program,
I/we acknowledge with following statements.*

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown facade Revitalization Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a three (3) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a non-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We have read and understand the Design Standards for the Pekin Downtown facade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with these standards.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.

- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to commercial use to qualify for program participation.
- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us as Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: Austin Magnet
(MAGNET, INC. PRESIDENT)

Date: ^{dgm} 1-13-13

Date: _____

Submit to: Leigh Ann Matthews, City of Pekin, 111 S. Capital St., Pekin, IL 61554

City of Pekin, Illinois Downtown Facade Revitalization Program

Required Attachments Along With Application Request

- | | |
|---|---|
| ☒ Proof of building ownership. | ☒ Current photographs of building showing all areas subject to improvement. |
| ☒ Concurrence of Owner to participate in program if Owner is not Applicant. | ☒ Drawings depicting exterior appearance of building following completion of project including lighting, signage, landscaping, etc., as applicable. |
| ☒ Minimum of two (2) qualified bids for all program eligible work to be performed. | ☒ Executed Applicant/Owner Certification Form. |
| ☒ Copy of building assessment from licensed structural engineer (if required). Any building assessment costs are considered eligible project costs. | ☒ Letter from Applicant/Owner expressing need for financial assistance. |
| ☒ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution. | ☒ Summary sheet of project/s. |

Upon receiving a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

To Whom It May Concern,

I would like to request the City's approval to apply for and use Pekin's TIF funding program to help Maquet Inc. (business name TBD) become a reality. The funding will be utilized to perform the necessary improvements of 219 & 221 Court St. to support a bar/restaurant. All major mechanical work needs to be performed, along with major façade improvements at both locations.

TIF assistance for eligible building improvements will support my personal investment and bank loan to complete the major mechanical improvements necessary and provide enough funds for other equipment (bar/kitchen) and working capital needed to successfully open my business in the 200 block of Pekin's Downtown District.

Sincerely,

Dustin Maquet

President – Maquet Inc.

309-361-8282

July 27, 2013
City of Pekin
111 South Capitol
Pekin, IL 61554

Dear City of Pekin, Mayor Barra, Members of the Council,

It is the intention of 353 Court LLC to lease two buildings located at 219-221 Court St, Pekin, IL to Maquet Inc.. The purpose of this lease is to create space suitable for Maquet Inc. to operate a vibrant restaurant and bar. To accomplish this, we will enter into an agreement with Dustin Maquet and the Maquet Inc. to occupy the 219 and 221 Court St. Buildings.

To bridge the financial gap Mr. Maquett and Maquet Inc intend to engage cost share funding from the Pekin Downtown TIF Fund.

Based on extensive research we know that this type of development will create significant, sustainable and desirable pedestrian traffic within our C.B.D. The residual effects of this project and others we have developed and are currently developing will continue to have a positive impact on; existing downtown merchants and quality of life for the citizens of Pekin.

Unfortunately, the current market in Downtown Pekin does not completely support the financial investment required for new construction and remodel / revitalization cost. (The proportion of vacancies to occupied properties and the average # of days on market for available properties within the TIF / CBD is supporting evidence) Therefore, for this project to move forward and to succeed, Mr. Maquet is asking for TIF participation through the *City of Pekin Downtown Revitalization Program*.

We hope that you find his application complete and acceptable, as time is of the essence for Maquet Inc. to begin a new future in Downtown Pekin.

353 Court LLC Supports Mr. Maquet's request for TIF funding.

Thank you all for considering the project at 219-221 Court for this program.

Sincerely,



Todd Thompson

Director of Operations

353 Court LLC

Tazewell County, Illinois

generated on 8/29/2013 2:18:08 PM CDT

Parcel

Parcel ID 04-04-34-432-013	Alt. PIN	Parcel Address 219 COURT ST, PEKIN	Data as of 8/25/2013
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Tax Payer Information

Tax Payer	353 COURT LLC SERIES 221
Tax Payer Address	BOX 333 PEKIN IL 615540000
Transfer Date	01/24/2011

Location Information

GIS		Section & Plat	
District No.	04021	State Assigned District No.	040
Township No.	004,	Routing No.	
Parcel Address	219 COURT ST, PEKIN	Legal Desc.	S 34 T25N R5W ORIGINAL TOWN E 20' OF LOT 12 BLK 37

Parcel Information

Topography

Services

Property Class Code	60 COMMERCIAL BUSINESS	Level	N	Water	
Neighborhood Code	424	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Gas	
Neighborhood Type		Rolling	N	Electricity	N
Street or Road Code		Swampy	N	Sidewalk	
		Flood Hazard		Alley	N
		Waterfront Property Type			

Tazewell County, Illinois

generated on 8/29/2013 2:18:43 PM CDT

Parcel

Parcel ID 04-04-34-432-014	Alt. PIN	Parcel Address 221 COURT ST, PEKIN	Data as of 8/25/2013
--------------------------------------	-----------------	--	--------------------------------

Tax Payer Information

Tax Payer	353 COURT LLC SERIES 221
Tax Payer Address	PO BOX 333 PEKIN IL 615540000
Transfer Date	01/24/2011

Location Information

GIS		Section & Plat	
District No.	04021	State Assigned District No.	040
Township No.	004,	Routing No.	
Parcel Address	221 COURT ST, PEKIN	Legal Desc.	ORIGINAL TOWN SE 1/4 SEC 34 W 1/2 OF LOT 11 BLK 37

Parcel Information

Topography

Services

Property Class Code	60 COMMERCIAL BUSINESS	Level	N		
Neighborhood Code	424	High	N	Water	
Neighborhood Factor	.00	Low	N	Sewer	
Neighborhood Type		Rolling	N	Gas	
Street or Road Code		Swampy	N	Electricity	N
		Flood Hazard		Sidewalk	
		Waterfront Property Type		Alley	N

PROPOSAL

Schwartz Electric

2627 Allentown Road

Pekin, IL 61554

(309) 347-2196

(309) 347-6460 Fax

SHAWN@SCHWARTZELECTRIC.NET

June 18, 2013

Attn: Dustin Maquet	Phone:
Bar quote/Exterior	Fax:
	Job Name:
	Job Location:
Djmaquet@yahoo.com	

We hereby submit specifications and estimates for:

Exterior lighting and signage.

1 - road sign with message center

1 - building sign

Sign feed included

Permits included

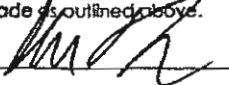
Exterior lights and receptacles

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Thirty-seven thousand five hundred fourteen dollars and 00/100 \$37,514.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Of Acceptance: _____ Contractor Signature: 

Signature: _____ Shawn Taylor/Estimator

Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.



6301 SW WASHINGTON
P.O. BOX 4334
BARTONVILLE, IL. 61607

PROPOSAL

June 19, 2013

Dustin Maquet

Re: Exterior work @ the bar

We propose to supply and install material for the following electrical work:

- City permits
- Power and wiring for exterior signage
- One building sign and one road sign with a message board
- Power for exterior outlets and lights

Total Quote: \$41,965.00

THIS PROPOSAL DOES NOT INCLUDE:

- Any overtime or double time

This will be a binding contract once fully executed. Payment is due within 30 days after the completion of the project. Interest at the rate of 18% per annum shall be charged on any unpaid balance due. Koener Electric Inc. shall be entitled to recover all cost of collection, including but not limited to reasonable fees, incurred by reason of failure to pay the balance.

The signatory of this proposal hereby represents that he/she is the property owner or is authorized agent of the property owner and has the requisite to bind the property owner to the terms and conditions hereof.

THIS PROPOSAL IS VALID FOR 30 DAYS FROM ABOVE DATE.

Sincerely,

Accepted by:

Koener Electric Inc.

Josh Spracklen
Project

By:

Manager

Date:

ANTONINI CONSTRUCTION CO.

1202 Highland
Pekin IL 61554

SINCE 1970
Residential • Commercial • Industrial

Phone: 347-3623
Mobile phone: 696-0077

PAUL ANTONINI/OWNER

January 13, 2014

Quote for construction of patio and beer garden located at 219 & 221 Court St.

Remove and disposal of existing concrete

Pour new 4" concrete slab for 20' x 30' patio area. All necessary fill material and reinforcing included.

Install 20'x25' roof between existing buildings. Posts, beams, roofing, insulation, flashing, etc. North wall to have 4 season capability.

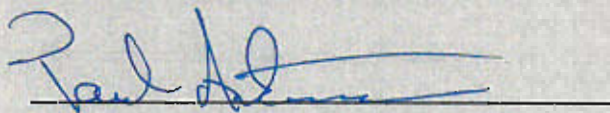
Install gas lines and new fire pit in center of patio.

Install fencing to enclose patio area with egress only.

All masonry work for knee wall.

Permits not included.

Labor and material \$10,245.



Paul Antonini, Owner

**PO Box 755
Pekin, IL 61555-0755
Phone 309-346-3554**

Owner: _____

Per Plan/Specs: Architect: Terms:

By

Chas. F. Johnson

219 1/2

219

21'

WINDMILL
Pole

219

219

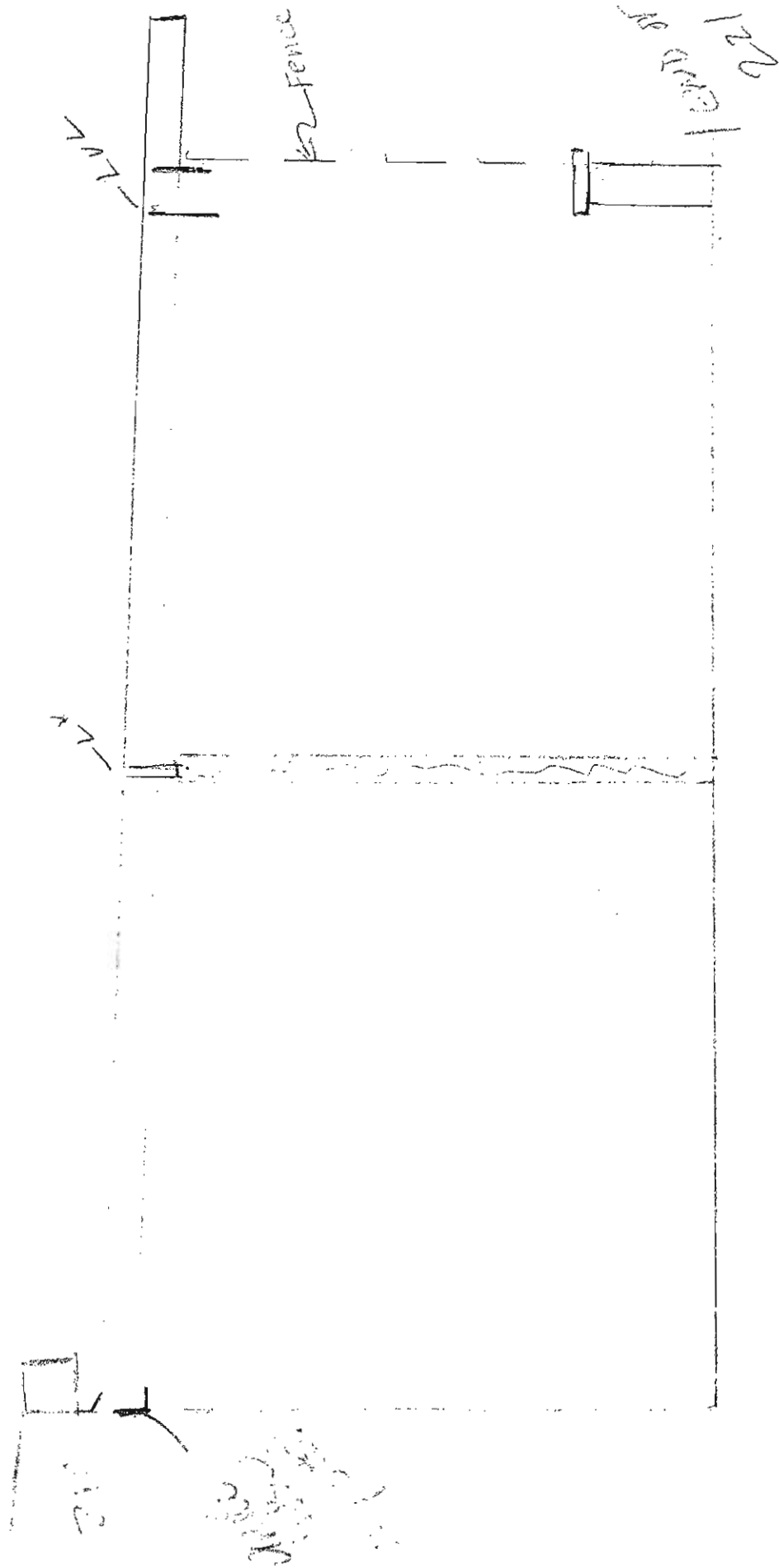
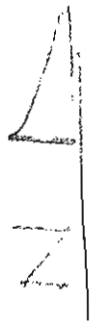
OPEN

X
Grove 21/2
1st Fence

OPEN

219 1/2

ELEVATION



compensation
reduction

cap